

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
-----------------------	----------------------------------------------

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SparkLIST.com Corp.		08/01/2002	CORPORATION: WISCONSIN

RECEIVING PARTY DATA	
Name:	Lyris Technologies, Inc.
Doing Business As:	SparkLIST
Street Address:	2070 Allston Way #200
City:	Berkeley
State/Country:	CALIFORNIA
Postal Code:	94704
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	76172027	SPARKLIST
Serial Number:	76172028	SPARKLIST

CORRESPONDENCE DATA	
Fax Number:	(510)549-4351
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	510-549-4350 x109
Email:	steven@lyris.com
Correspondent Name:	Lyris Technologies, Inc.
Address Line 1:	2070 Allston Way #200
Address Line 4:	Berkeley, CALIFORNIA 94704

NAME OF SUBMITTER:	Steven Brown
--------------------	--------------

Total Attachments: 10
source=LJR-SL-TMTransfer1#page1.tif
source=LJR-SL-TMTransfer2#page1.tif
source=LJR-SL-TMTransfer3#page1.tif
source=LJR-SL-TMTransfer4#page1.tif

OP \$65.00 76172027

source=LYR-SL-TMTransfer5#page1.tif
source=LYR-SL-TMTransfer6#page1.tif
source=LYR-SL-TMTransfer7#page1.tif
source=LYR-SL-TMTransfer8#page1.tif
source=LYR-SL-TMTransfer9#page1.tif
source=LYR-SL-TMTransfer10#page1.tif



Lyris Technologies, Inc.
2070 Allston Way, Suite 200
Berkeley, CA 94704

www.lyris.com
info@lyris.com
sales@lyris.com

toll-free (800) 768-2929
tel (510) 549-4350
fax (510) 549-4351

April 2, 2004

To: U.S. Patent and Trademark Office
From: Steven Brown, Lyris Technologies, Inc.

The pages that follow support our application to reassign the "SparkLIST" word mark and logo from SparkLIST.com Corp. to Lyris Technologies, Inc. Please see Section 1.1.1. of the included "Asset Purchase Agreement" and the corresponding Schedule 1.1.1. for specific references to this Intellectual Property.

By way of background, Lyris Technologies purchased certain assets of SparkLIST.com Corp. in August 2002, including these two trademarks. It appears, however, that we (Lyris) never filed the paperwork to transfer ownership of these marks. (That is, from the records on your Web site, they are apparently still assigned to SparkLIST.com Corp.)

Thank you for your attention to this application. If you have any questions, I can be reached at the email address and telephone number below.

Best regards,

A handwritten signature in black ink, appearing to read "Steven Brown".

Steven Brown
COO, Lyris Technologies, Inc.

steven@lyris.com
(510) 549-4350 x109

TRADEMARK

REEL: 002823 FRAME: 0214

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of July 31, 2002, by and between SparkLIST.com, Corporation, a Wisconsin corporation (the "Seller"), Christopher Knight, Seller's President and Chief Executive Officer ("Knight"), and Lyris Technologies, Inc., ("Purchaser"), a Delaware corporation.

RECITALS:

WHEREAS, Seller owns and operates an email list hosting, and management service business for organizations throughout the United States and the world, and is located at Green Bay and Milwaukee, Wisconsin (the "Business");

WHEREAS, Purchaser develops, markets and sells email software for email marketing and email filtering;

WHEREAS, subject to the terms and conditions set forth in this Agreement, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, certain assets from Seller that are used in connection with Seller's Business.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Purchase, Sale and Assumption

1.1. Agreement to Sell and to Purchase.

On the terms and subject to the conditions set forth herein, Seller agrees to sell, assign, transfer, convey and deliver to Purchaser, and Purchaser agrees to purchase and acquire from Seller, at the Closing (as defined herein), all right, title and interest of Seller in and to the following assets, properties and rights as they shall exist on the Closing Date (as defined herein):

1.1.1. Intellectual Property relating to Seller's email list hosting and management business owned or used by Seller and all pending applications and registrations therefore, including, without limitation, those set forth in Schedule 1.1.1, (collectively, the "Intellectual Property") (all Schedules shall be attached to **Exhibit A**, attached hereto);

1.1.1.a Use of Seller's branded toll free telephone number ("1 888 SPARKNET"), for a period of six (6) months from the Closing Date, for the limited purpose of leaving a voicemail message to callers which directs them to a new phone number for Purchaser. Purchaser shall pay for Seller's reasonable costs for the toll free number on a monthly basis after Seller provides an invoice for such;

1.1.1.b Certain branded domain names owned by Seller as identified in Schedule 1.1.1.b.

1.1.2. All contracts in force and effect related to the Business listed on Schedule 1.1.2. , (collectively, the "Contracts"),: but excluding those contracts identified in connection with the Business, including, without limitation, those identified in Schedule 1.1.2.a. (collectively, "the Non-Assigned Contracts");

1.1.3. The computer applications, databases, and information used at Seller's facilities in connection with the Business as identified in Schedule 1.1.3, specifically including two (2) Microsoft SQL Server Enterprise licenses and twenty-five (25) Microsoft SQL Client licenses.

1.1.4. All Accounts Receivables ("AR") from customers (identified in Schedule 1.1.4.) shall be allocated as follows:

i. All AR invoiced up until July 31, 2002, shall be collected by and paid to Seller;

ii. AR for "overage" (i.e., excess usage) and services (i.e. branded customer service) up until and including July 31, 2002 shall be invoiced by, collected by, and paid to Seller;

iii. All AR invoiced on or after August 1, 2002, excluding that listed in 1.1.4.ii, shall be collected by and paid to Purchaser;

iv. AR for "overage" (i.e., excess usage) and services (i.e. branded customer service) provided on or after August 1, 2002, shall be invoiced by, collected by, and paid to Purchaser;

v. Misdirected payments arising from these guidelines shall be handled pursuant to Section 5.5 below.

1.1.4.a To fairly compensate Purchaser for prepaid service liabilities, Seller shall assign and provide to Purchaser the following: i. \$50,000 of prepaid online advertising from Internet .com for the period August 1, 2002 through December 31, 2002.

1.1.5. All documents, electronic files, spread sheets, data, correspondence and records of Seller pertaining to the Assets, wherever located, including, without limitation, accounting, credit, finance, corporate, claims and liabilities relating to the assets being acquired, employment and personnel records relating to employee's who have agreed to accept employment with Purchaser and customer lists; provided, however, Seller may retain copies of such materials to the extent necessary for Seller to fulfill its obligations under this Agreement or under other laws, regulations or understandings by which it is bound.

All such assets, properties and rights, are referred to herein as the "Assets", and shall be formally transferred and conveyed to Purchaser pursuant to the Bill of Sale and Assignment and Assumption Agreement, attached hereto as **Exhibit B**.

1.1.6. Knight Goodwill: All goodwill associated with the business reputation and customer relations as further described in Schedule 1.1.6.

1.2. Excluded Assets.

Notwithstanding anything to the contrary set forth above, the Assets shall not include: any cash, negotiable securities, certificates of deposit, bonds, lock boxes, letters of credit and other cash equivalents, the assets of any of Seller's employee benefit plans, and the rights which would accrue or will accrue to Seller under this Agreement.

Further, the Assets shall not include physical assets of the Business, including computer hardware and related equipment, network hardware and related equipment, office furniture and equipment, fax

and copy machines, kitchen and entertainment equipment. Excluded Assets shall be identified on Schedule 1.2.

1.3. Liabilities Not Assumed by Purchaser and Retained by Seller.

With exception of liabilities arising after the Closing Date for contractual obligations contained in the customer contracts, Purchaser shall have no liability whatsoever for any liabilities of Seller, with respect to the Business or the Assets for any period prior to the Closing Date, and for the period after the Closing Date for liabilities that arise from Seller's acts or omissions, including, without limitation, the following: any pending or prospective legal claims demands or lawsuits or liabilities, tort, contract or otherwise; unfunded pension liabilities; income or sales taxes arising before the Closing Date, including from this sale; any undisclosed liabilities; or the liabilities identified on Schedule 1.3 (collectively "Liabilities Not Assumed").

2. The Purchase Price; Closing

2.1. Purchase Price/Reconveyance of Stock Ownership.

The cash purchase price shall be \$800,000 (the "Purchase Price") which shall be paid as follows and subject to the adjustments described below:

2.1.1 The Purchase Price shall be paid as follows:

- i. \$400,000 by cashier's check, sent by Federal Express for next day delivery, on the date of the signing of this agreement;
- ii. \$400,000 by cashier's check, sent by Federal Express for next day delivery to an interest bearing escrow account on the Closing Date, earmarked to satisfy certain enumerated liabilities prior to disbursement to Seller pursuant to the provisions of the Escrow Agreement, attached hereto as **Exhibit C**.
- iii. The Purchase Price shall be deemed adequate and sufficient consideration for purchase of the following:
 - Seller's Assets described herein, including the Seller's goodwill;
 - Knight's goodwill; and
 - Knight's agreement not to compete.

2.1.2 Purchaser also shall transfer and convey to Seller its two million (2,000,000) shares of Class B common stock of the Seller corporation pursuant to the terms of the Stock Redemption Agreement, attached hereto as **Exhibit D**.

2.1.3. Upon Purchaser's receipt of a release from the lien against Seller's two (2) Microsoft SQL Server Enterprise licenses and twenty five (25) SQL Client licenses, Purchaser also shall provide Seller one (1) Lyris ListManager Platinum Plus ISP Re-brandable Standard license, compatibility with a Microsoft SQL Server external database, and Included Support, subject to the license terms attached hereto as **Exhibit E**.

2.2. The Closing.

2.2.1 Subject to the terms and conditions set forth herein, the closing of the purchase and sale of the Assets and the Business (the "Closing") shall take place on August 6, 2002, at 9:00 a.m., Pacific

dispute resolution proceedings contemplated in this Section 9.12. will be as confidential and private as permitted by law. The parties will not disclose the existence, content or results of any proceedings conducted in accordance with this Section 9.12., and materials submitted in connection with such proceedings will not be admissible in any other proceeding, provided however, that this confidentiality provision will not prevent a petition to vacate or enforce an arbitration award, and shall not bar disclosures required by law.

9.12.4. The parties agree that any decision or award resulting from proceedings in accordance with this Section 9.12. shall have no preclusive effect in any other matter involving third parties. All applicable statutes of limitation and defenses based upon the passage of time will be tolled while the procedures specified in this Section 9.12. are pending. The parties will take such action, if any, required to effectuate such tolling. Notwithstanding the requirements of this Section 8.4, either party may request injunctive relief and equitable relief either from an arbitrator as set forth herein or from a court of competent jurisdiction, without posting bond or other security, if the other party has breached its obligations with respect to such party's intellectual property rights (including without limitation, copyright, patent, trade secret, trademark and other proprietary rights) purchased under this Agreement. If either party chooses such relief from a court, the parties consent to the exclusive jurisdiction and venue of the courts located in and serving San Francisco, California.

9.13. Counterparts.

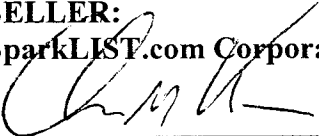
To facilitate execution, this Agreement may be executed in as many counterparts as may be required; and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.

9.14. Exhibits and Schedules.

Each Exhibit and Schedule hereto is incorporated by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:
SparkLIST.com Corporation



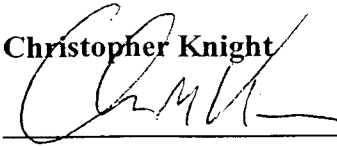
Date: 8/1/02

By: Chris Knight

Its: CEO

Address: 1800 W MASON ST
GREEN BAY WI 54303

Christopher Knight



Date:

8/1/02

Print:

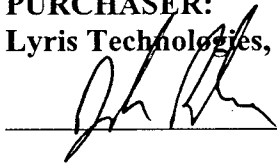
Chris M. Knight

Address:

1503 W. MASON ST
GREEN BAY WI 54303

PURCHASER:

Lyris Technologies, Inc.



Date:

8/1/02

By:

John Buckman

Its:

CEO

Address:

2070 Allston Way #101
Berkeley, CA 94704

Exhibit A
List of Schedules

- 1.1.1. Intellectual Property
- 1.1.1.b. Intellectual Property - Domain Names
- 1.1.2. Assigned Contracts
- 1.1.2.a. Non-Assigned Contracts
- 1.1.3. Computer Applications and Operating Programs
- 1.1.4. Accounts Receivables and Amounts Owed
- 1.1.6. Knight Goodwill
- 1.2. Excluded Assets
- 1.3. Liabilities Not Assumed
- 2.4. Third-Party Consents
- 7.5.2. Seller's Milwaukee NOC Expenses

Schedule 1.1.1
Intellectual Property

SparkLIST Logo

Including pending trademark registration

SparkLIST Trade name

Including pending trademark registration

SparkLIST.com Trade name

SparkLIST Slogan "The Business Email List Publishing Experts"

SparkLIST Slogan "The High-Performance Email List Publishing Experts"

SparkLIST.com Website, including copyrights to "List Tips", but not including the name "Sparky", nor "Christopher Knight", nor "Christopher M. Knight", nor Christopher Knight's photo.

SparkLIST.net Website

SparkLISTSucks.com Website

AdultSend Brand Name

AdultSend.com Website

Goldmine SparkLIST current client database

HEAT SparkList current technical support database

Current prospect leads in the pipeline (to be sent in electronic form via Lyris private FTP site)

Client accounting faxes and communications relating to billing or accounting and credit card info for all current clients.

Current SparkLIST marketing masters

Current SparkLIST-news, SparkLIST-PR email list members

Schedule 1.1.1b
Intellectual Property- Branded Domain Names

<p>Verisign/OpenSRS Registrars: SparkLIST.com SparkLISTS.com MySparkLIST.com SparckLIST.com SparkLAST.com Spark-LIST.com SparkLIST.org SparkLISTFree.com SparkLIST-Free.com SparkLISTInternational.com SparkLIST-International.com Spark-LISTS.com SparkLISTTips.com SparkLIST-Tips.com SparkLISTWatch.com SuperSparkLIST.com Super-SparkLIST.com WWWSparkLIST.com SparkLISTs.org SparkLISTs.net SparkLIST.biz SparkLISTDirect.com SparkLISTDirect.net SparkLISTDirect.org SparkLIST-Direct.com SparkLIST-Direct.net SparkLIST-Direct.org SparkLIST-Reviews.com SparkLISTReviews.com SparkLISTReviews.net SparkLISTReview.com SparkLISTReview.net SparkLIST-Review.com SparkLIST-Discuss.com SparkLISTDiscuss.com</p> <p>SparkLISTSucks.com SparkLISTSucks.net SparkLISTSucks.org</p> <p>SparkLIST.net</p>	<p>AdultSEND.com AdultSEND.net EroticLISTS.com Erotic-Lists.com Erotic-List.com Naughty-list.com Naughty-lists.com Naughtylists.com</p> <p>Register.com and Various International Registrars: SparkLIST.at SparkLIST.be SparkLIST.cc SparkLIST.ch SparkLIST.co.at SparkLIST.co.hu SparkLIST.co.il SparkLIST.co.nz SparkLIST.co.uk SparkLIST.co.vi SparkLIST.co.za SparkLIST.com.mx SparkLIST.com.ph SparkLIST.com.pl SparkLIST.com.ro SparkLIST.de SparkLIST.dk SparkLIST.gen.tr SparkLIST.net.nz SparkLIST.nu SparkLIST.ph SparkLIST.pl SparkLIST.ro SparkLIST.to SparkLIST.ws</p> <p>1st Domains.net Registrar: sparklist.us</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

7/30/2002 5pm CST

NEW.NET Registrar:

SparkLIST.chat
SparkLIST.club
SparkLIST.family
SparkLIST.free
SparkLIST.game
SparkLIST.gmbh
SparkLIST.hola
SparkLIST.inc
SparkLIST.kids
SparkLIST.law
SparkLIST.ltd
SparkLIST.med
SparkLIST.mp3
SparkLIST.shop
SparkLIST.soc
SparkLIST.sport
SparkLIST.tech
SparkLIST.travel
SparkLIST.video
SparkLIST.xxx
SparkLIST.agent
SparkLIST.arts
SparkLIST.auction
SparkLIST.church
SparkLIST.golf
SparkLIST.llc
SparkLIST.love
SparkLIST.school
SparkLIST.scifi

7/30/2002 5pm CST

RECORDED: 04/02/2004

**TRADEMARK
REEL: 002823 FRAME: 0223**