

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Asset Purchase Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Media Distribution Systems, LLC		05/13/2004	Limited Liability Company: OREGON

RECEIVING PARTY DATA

Name:	Kasenna, Inc.
Street Address:	2091 N. Shoreline Blvd.
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94043
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76462049	VIEWNOW

CORRESPONDENCE DATA

Fax Number: (650)833-2001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 650 833-2170
 Email: khamel@graycary.com
 Correspondent Name: Allyn Taylor, Esq.
 Address Line 1: 2000 University Avenue
 Address Line 2: Gray Cary
 Address Line 4: East Palo Alto, CALIFORNIA 94303

ATTORNEY DOCKET NUMBER:	2503803-104
NAME OF SUBMITTER:	Karl W. Hamel

Total Attachments: 5
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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is made as of May 13, 2004 by and between Kasenna, Inc., a Delaware corporation ("Buyer"), ViewNow, LLC, an Oregon limited liability company ("ViewNow"), Movie Distribution and Licensing, LLC, an Oregon limited liability company and a wholly-owned subsidiary of ViewNow ("MDL") and Media Distribution Systems, LLC, an Oregon limited liability company and a wholly-owned subsidiary of ViewNow ("MDS") (ViewNow, MDL and MDS shall each individually be referred to herein as "Seller" and collectively be referred to herein as "Sellers"), with reference to the following:

ViewNow operates a video-on-demand business (the "Business"). Subject to the terms and conditions of this Agreement, Buyer is willing to purchase, and Sellers are willing to sell, certain of the assets relating to the Business.

The parties agree as follows:

1. SALE AND PURCHASE OF ASSETS.

1.1 Sale of Assets. On the terms and subject to the conditions of this Agreement and for the consideration set forth herein, Sellers shall at the Closing (as defined in Section 10.1) sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase and acquire from Sellers, all of the assets used in or useful for the Business which are described below (all of which are collectively referred to as the "Assets" and individually referred to as an "Asset"):

(a) Tangible Property. Certain personal tangible property owned by Sellers and used in the Business, such as hardware, equipment; maintenance equipment, furniture, furnishings, and office equipment, computers and computer peripherals; voice, data or video communication devices or systems (including telephones and telephone systems, pagers and mobile phones), copiers, fax machines and other business machines, and office and business supplies, as specified in Appendix A to the Bill of Sale attached hereto as Exhibit 1.1(a) (collectively referred to as the "Tangible Assets").

(b) Intangible Personal Property. All intangible property of Sellers used by Sellers in connection with the Business (whether owned, used, registered in the name of, or licensed by Sellers, or in which Sellers otherwise have an interest), including, without limitation, the intangible property listed on Schedule 1.1(b) and (i) Sellers' interests in trademarks, service marks, copyrights, patents and patent applications, slogans, trade names, domain names, URLs and the like, including without limitation the mark "ViewNow" and those set forth on Schedule 1.1(b) together with the goodwill of the Business symbolized by any such trademarks, servicemarks slogans, trade names and the like, and any registration thereof (collectively, the "Sellers' Trademarks"), and (ii) Sellers' intellectual property rights other than as described in the foregoing clause (i), including, without limitation, all software and all source code and object code relating to such software, proprietary rights, logos, designs, trade secrets, inventions, know-how, processes, formulae and other technical data and the like, customer and supplier lists, business and marketing materials and information and development work in-

progress relating to the intellectual property described in this clause (ii) and the foregoing clause (i).

(c) Contracts. All rights in and to those licenses and contracts of Sellers relating to the Business which are listed on Schedule 1.1(c) (collectively, the "Contracts"). Buyer shall have the right, but not the obligation, to acquire the rights in and to any other licenses and contracts relating to the Business which are not listed on Schedule 1.1(c).

(d) Accounts Receivable. All accounts receivable, both billed and unbilled (the "Sellers' Receivables"), including (i) "contract receivables (unbilled) as such items are set forth on Schedule 2.6 ("Contract Receivables (Unbilled)") and (ii) trade accounts receivables as such items are set forth on the supporting schedules to Schedule 2.6 ("Trade Accounts Receivables"), but excluding all accounts receivable to the extent they reflect services performed or products delivered by Sellers prior to April 1, 2004.

(e) Books and Records. All papers, computerized databases, backup tapes, backup media and records in Sellers' care, custody or control relating to any or all of the above described Assets and the operation of the Business including, but not limited to, all engineering logs, notebooks and records, maintenance and production records, plans and designs of buildings, structures, fixtures and equipment, blueprints and specifications, personnel records, referral source lists, environmental control records, sales records, marketing materials, Websites and all accounting and tax and financial records (the "Financial Records"). Sellers shall supply Buyer with a complete set of such Financial Records prior to Closing to the extent that such records are not already in Buyer's possession.

(f) Permits, etc. All permits, licenses, franchises, consents or authorizations issued by, and all registrations and filings with, any governmental agency or regulatory body in connection with the Business, whenever issued or filed, including those listed on Schedule 2.4 and excepting only those which by law or by their terms are non-transferable or those which have expired.

(g) Other Assets. The goodwill, and any assets or rights integrally related to the Business and the Assets above, other than the Excluded Assets (as defined below), and all information and records related to such Assets.

1.2 Excluded Assets. Notwithstanding Section 1.1, Sellers shall not sell, and Buyer shall not acquire any interest in or assume any obligations with respect to any asset of Sellers except as provided in Section 1.1 above (the "Excluded Assets"). The Excluded Assets shall remain the property of Sellers and Buyer shall have no liability or other responsibility with respect thereto.

1.3 Purchase Price. Subject to the other terms and conditions of this Agreement and in full consideration for the Assets:

(a) Closing Cash Payment. Buyer shall pay to ViewNow at the Closing the amount of \$398,575.25 (the "Closing Cash Payment"), less the amount of \$50,000 (plus interest) advanced by Buyer to Seller pursuant to the Loan and Security Agreement and Secured Promissory Note, each between Buyer and ViewNow and dated April 30, 2004;

(d) any Material Contract entered into by Seller, or any material amendment or termination of, or default under, any Material Contract to which Seller is a party or by which it is bound; or

(e) any negotiation or agreement by Seller to do any of the things described in the preceding clauses (a) through (d) (other than negotiations with Buyer and its representatives regarding the transactions contemplated by this Agreement).

2.10 Intellectual Property.

(a) For purposes of this Agreement, "Intellectual Property" means:

(i) all issued patents, reissued or reexamined patents, revivals of patents, utility models, certificates of invention, registrations of patents and extensions thereof, regardless of country or formal name (collectively, "Issued Patents");

(ii) all published or unpublished nonprovisional and provisional patent applications, reexamination proceedings, invention disclosures and records of invention (collectively "Patent Applications" and, with the Issued Patents, the "Patents");

(iii) all copyrights, copyrightable works, and mask work rights, including all rights of authorship, use, publication, reproduction, distribution, performance transformation, moral rights and rights of ownership of copyrightable works, and mask works, and all rights to register and obtain renewals and extensions of registrations, together with all other interests accruing by reason of international copyright, and mask work conventions (collectively, "Copyrights");

(iv) trademarks, registered trademarks, applications for registration of trademarks, service marks, registered service marks, applications for registration of service marks, trade names, registered trade names and applications for registrations of trade names (collectively, "Trademarks") and domain name registrations;

(v) all intellectual property rights, other than as described in the foregoing clauses (i) – (iv), including software and source code and object code relating to such software, technology, ideas, inventions, designs, proprietary information, know-how, formulae, trade secrets, technical data, computer programs, software and processes; and

(vi) all other intangible assets, properties and rights (whether or not appropriate steps have been taken to protect, under applicable law, such other intangible assets, properties or rights).

(b) Seller owns and has good and marketable title to, or possesses legally enforceable rights to use, all Intellectual Property used in the Business, subject to Section 2.10(g). Each item of such Intellectual Property owned or used by seller prior to the Closing will be available to Buyer on the same terms. The Intellectual Property owned by and licensed to Seller collectively constitutes all of the Intellectual Property necessary to enable Seller to conduct the Business.

FROM : UTEWNOW

FAX NO. : 15413309551

May. 12 2004 04:30PM P1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above set forth.

KASENNA INC.

VIEWNOW, LLC

By: _____

By: [Signature]

Printed Name: _____

Printed Name: Stephen Roberts

Title: _____

Title: CEO

MOVIE DISTRIBUTION AND LICENSING, LLC

MEDIA DISTRIBUTION SYSTEMS, LLC

By: [Signature]

By: [Signature]

Printed Name: HERBERT H. FISHER

Printed Name: Larry Holman

Title: PRESIDENT LIC & DIST.

Title: Chief Operating Officer

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**Exhibits and Schedules to Asset Purchase Agreement by and between Kasenna, Inc.,
a Delaware corporation, ViewNow, LLC, an Oregon limited liability company,
Movie Distribution and Licensing, LLC, an Oregon limited liability company and Media
Distribution Systems, LLC, an Oregon limited liability company, dated May 13, 2004**

Exhibit 1.1 (a) Tangible Property

Equipment Inventory attached at to Bill of Sale (Appendix A) incorporated by reference herein.

Schedule 1.1 (b) Intangible Personal Property

U.S. Trademark Application No. 76/462,049 for ViewNow mark.

All Software Applications—object and source code, development environments and tools, documentation, and any other associated intellectual property, including but not limited to:

Content Manager
ViewTrak
Affiliate Marketing Content Manager
STB – Graphical User Interface

All rights in and to the corporate website located at <http://www.viewnow.tv/>

Schedule 1.1(c) Contracts

Video-On-Demand License Agreement Term Sheet between Warner Home Video Inc. and ViewNow, LLC (as successor in interest to Movie Distribution and Licensing, LLC), dated December 1, 2001, and amended December 17, 2003.

Video-On-Demand License Agreement between DreamWorks LLC and ViewNow, LLC (as successor in interest to Movie Distribution and Licensing, LLC), dated July 15, 2002 and as amended November 11, 2002.

Video-On-Demand License Agreement Amendment to Term Sheet between MGM Home Entertainment Inc. (“MGM”) and ViewNow, LLC (as successor in interest to Movie Distribution and Licensing, LLC), dated July 18, 2002, as modified by letter agreement dated March 24, 2004 between MGM and ViewNow LLC dated March 24, 2004.

Video-On-Demand License Agreement between Playboy Entertainment Group, Inc. and ViewNow, LLC (as successor in interest to Movie Distribution and Licensing, LLC) dated as of January 2, 2002.

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