

05-18-2005

Docket No. 39643/JEC/M976

5-16-05

RECO

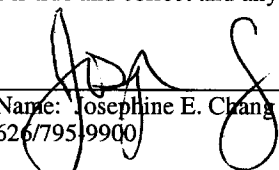


103005173

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450
Alexandria, Virginia 22313-1450

Post Office Box 7068
Pasadena, CA 91109-7068

Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

<p>1. Name of conveying party(ies): Sherwood Partners, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other: <input checked="" type="checkbox"/> Exists Under Laws of California</p> <p>Additional name(s) of conveying party(ies) attached: No</p>	<p>2. Name and address of receiving party(ies): Name: GoldPocket Interactive, Inc</p> <p>Street Address: 12910 Culver Boulevard, Suite B Los Angeles, California 90066</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other: <input checked="" type="checkbox"/> Exists Under Laws of Delaware</p>
<p>3. Name of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: July 25, 2002</p>	<p>If assignee is not domiciled in the United States, a domestic representative designation is attached: No</p> <p>(Designation must be a separate document from Assignment) Additional name(s) & address(es) attached? No</p>
<p>4. A. Trademark Application No.(s)</p>	<p>4. B. Trademark Registration No.(s) 2,557,853</p> <p>Additional numbers attached? Yes</p>
<p>5. Please return the recorded document and address all correspondence to:</p> <p>CHRISTIE, PARKER & HALE, LLP P.O. Box 7068 Pasadena, CA 91109-7068 Attention: Josephine E. Chang</p>	<p>6. Total number of applications or registrations involved 5</p> <p>7. <input checked="" type="checkbox"/> Total fee enclosed (37 CFR 3.41): \$ 140</p> <p>8. <input checked="" type="checkbox"/> Any deficiency or overpayment of fees should be charged or credited to Deposit Account No. 03-1728, except for payment of issue fees required under 37 CFR § 1.18. Please show our docket number with any credit or charge to our Deposit Account.</p>
<p>9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</p> <p>Date: May 10, 2005</p>	
<p>10. <input checked="" type="checkbox"/> Explanatory letter is enclosed.</p> <p>By  Name: Josephine E. Chang 626/795-9900</p> <p>Total number of pages including cover sheet, attachments, and document: 26</p>	

OPF/FINANCE
MAY 16 AM 7:21

05/17/2005 BYRME 00000047 2557853
01 FC:8521 40.00 OP
02 FC:8522 100.00 OP

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450
5/10/05
(Date of Deposit)

**CONTINUATION SHEET FOR
RECORDATION FORM COVER SHEET**

This Continuation Sheet relates to

TRADEMARKS

1. Name of conveying party(ies):	2. Name and address of receiving party(ies):
3. A. Applications	3. B. Trademarks 2,508,926; 2,524,196; 2,554,804; 2,526,740

JEC/lal

LAL PAS620463.1-*-05/10/05 3:00 PM

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "*Agreement*") is made as of July 25, 2002 (the "Effective Date"), by and between Sherwood Partners, Inc., a California corporation, solely as Assignee for the Benefit of Creditors of Mixed Signals Technologies, Inc. (the "*Seller*"), with principal offices located at 1849 Sawtelle Boulevard, Suite 543, Los Angeles, California 90025, and GoldPocket Interactive, Inc., a Delaware corporation (the "*Buyer*"), with principal offices located at 12910 Culver Boulevard, Suite B, Los Angeles, California 90066.

RECITALS

A. By resolution of the board of directors (the "*Board*") of Mixed Signals Technologies, Inc., a Delaware corporation (the "*Assignor*"), as memorialized in the duly executed minutes, Assignor has transferred ownership of all its rights, title and interest in and to tangible and intangible assets (the "*Assets*") to Seller, and in so doing has also designated Seller to act, pursuant to California law, as the Assignee for the Benefit of Creditors of Assignor. The General Assignment agreement (the "*General Assignment*") between Assignor and Seller, as assignee, and other supporting documents are attached hereto as Exhibit A.

B. Seller and Buyer have identified a subset of Assets that Buyer desires to purchase from Seller (the "*Required Assets*"). The Required Assets are listed in Section 1.2 below. After consummation of the Closing contemplated under this Agreement, Seller will liquidate any remaining Assets that are not Required Assets (the "*Remaining Assets*"), and will undertake the winding down of Assignor, which shall ultimately include, but shall not be limited to, the distribution of net funds, after payment of fees and costs associated with the liquidation and winding down, to Assignor's creditors, which are generated from the sale of the Assets.

C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Required Assets, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter set forth, Buyer and Seller hereby agree as follows:

1. PURCHASE AND SALE OF REQUIRED ASSETS.

1.1 Agreement to Sell and Purchase Required Assets. Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and covenants set forth in this Agreement, Seller agrees to sell, assign, transfer and convey to Buyer at the Closing (as defined in Section 2.2 below), and Buyer agrees to purchase and acquire from Seller at the Closing, all of Seller's right, title and interest in and to all of the Required Assets. The Required Assets will be sold, assigned, transferred and conveyed to Buyer (subject to Section 1.3) on the Closing Date "as is" and "where is", with no representations or warranties as to merchantability, fitness or use, and subject to any and all pledges, liens, licenses, rights of possession, security interests, restrictions, encumbrances, charges, title retention, conditional sale or other security arrangements of any nature whatsoever (collectively, "*Encumbrances*").

SanFrancisco/56345.6

[DAL\AQ\TM457266.1 7/25/02 (9:15 AM)]

1.2 Required Assets Defined. As used in this Agreement, the term "**Required Assets**" means, collectively, Seller's right, title and interest in and to the assets listed in Exhibit B attached hereto, provided, however, that Required Assets shall not, under any circumstances, include Seller's or Assignor's (i) cash, (ii) accounts receivable, (iii) inventories, machinery, equipment and furniture, (iv) real property, leasehold improvements and other fixed assets, (v) supply agreements, customer agreements, outbound license agreements, consulting agreements, leases and other contracts, (vi) preference or fraudulent conveyance recoveries under applicable law, (vii) state or federal tax refunds, and/or (viii) utility or leasehold security deposits.

1.3 Asset Transfer; Passage of Title; Delivery.

(a) **Title Passage.** Except as otherwise provided in this Section, upon the Closing, title to all of the Required Assets shall pass to Buyer, and Seller shall make available to Buyer possession of all of the Required Assets as provided in subsection 1.3(b), and shall further provide to Buyer proper assignments, conveyances and bills of sale sufficient to convey to Buyer title to all the Required Assets, subject to the Encumbrances, in accordance with Section 1.1 of this Agreement, as well as such other instruments of conveyance as counsel for Buyer may reasonably deem necessary (both at and after the Closing) to effect or evidence the transfers contemplated hereby.

(b) **Delivery of Required Assets.** On the Closing Date (as defined in Section 2.2), Seller shall make available to Buyer possession of the Required Assets and all documents to be transferred by Seller to Buyer pursuant to this Agreement, provided however, that the expenses of retrieving, removing and transferring the Required Assets and all documents shall be borne exclusively by Buyer.

(c) **Retention of Documents.** As Assignee, Seller is responsible for maintaining business records during the assignment process and, among other things, will have to prepare and file final tax returns. To the extent Buyer requires business records of Assignor that Seller requires to administer the assignment estate, Buyer shall, at its own expense, arrange to obtain copies of such records from Seller.

2. PURCHASE PRICE; PAYMENTS.

2.1 Purchase Price. In consideration of the sale, transfer, conveyance and assignment of all the Required Assets to Buyer at the Closing, Buyer shall, as of the Closing, assume only those liabilities, if any, expressly set forth as Assumed Liabilities in Section 3.1 of this Agreement and agrees to pay via wire transfer Twenty Thousand Dollars (\$20,000.00) (the "**Purchase Price**") to the Seller at the Closing.

2.2 Closing. The consummation of the purchase and sale of the Required Assets contemplated hereby will take place at a closing to be held at the offices of Sulmeyer, Kupetz, Baumann & Rothman, A Professional Corporation, 300 South Grand Avenue, Suite 1400, Los Angeles, California 90071 (the "**Closing**"), on July 25, 2002 (the "**Closing Date**"), or at such

other time or date, and at such place, or by such other means of exchanging documents, as may be agreed to by the parties hereto. If the Closing does not occur on or prior to July 31, 2002, or such later date upon which Buyer and Seller may agree in writing, this Agreement shall terminate upon written notice of termination given by either party hereto that is not in default of its obligations hereunder, and thereupon this Agreement shall become null and void and no party hereto will have any further rights or obligations hereunder, except that Sections 6.1 and 7.3 shall survive such termination.

3. OBLIGATIONS ASSUMED.

3.1 Liabilities. Buyer agrees, upon consummation of, and effective as of, the Closing, to assume those (and only those) liabilities of Seller and of Assignor expressly listed below in this Section 3.1 (collectively, the "*Assumed Liabilities*"): None.

3.2 Liabilities and Obligations Not Assumed. Except as expressly set forth in Section 3.1 above, Buyer shall not assume or become obligated in any way to pay any liabilities, debts or obligations of Seller or of Assignor whatsoever, including but not limited to any liabilities or obligations now or hereafter arising from Assignor's business activities that took place prior to the Closing or any liabilities arising out of or connected to the liquidation and winding down of Assignor's business. All liabilities, debts and obligations of Seller and of Assignor not expressly assumed by Buyer hereunder are hereinafter referred to as the "*Excluded Liabilities*."

3.3 No Obligations to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon any person or entity other than the parties hereto, or make any person or entity a third party beneficiary of this Agreement, or to obligate either party to any person or entity other than the parties to this Agreement. Assumption by Buyer of any liabilities or obligations of Seller under Section 3.1 shall in no way expand the rights or remedies of third parties against Buyer as compared to the rights and remedies such parties would have against Seller if the Closing were not consummated.

4. REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer hereby represents and warrants to Seller that all the following statements are true, accurate and correct:

4.1 Due Organization. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of Delaware. Buyer has all necessary power and authority to enter into this Agreement and all assignments or other documents that Buyer is required to execute and deliver hereunder, and holds or will timely hold all permits, licenses, orders and approvals of all federal, state and local governmental or regulatory bodies necessary and required therefore.

4.2 Power and Authority; No Default. Buyer has all requisite power and authority to enter into and deliver this Agreement and to perform its obligations hereunder. The signing,

delivery and performance by Buyer of this Agreement, and the consummation of all the transactions contemplated hereby, have been duly and validly authorized by Buyer. This Agreement, when signed and delivered by Buyer, will be duly and validly executed and delivered and will be the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms subject to the laws relating to bankruptcy, insolvency and relief of debtors, and rules and laws governing specific performance, injunctions, relief and other equitable remedies.

4.3 Authorization for this Agreement. No authorization, approval, consent of, or filing with any governmental body, department, bureau, agency, public board, authority or other third party is required for the consummation by Buyer of the transactions contemplated by this Agreement.

4.4 Litigation. To the best of Buyer's knowledge, there is no litigation, suit, action, arbitration, inquiry, investigation or proceeding pending or, to the knowledge of Buyer, threatened, before any court, agency or other governmental body against Buyer (or any corporation or entity affiliated with Buyer) which seeks to enjoin or prohibit or otherwise prevent the transactions contemplated hereby.

5. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller represents and warrants to Buyer that all of the following statements are true, accurate and correct:

5.1 Corporate Organization. Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of California. As Assignee, Seller has all necessary corporate power and authority to own and use the Required Assets and to enter into this Agreement and, pursuant to the General Assignment, Assignor has represented to Seller that it has assigned and transferred to Seller all permits, licenses, orders and approvals of all federal, state and local governmental or regulatory bodies necessary and required therefore.

5.2 Power and Authority; No Default Upon Transfer. As Assignee, Seller has all requisite power and authority to enter into and deliver this Agreement and to perform its obligations hereunder and under the General Assignment. The signing, delivery and performance by Seller of this Agreement, and the consummation of all the transactions contemplated hereby, have been duly and validly authorized by Seller. To the best of Seller's knowledge, the General Assignment was duly authorized by Assignor's Board and is a valid agreement binding on the Assignor and Seller. This Agreement, when signed and delivered by Seller, will be duly and validly executed and delivered and will be the valid and binding obligation of Seller, enforceable against Seller, as Assignee, in accordance with its terms as governed by applicable law, regulations and rules. Neither the signing and delivery of this Agreement by Seller, nor the performance by Seller of its obligations under this Agreement, will (i) violate Seller's Articles of Incorporation or Bylaws, or (ii) to the best of Seller's knowledge, violate any law, statute, rule or regulation or order, judgment, injunction or decree of any court, administrative agency or government body applicable to Seller.

5.3 Title. To the best of Seller's knowledge after reasonable inquiry, including, without limitation, competent assessment of a national UCC search, Seller, as Assignee, has good and marketable title to all of the Required Assets. Seller sells, assigns, transfers and conveys the Required Assets to Buyer "as is" and "where is", with no representations or warranties as to merchantability, fitness or use, and the Required Assets shall be subject to the Encumbrances.

(a) **AS-IS SALE; DISCLAIMERS; RELEASE.** IT IS UNDERSTOOD AND AGREED THAT, UNLESS EXPRESSLY STATED HEREIN, SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE REQUIRED ASSETS, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(b) BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS." BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE REQUIRED ASSETS OR RELATING THERETO MADE OR FURNISHED BY SELLER OR ITS REPRESENTATIVES, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, EXCEPT AS EXPRESSLY STATED HEREIN. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE REQUIRED ASSETS ARE BEING SOLD "AS IS, WHERE IS, WITH ALL FAULTS."

(c) BUYER ACKNOWLEDGES TO SELLER THAT BUYER WILL HAVE THE OPPORTUNITY TO CONDUCT PRIOR TO CLOSING SUCH INSPECTIONS AND INVESTIGATIONS OF THE REQUIRED ASSETS AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE REQUIRED ASSETS AND ITS ACQUISITION THEREOF. BUYER FURTHER WARRANTS AND REPRESENTS TO SELLER THAT BUYER WILL RELY SOLELY ON ITS OWN REVIEW AND OTHER INSPECTIONS AND INVESTIGATIONS IN THIS TRANSACTION AND NOT UPON THE INFORMATION PROVIDED BY OR ON BEHALF OF SELLER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES WITH RESPECT THERETO. BUYER HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS INCLUDING, BUT NOT LIMITED TO, LATENT OR PATENT DEFECTS, ADVERSE PHYSICAL OR OTHER ADVERSE MATTERS, MAY NOT HAVE BEEN REVEALED BY BUYER'S REVIEW AND INSPECTIONS AND INVESTIGATIONS.

5.4 Litigation. To the best of Seller's knowledge, there is no claim, action, arbitration, inquiry, investigation, suit or proceeding pending or, to Seller's knowledge,

threatened, against Seller or Assignor at law, in equity, by way of arbitration or before any governmental body, department, commission, board or agency that might affect in any way any Required Asset or the transaction contemplated by this Agreement, nor is Seller aware or have grounds to know of any reasonable basis therefor. To the best of Seller's knowledge, there are no judgments, decrees, injunctions or orders of any court, governmental body, department, commission, agency, instrumentality or arbitrator against Seller or Assignor affecting the Required Assets.

5.5 Authorization for this Agreement. To the best of Seller's knowledge, no authorization, approval, consent of, or filing with any governmental body, department, bureau, agency, public board, authority or other third party is required for the consummation by Seller of the transactions contemplated by this Agreement.

5.6 Assignee. All rights of Seller with regard to the ownership and possession of the Required Assets are rights held as Assignee pursuant to the General Assignment made by Assignor. Pursuant to the General Assignment, Assignor has informed Seller that it transferred all of Assignor's right, title and interest in and to the Required Assets to Seller. Pursuant to this Agreement, Seller, solely in its capacity as Assignee, sells, assigns, and transfers all of its right, title and interest in and to the Required Assets to Buyer.

5.7 No Liabilities. Except for the Assumed Liabilities, neither Buyer nor, at or after the Closing, the Required Assets, shall be or become subject to any Encumbrances or liabilities of Seller or Assignor or, with respect to the Required Assets, any Encumbrances or liabilities which have arisen or are related to occurrences prior to the Closing.

6. COVENANTS OF BUYER.

6.1 Confidential Information. All copies, if any, of financial information, pricing, marketing plans, business plans, and other confidential and/or proprietary information of Seller disclosed to Buyer in the course of negotiating the transaction contemplated by this Agreement, including the terms of this Agreement ("*Seller Confidential Information*"), will be held in confidence and not used or disclosed by Buyer or any of its employees, affiliates or stockholders, except to any public or private lender, for a period of six (6) months from the Effective Date and will be promptly destroyed by Buyer or returned to Seller, upon Seller's written request to Buyer; *provided, however* that from and after the Closing, the foregoing covenant shall not be applicable to any Seller Confidential Information included in the Required Assets. It is agreed that Seller Confidential Information will not include information that: (a) is proven to have been known to Buyer prior to receipt of such information from Seller; (b) is disclosed by a third party having the legal right to disclose such information and who owes no obligation of confidence to Seller; (c) is now, or later becomes part of the general public knowledge or literature in the art, other than as a result of a breach of this Agreement by Buyer; or (d) is independently developed by Buyer without the use of any Seller Confidential Information.

6.2 Press Releases and Public Announcements. Buyer shall not issue any press release or make any disclosure or public announcement relating to the financial terms of this

Agreement or identifying the Seller without the prior written approval of Seller, which shall not be unreasonably withheld. Seller agrees that Buyer shall be permitted to issue one or more press releases reasonably related to the commercial exploitation of the Required Assets provided that such press releases shall not include the financial terms of this Agreement or identify the Seller. Notwithstanding the foregoing, Buyer may disclose certain information relating to this Agreement if required to do so by law or applicable governmental regulation.

6.3 Taxes and any Other Charges Related to the Sale. Buyer agrees to promptly pay all sales, transfer, use or other taxes (other than Seller's and Assignor's income taxes), duties, claims or charges imposed on and/or related to the sale of the Required Assets to Seller under this Agreement by any tax authority or other governmental agency and to defend, indemnify and hold Seller harmless from and against any such taxes, duties, claims, or charges for payment thereof by any tax authority or other governmental agency.

6.4 Survival of Covenants. The covenants set forth in Sections 6.1, 6.2, 6.3, and this Section 6.4 shall survive the Closing. The covenants set forth in Section 6.1 above shall, in addition, survive the termination of this Agreement for any reason.

7. COVENANTS OF SELLER.

Seller covenants and agrees with Buyer as follows:

7.1 Further Assurances. From and after the Closing Date, Seller shall cooperate with buyer and promptly sign and deliver to Buyer any and all such additional documents, instruments, endorsements and related information and take actions as Buyer may reasonably request for the purpose of effecting the transfer of Seller's and/or Assignors title to the Required Assets to Buyer, and/or carrying out the provisions of such agreements and this agreement, provided, however, that Seller shall be allowed the reimbursement of its reasonable costs and expenses incurred in provided such documents, instruments, endorsements or related information, which additional documents, instruments, endorsements or related information shall be prepared solely by Buyer.

7.2 Press Releases and Public Announcements. Seller shall not issue any press release or make any disclosure or public announcement relating to the financial terms of this Agreement or identify the Buyer without the prior written approval of the Buyer, which shall not be unreasonably withheld. Buyer agrees that Seller shall be permitted to issue one or more press releases reasonably related to the sale of the Required Assets provided that such press releases shall not include the financial terms of this Agreement or identify the Buyer. Notwithstanding the foregoing, Seller may disclose certain information relating to this Agreement if required to do so by law or applicable governmental regulation and Seller shall be permitted, at its discretion, to prepare and distribute a tombstone regarding the General Assignment and the Agreement without mentioning the identity of Buyer or the terms of the Agreement.

7.3 Survival of Covenants. Each of the covenants set forth in Sections 7.1, 7.2, and this Section 7.3 shall survive the Closing.

8. CONDITIONS TO CLOSING.

8.1 Conditions to Buyer's Obligations. The obligations of Buyer hereunder shall be subject to the satisfaction and fulfillment of each of the following conditions, except as Buyer may expressly waive the same in writing:

(a) **Accuracy of Representations and Warranties on Closing Date.** The representations and warranties made herein by Seller shall be true and correct in all material respects, and not misleading in any material respect, on and as of the date given, and on and as of the Closing Date with the same force and effect as though such representations and warranties were made on and as of the Closing Date.

(b) **Compliance.** As of the Closing Date, Seller shall have complied in all material respects with, and shall have fully performed, in all material respects, all conditions, covenants and obligations of this Agreement imposed on Seller and required to be performed or complied with by Seller at, or prior to, the Closing Date.

(c) **Delivery of Required Assets.** Seller shall have made the Required Assets and ancillary documents available to Buyer as set forth in Section 1.3 above.

(d) **Delivery of Closing Documents.** Seller shall have delivered, and Buyer shall have received, the documents described in Section 9.2 hereof.

8.2 Conditions to Seller's Obligations. The obligations of Seller hereunder shall be subject to the satisfaction and fulfillment of each of the following conditions, except as Seller may expressly waive the same in writing:

(a) **Accuracy of Representations and Warranties on Closing Date.** The representations and warranties made herein by Buyer in Section 4 hereof shall be true and correct in all material respects, and not misleading in any material respect, on and as of the date given, and on and as of the Closing Date with the same force and effect as though such representations and warranties were made on and as of the Closing Date.

(b) **Compliance.** Buyer shall have complied in all material respects with, and shall have fully performed, the terms, conditions, covenants and obligations of this Agreement imposed thereon to be performed or complied with by Buyer at, or prior to, the Closing Date.

(c) **Delivery of Closing Documents.** Buyer shall send by wire transfer and Seller shall have received payment of the Purchase Price.

9. CLOSING OBLIGATIONS.

9.1 Buyer's Closing Obligations. At the Closing, Buyer shall deliver to Seller the following:

(a) Payment of Twenty Thousand Dollars (\$20,000.00) by wire transfer to Seller; and

(b) The Assignment and Bill of Sale Agreement, in the form attached hereto as Exhibit C, signed by an authorized officer of Buyer on behalf of Buyer.

9.2 Seller's Closing Obligations. At the Closing, Seller shall deliver to Buyer the following:

(a) The Required Assets and ancillary documents in accordance with Section 1.3; and

(b) The Assignment and Bill of Sale Agreement, in the form attached hereto as Exhibit C, signed by an authorized officer of Seller on behalf of Seller.

10. SURVIVAL OF WARRANTIES AND INDEMNIFICATION.

10.1 Survival of Warranties. All representations and warranties made by Seller or Buyer herein, or in any certificate, schedule or exhibit delivered pursuant hereto, shall survive the Closing for a period of one (1) year after the Closing.

10.2 Indemnified Losses. For the purpose of this Section 10.2 and when used elsewhere in this agreement, "**Loss**" shall mean and include any and all liability, loss, damage, claim, expense, cost, fine, fee, penalty, obligation or injury including, without limitation, those resulting from any and all actions, suits, proceedings, demands, assessments, judgments, award or arbitration, together with reasonable costs and expenses including the reasonable attorneys' fees and other legal costs and expenses relating thereto.

10.3 No Indemnification by Seller. Seller is selling to Buyer the Required Assets defined in this Agreement "as is" and "where is", with no representations or warranties as to merchantability, fitness or usability and does not agree to defend, indemnify and hold harmless Buyer, any parent, subsidiary or affiliate of Buyer and any director, officer, employee, stockholder, agent or attorney of Buyer or of any parent, subsidiary or affiliate of Buyer (collectively, the "**Buyer Indemnitees**") from and against and in respect of any Loss which arises out of or results from the transaction described herein. Notwithstanding the foregoing sentence, subject to the provisions and limitations set forth in this Section 10, Seller agrees to defend, indemnify and hold harmless Buyer, any parent, subsidiary or affiliate of Buyer and any director, officer, employee, stockholder, agent or attorney of Buyer or of any parent, subsidiary or affiliate of Buyer (collectively, the "**Buyer Indemnitees**") from and against and in respect of any Loss which arises out of or results from any material breach by Seller of any covenant, or the inaccuracy or untruth of any representation or warranty of Seller made herein.

10.4 Indemnification By Buyer. Subject to the provisions and limitations set forth in this Section 10, Buyer agrees to defend, indemnify and hold harmless Seller, any parent,

subsidiary or affiliate of Seller and any director, officer, employee, stockholder, agent or attorney of Seller or of any parent, subsidiary or affiliate of Seller (collectively, the "Seller Indemnitees") from and against and in respect of any Loss which arises out of or results from:

(a) any breach by Buyer of any covenant, or the inaccuracy or untruth of any representation or warranty of Buyer made herein; or

(b) the use of the Required Assets after the Closing;

provided, however, that nothing in this Section 10.4 shall impose on Buyer any duty to indemnify Seller for any Excluded Liabilities.

10.5 Period for Making Claims. A claim for indemnification under this Section 10 may be brought, if at all, at any time after the Closing Date, with respect to any claim or claims for indemnification under this Section 10, provided, however, that any claim under Sections 10.3(a) and 10.4(a) with respect to the inaccuracy or untruth of any representation or warranty must be brought, if at all, at any time prior to the time such representation or warranty expires pursuant to Section 10.1.

11. MISCELLANEOUS.

11.1 Expenses. Each of the parties hereto shall bear its own expenses (including without limitation attorneys' fees) in connection with the negotiation and consummation of the transaction contemplated hereby.

11.2 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be personally or sent by certified or registered United States mail, postage prepaid, or sent by nationally recognized overnight express courier and addressed as follows:

(a) If to Seller:

Sherwood Partners, Inc.
1849 Sawtelle Blvd., Suite 543
Los Angeles, CA 90025-7011
Tel.: 310-477-8990
Fax: 310-477-8402
Email: mam@shrwood.com
Attention: Michael Maily

With copy to:

Sulmeyer, Kupetz, Baumann & Rothman
300 S. Grand Avenue, 14th Floor
Los Angeles, CA 90071
Tel.: 213-626-2311

Fax: 213-629-4520
Email: dlev@skbr.com
Attention: Daniel A. Lev, Esq.

(b) If to Buyer:

GoldPocket Interactive, Inc.
12910 Culver Boulevard
Suite B
Los Angeles, CA 90066
Tel: (310) 574-4600
Fax: (310) 574-4699
Email: cking@goldpocket.com
Attention: CFO

11.3 Entire Agreement; Captions. This Asset Purchase Agreement, the Exhibits hereto (which are incorporated herein by reference) and the agreements to be executed and delivered in connection herewith, together constitute the entire agreement and understanding between the parties and there are no agreements or commitments with respect to the transactions contemplated herein except as set forth in this Agreement. This Agreement supersedes any prior offer, agreement or understanding between the parties with respect to the transactions contemplated hereby. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

11.4 Amendment; Waiver. Any term or provision of this Agreement may be amended only by a writing signed by Seller and Buyer. The observance of any term or provision of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Agreement will be deemed to constitute a waiver of any other breach or any succeeding breach.

11.5 No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or to give any person, firm or corporation, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

11.6 Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

11.7 Benefit and Burden. This Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by and against, the parties hereto and their respective successors and permitted assigns.

11.8 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California (excluding application of any choice of law doctrines that would make applicable the law of any other state or jurisdiction) and, where appropriate, applicable federal law.

11.9 Severability. If any provision of this Agreement is for any reason and to any extent deemed to be invalid or unenforceable, then such provision shall not be voided but rather shall be enforced to the maximum extent then permissible under then applicable law and so as to reasonably effect the intent of the parties hereto, and the remainder of this Agreement will remain in full force and effect.

11.10 Attorneys' Fees. Should a suit or arbitration be brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees to be fixed in amount by the Court or the Arbitrator(s) (including without limitation costs, expenses and fees on any appeal). The prevailing party will be entitled to recover its costs of suit or arbitration, as applicable, regardless of whether such suit or arbitration proceeds to a final judgment or award.

IN WITNESS WHEREOF, Buyer and Seller executed and delivered this Asset Purchase Agreement by their duly authorized representatives as of the Effective Date.

SELLER:

Sherwood Partners, Inc.,
solely as Assignee for the Benefit
of Creditors of Mixed Signal Technologies, Inc.

By: _____

Its: Ceo.

BUYER:

GoldPocket Interactive, Inc.

By: Clara King

Its: Chief Financial Officer

SanFrancisco/56345.6

(DAIJA@TW457266.1 7/25/02 (9:15 AM))

EXHIBIT A

General Assignment

SanFrancisco/56345.6

[DALIA@TW457266.1 7/25/02 (9:15 AM)]

GENERAL ASSIGNMENT

This Assignment is made this ^{8th} day of March, 2002, by Mixed Signals Technologies, Inc., a Delaware corporation, located at 8671 Hayden Place, Culver City, California, hereinafter referred to as Assignor, to Sherwood Partners, Inc., a California corporation, hereinafter referred to as Assignee.

WITNESSETH: That Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer to Assignee, its successors and assigns, in trust for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, equipment, furniture and fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names and all associated goodwill, source codes, software, and related documentation, insurance policies, and choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing agency.

Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of said property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and disposal of said property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorney and to the attorney, if any, for Assignor.

If any dividends to creditors shall remain unclaimed for a period of one year after issuance of the final dividend checks, then the same shall become the property of Assignee and used to supplement its fees for services rendered in administering this Assignment. Any interest that may be earned on funds administered under this Assignment shall belong to and are hereby assigned to Assignee as additional fees for its services hereunder.

DEKVA01V4726E | 3/18/02 (6:53 AM) JLA 188166LJ

Assignee is also authorized and empowered to appoint and compensate such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominee or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

Assignor acknowledges that certain of the assets being assigned under this General Assignment may be subject to restrictions on the use or transfer of such assets, the unauthorized use or transfer of which may result in further damages or claims. Such assets may include, without limitation, intellectual property rights of the Assignor (e.g., trade names, service names, registered and unregistered trademarks and service marks and logos; internet domain names; patents, patent rights and applications therefor, copyrights and registrations and applications therefor; software and source code (and software licenses with respect thereto); customer lists and customer information; know-how, trade secrets, inventions, discoveries, concepts, ideas, methods, processes, designs, formulas, technical data, drawings, specifications, databases and other proprietary assets (collectively, "Intellectual Property")). Assignor represents and warrants that its officers, directors, shareholders, employees, agents, customers and other third parties have been advised not to use, remove or cause a transfer (other than pursuant to this General Assignment) of any of the assets of Assignor, including without limitation the Intellectual Property, either prior or subsequent to this General Assignment, except as expressly authorized in writing in advance, which written authorization is not inconsistent with or otherwise may constitute a breach of any other written agreement. Except as authorized in writing, which has been disclosed in writing to Assignee, Assignor further represents and warrants that no asset (including, without limitation, the Intellectual Property) has been transferred, used, or removed, in whole or in part, in a manner that interferes with the rights and interests of a third party(ies) in such asset or otherwise may constitute a breach of any contract with such third party(ies).

Assignor authorizes the forwarding of its mail by the U.S. Postal Department as directed by Assignee,

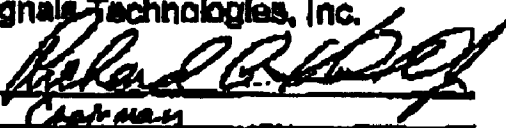
IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

Assignor's Tax I.D. Numbers:

Federal # 52-2179738
State # 17-589909

Assignor:

Mixed Signals Technologies, Inc.

By: 
Its: Chairman

Assignee:

Sherwood Partners, Inc.

By: 
Its: CEO

EXHIBIT B

Required Assets

Assets

**EXHIBIT B
REQUIRED ASSETS**

Patent Applications. The Required Assets include all rights of Seller immediately prior to closing related to the following U.S. and foreign patent applications and provisional patent applications, and their related documentation and files.

Patent Description	Patent No.	Applicant	Patent No.	Filed	Assignee	Status
SYSTEM AND METHOD FOR THE AUTOMATIC INSERTION OF DATA INTO A TELEVISION SIGNAL IN CONNECTION WITH INTERACTIVE TV <i>Samuel T. Barone, Jr. et al.</i>	39393-PCT PATENT COOPERATION TREATY #1	UTL-ORD	US01/32520	10/15/2001	Mixed Signals Technologies, Inc.	PENDING
SYSTEM AND METHOD FOR THE AUTOMATIC INSERTION OF DATA INTO A TELEVISION SIGNAL IN CONNECTION WITH INTERACTIVE TV <i>Samuel T. Barone, Jr. et al.</i>	39393-USA UNITED STATES #1	UTL-ORD	09/694660	10/23/2000	Mixed Signals Technologies, Inc.	PENDING
SYSTEM AND METHOD FOR MERGING OF INTERACTIVE TELEVISION DATA WITH CLOSED CAPTION DATA <i>Samuel T. Barone, Jr. et al.</i>	42244-PCT PATENT COOPERATION TREATY #2	UTL-ORD	US01/12961	04/23/2001	Mixed Signals Technologies, Inc.	PENDING
SYSTEM AND METHOD FOR MERGING OF INTERACTIVE TELEVISION DATA WITH CLOSED CAPTION DATA <i>Samuel T. Barone, Jr. et al.</i>	42244-USA UNITED STATES #2	UTL-ORP of 37597	09/840497	04/23/2001	Mixed Signals Technologies, Inc.	PENDING
SYSTEM AND METHOD FOR DYNAMICALLY INSERTING INTERACTIVE CONTENT INTO A TV SIGNAL BASED ON PROGRAM CONTENT <i>Samuel Barone et al.</i>	39395-PCT PATENT COOPERATION TREATY #3	UTL-ORD	US01/21411	07/06/2001	Mixed Signals Technologies, Inc.	PUBLISHED 01/17/2002
SYSTEM AND METHOD FOR DYNAMICALLY INSERTING INTERACTIVE CONTENT INTO A TV SIGNAL BASED ON PROGRAM CONTENT <i>Samuel Barone et al.</i>	39395-USA UNITED STATES #3	UTL-ORD	09/614366	07/12/2000	Mixed Signals Technologies, Inc.	PENDING
COMMAND PROTOCOL FOR INTERACTIVE TV PRODUCTION TOOLS <i>Samuel T. Barone</i>	39396-USA UNITED STATES #4	UTL-PRO	60/308219	07/27/2001	Mixed Signals Technologies, Inc.	PENDING
METHOD AND APPARATUS FOR MONITORING INTERACTIVE TV DATA <i>Samuel T. Barone et al.</i>	42292-USA UNITED STATES #5	UTL-PRO	60/284805	04/19/2001	Not Assigned	PENDING
METHOD AND APPARATUS FOR MANAGING INTERACTIVE TV DATA <i>Samuel Barone</i>	42290-USA UNITED STATES #6	UTL-PRO	60/285435	04/19/2001	Not Assigned	PENDING
METHOD AND APPARATUS FOR ASSOCIATING AND SYNCHRONIZING INTERACTIVE TV DATA WITH A FEED <i>Samuel T. Barone, Jr.</i>	42291-USA UNITED STATES #7	UTL-PRO	60/284804	04/19/2001	Not Assigned	PENDING
SYSTEM AND METHOD FOR TRANSMITTING AND DISPLAYING INTERACTIVE TV CONTENT <i>Samuel Barone et al.</i>	39394-USA UNITED STATES #8	UTL-ORD	09/604639	06/27/2000	Mixed Signals Technologies, Inc.	PENDING

**EXHIBIT B
REQUIRED ASSETS**

SYSTEM AND METHOD FOR TRANSMITTING AND DISPLAYING INTERACTIVE TV CONTENT <i>Samuel Barone et al.</i>	39394-PCT PATENT COOPERATION TREATY #8	UTL-ORD	US01/41172	06/27/2001	Mixed Signals Technologies, Inc.	PUBLISHED 01/03/2002
SYSTEM AND METHOD FOR INTERACTING WITH USERS OVER A <i>Samuel Barone et al.</i>	39397-USA UNITED STATES #9	UTL-PRO	60/230222	08/31/2000	Not Assigned	EXPIRED 08/31/2001
SYSTEM AND METHOD FOR INTERACTING WITH USERS OVER A COMMUNICATIONS NETWORK <i>Samuel T. Barone, Jr. et al.</i>	47015-PCT PATENT COOPERATION TREATY #9	UTL-ORD	US01/27313	08/31/2001	Mixed Signals Technologies, Inc.	PUBLISHED 03/07/2002
SYSTEM AND METHOD FOR INTERACTING WITH USERS OVER A COMMUNICATIONS NETWORK <i>Samuel T. Barone, Jr. et al.</i>	47015-USA UNITED STATES #9	UTL-ORP of 39397	09/944905	08/31/2001	Mixed Signals Technologies, Inc.	PENDING
INTERACTIVE TELEVISION SYSTEM WITH EMBEDDED TIME CODES <i>Drake Smith</i>	45357-USA UNITED STATES #10	UTL-PRO	60/309812	08/03/2001	Mixed Signals Technologies, Inc.	PENDING
CONTENT RATING AND ADVISORY SYSTEM FOR INTERACTIVE TELEVISION <i>Samuel T. Barone, Jr.</i>	45358-USA UNITED STATES #11	UTL-PRO	60/312835	08/16/2001	Mixed Signals Technologies, Inc.	PENDING
USER BEHAVIOR TRACKING SYSTEM FOR INTERACTIVE TELEVISION <i>Samuel T. Barone, Jr.</i>	45360-USA UNITED STATES #13	UTL-PRO	60/312846	08/16/2001	Mixed Signals Technologies, Inc.	PENDING
INTERACTIVE TELEVISION TRACKING SYSTEM <i>Samuel T. Barone, Jr.</i>	45361-USA UNITED STATES #14	UTL-PRO	60/312848	08/16/2001	Mixed Signals Technologies, Inc.	PENDING
SYSTEM FOR REBROADCASTING TIME DELAYED INTERACTIVE TV PROGRAMS <i>Drake Smith</i>	45362-USA UNITED STATES #15	UTL-PRO	60/304133	07/10/2001	Mixed Signals Technologies, Inc.	PENDING
ITV MONITORING AND LOGGING SYSTEM FOR IP DATA RELATED VIDEO <i>Samuel T. Barone, Jr. et al.</i>	45365-USA UNITED STATES #18	UTL-PRO	60/312925	08/16/2001	Mixed Signals Technologies, Inc.	PENDING
INTERACTIVE TELEVISION MANAGEMENT, TRAFFIC AND SCHEDULING <i>Richard C. Hunt</i>	47314-USA UNITED STATES #23	UTL-PRO	60/335665	10/31/2001	Not Assigned	PENDING
SYSTEM AND METHOD FOR DISPLAYING CLOSED CAPTIONS IN AN INTERACTIVE TV ENVIRONMENT <i>Samuel Barone et al.</i>	39398-USA UNITED STATES	UTL-PRO #	60/230038	09/01/2000	Mixed Signals Technologies, Inc.	TRANS OUT 03/29/2002
SYSTEM AND METHOD FOR DISPLAYING CLOSED CAPTIONS IN AN INTERACTIVE TV ENVIRONMENT <i>Samuel T. Barone et al.</i>	47049-PCT PATENT COOPERATION TREATY	UTL-ORD #	US01/27315	08/31/2001	Mixed Signals Technologies, Inc.	TRANS OUT 03/29/2002
SYSTEM AND METHOD FOR DISPLAYING CLOSED CAPTIONS IN AN INTERACTIVE TV ENVIRONMENT <i>Samuel T. Barone et al.</i>	47049-USA UNITED STATES	UTL-ORP of 39398 #	09/945005	08/31/2001	Mixed Signals Technologies, Inc.	TRANS OUT 03/29/2002

430430-1

**EXHIBIT B
REQUIRED ASSETS**

Draft patent applications/invention disclosures. The Required Assets also include all rights of Seller immediately prior to Closing related to the following drafts of patent applications, and access to Mixed Signals Technologies, Inc. files at Christie, Parker, Hale related thereto:

ITV CONTENT MANAGEMENT SYSTEM VIA NEWS SYSTEMS	47315- USA UNITED STATES #24	UTL-PRO	Draft	Mixed Signals Technologies,	DOCKETED 09/19/2001
ENCODING OF VBI METADATA INTO LIVE VIDEO FIELD FOR CREATION OF STREAMING MEDIA AND VIDEO-ON-DEMAND FILES <i>John Kelly King</i>	45363- USA UNITED STATES #16	UTL-PRO	Draft	Mixed Signals Technologies, Inc.	DOCKETED 06/01/2001
SYSTEM FOR TRANSCODING ITV DATA FROM VBI TO IP FORMAT FOR TWO-SCREEN APPLICATION SYNCHRONIZATION <i>John Kelly King</i>	45364- USA UNITED STATES #17	UTL-PRO	Draft	Mixed Signals Technologies, Inc.	DOCKETED 06/01/2001
PARTY NOTIFICATION SYSTEM FOR DELIVERY OF INTERACTIVE TELEVISION DATA <i>Steve Scheib</i>	45366-	UTL-			DOCKETED 06/01/2001
INTERACTIVE TELEVISION CONTENT VERIFICATION SYSTEM <i>Ronald Timothy Ordaz et al.</i>	45359-	UTL-			DOCKETED 05/31/2001
SYSTEM FOR MANAGING, AUTOMATING, AND AUDITING INTERACTIVE TELEVISION DATA <i>Ronald Timothy Ordaz</i>	47019-	UTL-			DOCKETED 08/13/2001
SYSTEM AND APPARATUS FOR MANAGING THE ENCODING OF VIDEO CONTENT WITH ANCILLARY DATA <i>Ronald Timothy Ordaz</i>	47032-	UTL-			DOCKETED 08/15/2001
COMMAND PROTOCOL/TRANSLATOR FOR INTERACTIVE TELEVISION SYSTEMS <i>Samuel T. Bakone, Jr.</i>	47033-	UTL-			DOCKETED 08/15/2001
ITV CONTENT AND CONDITIONAL ACCESS SYSTEMS	47316-	UTL-			DOCKETED 09/19/2001
ITV CONTENT AND SUBSCRIBER MANAGEMENT SYSTEMS	47317-	UTL-			DOCKETED 09/19/2001
ITV MANAGEMENT AND BROADCAST EQUIPMENT	47318-	UTL-			DOCKETED 09/19/2001

**EXHIBIT B
REQUIRED ASSETS**

Trademarks

- Dataflo
- DV2000
- Insertalink
- ITVAuto
- ITVDataFlo
- ITVFirewall
- ITVInjector
- ITVSentry
- Link Library
- M (design)
- Mixed Signals
- Mixed Signals Technologies
- Mixed Signals Technologies, Inc.
- Spike
- Spikeview
- TV Link Creator

Software Code

All intellectual property rights and proprietary assets (including source code) in the software that is located on Arise Server Serial No. 99034771 related to: broadcast data monitoring (ITV Sentry and ITV Firewall); broadcast data automation (ITV Auto); response server data network (Spike Server); and production tools, (TV Link Creator), including but not limited to patent rights, copyright rights, trade secrets, and know-how

EXHIBIT C

ASSIGNMENT AND BILL OF SALE AGREEMENT

This Assignment and Bill of Sale Agreement (the "Agreement") is made as of July 25, 2002, by and between Sherwood Partners, Inc., a California corporation, solely as Assignee for the Benefit of Creditors of Mixed Signals Technologies, Inc. (the "Seller"), and GoldPocket Interactive, Inc., a Delaware corporation (the "Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of July 25, 2002, (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. **Sale and Assignment of Required Assets.** Pursuant to the Asset Purchase Agreement, Buyer has on the date hereof purchased the Required Assets from Seller. In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, bargain, transfer, convey and deliver unto Buyer all of its right, title and interest in and to the Required Assets.

2. **No Assumed Liabilities.** In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, Buyer is not undertaking to assume, pay, perform, satisfy or discharge, any liabilities of Assignor or Seller. Buyer does not agree to assume or pay any liabilities or any other debts, obligations or liabilities of Seller or Assignor not expressly assumed by Buyer in the Asset Purchase Agreement.

3. **Cooperation.** Buyer and Seller agree to cooperate with each other to execute and deliver such other documents and instruments and to do such further acts and things as may be reasonably requested by the other to evidence, document or carry out the sale of the Required Assets and the assumption of the Assumed Liabilities.

4. **Effect of Agreement.** Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Asset Purchase Agreement or affect the rights of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment and Bill of Sale Agreement to be executed on the date first written above.

SELLER:

Sherwood Partners, Inc.
solely as Assignee for the Benefit
of Creditors of Mixed Signals Technologies, Inc.

By: _____

Its: CEO

BUYER:

GoldPocket Interactive, Inc.

By: Chuan Hing

Its: Chief Financial Officer

San Francisco/56345.6

{DAL\AGT\457266.1 7/25/02 (9:15 AM)}