

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/15/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Intent Mediaworks, Inc.	FORMERLY Intent MediaWorks, LLC	10/15/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Beyond Media, LLC
Street Address:	40 S Palafox Place, Suite 400
Internal Address:	Patrick G. Rooney
City:	PENSACOLA
State/Country:	FLORIDA
Postal Code:	32502
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78877759	MYPEER
Serial Number:	78606462	MYPEER
Serial Number:	78832563	INTENT MEDIAWORKS
Serial Number:	78567573	INTENT MEDIAWORKS

CORRESPONDENCE DATA

Fax Number: (850)332-6949
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 850.332.6948
 Email: prooney@beyondmedia.com
 Correspondent Name: Beyond Media, LLC
 Address Line 1: 40 S Palafox Place, Suite 400
 Address Line 2: Patrick G. Rooney
 Address Line 4: PENSACOLA, FLORIDA 32502

TRADEMARK

OP \$115.00 78877759

NAME OF SUBMITTER:	Patrick G. Rooney, CFO
Signature:	/Patrick G. Rooney/
Date:	05/30/2008
Total Attachments: 7 source=Asset Purchase Agreement _FINAL_#page1.tif source=Asset Purchase Agreement _FINAL_#page2.tif source=Asset Purchase Agreement _FINAL_#page3.tif source=Asset Purchase Agreement _FINAL_#page4.tif source=Asset Purchase Agreement _FINAL_#page5.tif source=Intent Schedules - Final#page24.tif source=Intent Schedules - Final#page25.tif	

ASSET PURCHASE AGREEMENT

DATED OCTOBER 15, 2007

BY AND BETWEEN

BEYOND MEDIA, LLC AND

INTENT MEDIAWORKS, INC.

List of Exhibits

Exhibit A	Assignment and Assumption Agreement
Exhibit B	Subordinated Secured Convertible Promissory Note
Exhibit C	Purchaser Security Agreement
Exhibit D	Bill of Sale and Assignment

List of Schedules

Schedule 1.1(a)	Real Property Leases
Schedule 1.1(b)	Personal Property
Schedule 1.1(d)	Assumed Contracts
Schedule 1.1(e)	Accounts Receivable
Schedule 1.2	Excluded Assets
Schedule 1.5	Allocation of Purchase Price
Schedule 2.5(a)	Assets without Full Title
Schedule 2.8	Intellectual Property
Schedule 11.1(b)(i)	Employees and Contractors for Benefit of Purchaser during September 2007
Schedule 11.1(b)(ii)	Employees and Contractors to Receive Offers from Purchaser to Perform Services for Purchaser

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (the “Agreement”) is made and entered into as of October 15, 2007 (the “Effective Date”) by and between Beyond Media, LLC, a Florida limited liability company (“Purchaser”), and Intent MediaWorks, Inc., a Delaware corporation (“Seller”). Collectively, Purchaser and Seller are referred to herein as the “Parties” and each individually as a “Party.”

RECITALS:

A. Seller is engaged in the business of the distribution of digital media content and advertising via the Internet and peer-to-peer file sharing systems, with offices located in Atlanta, Georgia (the “Business”).

B. The Parties desire to enter into this Agreement whereby Purchaser will purchase from Seller substantially all of the assets, property and rights of Seller used in or required for the operation of the Business.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, representations, warranties, terms, conditions, and covenants contained in this Agreement, and in recognition of the definitions and Recitals above, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties further agree as follows:

ARTICLE 1 PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth herein, on the Closing Date (as hereinafter defined), Seller shall sell, transfer, convey, assign and deliver to Purchaser, and Purchaser, as designated below, shall, with the exception of the Excluded Assets (as hereinafter defined), purchase, acquire and accept delivery of, free and clear of all liens, leases, equities, mortgages, encumbrances, security interests, conditional sales contracts, claims, charges, easements, rights-of-way, covenants, conditions and restrictions of any kind whatsoever (collectively, “Liens”) other than the Permitted Liens (as hereinafter defined), all of the assets, real, personal and mixed, tangible and intangible, owned or held by Seller, or in which Seller has an interest, and used in connection with the Business (“Assets”), including, without limitation, the following Assets:

(a) Real Property Leases. All of Seller’s, right, title and interest in any lease or sublease of the real property used by Seller in connection with the operation of the Business listed on Schedule 1.1(a) hereto (the “Leases”) (which includes, but is not limited to, Seller’s right, title and interest to any leasehold improvements located on and all appurtenances relating to the property described in the Leases), but not any other leases or subleases of real property.

(b) Personal Property. Except with respect to the Excluded Assets, all of Seller’s right, title and interest in and to, whether held legally or beneficially, fixed machinery and equipment, other fixtures and fittings, movable plant, machinery, equipment (including,

without limitation, computers and peripherals), vehicles (to the extent owned by Seller or subject to a transferable, single-vehicle lease), tools, and other similar items of tangible personal property either owned or leased by Seller and used by Seller in connection with the Business (the “Personal Property”), including but not limited to the Personal Property set forth on Schedule 1.1(b);

(c) Deposits; Pre-paid Rent; Pre-paid Expenses. All of Seller’s right, title and interest in the utility, security and other deposits, pre-paid rents and other pre-paid items including pre-paid expenses of Seller in connection with the Business and held legally or beneficially by Seller as of the Closing Date (the “Pre-paid Expenses”); provided such items are associated with the Assumed Liabilities;

(d) Contracts. All of Seller’s rights, benefits and privileges under those contracts and agreements listed on Schedule 1.1(d) hereto, but no other contracts and agreements except for the Leases (the “Assumed Contracts”);

(e) Accounts Receivable. Except with respect to the Excluded Assets, all of Seller’s right, title and interest in the accounts receivable of Seller resulting from the operation of the Business, including but not limited to those accounts receivable set forth on Schedule 1.1(e) (the “Accounts Receivable”);

(f) Business Records. Except with respect to the Excluded Assets, all books and records maintained by Seller in connection with the purchased Business and the related Assets, including, without limitation, files, invoices, forms, accounts, correspondence, production records, technical, accounting and procedural manuals, policy and procedures, employment records of Seller employees hired or contracted by Purchaser, studies, reports, and other books and records directly related to, necessary for, or used in connection with the operation of the Business, including any such records which contain confidential information (to the extent such information can be transferred to Purchaser, without violating any obligation of Seller with respect to such confidential information) which had been reduced to writing or other tangible medium (the “Business Records”);

(g) Permits. Except with respect to the Excluded Assets, all of Seller’s rights, title and interest in any and all licenses, agreements, provider numbers, approvals, accreditation, orders, and other consents and authorizations issued by any governmental body (local, State or Federal) or any third party in connection with the Business as currently operated in the ordinary course (the “Permits”);

(h) Proprietary Materials. Without limiting subsection (f) above, proprietary materials, documents, information, media, methods and processes owned by Seller as used exclusively in connection with the Business, excluding proprietary materials solely associated with the Excluded Assets;

(i) Intellectual Property. All of the intangible rights and property owned or licensed (to the extent transferable) by Seller except those solely associated with the Excluded Assets, including all patents, trademarks, service marks, logos, trade names, domain names, e-

mail addresses, web sites, rights in designs, brand names, copyrights, and database rights, utility models, rights in know-how, trade secrets, confidential information, inventions, formulae, processes, procedures, computer software programs, and source code, object, executable or binary code, in each case whether registered or unregistered, and all rights or forms of protection having equivalent or similar effect anywhere in the world, that are used or held for use directly in connection with, or necessary for the conduct of, or otherwise material to the Business as currently conducted, including without limitation any applications for patents, registrations or licenses pertaining thereto, and all market surveys, objects, comments, screens, user interfaces, report formats, templates, menus, buttons and icons and all files, data, materials, manuals, design notes and other items and documentation related thereto or associated therewith (collectively, "Intellectual Property"), and the going concern value and goodwill associated with the Intellectual Property;

(j) Software. All computer software programs and databases used by Seller in the operation of the Business, whether owned, licensed, leased, or internally developed, including management information systems, operating support systems or billing systems, excluding such software and databases solely associated with the Excluded Assets;

(k) Insurance Benefits. All of Seller's insurance benefits, including rights and proceeds arising from or relating to the Assets or the Assumed Liabilities prior to the Closing Date, excluding such insurance benefits solely associated with the Excluded Assets;

(l) Telephone Numbers. All of Seller's rights to use the telephone numbers associated with the offices subject to the Leases; and

(m) Warranty Rights and Claims. All of Seller's warranty rights and claims, if any, in respect of the foregoing items designated to Purchaser.

For purposes of this Agreement, "Permitted Liens" means (i) Liens of any lessor or successor or assignee thereof under the Leases and the Assumed Contracts and (ii) Liens in favor of Purchaser.

1.2 Excluded Assets. Seller shall retain and not transfer and deliver to Purchaser, and Purchaser shall not acquire from Seller, any right, title or interest in or to: (i) Seller's tax and general accounting records in connection with the Business and its minute and stock books (but, as to which Seller agrees to give Purchaser reasonable access); (ii) Seller's records of employee payroll and benefits related to persons not hired or contracted for by Purchaser; (iii) cash and other bank deposits (except to the extent such cash and other bank deposits represent Pre-Paid Expenses); (iv) any assets related to MyTravelNetwork, all of which are set forth on Schedule 1.2; and (v) those items listed on Schedule 1.2 hereto (collectively, the "Excluded Assets").

1.3 Assignment and Assumption of Certain Liabilities. On the terms and subject to the conditions set forth herein, pursuant to the Assignment and Assumption Agreement, substantially in the form of which is attached as Exhibit A hereto, on the Closing Date, Purchaser shall assume only those liabilities and obligations relating to the operation of the

Schedule 2.8 – Intellectual Property

Patents

The Seller has the following pending US patent application:
Media Distribution Systems
Application No. 11/601,532; filed 11/17/2006

There is another pending project for which patent claims have been drafted but which have not been formally filed as an application in the US Patent & Trademark Office. This project is related to the product idea known as "Delve Down."

Trademarks

The following are registered trademarks:

Mark	MyPeer
Application No.	78/606,462
Registration No.	3,248,983
Registration date	June 5, 2007
International Classes	38 and 42
Mark	MyPeer
Application No.	78/877,759
Registration No.	3,227,529
Registration date	April 10, 2007
International Class	9
Mark	Intent MediaWorks
Application No.	78/567,573
Registration No.	3,238,876

Registration date May 8, 2007
International Classes 38 and 42

Mark Intent MediaWorks
Application No. 78/832,563
Registration No. 3,241,738
Registration date May 15, 2007
International Classes 9 and 42

Software Code

Purchaser uses Subversion (<http://www.subversion.com>) to manage all the code and design resources that were created by the engineering and creative team. The repository is located at <https://svn.eng.corp.intentmediaworks.net/>. This list describes the locations of the various assets in this code repository.

Project	Description	Location
HTML CUE	This the original Customer User Experience that was built for the windows media license acquisition window.	Code : https://svn.eng.corp.intentmediaworks.net/product/Palladia/version1/licensing
	This document includes the wiki documentation within it.	Documentation: https://svn.eng.corp.intentmediaworks.net/product/Palladia/version2/documentation/HTML_CUE.doc
HTML CUE Templates	BenJelen	https://svn.eng.corp.intentmediaworks.net/product/Palladia/version1/licensing/trunk/Production/BenJelen
	C2-Paypal	https://svn.eng.corp.intentmediaworks.net