

A7118

MODIFIED Form PTO-1595
(Rev. 10/02)**RECORDATION FORM COVER SHEET
PATENTS ONLY**U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Gary Root
1304 1/2 Montgomery St
San Francisco, CA 94941Fran van Hoorn
30 Sunrise Ave.
Mill Valley, CA 94941

(See Appendix for subsequent conveying parties)

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☒ Assignment ☒ Merger
☐ Security Agreement ☒ Change of Name
☒ Other Assignment of Security Agreement

Execution Dates: June 18, 1999; June 21, 1999; July 7,
2000; Dec. 19, 2001; April 30, 2002; October 7, 2002; Oct.
30, 2002; Nov. 6, 2002; and May 6, 2003.

2. Name and address of receiving party(ies):

Liquid Spark, LLC
P.O. Box 471390
San Francisco, CA
94147-1390

(See Appendix for subsequent receiving parties)

Additional name(s) & address(es) attached? ☒ Yes ☐ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)
6,013,007Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence
concerning document should be mailed:

SUGHRUE MION, PLLC

WASHINGTON OFFICE

23373

CUSTOMER NUMBER

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41): **Previously Paid on July 16, 2004**

- ☐ Enclosed.
☐ Authorized to be charged to Deposit Account No. 19-4880.

The USPTO is directed and authorized to charge all required
fees, except for the Issue Fee and the Publication Fee, to Deposit
Account No. 19-4880. Please also credit any overpayments to said
Deposit Account.

8. Deposit Account Number:

19-4880

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.*

Timothy P. Cremen

Reg. No. 50,855

June 27, 2005

Date

Total number of pages including cover sheet, attachments, and documents: pages

Mail documents to be recorded with required cover sheet information to:

MAIL STOP ASSIGNMENT RECORDATION SERVICES

Director of the U.S. Patent and Trademark Office

P.O. Box 1450

Alexandria, VA 22313-1450

APPENDIX

Attch. #	Conveying Party	Receiving Party	Date of Conveyance	Nature of Conveyance
1	Gary Root & Frank van Hoon	Liquid Spark, LLC P.O. Box 471390 San Francisco, CA 94147-1390	June 18, 1999 & June 21, 1999	Assignment
2	Liquid Spark, LLC P.O. Box 471390 San Francisco, CA 94147-1390	Sportbug.com, Inc. 800 Airport Blvd. Suite 417 Burlingame, CA 94010	July 7, 2000	Assignment
3	Sportbug.com, Inc. 800 Airport Blvd. Suite 417 Burlingame, CA 94010	US Traxis, Inc. 800 Airport Blvd. Suite 417 Burlingame, CA 94010	December 19, 2001	Name change
4	US Traxis, Inc. 800 Airport Blvd. Suite 417 Burlingame, CA 94010	Axiom Navigation, Inc. 3545 Howard Way, Costa Mesa, CA 92626	April 30, 2002	Merger with and into Axiom Navigation, Inc.
5	ING Barings Global Leveraged Equity Plan Holdings LLC; WallerSutton 2000, L.P.; and Raymond P. Stata 1987 Trust	GPS Lending LLC c/o WS Capital, LLC 500 West Putnam Ave. 3 rd Floor Greenwich, CT 06830	October 7, 2002	Assignment of Rights in Security Agreement with Axiom Navigation, Inc.
6	Axiom Navigation, LLC 3545 Howard Way, Costa Mesa, CA 92626	GPS Lending, LLC c/o WS Capital, LLC 500 West Putnam Ave. 3 rd Floor Greenwich, CT 06830	October 30, 2002	Foreclosure on Axiom Navigation, LLC
7	GPS Lending, LLC c/o WS Capital, LLC 500 West Putnam Ave. 3 rd Floor Greenwich, CT 06830	SkyNetix, LLC 17815 Newhope Street Suite M Fountain Valley, CA 92708	November 6, 2002	Name change
8	Syknetix, LLC c/o FS Private Investments 520 Madison Ave. 8 th Fl. New York, NY 10022	Liquid Spark, LLC 3030 Bridgeway Suite 114 Sausalito, CA 94965	May 6, 2003	Assignment

07-22-2004

A7118

MODIFIED Form PTO-1595
(Rev. 10/02)

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U.S. DEPARTMENT OF COMMERCE
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Liquid Spark, LLC
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San Francisco, CA
94147-1390

(See Appendix for subsequent receiving parties)

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5. Name and address of party to whom correspondence concerning document should be mailed:

SUGHRUE MION, PLLC

WASHINGTON OFFICE

23373

CUSTOMER NUMBER

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41): \$40.00

- ☐ Enclosed.
☒ Authorized to be charged to Deposit Account No. 19-4880.

The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 19-4880. Please also credit any overpayments to said Deposit Account.

8. Deposit Account Number:

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Timothy P. Cremen

Reg. No. 50,855

July 16, 2004

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P.O. Box 1450

Alexandria, VA 22313-1450

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APPENDIX

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1	Gary Root & Frank van Hoon	Liquid Spark, LLC	June 18, 1999 & June 21, 1999	Assignment
2	Liquid Spark, LLC	Sportbug.com, Inc.	July 7, 2000	Assignment
3	Sportbug.com, Inc.	US Traxis, Inc.	December 19, 2001	Name change
4	US Traxis, Inc.	Axiom Navigation, Inc.	April 30, 2002	Merger with and into Axiom Navigation, Inc.
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6	Axiom Navigation, LLC	GPS Lending, LLC	October 30, 2002	Foreclosure on Axiom Navigation, LLC
7	GPS Lending, LLC	SkyNetix, LLC	November 6, 2002	Name change
8	Syknetix, LLC	Liquid Spark, LLC	May 6, 2003	Assignment



Attachment 1



For U.S. Clients

Assignment

Whereas, I/We, Gary Miller Root of 1304 1/2 Montgomery Street, San Francisco, CA 94133 and Frank van Hoorn of 30 Sunrise Avenue, Mill Valley, CA 94941, respectively, hereinafter called assignor(s), have invented certain improvements in ATHLETE'S GPS BASED PERFORMANCE MONITOR and executed an application for Letters Patent of the United States of America therefor on March 24, 1998; and

Whereas, Liquid Spark, LLC, P.O. Box 471390, San Francisco, CA 94147-1390 (assignee), desires to acquire the entire right, title, and interest in the application and invention, and to any United States patents to be obtained therefor;

Now therefore, for valuable consideration, receipt whereof is hereby acknowledged,

I/We, the above named assignor(s), hereby sell, assign and transfer to the above named assignee, its successors and assigns, the entire right, title and interest in the application and the invention disclosed therein for the United States of America and all countries foreign thereto, including rights of priority under the International Convention of Paris (1883) as amended, and I/we request the Commissioner of Patents to issue any Letters Patent granted upon the invention set forth in the application to the assignee, its successors and assigns; and I/we hereby agree that the assignee may apply for foreign Letters Patent on the invention and I/we will execute without further consideration all papers deemed necessary by the assignee in connection with the United States and foreign applications when called upon to do so by the assignee.

I/We hereby authorize and request our attorneys SUGHRUE, MION, ZINN, MACPEAK & SEAS of 2100 Pennsylvania Avenue, NW, Washington, DC 20037-3212 to insert here in parentheses (Application number 09/048,214, filed March 26, 1998) the filing date and application number of said application when known.

Date: 18 JUN 99 [Signature]
s/ROOT, GARY M.

Date: 21 JUN '99 FRANK VAN HOORN
s/VAN HOORN, FRANK

Date: _____
s/

Date: _____
s/

Date: _____
s/

Date: _____
s/

(Legalization not required for recording but is prima facie evidence of execution under 35 U.S.C. §261)
8/92

RECORDED: 06/22/1999

PATENT
RECORDED IN FRAME: 0374
REEL: 016418 FRAME: 0522



Attachment 2



**TECHNOLOGY PURCHASE AGREEMENT
BETWEEN SPORTBUG.COM, INC. AND LIQUID SPARK, LLC**

This Technology Purchase Agreement ("Purchase Agreement") is made and entered as of July 27, 2000 ("Effective Date") by and between SportBug.com, Inc. ("SportBug"), a California corporation, and Liquid Spark, LLC ("Liquid"), a California limited liability company.

WHEREAS, Liquid is the holder of a United States Patent 6,013,007 and PCT Application Serial Number PCT/US99/04273;

WHEREAS, Liquid desires to sell, transfer and assign to SportBug, and SportBug desires to purchase and acquire from Liquid, all right, title and interest held by Liquid in, to and under such patent and PCT application; and

WHEREAS, the sole members of Liquid, Frank van Hoorn and Gary M. Root, have each entered into those certain Advisor Agreements with SportBug, each dated as of the date hereof.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Purchase Agreement, the parties hereby agree as follows:

1. DEFINITIONS

- 1.1. "Assigned Patent" means United States Patent 6,013,007 (issued on January 11, 2000 and filed on March 26, 1998 by Liquid), the inventions described therein, and any and all patents, whether U.S. or foreign, that are or may be granted therefrom, including any continuations, continuations-in-part, divisions, reissues and reexaminations of any of the foregoing, or foreign equivalents thereof; including PCT Application Serial Number PCT/US99/04273 and any National Stage Entries resulting therefrom; all invention disclosures and applications in drafting, together with related books and records, prior to the date hereof; any and all improvement patents to the foregoing, regardless of when filed; and all rights and privileges pertaining to the foregoing, including all rights to sue or bring other actions (including collection of damages) for past, present and future infringement thereof.
- 1.2. "Encumbrance" means any mortgage, pledge, assessment, security interest, lease, lien, adverse claim, levy, charge or other encumbrance of any kind, or any conditional sale contract, title retention contract or other contract to give any of the foregoing.
- 1.3. "Additional Patents" means all patents (other than the Assigned Patent) and patent applications that are conceived, developed, reduced to practice, or filed by Liquid that include any claims that relate to a Global Positioning System (GPS).

2. TECHNOLOGY PURCHASE

Assignment of Patent Rights to SportBug.

- 2.1.1. Liquid agrees to sell, assign, transfer, and convey to SportBug, free of all Encumbrances, all of Liquid's right, title and interest throughout the world in, to and under the Assigned Patent (the "Assignment"), and shall deliver to SportBug, on the Effective Date, an executed copy of a short-form patent assignment in the form attached hereto as Exhibit A ("PTO Assignment"); and all books, records, files and other documentation relating to the Assigned Patent or the underlying inventions described therein ("Assigned Patent Documentation").

2.1.2. Liquid agrees to assist SportBug, at the request and sole expense of SportBug (without any expenses paid by Liquid for such assistance), in every way: to evidence and perfect the Assignment and to apply for, obtain, prosecute and from time to time enforce, maintain, and defend the Assigned Patent in any and all countries SportBug may designate from time to time. Without limitation to the foregoing, Liquid will execute all documents SportBug may request for such purposes. In the event that SportBug is unable for any reason whatsoever to secure the signature of a duly authorized officer of Liquid to any document Liquid is required to execute pursuant to the foregoing, Liquid hereby irrevocably designates and appoints SportBug and its duly authorized officers and agents, with full power of substitution, as its agents and attorneys-in-fact to act for and on its behalf and instead of Liquid, to execute and file any such document and to do all other lawfully permitted acts to further the foregoing purposes with the same legal force and effect as if by Liquid.

License. Liquid grants to SportBug a nontransferable, perpetual, irrevocable, non-exclusive, sublicensable, world-wide, royalty-free license, under the Additional Patents, to make, use, offer for sale, sell, and import sale any SportBug products or processes covered under such Additional Patents.

2.2. Payment.

2.2.1. Subject to the terms and conditions of this Purchase Agreement, SportBug shall pay Liquid Eighteen Thousand (18,000) dollars (the "Cash Payment") and issue to Liquid Two Hundred Thousand (200,000) shares of SportBug Common Stock (the "Shares," together with the Cash Payment, the "Purchase Price"). Payment of the Purchase Price shall occur thirty (30) days after the Effective Date.

Insolvency. The parties agree that in the event SportBug: (i) makes a general assignment for the benefit of its creditors or (ii) commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, which proceedings are not dismissed within sixty (60) days, Liquid shall have the option, but not the obligation, to purchase the Assigned Patent (the "Option"). In the event that Liquid elects to exercise such Option, SportBug shall sell, assign, transfer, and convey to Liquid the Assigned Patent ("Return Assignment") and Liquid shall pay SportBug the Cash Payment for such Return Assignment.

3. **WARRANTIES & REPRESENTATIONS**

3.1. Authority. Each party hereby represents and warrants to the other party that it: (i) has the corporate power and authority and the legal right to enter into this Purchase Agreement and to perform its obligations hereunder; and (ii) has taken all necessary corporate action on its part to authorize the execution and delivery of this Purchase Agreement and the performance of its obligations hereunder.

3.2. Intellectual Property Rights.

3.2.1. Assigned Patent. Liquid hereby represents and warrants to SportBug that: (i) Liquid is the sole owner of all rights, title and interest in the Assigned Patent, (ii) Liquid has not assigned, transferred, licensed, or otherwise Encumbered the Assigned Patent or agreed to do so, (iii) Liquid has full power and authority to make the Assignment, (iv) Liquid is not aware of any lawsuits, pending lawsuits, or correspondences from the United States Patent and Trademark Office with respect to the patentability or validity of any claims of the Assigned Patent and (v) no consent, approval, or authorization of any third party on the part of Liquid is required in connection with the entering into this Purchase Agreement or the

PTO Assignment or the consummation of the transactions contemplated hereunder or thereunder.

3.3. Securities. Liquid acknowledges that the Shares have not been registered under the Securities Act of 1933, as amended (the "Act"), in reliance upon certain exemptions from registration under the Act. In connection with the proposed purchase of the Shares, Liquid hereby agrees, represents and warrants as follows:

3.3.1. Liquid is acquiring the Shares for investment for an indefinite period for Liquid's account, not as a nominee or agent, and not with a view to sale or distribution of the Shares or any portion thereof and not with any present intention of selling, offering to sell or otherwise disposing of or distributing the Shares or any portion thereof in any transaction other than a transaction exempt from registration under the Act. Liquid does not have any contract, undertaking or arrangement with any person to sell, transfer or grant participation to such person or entity or to any third person with respect to any of the Shares.

3.3.2. The Shares are characterized as "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the Act only in certain limited circumstances. Liquid represents that it is familiar with SEC Rule 144, as presently in effect, and understands the resale limitations imposed thereby and by the Act.

3.3.3. During the negotiation of the transaction contemplated herein, Liquid and its counsel were afforded full access to the corporate books, records, documents and other information concerning the Company and were afforded an opportunity to ask such questions of the Company's officers and representatives concerning the Company's business, operations, financial condition, assets, liabilities and other relevant matters as they deemed necessary or desirable, and have been given all such information as has been requested, in order to evaluate the merits and risks of the prospective investment contemplated herein.

3.3.4. Liquid represents that it is experienced in evaluating and investing in securities of companies in the development stage and acknowledges that it is able to fend for itself, can bear the economic risk of its investment, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Shares.

3.3.5. Liquid further represents to the Company that it is an Accredited Investor as such term is defined in Rule 501 of the Act.

4. **CONFIDENTIAL INFORMATION**

4.1. Confidentiality.

4.1.1. Each party ("Receiving Party") agrees to keep confidential and not disclose or use except in performance of its obligations under this Purchase Agreement, confidential or proprietary information related to the another party's ("Disclosing Party") technology or business that the Receiving Party learns in connection with this Purchase Agreement and any other information received from the Disclosing Party, including without limitation, to the extent previously, currently or subsequently disclosed to the Receiving Party hereunder or otherwise: information relating to products or technology of the Disclosing Party, or to the Disclosing Party's business (including, without limitation, computer programs, code,

algorithms, schematics, data, know-how, processes, ideas, inventions (whether patentable or not), names and expertise of employees and consultants, all information relating to customers and customer transactions and other technical, business, financial, customer and product development plans, forecasts, strategies and information) (all of the foregoing, "Confidential Information"). The Receiving Party shall use reasonable precautions to protect the Disclosing Party's Confidential Information and employ at least those precautions that such party employs to protect its own similar confidential or proprietary information. For purposes of this Section, the Assigned Patent (except United States Patent 6,013,007) and the Assigned Patent Documentation shall be deemed "Confidential Information" of SportBug.

4.1.2. "Confidential Information" shall not include information the Receiving Party can document is in or (through no improper action or inaction by the Receiving Party or any affiliate, agent or employee) enters the public domain (and is readily available without substantial effort). Each party, with prior written notice to the Disclosing Party, may disclose such Confidential Information to the minimum extent possible that is required to be disclosed to a governmental entity or agency in connection with seeking any governmental or regulatory approval, or pursuant to the lawful requirement or request of a governmental entity or agency, provided that reasonable measures are taken to guard against further disclosure, including without limitation, seeking appropriate confidential treatment or a protective order, or notifying or assisting the Disclosing Party to do so.

4.1.3. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the Receiving Party or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law and to be indemnified by the Receiving Party from any loss or harm, including, without limitation, lost profits and attorneys' fees, in connection with any breach or enforcement of the Receiving Party's obligations hereunder or the unauthorized use or release of any such Confidential Information. The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach.

4.1.4. At no time shall Liquid, or any of its respective affiliates or representatives issue or make any report, statement or release to the public with respect to this Purchase Agreement or the transactions contemplated hereby without first consulting with and obtaining the consent of SportBug, which consent shall not be unreasonably withheld.

5. MISCELLANEOUS

5.1. Governing Law; Attorneys' Fees. This Purchase Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law principles thereof, and shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. In any action to enforce this Purchase Agreement the prevailing party will be entitled to costs and reasonable attorneys' fees.

5.2. Dispute Resolution. In the event of any controversy or claim arising out of or relating to this Purchase Agreement, or the breach thereof, or any failure to agree where agreement of the parties is necessary pursuant hereto, the parties shall make reasonable efforts to amicably resolve the dispute through direct discussions, and if necessary, through mediation. If a dispute cannot

be settled through direct discussions, the parties agree to endeavor to settle the dispute in an amicable manner by mediation in San Francisco, California and administered by the American Arbitration Association ("AAA"), pursuant to the Commercial Mediation Rules of the AAA at the time of submission. Such discussion and mediation shall be without prejudice to either party's right, in its sole discretion and at any time, to seek relief through litigation or other appropriate legal proceedings.

- 5.3. **Assignment.** This Purchase Agreement shall be binding upon Liquid, its successors, legal representatives and assigns. This Purchase Agreement may not be assigned ("Assigned") by Liquid without the written consent of SportBug. The term "Assigned" includes the sale, disposition or other transfer of the legal rights under this Purchase Agreement, whether by operation of law or otherwise
- 5.4. **Notices.** Any consent, notice or report required or permitted to be given or made under this Purchase Agreement by one party to the other party shall be in writing, delivered by any lawful means and addressed to the other party at its address indicated below, or to such other address as the addressee shall have last furnished in writing to the addressor. Except as otherwise provide in this Purchase Agreement, such consent, notice or report shall be effective upon receipt by the addressee.

To SportBug.com Inc.:
800 Airport Blvd, Suite 417
Burlingame, CA 94010

To Liquid Spark, LLC:
3030 Bridgeway, Suite 114
Sausalito, CA 94965

Attn: Mr. Roger Hayward
Telephone: (650) 685-2480
Facsimile: (650) 558-9490

Attn: Gary M. Root
Telephone: (415) 362-8502
Facsimile: (415) 362-8503

- 5.5. **Severability.** Any of the provisions of this Purchase Agreement which are determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions hereof and without affecting the validity or enforceability of any of the terms of this Purchase Agreement in any other jurisdiction.
- 5.6. **Waivers and Amendments.** No change, modification, extension, termination or waiver of this Purchase Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.
- 5.7. **Entire Agreement.** This Purchase Agreement, along with the exhibits attached hereto, embodies the entire understanding between the parties and supersedes any prior understanding and agreements between and among them respecting the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of this Purchase Agreement which are not fully expressed herein.
- 5.8. **Counterparts.** This Purchase Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Purchase Agreement the day and year first above written.

SPORTBUG.COM, INC.

By: [Signature]

Name: ROGER C HAYWARD

Title: CEO

LIQUID SPARK, LLC

By: GARY M ROOT

Name: [Signature]

Title: CHIEF FINANCIAL OFFICER


By: FRANK VAN HORN

Name: [Signature]

Title: VICE PRESIDENT

EXHIBIT A**PTO ASSIGNMENT**

THIS PATENT ASSIGNMENT (the "Agreement") is made and entered as of JULY 7, 2000 ("Effective Date") by and between SportBug.com, Inc. ("SportBug"), a California corporation, and Liquid Spark, LLC. ("Liquid"), a California limited liability company.

 WHEREAS, Liquid and SportBug have entered into the Technology Purchase Agreement dated as of June 7, 2000 (the "Purchase Agreement"), pursuant to which Liquid has, among other things, agreed to assign to SportBug United States Patent 6,013,007 and PCT Application Serial Number PCT/US99/04273.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE 1
LIQUID UNITED STATES PATENT**

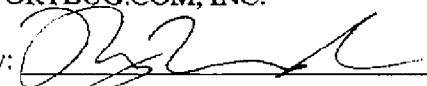
"Liquid Patent" shall mean the United States Patent 6,013,007 (issued on January 11, 2000 and filed on March 26, 1998 by Liquid), as well as any divisions, continuations, continuation-in-parts, reissues and reexaminations thereof and any applications or patents that claim priority from said patents, including, without limitation, any foreign counterparts thereof, including PCT Application Serial Number PCT/US99/04273 and any National Stage Entries resulting therefrom.

**ARTICLE 2
ASSIGNMENT**


Liquid assigns, transfers and conveys to SportBug all of Liquid's rights, title and interest throughout the world in and to the Liquid Patent, the underlying inventions described therein, and all rights, claims and privileges pertaining to the Liquid Patent.


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

SPORTBUG.COM, INC.

By: 
Name: ROGER C HAYWAR
Title: CEO

LIQUID SPARK, LLC

By: 
Name: GARY M. ROOT
Title: PRESIDENT

By: 
Name: FRANK VAN HOORN
Title: VICE PRESIDENT

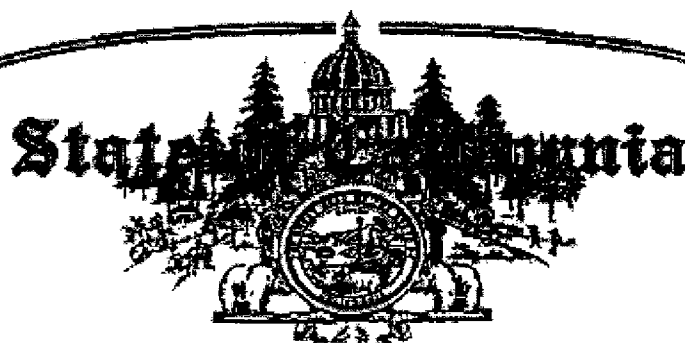
Attachment 3

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PAGE 13

A0574447



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California,
hereby certify:

That the attached transcript of 2 page(s) has
been compared with the record on file in this office, of
which it purports to be a copy, and that it is full, true
and correct.

IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal of
the State of California this day of

DEC 26 2001

Bill Jones

Secretary of State

05/06/2003 12:12 7142832889

AIM MAIL 16

PAGE 14

A0574447



CERTIFICATE OF AMENDMENT
TO THE
FOURTH AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SPORTBUG.COM, INC.

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

DEC 26 2001

BRI JONES, Secretary of State

The undersigned, Roger Hayward and Jock Christie, hereby certify that:

1. They are the duly elected and acting President and Secretary, respectively, of SportBug.com, Inc., a California corporation.
2. Article I of the Amended and Restated Articles of Incorporation of this corporation is amended and restated as follows:

"ARTICLE I

The name of this corporation is US Traxsis, Inc."

3. The amendments set forth herein have been duly approved and adopted by the Board of Directors of this corporation.
4. The amendments set forth herein have been duly approved by the required vote of the shareholders in accordance with Section 902 and 903 of the California Corporations Code. The total number of shares of this corporation entitled to vote on the amendments is 9,471,927 shares of Common Stock. The number of shares voting in favor of the amendment equaled or exceeded the vote required for approval. The percentage vote required for the approval of the amendments was more than 50% of the outstanding shares of Common Stock.

[Signature Page to follow]

C:\DOCUME~1\SKA\LOCALS~1\TEMP\SPORTBUG CERTIFICATE OF AMENDMENT TO 4TH AMENDED RESTATED ARTICLES OF INCORPORATION.DOC

01/24/02 20:42/10

01/24/02

05/06/2003 12:12 7142832889


AIM MAIL 16

PAGE 15

The undersigned further declares under penalty of perjury under the laws of the State of California that they have read the foregoing Certificate of Amendment and know the contents thereof, and that the matters set forth in this certificate are true and correct of their own knowledge.

Dated: December 19, 2001.



Roger Hayward,
President

Jock Christie,
Secretary

01/24/02 05:07 P.05

01/24/02



Attachment 4

05/06/2003 12:12 7142832889

AIM MAIL 16

PAGE 89

Delaware

PAGE 1

The First State

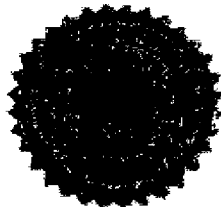
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"US TRAXSIS, INC.", A CALIFORNIA CORPORATION,
WITH AND INTO "AXIOM NAVIGATION, INC." UNDER THE NAME OF
"AXIOM NAVIGATION, INC.", A CORPORATION ORGANIZED AND EXISTING
UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED
IN THIS OFFICE THE THIRTIETH DAY OF APRIL, A.D. 2002, AT 5
O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
KENT COUNTY RECORDER OF DEEDS.

3300767 8100M

020278651



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1754171

DATE: 05-01-02

PAGE 10

C T CORPORATION SYSTEM

STATE OF DELAWARE
 DEPARTMENT OF STATE
 DIVISION OF CORPORATIONS
 FILED 05:00 PM 04/30/2002
 020278651 - 3300767



MERGING

US TRAXIS, INC.

WITH AND INTO

AXTOM NAVIGATION, INC.

Pursuant to Section 252 of the General Corporation Law of
the State of Delaware

The undersigned corporation hereby certifies as follows:

First: That the name and state of incorporation of each of the constituent corporations is as follows:

NAME

STATE OF INCORPORATION

Axiom Navigation, Inc. ("Axiom")
US Traxsis, Inc. ("Traxsis")

**Delaware
California**

Second: That an Agreement and Plan of Merger (the "Agreement") dated as of March 8, 2002, by and between Axiom, Transis and the Principal Securityholders named therein, setting forth the terms and conditions of the merger (the "Merger"), has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 232 of the Delaware General Corporation Law.

Third: That the name of the surviving corporation (the "Surviving Corporation") shall be Axiom Navigation, Inc.

Fourth: The certificate of incorporation of Axiom shall be the certificate of incorporation of the Surviving Corporation.

Fifth: The Surviving Corporation is a corporation of the State of Delaware.

Sixth: That an executed copy of the Agreement is on file at the principal place of business of the Surviving Corporation, at the following address: Axiom Navigation, Inc. 3345 Howard Way, Costa Mesa, CA 92626.

Seventh: That a copy of the Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either constituent corporation.

LA 700219

FORM 1-1

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FORM-0-REVENUE & GENERAL LVI/2

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AIM MAIL 16

PAGE 11

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C T CORPORATION SYSTEM

213 614 9347 P.03

Eighth: The authorized capital stock of Traxsis, the constituent corporation which is not a corporation of the State of Delaware, is Twenty Million (20,000,000) shares of Common Stock and Four Million Five Hundred Sixty Thousand (4,560,000) shares of Preferred Stock.

Ninth: That the Merger shall become effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

[Signature Page Follows]

2

FOLLOWING INFORMATION

LAT 958227

251-1 900/000 251-1 251-1 251-1 251-1

+2134306407

FROM: O'NEALY & WHEELER LLP LAT/2

251-1 2502-02-100

PAGE 12

213 614 5347 P.04

Jayon Shin, President

3

TOTAL P. 94



Attachment 5

To: Axiom Navigation, Inc. ("Axiom")
From: ING Barings Global Leveraged Equity Plan Ltd. ("ING Ltd.")
ING Barings Global Leveraged Equity Plan Holdings LLC ("ING LLC")
Date: October 4, 2002

Reference is hereby made to that certain Security Agreement ("Security Agreement"), dated as of June __, 2002, among Axiom, ING Furman Selz Investors III L.P., ING Barings U.S. Leveraged Equity Plan LLC, ING Ltd., WallerSutton 2000, L.P., Raymond P. Stata 1987 Trust and Senetas Corporation Limited and to the following promissory notes issued by Axiom to ING Ltd. (collectively, the "Notes"):

<u>Date</u>	<u>Principal Amount</u>
June 7, 2002	\$19,174
June 20, 2002	\$10,956
June 25, 2002	\$12,915
August 13, 2002	\$9,130
September 3, 2002	\$4,565
September 12, 2002	\$10,957
October 3, 2002	<u>\$9,130</u>
Total	\$76,826

ING Ltd. hereby sells and assigns to ING LLC, and ING LLC hereby purchases, all of ING Ltd's right, title and interest in the Security Agreement and in the Notes. ING LLC agrees to be bound by the terms of the Security Agreement and the Notes that were applicable to ING Ltd.

The purchase price for the Security Agreement and the Notes (the "Purchase Price") is \$79,198.68. ING Ltd. hereby acknowledges receipt of the Purchase Price.

Axiom hereby consents to the assignment and assumption of the Security Agreement and the Notes as described above. The above assignment and assumption shall be effective as of the close of business on the date hereof.

[remainder of page intentionally left blank; signature page follows]

ING Barings Global Leveraged Equity Plan Ltd.

By: FS Private Investments III LLC, their manager

By: Brian P. Friedman
Brian P. Friedman, Managing Member

ING Barings Global Leveraged Equity Plan Holdings LLC

By: FS Private Investments III LLC, their manager

By: Brian P. Friedman
Brian P. Friedman, Managing Member

ACKNOWLEDGED AND AGREED:

Axiom Navigation, Inc.

By: _____
Steve Hogan, President

ING Barings Global Leveraged Equity Plan Ltd.

By: FS Private Investments III LLC, their manager

By:

Brian P. Friedman, Managing Member

ING Barings Global Leveraged Equity Plan Holdings LLC

By: FS Private Investments III LLC, their manager

By:

Brian P. Friedman, Managing Member

ACKNOWLEDGED AND AGREED:

Axiom Navigation, Inc.

By:

Steve Hogan, President

To: Axiom Navigation, Inc. ("Axiom")

From: ING Furman Selz Investors III L.P.
ING Barings U.S. Leveraged Equity Plan LLC
ING Barings Global Leveraged Equity Plan Holdings LLC (collectively, "FS")
WallerSutton 2000, L.P. ("WS")
Raymond P. Stata 1987 Trust ("RS")
GPS Lending, LLC ("GPS")

Date: October 7, 2002

Reference is hereby made to that certain Security Agreement ("Security Agreement"), dated as of June 7, 2002, among Axiom, FS, WS, RS and Senetas Corporation Limited ("Senetas") and to the Notes and Additional Notes referred to therein and listed on Schedule 1 hereto (collectively, the "Notes").

Please be advised that FS, WS and RS wish to assign to GPS all of their respective rights, title and interests in the Security Agreement and in their respective Notes and that GPS wishes to assume such rights, title and interests and to be bound by the terms of the Security Agreement and the Notes.

Please be further advised that, following such assignment, all notices required to be given to any of FS, WS or RS under the Security Agreement or any of the Notes shall be addressed to: GPS Lending, LLC, c/o WS Capital, LLC, 500 West Putnam Ave., 3rd Floor, Greenwich, CT 06830, Fax: (203) 861-7515, Attn: President.

Please be advised that after the date hereof, Senetas may elect to assign to GPS its right, title and interest in the Security Agreement and in the promissory notes of Axiom held by it and GPS shall assume such right, title and interest, on the same terms as the above-mentioned assignments. Such assignment and assumption shall be effective as of the date specified therein.

Please note that certain of the Notes are currently due and payable. The undersigned request a confirmation by Axiom whether it is currently able to pay the outstanding amounts of such Notes and if so, when does Axiom intend to do so.

Thank you.

[remainder of page intentionally left blank; signature page follows]

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ING Furman Selz Investors III L.P.
ING Barings U.S. Leveraged Equity Plan LLC
ING Barings Global Leveraged Equity Plan Holdings LLC

By: FS Private Investments III LLC, their manager

9
2
By: Brian P. Friedman
Brian P. Friedman, Managing Member

WallerSutton 2000, L.P.

By: WallerSutton 2000 LLC, its general partner

By: _____
James P. Crabtree, Authorized Member

Raymond P. Stata 1987 Trust

By: _____
Raymond P. Stata, Trustee

GPS Lending, LLC

By: _____
James P. Crabtree, President

The undersigned hereby (i) acknowledges receipt of this notice, (ii) consents and agrees to the above-mentioned assignments and assumption (iii) acknowledges, consents and agrees to the potential assignment by Senetas and (iv) advises FS, WS, RS and GPS that it is currently unable pay the outstanding amounts of the Notes and is unable to pay its debts generally as they become due.

Axiom Navigation, Inc.

By: _____
Steve Hogan, President

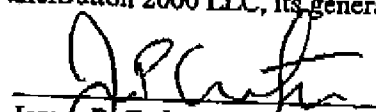
ING Furman Selz Investors III L.P.
ING Barings U.S. Leveraged Equity Plan LLC
ING Barings Global Leveraged Equity Plan Holdings LLC

By: FS Private Investments III LLC, their manager

By: _____
Brian P. Friedman, Managing Member

WallerSutton 2000, L.P.


By: WallerSutton 2000 LLC, its general partner

By: 
James P. Crabtree, Authorized Member

Raymond P. Stata 1987 Trust

By: _____
Raymond P. Stata, Trustee

GPS Lending LLC

By: 
James P. Crabtree, President

The undersigned hereby (i) acknowledges receipt of this notice, (ii) consents and agrees to the above-mentioned assignments and assumption, (iii) acknowledges, consents and agrees to the potential assignment by Senetas and (iv) advises FS, WS, RS and GPS that it is currently unable to pay the outstanding amounts of the Notes and is unable to pay its debts generally as they become due.

Axlom Navigation, Inc.

By: _____
Steve Hogan, President

ING Furman Selz Investors III L.P.
ING Barings U.S. Leveraged Equity Plan LLC
ING Barings Global Leveraged Equity Plan Holdings LLC

By: FS Private Investments III LLC, their manager

By: Brian P. Friedman, Managing Member

WallerSutton 2000, L.P.

By: WallerSutton 2000 LLC, its general partner

By: James P. Crabtree, Authorized Member

Raymond P. Stata 1987 Trust

By: Maria Stata
Raymond P. Stata, Trustee
Maria Stata

GPS Lending, LLC

By: James P. Crabtree, President

The undersigned hereby (i) acknowledges receipt of this notice, (ii) consents and agrees to the above-mentioned assignments and assumption, (iii) acknowledges, consents and agrees to the potential assignment by Senetas and (iv) advises FS, WS, RS and GPS that it is currently unable to pay the outstanding amounts of the Notes and is unable to pay its debts generally as they become due.

Axiom Navigation, Inc.

By: Steve Hogan, President

ING Furman Selz Investors III L.P.
ING Barings U.S. Leveraged Equity Plan LLC
ING Barings Global Leveraged Equity Plan Holdings LLC

By: FS Private Investments III LLC, their manager

By: _____
Brian P. Friedman, Managing Member

WallerSutton 2000, L.P.

By: WallerSutton 2000 LLC, its general partner

By: _____
James P. Crabtree, Authorized Member

Raymond P. Stata 1987 Trust

By: _____
Raymond P. Stata, Trustee

GPS Lending, LLC

By: _____
James P. Crabtree, President

The undersigned hereby (i) acknowledges receipt of this notice, (ii) consents and agrees to the above-mentioned assignments and assumption, (iii) acknowledges, consents and agrees to the potential assignment by Senetas and (iv) advises FS, WS, RS and GPS that it is currently unable to pay the outstanding amounts of the Notes and is unable to pay its debts generally as they become due.

Axiom Navigation, Inc.

By: _____
Steve Hogan, President

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- 2 -

SCHEDULE 1

<u>Note Holder</u>	<u>Date of Note</u>	<u>Principal Amount of Note (\$)</u>
ING Furman Selz Investors III L.P.	06/07/02	146,327
	06/20/02	83,615
	06/25/02	98,562
	08/13/02	69,680
	09/03/02	34,840
	09/12/02	83,615
	10/03/02	<u>69,680</u>
		\$586,319
ING Barings U.S. Leveraged Equity Plan LLC	06/07/02	44,500
	06/20/02	25,428
	06/25/02	29,974
	08/13/02	21,190
	09/03/02	10,595
	09/12/02	25,428
	10/03/02	<u>21,190</u>
		\$178,304
ING Barings Global Leveraged Equity Plan Holdings LLC (as assignee of ING Barings Global Leveraged Equity Plan Ltd.)	06/07/02	19,174
	06/20/02	10,956
	06/25/02	12,915
	08/13/02	9,130
	09/03/02	4,565
	09/12/02	10,957
	10/03/02	<u>9,130</u>
		\$76,827
WallerSutton 2000, L.P.	06/11/02	100,000
	06/25/02	112,050
	08/30/02	150,000
	09/27/02	<u>167,750</u>
		\$529,800
Raymond P. Stata 1987 Trust	06/07/02	40,000
	06/25/02	46,000
	08/13/02	100,000
	08/30/02	50,000
	09/12/02	<u>120,000</u>
		\$356,000
		<u>\$1,727,250</u>

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Attachment 6

05/06/2003 12:12 7142832889

AIM MAIL 16

PAGE 86

NOV-14-02 10:35 From:

T-232 P.02/03 Job-497

ABSOLUTE TRANSFER AND ASSIGNMENT

At a public foreclosure sale conducted under the California Uniform Commercial Code on October 30, 2002, GPS Lending, LLC ("Secured Party") foreclosed on the collateral pledged to Secured Party by Axiom Navigation, Inc. ("Axiom") by credit bidding the amounts owed by Axiom to Secured Party.

All of Axiom's personal property and assets, whether tangible or intangible and whenever acquired by Axiom are being transferred to Secured Party. Without limiting the foregoing, the following personal property and assets of Axiom are hereby transferred to Security Party:

1. all intellectual property and goodwill worldwide, whether registered or unregistered, including, without limitation, all patents, copyrights, trademarks, applications for any patent, copyright or trademark, service marks, designs, logos, indicia, corporate or entity names, company names, business names, fictitious business names, trade names, trade styles, trade dress and registrations, licenses to use the intellectual property of any other party as licensee or sublicensee, websites, domain names, customer listing and data, trade secrets, price lists, designs, drawings, graphics, advertising, promotional materials, packaging, software data, documentation, manuals, code, chart, plans or other works related to the intellectual property, and any extension, continuation, reissue, revisions, renewal or modification of any of the foregoing or claims for infringement of any of the foregoing;
2. all other general intangibles, including, without limitation, all rights, interests, causes in action, causes of action, tax refunds, rights to indemnification or insurance proceeds, rights to enforce non-compete, non-solicit or confidentiality agreements or obligations whether arising under contract, policy, common law or otherwise and to sue for damages for any violations of the same; any letter of credit or guaranty or any other intangible property of any nature whatsoever;
3. all accounts, accounts receivable and all books and records, data processing disks, tapes, tabulating runs, programs, collateral and similar material evidencing, securing or relating thereto;
4. all equipment, machinery, office supplies, furniture, computer hardware, software, programs and computer files, tools, designs, fixtures or additions and accessions thereto;
5. all goods, inventory, raw materials, work in process, spare parts, components and supplies;
6. all cash, cash equivalents, chattel paper, investment property, money, documents, books, records, instruments, deposit accounts, certificated or uncertificated securities and partnership, member or manager interest; and
7. all proceeds, replacements and products of any of the foregoing.

Secured Party may elect to exclude certain assets in its sole discretion and Secured Party is not assuming any liabilities of Axiom of any nature whatsoever. To the extent that Secured Party is interested in a contract, license or lease under which Axiom has current or future performance obligations, Secured Party reserves the right to discuss modified terms with the non-debtor counterparty to such contract, license or lease and Secured Party shall not be deemed to have assumed any such contract, license or lease unless Secured Party expressly does so in writing.

Executed this 30th day of October, 2002.

GPS LENDING, LLC

By: 

James P. Crabtree, President

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PAGE 87

NOV-14-02 10:55 From:

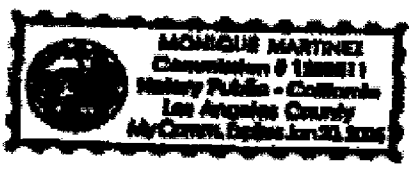
T-232 P.03/03 Job-437

STATE OF CALIFORNIA)
)ss:
COUNTY OF ORANGE)

The undersigned, a notary public for the state and county set forth above, does hereby state that on the 30th of October, 2002, James P. Crabtree appeared before me and stated that he holds the office of President of GPS Lending, LLC and then signed the above document in my presence.



Notary Public



Attachment 7

05/06/2003 12:12 7142832889

AIM MAIL 16

PAGE 02

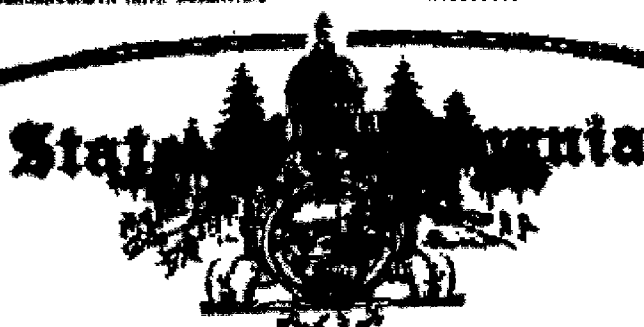
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T-341 P.03/05 Job-925

11-27-02 15:45 From: SCHNEIDERMAN KATH ROSENTHAL

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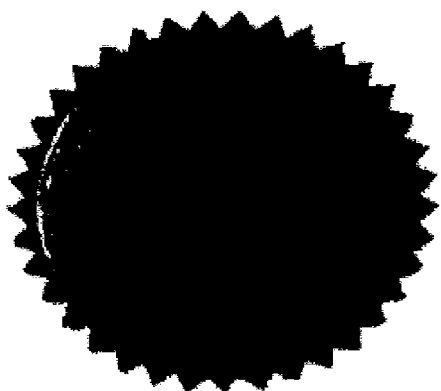
SECRETARY OF STATE

CERTIFICATE OF FILING
OF NAME CHANGE

I, BILL JONES, Secretary of State of the State of California, hereby certify:

That on the 15TH day of NOVEMBER, 2002, there was filed in this office an amendment whereby the Limited Liability Company name of SKYNETIX, LLC, a(n) DELAWARE limited liability company, was changed to: GPS LENDING, LLC.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of November 22, 2002.



Bill Jones
BILL JONES
Secretary of State

ALL

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PAGE 03

NOV-21-02 12:33 From:

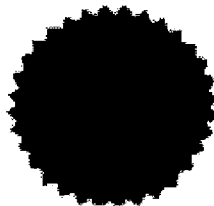
T-108 P 02/03 Job-441

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "GPS LENDING, LLC", CHANGING ITS NAME FROM "GPS LENDING, LLC" TO "SKYNETIX, LLC", FILED IN THIS OFFICE ON THE EIGHTH DAY OF NOVEMBER, A.D. 2002, AT 9 O'CLOCK A.M.



3576834 8100

020690809

Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 2082563

DATE: 11-12-02

05/06/2003 12:12 7142832889

AIM MAIL 16

PAGE 04

NOV-21-02 12:33 From:

T-109 P.03/03 Job-441

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 08:00 AM 11/08/2002
020690802 - 3314824

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF FORMATION
OF
GPS LENDING, LLC

Pursuant to Section 18-202 of
the Limited Liability Company Act of the State of Delaware

The undersigned limited liability company, in order to amend its Certificate of Formation, hereby certifies as follows:

- FIRST: The name of the limited liability company is GPS Lending, LLC.
- SECOND: The Certificate of Formation was filed by the Department of State on October 4, 2002.
- THIRD: The limited liability company hereby amends its Certificate of Formation as follows:

Paragraph FIRST of the Certificate of Formation, relating to the name of the limited liability company, is hereby amended to read as follows:

"FIRST: The name of the limited liability company (hereinafter called the "limited liability company") is SkyNetix, LLC."

FOURTH: The manner in which the foregoing amendment to the Certificate of Formation was authorized was by the unanimous written consent of the Board of Managers of the undersigned limited liability company.

IN WITNESS WHEREOF, the undersigned limited liability company has caused this Certificate of Amendment to be executed by James P. Crabtree, its Chief Executive Officer, who affirms that the statements made herein are true under the penalties of perjury.

November 6, 2002

GPS LENDING, LLC

By: /s/ James P. Crabtree
James P. Crabtree, CEO

85/86/2883 12:12 7142832889

AIM MAIL 16

PAGE 85

DEC-17-02 10:24 From:

T-047 P.02/02 Job-118

SkyNetix, LLC
17815 Newhope Street, Suite M
Fountain Valley, CA 92708

November 11, 2002

Department of the Treasury
Internal Revenue Service
Andover, MA 05501

Re: SkyNetix, LLC (fka GPS Lending, LLC) (EIN 32-3875167)

Dear Sirs:

Please be advised that GPS Lending, LLC has changed its name to SkyNetix, LLC, effective November 8, 2002.

Please update your records as to the name change. In addition, please update the address for SkyNetix, LLC to: 17815 Newhope Street, Suite M, Fountain Valley, CA 92708, Attn: President.

Please acknowledge receipt of this letter, and that you have updated the name and address as requested herein, by signing the enclosed copy of this letter and returning it to us in the provided envelope.

Should you have any questions, please contact our counsel, Sommerschein Nath & Rosenthal (Ron B. Simon, Esq.) at (212) 398-8327.

Thank you.

Sincerely,


James F. Crabtree, CEO

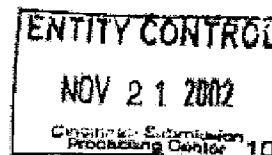
RECEIPT ACKNOWLEDGED;
REQUESTED NAME AND ADDRESS CHANGES MADE:

By: _____
Name: _____
Date: _____

RECEIVED

DEC 8 2002

ENTITY CONTROL





Attachment 8



TECHNOLOGY RETURN ASSIGNMENT AGREEMENT BETWEEN SKYNETIX, LLC AND LIQUID SPARK, LLC

This Technology Return Assignment Agreement ("Return Assignment Agreement") is made and entered into as of May 6, 2003 ("Effective Date") by and between SkyNetix, LLC ("SkyNetix"), a Delaware limited liability company, and Liquid Spark, LLC ("Liquid"), a California limited liability company.

WHEREAS, SkyNetix's predecessor, SportBug.com, Inc. executed a Technology Purchase Agreement ("Original Agreement") with Liquid on July 7, 2000.

WHEREAS, SkyNetix acquired and assumed SportBug.com, Inc.'s interest in Original Agreement.

WHEREAS, SkyNetix is the assignee of a United States Patent 6,013,007 and PCT Application Serial Number PCT/US99/04273;

WHEREAS, SkyNetix is the owner of sports-related Assets and Technologies;

WHEREAS, SkyNetix desires to sell, transfer and assign to Liquid, and Liquid desires to purchase and re-acquire from SkyNetix, all right, title and interest held by SkyNetix in, to and under such Patent and PCT Application;

WHEREAS, SkyNetix desires to sell, transfer and assign to Liquid, and Liquid desires to purchase and acquire from SkyNetix, all right, title and interest held by SkyNetix in, to and under such Assets and Technologies; and

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Return Assignment Agreement, the parties hereby agree as follows:

1. DEFINITIONS

- 1.1. "Assigned Patent" means United States Patent 6,013,007 (issued on January 11, 2000 and filed on March 26, 1998 by Liquid), the inventions described therein, and any and all patents, whether U.S. or foreign, that are or may be granted therefrom, including any continuations, continuations-in-part, divisions, reissues and reexaminations of any of the foregoing, or foreign equivalents thereof; including PCT Application Serial Number PCT/US99/04273 and any National Stage Entries resulting therefrom, including PCT Publication Number WO 99/49279, Australia Application Serial Number 33532/99, Canada Application Serial Number 2,323,492, Europe Application Serial Number 99 914 883.6 and Japan Application Serial Number 2000-538202; all invention disclosures and applications in drafting, together with related books and records, prior to the date hereof; any and all improvement patents to the foregoing, regardless of when filed; and all rights and privileges pertaining to the foregoing, including all rights to sue or bring other actions (including collection of damages) for past, present and future infringement thereof.
- 1.2. "Sold Assets" means any and all sports-related assets and technologies owned by SkyNetix, including, but not limited to, those listed in the form attached hereto as Exhibit B ("Assets and Technologies").

- 1.3. "Encumbrance" means any mortgage, pledge, assessment, security interest, lease, lien, adverse claim, levy, charge or other encumbrance of any kind, or any conditional sale contract, title retention contract or other contract to give any of the foregoing.
- 1.4. "SkyNetix" means SkyNetix, LLC as well as all of its predecessors, successors, legal representatives and assigns including, but not limited to, GPS Lending, LLC, Axiom Navigation, Inc., Traxis, Inc. and SportBug.com, Inc.

2. TECHNOLOGY RETURN ASSIGNMENT AGREEMENT

2.1 Assignment of Patent Rights to Liquid.

- 2.1.1. SkyNetix agrees to sell, assign, transfer, and convey to Liquid, free of all Encumbrances, all of SkyNetix's right, title and interest throughout the world in, to and under the Assigned Patent (the "Assignment"), and shall deliver to Liquid, on the Effective Date, an executed copy of a short-form patent assignment in the form attached hereto as Exhibit A ("PTO Assignment"); and all books, records, files and other documentation relating to the Assigned Patent or the underlying inventions described therein ("Assigned Patent Documentation").
- 2.1.2. SkyNetix agrees to assist Liquid, at the request and sole expense of Liquid (without any expenses paid by SkyNetix for such assistance), in every way: to evidence and perfect the Assignment and to apply for, obtain, prosecute and from time to time enforce, maintain, and defend the Assigned Patent in any and all countries Liquid may designate from time to time. Without limitation to the foregoing, SkyNetix will execute all documents Liquid may request for such purposes. In the event that Liquid is unable for any reason whatsoever to secure the signature of a duly authorized officer of SkyNetix to any document SkyNetix is required to execute pursuant to the foregoing, SkyNetix hereby irrevocably designates and appoints Liquid and its duly authorized officers and agents, with full power of substitution, as its agents and attorneys-in-fact to act for and on its behalf and instead of SkyNetix, to execute and file any such document and to do all other lawfully permitted acts to further the foregoing purposes with the same legal force and effect as if by SkyNetix.

2.2 Sale and License of Assets to Liquid.

- 2.2.1. SkyNetix agrees to sell, assign, transfer, and convey, and in one instance, license to Liquid, all of SkyNetix's right, title and interest throughout the world in, to and under the Sold Assets (the "Sale"), and shall deliver to Liquid, on the Effective Date, all sports-related Assets and Technologies listed in the form attached hereto as Exhibit B, to the extent that such items exist and/or can be located by SkyNetix ("Assets and Technologies"); and all books, records, files and other documentation relating to the Sold Assets that can be located by SkyNetix ("Sold Assets Documentation"). SkyNetix is unaware of any Encumbrances to the Sold Assets, other than is set forth with certain individual items in Exhibit B.
- 2.2.2. The sale of the Sold Assets is made "as-is", and SkyNetix does not provide any warranty or guaranty, express or implied, of any kind whatsoever, including, but not limited to, the completeness, quality or merchantability of the Sold Assets.

2.3. Payment.

- 2.3.1. Subject to the terms and conditions of this Return Assignment Agreement, Liquid shall pay SkyNetix Twenty Three Thousand (\$23,000) U.S. Dollars (the "Purchase Price"). Payment

(10) SBR

of the Purchase Price shall occur on or before May 3, 2003, but not prior to execution of this Return Assignment Agreement.

- 2.3.2. Eight Thousand Eight Hundred Ten and 37/100 Dollars (\$8,810.37) are owed to the patent law firm Shugrue Mion, PLLC for work related to the prosecution of the Assigned Patent by SkyNetix's predecessors in interest, Axiom Navigation, Inc. and SportBug.com, Inc. Liquid agrees to assume all liability and responsibility for such amounts owed and agrees to indemnify and hold harmless SkyNetix, Axiom and SportBug for all such amounts owed to Shugrue Mion, PLLC.

2.4 Transfer Restriction.

This Agreement is made subject to the following restriction on future transfer. Liquid acknowledges that it is aware of existing litigation between SkyNetix and individuals and entities, including Roger Hayward, Richard Fuller, Timothy Pfaffman, Konstantin Gromov, GeoTrax, LLC, Global Pursuit, LLC and USCPC, LLC, and agrees not to directly or indirectly transfer, sell, assign or otherwise convey, including by merger, any of its rights pursuant to this Agreement to any such individuals, entities, or their agents, assigns, successors, officers, directors, employees, or other entities affiliated with or owned by such individuals.

3. **WARRANTIES & REPRESENTATIONS**

- 3.1. Authority. Each party hereby represents and warrants to the other party that it: (i) has the corporate power and authority and the legal right to enter into this Return Assignment Agreement and to perform its obligations hereunder; and (ii) has taken all necessary corporate action on its part to authorize the execution and delivery of this Return Assignment Agreement and the performance of its obligations hereunder.

3.2. Intellectual Property Rights.

- 3.2.1. Assigned Patent. SkyNetix hereby represents and warrants to Liquid that: (i) SkyNetix is the sole owner of all rights, title and interest in the Assigned Patent, (ii) SkyNetix has not assigned, transferred, licensed, or otherwise Encumbered the Assigned Patent or agreed to do so, (iii) SkyNetix has full power and authority to make the Assignment, (iv) SkyNetix is not aware of any lawsuits, pending lawsuits, or correspondences from the United States Patent and Trademark Office with respect to the patentability or validity of any claims of the Assigned Patent and (v) no consent, approval, or authorization of any third party on the part of SkyNetix is required in connection with the entering into this Return Assignment Agreement or the PTO Assignment or the consummation of the transactions contemplated hereunder or thereunder.

3.3. Title to Sold Assets.

- 3.3.1. Sold Assets. SkyNetix hereby represents and warrants to Liquid that: (i) SkyNetix is the sole owner of all rights, title and interest in the Sold Assets, (ii) SkyNetix has not assigned, transferred, licensed, or otherwise Encumbered the Sold Assets or agreed to do so, (iii) SkyNetix has full power and authority to make the Sale, (iv) no consent, approval, or authorization of any third party on the part of SkyNetix is required in connection with the entering into this Sale.

4. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 4.1. Indemnification. Liquid shall indemnify and hold SkyNetix (and its officers and employees) harmless against all suits, actions, costs, expenses, damages, settlements, judgments, and all other liabilities resulting from claims by third parties arising out of Liquid's manufacture and sale of any of the Sold Assets acquired pursuant to this Agreement, including, but not limited to, claims of negligence and product liability.
- 4.2. Limitation of Liability. IN NO EVENT SHALL SKYNETIX BE LIABLE FOR ANY LOSS OF PROFIT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT. The maximum aggregate liability of SkyNetix arising out of or in connection with this Agreement, if such liability arises from any claim based on breach or repudiation of contract shall in no case exceed an amount equal to the amount paid to SkyNetix under this Agreement, and if such liability arises from any claim based on warranty, tort or otherwise shall in no case exceed an amount equal to Five Thousand Dollars (\$5,000.00).

5. MISCELLANEOUS

- 5.1. Governing Law; Attorneys' Fees. This Return Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law principles thereof, and shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. In any action to enforce this Return Assignment Agreement the prevailing party will be entitled to costs and reasonable attorneys' fees.
- 5.2. Dispute Resolution. In the event of any controversy or claim arising out of or relating to this Return Assignment Agreement, or the breach thereof, or any failure to agree where agreement of the parties is necessary pursuant hereto, the parties shall make reasonable efforts to amicably resolve the dispute through direct discussions, and if necessary, through mediation. If a dispute cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute in an amicable manner by mediation in San Francisco, California and administered by the American Arbitration Association ("AAA"), pursuant to the Commercial Mediation Rules of the AAA at the time of submission. Such discussion and mediation shall be without prejudice to either party's right, in its sole discretion and at any time, to seek relief through litigation or other appropriate legal proceedings.
- 5.3. Assignment. This Return Assignment Agreement shall be binding upon SkyNetix, its predecessors, successors, legal representatives and assigns. This Return Assignment Agreement may not be assigned ("Assigned") by SkyNetix without the written consent of Liquid. The term "Assigned" includes the sale, disposition or other transfer of the legal rights under this Return Assignment Agreement, whether by operation of law or otherwise

- 5.4. Notices. Any consent, notice or report required or permitted to be given or made under this Return Assignment Agreement by one party to the other party shall be in writing, delivered by any lawful means and addressed to the other party at its address indicated below, or to such other address as the addressee shall have last furnished in writing to the addressor. Except as otherwise provide in this Return Assignment Agreement, such consent, notice or report shall be effective upon receipt by the addressee.

To SkyNetix, LLC:
C/o FS Private Investments
520 Madison Ave., 8th Fl.
New York, NY 10022

To Liquid Spark, LLC:
3030 Bridgeway, Suite 114

Sausalito, CA 94965

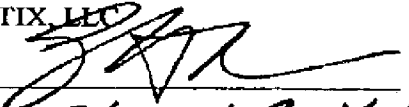
Attn: Mr. Stuart Katz
Telephone: (212) 284-1700
Facsimile: (212) 284-1717
Email: skatz@jefco.com

Attn: Mr. Gary M. Root
Telephone: (415) 362-8502
Facsimile: (415) 362-8503
Email: gary.root@liquidspark.com

- 5.5. Severability. Any of the provisions of this Return Assignment Agreement which are determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions hereof and without affecting the validity or enforceability of any of the terms of this Return Assignment Agreement in any other jurisdiction.
- 5.6. Waivers and Amendments. No change, modification, extension, termination or waiver of this Return Assignment Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.
- 5.7. Entire Agreement. This Return Assignment Agreement, along with the exhibits attached hereto, embodies the entire understanding between the parties and supersedes any prior understanding and agreements between and among them respecting the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of this Return Assignment Agreement which are not fully expressed herein.
- 5.8. Counterparts. This Return Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Return Assignment Agreement the day and year first above written.

SKYNETIX, LLC

By: 
Name: Stuart B. Katz
Title: Director

LIQUID SPARK, LLC


By: 
Name: GARY M. ROOT
Title: PRESIDENT



EXHIBIT A**PTO ASSIGNMENT**

THIS PATENT ASSIGNMENT (the "Agreement") is made and entered as of May 6, 2003 ("Effective Date") by and between SkyNetix, LLC ("SkyNetix"), a Delaware limited liability company, and Liquid Spark, LLC. ("Liquid"), a California limited liability company.

WHEREAS, Liquid and SkyNetix have entered into the Technology Return Assignment Agreement dated as of May 6, 2003 (the "Return Assignment Agreement"), pursuant to which SkyNetix has, among other things, agreed to assign to Liquid United States Patent 6,013,007 and PCT Application Serial Number PCT/US99/04273 and any National Stage Entries resulting therefrom, including PCT Publication Number WO 99/49279, Australia Application Serial Number 33532/99, Canada Application Serial Number 2,323,492, Europe Application Serial Number 99 914 883.6 and Japan Application Serial Number 2000-538202.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and the Return Assignment Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1
UNITED STATES AND FOREIGN PATENTS

"Patent" shall mean the United States Patent 6,013,007 (issued on January 11, 2000 and filed on March 26, 1998 by Liquid), as well as any divisions, continuations, continuation-in-parts, reissues and reexaminations thereof and any applications or patents that claim priority from said patents, including, without limitation, any foreign counterparts thereof, including PCT Application Serial Number PCT/US99/04273 and any National Stage Entries resulting therefrom, including PCT Publication Number WO 99/49279, Australia Application Serial Number 33532/99, Canada Application Serial Number 2,323,492, Europe Application Serial Number 99 914 883.6 and Japan Application Serial Number 2000-538202.

ARTICLE 2
ASSIGNMENT

SkyNetix assigns, transfers and conveys to Liquid all of SkyNetix's rights, title and interest throughout the world in and to the Patent, the underlying inventions described therein, and all rights, claims and privileges pertaining to the Patent.

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

SKYNETIX, LLC

By: Name: STUART B. KATZTitle: Director

LIQUID SPARK, LLC

By: Name: GARY M. ROOTTitle: PRESIDENT

EXHIBIT B**ASSETS AND TECHNOLOGIES**

- Various items, files, business plans, miscellaneous paperwork, prototypes, compact disks inspected by Gary M. Root at SkyNetix's offices on March 28, 2003;
- Various electronic files inspected by Gary M. Root at SkyNetix's offices on March 28, 2003;
- Electronic files required for the operation of the SportBug.com Web site, www.sportbug.com ("URL") or equivalent site hosted at a different URL ("Web site") in the state that it was last known to operate in October of 2002. Certain portions of the Web site are provided under license* from SkyNetix, as defined below;
- Electronic files and source code for the SportBug Loader software application;
- Hardware prototypes of The SportBug Portable GPS Display;
- Engineering documents and specifications to build and code The SportBug Portable GPS Display**;
- The SportBug Portable GPS Display Electrical Engineering Design Package from MOTO Development Group**;
- The SportBug Portable GPS Display Mechanical Engineering Design Package from MOTO Development Group**;
- A list of SportBug.com Users and User Data;
- A template of the SportBug.com database structure;
- Sports-related URL's including sportbug.com, sportbug.net (said URL's are currently in the name of Timothy Pfafman, but are the property of SkyNetix. SkyNetix is in the process of transferring the URL's so they can be assigned to Liquid);
- Any other physical and electronic sports-related assets that are discovered prior to or after execution of this Return Assignment Agreement.

* The Web site as of October, 2002 resided on and derived location information from a back-end location server referred to as ALIS ("ALIS"). The ALIS server contains significant functionality beyond that required to run the Web site and its related location information and functionality. The source code for the numerous functions on ALIS cannot reasonably be separated out to run just the Web site and its related functionality, which is being acquired as a Sold Asset by Liquid.

Those ALIS files which are not exclusive to the operation of the Web site, but contribute to the operation of the Web site in the state that it was last known to operate in October, 2002 ("License Materials") are hereby provided to Liquid under License, as defined below. Those ALIS files which do not contribute to the Web site in any way, shape or form ("Excluded Files") are not sold or licensed to Liquid as part of this Return Assignment Agreement.

Those files, scripts, databases, user information, user data, compiled applications, source code, imagery and other electronic files which are exclusive to the operation of the Web site are hereby considered to be Sold Assets. SkyNetix agrees to sell, assign, transfer, and convey all of SkyNetix's right, title and interest throughout the world in, to and under such assets.

License.

SkyNetix is providing License Materials required for the operation of the Web site as of October, 2002 to Liquid and hereby licenses to Liquid such files solely for the purpose of Liquid being able to run the Web site in its capacity as of October, 2002 and for no other purpose ("License"). SkyNetix grants Liquid a perpetual, irrevocable (subject to the termination provisions below), non-exclusive, assignable, sub-licenseable, transferable, world-wide, royalty-free License. The License Materials are provided "as is" to Liquid. No warranty or guaranty of any kind whatsoever, whether express or implied, is provided under this license. No technical support of any kind will be provided to Liquid under this license.

Liquid acknowledges that the License Materials and Excluded Files contain confidential and proprietary information of SkyNetix ("Proprietary Information") and agrees (a) to hold such Proprietary Information in strict confidence and to take reasonable precautions to protect such Proprietary Information, (b) not to disclose any such Proprietary Information or any information derived therefrom to any third person, (c) not to make any use of the Proprietary Information except as for the purposes of this License, (d) not to copy or reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of any such Proprietary Information. Liquid agrees not to copy the Licensed Materials except Liquid may make one (1) archival

copy of the License Materials solely for archival or backup purposes and may make only the minimum number of copies necessary solely for use by Liquid's employees and sub-contractors who have a need to use such License Materials for the purposes authorized hereunder, provided such sub-contractors have signed a non-disclosure agreement providing SkyNetix with protection equivalent to or greater than the terms of the Mutual NDA executed between SkyNetix and Liquid.

This License shall terminate immediately if (a) Liquid is in breach or default of any material provision of this License or (b) if Liquid (i) voluntarily or involuntarily becomes the subject of a petition in bankruptcy or of any proceeding relating to insolvency, receivership or liquidation for the benefit of creditors; or (ii) admits in writing its inability to pay its debts as they become due. Upon the termination of this License (a) Liquid shall promptly return to SkyNetix the License Materials and (b) all rights and licenses granted hereunder shall immediately cease and terminate.

**The SportBug Portable GPS Display was developed by MOTO Development Group, with whom SportBug had a business dispute. A settlement agreement was reached with MOTO, but SkyNetix does not currently have a copy of this document. Liquid is aware that such settlement agreement may contain some limitations with respect to the ownership of certain elements of the design and will coordinate directly with MOTO to determine what, if any, limitations are in effect.

