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01-12-2006



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torney Docket No.: 3660P015X2

To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
LiquidPrice.com, Inc.
(a Delaware Corporation)
 Additional name(s) of conveying party(ies) attached?
 No Yes

2. Name and address of receiving party(ies):
 Name: **Softface, Inc.**
(a California Corporation)
 Internal Address: _____

3. Nature of Conveyance
 Assignment Merger
 Security Agreement Change of Name
 Other: **(Asset Purchase Agreement (Redacted))**
 Execution Date(s): 11.21.2003

Street Address: 2121 N. California Blvd., Ste. 570
 City: Walnut Creek State/Province: California Zip: 94596
 Country: USA
 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): **09/715,837**

B. Patent No.(s): _____
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Lester J. Vincent, Reg. No. 31,460
 Name: **Blakely, Sokoloff, Taylor & Zafman LLP**
 Internal Address: _____
 Street Address: **12400 Wilshire Boulevard, 7th Floor**
Los Angeles, California 90025

6. Total number of applications and patents involved:

7. Total Fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit Account Number:
02-2666
 (Attach duplicate copy of this page if paying by deposit account)

FINANCE SECTION
JAN 9 21

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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.

Lester J. Vincent, Reg. No. 31,460 January 6, 2006
 Name of Person Signing Signature Date

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

Mail documents to be recorded with required cover sheet information to:
 Mail Stop Assignment Recordation Services
 Director of the United States Patent and Trademark Office
 P.O. Box 1450
 Alexandria, Virginia 22313-1450

01/10/2006 DBYRNE 00000151 09715837

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Based on Form PTO-1595 as modified by BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP on 05/09/03

REDACTED

ASSET PURCHASE AGREEMENT

by and between

SOFTFACE, INC.

and

LIQUIDPRICE.COM, INC.

November 21, 2003

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "*Agreement*") is made as of November 21, 2003 (the "*Agreement Date*"), by and between Softface, Inc., a California corporation ("*Buyer*") and LiquidPrice.com, Inc., a Delaware corporation ("*Seller*").

RECITALS

A.

B. Seller desires to sell and assign to Buyer, and Buyer desires to purchase and acquire from Seller, all of Seller's rights, title and interest in certain assets (including software, technology, product designs, contracts, capital equipment and intellectual properties) of Seller related to the Business, on the terms and conditions set forth in this Agreement.

C.

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 ASSETS.

1.1 Agreement to Sell and Purchase 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, convey and deliver to Buyer at the Closing (as defined in Section 2.3 below), and Buyer agrees to purchase and acquire from Seller at the Closing, all of Seller's right, title and interest in and to the Purchased Assets (as defined in Section 1.2 below). The Purchased Assets will be sold, assigned, transferred and conveyed to Buyer on the Closing Date (as defined in Section 2.3 below), free and clear of all mortgages, pledges, liens, licenses, rights of possession, security interests, restrictions, encumbrances, charges, title retention, conditional sale or other security arrangements and all claims or agreements of any nature whatsoever (collectively "*Encumbrances*").

1.2 Purchased Assets Defined. As used in this Agreement, the term "*Purchased Assets*" means, collectively, other than the Excluded Assets (as defined in Section 1.3 below), all of the tangible and intangible assets, rights and properties owned by or licensed or leased to Seller that are used in or with respect to the Business wherever situated, as the same exists on the Closing Date, which include without limitation the following:

(a) Assigned Contracts.

(b) Software and Software Designs.

(c) Software Tools and Environments.

(d) Documentation.

(e) Intellectual Property Rights. All of Seller's worldwide rights, claims and interests in or to any and all of the following: (i) all patents and patent applications, (ii) all trademarks (whether or not registered), trade names, trade dress, logos, service marks (whether or not registered), all registrations and applications relating to the foregoing, and the goodwill associated therewith and symbolized thereby, (iii) all copyrights (whether or not registered), copyright registrations, moral rights and works of authorship, (iv) all know-how, processes, formulae, technical data, techniques, research records, confidential business information, inventions (whether or not patented or patentable), trade secrets, data bases and rights in data,

and other proprietary information, and other intellectual property rights (collectively, the "*Intellectual Property*"), that relates in whole or in part to the Business or to Source Manager or that may be necessary to give Buyer the exclusive right to hold itself out as successor to the Business the Software, the Tools, the Documentation, and the Business Records, collectively the "*SM Intellectual Property*").

(f) Business Records.

(g) Tangible Assets.

(h) Other Assets and Rights.

1.3 Excluded Assets.

(a) Excluded Contracts.

(b) Excluded Liabilities.

(c) Other Excluded Assets.

1.4 Asset Transfer: Passage of Title; Delivery.

(a) Title Passage. Upon the Closing, title to all of the Purchased Assets shall pass to Buyer, and Seller shall deliver to Buyer possession of all of the Purchased Assets and shall further deliver to Buyer proper assignments, conveyances and bills of sale sufficient to convey to Buyer good and marketable title to all the Purchased Assets, free and clear of all Encumbrances, as well as such other instruments of conveyance as counsel for Buyer may reasonably deem necessary or desirable (both at and after the Closing) to effect or evidence the transfers contemplated hereby.

(b) Delivery of Purchased Assets. On or before the Closing, Seller shall deliver the Purchased Assets to Buyer at Seller's principal place of business or at such other location and times and by such other means as are agreed by the parties. Upon the request of Buyer, Seller will transfer electronically all Purchased Assets that are transferable in electronic form, and Seller agrees that it will transfer all source code only in electronic form (unless Buyer otherwise requests), and represents that all source code is readily transferable in electronic form.

2. PURCHASE PRICE; CLOSING.

2.1 Purchase Price.

2.2 Tax Matters.

2.3 Closing. The consummation of the purchase and sale of the Purchased Assets contemplated hereby will take place at a closing to be held at the offices of Buyer's counsel, Fenwick & West LLP, Embarcadero Center West, 275 Battery Street, San Francisco, California (the "*Closing*") on the first business day following the day that all conditions to the Closing set forth in Sections 7.1 and 7.2 have been satisfied or waived in accordance with this Agreement, or such other place, time and date (or by such other means, including a remote Closing wherein the relevant documents are delivered and exchanged by means of facsimile, mail or courier) as Seller and Buyer may mutually agree (the day on which the Closing takes place being referred to herein as the "*Closing Date*").

3. OBLIGATIONS ASSUMED.

3.1 Liabilities.

REDACTED

3.2 Liabilities and Obligations Not Assumed.

3.3 No Obligations to Third Parties.

3.4 Transfer Taxes.

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 Corporate Organization. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of California.

4.2 Power and Authority: No Default.

(a) Buyer has all necessary corporate power and authority to enter into this Agreement and all agreements, assignments or other documents that Buyer is required to execute and deliver hereunder (the "*Buyer Ancillary Agreements*"). The execution, delivery and performance by Buyer of this Agreement and the Buyer Ancillary Agreements, and the consummation of all the transactions contemplated hereby and thereby, have been duly and validly authorized by Buyer by all necessary corporate action of Buyer's Board of Directors.

(b) This Agreement and the Buyer Ancillary Agreements, when executed and delivered by Buyer, will be duly and validly executed and delivered and will be the valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms.

(c) Neither the execution and delivery of this Agreement or the Buyer Ancillary Agreements by Buyer, nor the performance by Buyer of its obligations under this Agreement or under the Buyer Ancillary Agreements will (i) violate Buyer's Articles of Incorporation or Bylaws, or (ii) violate any law, statute, rule or regulation or order, writ, judgment, injunction or decree of any court, administrative agency or government body applicable to Buyer.

4.3 Authorization for this Agreement. No authorization, approval, order, consent of, or registration, declaration, qualification or filing with, any court, governmental department, bureau, agency, public board, commission, governmental authority or instrumentality (each, a "*Governmental Authority*") or other third party is required for the consummation by Buyer of the transactions contemplated by this Agreement and the Buyer Ancillary Agreements.

4.4 Valid Issuance of Stock.

5. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller hereby represents and warrants to Buyer that each of the representations, warranties and statements contained in this Section 5 is true and correct.

For the purposes of this Agreement, the terms "*Material Adverse Effect*" and "*Material Adverse Change*" mean any change, event, circumstance or effect, whether or not such change, event, circumstance or effect is caused by or arises in connection with a breach of a representation, warranty, covenant or agreement of Seller in this Agreement, that is or is reasonably likely to be materially adverse to the Business or the Purchased Assets, or the financial condition, value, status or prospects of the Business, or the Purchased Assets .

For the purposes of this Agreement, the Seller shall be deemed to have "*knowledge*" of any fact, circumstance, event or other matter known to any of the Listed Persons (as defined below), or that would have been known by any Listed Person after reasonable inquiry by such Listed Person.

5.1 Power and Authority; No Default Upon Transfer.

(a) Seller has all necessary corporate power and authority to enter into and perform its obligations under this Agreement, and all agreements, assignments or other documents that Seller is required to execute and deliver hereunder (the "*Seller Ancillary Agreements*"). The execution, delivery and performance by Seller of this Agreement and the Seller Ancillary Agreements, and the consummation of all the transactions contemplated hereby and thereby, have been duly and validly authorized by Seller by all necessary corporate action of Seller's Board of Directors and stockholders.

(b) This Agreement and the Seller Ancillary Agreements, when executed and delivered by Seller, will be duly and validly executed and delivered and will be the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

(c) Neither the execution and delivery of this Agreement or the Seller Ancillary Agreements by Seller, nor the performance by Seller of its obligations under this Agreement or under the Seller Ancillary Agreements, will (a) conflict with, or (with or without notice or lapse of time, or both) result in a termination, default, breach, violation or impairment of (i) any provisions of Seller's Amended and Restated Certificate of Incorporation or Bylaws, (ii) any loan, note, indenture, mortgage, deed of trust, security agreement, contract, Assigned Contract, license, lease or other agreement to which Seller is a party or by which Seller or any of the Purchased Assets is bound, or (iii) any law, statute, rule or regulation or order, writ, judgment, injunction or decree of any Governmental Authority applicable to the Seller, the Business or the Purchased Assets, or (b) result in the creation of Encumbrances on any of the Purchased Assets. None of the bulk sales, bulk transfer or similar provisions under the laws of the commercial code of any state applies to the transactions contemplated by this Agreement and the Seller Ancillary Agreements.

5.2 Assets; Title. The Purchased Assets include all property, assets, technology or Intellectual Property, tangible or intangible, agreements and rights necessary for Buyer to operate the Business after the Closing in a manner substantially equivalent to the manner in which Seller is currently operating the Business. Seller holds good and marketable title to all of the Purchased Assets, free and clear of all Encumbrances. Title to all the Purchased Assets is freely transferable from Seller to Buyer without obtaining the consent or approval of any person, except such consents and approvals as are listed in Schedule 5.2 and have been obtained by Seller. The Business Records are complete and accurate in all material respects. Since December 31, 2002, neither Seller nor any Seller Affiliate has disposed of or terminated any assets that would otherwise fall within the definition of Purchased Assets, except in the ordinary course of business or as otherwise may be disclosed in Schedule 5.2. All tangible Purchased Assets are located at 100 Marine Parkway, Suite 200, Redwood City, CA 94065.

5.3 Tangible Assets. Schedule 1.2(g) sets forth a true, complete and accurate description of each item, or each group of like items (stating the number), of the Tangible Assets, which description identifies (i) the location of each such item or group of items, (ii) to the extent available, original acquisition date and cost of such items. The Tangible Assets are in good working condition and repair, ordinary wear and tear excepted, usable in the ordinary course of business and are adequate and sufficient for all current operations of the Business.

5.4 Financial Information; Liabilities. The financial information provided by Seller to Buyer with respect to the Business are based upon financial data prepared by Seller, on a basis consistent with past practice, in accordance with the books and records of Seller and fairly present the financial position and results of operations of the Business. Seller has no Liabilities of any nature, whether accrued, absolute, contingent or otherwise, and whether due or to become due that have not been disclosed to Buyer in writing.

5.5 Litigation. Except for threatened counterclaims in the action described in Schedule 5.5, there is no claim, action, suit or proceeding pending or, to Seller's knowledge, threatened, against Seller (including but not limited to any claim, action, suit or proceeding relating to or affecting the Business or the Purchased Assets), at law, in equity, by way of arbitration or before any Governmental Authority or arbitrator that might reasonably be expected to affect the Business, the Purchased Assets, the Assumed Liabilities or the Listed Persons or result, either individually or in the aggregate, in any Material Adverse Change nor is Seller aware of any reasonable basis therefor. There are no judgments, decrees, injunctions or orders of any Governmental Authority or arbitrator against Seller affecting the Purchased Assets or the Business. Seller has not, nor does Seller intend to, initiate any claim, action, suit or proceeding that might affect the Business, the Purchased Assets, the Assumed Liabilities or the Listed Persons.

5.6 Contracts and Commitments.

5.7 Intellectual Property.

(a) Schedule 5.7(a) sets forth a complete list of all registered patents, trademarks, copyrights, domain names and service marks, and any applications therefor in respect of any of the foregoing owned by Seller and included in the SM Intellectual Property, and specifies, where applicable, the jurisdictions in which the rights to SM Intellectual Property have been issued or registered or in which an application for such issuance and registration has been filed, including the respective registration or application numbers and the names of all registered owners. All registered patents, trademarks, service marks and copyrights owned by Seller and set forth in Schedule 5.7(a) are valid and subsisting.

(b) Seller owns, or has the valid right or license to use, possess, sell, license, copy, distribute, market, advertise, dispose of and has the right to bring actions for the infringement of, and where necessary, has made timely and proper application for, all SM Intellectual Property that is used in, or required for the conduct of, the Business as presently conducted or as presently proposed to be conducted, or that comprise the Purchased Assets. Except as disclosed in Schedule 5.7(b), Seller has not granted to any third party any outstanding licenses or other rights to any of the SM Intellectual Property and Seller is not liable, nor has Seller made any contract or arrangement whereby it may become liable, to any person for any royalty or other compensation for the use of any SM Intellectual Property. Schedule 5.7(b) lists all contracts, licenses and agreements to which Seller is a party with respect to any SM Intellectual Property, including any agreements providing for the right of Seller to use third-party intellectual property or technology in connection with or as part of the Business or Purchased Assets (the "*Seller IP Rights Agreements*") and further identifies all third-party Intellectual Property or technology that is incorporated in, is, or forms part of the Purchased Assets or is otherwise used in the Business, including (but not limited to) Intellectual Property or technology licensed under contracts, agreements and licenses that are Excluded Assets. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and in the Seller Ancillary Agreements will not constitute a material breach of or default under any Seller IP Rights Agreement, will not cause the forfeiture or termination or give rise to a right of forfeiture or termination, of any Seller IP Rights Agreements or materially impair the right of Buyer, following the Closing, to develop, use, sell, license or otherwise commercially exploit in any manner any SM Intellectual Property or any portion thereof.

(c) None of the Purchased Assets has violated or infringed upon, or is violating or infringing upon, or misappropriates, any patent, copyright, trademark, trade secret or other intellectual or proprietary right of any third party. There is no pending or, to the knowledge of the Seller, threatened claim or litigation contesting the validity, ownership or right to use, sell, license or dispose of any SM Intellectual Property nor, to the knowledge of Seller, is there any basis for any such claim, nor has Seller received any written notice asserting that any SM Intellectual Property or the proposed use, sale, license or disposition thereof conflicts or will conflict with the rights of any other party, nor, to the knowledge of Seller, is there any basis for any such assertion. No SM Intellectual Property is subject to any outstanding order, judgment, decree, stipulation or agreement related to or restricting in any manner, the licensing, sale, assignment, transfer or conveyance thereof by Seller.

REDACTED

(d)

(e)

(f)

(g)

(b)

5.8 Compliance with Laws. In the operation of the Business, Seller has materially complied with all applicable laws, rules, regulations and orders of federal, state, local and foreign governments (including but not limited to all export control laws and regulations of the United States of America or any Governmental Authority) and Seller is not in default with respect to any order, judgment, writ, injunction, decree, award, rule or regulation of any Governmental Authority or arbitrator that restrains or limits the operations of the Business or the use of the Purchased Assets. Seller holds all material permits, licenses and approvals from, and has made all material filings with, Governmental Authorities (and quasi-governmental authorities), that are necessary and/or legally required for Seller to conduct its present business without any violation of applicable law ("*Governmental Permits*") and all such Governmental Permits are in full force and effect. Seller has not received any notice or other communication from any Governmental Authority regarding (i) any actual or possible violation of law or any Governmental Permit or any failure to comply with any term or requirement of any Governmental Permit, or (ii) any actual or possible revocation, withdrawal, suspension, cancellation, termination or modification of any Governmental Permit.

5.9 Employee Matters.

(a)

REDACTED

(b)

(c)

(d)

5.10 Authorization for this Agreement. No order, authorization, approval, consent or waiver of, or registration, qualification, designation, declaration or filing with any Governmental Authority is required for the consummation by Seller of the transactions contemplated by this Agreement. No consents or licenses from any person, or payment to any person, are necessary to enable Seller to enter into, and to perform its obligations under, this Agreement and the Seller Ancillary Agreements, and to enable Buyer to operate the Business substantially in the manner in which Seller has operated same.

5.11 Taxes.

5.12 Material Misstatements or Omissions. No representation or warranty by Seller in this Agreement, or in any document, statement, certificate or schedule furnished or to be furnished to Buyer by (or on behalf of) Seller pursuant thereto, contains, or will when furnished contain, any untrue statement of a material fact, or omits, or will then omit to state, a material fact necessary to make any statement of facts contained herein or therein not materially misleading. There have been no events or transactions, or information that has come to the attention of Seller that, as related directly to Seller, the Business or the Purchased Assets, could reasonably be expected to have a Material Adverse Effect.

5.13 Fair Consideration; No Fraudulent Conveyance. The transfer of the Purchased Assets to Buyer as contemplated by this Agreement and the Seller Ancillary Agreements is made in exchange for fair and equivalent consideration, and Seller is not now insolvent and Seller will not be rendered insolvent by the sale, transfer and assignment of the Purchased Assets as contemplated by this Agreement and the Seller Ancillary Agreements. Seller is not entering into this Agreement and the transactions contemplated hereby with the intent to defraud, delay or hinder its creditors. The transaction contemplated in this Agreement and the Seller Ancillary Agreements will not constitute a fraudulent conveyance, or otherwise give rise to any right of any creditor of Seller whatsoever to any of the Purchased Assets in the hands of Buyer after the Closing.

5.14 Investment Representations.

(a) Purchase for Own Account.

(b) Disclosure of Information.

(c) Investment Experience.

(d) Restricted Securities.

5.15 Brokerage and Finder's Fees.

5.16 Organization. Seller is a corporation duly organized, validly existing, and qualified to transact business under the laws of the State of Delaware. Seller is duly qualified to transact business and is in good standing in all jurisdictions where the failure to be so qualified would not have a Material Adverse Effect. Seller has all necessary corporate power and authority to own and use the Purchased Assets and to operate the Business as currently conducted and as proposed to be conducted. Seller has delivered to Buyer true and correct copies of its Amended and Restated Certificate of Incorporation and Bylaws, as in effect on the date hereof. Seller has no direct or indirect interest in any corporation, limited liability company, partnership, joint venture or other entity.

6. COVENANTS OF SELLER.

6.1 Further Assurances and Asset Transfers.

(a) Before and after the Closing, and subject to the terms of this Agreement, Seller will (i) file any notice, statement or other communication, (ii) execute and deliver all such other and additional assignments, instruments, endorsements, notices, releases, undertakings and other documents, and (iii) do all such other acts and take such further actions, all as may be reasonably requested by Buyer for the purpose of effecting the transfer of Seller's title to the Purchased Assets or as necessary to assure to Buyer all the rights and interests granted or intended to be granted under this Agreement. Seller hereby appoints Buyer as its attorney-in-fact for the limited purpose of executing such assignments, instruments, endorsements, notices, releases, undertakings and other documents should Seller be unable or unwilling to do so.

(b) From and after the date of the Closing, Seller agrees to convey, transfer, and assign to Buyer or a Buyer Affiliate, free and clear of all Encumbrances, any tangible or intangible rights, properties or assets then held by Seller (i) that are necessary to permit Buyer or such Buyer Affiliate to conduct, operate and maintain the Business as currently conducted, (ii) that are among the Purchased Assets, including without limitation, the Assigned Contracts, (iii) the conveyance, transfer or assignment of which would have been necessary for representations and warranties of Seller herein to be true and correct as of the date of the Closing, or (iv) the conveyance, transfer or assignment of which was or is required by the covenants of Seller contained in this Agreement. To the extent that any Assigned Contract was not assigned to Buyer or a Buyer Affiliate because of a limit on assignability of such Assigned Contract, Seller shall take all actions necessary to pass through to Buyer or such Buyer Affiliate all benefits of such Assigned Contracts and Buyer or such Buyer Affiliate shall perform all obligations of Seller thereunder; provided, however, that compliance of Seller with this sentence shall not excuse Seller from any breach of the representations, warranties and covenants of the Seller, resulting from such non-assignment.

6.2 Prohibited Actions. Seller shall not, without Buyer's prior written consent:

- (i) grant any Encumbrance on any of the Purchased Assets;
- (ii) sell, transfer or dispose of any of the Purchased Assets;
- (iii) change any of its accounting methods except as required by changes in GAAP or by Applicable Laws;
- (iv) amend or terminate any contract, agreement, arrangement, commitment or undertaking, including any license, to which it is a party that relates to the Business;
- (v) waive or release any right or claim that relates to the Purchased Assets or the Business;
- (vi) license any of the SM Intellectual Property, or acquire any Intellectual Property (or any license thereto) from any third party; or
- (vii) agree to do any of the things described in the preceding clauses (i) through (vi).

6.3 Consent to Third Parties. Prior to the Closing Date, Seller shall obtain the consent in writing of all persons necessary to permit Seller to assign and transfer all of the Purchased Assets (including, but not limited to, the Assigned Contracts) to Buyer, free and clear of all Encumbrances, and to perform its obligations under, and to conclude the transactions contemplated by, this Agreement and the Seller Ancillary Agreements in order that the performance hereof will not result in the termination of, or any violation, breach or default under, any Assigned Contracts or affect the Purchased Assets.

6.4 Confidential Information.

6.5 No Post-Closing Retention of Copies.

6.6 Taxes.

(a)

(b)

6.7 Post-Closing Audits and Governmental Inquiries.

6.8 Legal Requirements. Each of the parties hereto shall use its reasonable efforts to take promptly, or cause to be taken, all reasonable actions, and to do promptly, or cause to be done, all things reasonably necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated hereby, to obtain all necessary waivers, consents and approvals and to effect all necessary registrations and filings and to remove any legal injunctions, in order to consummate and make effective the transactions contemplated by this Agreement for the purpose of securing to the parties hereto the benefits contemplated by this Agreement.

6.9 Limit on Distribution of Purchase Price.

6.10 Survival of Covenants. Each of the covenants set forth in this Section 6 shall survive the Closing.

7. CONDITIONS TO CLOSING.

7.1 Conditions to Buyer's Obligations. The obligations of Buyer hereunder are subject to the fulfillment or satisfaction, on and as of the Closing, of each of the following conditions (any one or more of which may be waived by Buyer, but only in a writing signed by Buyer):

(a) **Accuracy of Representations and Warranties on Closing Date.** The representations and warranties of Seller set forth in this Agreement (a) that are qualified as to materiality will be true and correct and (b) that are not qualified as to materiality shall be true and correct in all material respects, in each case on and as of the Closing with the same force and effect as if they had been made at the Closing Date (except for any such representations or warranties that, by their terms, speak only as of a specific date or dates, in which case such representations and warranties that are qualified as to materiality shall be true and correct, and such representations and warranties that are not qualified as to materiality shall be true and correct in all material respects, on and as of such specified date or dates), and at the Closing Buyer will have received a certificate to such effect executed by Seller's Chief Executive Officer, to the extent of his actual personal knowledge.

(b) **Covenants.** Seller will have performed and complied in all material respects with all of its covenants contained in this Agreement at or before the Closing (to the extent that such covenants require performance by Seller at or before the Closing), and at the

Closing Buyer will have received a certificate to such effect executed by Seller's Chief Executive Officer, to the extent of his actual personal knowledge.

(c) No Material Adverse Change. There shall have been no Material Adverse Change.

(d) Compliance with Law; No Legal Restraints; No Litigation. There will not be any issued, enacted or adopted, or threatened in writing by any Governmental Authority any order, decree, temporary, preliminary or permanent injunction, legislative enactment, statute, regulation, action, inquiry or investigation, or any judgment or ruling by any Governmental Authority that prohibits or renders illegal or imposes limitations on: (a) the transactions contemplated by this Agreement or any Ancillary Agreement; or (b) Buyer's right (or the right of any Buyer subsidiary) to own, retain, use or operate any of its products, properties or assets (including the Purchased Assets) on or after consummation of the transactions contemplated by this Agreement or seeking a disposition or divestiture of any such properties or assets. No litigation or proceeding will be pending for the purpose or with the probable effect of enjoining or preventing the consummation of any of the transactions contemplated by this Agreement.

(e) No Order. No Governmental Authority shall have issued, promulgated, enforced or entered any decree, injunction or other order (whether temporary, preliminary or permanent) that is in effect and that has the effect of making the transactions contemplated under this Agreement illegal or otherwise prohibiting consummation of such transactions.

(f) Stockholder Approval. This Agreement and the transactions contemplated by this Agreement will have been duly and validly approved and adopted by Seller's stockholders as required by applicable law and Seller's Amended and Restated Certificate of Incorporation and Bylaws.

(g) Opinion of Seller's Counsel.

(h) Delivery of Purchased Assets.

(i) Employment Acceptances.

- (j) Settlement Agreements.
- (k) Delivery of Other Closing Documents.
- (l) Seller's Consents Obtained.
- (m) Assignment and Assumption Agreement; Trademark Agreement.

7.2 Conditions to Seller's Obligations.

(a) Accuracy of Representations and Warranties on Closing Date. The representations and warranties of Buyer set forth in this Agreement (a) that are qualified as to materiality will be true and correct and (b) that are not qualified as to materiality shall be true and correct in all material respects, in each case on and as of the Closing with the same force and effect as if they had been made at the Closing Date (except for any such representations or warranties that, by their terms, speak only as of a specific date or dates, in which case such representations and warranties that are qualified as to materiality shall be true and correct, and such representations and warranties that are not qualified as to materiality shall be true and correct in all material respects, on and as of such specified date or dates), and at the Closing Seller will have received a certificate to such effect executed by a duly authorized officer of Buyer.

(b) Covenants. Buyer will have performed and complied in all material respects with all of its covenants contained in this Agreement at or before the Closing (to the extent that such covenants require performance by Buyer at or before the Closing), and at the Closing Seller will have received a certificate to such effect executed by a duly authorized officer of Buyer.

(c) Compliance with Law; No Legal Restraints; No Litigation. There will not be any issued, enacted or adopted, or threatened in writing by any Governmental Authority any order, decree, temporary, preliminary or permanent injunction, legislative enactment, statute,

regulation, action, inquiry or investigation, or any judgment or ruling by any Governmental Authority that prohibits or renders illegal or imposes limitations on the transactions contemplated by this Agreement or any Ancillary Agreement. No litigation or proceeding will be pending for the purpose or with the probable effect of enjoining or preventing the consummation of any of the transactions contemplated by this Agreement.

(d) No Order. No Governmental Authority shall have issued, promulgated, enforced or entered any decree, injunction or other order (whether temporary, preliminary or permanent) that is in effect and that has the effect of making the transactions contemplated under this Agreement illegal or otherwise prohibiting consummation of such transactions.

(e) Payment of Purchase Price.

(f) Assignment and Assumption Agreement.

(g) Employment Offer Letters.

(h) Consulting Agreements.

8. COVENANTS AND AGREEMENTS RELATED TO LISTED PERSONS.

8.1 Offers of Employment.

(a)

(b)

8.2 Employment Taxes.

8.3 Compensation; Contractual Obligations.

8.4 Severance Payments.

8.5 COBRA Payments.

8.6 Seller Employee Plan Claims; Life Insurance and Disability Coverage.

8.7 No Rights Conferred Upon Employees.

9. TERMINATION OF AGREEMENT

9.1 Termination by Mutual Consent. This Agreement may be terminated at any time prior to the Closing by the mutual written consent of Seller and Buyer.

9.2 Unilateral Termination. This Agreement may be terminated at any time prior to the Closing by:

(a) either Seller or Buyer, by giving written notice to the other if a court of competent jurisdiction or other Governmental Authority shall have issued a nonappealable final order, decree or ruling or taken any other action, in each case having the effect of permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement.

(b) either Seller or Buyer, by giving written notice to the other, if the Closing shall not have been occurred by midnight Pacific Time on November 30, 2003; provided, however, that the right to terminate this Agreement pursuant to this Section 9.2(b) shall not be available to any party whose failure to perform in any material respect any of its obligations or covenants under this Agreement has been a principal cause of or results in the failure of any condition set forth in Section 7.1 or Section 7.2, as applicable, to be fulfilled.

(c) either Seller or Buyer if the other has committed a material breach of (a) any of such party's representations and warranties contained in this Agreement so that the conditions set forth in Section 7.1(a) or 7.2(a), as applicable, would not be satisfied; or (b) any of such party's covenants contained in this Agreement so that the conditions set forth in Section 7.1(b) or 7.2(b), as applicable, would not be satisfied, and has not cured such material breach within ten (10) days after the party seeking to terminate this Agreement has given the other party written notice of the material breach and its intention to terminate this Agreement pursuant to this Section 9.2(c); provided, however, that no cure period shall be required for a breach which by its nature cannot be cured.

9.3 No Liability for Termination. Termination of this Agreement by a party (the "*Terminating Party*") in accordance with the provisions of this Section 9 will not give rise to any liability or obligation on the part of the Terminating Party on account of such termination; provided, however, that nothing herein shall relieve a party from liability for a willful breach of this Agreement. The provisions of this Section 9 and of Section 11 shall survive any termination of this Agreement.

10. SURVIVAL OF REPRESENTATIONS AND WARRANTIES.

10.1 Survival of Representations and Warranties. All representations and warranties of Seller contained in this Agreement, and in the other agreements, certificates, schedules or exhibit delivered pursuant to this Agreement, will remain operative and in full force and effect, regardless of any investigation made by or on behalf of any of the parties to this

Agreement until the earlier of (a) the termination of this Agreement in accordance with its terms or (b) for a period of one year from the Closing Date (the "*Expiration Date*"). All representations and warranties of Buyer contained in this Agreement and the other agreements, certificates, schedules and exhibits delivered pursuant to this Agreement will remain operative and in full force and effect, regardless of any investigation made by or on behalf of any of the parties to this Agreement, until the earlier of (a) the termination of this Agreement in accordance with its terms or (b) the Closing Date.

11. MISCELLANEOUS.

11.1 Governing Law; Dispute Resolution.

(a) Governing Law. The internal laws of the State of California (irrespective of choice of law principles) will govern the validity of this Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto. Any dispute between the parties hereunder including any Contested Claim ("*Dispute*") shall be settled by mandatory, final and binding arbitration in San Francisco, California and, except as herein specifically stated, in accordance with the commercial arbitration rules of the American Arbitration Association ("*AAA Rules*") then in effect. However, in all events, these arbitration provisions shall govern over any conflicting rules that may now or hereafter be contained in the AAA Rules. Either Buyer or Seller may commence the arbitration process called for by this Agreement by filing a written demand for arbitration with the American Arbitration Association and giving a copy of such demand to the other party to this Agreement. The parties will cooperate with each other in promptly selecting a single arbitrator, and in scheduling the arbitration proceedings in order to fulfill the provisions, purposes and intent of this Agreement. Any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over the subject matter thereof.

(b) Payment of Costs. The parties will bear the expense of deposits and advances required by the arbitrator in equal proportions, but either party may advance such amounts, subject to recovery as an addition or offset to any award. The arbitrator will determine the party who is the prevailing party and the party who is the non-prevailing party. The non-prevailing party will pay all reasonable costs, fees and expenses related to the arbitration, including reasonable fees and expenses of attorneys, accountants and other professionals incurred by the prevailing party, the fees of the arbitrator and the administrative fee of the arbitration proceedings. If such an award would result in manifest injustice, however, the arbitrator may apportion such costs, fees and expenses between the parties in such a manner as the arbitrator deems just and equitable.

(c) Burden of Proof. Except as may be otherwise expressly provided herein, for any Dispute submitted to arbitration, the burden of proof will be as it would be if the claim were litigated in a judicial proceeding governed by California law exclusively.

(d) Award. Upon the conclusion of any arbitration proceedings hereunder, the arbitrator will render findings of fact and conclusions of law and a final written arbitration award setting forth the basis and reasons for any decision reached (the "*Final Award*") and will deliver such documents to the Seller and Buyer, together with a signed copy of the Final Award. The

Final Award will constitute a conclusive determination of all issues in question, binding upon Buyer and Seller, and will include an affirmative statement to such effect.

(e) Timing. Seller, Buyer and the arbitrator will conclude each arbitration pursuant to this Section 11.1 as promptly as possible for the Dispute being arbitrated.

(f) Terms of Arbitration. The arbitrator chosen in accordance with these provisions will not have the power to alter, amend or otherwise affect the terms of these arbitration provisions or the provisions of this Agreement.

11.2 Expenses. Buyer shall bear its own expenses (including, without limitation, the fees of its own attorneys, accountants, investment bankers, advisors and other professionals) incurred in connection with the negotiation and consummation of the transactions contemplated hereby. Buyer shall pay Seller's actual, reasonable attorney's fees directly associated with the transactions contemplated hereby, including Seller's dissolution and liquidation, not to exceed \$15,000. Seller shall bear the remainder of its own expenses (including, without limitation, the fees of its own attorneys over \$15,000 and all fees of its accountants, investment bankers, advisors and other professionals) incurred in connection with the negotiation and consummation of the transactions contemplated hereby, including Seller's dissolution and liquidation.

11.3 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be either hand delivered in person, sent by confirmed facsimile transmission, sent by certified or registered United States first-class mail, postage prepaid, or sent by nationally recognized overnight express courier. Such notice will be effective (i) upon receipt if hand delivered or sent by facsimile, (ii) five days after mailing if sent by mail, and (iii) one day after dispatch if sent by express courier, to the following addresses, or such other addresses as any party may notify the other parties in writing in accordance with this Section 11.3.

(a) If to Seller:

LiquidPrice.com, Inc.
100 Marine Parkway, Suite 200
Redwood City, CA 94065
Attention: Chief Executive Officer
Fax: (650) 595-2813

REDACTED

With copy to:

Francisco X. Márquez
Fax: (650) 618-2032

(b) If to Buyer:

Softface, Inc.
2121 N. California Boulevard
Suite 570
Walnut Creek, CA 94596
Attention: John Machusic
Fax: 925-941-0061

With copy to:

Fenwick & West LLP
Embarcadero Center West
275 Battery Street
San Francisco, CA 94111
Attention: David Michaels
Fax: (415) 281-1350

11.4 Entire Agreement.

11.5 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.

11.6 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 Assignment. This Agreement may not be assigned by any party hereto without the prior written consent of each other party; except that Buyer may assign this Agreement (and all related agreements) by operation of law or in connection with any merger, consolidation or sale of all or substantially all Buyer's assets or in connection with any similar transaction.

11.8 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.

11.9 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 Construction of Agreement. The language hereof will not be construed for or against either party. When a reference is made in this Agreement to Exhibits or Schedules, such reference shall be to an Exhibit or Schedule to this Agreement unless otherwise indicated. When a reference is made in this Agreement to Sections, such reference shall be to a Section of this Agreement unless otherwise indicated. The words "*include,*" "*includes*" and "*including*" when used herein shall be deemed in each case to be followed by the words "*without limitation.*" The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. When reference is made herein to "*the business of*" an entity, such reference shall be deemed to include the business of all direct and indirect subsidiaries of such entity. Reference to the subsidiaries of an entity shall be deemed to include all direct and indirect subsidiaries of such entity. The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

11.11 No Joint Venture. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between any of the parties hereto. No party is by virtue of this Agreement authorized as an agent, employee or legal representative of any other party. No party will have the power to control the activities and operations of any other and their status is, and at all times, will continue to be, that of independent contractors with respect to each other. No party will have any power or authority to bind or commit any other. No party will hold itself out as having any authority or relationship in contravention of this Section.

11.12 Public Announcement.

11.13 Absence of Third Party Beneficiary Rights. No provisions of this Agreement are intended, nor will be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in any client, customer, affiliate, stockholder, partner or any party hereto

REDACTED

or any other person unless specifically provided otherwise herein, and, except as so provided, all provisions hereof will be personal solely between the parties to this Agreement.

11.14 Attorneys' Fees.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

REDACTED

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


SELLER:

LIQUIDPRICE.COM, INC.

By: 
Piyush Gupta
Its: Chief Executive Officer

BUYER:

SOFTFACE, INC.

By: 
Its: OLIVIER SEROUE

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

REDACTED

LIST OF EXHIBITS

- Exhibit A: Matters to be Covered in the Opinion of Counsel to Seller.
- Exhibit B: Form of Employment Letter
- Exhibit C: Form of Consulting Letter
- Exhibit D: Form of Settlement Agreement
- Exhibit E: Form of Bill of Sale
- Exhibit F: Patent Assignment

REDACTED

EXHIBIT A

MATTERS TO BE COVERED IN THE OPINION OF COUNSEL TO SELLER.

REDACTED

EXHIBIT B

EMPLOYMENT LETTER

REDACTED

REDACTED

REDACTED

EXHIBIT C

FORM OF CONSULTING LETTER

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

EXHIBIT A

Sample Statement of Work

REDACTED

REDACTED

EXHIBIT D

**SETTLEMENT AGREEMENT AND
FULL AND FINAL RELEASE OF CLAIMS**

REDACTED

REDACTED

REDACTED

REDACTED

EXHIBIT E

BILL OF SALE AND ASSIGNMENT AGREEMENT

This BILL OF SALE AND ASSIGNMENT (this "*Bill of Sale*") is made and entered into as of this November __, 2003 (the "*Agreement Date*"), from LiquidPrice.com, Inc., a Delaware corporation ("*Seller*") to Softface, Inc., a California corporation ("*Buyer*"). Seller and Buyer are parties to an Asset Purchase Agreement, dated as of November __, 2003 (the "*Purchase Agreement*"). Capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Purchase Agreement. This Bill of Sale is being made and entered into pursuant to the Purchase Agreement.

1. Sale and Assignment of Purchased Assets. Pursuant to the Purchase Agreement, Buyer has on the date hereof purchased the Purchased Assets (excluding the Excluded Assets), and assumed the Assigned Contracts, from Seller as provided in the Purchase Agreement. In accordance with and subject to the terms and conditions of the Purchase Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, bargain, transfer, convey and deliver to Buyer, all right, title and interest in and to the Purchased Assets and the Assigned Contracts.

2. Initial Purchase Price. Seller hereby acknowledges receipt in full of the entire Purchase Price as of the Closing for the Purchased Assets from Buyer.

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

4. Further Assurances. Seller, at the reasonable request of Buyer, shall execute and/or cause to be delivered to Buyer such other assignments, transfers, conveyances, and other instruments and documents and shall take such other actions as may be reasonably necessary or desirable to evidence, vest, perfect and confirm, document and carry out the sale of the Purchased Assets and Buyer's ownership of all right, title and interest therein contemplated by the Purchase Agreement and this Bill of Sale.

[The remainder of this page is intentionally left blank.]

REDACTED

IN WITNESS WHEREOF, Seller has executed this Bill of Sale and Assignment Agreement on the date first written above.

LIQUIDPRICE.COM, INC.

By: _____

Name:

Title:

[Signature page to Bill of Sale and Assignment Agreement]

EXHIBIT F

PATENT ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, LiquidPrice.com, Inc. a Delaware corporation, having a place of business at _____ ("ASSIGNOR"), has sold, assigned, and transferred and does hereby sell, assign, and transfer to Softface, Inc., a California corporation, having a place of business at _____ ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the following applications and Letters Patents ("PATENT RIGHTS"):

Country:	Patent Application Serial No.:	Title:	Filing Date:

Country:	Letters Patent No.:	Title:	Issue Date:

and;

2. The entire worldwide right, title, and interest in and to:
 (a) the PATENT RIGHTS, including any right of priority; (b) any divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; (c) any patents which may be granted on the applications set forth in (a) and (b) above; and (d) the right to sue in its own name and to recover for past infringement of any or all of any applications or patents issuing therefrom.

ASSIGNOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER of the above-identified patent applications and Letters Patents; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER of the above-identified patent applications and Letters Patents and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. ASSIGNOR further agrees to provide any successor, transferee, assignee, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

ASSIGNOR represents that ASSIGNOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the ASSIGNOR has made or will make hereafter no assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

Duly Authorized Representative of ASSIGNOR

Date of Signature

 [Name]
 [Title]

_____, 2001

REDACTED

[Company with address]

REDACTED

Title of Document: **ASSIGNMENT**

Assignor:

Assignee:

State of _____

County of _____

On _____ before me, _____ personally
[DATE] [NOTARY PUBLIC]

appeared _____ personally known to me or proved to me on the basis of

satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that [he/she] executed the same in [his/her] authorized capacity, and that by [his/her] signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary

Notary Seal