Form PTO-1595 (Rev. 07/05) OMB No. 0651-0027 (exp. 6/30/2008) U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

	RM COVER SHEET
	se record the attached documents or the new address(es) below.
1. Name of conveying party(ies)	2. Name and address of receiving party(ies)
Clearsnap, Inc.	Name: Clearsnap Holding, Inc. Internal Address:
A. Patent Application No.(s)	Street Address:
5. Name and address to whom correspondence	6. Total number of applications and patents
concerning document should be mailed: Name: Michael R. Schacht	involved: 17
Internal Address:	7. Total fee (37 CFR 1.21(h) & 3.41) \$_680 Authorized to be charged by credit card Authorized to be charged to deposit account
Street Address: Schacht Law Office, Inc.	Enclosed
2801 Meridian Street, Suite 202	None required (government interest not affecting title)
City: Bellingham	8. Payment Information
State: Washington Zip: 98225	a. Credit Card Last 4 Numbers Expiration Date
Phone Number: 360-647-0400	b. Deposit Account Number <u>502099</u>
Fax Number: 360-647-0412 Email Address: gs@schachtlaw.com	Authorized User Name Michael R. Schacht
9. Signature: Wirland R. Schacht Signature	May 24, 2006 Date
Michael R. Schacht, Reg. No. 33,550 Name of Person Signing	Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or malled to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Assignor: Clearsnap, Inc. Assignee: Clearsnap Holding, Inc. Page 1 of 2

EXHIBIT A

U.S. Patents

Attorney Ref. No.	Patent No.	Title
P5614	Des. 331,418	Combined Stamp Pad and Container (Color Box)
P1702	Des. 353,392	Combined Stamp Pad and Container Therefor (Cat's Eye)
P2595	Des. 364,183	Combined Hand Stamp Mount and Rubber Stamp (Peg Pop)
P2693	Des. 364,417	Combined Rubber Stamp and Display Card (Quips & Quotes)
P2651	Des. 367,291	Mounting Assembly for Multiple Ink Pads (Petal Point)
P2842	Des. 372,933	Stamp Pad and Container Combination (Color Box)
P3091	Des. 375,516	Combined Stamp Pad and Container (Mini Color Box)
P3766	Des. 386,200	Combined Stamp Pad and Container (Wiggle)
P4337	4,817,526	Rolling Contact Printer with Retractable Inking Wheel
P2592	5,431,098	Ink-Impregnated Sponges (Cat's Eye)
P2585	5,505,130	Ink Pad Assemblies w/Interchangeable Ink Pads
P3219	5,636,569	Ink Pad Assemblies with Interchangeable Ink-Impregnated Pads (Color Box 2)
P4403	5,870,953	Ink Pad Assemblies w/Interchangeable Ink Pads
P210799	6,244,180	Ink Stamping Systems and Methods
P213791	6,415,714	Ink Stamping Systems and Methods
P213950	6,615,719	Multi-Function Inking Tool
P213951	6,659,007	Continuous Ink Stamping Systems & Methods

Foreign Patents

Attorney Ref. No.	Country	Patent No.	Title Stamp Pad & Container Combination (Cat's Eye)									
P1702au	Australia	120,731										
P3766m	Australia	131461	Combined Stamp Pad and Container (Wiggle)									
P3219be	Belgium	0764085	Ink Pad Assemblies with Interchangeable Ink- impregnated Pads (Color Box 2)									
P2651c	Benelux	25392-00	Mounting Assembly for Multiple Ink Pads (Petal Point)									
P3766c	Benelux	28497-00	Combined Stamp Pad and Container (Wiggle)									
P3172d	Canada	1,250,430	Graphic Staging Device									
P3219d Canada 2,192,339		2,192,339	Ink Pad Assemblies with Interchangeable Ink- Impregnated Pads Color Box 2)									
P3766d	Canada	81636	Combined Stamp Pad and Container (Wiggle)									
P3219b	Europe	0764085	Ink Pad Assemblies with Interchangeable Ink- Impregnated Pads (Color Box 2)									
P3219fr	France	0764085	Ink Pad Assemblies with Interchangeable Ink- Impregnated Pads (Color Box 2)									
P1702g	Germany	M9302678.1	Stamp Pad and Container Combination (Cat's Eye)									

Exhibit A (continued)
Assignor: Clearsnap, Inc.
Assignee: Clearsnap Holding, Inc.
Page 2 of 2

Foreign Patents (continued)

Attorney Ref. No.	Country	Patent No.	Title								
P2651g	Germany	M9409478.0	Mounting Assembly for Multiple Ink Pads (Petal Point)								
P3219de	Germany	P69530388.0	Ink Pad Assemblies with Interchangeable Ink- Impregnated Pads (Color Box 2)								
P3766g	Germany	M9703105.4	Combined Stamp Pad and Container (Wiggle)								
P2651jp	Japan	0987749	Mounting Assembly for Multiple Ink Pads (Petal Point)								
P3219f	Japan	3249128	Ink Pad Assemblies with Interchangeable Ink- Impregnated Pads (Color Box 2)								
P3766ip	Japan	1031692	Combined Stamp Pad and Container (Wiggle)								
P3219nl	Netherlands	0764085	Ink Pad Assemblies with Interchangeable Ink- Impregnated Pads (Color Box 2)								
P1702ch	Switzerland	120,467	Stamp Pad and Container Combination (Cat's Eye)								
P1702e	UK	2,030,078	Stamp Pad and Container Combination (Cat's Eye)								
P2651e	UK	2043452	Mounting Assembly for Multiple Ink Pads (Petal Point)								
P3219gb	UK	0764085	Ink Pad Assemblies with Interchangeable Ink- Impregnated Pads (Color Box 2)								
P3766e	UK	2064573	Combined Stamp Pad and Container (Wiggle)								

ASSET PURCHASE AGREEMENT

by and among

CLEARSNAP, INC., a Washington Corporation;

JEFFREY MARVIN WINSTON and SARAH HOENSELAAR WINSTON;

CLEARSNAP HOLDING, INC., a Washington Corporation;

and

ON POINT PROPERTIES, LLC, a Utah Limited Liability Company

November 29, 2005

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into as of November 29, 2005, by and among: CLEARSNAP, INC., a Washington corporation (the "Seller"); JEFFREY MARVIN WINSTON, and SARAH HOENSELAAR WINSTON, (each a "Shareholder" and collectively, the "Shareholders"); and CLEARSNAP HOLDING, INC., a Washington corporation, and its assigns (the "Buyer") and ON POINT PROPERTIES, LLC, a Utah limited liability company, (the "Guarantor"). Certain capitalized terms used in this Agreement are defined in Exhibit A.

Recitals

- A. The Shareholders own shares of common stock of Seller, which constitute all of the total issued and outstanding capital stock of Seller, and are the sole shareholders of Seller.
- B. Seller desires to sell, and Buyer desires to purchase, the Assets of Seller for the consideration and on the terms set forth in this Agreement.
- C. Due to the fact that Buyer is a newly formed Washington corporation with limited assets, Guarantor desires to guarantee certain obligations of the Buyer.

Agreement

The parties to this Agreement, intending to be legally bound, agree as follows:

<u>ARTICLE I</u>

SALE OF ASSETS; RELATED TRANSACTIONS

1.1 Sale of Assets.

(a) Assets. Upon the terms and subject to the conditions set forth in this Agreement, the Shareholders and Seller shall cause to be sold, assigned, transferred, conveyed and delivered to Buyer, at the Closing (as defined below), and Buyer shall purchase and acquire from Seller, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller's right, title and interest in and to the Assets. For purposes of this Agreement, "Assets" shall mean and include all of the properties, rights, interests and other tangible and intangible assets of Seller (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP), including any assets acquired by Seller during the Pre-Closing Period and any other assets that are owned by any of the Shareholders or any other Related Person and that are needed for the conduct of, or are useful in connection with, the business of Seller; provided, however, that the Assets shall not include any Excluded Assets. Without limiting the generality of the foregoing, the Assets shall include:

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(v) all Intellectual Property Assets;

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Intellectual Property Assets.

- (a) <u>Intellectual Property Assets</u>. The term "<u>Intellectual Property Assets</u>" means all intellectual property owned or licensed by Seller (as licensor or licensee) in which Seller has a proprietary interest, including:
 - (i) Seller's name, all assumed fictional business names, trade names, registered and unregistered trademarks, service marks and applications (collectively, "Marks");
 - (ii) all patents, patent applications and inventions and discoveries that may be patentable (collectively, "Patents");
 - (iii) all registered and unregistered copyrights in both published works and unpublished works (collectively, "Copyrights");
 - (iv) all rights in mask works;
 - (v) all know-how, trade secrets, confidential or proprietary information, customer lists, Software, technical information, data, process technology, plans, drawings and blueprints (collectively, "Trade Secrets"); and
 - (vi) all rights in internet web sites and internet domain names presently used by Seller (collectively "Net Names").
 - (vii) the Intellectual Property Assets are all those necessary for the operation of the Business as it is currently conducted. Seller is the owner or licensee of all right, title and interest in and to each of the Intellectual Property Assets, free and clear of all Encumbrances, and has the right to use without payment to a Third Party all of the Intellectual Property Assets, other than payment in the Ordinary Course of Business to artists and illustrators;
 - (viii) Seller does not have executed written Contracts with former and current employees that assigns to Seller all rights to any inventions, improvements, discoveries or information relating to the Business;

(b) Patents. With respect to Patents:

- (i) Part 2.13 of the Disclosure Schedule contains a complete and accurate list and summary description of all Patents, and will be updated prior to or at Closing;
- (ii) all of the issued Patents are currently in compliance with formal legal requirements (including payment of filing, examination and currently scheduled maintenance activities and maintenance fees and proofs of working or use), are valid and enforceable, and are not subject to any maintenance fees or taxes or actions falling due within ninety (90) days after the Closing Date;

- (iii) no Patent has been or is now involved in any interference, reissue, reexamination, or opposition Proceeding. To Seller's Knowledge, there is no potentially interfering patent or patent application of any Third Party;
- (iv) except as set forth in <u>Part 2.13(b)(iv)</u> of the <u>Disclosure Schedule</u>, (A) no Patent is infringed or, to Seller's Knowledge, has been challenged or threatened in any way and (B) none of the products manufactured or sold, nor any process or knowhow used, by Seller infringes or is alleged to infringe any patent or other proprietary right of any other Person;
- (v) all products made, used or sold under the Patents have been marked with the proper patent notice.

(c) Marks. With respect to Marks:

- (i) Part 2.13 of the Disclosure Schedule contains a complete and accurate list and summary description of all Marks;
- (ii) all Marks have been registered with the United States Patent and Trademark Office, are currently in compliance with all formal Legal Requirements (including the timely post-registration filing of affidavits of use and incontestability and renewal applications), are valid and enforceable and are not subject to any maintenance fees or taxes or actions falling due within ninety (90) days after the Closing Date;
- (iii) no Mark has been or is now involved in any opposition, invalidation or cancellation Proceeding and, to Seller's Knowledge, no such action is threatened with respect to any of the Marks;
- (iv) to Seller's Knowledge, there is no potentially interfering trademark or trademark application of any other Person;
- (v) except as set forth on <u>Disclosure Schedule Part 2.13(b)(iv)</u>, no Mark is infringed or, to Seller's Knowledge, has been challenged or threatened in any way. None of the Marks used by Seller infringes or is alleged to infringe any trade name, trademark or service mark of any other Person;
- (vi) all products and materials containing a Mark bear the proper federal registration notice where permitted by law.

(d) Copyrights. With respect to Copyrights:

- (i) It is the practice of Seller to rely on common law copyright only; it does not regularly register its works for copyright.
 - (e) Trade Secret. With respect to each Trade Secret:

- (i) the documentation relating to such Trade Secret is current, accurate and sufficient in detail and content to identify and explain it and to allow its full and proper use without reliance on the knowledge or memory of any individual;
- (ii) Seller has taken reasonable precautions to protect the secrecy, confidentiality and value of all Trade Secrets, however has not established a policy requiring each employee or contractor to execute proprietary information and confidentiality agreements;
- Secrets. The Trade Secrets are not part of the public knowledge or literature and, to Seller's Knowledge, have not been used, divulged or appropriated either for the benefit of any adverse claimant nor have been challenged or threatened in any way or infringe any intellectual property right of any other Person.
 - (f) Net Names. With respect to Net Names:
- (i) Part 2.13 of the Disclosure Schedule contains a complete and accurate list and summary description of all Net Names;
- (ii) all Net Names have been registered in the name of Seller and are in compliance with all formal Legal Requirements;
- (iii) no Net Name has been or is now involved in any dispute, opposition, invalidation or cancellation Proceeding and, to Seller's Knowledge, no such action is threatened with respect to any Net Name;
- (iv) to Seller's Knowledge, there is no domain name application pending of any other person which would or would potentially interfere with or infringe any Net Name;
- (v) no Net Name is infringed or, to Seller's Knowledge, has been challenged, interfered with or threatened in any way. No Net Name infringes, interferes with or is alleged to interfere with or infringe the trademark, copyright or domain name of any other Person.

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The parties to this Agreement have caused this Agreement to be executed and delivered as of November 24, 2005.

CLEARSNAP, INC.,

a Washington corporation

SELLER

Jeffney XI Winston, President

By: Samb Hammelson W.

Sarah Hoenselaar Winston, Secretary

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November 29, 2005

Jeffrey Marvin Winston, an individual

Sarah Hoenselaar Winston, an individual

CLEARSNAP HOLDING, INC., a Washington corporation

BUYER

Ву:

Sterling Gardner, President

ON POINT PROPERTIES, LLC, a Utah Limited Liability Company GUARANTOR OF BUYER

By:

Sterling Gardner, Co-Managing Member

Shelli Gardner, Co-Managing Member

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November 29, 2005

DISCLOSURE SCHEDULE PART 2,13

COMPLETE LIST OF PATENTS, MARKS, AND NET NAMES

[to be updated at Closing]

PATENT

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November 3, 2005 M210856

Pending Trademark Applications/Trademark Registrations

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November 3, 2005 M210856

Pending Trademark Applications/Trademark Registrations

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November 3, 2005 M210856

Pending Patent Applications/Issued Patents

Our Ref.	Country	Pat./Ser. No.	Title .	Status
P214800uk	Ş	SN 0508869.5	Guide Systems for Forming Ink Images (Rollagraph Ruler)	Filed 4/29/05, Response due 5/2/06. Deadline to register in Hong Kong is 5/2/06.
P214867	S	11/204,859	Roller Press Systems and Methods	Filed 8/15/05. IDS due. First Action due 11/15/08.
P2585	US	PN 5,505,130	ink Pad Assemblies w/interchangeable ink Pads	3 rd MF due 10/9/07
P2592	เร	PN 5,431,098	Ink-Impregnated Sponges (Cat's Eye)	3 rd MF due 1/11/07
P2651	US	PN D367,291	Mounting Assembly for Multiple Ink Pads (Petal Point)	Expires 2/20/10
P2651c	Benelux	PN 25392-00	Mounting Assembly for Multiple Ink Pads (Petal Point)	Expires 11/24/09
P2651g	Germany	PN M9409478.0	Mounting Assembly for Multiple Ink Pads (Petal Point)	Renewal due 12/31/09
P2651jp	Japan	PN 0987749	Mounting Assembly for Multiple Ink Pads (Petal Point)	Renewal due 5/2/06
P2651e	UK	PN 2043452	Mounting Assembly for Multiple Ink Pads (Petal Point)	Renewal due 11/21/09
P3172d	Canada	PN 1,250,430	Graphic Staging Device	Expires 2/28/06
P3219	US	PN 5,636,569	Ink Pad Assemblies with Interchangeable(Color Box 2)	3 rd MF due 12/10/08
P3219be	Belgium	PN 0764085	Ink Pad Assemblies with Interchangeable(Color Box 2)	Annuity due 6/5/06
P3219d	Canada	PN 2,192,339	ink Pad Assemblies with Interchangeable(Color Box 2)	Annuity due 6/5/06
P3219fr	France.	PN 0764085	Ink Pad Assemblies with Interchangeable(Cotor Box 2)	Annuity due 6/5/06
P3219de	Germany	PN P69530388.0	ink Pad Assemblies with Interchangeable(Color Box 2)	Annuity due 6/5/06
P3219ni	Netherlands	PN 0764085	Ink Pad Assemblies with Interchangeable(Color Box 2)	Annuity due 6/5/06
P3219gb	돗	PN 0764085	ink Pad Assemblies with Interchangeable(Color Box 2)	Annuity due 6/5/06
P3219f	Japan	PN 3249128	Ink Pad Assemblies with Interchangeable(Color Box 2)	Annuity due 11/9/06
P3766	US	PN D386,200	Combined Stamp Pad & Container (Wiggle)	Expires 11/11/11
P3766m	Australia	PN 131461	Combined Stamp Pad & Container (Wiggle)	Renewal due 3/21/08
P3766c	Benelux	PN 28497-00	Combined Stamp Pad & Container (Wiggle)	Renewal due 4/3/07
P3766d	Canada	PN 81636	Combined Stamp Pad & Container (Wiggle)	Expires 8/29/07
P3766g	Germany	PN M9703105.4	Combined Stamp Pad & Container (Wiggle)	Renewal due 3/27/07
P3766jp	Japan	PN 1031692	Combined Stamp Pad & Container (Wiggle)	Annuity due 11/20/06
P3766e	Ę	PN 2064573	Combined Stamp Pad & Container (Wiggle)	Renewal due 3/27/07
P4403	US	PN 5,870,953	Ink Pad Assemblies w/Interchangeable Ink Pads	2 MF due 8/16/06

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CLEARSNAP, INC. All Pending/Issued Patent Matters All Pending/Registered Trademark Matters November 2005

Pending Patent Applications/Issued Patents

P214800ca	P21480Dau	P214800	P214746ep	P214746ca	P214746au	P214866 (conversion of P214746)	P214705	P213951	P213950	P213791	P210799	P1702g	P1702e	P1702ch	P1702au	P1702	P4337	P3091	P2595	P2693	P2842	P5614	Our Ref.
Canada	Australia	US	Europe	Canada	Australia	ß	હ	US	ပဗ	SU	US	Germany	듯	Switzerland	Australia	US	SU	ยย	US	US	SU	SU	Country
SN 2,505,952	SN 2005201823	SN 11/118,859	SN 05250773.8	SN 2,496,639	SN 2005200577	SN 11/205,256	SN 11/054,987	PN 6,659,007	PN 6,615,719	PN 6,415,714	PN 6,244,180	PN M9302678.1	PN 2,030,078	PN 120,467	PN 120,731	PN Des 353,392	PN 4,817,526	PN Des 375,516	PN Des 364,183	PN Des 364,417	PN Des 372,933	PN Des 331,418	Pat./Ser. No.
Guide Systems for Forming Ink Images (Rollagraph Ruler)	Guide Systems for Forming Ink Images (Rollagraph Ruler)	Guide Systems for Forming Ink Images (Rollagraph Ruler)	Continuous Material Processing Systems & Methods for Arts & Crafts (Combo Stampress & Jumbo Rollagraph)	Continuous Material Processing Systems & Methods for Arts & Crafts (Combo Stampress & Jumbo Rollagraph)	Continuous Material Processing Systems & Methods for Arts & Crafts (Combo Stampress & Jumbo Rollagraph)	Continuous Material Processing Systems & Methods for Arts & Crafts (Combo Stampress & Jumbo Rollagraph)	Continuous Ink Stamping Systems & Methods	Continuous Ink Stamping Systems & Methods	Multi-Function Inking Tool	Ink Stamping Systems and Methods	ink Stamping Systems and Methods	Stamp Pad & Container Combination (Cat's Eye)	Combined Stamp Pad and Container Therefor (Cat's Eye)	Rolling Contact Printer with Retractable Inking Wheel	Combined Stamp Pad and Container (Mini Color Box)	Combined Hand Stamp Mount and Rubber Stamp (Peg Pop)	Combined Rubber Stamp and Display Card (Quips & Quotes)	Stamp Pad and Container Combination (Color Box)	Combined Stamp Pad and Container (Color Box)	Title			
Filed 4/29/05. Annuity due 4/29/07. Exam due 4/29/10.	Filed 4/29/05. Annuity and Exam due 4/29/2010	Filed 4/29/05. IDS due. Awaiting first Office Action	Awaiting action from European associate	Filed: 2/10/05. Annuity due 2/10/07; Exam due by 2/10/10.	Filed 2/10/05. Annuity and Exam due 2/10/10	Filed 8/15/05. IDS due now. First Action due by 11/15/06.	Filed 2-9-05. IDS due now - Awaiting First Office Action	1 st MF due 6/9/07	1 st MF due 3/9/07	1 st MF due 1/9/06	2 nd MF due 12/12/08	Renewal due 3/29/08	Renewal due 3/29/08	Renewal due 3/29/08	Design Pat expires 2/18/09	Expires 12/13/08	Expires 10/22/07	Expires 11/12/10	Expires 11/14/09	Expires 11/21/09	Expires 8/20/10	Expires 12/1/06	Status

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RECORDED: 05/24/2006

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