

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Asset Purchase Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Napster, Inc.	11/15/2002
RECEIVING PARTY DATA	
Name:	Roxio, Inc.
Street Address:	455 EL CAMINO REAL
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95050
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10115714
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NAME OF SUBMITTER:	Rajeev Madnawat (Reg. No. 57,190)

Total Attachments: 13
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ASSET PURCHASE AGREEMENT

dated as of

November 15, 2002

Between

NAPSTER, INC.,

NAPSTER MUSIC COMPANY, INC.,

NAPSTER MOBILE COMPANY, INC.

AND

ROXIO, INC

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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT dated as of November 15, 2002 between Napster, Inc., a Delaware corporation ("Napster"), Napster Music Company, Inc., a Delaware corporation and a wholly-owned subsidiary of Napster ("Napster Music"), Napster Mobile Company, Inc., a Delaware corporation and a wholly-owned subsidiary of Napster ("Napster Mobile") and, together with Napster and Napster Music, the "Sellers", and Roxio, Inc., a Delaware corporation ("Buyer").

WITNESSETH:

WHEREAS, on June 3, 2002 (the "Petition Date"), Sellers filed voluntary petitions for relief pursuant to chapter 11 of The Bankruptcy Reform Act of 1978, as codified in title 11 of the United States Code §§ 101-1330 (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") and such case (the "Bankruptcy Case") is presently pending under Case No. 02-11573 (PJW) (Jointly Administered);

WHEREAS, on October 2, 2002 the Bankruptcy Court entered an order appointing Hobart G. Truesdell as the Chapter 11 Trustee of the Sellers and their estates (the "Trustee") pursuant to Section 1104 of the Bankruptcy Code; and

WHEREAS, subject to approval of the Bankruptcy Court, as set forth herein, Buyer desires to acquire from Sellers, and Sellers desire to sell, convey, transfer and assign to Buyer, the Purchased Assets (as defined below), together with certain obligations and liabilities, all in the manner and subject to the terms and conditions set forth herein and in accordance with Sections 363 and 365 and other applicable provisions of the Bankruptcy Code.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions.

(a) The following terms, as used herein, have the following meanings:

"Affiliate" of any Person shall mean any Person directly or indirectly controlling, controlled by, or under common control with, such Person; *provided*, that for the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, membership or partnership interests, election or appointment of directors, by contract or otherwise.

“Agreement” means this Agreement and all exhibits and schedules attached hereto, as amended, consolidated, supplemented, novated or replaced by the parties from time to time, as the same may be amended from time to time.

“Allocation Statement” shall have the meaning given such term in Section 2.7.

“Apportioned Obligations” means all real property taxes, personal property taxes and similar *ad valorem* obligations levied with respect to the Purchased Assets for a taxable period which includes (but does not end on) the Closing Date.

“Assigned Intellectual Property” means any and all Intellectual Property Rights, which Debtors have been validly assigned and to which Debtors have obtained all right, title and interest, including but not limited to the Intellectual Property Rights subject to that certain Assignment of Technology Agreement, as amended, by and between Napster and John Fanning, which Intellectual Property Rights include without limitation domain names, trademarks, logos and trademark/patents, the internet domain name napster.net, and the Napster "cat" logo.

“Assumed Contracts” means Sellers’ Contracts identified on Schedule 2.1(a).

“Assumed Liabilities” shall have the meaning given such term in Section 2.3.

“Bankruptcy Case” shall have the meaning given to such term in the recitals to this Agreement.

“Bankruptcy Code” shall have the meaning given to such term in the recitals to this Agreement.

“Bankruptcy Court” shall have the meaning given to such term in the recitals to this Agreement.

“Books and Records” means all books of account and other financial records (including, without limitation, accountant's work papers) pertaining to the Sellers’ Intended Business and the Purchased Assets.

“Breakup Fee” means the amount in cash equal to \$200,000.

“business day” means any day, other than a Saturday, Sunday or a day on which banks located in New York City shall be authorized or required by law to close.

“Buyer” shall have the meaning given such term in the Preamble.

“Cash Amount” means an amount in cash equal to \$5 million. The Cash Amount shall be increased by the Equipment Amount if Buyer elects to purchase the Equipment pursuant to Section 2.1(i).

“Closing” shall have the meaning given such term in Section 2.8.

“Closing Date” means the date on or as of which the Closing occurs.

“Consideration” shall have the meaning given such term in Section 2.6.

“Contracts” means all commitments, contracts, leases, licenses, agreements and understandings, written or oral, relating to the Sellers’ assets or the operations of the Sellers’ Intended Business to which any Seller is a party or by which it or any of such Seller’s assets are bound.

“Contracts Notice” shall have the meaning given to such term in Section 2.1(a).

“Cure Amount” shall have the meaning given such term in Section 5.6.

“Equipment” shall have the meaning given such term in Section 2.1(i).

“Equipment Amount” means \$155,000.

“Excluded Assets” shall have the meaning given such term in Section 2.2.

“Excluded Contracts” means all contracts of the Sellers not identified on Schedule 2.1(a).

“Excluded Liabilities” shall have the meaning given such term in Section 2.4.

“Final Order” means an order or judgment entered and adopted by the Bankruptcy Court as to which (i) the time for appeal has expired and a notice of appeal has not been timely filed, or (ii) any appeal taken has been finally dismissed or determined and is not subject to further review.

“Governmental Entity” means any federal, state, county, municipal, local, foreign, international, regional, or other governmental authority or any court of competent jurisdiction, administrative agency or commission or other governmental authority, board, body or instrumentality, domestic or foreign.

“Intellectual Property Rights” means all patents, patent applications and other patent rights (including any divisions, continuations, continuations-in-part, requests for continued examinations, substitutions, or reissues and reexaminations thereof, whether or not any such applications are modified, withdrawn or resubmitted), trademarks, trade dress, service marks, corporate names, domain names, trade names, brand names, service marks, service names, mask works, assumed names, logos, inventions, trade secrets, designs, technology, know-how, processes, procedures, techniques, methods, inventions, proprietary data, formulae, research and development data, computer software programs and other intangible property, copyrights (including all variants thereof and any registration or applications for registration of any of the foregoing and non-registered copyrights), including all files, manuals, documentation and source and object codes related to any of the foregoing, or any other similar type of proprietary intellectual property right (whether or not patentable or subject to copyright, mask work or trade secret protection) and the Assigned Intellectual Property, in each case which is owned, licensed or used by any Seller.

“Intended Business” means the Sellers’ intended business of operating a legal

(c) The agreements marked with an asterisk on Schedule 3.5(a) represent all of the material agreements of Sellers are or may be advantageous to the Intended Business. The cure amount, if any, for each such agreement is set forth next to such agreement on Schedule 3.5(a).

Section 3.6 Intellectual Property. To the Trustee's Knowledge on behalf of Sellers

(a) Schedule 3.6(a) contains a true and complete list of each trademark (including service marks and logos), corporate name, trade name, domain name, patent, subscriber list, registered copyright and any material third party computer software other than "shrink-wrap and similar widely-available binary code and commercial end-user licenses that are available for less than \$5,000 (including any registrations or applications for registration of any of the foregoing) owned, licensed or used by Sellers as of the date hereof, which schedule indicates whether the right is owned or licensed and by which Seller and, if licensed, the name of the third party licensor (the "Scheduled Intellectual Property"). With respect to the Scheduled Intellectual Property, such schedule also specifies, to the extent applicable, (i) the jurisdictions in which such, rights are registered or in which an application for registration has been filed; (ii) the registration or application numbers; and (iii) with respect to the trademarks, the renewal dates.

(b) Other than "shrink-wrap" and similar widely-available binary code and commercial end-user licenses that are available for less than \$5,000, Schedule 3.6(b) sets forth a list of all licenses, sublicenses and other agreements as to which Sellers are a party and pursuant to which any person is authorized to use any Intellectual Property Rights owned, licensed or used by Sellers.

(c) Sellers have good and marketable title to or a valid license to use all Intellectual Property Rights owned, licensed or used by Sellers, free and clear of any Lien. None of such Intellectual Property Rights has been adjudged invalid or unenforceable in whole or part, and all such Intellectual Property Rights are valid and enforceable. Sellers have taken reasonable steps in accordance with normal industry practice to maintain and protect the owned Intellectual Property Rights and their rights in the licensed Intellectual Property Rights, including payment of applicable maintenance fees and filing of applicable statements of use, except as has been agreed upon by the Sellers and Buyer with respect to certain applications outside the United States and Canada. Except as set forth in Schedule 3.6(c), the use by Sellers of the Scheduled Intellectual Property does not infringe, misappropriate or otherwise violate the rights of any other person and, no other person is infringing, misappropriating or otherwise violating any such Intellectual Property Rights.

(d) With respect to pending applications and applications for registration of the Scheduled Intellectual Property, Sellers and their affiliates are not aware of any reason that could reasonably be expected to prevent any such application or application for registration from being granted with coverage substantially equivalent to the latest amended version of the pending

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

BUYER: ROXIO, INC.

By: Thomas J. Shea
Thomas J. Shea
Chief Operating Officer

OK LEGAL
WJL

SELLERS:

By: _____
Hobart G. Truesdell
Chapter 11 Trustee for Napster, Inc., Napster
Music Company, Inc. and Napster Mobile
Company, Inc.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

BUYER: ROXIO, INC.

By: _____
Thomas J. Shea
Chief Operating Officer

SELLERS:

By: Hobart G. Truesdell
Hobart G. Truesdell
Chapter 11 Trustee for Napster, Inc., Napster
Music Company, Inc. and Napster Mobile
Company, Inc.

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Schedule 3.6(a)

Intellectual Property

All Intellectual Property Rights listed in this Schedule 3.6(a) are owned or licensed by Napster.

Trademarks Service Mark, Logo and Trade Name Registrations

Country	Trademark	Status	ApplNumber	RegNumber	RenewalDate
Argentina	DESIGN (CAT'S HEAD)	Filed	2.321.726		
Argentina	DESIGN (CAT'S HEAD)	Filed	2.321.730		
Argentina	DESIGN (CAT'S HEAD)	Filed	2.321.729		
Argentina	DESIGN (CAT'S HEAD)	Filed	2.321.728		
Argentina	DESIGN (CAT'S HEAD)	Filed	2.321.727		
Argentina	MISC. CONFLICTS-ARGENTINA	Unfiled			
Argentina	NAPSTER	Filed	2.321.725		
Argentina	NAPSTER	Filed	2.321.724		
Argentina	NAPSTER	Filed	2.321.723		
Argentina	NAPSTER	Filed	2.321.722		
Argentina	NAPSTER	Filed	2.321.721		
Australia	DESIGN (CAT'S HEAD)	Registered	861514	861514	21-Dec-10
Australia	NAPSTER	Registered	861513	861513	21-Dec-10
Benelux	DESIGN (CAT'S HEAD)	Filed	0980305		
Benelux	MISC. CONFLICTS-BENELUX	Filed			
Benelux	NAPSTER	Filed	0980375		
Brazil	DESIGN (CAT'S HEAD)	Filed	822896826		
Brazil	DESIGN (CAT'S HEAD)	Filed	822896834		
Brazil	DESIGN (CAT'S HEAD)	Filed	822896796		
Brazil	DESIGN (CAT'S HEAD)	Filed	822896800		
Brazil	DESIGN (CAT'S HEAD)	Filed	822896818		
Brazil	MISC. CONFLICTS-BRAZIL	Filed			
Brazil	NAPSTER	Filed	822896745		
Brazil	NAPSTER	Filed	822896753		
Brazil	NAPSTER	Filed	822896761		
Brazil	NAPSTER	Filed	822896770		
Brazil	NAPSTER	Filed	822896788		
Canada	DESIGN (CAT'S HEAD)	Filed	1,087,172		
Canada	NAPSTER	Filed	1,087,173		
Chile	DESIGN (CAT'S HEAD)	Registered	512.674	602.050	21-Aug-11
Chile	DESIGN (CAT'S HEAD)	Registered	512.677	602.053	21-Aug-11
Chile	DESIGN (CAT'S HEAD)	Registered	512.676	602.052	21-Aug-11
Chile	DESIGN (CAT'S HEAD)	Registered	512.675	602.051	21-Aug-11
Chile	DESIGN (CAT'S HEAD)	Registered	512.678	602.706	16-Nov-11
Chile	NAPSTER	Registered	512.669	602.046	21-Aug-11
Chile	NAPSTER	Registered	512.673	608.707	16-Nov-11
Chile	NAPSTER	Registered	512.672	602.049	21-Aug-11
Chile	NAPSTER	Registered	512.671	608.048	21-Aug-11
Chile	NAPSTER	Registered	512.670	602.047	21-Aug-11
China	DESIGN (CAT'S HEAD)	Published	2000204970		
China	DESIGN (CAT'S HEAD)	Filed	2000204971		

Snapster.org
Napsterisback.com
Napsterwear.com
Napsterstore.com
Napstergear.com
Napstergear.net
Gigabeat.com
Macster.org

Napster sent 'cease and desist' letters and brought court proceedings to force transfer of various domain names in Germany. Owners of the domain names agreed to transfer to Napster as follows: January 19, 2001 - Sebastian Prey/Eurotronix agreed in a letter to German counsel to transfer the following domain names: NAPSTER.DE, NAPSTER-DEUTSCHLAND.DE; April 4, 2001 - Music Adventure/Holger Keading agreed in a letter to German counsel to transfer the following domain name: NAPSTER-ONLINE.DE; April 24, 2001 - Matthias Weber signed an agreement to transfer the following domain name: MP3-NAPSTER.DE; June 27, 2001 - Marco Fest signed an agreement to transfer the following domain names: NAPSTER-MUSIC.DE, NAPSTER-INFO.DE, NAPSTER-MUSIC.COM. Transfer of the domains to Napster or a German-based entity on Napster's behalf is in process.

Napster sent a 'cease and desist' letter to Michihito Matsuda, a Japanese individual who registered the domain name NAPSTER.CO.JP as well as the Japanese Katakana form of the NAPSTER.CO.JP domain name. Matsuda has since agreed to assign the domain names to Napster in consideration for a payment of 100,000 yen. The NAPSTER.CO.JP has subsequently been transferred to a third party to hold in trust on Napster's behalf. Negotiations regarding the transfer of the Katakana domain name are ongoing.

Patents

The following patents are owned by Napster:

Patent application, "Real-Time Search Engine"

US Patent 6366907, Filed 12/15/99, Issued 4/2/02
Taiwan Patent Appl. Ser. No. 8912649, Filed 2/5/01
PCT Appl. Ser. No. PCT/US00/33856, Filed 12/14/00
Continuation Appl. Ser. No. 10/025,443, Filed 12/19/01

Patent application, "Use-Sensitive Distribution of Data Files Among Users"

US Patent Appl. Ser. No. 09/560,106, Filed 4/28/00
Taiwan Patent Appl. Ser. No. 90110020, Filed 4/26/01
PCT Appl. Ser. No. PCT/US01/1 3271, Filed 4/24/01

Patent application, "Systems and Methods for Visualization of Data Sets Containing Interrelated Objects"

US Patent Appl. Ser. No. 09/698,195, Filed 10/30/00
PCT Appl. Ser. No. PCT/US00/29819, Filed 10/30/00

Patent application, "System and Method for Selecting Internet Media Channels"
US Patent Appl. Ser. No. 09/573,686, Filed 5/19/00
PCT Appl. No. PCT/US01/40764, Filed 5/17/01

Patent application, "System and Method for Determining Affinity Using
Objective and Subjective Data"
US Patent Appl. Ser. No. 09/574,1.08, Filed 5/19/00
PCT Appl. No. PCT/US01/40760, Filed 5/17/01

Patent application, "System and Method for Searching Peer-to-Peer Computer
Networks"
US Patent Appl. Ser. No. 09/63 5,777, Filed 8/11/00
PCT Appl. No. PCT/US01/25096, Filed 8/9/01
Taiwan Patent Appl. Ser. No 90119677, Filed 8/10/01

Patent application, "Method and Apparatus for Controlling File Sharing of
Multimedia Files Over a Fluid, De-Centralized Network," filed with the US PTO
on 4/3/02

Patent application, Serial No. 10/232,194 - METHOD OF AND APPARATUS
FOR ENCRYPTING AND TRANSFERRING FILE, filed with the US PTO on
8/28/02

The subject matter contained in the 10/232,194 application ("the '194
application") is related to a method of limiting the redistribution of
restricted (e.g., copyrighted, prohibited) data by providing a unique
encryption key to a sender of the data and providing a unique decryption
key to a recipient of the data, thus preventing unauthorized copies from
being decrypted by a third party. The PTO has not yet issued an office
action with respect to this application.

**New Application - SEEDING PROVIDER SERVERS TO MAINTAIN FILE
AVAILABILITY ON A DE-CENTRALIZED FILE SHARING NETWORK**

This patent application ("new application") has not yet been filed with the
PTO. The subject matter of this new application is related to storing, or
seeding, a copy of a data file on a server connected to a peer-to-peer
network when the availability of the data file drops below a threshold.
This application claims to be a continuation of the '714 and the '443
applications.

Subscriber Lists

Napster maintains the following subscriber lists:

- A list of subscribers to the Napster beta service
- A list of subscribers to the Napster newsletter