

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Earthroamer.com, LLC	04/02/2009
RECEIVING PARTY DATA	
Name:	Xpedition Vehicle Service, LLC
Street Address:	675 Eldorado Boulevard
Internal Address:	Unit 332
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	D522922
Patent Number:	D514986
Patent Number:	D574315
CORRESPONDENCE DATA	
Fax Number:	(303)863-0223
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3038639700
Email:	lbrown@sheridanross.com
Correspondent Name:	ROBERT R. BRUNELLI
Address Line 1:	1560 BROADWAY
Address Line 2:	SUITE 1200
Address Line 4:	DENVER, COLORADO 80202
ATTORNEY DOCKET NUMBER:	6121-1
NAME OF SUBMITTER:	ROBERT R. BRUNELLI

CH \$120.00 D522922

500829056

**PATENT
 REEL: 022510 FRAME: 0599**

Total Attachments: 12

source=Executed Asset Purchase Agreement#page1.tif
source=Executed Asset Purchase Agreement#page2.tif
source=Executed Asset Purchase Agreement#page3.tif
source=Executed Asset Purchase Agreement#page4.tif
source=Executed Asset Purchase Agreement#page5.tif
source=Executed Asset Purchase Agreement#page6.tif
source=Executed Asset Purchase Agreement#page7.tif
source=Executed Asset Purchase Agreement#page8.tif
source=Executed Asset Purchase Agreement#page9.tif
source=Executed Asset Purchase Agreement#page10.tif
source=Executed Asset Purchase Agreement#page11.tif
source=Executed Asset Purchase Agreement#page12.tif

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is effective as of the 2nd day of April, 2009, by and between EARTHROAMER.COM, LLC, a Colorado limited liability company ("Seller") whose address is 1460 Overlook Drive, Lafayette, Colorado 80026, and XPEDITION VEHICLE SERVICE, LLC, a Colorado limited liability company ("Buyer"), whose address is 675 Eldorado Boulevard, Unit 332, Broomfield, Colorado 80021.

RECITALS

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, on the terms and subject to the conditions of this Agreement, those certain assets of Seller, as defined below, collectively the "Property," in exchange for the Purchase Price, as defined below.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

The Property

1. Property. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, convey, transfer, assign and deliver to Buyer and Buyer agrees to purchase from Seller, the Property (a list of which is attached hereto, and by this reference incorporated herein, as Exhibit A).

PURCHASE PRICE

2. Purchase Price. On the terms and subject to the conditions set forth in this Agreement, as full payment for the transfer of the Property from Seller to Buyer, Buyer shall pay Seller the amount of \$92,122.50 (the "Purchase Price").
3. Payment of Purchase Price. The Buyer shall pay the Purchase Price to Seller at the Closing, as described below.

TERMS OF SALE

4. Condition of Property. The Property is being sold without any representation or warranty regarding its condition or value, including, but not limited to, representation of merchantability and/or fitness for any particular purpose, except as otherwise provided herein.

5. Warranty of Title: The Seller represents and warrants that it has good and marketable title to the Property, or shall have good and marketable title to the Property at Closing, and shall convey, sell, assign and transfer the Property to Buyer free and clear of any and all liens and encumbrances of any third parties.
6. Indemnification: The Seller will indemnify, defend and hold Buyer harmless from and against claims of third parties to the Property.

GENERAL CONTRACT TERMS

7. Seller represents and warrants as follows:
- a. Organization and Authority. Seller is duly organized, existing and in good standing. The execution and delivery of this agreement and the consummation of this transaction thereby have been duly authorized, and no further corporate authorization is necessary on the part of Seller.
- b. No Conflict or Violation. The execution, delivery, and performance by Seller of this Agreement will not violate or conflict with any provisions of the Articles of Incorporation or other organizational documents of Seller, and will not violate any provision of law, or any order, judgment, or decree of any Court or other governmental agency applicable to Seller, or violate or result in a material breach of, or constitute (with notice or lapse of time or both) a material default under any loan agreement, mortgage, security agreement, indenture or other instrument to which Seller is a party or by which it is bound.
- c. Consents and Approvals. No consent, approval, or authorization of, or declaration, filing, or registration with, any governmental authority is required to be made or obtained by Seller in connection with the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated thereby, except such as will not have a material adverse affect on Seller's ability to consummate the transactions contemplated by this Agreement, except those disputes described on Exhibit B attached hereto
- d. Litigation. There are no actions, causes of action, claims, suits, proceedings, orders, writs, injunctions, or decrees pending or, to Seller's best knowledge, threatened against Seller at law or in equity that seek to restrain or enjoin the consummation of the transactions contemplated by this Agreement or that could otherwise materially and adversely affect the ability of Seller to perform its obligations under this Agreement.

8.

Buyer represents and warrants as follows:

- a. Organization and Authority. Buyer is duly organized, existing and in good standing. The execution and delivery of this agreement and the consummation of this transaction thereby have been duly authorized, and no further corporate authorization is necessary on the part of Buyer.
- b. No Conflict or Violation. The execution, delivery, and performance by Buyer of this Agreement will not violate or conflict with any provisions of the Articles of Organization, Operating Agreement or other organizational documents of Buyer, and will not violate any provision of law, or any order, judgment, or decree of any Court or other governmental agency applicable to Buyer, or violate or result in a material breach of, or constitute (with notice or lapse of time or both) a material default under any loan agreement, mortgage, security agreement, indenture or other instrument to which Buyer is a party or by which it is bound.
- c. Consents and Approvals. No consent, approval, or authorization of, or declaration, filing, or registration with, any governmental authority is required to be made or obtained by Buyer in connection with the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated thereby, except such as will not have a material adverse affect on Buyer's ability to consummate the transactions contemplated by this Agreement.
- d. Litigation. There are no actions, causes of action, claims, suits, proceedings, orders, writs, injunctions, or decrees pending or, to Buyer's best knowledge, threatened against Buyer at law or in equity that seek to restrain or enjoin the consummation of the transactions contemplated by this Agreement or that could otherwise materially and adversely affect the ability of Buyer to perform its obligations under this Agreement.

9.

Notices. Any notices sent hereunder shall be in writing and shall be delivered to the following individuals:

a. SELLER:

Earthroamer.com, LLC
1460 Overlook Drive
Lafayette, Colorado 80026
Telephone: 720-304-3174
Facsimile: 720-304-7568

E-mail: michele@earthroamer.com

with a copy to:

Jeffrey A. Weinman, Esq.
Weinman & Associates, P.C.
730 17th Street, Suite 240
Denver, CO 80202
Telephone: 303-572-1010
Facsimile: 303-572-1011
E-mail: jweinman@epitrustee.com

b. BUYER:

Xpedition Vehicle Service, LLC
675 Eldorado Boulevard #322
Broomfield, Colorado 80021
Telephone: 303-881-4498

with a copy to:

Kenneth J. Buechler, Esq.
Sender & Wasserman, P.C.
1660 Lincoln Street, Suite 2200
Denver, Colorado 80264
Telephone: 303-296-1999
Facsimile: 303-296-7600
E-mail: buechler@sendwass.com

THE CLOSING

10. Closing Date. The Closing shall occur on April 2, 2009, at the offices of Sender & Wasserman, P.C., 1660 Lincoln Street, Suite 2200, Denver, Colorado 80264.
11. Closing Activity. At the Closing, all of the transactions provided for in this Agreement shall be consummated on a substantially concurrent basis, except to the extent such transactions specifically contemplate a later consummation date.
12. Closing Deliveries. At the Closing, the Parties shall deliver the following:

- a. Seller's Deliveries at Closing. At the Closing, Seller shall deliver (or cause to be delivered) to Buyer the following:
- i. the duly executed Seller's Bill of Sale to convey the Property in a form reasonably satisfactory to Buyer;
 - ii. the duly executed Seller's Assignments or other instruments necessary to convey Property to the extent not otherwise conveyed by Bill of Sale; and
 - iii. if requested by Buyer, Seller shall deliver such documents as are necessary to transfer, assign and convey any intellectual property to Buyer as required and/or requested by any governmental authority.
- b. Buyer's Deliveries at Closing. At Closing, Buyer shall deliver (or cause to be delivered) to Seller the following:
- i. executed counterpart of any Bill of Sale and/or Assignment; and;
 - ii. any such other documents as may be reasonably required to close this transaction.

MISCELLANEOUS

13. Further Assurances: Each Party to this Agreement hereby agrees to execute and deliver such other or additional documents as may be reasonably requested by another Party to fully effectuate the terms of this Agreement.
14. Amendment: This Agreement may not be altered, amended, or modified in any respect, except in writing duly executed by the parties.
15. Binding Effect of Agreement: This Agreement shall inure to the benefit of, and be binding upon, the respective agents, predecessors, successors, and assigns of the parties.
16. Governing Law: This Agreement shall be governed by and construed in accordance with the law and rules applicable in the State of Colorado, without regard to its choice of law rules.
17. Forum Selection: Any action relating to, based upon, or arising from a breach of this Settlement Agreement shall be brought only in the District Court,

City and County of Broomfield, Colorado, which shall retain jurisdiction over the subject matter and parties for this purpose.

18. Prevailing Party Attorney's Fees. In the event any action is filed by any party to enforce this Agreement, the prevailing party shall be entitled to recover their reasonable attorney's fees and costs against the other party.
19. Authority: The undersigned represent and warrant that they have full power and authority to enter into this Agreement and to bind the parties for which they have executed this Agreement.
20. Review: The parties hereby affirm and acknowledge that they have read and reviewed this Agreement, and that they fully understand and appreciate the meaning of each of its terms and actions referred to herein.
21. Construction: This Agreement shall not be construed more strictly against one Party as compared to another, as the Parties consider that each has contributed materially and substantially to its preparation.
22. Facsimile Signatures: This Agreement may be executed in counterparts with the same force and effect as though all signatures appeared on one original document. Facsimile signatures are binding and enforceable as if they were originals.
23. Specific Enforcement: In addition to all other available remedies, this Agreement shall be specifically enforceable by any party, and in the event of the failure of any party or parties to comply with the terms of this Agreement, equitable and/or legal relief may be sought by the party to the defaulting or breaching party.
24. Costs: Each party to this Agreement shall bear his, her and/or its own attorney's fees and costs in the above-captioned matters.
25. Paragraph Headings. The Section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
26. Effect of Closing. None of the representations and warranties of the parties contained in this Agreement, or in any instrument, certificate or other writing provided for in it, shall survive the Closing.
27. Entire Agreement. This Agreement, together with the schedules, exhibits and other documents to be delivered pursuant hereto, constitutes the entire agreement among the parties hereto and there are no agreements, representations

or warranties which are not set forth herein. All prior negotiations, agreements and understandings are superseded hereby.

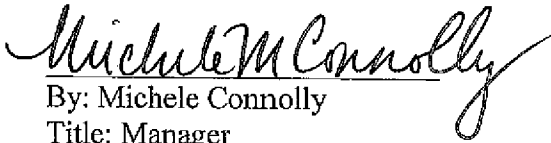
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

SELLER

BUYER

EARTHROAMER.COM, LLC

XPEDITION VEHICLE SERVICE, LLC


By: Michele Connolly
Title: Manager

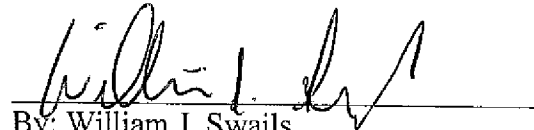

By: William J. Swails
Title: Manager

EXHIBIT A

Description of the Property

1. All of that property listed under the category of "REMAINING ASSETS LOCATED THROUGHOUT THE FACILITY" and "PHOTOGRAPHIC ASSETS in that Liquidation Appraisal prepared by Dickensheet & Associates, Inc., which is attached hereto as Attachment 1.
2. All Seller's intellectual property, including, but not limited to, patents, trademarks, trade names, copyrights (including without limitation all photos, video and written articles owned by Seller), trade secrets, customer lists, part drawings, vehicle manuals, digital photographs, vehicle molds, all data on all computers owned and/or used by Seller, and any other kind of intellectual property.
 - a. Such intellectual property specifically includes the following:
 - i. Trademark No. 78659827, "EarthRoamer" word mark;
 - ii. Design Patent No. D522922 (XV-LT design patent, body with openings);
 - iii. Design Patent No. D514986 (XV-LT design patent basic body); and,
 - iv. Design Patent No. D574315 (XV-JP design patent).

Dickensheet & Associates, Inc.
 1501 West Wesley Ave
 Denver, Colorado 80223
 303-934-8322
 303-934-8252 fax

18-Mar-09

Mr. Bill Swails
 EARTHROAMER
 1460 Overlook Drive
 Lafayette, CO 80026

RE: EARTHROAMER Appraisal

LIQUIDATION APPRAISAL

QTY	DESCRIPTION	APPRAISED VALUE
-----	-------------	-----------------

PHOTOGRAPHIC ASSETS		
1	CANON EOS 5D DIGITAL CAMERA WITH CANON BG-E4 BATTERY GRIP	\$950.00
1	CANON 24-105MM IS EF USM LENS	\$400.00
1	CANON WIDE ANGLE EF 24MM AUTOFOCUS LENS	\$500.00
1	CANON ZOOM TELEPHOTO EF 70-200MM IS USM AUTOFOCUS LENS	\$725.00
1	CANON TELEPHOTO EF 300MM IS IMAGE STABILIZER USM AUTOFOCUS LENS	\$75.00
1	SONY HDR-HC1 VIDEO CAMERA	\$410.00
<i>PHOTOGRAPHIC ITEMS SUB-TOTAL</i>		\$3,060.00

REMAINING ASSETS LOCATED THROUGH OUT FACILITY		
1	DESKTOP APPRAISAL OF INTELLECTUAL PROPERTY AND VEHICLE MOLDS	\$10,000.00
1	LOT OF COMPUTERS, INVENTORY, OFFICE EQUIPMENT, OFFICE SUPPLIES - PLEASE REFER TO ATTACHED INVENTORY LIST	\$20,000.00
1	2007 JEEP WRANGLER UNLIMITED RUBICON - VIN: 1J4GA69197L104273: ODO: 2176, V6 ENGINE, 4WD, AUTOMATIC TRANSMISSION, SIRIUS TOUCH SCREEN RADIO, CRUISE CONTROL, POWER LOCKS, POWER WINDOWS, SOFT TOP, TIRES 70%	\$20,500.00
1	2007 JEEP WRANGLER UNLIMITED RUBICON - VIN: 1J4GA69107L104274 ODO: 28778, V6 ENGINE, 4WD, 6 SPEED MANUAL TRANSMISSION, PIONEER XM/NAVTRAFFIC TOUCH SCREEN RADIO, CRUISE CONTROL, POWER LOCKS, POWER WINDOWS, TIRES 70% (MISSING HARD TOP AND TENT)	\$18,500.00
1	1982 ENCO MILLING MACHING: M/N 2V92066	\$3,200.00
1	2005 BIRMINGHAM METAL LATHE: S/N 530453, M/N YCL-1236GH,	\$3,000.00
1	CSPS LOCKING 12 DOOR ROLL CART WITH MATCHING 7 DOOR TOOL CHEST, WITH HUSKY TOOL SETS (SCREWDRIVERS, SOCKETS, RATCHETS, WRENCHES), INGERSOLL RAND IMPACT GUNS, MANUALS, GRINDING PADS	\$1,325.00
1	LOT OF NON-CERTIFIED METAL INVENTORY	\$1,200.00
1	STEELTEX LOCKING 7 DOOR TOOL CABINET WITH 9 DOOR CART ON CASTERS WITH HUSKY BRAND TOOLS (SCREWDRIVERS, SOCKETS, RATCHETS, WRENCHES)	\$1,200.00
1	LOT OF WOOD STOCK	\$1,000.00
2	HUSKY 80 GALLON 4HP AIR COMPRESSOR MODEL NUMBER H5781003AJ	\$800.00
2	DELTA 4800 CFM SINGLE STAGE DUST COLLECTOR MODEL NUMBER 50-765 MOTOR: 5 HP, 3450 RPM, 230V, SINGLE PHASE, 60 Hz, RPM: 3450	\$750.00
1	JET HORIZONTAL/VERTICAL BANDSAW: S/N 040726878, M/N HVBS-7MW, 3/4HP, SINGLE PHASE	\$700.00
1	JET 12" OPEN BANDSAW: S/N 90600799, M/N JWBS-120S	\$600.00
1	NAMCO STANDING 2000LB ELECTRIC FORKLIFT: S/N 722192E, M/N LC2020E, HOURS UNKNOWN	\$500.00
1	LOT OF MISCELLANEOUS USED TRUCK PARTS (5 WHEELS, 5 BUMPERS, SINGLE SET OF RUNNING BOARDS, SPRINGS AND SHOCKS, TOW FRAMES, SET OF 4 JEEP WHEELS WITH TIRES	\$500.00
1	LOT OF 2 JEEP HARDTOPS AND 3 JEEP HOODS	\$500.00
1	DELTA 5 HP 3 PHASE UNISAW 230/460v	\$450.00
1	DELTA 5 HP 3 PHASE UNISAW : S/N 05A94018, M/N 36-L53L, 230/460v	\$425.00
1	NO NAME METAL BRAKE	\$400.00
1	SAWTRAX PANEL SAW: PORTER CABLE MODEL 324MAG SAW TYPE 1, S/N 074265 A 4015	\$400.00
1	DURKAPP ADLER SEWING MACHING	\$320.00
2	DUCANE 7 BURNER STAINLESS STEEL PROPANE GRILLS	\$300.00
1	DEWALT DW718 DOUBLE BEVEL SLIDING 12" COMPOUND MITER SAW	\$250.00
2	HUSKY 8FT FIBERGLASS/ALUMINUM STEP LADDERS (1 ORANGE, 1 YELLOW)	\$200.00
1	LOT OF METAL BOLTS, NUTS AND WASHERS	\$200.00

1	KARCHER HD 3600 DH HIGH PRESSURE WASHER: 3600 PSI, 4.0GPM, S/N: 277342	\$200.00
1	ROCKFORD VERTICAL BELT SANDER: S/N 913-097, M/N SB-611P	\$150.00
1	LOT OF 18VOLT DEWALT POWER TOOLS (5 Drills, 3 Lights, 1 Grinder, 1 Jigsaw, 13 Chargers, 13 Batteries)	\$150.00
1	LOUISVILLE 10FT WAREHOUSE LADDER	\$150.00
1	LOT OF ALUMINUM RACKS FOR BODIES AND JIGS FOR LOCATING CAMPER FLOOR	\$150.00
1	OMEGA 25TON SHOP PRESS	\$125.00
1	ACME NATIONAL SANDER: S/N 6383, M/N 22C	\$100.00
1	2 DOOR LOCKING STORAGE CABINET WITH AUTO CARE SUPPLIES	\$100.00
1	HUSKY 10FT FIBERGLASS/ALUMINUM STEP LADDER	\$100.00
1	38 BLACK METAL PATIO CHAIRS WITH MATCHING 8 TABLES	\$100.00
1	DEWALT DW708 12" MITER SAW	\$75.00
1	RAMPAC HYDRAULIC PIPE BENDER: M/N RC-10-SA-14	\$75.00
1	LOT OF METAL WORK TABLES AND BENCHES	\$50.00
1	LOT OF PROPANE HEATERS	\$50.00
1	LOT OF DÉCOR PHOTO PRINTS	\$50.00
1	LOT OF CLAMPS	\$40.00
1	CHICAGO BG-650 BENCH GRINDER	\$35.00
1	6X8 WELDING SCREEN	\$35.00
1	DELTA 6" THINLINE BENCH GRINDER	\$35.00
1	2/4 METAL DOLLY	\$20.00
1	PATIO UMBRELLAS	\$20.00
3	PLASTIC 6FT FOLDING TABLES	\$15.00
4	IGLOO COOLERS	\$10.00
3	RUBBERMAID COOLERS	\$7.50
<i>REMAINING ASSETS SUB-TOTAL</i>		<i>\$89,062.50</i>

EXHIBIT B

Description of any Disputes, Claims Asserted, Actual and Potential Litigation