

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is dated as of January 24, 2002, by and among Innuity, Inc., a Minnesota corporation (the "Company"), and Website Pros, Inc., a Delaware corporation ("Buyer").

WITNESSETH

WHEREAS, the Company retains the business of promoting, selling, building and hosting websites and providing certain other web services (the "Business"); and

WHEREAS, the Boards of Directors of the Company and Buyer have determined that it is in the best interests of such corporations and their respective shareholders to consummate the purchase of all of the assets of the Business by Buyer and the assumption of certain liabilities (the "Acquisition"); and

WHEREAS, the parties desire that the Acquisition be made on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, for federal income tax purposes, it is intended that the Acquisition shall qualify as a reorganization under Section 368(a) of the Code, and this Agreement is intended to be and is adopted as a plan of reorganization;

AGREEMENT

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

As used herein, the following terms shall have the following meanings (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Acquired Assets" means all of the assets, properties and rights of the Company relating to the Business of every kind, nature and description, tangible or intangible, wherever located, except the Excluded Assets, including but not limited to the assets reflected in the Balance Sheet and Balance Sheet, and any prepayments or retainers relating to such assets, properties and rights.

"Acquisition" shall have the meaning ascribed thereto in the preambles of this Agreement.

"Affiliate" has the meaning as defined in Regulation 12b-2 promulgated under the Exchange Act, as such regulation is in effect on the date hereof.

"Assumed Liabilities" means, and is limited to:

- (a) all of the Company's obligations arising after the date of Closing (as defined in Section 1.1 of the Company Leases, and under the Company Contracts listed on Schedule C attached hereto; and
- (b) such obligations: (i) do not arise from any breach of any provision under such leases or contracts

**SCHEDULE 3.12
Intellectual Property**

Intellectual Property:

1. Trademarks:

a.) Registered:

“QuikPages” Filing Date: 8/18/98 Registration No.: 2,182,006

b.) Unregistered:

Applications have been filed for the following trademarks:

“Innuity” Filing Date: 11/19/99 Application No.: 75/853,258
 “Visibility Online” Filing Date: 11/19/99 Application No.: 75/854,192

Note that the application for the “Innuity” (word mark) has been opposed by a third party, Intuit, Inc., and therefore has been abandoned. The application for “Innuity” (Design Mark) has also been opposed by Intuit, Inc. and may be abandoned.

The Company has not filed applications for the trademarks “QuikPage” and “Powersite.”

2. Patents:

The Company has filed the following patent applications:

Application No.: 09/761,406	Filing Date: 1/16/01
Application No.: 09/761,383	Filing Date: 1/16/01
Application No.: 09/761,401	Filing Date: 1/16/01
Application No.: 09/761,386	Filing Date: 1/16/01
Application No.: 09/515,065	Filing Date: 02/28/00

3. Copyrights:

None

4. Domain Names:

QUIKPAGE.BIZ
 QUIKPAGE.COM

Any event or condition specifically disclosed in any Schedule shall be deemed disclosed and incorporated into any other Schedule with the same degree of specificity, to the extent such disclosure is readily apparent for such Schedule.

TRADEMARK