

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ahwahnee Software, Inc.		08/20/2002	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Steven Gant		
Doing Business As:	DBA Technology Partners		
Street Address:	73 N. 1200 East		
City:	Orem		
State/Country:	UTAH		
Postal Code:	84097		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1931939	SNIPPETS	
CORRESPONDENCE DATA			
Fax Number:	(801)226-1755		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	tecpar@msn.com		
Correspondent Name:	Steven Gant		
Address Line 1:	73 N. 1200 East		
Address Line 4:	Orem, UTAH 84097		
NAME OF SUBMITTER:	Steven Gant		
Signature:	/sg/		
Date:	11/03/2005		

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SOFTWARE LICENSE AGREEMENT

This Agreement is by and between Ahwahnee Software, Inc., a California corporation d/b/a/ Snippets.com and having an office at 32121 Bass Field Road, Coarsegold, California 93614 (“ASI”), and Steven Gant d/b/a/ Technology Partners, a sole proprietorship with an office at 73 North 1200 East, Orem, Utah (“Technology Partners”).

WHEREAS, ASI has developed the software product(s) described in the attached Schedule A (the “Licensed Software”), the source code version of which will be provided to Technology Partners under this Agreement; and

WHEREAS, Technology Partners desires to provide the object code version of the Licensed Software, or a portion thereof, to Resellers, Content Providers, and/or End Users (as those terms are defined in this Agreement) and to provide related services to Resellers, Content Providers, and/or End Users; and

WHEREAS, ASI is willing to grant to Technology Partners a limited scope nonexclusive license to use the Licensed Software on the terms set out in this Agreement.

Therefore, in consideration of the foregoing and the mutual promises set out herein, the parties hereby agree as follows:

1. Grant of License. Subject to the terms and conditions set out in this Agreement, ASI hereby grants to Technology Partners (i) for its internal use and the internal use of Resellers and Content Providers, a nonexclusive, perpetual, irrevocable, worldwide, fully paid up right and license to use, copy, develop, modify, improve, and escrow for the benefit of Resellers and Content Providers the source code version of the Licensed Software (including all instructions, libraries, objects, examples, scripts, routines, developer notes and comments, and data necessary or desirable to compile, link, or otherwise generate a complete and working executable copy of the Licensed Software), subject only to the obligation of confidentiality set out in this Agreement in connection with the version of the Licensed Software being provided to Technology Partners hereunder; and (ii) a nonexclusive, perpetual, irrevocable, worldwide, fully paid up right and license to copy, market, and distribute the executable version of the Licensed Software (object code only), or any portion thereof, to Resellers, Content Providers, and End Users (defined below). The parties acknowledge and agree that “internal use” of source code includes, without limitation, creation of an executable version of a computer software product using or embodying the source code, which computer software product (executable version only) is intended for distribution to third parties. Technology Partners shall not provide or license the Licensed Software, or any portion thereof, as an enterprise portal solution, i.e., a collection of snippets for use internally by a corporation’s employees and executives to monitor reports, trends, and intranet content.

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2. Resellers, Content Providers, and End Users.

- a) As used in this Agreement, the term “Content Provider” means a person or entity that uses the Licensed Software to provide information to an End User. Without limiting any other provision of this Agreement, Technology Partners’ rights under this Agreement include the right to provide the executable version of the Licensed Software to Content Providers (i) for further distribution to End Users and (ii) for the Content Provider’s use solely in connection with providing information to End Users. Examples of Content Providers include: associations that want to extend functionality to their members through a snippet (e.g., alumni associations, professional associations, etc.), business services that extend their offering to users through a snippet (e.g., quote providers servicing independent insurance agents, financial services firms extending rate quotes to independent mortgage brokers, etc.), and other entities who extend their branding and information to their customers or users (e.g., professional sports franchises extending information to fans, news and media organizations extending information to readers, etc.). This Agreement does not grant to Technology Partners any right to provide the Licensed Software to a Content Provider for the Content Provider’s internal use in disseminating information to its own personnel or affiliates.
- b) As used in this Agreement, the term “End User” means a person or entity that uses the Licensed Software to receive information from a Content Provider and that is not employed by, directly or indirectly controlled by, or under common control with, the Content Provider.
- c) As used in this Agreement, the term “Reseller” means a person or entity that markets and/or distributes the Licensed Software to Content Providers. This Agreement does not grant to Technology Partners any right to provide the Licensed Software to a Reseller for the Reseller’s internal use in disseminating information to its own personnel or affiliates.
- d) Subject only to the restrictions specifically set out in this Agreement, Technology Partners shall have the right to license the executable version of the Licensed Software to Resellers, Content Providers, and End Users on any terms Technology Partners deems desirable, and to market and distribute the Licensed Software pursuant to any agreements or arrangements with Resellers, Content Providers, End Users, and others in Technology Partners’ sole discretion without any obligation to account to ASI.

3. Ownership. The Licensed Software and any accompanying documentation are owned by ASI or its licensors. Ownership of the version of the Licensed Software provided to Technology Partners shall at all times remain with ASI or its licensors. All derivative works to the Licensed Software (including but not limited to improvements, translations, modifications, and/or additions to the Licensed Software) that are created by or for Technology Partners, including object code compiled, linked, or otherwise created from such derivative works, shall be owned exclusively by Technology Partners.

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4. Trademarks. For a period of six (6) months following the execution of this Agreement by both parties, Technology Partners shall have the nonexclusive right and license to use the trademark SNIPPETS in connection with the licensing and distribution of the Licensed Software. Upon expiration of the six-month period, ASI shall, at its option, either (i) cancel the trademark license set out in this Paragraph by notifying Technology Partners of such cancellation and paying to Technology Partners the sum of twenty thousand dollars (\$20,000), or (ii) convey to Technology Partners without any additional consideration all of ASI's right, title, and interest in and to the trademark SNIPPETS, together with the goodwill represented thereby, including assignments of any and all trademark registrations and trademark registration applications in a form properly recordable with appropriate government offices. If ASI cancels the license under this Paragraph, Technology Partners shall not make any further use of the trademark SNIPPETS after the expiration of the six-month period, except for such reasonable continued use in then-existing source code, user interfaces, and documentation (with proper attribution to the trademark owner) as may be requested by ASI. If ASI transfers the trademark SNIPPETS to Technology Partners pursuant to this Paragraph, ASI shall not make any further use of the trademark SNIPPETS after the transfer, except for such reasonable continued use in then-existing source code, user interfaces, and documentation (with proper attribution to the trademark owner) as may be requested by Technology Partners.
5. Domain Name. Promptly after the date of this Agreement, ASI shall transfer to Technology Partners, at Technology Partners' expense, full ownership of the domain name www.snippets.com. For a period of at least five (5) years after the date of this Agreement, at ASI's request, Technology Partners shall maintain on the www.snippet.com home page a link referring to an Internet site designated by ASI that relates to applications of the Licensed Software other than for End Users.
6. License Fee. Simultaneously with the execution of this Agreement, Technology Partners is paying to ASI a license fee in the amount of \$100,000.
7. Confidentiality of Source Code. The parties acknowledge and agree that the source code to the Licensed Software is confidential and proprietary to ASI. Technology Partners shall hold the source code in confidence and shall protect it with the strictest care. Technology Partners shall not disclose, copy, or permit any person to copy any of the source code or any part thereof, except as necessary to exercise its rights under this Agreement. It is specifically understood and agreed that Technology Partners may afford Resellers, Content Providers, and other third parties access to the source code in connection with the development, modification, or improvement thereof and in connection with the marketing and distribution of the executable version of Licensed Software, but only if such Resellers, Content Providers, and other third parties agree to comply with the provisions of this Paragraph. Technology Partners is not authorized to sublicense any part of the source code to any third party. This Agreement shall not be construed to prohibit disclosure of any portions of the source code that (i) is required by law to be disclosed, but only to the extent that such disclosure is legally

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required, (ii) becomes a part of the public knowledge other than by a breach of this Agreement, or (iii) is rightfully received from a third party not obligated to hold such information confidential.

8. Corporate Authority; Enforceability. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance by the warranting party of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of the warranting party and (i) will not violate any provision of the governing documents, if any, of the warranting party, (ii) will not, to the best of the warranting party's knowledge, violate or be in conflict with any applicable law or any judgment, decree, injunction or order of any court or governmental agency or authority, and (iii) will not violate or conflict with or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under any contract or agreement to which the warranting party is a party or by which the warranting party is bound.
9. Limited Warranty. ASI warrants to Technology Partners that it is delivering to Technology Partners, simultaneously with the execution of this Agreement a complete copy of the source code of the Licensed Software, including sufficient notes and other documentation in the English language to permit a computer programmer of average competence to understand and modify the source code and create a full executable version of the Licensed Software. ASI further warrants to Technology Partners that the Licensed Software as delivered to Technology Partners is (i) will work for its ordinary and intended purposes, (ii) does not infringe the intellectual property rights of any third parties (and the use of the Licensed Software by Technology Partners, Content Providers, and End Users, will not infringe the intellectual property rights of any third parties), (iii) contains no viruses or other deleterious routines or functions, (iv) was created in a good and workmanlike manner, and (v) except for the Javascript and XML interpreters which have either been properly licensed or are in the public domain is owned exclusively by ASI and is without any lien or encumbrance.
10. Termination. Either party shall have the right to terminate this Agreement upon sixty (60) days prior written notice if the other party materially breaches this Agreement and fails substantially to cure the breach prior to the expiration of the notice period.
11. Equitable Remedies. Each party acknowledges that the other party will be irreparably harmed by any breach of this Agreement relating to the scope of the licenses granted hereunder or any breach of this Agreement relating to the use of trademarks or the protection of confidential information and that no remedy at law will be sufficient to protect the parties' interests in the event of such breach. ASI shall be entitled to an injunction restraining any use, distribution, or disclosure of the Licensed Software, or any threatened use, distribution, or disclosure of the Licensed Software, by Technology Partners or any person or entity acting under the authority of Technology Partners in violation of this Agreement. Each party shall give reasonable assistance to the other in enforcing and preserving the scope of rights granted or retained under this Agreement with respect to the Licensed Software. The parties shall also have the right to an injunction, or specific performance, if applicable, to enforce any

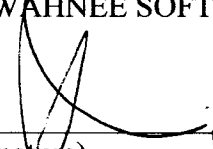
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provisions of this Agreement relating to trademarks or the www.snippets.com domain name.


12. Indemnity; Limitation of Damages. Each party shall indemnify and hold harmless the other party for any damages or liabilities arising out of any breach of any warranty made by the indemnifying party hereunder or arising out of any willful breach of this Agreement. Technology Partners shall be entitled to recover its actual damages arising out of any other breach of this Agreement by ASI, up to a maximum recovery equal to the total fee paid to ASI by Technology Partners hereunder. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NEITHER PARTY SHALL IN ANY EVENT BE LIABLE FOR ANY MONEY DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT.
13. Entire Agreement; No Modification. This Agreement, together with any schedules or attachments referenced herein, constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes any and all written or oral agreements previously existing between the parties with respect to such subject matter. No modification or amendment of this Agreement shall be binding unless executed in writing by both parties. No waiver shall be effective unless it is in writing and signed by the party against whom enforcement is sought.
14. Assignment. Technology Partners shall have the unrestricted right to assign this Agreement to any person or entity. This Agreement may not be assigned by ASI prior to the completion of its obligations under Paragraph 4. Thereafter, ASI shall have the right to assign this Agreement to any person or entity. No assignment of this Agreement by either party shall affect the liability of the assigning party for the breach of any warranty hereunder or for any act or omission of the assigning party prior to such assignment.
15. Governing Law. This Agreement shall be governed by and construed in accordance with Utah law, without regard to its rules regarding conflicts of law. Each of the parties consents to the jurisdiction of the courts located in the state of Utah with respect to all matters relating to this Agreement and agrees that all litigation relating to this Agreement shall take place in courts located in the state of Utah.

In witness of the foregoing, the parties have executed this Agreement, effective as of the 20 day of August, 2002.

AHWAHNEE SOFTWARE, INC.

By  _____
(Signature)
Name Greg Miller
Title President

TECHNOLOGY PARTNERS

By  _____
(Signature)
Name Steven Gant
Title President

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