

DOMAIN NAME PURCHASE AGREEMENT

This agreement (the "Agreement") is made as of _____ ("Effective Date") by and between _____ (the "Purchaser"), and Professional Web Designs (the "Seller").

W I T N E S S E T H

WHEREAS, Seller has and owns certain rights to a domain name and certain property rights associated with such domain name, and

WHEREAS, Seller desires to sell the Purchaser its entire right, title and interest in such property.

NOW, THEREFORE, it is agreed upon between the parties as follows:

AGREEMENT

1. Sale of Domain Name and Related Property.

Seller agrees to sell, assign, and transfer to Purchaser, his entire right, title and interest in and to the domain name "_____" (hereinafter the "Domain Name"), trademark rights, and all internet traffic to the domain Name (collectively referred to as the "Property."

2. Seller's Warranties and Duties

Seller hereby represents and warrants that, to the best of his knowledge, Seller is the sole lawful owner of and has good and marketable title to the Property free and clear of any and all liens and encumbrances, and that Seller has full legal right, power and authority to sell, assign and transfer the Property. Seller also warrants that Seller does not currently know of and has no reason to know of any third party claim to any right, title or use of the Property. Seller will not execute any agreement in conflict with this Agreement.

Immediately upon delivery of full payment, Seller will take any actions that may be necessary or desirable to protect and perfect Purchaser's title to the Property, including but not limited to, authorizing the change of registered ownership of the Domain Name with the Current Registrar or other authorized entity. Seller also agrees to take any actions necessary or desirable to effect the transfer of the Domain Name to a primary and secondary hosting service to be designated by the Purchaser.

3. Consideration

As consideration for the sale of the Property and Seller's warranties, Purchaser agrees to pay Seller the amount of _____ dollars (\$ _____), to be paid in full and payable to 'Professional Web Designs' in the form of a cashier's check before Seller relinquishes ownership of the Domain.

4. Prosecution and Maintenance of Property.

Seller hereby agrees that he will communicate to the Purchaser any facts known to Seller respecting the Property, whenever reasonably requested, and at Purchaser's reasonable expense, will testify in any legal proceeding, sign all lawful papers, make all rightful oaths and generally do everything reasonable necessary to aid the Purchaser, its successors and assigns, to obtain and enforce proper protection of the Property in all jurisdictions throughout the world.

5. Non-Disclosure Agreement

Purchaser hereby agrees to keep confidential the purchase price of the above stated domain name for a period of at least 60 months.

6. Miscellaneous

6.1. No Conditions to Effectiveness; Entire Agreement. There are no conditions to the effectiveness of this Agreement. This Agreement contains the entire agreement and understanding of the parties hereto, and supercedes any prior agreements or understandings between or among the parties hereto, with respect to the subject matter hereof.

6.2. Governing Law. This Agreement, and the rights of the parties hereto, shall be governed by, construed and enforced in accordance with the laws of the State of Florida as such laws apply to agreements among Florida residents made and to be performed entirely within the State of Florida

6.3. Amendment and Waivers. This Agreement may be amended only by an instrument in writing signed by the parties hereto. No waivers of or exceptions to any term, condition or provision of the Agreement, in any one or more instances, shall be deemed or construed as, a further or continuing waiver of any such term, condition or provision.

6.4. Successors and Assigns. This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, assigns, administrators, executors and other legal representatives.

6.5. Each party, in entering into this Agreement, acts an independent contractor and nothing herein shall be construed to create a partnership or joint venture between the parties or to constitute agency of any sort. Neither party shall have the authority to bind the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SELLER

PURCHASER

Date:

Date: