

05-06-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Safe Passage International Limited

4-24-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other a limited liability company of Tortola, British Virgin Islands

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Asset Purchase Agreement

Execution Date: May 11, 1999

2. Name and address of receiving party(ies)

Name: James S. Viscardi

Internal Address:

Address:

Street Address: 333 Metro Park

City: Rochester State: NY Zip: 14623

Individual(s) citizenship United States

Association

General Partnership

Limited Partnership

Corporation-State

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1689509

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Amy L. Green, Esq.

Internal Address:

McConville, Considine, Cooman & Morin, P.C.

Street Address: 25 East Main Street

City: Rochester State: NY Zip: 14614

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Amy L. Green

Name of Person Signing

[Handwritten Signature]

Signature

4/11/02

Date

12

Total number of pages including cover sheet, attachments, and document:

05/06/2002 DBYRHE 00000020 1689509 40.00 OP 01 FC:481

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK

REEL: 002498 FRAME: 0106

Trademark Recordation Form Cover Sheet

Continuation of the Information in Item 2:

Howard C. Rooksby
333 Metro Park
Rochester, NY 14623
Individual - United States Citizen

Michael R. Rooksby
333 Metro Park
Rochester, NY 14623
Individual - United States Citizen

Glenn V. Greibus
333 Metro Park
Rochester, NY 14623
Individual - United States Citizen

Andrew M. Figiel
333 Metro Park
Rochester, NY 14623
Individual - United Kingdom Citizen

65167

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made this ^{7TH} / 1 day of May, 1999 by and between SAFE PASSAGE INTERNATIONAL LIMITED (BVI) (the "Seller"), and JAMES S. VISCARDI, HOWARD C. ROOKSBY, MICHAEL R. ROOKSBY, GLENN V. GREIBUS and ANDREW M. FIGIEL (the "Buyers").

WHEREAS, Seller is the owner of all issued and outstanding stock of SAFE PASSAGE (US) LIMITED ("US") and SAFE PASSAGE INTERNATIONAL LIMITED ("UK") (the "Shares");

WHEREAS, Seller is the owner of certain property described in Schedule A (the "Property");

WHEREAS, Buyers desire to purchase from Seller, and Seller desires to sell to Buyers, on the terms set forth herein, the Property and Shares (collectively the "Assets") which are more specifically described on the attached Schedule A.

NOW, THEREFORE, it is agreed as follows:

1. Warranties and Representations of Seller

Seller warrants and represents to Buyers as follows:

(a) Organization and Standing of Seller. Seller is a corporation duly organized and validly existing in good standing under the laws of The British Virgin Islands.

(b) Corporate Authority. Seller has full corporate power and authority to carry on its business, and to own, the Assets now owned, and used by it, and to enter into this Agreement and consummate the transactions contemplated herein. Seller, its board of directors and its shareholders have or will have taken all action, corporate or otherwise, as may be advisable, necessary and proper to authorize and approve the execution of this Agreement by Seller and the performance by Seller of its terms. This Agreement and the, schedules, instruments and documents delivered in accordance with the terms of this Agreement and necessary to consummate the transactions contemplated by this Agreement are and will be valid and binding upon Seiler and enforceable against Seller in accordance with their terms, except as may be limited by bankruptcy or insolvency laws of general application, or the discretion of a court granting equitable remedies.

(c) Ownership of Shares. Seller is the owner and holder of all issued and outstanding shares of all classes of US and UK. The Seller, its directors and shareholders are the only parties whose authorization and approval is necessary for the effectiveness of this Agreement and consummation of the transactions contemplated herein. The Seller does not have any other

outstanding shares or securities, debentures or options, rights, warrants, calls or commitments relating to any securities of US or UK.

(d) Title to Assets. So far as Seller is aware of, it alone owns outright all of the Assets. None of the Assets are leased by or to Seller. So far as Seller is aware, it has good and marketable title to the Assets free of any claims, mortgages, liens, security interests or other encumbrances. So far as the Seller is aware, none of the Assets are subject to an assignment, license agreement or other similar right of claim by a third party.

(e) Warranties and Representations at Time of Closing. The warranties and representations contained in this Agreement and in the schedules, instruments or documents delivered to Buyers in accordance with the terms of this Agreement will be true at the time of closing as though they were made at that time.

2. **Sale of Assets and Purchase Price**

Seller will sell, assign and transfer to Buyers good and marketable title to the Assets.

(a)	All issued and outstanding stock of US	\$ 1,000.00
(b)	All issued and outstanding shares of UK	\$ 1,000.00
(c)	Intellectual Property of Seller set forth on Schedule A	\$48,000.00
	Total:	\$50,000.00

3. **Term of Purchase**

The purchase price of \$50,000 will be paid to Seller in cash, bank draft or certified check in favor of such persons as Seller shall require at closing.

4. **Additional Terms of Purchase**

In addition to the purchase price set forth in paragraph three, the Seller will be granted a transferable option to purchase shares of US and UK as set forth on the attached Schedule **B**.

5. **Access to Premises and Records**

Prior to the time of closing, Buyers and/or their authorized representative will have full access to and the right to inspect, during normal business hours, the premises at which US and

UK are being operated, the Assets, and the books, contracts, commitments, records and such other information concerning US and UK which may be reasonably requested. All such information disclosed to Buyers will be regarded as confidential and will not be reproduced without Seller's prior consent. Buyers will provide Seller at closing with written authority, irrevocable until exercise by Seller or its assigns of option granted under paragraph 4 hereof, for Seller, Seller's assigns and Seller's authorized representatives to have full access to Buyers' books and records during normal business hours and upon reasonable advance notice. All such information disclosed will be regarded as confidential and will not be further disclosed by Seller.

6. **Warranties and Representations of Buyers**

Buyers, individually and in their capacity as employees of US and/or UK, warrant and represent to the Seller as of February 1, 1999 as follows:

(a) Buyers had no knowledge of any business opportunity or arrangement that would substantially change the profitability of US and UK on a combined basis, which opportunity or arrangement has not previously been disclosed to the Seller.

(b) Buyers had no knowledge of any potential purchasers of US and/or UK, and have had no discussions, correspondence or contact of any kind with any potential purchasers.

(c) Buyers agree to indemnify the shareholders and directors of Seller from all liability incurred as an officer, director or shareholder of US or UK arising out of the conduct of US and UK after February 1, 1999, at 2:15pm EST.

7. **Liabilities, Debts and Assets of US and UK**

Buyers acknowledge that all liabilities and debts properly recorded on the books and records of US and UK are the responsibility of US and UK and not of the shareholders of Seller. Additionally, Seller acknowledges that the accounts receivable set forth on **Exhibit B** are the property of US and UK. The services provided justifying the accounts receivable were provided by US. Notwithstanding this fact, the receivables were mistakenly billed by US in the name of the Seller. Seller hereby agrees to execute any and all documents necessary in order to prove ownership of such accounts receivable by US.

8. **Deliveries**

Seller shall, unless otherwise provided herein, deliver to Buyers on or before the time of closing such documents and other information required to be provided under the terms of the Agreement.

9. **Contingencies**

Performance by Buyers under the terms of this Agreement is contingent upon the following:

(a) the warranties and representations contained in this Agreement and schedule attached hereto will be true at the time of closing as though such representation were made at that time; and the parties will deliver to each other a certificate so stating;

(b) Buyers obtaining, prior to or at the time of closing, all of the licenses and permits necessary to operate US and UK; and

(c) that Seller shall have performed and complied with all of the terms and conditions of this Agreement to be performed or complied with by it prior to or at the time of closing.

10. **Stamp Transfer Tax**

US will be responsible for the payment of any stock transfer tax arising out of the transfer of the Shares.

11. **Execution of Documents**

Seller and Buyers will execute those documents necessary to consummate the transactions contemplated by this Agreement and do those acts necessary to obtain all approvals and licenses.

12. **Indemnification**

US and the Buyers will indemnify the shareholders of Seller for the actual out-of-pocket costs directly related to the legal dissolution and liquidation of the corporate structure of Seller in an amount not to exceed \$10,000.

13. **Failure of Performance**

If Seller or Buyers fails in the due performance of any of its obligations under the terms of this Agreement, Seller or Buyers will have the right, at its election, to sue for damages for such breach and to seek such legal and equitable remedies as may be available to it, including the right to recover all reasonable expenses, including reasonable legal fees, incurred: (a) to sue for damages; (b) to seek such other legal and equitable remedies; and (c) to collect any damages and enforce any court order or settlement agreement including, but not limited to, additional application to the court for an order of contempt. Nothing herein contained will be construed to restrict or impair the rights of Buyers or Seller to exercise this election. All rights and remedies herein

provided or existing at law or in equity will be cumulative of each other and may be enforced concurrently therewith or from time to time.

14. **Closing**

The closing will occur at the offices of Buyers' counsel, on March 1, 1999, or such other time and place mutually agreed on by the parties.

15. **Termination**

Buyers may, at their sole option, terminate this Agreement at any time prior to closing, and neither party shall be further obligated the one to the other in the event of any of the following:

(a) any warranty or representation made by Seller under the terms of this Agreement in the schedule, attached hereto is materially incorrect in any respect, whether resulting from misrepresentation or omission of fact; or

(b) any of the contingencies set forth in paragraph nine above have not been fulfilled or complied with prior to the time of closing or prior to the time specified therein.

However, this paragraph shall not be construed to mean that Buyers waive their rights to any damages resulting from the breach or falsity of any warranty, representation, term or condition.

16. **Brokerage Agreement**

Each party hereto represents to the other that no one has dealt with any broker, agent or finder in connection with the purchase of the Shares.

17. **Nature and Survival of Representations**

All warranties and representations made by Seller in this Agreement, or pursuant hereto, will survive the execution hereof and the closing.

18. **Severability**

Every provision of this Agreement is intended to be severable. If any provision is held to be invalid or unenforceable by law or by a court of competent jurisdiction, all other provisions will nevertheless continue in full force and effect. In lieu of such invalid or unenforceable provision, there shall be added to this Agreement a legal, valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

19. **Construction**

All understandings and agreements previously made by and between the parties are merged in this Agreement, which alone fully and completely expresses their agreement. This Agreement may not be changed, terminated, nor any of its provisions modified or waived, except in writing signed by all of the parties to this Agreement.

20. **Applicable Law; Jurisdiction; Venue**

This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to its principles of conflicts of law. The County of Monroe in the State of New York is hereby designated as the exclusive forum for any action or proceeding arising from or in any way connected to this Agreement, and the parties hereby expressly consent to the personal jurisdiction of the state or federal courts in this forum.

21. **Miscellaneous**

The following provisions will apply to this Agreement:

(a) the paragraph headings contained in this Agreement have been prepared for convenience of reference only and will not control, affect the meaning, or be taken as an interpretation of any provision of this Agreement;

(b) several copies of this Agreement may be executed by the parties in counterpart and the individual agreements, when taken together, shall be deemed an original for all purposes, and all of which together shall constitute but one and the same instrument;

(c) for purposes of determining the validity of this agreement, facsimile signatures shall have the same validity as if the signatures were original signatures; and

(d) in the event any term or condition of this Agreement should be breached by any party and thereafter waived by the other party, then such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach either prior or subsequent to the breach so waived.

22. **Notices**

Any notice, request, demand, consent or other communication which may be given or which is required to be given under the terms of this Agreement shall be in writing and shall be delivered personally or sent by registered mail or certified mail, return receipt requested, as follows:

(a) To Buyers: James S. Viscardi
18 High Hill Drive
Pittsford, New York 14534

Howard C. Rooksby
23-E Silver Birch Drive
Rochester, New York 14624

Michael R. Rooksby
116 Leerie Drive
Rochester, New York 14612

Glenn V. Greibus
123 Mt. Airy Drive
Rochester, New York 14617

Andrew M. Figiel
54 Columbine Road
Widmer End
Buckinghamshire
HP15 6BP
United Kingdom

with a copy to: Michael F. McConville, Esq.
Zicari, McConville, Cooman, Morin & Welch, P.C.
25 East Main Street
Rochester, New York 14614

To Seller: Mark R.C. Hutchings
Safe Passage International Limited (BVI)
c/o Securair International
Room 1106-1109 Commercial Building
Airport Freight Forwarding Center
2 Chun Wan Road
Chek Lap Kok Lantau, Hong Kong

with a copy to Securair International
(BVI) Limited's lawyers:

Herbert Smith
23 Floor,
Gloucester Tower
11 Pedder St.
Hong Kong
Ref. 2370/30788303

Any notice which is mailed shall be deemed to have been given on the seventh business day after the day of mailing (not counting the day mailed), irrespective of the date of receipt. Notices may be signed by attorneys for the parties sending the notice. A new address may be designated by a notice. All notices shall be via air mail.

23. **Currency**

All amounts expressed in dollars herein shall be deemed to refer to legal tender of the United States of America.

24. **Binding Effect**

This Agreement and the transactions and other instruments provided for herein will be binding upon and inure to the benefit of the parties, their heirs, distributees, legal representatives, transferees, successors and assigns.

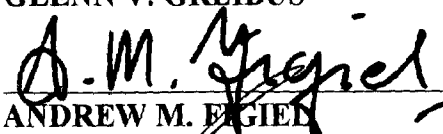
IN WITNESS WHEREOF, we have signed this Asset Purchase Agreement.

SAFE PASSAGE INTERNATIONAL
LIMITED (BVI)


by _____
Mark R.C. Hutchings
its CEO



GLENN V. GREIBUS



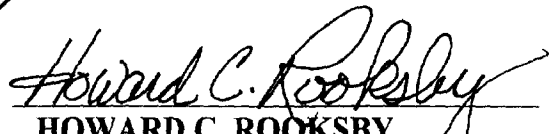
ANDREW M. EGIEEN



MICHAEL R. ROOKSBY
#22797/9289.2



JAMES S. VISCARDI



HOWARD C. ROOKSBY

Herbert Smith
23 Floor,
Gloucester Tower
11 Pedder St.
Hong Kong
Ref. 2370/30788303

Any notice which is mailed shall be deemed to have been given on the seventh business day after the day of mailing (not counting the day mailed), irrespective of the date of receipt. Notices may be signed by attorneys for the parties sending the notice. A new address may be designated by a notice. All notices shall be via air mail.

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SAFE PASSAGE INTERNATIONAL
LIMITED (BVI)

by


Mark R.C. Hutchings
its CEO

JAMES S. VISCARDI

GLENN V. GREIBUS

HOWARD C. ROOKSBY

ANDREW M. FIGIEL

MICHAEL R. ROOKSBY

#22797-02897

SCHEDULE A

1. INTELLECTUAL PROPERTY

Intellectual Property shall include all service marks, trademarks, patents, logos, rights to copyrights, records, reports, files, documents, source codes and other documents relating to all versions of the Safe Passage Operating System and all courseware.

2. EQUIPMENT

Any and all equipment currently located at 333 Metro Park, Rochester, New York.

3. CONTRACT RIGHTS

Any and all contract rights that Seller has to perform services for any of the customers of Seller, US or UK.