

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
Execware		07/18/2011	CORPORATION: DISTRICT OF COLUMBIA
RECEIVING PARTY DATA			
Name:	Execware		
Street Address:	3440 S. Jefferson St.		
Internal Address:	#1125		
City:	Falls Church		
State/Country:	VIRGINIA		
Postal Code:	22041		
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3728903	REASON	
CORRESPONDENCE DATA			
Fax Number:	(202)204-6315		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-578-7693		
Email:	ristou@execware.com		
Correspondent Name:	Robert Listou		
Address Line 1:	3440 S. Jefferson St.		
Address Line 2:	#1125		
Address Line 4:	Falls Church, VIRGINIA 22041		
NAME OF SUBMITTER:	Robert Listou		
Signature:	/Robert Listou/		
Date:	07/22/2011		

OP \$40.00 3728903

Total Attachments: 6

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Asset and Liability Sale Agreement ("Agreement")

between

Execware, Inc.
("Seller")

and

Execware, LLC
("Buyer")

Recitals:

- A. Seller is a District of Columbia corporation with its principal offices at 725 Third Street, SW, Washington, DC 20024.
- B. Buyer is a Virginia Limited Liability Company with its principal offices at 3440 South Jefferson Street, #1125, Falls Church, Virginia 22041.
- C. Seller desires to sell and Buyer desires to buy the business assets and assume the business liabilities of Seller as described in this Agreement.
- D. Seller and Buyer each have the necessary authority to enter into this Agreement.

In light of the foregoing recitals, the parties, Seller and Buyer, agree as follows:

- 1. **Purchase Price, Assets and Liabilities.** Subject to the terms of this Agreement and the Collateral Agreements, Buyer agrees to purchase the business assets and assume the business liabilities described in Section 1.2 and the "List of Purchased Assets" attached hereto as "Exhibit A."
 - 1.1. **Purchase Price.** The full Purchase Price of the sale under this Agreement is ONE THOUSAND AND 00/100 DOLLARS (\$1,000), and Buyer shall pay this sum to Seller within five (5) days of the full execution of this Agreement
 - 1.2. **Assumed Liabilities.** Subject to Exhibit A, the liabilities assumed by Buyer under this Agreement are:
 - (i) The deferred compensation payable by Seller to Robert Listou; and
 - (ii) Loans payable by Seller to Robert Listou.
 - 1.3. **Purchased Assets.** Subject to Exhibit A, the assets purchased under this Agreement specifically include:
 - (i) All intellectual property rights of Seller.
- 2. **Representations and Warranties.**
 - 2.1. **Seller's Representations and Warranties.** Seller and Buyer agree that the representations and warranties in this Section are material inducements to the parties' consent and execution of this Agreement.
 - 2.1.1. Seller warrants and represents that all transfers made under this Agreement are made free and clear of any liens or encumbrances except only those obligations expressly being assumed by the Buyer in accordance with this Agreement.

- 2.1.2. Seller warrants and represents that Seller has full title to all assets transferred under this Agreement, and that Seller has full unhindered authority to enter into this Agreement and make all transfers described in this Agreement.
 - 2.1.3. Seller warrants and represents that there is no pending litigation against seller, and to the best of Seller's knowledge there are no parties currently contemplating filing suit against Seller, or otherwise contemplating litigation against Seller.
 - 2.1.4. Seller warrants and represents that all other representations and warranties in this Agreement are factually accurate, and that Seller has fully disclosed to Buyer all information materially related to this Agreement, including information that would cause the terms and provisions of this Agreement (and any Collateral Agreements) to be materially misleading if such information was not disclosed.
3. **Transfer Documentation.** In addition to this Agreement, Seller shall execute any and every other document necessary to transfer the assets and liabilities to be transferred under this Agreement, including documentation necessary to register or record such transfer with any governmental authority of Buyer's choosing.
4. **No Broker.** Both parties acknowledge and agree that no broker was involved with the transaction contemplated under this Agreement, and under no circumstances shall either party be liable to any broker for any commissions or other purported amounts due to any broker in relation to the transaction contemplated under this Agreement.

5. **General Provisions**

5.1. **Force Majeure.**

- 5.1.1. Any delay in or failure of performance by either party under this Agreement will not breach this Agreement if it is caused by any occurrence beyond the reasonable control of such party including, but not limited to acts of God, power outages, and governmental restrictions.
- 5.1.2. Performance is excused for the lesser of the number of days the occurrence reasonably prevents performance, and thirty (30) days.

5.2. **Waiver.** Any failure or delay by either party to enforce any right under this **Agreement:**

- (a) does not constitute a waiver, at that time or in the future, of:
 - (i) the non-enforced right, or
 - (ii) any other right,

and

- (b) does not modify the rights or obligations of either party under this Agreement.

5.3. **Amendments.** This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

5.4. **Governing Law.** The laws of the Commonwealth of Virginia govern this Agreement without regard to its conflicts of laws provisions.

5.5. **Indemnification**

- 5.5.1. Seller hereby agrees to indemnify and hold Buyer harmless from all claims, actions, judgments, suits, losses, fines, penalties, demands, costs and expenses and liability whatsoever, including reasonable attorneys' fees, expert fees and court costs ("Indemnified Claims") on account of (i) any damage or liability occasioned in whole or in part by any act or omission of Seller, and/or (ii) any default by Seller of any obligations on Seller's part to be performed under the terms of this Agreement.
- 5.5.2. In case any action or proceeding is brought against Buyer by reason of any such Indemnified Claims, the Seller, upon notice from the Buyer, shall defend the same at Seller's expense by counsel approved in writing by Buyer, which approval shall not be unreasonably withheld.
- 5.5.2.1. Any settlement with a claimant bringing an Indemnified Claim must be pre-approved by Buyer in writing, which approval shall not be unreasonably withheld.
- 5.5.3. Seller's indemnification obligation under this Section 4.5. shall survive the expiration or earlier termination of the term of this Agreement.

5.6. Dispute Resolution.

5.6.1. **Time Period.** Any claim arising out of or related to this Agreement must be brought no later than one (1) year after the claim accrues.

5.6.2. **Binding Arbitration.**

(a) Any dispute between the parties arising out of or in connection with this Agreement will be submitted by the parties to binding arbitration at the McCammon Group in Arlington County, Virginia.

(b) Any arbitration will proceed in accordance with the commercial arbitration rules of the McCammon Group in Arlington County, the Commonwealth of Virginia.

(c) In the event the parties fail to agree upon an arbitrator within ten (10) days after written notice from one party to the other requesting arbitration, the complaining party shall have an arbitrator, familiar with the issues, designated in accordance with McCammon Group rules.

(d) The award rendered by the arbitrator will be final and binding on the parties, and either party may enter such judgment in any court of competent jurisdiction.

5.6.3. **Costs.** In the event of any action to enforce, interpret or set aside this Agreement, the prevailing party is entitled to recover all arbitration costs and attorneys' fees incurred in connection with such action or proceeding.

5.7. **Representations.** The parties acknowledge that in executing this Agreement they do not rely and have not relied upon any:

(a) representation, or

(b) statement,

other than those specifically stated in this written Agreement, made by:

(a) any of the parties, or

(b) by any of the parties' agents, attorneys or representatives

with regard to:

- (a) the subject matter,
 - (b) the basis, or
 - (c) the effect
- of this Agreement.

5.8. **Prior Understanding.** This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement, and the parties intend that it is a complete and exclusive statement of the terms of their agreement. This Agreement supersedes all negotiations, understandings, agreements, representations and warranties, if any, related to the subject matter of training services, which precede the execution of this Agreement.

5.9. **Partial Invalidity.** All provisions and terms in this Agreement are both severable and divisible. In the event a portion of this contract becomes invalid or unenforceable, all remaining portions of the contract will remain binding and enforceable.

5.10. **Notice.**

5.10.1. Each party shall send all notices and all other communications, required or permitted by this Agreement, in writing, by any one of the following methods:

- (a) email
- (b) fax
- (c) personal delivery
- (d) certified mail, return receipt requested
- (e) registered mail, return receipt requested, or
- (f) overnight mail delivery service.

5.10.2. Either party may change the address to which notices and other communications are sent, by written communication to the other party, served in the manner described in this Section 4.10.

5.10.3. Initially, the addresses to which notices and other communications are sent are as follows:

To Buyer:

Robert Listou, Manager
Execware, LLC
3440 South Jefferson Street, #1125
Falls Church, VA 22041

To Seller:

Robert Listou, President
Execware, Inc.
3440 South Jefferson Street, #1125
Falls Church, VA 22041

5.11. **Headings.** The headings of the sections of this Agreement have been included only for convenience and do not modify or limit any of the provisions of this Agreement.

5.12. **Binding Agreement.** This Agreement is binding upon, and inures to the benefit of, the parties and their heirs, administrators, representatives, executors, successors and assigns.

5.13. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of the counterparts together constitute a single instrument.

Agreed to as of the _____ day of _____, _____ by:

Execware, Inc. (“**Seller**”)

Execware, LLC (“**Buyer**”)

X_____

X_____

By: Robert Listou

By: Robert Listou

Title: President

Title: Manager

Exhibit A

List of Purchased Assets and Assumed Liabilities

<u>Assets and Liabilities</u>	<u>Value</u>
<u>Assets</u>	
(1) All intellectual Property	\$250,000.00
<u>Liabilities</u>	
(2) Loans from Robert Listou	(\$145,650.46)
(3) Deferred Compensation due to Robert Listou	(\$103,349.54)
Total Value	\$1,000.00