03-16-2001

U.S. DEPARTMENT OF COMMERCE PATENT AND TRADEMARK OFFICE

Y.

	3880
	Please record the attached original documents or copy thereof.
Name of conveying party(ies):	2. Name and address of receiving party(ies)
Revelation Technologies, Inc.	Name: <u>WinWin Solutions Inc.</u>
X Corporation-State-Delaware	Street Address: 99 Kinderkamack Rd., Suite 109
Additional name(s) & address(es) attached? Yes X No	City: Westwood State: NJ ZIP: 07675
3. Nature of conveyance: X Assignment	Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? Yes X No
4. Application number(s) or registration number(s): A. Trademark Application No.(s)	B. Trademark No.(s) Registration Date:
Appl. No.: 76/021,150 Filed: 4/10/2000 Additional numbers attached	1. 1,519,606 1/10/89 2. 1,531,791 3/28/89 3. 1,538,979 5/16/89 4. 1,538,980 5/16/89 5. 1,624,587 11/27/90 6. 1,667,367 12/10/91 7. 1,927,142 11/17/95 8. 1,988,613 7/23/96 9. 2,089,849 8/19/97 10. 2,178,314 8/4/98
Name and address of party to whom correspondence concerning document should be mailed:	6. Total # of applications and registrations involved:
Name: Perkins, Smith & Cohen, LLP	ELEVEIN
	7. Total fee (37 CFR 3:41)\$290.00
Internal Address: Attn: Maggie A. Lange, Esq.	X Enclosed
Street Address: One Beacon Street	X Authorized to be charged to deposit account
City: <u>Boston</u> State: <u>MA</u> ZIP: <u>02108</u> Additional name(s) & address(es) attached? ☐ Yes X No	8. Deposit account number:
	03-2410 (13360-1)
DO NOT	USE THIS SPACE U.S. Patent & TMOfc/TM Mail Rept Dt. #
Statement and signature. To the best of my knowledge and belief, the foregoing in copy of the original document.	formation is true and correct and any attached copy is a true
Maggie A. Lange, Esq. Maggie A. Lange, Esq.	February 26, 2001
Name of Person Signing Signing	gnature Date
otal number of pages comprising cover sheet:11	

TRADEMARK REEL: 002252 FRAME: 0424

STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT entered into as of this 31st day of October, 2000 (the "Agreement") by and between RevSoft Corporation, a Delaware corporation, having a principal place of business in Andover, Massachusetts ("RevSoft"), and WinWin Solutions Inc., a New Jersey corporation, having a principal place of business in Westwood, New Jersey ("WWS").

Background Statement

- A. RevSoft is the owner of (i) all 1,779,055 shares of the Class A Convertible Preferred Stock, \$.01 par value per share of Revelation Technologies, Inc., a Delaware corporation ("RTI"), (ii) all 337,336 shares of RTI's Class B Convertible Preferred Stock. \$.01 par value per share, (iii) all 694,444 shares of RTI's Class C Convertible Preferred Stock, \$.01 par value per share, and (iv) 5,147,759 shares of RTI's common stock, \$.01 par value per share (such common and preferred stock herein collectively referred to as the "RTI-US Shares"). The RTI-US Shares constitute on an as-converted basis in excess of 80% of the issued and outstanding capital stock of RTI.
- В. RevSoft is the owner of all of the issued and outstanding capital stock of Revelation Software Pty Ltd., a corporation organized under Australian law (the "RTI-AU Shares").
- C. WWS desires to purchase, and RevSoft is willing to sell, the RTI-US Shares and RTI-AU Shares upon the terms and conditions hereinafter set forth (RTI-US Shares and RTI-AU Shares sometimes referred to collectively hereinafter as the "Shares").

NOW, THEREFORE, the parties hereto agree as follows;

- Purchase of Shares. Upon the terms and conditions hereinafter set forth, RevSoft shall sell, transfer and deliver the Shares to WWS at the Closing (defined below) in consideration of the following:
- (i) payment by WWS of one million dollars (\$1,000,000), as to which (A) \$50,000 by check has been received by RevSoft (the "Deposit Check"), (B) \$50,000 shall be delivered at the Closing in the form of a certified or bank check (the "Closing Payment"), and (C) \$900,000 shall be evidenced by a promissory note of WWS executed and delivered as of the Closing and substantially in the form attached hereto as Exhibit A (the "Note"); and
- (ii) payment by WWS within business ten (10) days after the first anniversary of the Closing (defined below), of an amount, in the form a certified or bank check of WWS payable to RevSoft, which equals one-third (1/3) of the amount by which the gross revenue of RTI in the one-year period following the Closing exceeds of \$2,500,000 (the "Earnout Payment").

TRADEMARK **REEL: 002252 FRAME: 0425**



03-01-2001 U.S. Patent & TMOfc/TM Mail Ropt Dt. #34

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY, dated October 31, 2000 (the "Assignment"), is by and between RevSoft Corporation, a Delaware corporation, with its principal place of business in Andover, Massachusetts ("RevSoft"), and Revelation Technologies, Inc., a Delaware corporation with a principal place of business in Stamford, Connecticut ("RTI").

Recitals

RevSoft and WinWin Solutions, Inc., a New Jersey corporation ("WWS") entered into a Stock Purchase Agreement of approximate even date (the "Stock Purchase Agreement") pursuant to which WWS purchased all of the Shares of RTI held by RevSoft. Pursuant to the Stock Purchase Agreement, RevSoft agreed to assign to RTI its interest in any intellectual property of RTI.

NOW THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

RevSoft hereby assigns to RTI all its right, title and interest in, to and under, the intellectual property listed on Schedule 2 to the Stock Purchase Agreement, a copy of which is attached hereto and made a part hereof, together any causes of action, rights and remedies arising in connection with the foregoing prior to or after the effective date of this Assignment.

This Assignment (a) constitutes all of the agreements and supersedes all prior understandings, oral or written, of the parties with respect to the subject hereof; (b) shall be governed by and construed in accordance with the law of The Commonwealth of Massachusetts, without consideration of its principles of conflict of laws; (c) may not be amended, waived or modified except in a writing signed by the party against whom enforcement is sought; and (d) is bending upon and shall inure to the benefit of the parties hereto, and their respective successors, assigns, estates, heirs and legal representatives.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered by their duly authorized officers as of the date first set forth above.

RevSoft Corporation

By: Class A. Acquaviva
Title: President

Revelation Technologies, Inc.

By: Class & Class

THE COMMONWEALTH OF MASSACHUSETTS

County of Soffik, ss.

Then personally appeared the above-named James A. Acquaviva, known to me as the President of RevSoft Corporation, and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of said corporation on this 3/5 the day of November 2000.

October

Before me,

Notary Public

My Commission Expires: May, 19, 2000

NOTARY PUBLIC

-2-

RECORDED: 02/05/2001