

03-16-2001

FORM PTO-1594



SHEET

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

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101635880

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

1. Name of conveying party(ies):
 Revelation Technologies, Inc. *2.5.01*
 Corporation-State-Delaware
 Additional name(s) & address(es) attached? Yes No

2. Name and address of receiving party(ies)
 Name: WinWin Solutions Inc.
 Street Address: 99 Kinderkamack Rd., Suite 109
 City: Westwood State: NJ ZIP: 07675
 Corporation-State New Jersey
 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 No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: October 31, 2000 Stock Purchase Agreement (copy attached)

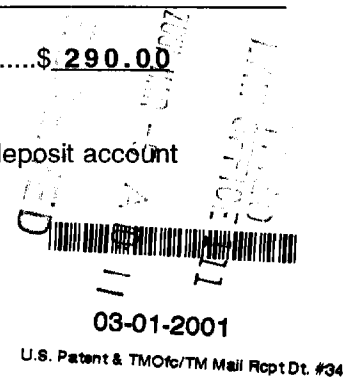
4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 Appl. No.: 76/021,150
 Filed: 4/10/2000
 Additional numbers attached? Yes No

B. Trademark No.(s) Registration Date:

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

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Perkins, Smith & Cohen, LLP
 Internal Address: Attn: Maggie A. Lange, Esq.
 Street Address: One Beacon Street
 City: Boston State: MA ZIP: 02108
 Additional name(s) & address(es) attached? Yes No

6. Total # of applications and registrations involved: ELEVEN
 7. Total fee (37 CFR 3:41).....\$ 290.00
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number:
03-2410 (13360-1)



DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Maggie A. Lange, Esq. *Maggie A. Lange* February 26, 2001
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

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.

B. 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;

1. 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").

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: James A. Acquaviva
Name: James A. Acquaviva
Title: President

Revelation Technologies, Inc.

By: James A. Acquaviva
Name: James A. Acquaviva
Title: President

THE COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

~~November~~ ^{October 31} __, 2000

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 31st day of ~~November~~ ^{October} 2000.

Before me,

Marie M. Scheppe
Notary Public
My Commission Expires: May, 19, 2006

Marie M. Scheppe
NOTARY PUBLIC
Commission expires May 19, 2006