

FORM PTO-1594
(Rev. 6-83)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0551-0011 (exp. 4/94)

Atty Docket No. 50324.268830

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

1. Name of conveying party(ies):

Nasal Aire Technologies, Inc.

- Individuals(s)
- General Partnership
- Corporation-State - Georgia
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Agreement for Sale of All Assets of Corporation
- Merger
- Change of Name

Execution Date: March 13, 2001

2. Name and address of receiving party(ies)

Name: **E. Barter Solutions, Inc.**

Internal Address: **Suite 207**

Street Address: **23257 State Road 7**

City: **Boca Raton** State: **FL** Zip: **33428**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Nevada
- Other

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

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

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)
76/194,461

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: **William H. Brewster**

Internal Address: **Kilpatrick Stockton LLP**

Suite 2800

Street Address: **1100 Peachtree Street**

City: **Atlanta** State: **GA** Zip: **30309**

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

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

11-0860

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.

Valetta A. Northcutt

Name of Person Signing

Signature

Date

Valetta Northcutt
2/25/02

Total number of pages including cover sheet, attachments, and document: **9**

TRADEMARK

REEL: 002418 FRAME: 0637

Agreement for Sale of All Assets of Corporation

THIS AGREEMENT is entered into on March 13, 2001, between E. Barter Solutions, Inc., a corporation organized under the laws of Nevada ("Buyer") located at 23257 State Road 7, Suite 207, Boca Raton, Florida, 33428, and Nasal Aire Technologies, Inc., a corporation organized under the laws of Georgia ("Nasal Aire"), Innomed Technologies, Inc., a corporation organized under the laws of Nevada ("Innomed") and Zap Online Corporation ("Zap") a corporation organized under the laws of Delaware. Nasal Aire, Innomed, and Zap are each a "Seller" or collectively referred to as "Sellers;" Eldon Mixon ("Mixon"), who resides at 4800 Cathys Trail, Waycross, Georgia 31501 is sole shareholder of the Nasal Aire and Tom Wood ("Wood") who resides at 207 Stetson Drive, Waycross, Georgia 31501, is the sole shareholder of Innomed, respectively, and shall be deemed Sellers under this Agreement to the extent they possess any rights to the Seller's assets described below.

WHEREAS, Sellers desire to sell and Buyer desires to buy, to the extent they exist, all Sellers' assets, business, property and rights as a going concern ("Business"), including rights of operation of Sellers associated with the Business as defined herein, upon the terms and conditions contained in this Agreement; and

WHEREAS, Buyer, in consideration of the purchase of the Business, is willing to satisfy certain liabilities, and obligations of Sellers associated with such Business, upon the terms and conditions contained in this Agreement; and

WHEREAS, Mixon as the sole shareholder of Nasal Aire and, and Wood as the sole shareholder of Innomed and Zap, as part of the consideration for the purchase of the Buyer, wish to settle their differences and release each other from all claims including that certain lawsuit styled *Nasal Aire Technologies, Inc. v. Thomas J. Wood* Superior court of Ware County, Georgia.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. SALE OF BUSINESS.

1.1 *Purchased Assets.* Sellers shall sell, assign, and deliver to Buyer and Buyer shall purchase and accept, on the date of Closing, all the assets and properties owned by the Sellers or in which they, collectively or individually, have any right, title, or interest inchoate or otherwise, of every kind and description, wherever located, which shall be referred to as the "Purchased Assets." Listed on Exhibit 1 are all of the Purchased Assets subject to this Agreement, and shall include, but not be limited to, the following items related to the Business:

- (a) all trade accounts and notes receivable and other current receivables

("Accounts Receivable"):

- (b) all inventory, consisting of work-in-progress and finished goods ("Inventory")
- (c) all supplies, spare parts, and piece parts, including, but not limited to all such items in transit to Seller, held at suppliers, or consigned to others ("Raw Materials");
- (d) all trade fixtures, machinery, equipment, vehicles, tools, dies, molds, jigs, appliances, test and quality control devices, all other equipment and fixed assets, including, but not limited to, any equipment in the possession of vendors, together with all certificates of title or other evidence of ownership ("Fixed Assets");
- (e) the rights to the names "Nasal Aire" or "Innomed" or any associated trade name, fictitious name, or any similar name or names in connection with the type of enterprise engaged in by Sellers, all trademarks, service marks, licenses, copyrights, patents, all patent applications, and patents pending, and processes, together with all designs, industrial models, inventions, trade secrets, know-how, improvements, artwork, plates, copy, product literature and promotional materials; and all confidentiality, restrictive covenant and invention disclosure agreements to which Sellers are a party by name or which were made for its benefit that are related to the Business;
- (f) all of Sellers' rights in and to all contracts and agreements related to the Business to which Sellers are a party on the Closing Date, including but not limited to:
 - (i) all orders and contracts for the sale of Sellers' products related to the Business against which deliveries have not been completed as of the Closing Date ("Sales Contracts"),
 - (ii) all orders and agreements related to the Business entered into for the purchase of services (including construction agreements), Raw Materials, supplies, equipment, vehicles or other personal property which have not been received prior to the Closing Date ("Supply Contracts"),
 - (iii) all agreements for the lease by Sellers from another, and by another from Sellers, of real property, equipment, vehicles, land, buildings, and other personal or real property interests related to the Business, with the exception of the lease related to the facility in which the

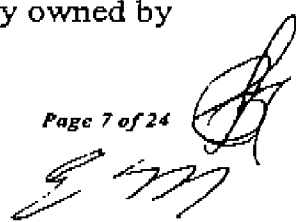
- (e) *Opinions of Sellers's Counsel.* Sellers agree that an opinion shall be delivered from Bernstein & Associates, P.C. and Jason A. Bernstein, Esq. dated the Closing Date and addressed to Buyer, which shall be limited to the validity and effect of the assignment of U.S. Patent No. (the "Patent") from the Sellers to the Buyer and which shall opine that the Patent has been validly assigned to the Buyer and that the Patent is free and clear of all liens, pledges or other encumbrances.
- (f) *Corporate Resolutions.* Buyer and Sellers shall deliver to each of the other parties hereto copies of their respective corporate resolutions, certified by the appropriate corporate officer, authorizing the execution and delivery of the Agreement and the consummation of the transactions contemplated hereby.
- (g) *Assignments and Guarantees.* Sellers shall deliver all assignments and original copies of any guarantees or warranties relating to the Purchased Assets, including the a Patent.
- (h) *Plans, etc.* Sellers shall deliver any and all plans, permits, tests, certificates or approvals as required by this Agreement.
- (i) *Transfer of Licenses.* Sellers shall, to the extent permitted by law, transfer to Buyer all Licenses necessary for the continued conduct of the Business.
- (j) *Other Agreements.* Buyer and Sellers shall enter into such other Agreements, or execute and deliver such documents or items, as may be contemplated by the Agreement to effect the transactions contemplated hereby.
- (k) *Government Consents.* Buyer and Sellers shall each deliver to the other copies of any governmental consents required to be obtained pursuant to the Agreement.

Copies of the FDA approvals are attached as Exhibit 8.2(k).

REPRESENTATIONS OF THE PARTIES.

9.1 Representations of Nasal Aire. Nasal Aire represents and warrants to the Buyer as follows:

- (a) Nasal Aire is a corporation duly organized, existing, and in good standing under the laws of its state of incorporation and is authorized and entitled to carry on its business in Florida, a copy of the Certificate of Good Standing is attached as Exhibit 9.1(a).
- (b) Nasal Aire has no subsidiaries;
- (c) All of Nasal Aire's issued and outstanding capital stock is solely owned by Mixon;



Handwritten signature and initials, possibly 'J.M.' or similar, located at the bottom right of the page.

against any liability for any fee, compensation, commission or expense (including attorney's fees) arising out of any claim by any person acting or claiming to act on behalf of Nasal Aire for fees, compensation, commission or expenses with respect to the Agreement or the transactions contemplated hereby.

- (r) Within the times and in the manner prescribed by law, Nasal Aire has, and shall have through the Closing Date, filed all federal, state, foreign and/or local tax returns required by law and have paid all taxes (including, without limitation, income, franchise, sales, use, transfer, payroll, withholding and ad valorem taxes), assessments, and penalties due and payable with respect to the Business and the Purchased Assets. Nasal Aire acknowledges that all taxes, assessments and penalties, including, but not limited to, income and franchise taxes through the Closing Date, are the Nasal Aires' responsibility. There are no current disputes as to taxes of any nature payable by Nasal Aire or that affect, the Purchased Assets or the Business.
- (s) The trade names, trademarks, copyrights, service marks and registrations, all goodwill associated therewith, if any, therefore described in Exhibit 9.1(s) (the "Marks") are all those used in the conduct of the Business, and are owned by Nasal Aire, or held by Nasal Aire pursuant to licenses to use the same, free of any liens, encumbrances, restrictions or to Nasal Aire's knowledge legal or equitable claims of others. All Marks which are the subject of any license will be so identified on Exhibit 9.1(s). Nasal Aire has good right to sell or assign any license for the use of the Marks to Buyer as provided in the Agreement, and to Nasal Aire's knowledge such use or license does not conflict with, infringe on, or otherwise violate any rights of others. Nasal Aire has no knowledge of any infringement or alleged infringement by anyone of any of such Marks.
- (t) Nasal Aire has provided Buyer with complete information as to all the trade secrets used in the Business (the "Trade Secrets"), all the Trade Secrets are free and clear of any liens, encumbrances, restrictions, and legal or equitable claims of others. Nasal Aire have taken all reasonable security measures to protect the secrecy, confidentiality, and value of the Trade Secrets. Any of Nasal Aire's employees and any other persons who, either alone or in concert with others, developed, invented, discovered, derived, programmed, or designed the Trade Secrets, or who have knowledge of or access to information relating to the Trade Secrets, have been put on notice and, if appropriate, have entered into agreements that these secrets are proprietary to Nasal Aire and are not to be divulged or misused. All of the Trade Secrets are presently valid and protectible, and are not in the public domain nor have they been used, divulged, or appropriated for the benefit of any past or present employees or other persons, or to the detriment of the Business.

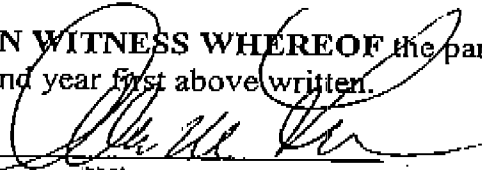
TRADEMARK


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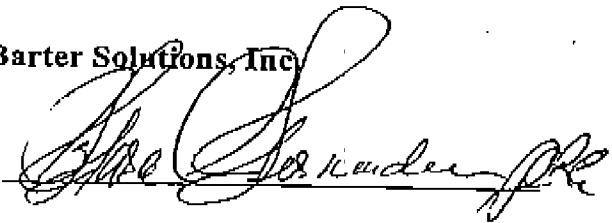
constitute part of this Agreement or to affect the construction hereof. The "Whereas clauses shall be deemed to constitute a part of this Agreement.

- 18.9 **No Waiver.** No action taken pursuant to this Agreement, including any investigation by or on behalf of any party hereto, will be deemed to constitute a waiver by the party taking any action of compliance with any representation, warranty or agreement contained herein. The waiver by any party hereto of any condition or of a breach of any other provision of this Agreement will not operate or be construed as a waiver of any other condition or subsequent breach. The waiver by any party of any of the conditions precedent to its obligations under the Agreement will not preclude it from seeking redress for breach of this Agreement other than with respect to the condition so waived.
- 18.10 **Expenses.** Seller and Buyer shall each pay all costs and expenses incurred by it or on its behalf in connection with this Agreement and the transactions contemplated hereby, including, without limiting the generality of the foregoing, fees and expenses of its own financial consultants, accountants and counsel.
- 18.11 **Arbitration; Venue.** Any dispute or controversy arising out of, or related to this Agreement or to the Patent, shall be resolved in binding arbitration in accordance with the Commercial Rules of the American Arbitration Association, the venue for which shall be in Orlando, Florida.
- 18.12 **Specific Performance.** Buyer on the one hand, and Sellers, on the other hand, each acknowledge that the other will be irreparably harmed and that there will be no adequate remedy at law in the event of a violation by it of any of its covenants or agreements which are contained in this Agreement. It is accordingly agreed that, in addition to any other remedies which may be available upon the breach of such covenants and agreements, Seller or Buyer, as the case may be, shall have the right to obtain injunctive relief to restrain any breach or threatened breach of, or otherwise to obtain specific performance of, the other's covenants or agreements contained in this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement at _____ on the day and year first above written.


Witness


Witness

E. Barter Solutions, Inc
By: 

constitute part of this Agreement or to affect the construction hereof. The "Whereas clauses shall be deemed to constitute a part of this Agreement.

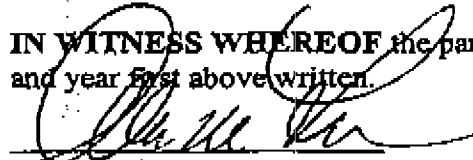
18.9 **No Waiver.** No action taken pursuant to this Agreement, including any investigation by or on behalf of any party hereto, will be deemed to constitute a waiver by the party taking any action of compliance with any representation, warranty or agreement contained herein. The waiver by any party hereto of any condition or of a breach of any other provision of this Agreement will not operate or be construed as a waiver of any other condition or subsequent breach. The waiver by any party of any of the conditions precedent to its obligations under the Agreement will not preclude it from seeking redress for breach of this Agreement other than with respect to the condition so waived.

18.10 **Expenses.** Seller and Buyer shall each pay all costs and expenses incurred by it or on its behalf in connection with this Agreement and the transactions contemplated hereby, including, without limiting the generality of the foregoing, fees and expenses of its own financial consultants, accountants and counsel.

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IN WITNESS WHEREOF the parties have executed this Agreement at _____ on the _____ day and year first above written.

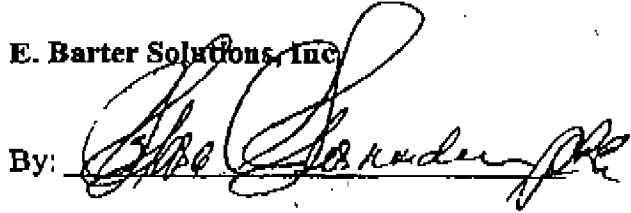


Witness



Witness

E. Barter Solutions, Inc

By: 

[Signature]
Witness

[Signature]
Witness

[Signature]
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[Signature]
Witness

Laura Wood
Witness

Witness

Laura Wood
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Laura Wood
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Laura Wood
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Witness

Nasal Aire Technologies, Inc.

By: Eldon Mixon President
Eldon Mixon

Eldon Mixon
Eldon Mixon, individually

Innomed Technologies, Inc.

By: Thomas J. Wood
Thomas J. Wood

Thomas J. Wood
Thomas J. Wood, individually

Zap Online Corporation

By: Thomas J. Wood
Thomas J. Wood

Thomas J. Wood
Thomas J. Wood, individually

Exhibit 1

ASSETS OF NASAL AIRE

- ✓ 1. Original Paper Patent #5,533,506 issued by U.S. Patent Office and all legal rights to Patent #5,533,506. *CM 3/13/01*
- ✓ 2. Trademark for Nasal Aire®; *CM 3/13/01*
- ✓ 3. FDA Approval of Nasal Ventilation Device; *CM 3/13/01*
- ✓ 4. FDA Registration;
- ✓ 5. Entire Electronic File of Design and Drawings by Roger Strickland in usable and readable format delivered to Ventlabs;
6. Molds & Tooling;
- ✓ 7. Sample Prototypes of Nasal-Aire®;
- ✓ 8. IRB Testing (Copernicus Group) & Evaluation Results;
- ✓ 9. JSL Consulting Test and Evaluation Reports;
- ✓ 10. Caliper for sizing of product;
- ✓ 11. Durometer for testing flexibility of product;
- ✓ 12. 8200 Capnometer for testing ET_{CO2}, respiration rate and Co₂ measurements;
- ✓ 13. DPU-201GS Thermal Printer with AC adapter;
- ✓ 14. Case Management Resource Guide – 4 Volume Set;
15. 20,000 pieces of Flexchem Tubing part #N-053-001; and
16. 20,000 pieces of Flexchem Tubing of 55 durometer medical grade silicone.

CM 3/13/01