

06-25-2002



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Tab settings 000

To the Honorable Commissioner of Patents

original documents or copy thereof.

1. Name of conveying party(ies):

Gerimenu, Inc.

3-26-02

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

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

3. Nature of conveyance:

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

Execution Date: April 4, 2000

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

A. Trademark Application No.(s)

2. Name and address of receiving party(ies):

Name: The CBORD Group, Inc.

Internal Address:

Street Address: 61 Brown Road,

City Ithaca State N.Y. ZIP 14850

- Individual(s) citizenship
- 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

(Designation must be a separate document from Assignment)

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

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

B. Trademark registration No.(s) 1,720,015

Additional numbers attached? Yes No

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

Shlesinger, Fitzsimmons & Name: Shlesinger

Internal Address:

Street Address: 183 E. Main Street Suite 1323

City: Rochester State: N.Y. ZIP 14604

6. Total number of applications and registrations involved:

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

- Enclosed
- Authorized to be charged to deposit account.

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

04/10/2002 TBIAZI 00000183 1720015

DO NOT USE THIS SPACE

01-CC-481

40.00 DP

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.

Philip K. Fitzsimmons

Name of Person Signing

Philip K. Fitzsimmons
Signature

Date

2/6/02

Total number of pages comprising cover sheet: 10

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

about 30 minutes per

SHARE PURCHASE AGREEMENT

RELATING TO THE ACQUISITION OF ALL OF THE OUTSTANDING CAPITAL STOCK OF

GERIMENU, INC.
(a Pennsylvania Corporation)

by

THE CBORD GROUP, INC.
(a New York Corporation)

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT is made as of April, 2000 by and among The CBORD Group, Inc., a New York corporation ("Buyer"), GERIMENU, Inc., a Pennsylvania corporation (the "Company"), Ann B. Wainwright ("A. Wainwright"), Roy C. Wainwright (R. Wainwright") and James W. Harrity ("Harrity") (collectively referred to herein as the "Shareholders"). Certain other terms are used herein as defined below in Section 1 or elsewhere in this Agreement.

Background

Shareholders are the owners of all the issued and outstanding shares (the "Shares") of capital stock of the Company. Buyer desires to purchase from Shareholders, and Shareholders desire to sell to Buyer, all the Shares in accordance with the provisions of this Agreement.

Witnesseth

NOW, THEREFORE, in consideration of the respective covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. Definitions

For convenience, certain terms used in more than one part of this Agreement are listed in alphabetical order and defined or referred to below (such terms as well as any other terms defined elsewhere in this Agreement shall be equally applicable to both the singular and plural forms of the terms defined).

"Acquisition Proposal" is defined in Section 5.3.

"Action" is defined in Section 10.6.

"Affiliates" means, with respect to a particular party, persons or entities controlling, controlled by or under common control with that party, as well as any officers, directors and majority owned entities of that party and of its other Affiliates. For the purposes of the foregoing, ownership, directly or indirectly, of 20% or more of the voting stock or other equity interest shall be deemed to constitute control.

"Agreement" means this Agreement and the Exhibits and Disclosure Schedules hereto, as each may be amended, restated, supplemented or modified from time to time.

"Assets" means all of the assets, properties, goodwill and rights of every kind and description, real and personal, tangible and intangible, wherever situated and whether or not reflected in the most recent Financial Statements, that are owned or possessed by the Company.

"Balance Sheet" is defined in Section 3.5.

"Balance Sheet Date" is defined in Section 3.5.

"Benefit Plan" means: any (y) "employee benefit plan" as defined in Section 3(3) of ERISA, and (z) supplemental retirement, bonus, deferred compensation, severance, incentive plan, program or arrangement or other employee fringe benefit plan, program or arrangement.

"Business" means the Company's entire business, operations and facilities.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Expiration Date" is defined in Section 10.5.

"Financial Statements" is defined in Section 3.5.

"GAAP" means generally accepted accounting principles.

"Governmental Permits" means all governmental permits, licenses, registrations, certificates of occupancy, approvals and other governmental authorizations.

"Immaterial Lease" is defined in Section 3.9.

"Indemnified Party" is defined in Section 10.4.

"Indemnitor" is defined in Section 10.4.

"Intellectual Property" means any Copyrights, Patents, Trademarks, service marks, trade names, information, proprietary rights, processes, technology rights and licenses, trade secrets, franchises, know-how, inventions and other intellectual property. "Knowledge" means actual knowledge.

"Inventory" means all inventory, including raw materials, supplies, work in process and finished goods.

"Law" means any statute, law, ordinance, regulation, order or rule of any federal, state, local, foreign or other governmental agency or body or of any other type of regulatory body, including those covering environmental, energy, safety, health, transportation, bribery, record keeping, zoning, anti-discrimination, antitrust, wage and hour, and price and wage control matters.

"Liability" means any direct or indirect liability, indebtedness, obligation, claim, loss, damage, deficiency, guaranty or endorsement of or by the Company, absolute or contingent, accrued or unaccrued, due or to become due, liquidated or unliquidated.

"Liquidated Claim Notice" is defined in Section 10.4(a).

"Litigation" means any lawsuit, action, arbitration, administrative or other proceeding, criminal prosecution or governmental investigation or inquiry.

"Material Adverse Effect" means a material adverse effect on the Business, including the Assets, financial condition, results of operations, liquidity, products, competitive position, customers and customer relations thereof.

"Minor Contract" means any Contract that is terminable by a party on not more than 30 days' notice without any Liability and any Contract under which the obligation of a party (fulfilled and to be fulfilled) involves an amount of less than \$5,000.

"Non-Real Estate Leases" is defined in Section 3.9.

"Transactions" means the sale of the Shares and the other transactions contemplated by the Transaction Documents.

"Unliquidated Claim" is defined in Section 10.4(a).

"Welfare Plan" is defined in Section 3.20(g).

2. Purchase and Sale

2.1 Purchase and Sale. Subject to the terms and conditions contained in this Agreement, on the Closing Date, Shareholders shall sell, assign, transfer and deliver to Buyer, and Buyer shall purchase from Shareholders, all of the Shares in exchange for a purchase price of \$400,000.00 (the "Purchase Price"), which shall be paid by certified or bank check delivered to each Shareholder in an amount based on such Shareholder's pro rata ownership of the Shares on the Closing Date.

2.2 Closing. The closing (the "Closing") of the sale and purchase of the Shares shall take place at the offices of Harris, Beach & Wilcox, 119 East Seneca Street, Ithaca, NY 14850, commencing at 10:00 a.m., local time, on the first business day after the conditions set forth in Sections 8 and 9 have been satisfied, or at such other date, time or place as may be agreed upon in writing by the parties hereto, but not later than April 11, 2000 (the "Termination Date"). The date of the Closing is sometimes herein referred to as the "Closing Date."

2.3 Items to be Delivered Immediately Prior to or at Closing. At the Closing:

(i) In exchange for the payment by Buyer to Shareholders of the Purchase Price, Shareholders shall deliver to Buyer a certificate or certificates representing all of the Shares, duly endorsed in blank or accompanied by stock powers duly executed in blank,

(ii) Shareholders shall also deliver to Buyer, and Buyer shall deliver to Shareholder, as the case may be, the certificates, documents and opinion of counsel referred to in Sections 8 and 9,

(iii) Buyer shall deliver to each of the Shareholders their pro rata share of the Purchase Price,

(iv) Harrity shall deliver to Buyer the assignment referred to in Section 9, regarding the Assignment of Contract for the exclusive marketing and sales rights for all of the Company's products, and

(v) Harrity and R. Wainwright shall deliver to Buyer their respective employment agreement referred to in Sections 8 and 9.

3. Representations and Warranties of Shareholders and the Company.

Harrity, R. Wainwright and the Company, jointly and severally, hereby represent and warrant to Buyer the representations and warranties in this Section 3.

3.1 Corporate Status. The Company is a corporation duly organized, validly existing and in good standing under the Laws of the State of Pennsylvania. The Charter Documents and bylaws of the Company that have been delivered to Buyer as of the date hereof are effective under applicable Laws and are current, correct and complete.

3.2 Authorization. Each Shareholder has the requisite power and authority to execute and deliver the Transaction Documents to which it is a party and to perform the Transactions performed or to be

with respect to, or disallowance of any claim under, any such policy or binder that has been received by the Company.

3.18 Intellectual Property

(a) Intellectual Property. The Company has good and valid title to and ownership of all Intellectual Property necessary for its Business and operations (as now conducted and as proposed to be conducted). A list of all Intellectual Property owned by the Company is set forth on SCHEDULE 3.18(A). There are no outstanding options, licenses or agreements of any kind to which the Company is a party or by which it is bound relating to any Intellectual Property, whether owned by the Company or another person, except as disclosed on SCHEDULE 3.18(A). To the Knowledge of the Shareholders, the business of the Company as formerly and presently conducted did not and does not conflict with or infringe upon any Intellectual Property right, owned or claimed by another.

(b) Contracts. SCHEDULE 3.18(B) contains a complete and accurate list and summary description, including any royalties paid or received by the Company, of all Contracts relating to the Intellectual Property to which the Company is a party or by which the Company is bound, except for any license implied by the sale of a product and perpetual, paidup licenses for commonly available software programs with a value of less than \$5,000 under which the Company is the licensee. There are no outstanding and, to Shareholders' Knowledge, no threatened disputes or disagreements with respect to any such agreement.

(c) Know How Necessary for the Business. The Intellectual Property included in the Assets constitutes all of the Intellectual Property that is, to the Shareholders Knowledge, necessary for the operation of the Business as it is currently conducted. Except as described on SCHEDULE 3.18(C), the Company is the owner of all right, title and interest in and to each item of Intellectual Property, free and clear of any Encumbrances, and to the Knowledge of the Shareholders has the right to use without payment to a third party all of the Intellectual Property.

3.19 Employees. The Company is not (a) a party to, involved in or, to Shareholders' Knowledge, threatened by, any labor dispute or unfair labor practice charge, or (b) currently negotiating any collective bargaining agreement. The Company has not experienced during the last three years any work stoppage. Shareholders have delivered to Buyer a complete and correct list of the names and salaries, bonus and other cash compensation of all employees (including officers) of the Company. SCHEDULE 3.19 lists the directors and officers of the Company.

3.20 ERISA.

(a) SCHEDULE 3.20 contains a complete list of all Benefit Plans sponsored or maintained by the Company or under which the Company is obligated. Shareholders have delivered to Buyer (i) accurate and complete copies of all such Benefit Plan documents and all other material documents relating thereto, including (if applicable) all summary plan descriptions, summary annual reports and insurance contracts, (ii) accurate and complete detailed summaries of all unwritten Benefit Plans, (iii) accurate and complete copies of the most recent financial statements and actuarial reports with respect to all such Benefit Plans for which financial statements or actuarial reports are required or have been prepared and (iv) accurate and complete copies of all annual reports for all such Benefit Plans (for which annual reports are required) prepared within the last three years. Each such Benefit Plan providing benefits that are funded through a policy of insurance is indicated by the word "insured" placed by the listing of the Benefit Plan in the SCHEDULE 3.20.

(b) To the Knowledge of any of the Shareholders, all such Benefit Plans conform (and at all times have conformed) in all material respects to, and are being administered and operated (and have at all time been administered and operated) in material compliance with, the requirements of ERISA, the Code and all

Schedule 3.16 Contracts

- (a)(i) Commission contract with Jim Harrity re sales of GeriMenu
- (a)(ii) Lease at Kingston Center, \$1000 per month, renews annually each April unless 90 day notice given.
- (a)(iii) Special pricing arrangements with best customers
For example: Bateman, Aramark, Sodexo-Marriott,
InSource/Purchase Connection,
Commonwealth of PA
- (a)(iv) None
- (a)(v) None
- (a)(vi) None
- (a)(vii) None
- (b) None

Schedule 3.17 Insurance

Coverage	Carrier	Agency
Business Package Policy	CGU (binder) 3/15/00 – 4/15/00 Renewing Policy: BPP 5117696	Gentzler & Smith Assoc. PO Box 931 York, PA 17405 (717) 741-0965
Workers Comp	CGU (binder) 3/15/00 – 4/15/00 Renewing Policy: H 209707	Gentzler & Smith Assoc. PO Box 931 York, PA 17405 (717) 741-0965

Schedule 3.18 (a) Intellectual Property

Property	Registration	
GeriMenu DOS Copyright	April 23, 1999	TX-4-967-895
GeriMenu Windows Copyright	April 23, 1999	TX-4-916-759
GeriMenu Trademark	September 29, 1992	#1720015
GeriMenu DOS Copyright	October 19, 1988	TX-2-473-944

12.7 Schedules. Any items listed or described on SCHEDULES shall be listed or described under a caption that identifies the Sections of this Agreement to which the item relates.

12.8 Fees. If either party to this Agreement breaches any of the provisions contained in this Agreement, a prevailing party in any action or proceeding to enforce the terms, covenants and provisions of this Agreement shall be entitled to collect reasonable attorney's fees, costs and disbursements of any such action or proceeding from the other party.

13. Remedies.

The indemnification rights under Section 10 are independent of and in addition to such rights and remedies as the parties may have at law or in equity or otherwise (subject to Section 12 hereof) for any misrepresentation, breach of warranty or failure to fulfill any agreement or covenant hereunder on the part of any party hereto, including the right to seek specific performance, rescission or restitution, none of which rights or remedies shall be affected or diminished by Section 10. Buyer acknowledges that Section 10 shall be the exclusive remedy of the Buyer for any breach of the representations and warranties in Section 3 above with respect to such individuals, except for any willful misrepresentation, willful breach of warranty or willful failure to fulfill any agreement or covenant.

14. Notices.

All notices that are required or permitted hereunder shall be in writing and shall be sufficient if personally delivered or sent by mail, facsimile message or Federal Express or other delivery service. Any notices shall be deemed given upon the earlier of the date when received at, or the third day after the date when sent by registered or certified mail or the day after the date when sent by Federal Express to, the address or fax number set forth below, unless such address or fax number is changed by notice to the other Party hereto:

If to Shareholders:

GERIMENU INC.
Roy C. Wainwright, President
2550 Kingston Road #219
York, Pennsylvania 17402-3733
Fax: (717)751-2126

with a required copy to:

David Baker, Esq.
Smith, Anderson, Baker & Long
25 North Duke Street
York, Pennsylvania 17401
Fax: (717) 854-1565

If to Buyer:

The CBORD Group, Inc.
John Alexander, President
61 Brown Road
Ithaca, New York 14850
Fax: (607) 257-1902

with a required copy to:

Robert J. Holdsworth, Esq.
Harris, Beach and Wilcox, LLP
P.O. Box 580
119 East Seneca Street
Ithaca, New York 14850
Fax: (607) 273-6802

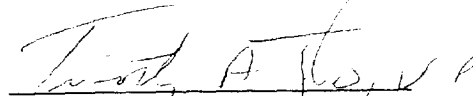
15. Governing Law.

This Agreement shall be construed and interpreted in accordance with the laws of the State of New York without regard to its provisions concerning conflict of laws.

IN WITNESS WHEREOF, this Share Purchase Agreement has been executed by the parties hereto as of the day and year first written above.

BUYER:

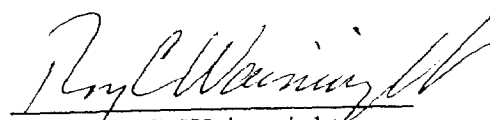
THE CBORD GROUP, INC.



By: Timothy A. Tighe
Its: Vice President

COMPANY:

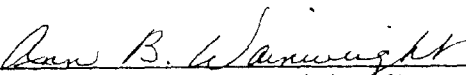
GERIMENU, INC.

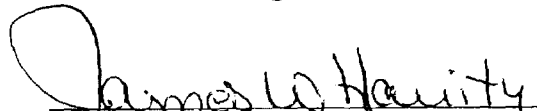


By: Roy C. Wainwright
Its: President

SHAREHOLDERS:


Roy C. Wainwright, Individually


Ann B. Wainwright, Individually


James W. Harrity, Individually

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