


02-27-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		 102375534		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): <u>GlobeCast North America, Incorporated</u> 22403 <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State (Delaware) <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>Beers Enterprises, Incorporated</u> Internal Address: <u>P. O. Box 1141</u> Address: _____ Street Address: <u>29 Farm Valley Road</u> <u>Osterville</u> State: <u>MA</u> Zip: <u>02655</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Purchase & Sale Agreement</u> Execution Date: <u>September 30, 2002</u>			4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>1698503</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Beers Enterprises, Incorporated</u> Internal Address: <u>P.O. Box 1141</u> <u>Osterville, MA 02655</u> Street Address: <u>29 Farm Valley Road</u> City: <u>Osterville</u> State: <u>MA</u> Zip: <u>02655</u>			6. Total number of applications and registrations involved: _____ 7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i> <u>David Sprechman</u> <u>[Signature]</u> <u>1-24-03</u> Name of Person Signing Signature Date					

02/26/2003 ELIMPER 00000321 1698503
 01 FC:8521 40.00 DP

Total number of pages including cover sheet, attachments, and document:
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

PURCHASE AND SALE AGREEMENT

AGREEMENT made this 30th day of September, 2002 by and between GlobeCast North America Incorporated (hereinafter "GlobeCast" or "Seller") and Beers Enterprises, Inc. (hereinafter "Beers" or "Buyer").

WHEREAS, GlobeCast wishes to sell, and Beers' wishes to buy, GlobeCast's contractual rights and fifty (50%) percent interest in "The Switch" (hereinafter "TS") as defined in that certain Joint Service ("The Switch") Agreement Between Beers Enterprises, Inc. and IDB Communication Group, Inc. dated January 25, 1991, (hereinafter "Joint Service Agreement").

NOW THEREFORE, GlobeCast and Beers agree as follows:

1. GlobeCast agrees to sell and Beers agrees to buy:

a. All of GlobeCast's assets, rights and interests in TS under the above-referenced Joint Service Agreement or otherwise.

b. All furniture and equipment owned by GlobeCast on the premises located at 60 Hudson Street, New York, New York, currently occupied by the TS facilities, except for any such furniture and/or equipment to be itemized by GlobeCast on the list to be attached hereto as being specifically excluded from the sale.

2. Beers shall pay to GlobeCast and GlobeCast shall accept as the purchase price for all assets, rights and interests and all other property being purchased and for the other undertakings agreed to by GlobeCast herein the sum of TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS at closing.

3. This sale shall be closed on December 15, 2002 or on such other date mutually agreed upon by the Buyer and Seller after all of the conditions set forth herein have been satisfied or, at the Buyer's option, waived.

4. GlobeCast shall use its best efforts to put all switch customers under contract at standard rate card to the end that a minimum of eighty-five (85%) percent of TS's current customers shall be under contract by closing.

5. No later than twenty (20) days prior to closing, the parties shall agree upon a list of receivables due and the amounts. The parties will exercise their best efforts to collect the full amounts of all receivables by the closing date.

6. Before the closing, the parties shall work together to reach a resale agreement that will allow GlobeCast to sell TS services for compensation after the closing.

7. No later than the closing, GlobeCast shall disconnect and remove all non-paying cross-connects. GlobeCast shall provide a list of all such cross-connects to Beers as part of the due diligence review provided for below.

8. By or at the closing,

a. GlobeCast shall execute a bill of sale and/or such other forms as may be necessary to assign, transfer and convey to Beers its rights and interests in the TS trademark and all current TS contracts in GlobeCast's possession (including the rights to receivables under those contracts), as well as all of its contractual rights under the Joint Service Agreement and all marketing, sales forecasts, accounting and banking materials and documentation related to TS.

b. GlobeCast and Beers shall finalize the list of uncollected TS receivables and the amounts due. For a period of sixty (60) days after the closing fifty (50) percent of any amounts collected or received by Beers from such list shall be paid to GlobeCast. Any amounts from such list received or collected by Beers more than sixty (60) days after the closing shall be retained in full by Beers.

c. GlobeCast shall execute any documents necessary to transfer the TS bank lock-box in Atlanta, Georgia to Beers.

d. GlobeCast agrees that it will not compete with Beers to the extent that it will not provide an open-access (i.e., an access open to anyone who is willing to pay a fee to become a member) remote customer controlled switching hub in the New York metropolitan area for a period of twelve (12) years from the date of closing.

e. Upon completion of the closing, the above-referenced Joint Services Agreement shall be terminated pursuant to paragraph VIII. B. of the Agreement.

f. All of GlobeCast's payables relating to TS shall be paid in full.

9. After the closing,

a. GlobeCast shall have the right to the exclusive use of twenty-nine (29) ports of TS for a period of sixty (60) months from the closing date. Prior to the closing, GlobeCast will provide Beers with a list of the twenty-nine ports it wishes to use from among those it is currently using.

b. **GlobeCast shall use its best efforts to keep its lease for the premises located at 60 Hudson Street, New York, New York currently occupied by the TS facilities in full force and effect for the remainder (until November 2005) of the present term so that Beers may occupy those premises until the lease expires. Beers shall pay GlobeCast on a monthly basis the rent provided for in said lease until the expiration or earlier termination of the present term of said lease.**

c. **GlobeCast will not interfere with Beers's efforts to hire, in order to provide continuity in the TS operation, GlobeCast employees now working at TS.**

10. **GlobeCast hereby warrants and represents (and agrees to warrant and represent as of the closing date) to Beers that:**

a. **To the best of GlobeCast's knowledge, there is no pending or threatened litigation in any way related to GlobeCast's rights, interests or obligations with respect to TS.**

b. **GlobeCast has full power and authority to enter into and consummate the transaction outlined in this agreement without the consent, approval or authorization of any parent corporation or other related entity.**

c. **All assets, rights and interests to be assigned, transferred and conveyed to Beers will be assigned, transferred and conveyed free and clear of all liens and encumbrances.**

11. **The Buyer's obligations hereunder are contingent upon:**

a. **Beers's obtaining financing of not less than \$2,000,000.00 on terms and conditions satisfactory to Beers within ninety (90) days after the execution of this agreement by both parties. Beers agrees to seek such financing in good faith.**

b. **Eighty-five (85%) percent of the current customers of TS being under contract at standard rate card prior to the closing.**

c. **Completion of such due diligence reviews (including, but not limited to those matters listed on Exhibit A attached hereto) as Beers may deem necessary to Beers's sole satisfaction by no later than fifteen (15) days before closing. GlobeCast agrees to cooperate by providing any information Beers may reasonably request that is reasonably related to the transaction contemplated by this agreement.**

GlobeCast North America, Incorporated, Seller

By: 

David Sprechman
COO, CFO and Executive Vice-President

Beers Enterprises, Inc., Buyer

By: 

Scott S. Beers, President

ASSIGNMENT OF SERVICE MARK

WHEREAS, GlobeCast North America, Incorporated (hereinafter "the Assignor"), a corporation incorporated under the laws of Delaware with a principal place of business located at 7291 NW 74th Street, Miami, Florida, is the Registration Owner of the Service Mark The Switch and design, and


WHEREAS, the Assignor wishes to assign the mark and its registration thereof to the Assignee identified below, in connection with the good will of the business connected with the use of and symbolized by the mark.

NOW, THEREFORE, the Assignor for good and valuable consideration paid, hereby assigns, transfers and conveys the mark ("The Switch" and its design) and its registration and associated good will to Beers Enterprises, Incorporated (the Assignee), a corporation organized under the laws of Delaware, with its corporate office located at 29 Farm Valley Road, P.O. Box 1141, Osterville, Massachusetts 02655 and a principal place of business located at 60 Hudson Street, New York, New York.

Executed as a sealed instrument this 24th day of January, 2003.

GlobeCast North America, Incorporated

By: _____


David Sprechman, COO, CEO
and Executive Vice President

JOE W. RUSSELL, JR.
ATTORNEY AT LAW
156 LOCUST STREET
P.O. BOX 721
FALMOUTH, MASSACHUSETTS 02541

TELEPHONE (508) 548-8200

FACSIMILE (508) 457-9050

January 28, 2003

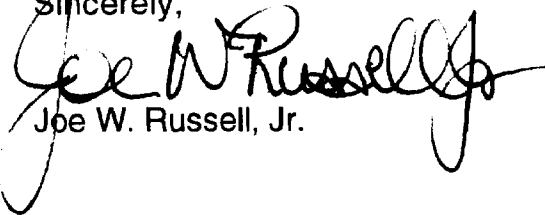
Commissioner of Patent & Trademarks
Box Assignments
Washington, DC 20231

RE: Assignment of Service Mark: "The Switch"
Registration No. 1698503

Dear Sir/Madam:

Please find enclosed Form PTO-1594, together with pertinent attachments, for the assignment of the above-referenced Service Mark. Also enclosed is a check for the filing fee of \$40.00.

Sincerely,



Joe W. Russell, Jr.

JWR/ksb
Enclosures

cc: Beers Enterprises, Incorporated
P.O. Box 1141
Osterville, MA 02655

RECORDED: 02/24/2003

TRADEMARK
REEL: 002679 FRAME: 0078