

08-15-2003

8-15-03

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



102525616

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): IMYGE MOTORCARS OF AMERICA

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 11/11/2001

2. Name and address of receiving party(ies)

Name: Build-To-Order, Inc.

Internal Address:

Street Address: 1223 WILSHIRE BLVD., # 921

City: SANTA MONICA State: CA Zip: 90403

- Individual(s) citizenship United States Association General Partnership Limited Partnership Corporation-State Delaware 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2492678

Additional number(s) attached Yes No

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

Name: Matt Ospeck

Internal Address:

Street Address: 681 DUNHILL DRIVE

City: DANVILLE State: CA Zip: 94506

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40-

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Matt Ospeck Name of Person Signing

Signature

08/12/2003 Date

Total number of pages including cover sheet, attachments, and document: 40

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

08/15/2003 LMUELLER 00000246 2492678

01 FC:8521

40.00 DP

TRADEMARK REEL: 002801 FRAME: 0920

1. Additional Name of Conveying Party (ies):

Michael T. Hughes (Individual)
5805 State Bridge Rd., Suite 209
Duluth, GA 30097
United States

(2-Part Simultaneous transaction)

Regarding Assignment on 08/12/2002 of trademark registration number 2492678.

Fore: **PTO-1594 Attachment**

ASSIGNMENT OF INTELLECTUAL PROPERTY

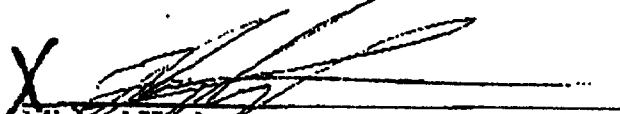
This Assignment of Intellectual Property (the "Assignment") is made as of this 11th day of November, 2001, by Michael Hughes ("Assignor"), an individual, with reference to the following facts and circumstances:

WHEREAS, Assignor owns all of the capital stock of and Imyge Motorcars of America, a Nevada corporation ("Assignee"); and

WHEREAS, Assignor desires to contribute to Assignee all of Assignor's right, title and interest in the Intellectual Property, as defined below.

NOW THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, except as set forth in Schedule 1 attached hereto, Assignor hereby sells, transfers, conveys and assigns to Assignee, all right, title and interest throughout the world in or relating directly or indirectly to all inventions (whether patentable or not), United States and foreign patents and patent applications owned by Assignor and all reexaminations, reissues, continuations, divisions and counterparts thereof throughout the world, United States and foreign trademarks, trademark applications, service marks, service mark applications, trade names, trade secrets (as defined most broadly in the Uniform Trade Secrets Act, Cal. Civ. Code §3426.1), copyrights, copyrightable subject matter, copyright registrations and applications, licenses, agency and distribution agreements, domain names, works and related confidential business information of Assignor and all other intellectual property owned by Assignor (collectively, the "Intellectual Property"), including without limitation all goodwill, symbols, designs, devices, logos, labels, trade dress, slogans and other distinctive material that are associated with the Intellectual Property.

In connection with Assignor's assignment of such Intellectual Property, Assignor shall execute the Deed of Trademark Assignment in the form attached hereto as Exhibit A and incorporated herein by this reference. At any time or from time to time after the date hereof, Assignor shall execute and deliver to Assignee such other documents and instruments, provide such materials and information and take such other actions as Assignee may reasonably request more effectively to vest title to the Intellectual Property in Assignee and, to the full extent permitted by law and to put Assignee in actual possession and operating control of the Intellectual Property. If Assignor fails to execute any such document or instrument, or perform any such act, within ten (10) business days following Assignor's receipt of a written request therefor, Assignor shall be deemed to have irrevocably constituted and appointed Assignee, with full power of substitution, to be Assignor's true and lawful attorney, in Assignor's name, place, and stead, solely to execute, acknowledge, swear to, and file all instruments, conveyances, certificates, agreements, and other documents, and to take any action which may be necessary or appropriate to effect the provisions set forth in this Assignment. The powers of attorney granted herein shall be deemed to be coupled with an interest and shall be irrevocable.

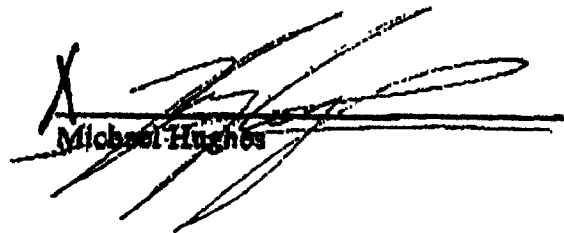

Michael Hughes

DEED OF TRADEMARK ASSIGNMENT

TO ALL IT MAY CONCERN, be it known that for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Michael Hughes, an individual, hereby sells, assigns and transfers to Inyge Motorcars of America, a Nevada corporation, having its principal place of business at 5805 State Bridge Road, Suite 209, Duluth, Georgia 30097, its successors and assigns, the entire right, title and interest in and to the following trademarks and trademark applications, including the goodwill associated with such trademarks:

<u>Trademark / Domain</u>	<u>Serial Number</u>	<u>Filing Date</u>
Flying Lady Design	76175889	November 28, 2000
Cord	78075260	July 23, 2001
Duesenberg	78073489	July 12, 2001
Auburn Cord / AuburnCord.com	78073492	July 12, 2001
Pierce Arrow	78073500	July 12, 2001
Auburn Cord Duesenberg	78073491	July 12, 2001

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
✓ Flying Lady Design	2492678	September 25, 2001


Michael Hughes

Execution Copy

SHARE PURCHASE AGREEMENT

by and between

BUILD-TO-ORDER, INCORPORATED

as Purchaser,

and

MICHAEL HUGHES

as Seller,

with respect to all of the

capital stock of

IMYGE MOTORCARS OF AMERICA

Dated as of November 11, 2001

ARTICLE I	DEFINITIONS	1
1.01	Definitions.....	1
ARTICLE II	SALE OF INTERESTS	8
2.01	Purchase and Sale	8
2.02	Purchase Price.....	8
2.03	Acknowledgement of Seller.....	8
2.04	Acknowledgement of Purchaser	8
ARTICLE III	REPRESENTATIONS AND WARRANTIES OF SELLER.....	9
3.01	Company Organization	9
3.02	Execution	9
3.03	Imyge Stock; Title.....	9
3.04	Subsidiaries	10
3.05	No Conflicts	10
3.06	Governmental Approvals and Filings	10
3.07	Books and Records	10
3.08	Financial Statements	10
3.09	Absence of Changes.....	11
3.10	No Liabilities	11
3.11	Tax Matters	11
3.12	Legal Proceedings	12
3.13	Compliance With Laws and Orders.....	12
3.14	Benefit Plans	13
3.15	Real Property.....	13
3.16	Tangible Personal Property.....	13
3.17	Intellectual Property	13
3.18	Contracts	14
3.19	Licenses.....	14
3.20	Insurance	15
3.21	Transactions with Certain Persons.....	15
3.22	Employees.....	15
3.23	Environmental Matters.....	15
3.24	Material Suppliers	15

3.25	Bank and Brokerage Accounts; Investment Assets.....	15
3.26	No Powers of Attorney	15
3.27	Brokers.....	16
3.28	Payments.....	16
3.29	Disclosure	16
ARTICLE IV	REPRESENTATIONS AND WARRANTIES OF PURCHASER.....	16
4.01	Purchaser Organization.....	16
4.02	Purchaser Authority; Execution.....	17
4.03	No Conflicts.....	17
4.04	Governmental Approvals and Filings.....	17
4.05	Legal Proceedings.....	17
4.06	Brokers.....	17
ARTICLE V	OPTION; CONFIDENTIALITY	17
5.01	Option to Purchase Additional Marks.....	17
5.02	Confidentiality	18
ARTICLE VI	DELIVERIES BY THE PARTIES	19
6.01	Closing Obligations of Seller and the Company.....	19
6.02	Closing Obligations of Purchaser	19
ARTICLE VII	SURVIVAL OF REPRESENTATIONS AND WARRANTIES.....	20
7.01	Survival of Representations and Warranties.....	20
ARTICLE VIIIINDEMNIFICATION	20
8.01	Indemnification.....	20
8.02	Method of Asserting Claims.....	21
ARTICLE IX	MISCELLANEOUS	23
9.01	Notices	23
9.02	Specific Performance	24
9.03	Entire Agreement.....	24
9.04	Expenses	24
9.05	Further Assurances; Post-Closing Cooperation and Further Efforts.....	25
9.06	Waiver.....	25
9.07	Amendment.....	26

9.08 No Third Party Beneficiary 26
9.09 No Assignment; Binding Effect..... 26
9.10 Headings 26
9.11 Severability 26
9.12 Attorneys' Fees 26
9.13 Drafting History; Reliance on Own Attorneys and Representatives..... 27
9.14 Governing Law 27
9.15 Counterparts 27

THIS SHARE PURCHASE AGREEMENT, dated as of November 11, 2001, is made and entered into between **BUILD-TO-ORDER, INCORPORATED**, a Delaware corporation (the "Purchaser"), and **MICHAEL HUGHES**, an individual (the "Seller"), with respect to the following facts:

RECITALS

WHEREAS, Seller is the owner of all of the capital stock of **Imyge Motorcars of America**, a Nevada corporation (the "Company"); and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, all of the capital stock of the Company, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

1.01 Definitions. (a) As used in this Agreement, the following defined terms have the meanings indicated below:

"Actions" means any action, suit, proceeding, arbitration or Governmental Authority investigation or audit.

"Affiliate" means, with respect to any Person specified, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with such Person, and includes without limitation, (a) any Person who is an officer, director, or direct or indirect beneficial holder of at least 10% of the outstanding capital stock of such specified Person, (b) any Person in which the specified Person or such specified Person's Affiliates, directly or indirectly, owns at least 10% of the outstanding capital stock, and (c) in the case of a specified Person who is an individual, any parent, spouse, child, spouse of a child, brother or sister of such specified Person, and any trust, limited liability company or other entity created for the benefit of one or more such persons. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by Contract or otherwise and, in any event and without limitation of the previous sentence, any Person owning 10% or more of the voting securities of a second Person shall be deemed to control that second Person.

“Affiliated Group” means any affiliated group within the meaning of Code §1504(a) or any similar group defined under a similar provision of state, local or foreign law.

“Agreement” means this Share Purchase Agreement, the Exhibits and the Schedules attached hereto, and the certificates delivered in accordance herewith, as the same may be amended or otherwise modified from time to time.

“Applications” means any trademark applications, service mark applications, copyright applications or Patent applications relating to the Brands and any other marks that have been used in the automotive industry.

“Assets” of any Person means all assets of every kind, nature, character and description (whether real, personal or mixed, whether tangible or intangible, whether absolute, accrued, contingent, fixed or otherwise and wherever situated), including the goodwill related thereto, operated, owned or leased by such Person, including without limitation cash, cash equivalents, Investment Assets, accounts and notes receivable, chattel paper, documents, instruments, general intangibles, real estate, equipment, inventory, goods and Intellectual Property.

“Assignment of Intellectual Property” means the Assignment of Intellectual Property, made by Seller, in the form attached hereto as Exhibit C and incorporated herein by this reference.

“Books and Records” means all files, documents, instruments, papers, books and records relating to the Business, including without limitation financial statements, Tax Returns and related work papers and letters from accountants, budgets, pricing guidelines, ledgers, journals, deeds, title policies, minute books, stock certificates and books, stock transfer ledgers, Contracts, Licenses, client lists, computer files and programs, retrieval programs, operating data and plans and environmental studies and plans.

“Brands” shall mean the names “Auburn”, “Cord”, “Duesenberg”, “Auburn Cord”, “Auburn Cord Duesenberg”, “Pierce Arrow” and “Flying Lady”.

“Business” means the business, condition (financial or otherwise), operations, results of operations, customer or client relationships, Assets and prospects of the Company taken as a whole.

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and the rules and regulations promulgated thereunder, or any successor statute.

“Claim Notice” means written notification pursuant to Section 8.02(a) of a Third Party Claim as to which indemnity under Section 8.01 is sought by an Indemnified Party, enclosing a copy of all papers served, such as the summons and complaint, if any, and specifying the nature of and basis for such Third Party Claim and for the Indemnified Party’s claim against the

Indemnifying Party under Section 8.02, together with the amount or, if not then reasonably ascertainable, the estimated amount, determined in good faith, of such Third Party Claim.

“Closing” means the closing of the transactions contemplated pursuant to this Agreement.

“Closing Date” means the date of execution of this Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder or any successor statute.

“Conditional Promissory Note” means a note executed by Purchaser in favor of Seller, in the form attached hereto as Exhibit B and incorporated herein by this reference.

“Contract” means any contract, lease, evidence of Indebtedness, mortgage, indenture, security agreement or other agreement (whether written or oral).

“Dispute Period” means the period ending forty-five (45) calendar days following receipt by an Indemnifying Party of either a Claim Notice or an Indemnity Notice.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder, or any successor statute.

“Financial Statements” means the Financial Statements for the Company delivered to Purchaser pursuant to Section 3.08.

“Financial Statement Date” means September 30, 2001.

“GAAP” means United States generally accepted accounting principles, consistently applied throughout the specified period and in the immediately prior comparable period.

“Governmental Authority” means any court, tribunal, arbitrator, authority, agency, commission, service, official or other instrumentality of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision.

“Hazardous Material” means (A) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation and transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls (PCBs); (B) any chemicals, materials, substances or wastes which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants” or words of similar import, under any Environmental Law; and (C) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority.

"Imyge Stock" means the Twenty Five Thousand (25,000) shares of the common stock, \$0.001 par value per share, of the Company, representing all of the authorized, issued and outstanding capital stock of the Company.

"Indebtedness" of any Person means all obligations of such Person (i) for borrowed money, (ii) evidenced by notes, bonds, debentures or similar instruments, (iii) for the deferred purchase price of goods or services (other than trade payables or accruals incurred in the ordinary course of business), (iv) under capital leases, and (v) in the nature of guarantees of the obligations described in clauses (i) through (iv) above of any other Person.

"Indemnified Party" means any Person claiming indemnification under any provision of ARTICLE VIII.

"Indemnifying Party" means any Person against whom a claim for indemnification is being asserted under any provision of ARTICLE VIII.

"Indemnity Notice" means written notification pursuant to Section 8.02(b) of a claim for indemnity under ARTICLE VIII by an Indemnified Party, specifying the nature of and basis for such claim, together with the amount or, if not then reasonably ascertainable, the estimated amount, determined in good faith, of such claim.

"Intellectual Property" means, with respect to any specific Person, all inventions (whether patentable or not), United States and foreign Patents, Patent applications, United States and foreign trademarks, trademark applications, service marks, service mark applications, trade names, Trade Secrets, copyrights, copyrightable subject matter, copyright registrations and applications, licenses, agency and distribution agreements, domain names, works and related confidential business information of such Person and all other intellectual property owned by such Person.

"Investment Assets" means all debentures, notes and other evidences of Indebtedness, stocks, securities, interests in joint ventures and general and limited partnerships or other entities, mortgage loans and other investment or portfolio assets owned of record or beneficially by the Company, in each case including rights to purchase any such assets or to convert into an exchange for any such asset.

"IRS" means the United States Internal Revenue Service, or any successor Governmental Authority.

"Knowledge" means, with respect to Seller, (i) the actual knowledge of Seller, or (ii) the knowledge that Seller could reasonably be deemed to have based on Seller's status as sole shareholder of the Company. Seller will be deemed to have "Knowledge" of a particular fact or other matter if any individual who is serving, or who has at any time served, as a shareholder, director, officer, partner, manager, executor or trustee of Seller (or in any similar capacity) has, or at any time had, Knowledge of such fact or other matter.

“Law” or “Laws” means all laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision or of any Governmental Authority.

“Liabilities” means all Indebtedness, obligations and other liabilities of a Person (whether absolute, accrued, contingent, fixed or otherwise, or whether due or to become due).

“License and Manufacturing Agreement” means the License and Manufacturing Agreement, by and between the Company and Classic Assemblies, a Nevada corporation, in the form attached hereto as Exhibit A and incorporated herein by this reference.

“Licenses” means all licenses, permits, certificates of authority, authorizations, approvals, registrations, franchises and similar consents granted or issued by any Governmental Authority.

“Lien” means any mortgage, pledge, assessment, security interest, lease, lien, adverse claim, levy, charge or other encumbrance of any kind, or any conditional sale Contract, title retention Contract or other Contract to give any of the foregoing.

“Losses” mean any and all losses, debts, liabilities, damages, fines, fees, penalties, deficiencies, obligations, claims, demands, payments, judgments or settlements of any nature or kind, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, whether arising from a third-party claim or otherwise, including all reasonable costs and expenses (including, court costs, fees of attorneys, accountants and other experts or other expenses of litigation or other proceedings or of any claim, default or assessment or otherwise), in connection with the investigation, defense, prosecution or enforcement of any claim. A “Loss” is any one of the foregoing.

“Material Adverse Effect” means, when used in connection with a Person, any change, event, violation, inaccuracy, circumstance or effect that is (i) materially adverse to the business, assets, liabilities, financial condition, results of operations or prospects of such entity, taken as a whole, or (ii) that is likely to have an adverse affect on the ability of such Person to consummate the transactions contemplated hereby.

“Option” with respect to any Person means any security, right, subscription, warrant, option, “phantom” stock right or other Contract that gives the right to (i) purchase or otherwise receive or be issued any shares of capital stock (or other equity securities or beneficial or other interests) of such Person or any security of any kind convertible into or exchangeable or exercisable for any shares of capital stock (or other equity securities or beneficial or other interests) of such Person or (ii) receive any benefits or rights similar to any rights enjoyed by or accruing to the holder of shares of capital stock (or other equity securities or beneficial or other interests) of such Person, including any rights to participate in the equity, income or election of directors or officers (or persons of a similar capacity) of such Person.

“Order” means any writ, judgment, decree, injunction or similar order of any Governmental Authority (in each such case whether preliminary or final).

“Organizational Documents” means with respect to any Person which is not a natural person, the organizational documents of such Person, as amended to the date in question. The term Organizational Documents includes articles or certificates of incorporation, by-laws, agreements or certificates of limited or general partnership, agreements or certificates of limited liability companies or partnerships, joint venture agreements, and other similar documents pertaining to the governance and organization of the Person in question (including those pertaining to any trust).

“Patents” means any and all United States and foreign patents and patent applications owned by Seller and all reexaminations, reissues, continuations, divisions and counterparts thereof throughout the world.

“Permitted Lien” means (i) any Lien for Taxes not yet due or delinquent or being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with GAAP, (ii) any statutory Lien arising in the ordinary course of business by operation of Law with respect to a Liability that is not yet due or delinquent and (iii) any minor imperfection of title or similar Lien which individually or in the aggregate with other such Liens does not materially impair the value of the property subject to such Lien or the use of such property in the conduct of the business of the Company.

“Person” includes any natural person, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, proprietorship, joint venture, other business organization, trust, union, association or Governmental Authority of any nature.

“Purchase Price” means the purchase price for the Imyge Stock, as set forth in Section 2.02.

“Qualified Plan” means each benefit plan which is intended to qualify under Section 401(a) of the Code.

“Representatives” of any person means the officers, directors, employees, agents, counsel, accountants, financial advisors, consultants and other representatives of such Person.

“Resolution Period” means the period ending thirty (30) calendar days following receipt by an Indemnified Party of a dispute notice.

“Securities Act” means the Securities Act of 1933, as amended, the rules and regulations promulgated thereunder and any successor Laws.

“Seller Conditions” means the obligations of Seller, as set forth in Section 6.01.

"Tax" or, collectively, "Taxes" means: (A) any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code §59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not; (B) any liability for the payment of any amounts of the type described in clause (A) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (C) any liability for the payment of any amounts of the type described in clause (A) or (B) as a result of any express or implied obligation to indemnify any other person or as a result of any obligations under any agreements or arrangements with any other person with respect to such amounts and including any liability for Taxes of a predecessor entity.

"Tax Returns" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Trade Secrets" shall have the broadest meaning assigned to such term in the Uniform Trade Secrets Act, Cal. Civ. Code §3426.1, and shall be deemed to include, without limitation, any and all of the Company's confidential ideas, trade secrets, know-how, concepts, methods, processes, formulae, reports, data, notebooks, documents, reports or records, or services produced or due, supplier lists and records (including all information relating to current negotiations and quotations from such suppliers), customer and Client lists and records, mailing lists, marketing information and literature, the results of marketing research, business plans schematics, engineering records, drawings, plans for current and future product models, pricing models and information, and any and all other confidential or proprietary information of the Company, whether tangible or intangible.

(b) Terms Generally. Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement; (iv) the terms "Article," "Section" or "Schedule" refer to the specified Article, Section or Schedule of this Agreement; (v) the phrases "ordinary course of business" and "ordinary course of business consistent with past practice" refer to the business and practice of the Company; and (vi) the words "include," "includes," and "including" are deemed to be followed by the phrase: "without limitation." All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

ARTICLE II
SALE OF INTERESTS

2.01 Purchase and Sale. Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of the rights, title and interest of Seller in and to the Imyge Stock, free and clear of all Liens, on the terms and subject to the conditions set forth in this Agreement.

2.02 Purchase Price. The Purchase Price shall be as follows: -

- (a) Purchaser shall deliver to Seller, upon the execution hereof, the amount of payable by check or wire transfer (the "Cash Portion"); and
- (b) Purchaser shall deliver to Seller, upon the execution hereof, the

2.03 Acknowledgement of Seller. Seller hereby acknowledges and agrees that all right, title and interest of Seller in and to the Imyge Stock shall vest exclusively in Purchaser upon the execution of this Agreement notwithstanding the performance and the fulfillment of the Seller Conditions by Seller.

2.04 Acknowledgement of Purchaser. Purchaser hereby acknowledges and agrees that, after the date hereof and after the Company obtains all rights, title and interests in and to the mark "Auburn" and any and all related, derivative and ancillary rights, Purchaser shall deliver to Seller the License and Manufacturing Agreement, duly executed by the Company. Purchaser further acknowledges and agrees that, after the date hereof and within ninety (90) days after the Company obtains any rights, title or interest in or to any Intellectual Property relating to the Brands, or any of them, Purchaser, the Company and Seller will negotiate in good faith and use their reasonable commercial best efforts to enter into a definitive agreement (the "Security Agreement"), whereby Purchaser's Indebtedness under the Conditional Promissory Note shall be secured by a security interest in such Intellectual Property relating to the Brands (the "Secured Property"), which Security Agreement shall include standard terms and conditions mutually agreed by Purchaser, the Company and Seller, including but not limited to the following:

(a) [The Company shall not have the right to sell, exchange or otherwise dispose of any of the Secured Property without the prior written consent of Seller; provided, however, the Company shall have the right to transfer the Secured Property to another Person in connection with the sale of more than fifty percent (50%) of the Company's outstanding capital stock in any single transaction or series of transactions;

(b) The Company shall not permit or cause the Secured Property to be subject to any Liens, other than the security interest of the Seller; provided, however, the Company shall have the right to permit or cause the Secured Property to be subject to Liens, including but not

limited to Liens with priority in the Secured Property which is superior to the priority of Seller's security interest in the Secured Property, arising from any Indebtedness incurred by the Company or the Purchaser from any Person in excess of \$50,000 in the aggregate;

(c) The Company and Purchaser shall make no representations or warranties to Seller with respect to the Company's ownership of the Secured Property; and

(d) Upon the occurrence of an Event of Default (as hereinafter defined), the Seller shall have all of the rights and remedies of a secured party under the California Uniform Commercial Code and under all other applicable laws, including but not limited to the right to take possession of the Secured Property and to sell the Secured Property at public or private sale and the proceeds of such sale shall be applied to the payment of the Purchaser's indebtedness under the Conditional Promissory Note and any surplus shall be paid to the Company; provided, however, in the event of a public or private sale of the Secured Property by Seller, Purchaser and the Company shall have the right to be the purchaser of all or any portion of the Secured Property at such sale. An "Event of Default" shall be deemed to have occurred in the event that Purchaser commits a material breach under the Conditional Promissory Note and fails to cure such material breach within thirty (30) days after Seller provides written notice thereof.]

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows (with the understanding that Purchaser is relying materially on these representations and warranties in entering into this Agreement):

3.01 Company Organization. The Company is a corporation duly organized, validly existing and in good standing under the Laws of the State of Nevada and has full power and authority to conduct its business as and to the extent now conducted and proposed to be conducted and to own, use and lease its Assets. The Company is duly qualified, licensed or admitted to do business and is in good standing in each jurisdiction specified in Schedule 3.01, which are the only jurisdictions in which the Company's ownership, use or leasing of its Assets, or the conduct or nature of its business, makes such qualification, licensing or admission necessary. Seller or the Company has, prior to the execution of this Agreement, delivered to Purchaser true and complete copies of the Organizational Documents of the Company as in effect on the date hereof.

3.02 Execution. This Agreement has been duly and validly executed and delivered by Seller and constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

3.03 Imyge Stock; Title. The authorized capital stock of the Company consists of Twenty Five Thousand (25,000) shares of common stock, \$0.001 par value per share. The Imyge Stock constitutes all of the authorized, issued and outstanding capital stock of the

Company. The Imyge Stock has been duly authorized and validly issued, is fully paid and non assessable and was issued in compliance with all federal, and applicable state, securities laws. The Imyge Stock was not issued in violation of, and is not subject to, any preemptive rights. There is outstanding no security, Option, warrant, right, call, subscription, agreement, commitment or understanding of any nature whatsoever, fixed or contingent, that directly or indirectly: (a) calls for the issuance, sale or other disposition of the Company's capital stock or securities which are convertible into, or have other rights to acquire, any of the Imyge Stock or other capital stock or securities of the Company; or (b) obligates Seller or the Company to grant, offer or enter into any of the foregoing; or (c) relates to the voting or control of the Imyge Stock, capital stock, securities or rights of the Company. No person has any right to require the Company (or any Affiliate thereof) to register any of their securities under the Securities Act. Seller owns, beneficially and of record, the Imyge Stock, free and clear of any Liens. Upon delivery of and payment for the Imyge Stock at the Closing as provided for in this Agreement, Purchaser will acquire good and valid title to all Imyge Stock free and clear of any Lien other than any Lien created by Purchaser.

3.04 Subsidiaries. The Company does not have any Subsidiaries. The Company does not have any direct or indirect interest, whether as a result of the ownership of stock or other equity securities or otherwise, in any other Person.

3.05 No Conflicts. The execution and delivery by Seller of this Agreement does not, and the performance by Seller and the Company of their respective obligations under this Agreement, and the consummation of the transactions contemplated hereby will not conflict with or result in a violation or breach of (a) any of, to the extent applicable, the terms, conditions or provisions of the Organizational Documents of the Company; (b) any Law or Order applicable to Seller or the Company or any of their respective Assets; or (c) any Contract or License to which Seller or the Company is a party or by which any of their respective Assets is bound.

3.06 Governmental Approvals and Filings. Except as disclosed in Schedule 3.06, no consent, approval or action of, filing with or notice to any Governmental Authority on the part of Seller or the Company is required in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby.

3.07 Books and Records. The minute books or other similar records of the Company, which shall be made available to the Company prior to the Closing Date, contain a true and complete record, in all material respects, of all action taken by the board of directors of the Company and the shareholders of the Company. The equity transfer ledgers and other similar records of the Company, which shall be made available to the Company prior to the Closing Date, accurately reflect all record transfers prior to the execution of this Agreement in the capital stock or other equity or beneficial interests of the Company.

3.08 Financial Statements. Prior to the execution of this Agreement, Seller has delivered or caused to be delivered to Purchaser true and complete copies of (a) the balance sheet of the Company as of December 31, 2000, and the related consolidated statement of operations,

equity, and cash flows for such fiscal year then ended, and (b) the balance sheet of the Company as of September 30, 2001, and the related consolidated statements of operations, equity, and cash flows for such period then ended. All such Financial Statements fairly present the financial condition and results of operations of the Company as of the respective dates thereof and for the respective periods covered thereby.

3.09 Absence of Changes. Except for the execution and delivery of this Agreement and the transactions contemplated hereby, since the Financial Statement Date, there has not been any material adverse change, or any event or development which, individually or together with other such events, could reasonably be expected to result in a Material Adverse Effect with respect to the Company.

3.10 No Liabilities. There are no Liabilities against, relating to or affecting the Company or any of its Assets.

3.11 Tax Matters.

(a) The Company has filed all Tax Returns that it was required to file. All such Tax Returns were correct and complete in all respects. All Taxes owed by the Company with respect to income and losses of the Company have been paid. The Company is not currently the beneficiary of any extension of time within which to file any Tax Return. No claim has ever been made by an authority in a jurisdiction where the Company does not file Tax Returns that it is or may be subject to taxation by that jurisdiction. There are no security interests on any of the Assets of the Company that arose in connection with any failure (or alleged failure) to pay any Tax by the Company.

(b) The Company has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, partner, or other third party.

(c) The Company does not expect any authority to assess any additional Taxes for any period for which Tax Returns have been filed. There is no dispute or claim concerning any Tax Liability related to income, loss, deductions, credits exclusions or other tax items of the Company either (A) claimed or raised by any authority in writing or (B) as to which Seller or the officers (and employees responsible for Tax matters) of the Company has knowledge based upon personal contact with any agent of such authority. Set forth on Schedule 3.11(c) is a true and complete list of all federal, state, local, and foreign income Tax Returns filed with respect to the Company for taxable periods ended on or after June 6, 2000, indicates those Tax Returns that have been audited, and the results of such audit, and indicates those Tax Returns that currently are the subject of audit. Seller has delivered to Purchaser correct and complete copies of all state and federal income Tax Returns, examination reports, and statements of deficiencies assessed against or agreed to by the Company since June 6, 2000.

(d) The Company has not (i) waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency, (ii) filed

an election under Code §341(f), (iii) been a member of an Affiliated Group, or (iv) engaged in any transaction described in §367 of the Code.

(e) The Company has disclosed on its federal income Tax Returns all positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of Code §6662 by the Company. The Company is not a party to any Tax allocation or sharing agreement.

(f) Set forth on Schedule 3.11(f) is the taxation basis of the Company in its assets as of the most recent practicable date (as well as on an estimated pro forma basis as of the date hereof giving effect to the consummation of the transactions contemplated hereby).

(g) The Company will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the date hereof as a result of any (A) change in method of accounting for a taxable period ending on or prior to the date hereof under Code §481(c) (or any corresponding or similar provision of state, local or foreign income Tax law); (B) "closing agreement" as described in Code §7121 (or any corresponding or similar provision of state, local or foreign income Tax law) executed on or prior to the date hereof; (C) installment sale or open transaction disposition made on or prior to the date hereof; or (D) prepaid amount received on or prior to the date hereof.

(h) Seller does not expect any authority to assess any additional Taxes against the Company for any taxable period. There is no dispute or claim concerning any Tax Liability of the Company for any taxable period either (A) claimed or raised by any authority in writing or (B) as to which Seller has knowledge based upon personal contact with any agent of such authority. Except as disclosed in Schedule 3.11(g), the Company has not waived any statute of limitations in respect of any Taxes or agreed to any extension of time with respect to any Tax assessment or deficiency for any taxable period.

(j) The Company has no liability for the Taxes of any Person other than the Company (A) as a transferee or successor, (B) by contract, or (C) otherwise.

(k) The Company has not been a target corporation or target affiliate in a qualified stock purchase within the meaning of §338 of the Code (or any predecessor provision).

3.12 Legal Proceedings. Except as disclosed in Schedule 3.12, (a) there are no Actions pending or, to the knowledge of Seller or the Company, threatened against, relating to or affecting Seller or the Company or any of their respective Assets, (b) there are no facts or circumstances known to Seller or the Company that could reasonably be expected to give rise to any such Action, and (c) there are no Orders outstanding against Seller or the Company.

3.13 Compliance With Laws and Orders. Neither Seller nor the Company is presently, and neither Seller nor the Company has at any time within the last five (5) years been, or has received any notice that it is or has at any time within the last five (5) years been, in

violation of or in default under, in any material respect, any Law or Order applicable to the Company or any of its Assets.

3.14 Benefit Plans. The Company has no employee benefit plan as defined in Section 3(3) of ERISA under which Seller has any present or future obligations to its employees, former employees, or to their beneficiaries or dependents.

3.15 Real Property. The Company does not own and has never owned any real property, and the Company is not and has never been a party to any lease.

3.16 Tangible Personal Property. The Company does not own or lease any tangible personal property.

3.17 Intellectual Property.

(a) Intellectual Property. Set forth on Schedule 3.17(a) is a true and complete list of all the Intellectual Property of the Company, including but not limited to: (i) all trademarks, trade names and trade dress and rights relating thereto in each case whether at any time used or registered within or outside the United States (including as and all registrations and/or application therefore) in all jurisdictions of the world; (ii) all copyrightable subject matter, copyright registrations and applications; (iii) the Patents and Patent application therefore in all jurisdictions of the world; (iv) all secret or confidential information techniques, standards and specifications, customer lists, marketing and strategic business plans in all jurisdictions of the world; (v) all license agreements, whether the Company is the licensor or the licensee; and (vi) all software or proprietary software.

(b) Applications. Prior to the execution of this Agreement, Seller and the Company have delivered or caused to be delivered to Purchaser true and complete copies of all Applications that have been filed by or on behalf of either the Company or Seller.

(c) Royalties and Licenses. Except as set forth on Schedule 3.17(c), neither Seller nor the Company has any obligation to compensate any person for the use of any Intellectual Property set forth on Schedule 3.17(a), and, except as set forth on Schedule 3.17(c), neither Seller nor the Company has granted to any Person any license, option or other rights to use in any manner any of its Intellectual Property, whether requiring the payment of royalties or not.

(d) Ownership and Protection of Intellectual Property. The Intellectual Property of the Company constitutes all the intellectual property necessary for the conduct of the Company's Business. The Company owns or has a valid right to use the Intellectual Property, without any restrictions or need for consent from any party, and free and clear of any Liens, and the Intellectual Property will not cease to be valid rights of the Company by reason of the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby, except to the extent transferred to Purchaser pursuant hereto in which event they shall become valid rights of Purchaser. Neither Seller nor the Company has received any

written notice of or otherwise has knowledge of invalidity or infringement of any rights of others with respect to the Intellectual Property. The Company has taken all reasonable and prudent steps to protect the Intellectual Property from infringement by any other person. Except as set forth on Schedule 3.17(d), no other Person (i) has, or has notified Seller or the Company in writing that it is claiming any ownership of or right to use any Intellectual Property, or (ii) is infringing upon any Intellectual Property in any way. To the knowledge of Seller and the Company, the use by the Company of the Intellectual Property does not and will not conflict with, infringe upon or otherwise violate the valid rights of any third party in or to the Intellectual Property, and no Action has been instituted against or notices received by the Company that are presently outstanding alleging that the use of the Intellectual Property by the Company infringes upon or otherwise violates any rights of a third party in or to the Intellectual Property.

3.18 Contracts.

(a) Set forth on Schedule 3.18(a) is a true and complete list of each of the Contracts or other arrangements (true and complete copies or, if none, reasonably complete and accurate written descriptions of which, together with all amendments and supplements thereto and all waivers of any terms thereof, have been delivered to Purchaser prior to the execution of this Agreement) to which the Company is a party or by which any of its Assets are bound or to which Seller is a party and which relate to or otherwise affect the Business.

(b) Each Contract required to be disclosed in Schedule 3.18(a) is in full force and effect and constitutes a legal, valid and binding agreement, enforceable in accordance with its terms, of each party thereto; and except as disclosed in Schedule 3.18(b) neither the Company, nor, to the knowledge of Seller or the Company, any other party to such Contract is, or has received notice that it is, in violation or breach of or default under any such Contract (or with notice or lapse of time or both, would be in violation or breach of or default under any such Contract).

(c) Except as disclosed in Schedule 3.18(c), neither the Company nor Seller is a party to or bound by any Contract that has been or could reasonably be expected to be, individually or in the aggregate with any other such Contracts, materially adverse to the Business or Condition of the Company or which could cause a Material Adverse Effect.

3.19 Licenses. Set forth on Schedule 3.19(a) is a true and complete list of all Licenses, other than commercial software licenses acquired in the ordinary course of the Company's Business, used in and material to the business or operations of the Company, setting forth the owner, the function and the expiration and renewal date of each. Prior to the execution of this Agreement, the Company has delivered or caused to be delivered to Purchaser true and complete copies of all such Licenses. Except as disclosed in Schedule 3.19(b): (i) the Company owns or validly holds all Licenses that are material to its business or operations; (ii) each License listed in Schedule 3.19(a) is valid, binding and in full force and effect; and (iii) the Company is not, and has not received any notice that it is, in default (or with the giving of notice or lapse of time or both, would be in default) under any such License.

3.20 Insurance. As of the date hereof, no liability, property, workers' compensation, directors' and officers' liability or any other insurance policies that would insure the business, operations or employees of the Company or affect or relate to the ownership, use or operation of any of the Assets of the Company (i) are currently in effect, (ii) have been issued to the Company or (iii) have been issued to any Person (other than the Company) for the benefit of the Company.

3.21 Transactions with Certain Persons. Except as set forth in Schedule 3.21, no stockholder, partner, Affiliate, officer, director or employee of the Company, nor any Affiliate of any of the foregoing, is presently, or within the prior two (2) years has been, a party to any transaction with the Company or (to the extent relating to the Business) Seller (other than for services as officers, directors or employees of the Company, as the case may be), including, without limitation, any contract, agreement or other arrangement (i) providing for the furnishing of services by, (ii) providing for the rental of real or personal property from, or (iii) otherwise requiring payments to, any such person.

3.22 Employees. As of the date hereof, the Company does not employ any employees.

3.23 Environmental Matters. Under applicable Environmental Laws, no Licenses are required in respect of the Business. The Company is in compliance in all respects with any applicable Environmental Law.

3.24 Material Suppliers. The Company has no suppliers of services or goods, and the Company has not dispersed any payments to any Person in exchange for providing any goods or services.

3.25 Bank and Brokerage Accounts; Investment Assets. Set forth on Schedule 3.25 is (a) a true and complete list of the names and locations of all banks, trust companies, securities brokers and other financial institutions at which the Company has an account or safe deposit box or maintains a banking, custodial, trading or other similar relationship; (b) a true and complete list and description of each such account, box and relationship, indicating in each case the account number and the names of the respective officers, employees, agents or other similar representatives of the Company having signatory power with respect thereto; and (c) a true and complete list of each Investment Asset, the name of the record and beneficial owner thereof, the location of the certificates, if any, therefore, the maturity date, if any, and any stock or bond powers or other authority for transfer granted with respect thereto.

3.26 No Powers of Attorney. Except as set forth in Schedule 3.26, the Company has no powers of attorney or comparable delegations of authority outstanding.

3.27 Brokers. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried out by Seller directly with Purchaser without the intervention of any Person on behalf of Seller in such manner as to give rise to any valid claim by

any Person against Purchaser or the Company for a finder's fee, brokerage commission or similar payment.

3.28 Payments. Neither Seller, the Company, nor, to such parties' knowledge, any of their respective officers, directors, stockholders, partners, employees or agents, has, directly or indirectly, paid, delivered, offered or agreed to deliver any fee, commission or other sum of money or item of property, however, characterized, to any finder, agent, client, customer, supplier, government official or other party, in the United States or any other country, which is in any matter related to the Business, which was, at the time made or given, illegal under any federal, state or local Law of the United States (including, without limitation, the U.S. Foreign Corrupt Practices Act) or any other country having jurisdiction. In addition, neither Seller, the Company, nor, to such parties' knowledge, any of their respective officers, directors, members, stockholders, partners, employees or agents, have participated, directly or indirectly, in any boycotts or similar practices affecting any of its actual or potential clients.

3.29 Disclosure. All material facts relating to the Company and the Business have been disclosed to Purchaser in or in connection with this Agreement. No representation or warranty contained in this Agreement, and no statement contained in the Schedules hereto or in any certificate, list or other writing furnished to Purchaser pursuant to any provision of this Agreement (including without limitation the Financial Statements), contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements herein or therein, in the light of the circumstances under which they were made, not misleading.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller as follows (with the understanding that Seller is relying materially on these representations and warranties in entering into this Agreement):

4.01 Purchaser Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware and has full power and authority to conduct its business as and to the extent now conducted and proposed to be conducted and to own, use and lease its Assets. Purchaser is duly qualified, licensed or admitted to do business and is in good standing in each jurisdiction specified in Schedule 4.01 which are the only jurisdictions in which the Company's ownership, use or leasing of its Assets, or the conduct or nature of its business, makes such qualification, licensing or admission necessary. Purchaser has prior to the execution of this Agreement delivered to Seller true and complete copies of the Organizational Documents of Purchaser as in effect on the date hereof.

4.02 Purchaser Authority; Execution. Purchaser has all requisite power and authority to execute and deliver this Agreement and all agreements, instruments and other documents entered into or executed by Purchaser pursuant to this Agreement, and the transactions contemplated hereby and thereby have been duly approved and authorized by all

requisite corporate action on the part of Purchaser. This Agreement has been duly and validly executed and delivered by Purchaser and constitutes a legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms.

4.03 No Conflicts. The execution and delivery by Purchaser of this Agreement does not, and the performance by Purchaser of its obligations under this Agreement and the consummation of the transactions contemplated hereby will not (a) conflict with or result in a violation or breach of any of the terms, conditions or provisions of the Organizational Documents of Purchaser, (b) conflict with or result in a violation or breach of any term or provision of any Law or Order applicable to Purchaser or any of its Assets, or (c) (i) conflict with or result in a violation or breach of, (ii) constitute (with or without notice or lapse of time or both) a default under, or (iii) require Purchaser to obtain any consent, approval or action of, make any filing with or give any notice to any Person as a result or under the terms of, any Contract or License to which Purchaser is a party or by which any of its Assets is bound.

4.04 Governmental Approvals and Filings. No consent, approval or action of, filing with or notice to any Governmental Authority on the part of Purchaser is required in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby.

4.05 Legal Proceedings. There are no Actions pending or, to the knowledge of Purchaser, threatened against, relating to or affecting Purchaser or any of its Assets which could reasonably be expected to result in the issuance of an Order restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated by this Agreement.

4.06 Brokers. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried out by Purchaser directly with Seller or the Company without the intervention of any Person on behalf of Purchaser in such manner as to give rise to any valid claim by any Person against Seller or the Company for a finder's fee, brokerage commission or similar payment.

ARTICLE V OPTION; CONFIDENTIALITY

5.01 Option to Purchase Additional Marks. In the event that, subsequent to the execution of this Agreement, Seller obtains any right, title or interest in or to any of the marks " " (each, an "Additional Mark"), then Purchaser shall have the right, but not the obligation, to purchase from Seller all of Seller's right, title and interest in and to any such Additional Marks for the consideration set forth below (such right, the "Purchase Option");

Additional Mark	Registration or Serial Number	File Date	Purchase Price
-----------------	----------------------------------	-----------	----------------

Seller acknowledges and agrees that it shall deliver to Purchaser copies of any correspondence sent to or received from the United States Patent and Trademark Office or any other Governmental Authority regarding any Additional Marks no later than five (5) calendar days after Seller's sending or receipt of such correspondence. Without limiting the generality of the foregoing, upon the issuance of any Additional Mark to Seller or the challenge to or rejection of Seller's right, title or interest in or to any Additional Mark, Seller shall deliver to Purchaser written notice of such issuance, challenge or rejection no later than five (5) calendar days after Seller has Knowledge of such issuance, challenge or rejection. In the event that Purchaser exercises any or all of the Purchase Option, Purchaser shall cause the Company to enter into the License Agreement in the form attached hereto as Exhibit D and incorporated herein by this reference.

5.02 Confidentiality. Seller will hold, and will use his best efforts to cause his Affiliates and their respective Representatives to hold, in strict confidence from any Person (other than any such Affiliate or Representative), unless (i) compelled to disclose by judicial or administrative process (including without limitation in connection with obtaining the necessary approvals of this Agreement and the transactions contemplated hereby of Governmental Authorities) or by other requirements of Law or (ii) disclosed in an Action brought by a party hereto in pursuit of its rights or in the exercise of its remedies hereunder, the terms and conditions of this Agreement all documents and information concerning the other party or any of its Affiliates furnished to it by the other party or such other party's Representatives in connection with this Agreement or the transactions contemplated hereby, except to the extent that such documents or information can be shown to have been (a) previously known by the party receiving such documents or information, (b) in the public domain (either prior to or after the furnishing of such documents or information hereunder) through no fault of such receiving party or (c) later acquired by the receiving party from another source if the receiving party is not aware that such source is under an obligation to another party hereto to keep such documents and information confidential. The foregoing restrictions will not apply to Purchaser's use of the terms and conditions of this Agreement or any documents and information concerning the Company furnished by the Company or Seller hereunder.

ARTICLE VI
DELIVERIES BY THE PARTIES

6.01 Closing Obligations of Seller and the Company. Seller shall deliver to Purchaser, duly executed by Seller and/or the Company as appropriate, each of the following:

- (i) the License and Manufacturing Agreement;
- (ii) the Assignment of Intellectual Property; .
- (iii) true and complete copies of all Applications that have been filed by or on behalf of either the Company or Seller as of the Closing Date;
- (iv) stock certificates representing the Imyge Stock, duly endorsed for transfer to Purchaser;
- (v) the Books and Records;
- (vi) duly executed resignations, effective as of the date hereof, of all officers and directors of the Company; and
- (vii) a certificate of Seller, dated as of Closing Date, certifying (i) the Articles of Incorporation of the Company as in effect on the Closing Date, (ii) the by-laws of the Company as in effect on the Closing Date, (iii) certificates from the Secretary of State of Nevada to the effect that the Company is in good standing in such jurisdiction, and attesting to its payment of all franchise or similar Taxes, and (iv) certificates from the Secretary of State of all other jurisdictions in which the Company is qualified to the effect that the Company, as applicable, is duly qualified as a foreign entity and in good standing in all such jurisdictions, and attesting to its payment of all franchise or similar Taxes.

6.02 Closing Obligations of Purchaser. Purchaser shall deliver to Seller, duly executed by Purchaser or the Company as appropriate, each of the following (each of which shall be a condition to the effectiveness of this Agreement):

- (i) the Cash Portion; and
- (ii) the Conditional Promissory Note.

ARTICLE VII
SURVIVAL OF REPRESENTATIONS AND WARRANTIES

7.01 Survival of Representations and Warranties. Notwithstanding any right of the parties hereto (whether or not exercised) to investigate the affairs of the other parties hereto or any right of any party (whether or not exercised) to investigate the accuracy of the

representations and warranties of the other party contained in this Agreement, Seller, the Company and Purchaser have the right to rely fully upon the representations, warranties, covenants and agreements of the other parties contained in this Agreement. The representations and warranties of Seller, the Company and Purchaser contained in this Agreement will survive (a) indefinitely with respect to the representations and warranties contained in Sections 3.01 (“Company Organization”), 3.02 (“Execution”), 3.03 (“Imyge Stock; Title”), 3.05 (“No Conflicts”), 4.01 (“Purchaser Organization”), 4.02 (“Purchaser Authority; Execution”), and 4.03 (“No Conflicts”) and (b) until the later of (i) sixty (60) months following the date hereof, or (ii) sixty (60) calendar days after the expiration of all applicable statutes of limitation (including all periods of extension, whether automatic or permissive), in the case of all other representations and warranties, except that any representation or warranty that would otherwise terminate in accordance with clause (b) above will continue to survive if a Claim Notice or Indemnity Notice (as applicable) shall have been timely given in accordance with Section 8.01 on or prior to such termination date, until the related claim for indemnification has been satisfied or otherwise resolved as provided in ARTICLE VIII.

ARTICLE VIII INDEMNIFICATION

8.01 Indemnification.

(a) Seller shall indemnify and defend Purchaser and the Company, and their respective officers, directors, employees, agents and Affiliates in respect of, and hold each of them harmless from and against, any and all Losses suffered, incurred or sustained by any of them or to which any of them becomes subject, (i) resulting from, arising out of or relating to any misrepresentation, breach of any representation and warranty or nonfulfillment of or failure to perform any covenant or agreement on the part of Seller or the Company contained in this Agreement (determined in all cases as if the terms “material” or “materially” were not included or incorporated therein), or (ii) resulting from, arising out of or relating to the operation of the Business prior to and including the date hereof.

(b) Purchaser shall indemnify and defend Seller in respect of, and hold Seller harmless from and against, any and all Losses suffered, incurred or sustained by Seller or to which Seller becomes subject, (i) resulting from, arising out of or relating to any misrepresentation, breach of any representation and warranty or nonfulfillment of or failure to perform any covenant or agreement on the part of Purchaser contained in this Agreement (determined in all cases as if the terms “material” or “materially” were not included or incorporated therein), or (ii) resulting from, arising out of or relating to the operation of the Business from and after the date hereof.

8.02 Method of Asserting Claims. All claims for indemnification by any Indemnified Party under Section 8.01 will be asserted and resolved as follows:

(a) In the event any claim or demand in respect of which an Indemnified Party might seek indemnity under Section 8.01 is asserted against or sought to be collected from such Indemnified Party by a Person other than Seller, the Company, Purchaser, or any Affiliate of any thereof (a "Third Party Claim"), the Indemnified Party shall deliver a Claim Notice with reasonable promptness to the Indemnifying Party. If the Indemnified Party fails to provide the Claim Notice with reasonable promptness after the Indemnified Party receives notice of such Third Party Claim, the Indemnifying Party will not be obligated to indemnify the Indemnified Party with respect to such Third Party Claim to the extent that the Indemnifying Party's ability to defend has been irreparably prejudiced by such failure of the Indemnified Party. The Indemnifying Party will notify the Indemnified Party as soon as practicable within the Dispute Period whether the Indemnifying Party disputes its liability to the Indemnified Party under Section 8.01 and whether the Indemnifying Party desires, at its sole cost and expense, to defend the Indemnified Party against such Third Party Claim.

(i) If the Indemnifying Party notifies the Indemnified Party within the Dispute Period that the Indemnifying Party desires to defend the Indemnified Party with respect to the Third Party Claim pursuant to this Section 8.02(a), then the Indemnifying Party will have the right to defend, with counsel reasonably satisfactory to the Indemnified Party, at the sole cost and expense of the Indemnifying Party, such Third Party Claim by all appropriate proceedings, which proceedings will be vigorously and diligently prosecuted by the Indemnifying Party to a final conclusion or will be settled at the discretion of the Indemnifying Party (but only with the express written consent of the Indemnified Party, which consent may be given or withheld, conditioned or delayed in the sole and exclusive discretion of the Indemnified Party, in the case of any settlement that provides for any relief other than the payment of monetary damages or that provides for the payment of monetary damages as to which the Indemnified Party will not be indemnified in full pursuant to Section 8.01). The Indemnifying Party will have full control of such defense and proceedings, including any compromise or settlement thereof, except as specifically set forth above; provided, however, that the Indemnified Party may, at the sole cost and expense of the Indemnified Party, at any time prior to the Indemnifying Party's delivery of the notice referred to in the first sentence of this clause (i), file any motion, answer or other pleadings or take any other action that the Indemnified Party reasonably believes to be necessary or appropriate to protect its interests; and provided further, that if requested by the Indemnifying Party, the Indemnified Party will, at the sole cost and expense of the Indemnifying Party, provide reasonable cooperation to the Indemnifying Party in contesting any Third Party Claim that the Indemnifying Party elects to contest. The Indemnified Party may participate in, but not control, any defense or settlement of any Third Party Claim controlled by the Indemnifying Party pursuant to this clause (i), and except as provided in the preceding sentence, the Indemnified Party will bear its own costs and expenses with respect to such participation. Notwithstanding the foregoing, the Indemnified Party may take over the control of the defense or settlement of a Third Party Claim at any time if it irrevocably waives its right to indemnity under Section 8.01 with respect to such Third Party Claim.

(ii) If the Indemnifying Party fails to notify the Indemnified Party within the Dispute Period that the Indemnifying Party desires to defend the Third Party Claim pursuant to Section 8.02(a), or if the Indemnifying Party gives such notice but fails to prosecute vigorously and diligently or settle the Third Party Claim, or if the Indemnifying Party fails to give any notice whatsoever within the Dispute Period, then the Indemnified Party will have the right to defend, at the sole cost and expense of the Indemnifying Party, the Third Party Claim by all appropriate proceedings, which proceedings will be prosecuted by the Indemnified Party in a reasonable manner and in good faith or will be settled at the discretion of the Indemnified Party. The Indemnified Party will have full control of such defense and proceedings, including any compromise or settlement thereof; provided, however, that if requested by the Indemnified Party, the Indemnifying Party will, at the sole cost and expense of the Indemnifying Party, provide reasonable cooperation to the Indemnified Party and its counsel in contesting any Third Party Claim which the Indemnified Party is contesting. Notwithstanding the foregoing provisions of this clause (ii), if the Indemnifying Party has notified the Indemnified Party within the Dispute Period that the Indemnifying Party disputes its liability hereunder to the Indemnified Party with respect to such Third Party Claim and if such dispute is resolved in favor of the Indemnifying Party in the manner provided in clause (iii) below, the Indemnifying Party will not be required to bear the costs and expenses of the Indemnified Party's defense pursuant to this clause (ii) or of the Indemnifying Party's participation therein at the Indemnified Party's request, and the Indemnified Party will reimburse the Indemnifying Party in full for all reasonable costs and expenses incurred by the Indemnifying Party in connection with such litigation. The Indemnifying Party may participate in, but not control, any defense or settlement controlled by the Indemnified Party pursuant to this clause (ii), and the Indemnifying Party will bear its own costs and expenses with respect to such participation.

(iii) If the Indemnifying Party notifies the Indemnified Party that it does not dispute its liability to the Indemnified Party with respect to the Third Party Claim under Section 8.01 or fails to notify the Indemnified Party within the Dispute Period whether the Indemnifying Party disputes its liability to the Indemnified Party with respect to such Third Party Claim, the Loss in the amount specified in the Claim Notice will be conclusively deemed a liability of the Indemnifying Party under Section 8.01 and the Indemnifying Party shall pay the amount of such Loss to the Indemnified Party on demand.

(b) In the event any Indemnified Party should have a claim under Section 8.01 against any Indemnifying Party that does not involve a Third Party Claim, the Indemnified Party shall deliver an Indemnity Notice with reasonable promptness to the Indemnifying Party. The failure by any Indemnified Party to give the Indemnity Notice shall not impair such party's rights hereunder except to the extent that an Indemnifying Party demonstrates that it has been irreparably prejudiced thereby. If the Indemnifying Party notifies the Indemnified Party that it does not dispute the claim described in such Indemnity Notice or fails to notify the Indemnified Party within the Dispute Period whether the Indemnifying Party disputes the claim described in

such Indemnity Notice, the Loss in the amount specified in the Indemnity Notice will be conclusively deemed a liability of the Indemnifying Party under Section 8.01, and the Indemnifying Party shall pay the amount of such Loss to the Indemnified Party on demand. If the Indemnifying Party has timely disputed its liability with respect to such claim, the Indemnifying Party and the Indemnified Party will proceed in good faith to negotiate a resolution of such dispute.

ARTICLE IX
MISCELLANEOUS

9.01 Notices. All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by facsimile transmission or mailed (first class postage prepaid) to the parties at the following addresses or facsimile numbers:

If to Purchaser:

Build-To-Order, Incorporated
3003 Exposition Boulevard
Santa Monica, California 90404
Facsimile No.: (800) 584-5004
Attn: Chief Executive Officer

With a copy to:

Alschuler Grossman Stein & Kahan LLP
2049 Century Park East
39th Floor
Los Angeles, California 90067
Facsimile No.: (310) 552-6077
Attn: Michael B. Miller, Esq.

If to Seller:

Mr. Michael Hughes
5805 State Bridge Road
Suite 209
Duluth, Georgia 30097

All such notices, requests and other communications will (i) if delivered personally to the address as provided in this Section, be deemed given upon delivery, (ii) if delivered by facsimile transmission to the facsimile number as provided in this Section, be deemed given upon receipt, and (iii) if delivered by mail in the manner described above to the address as provided in this Section, be deemed given upon receipt (in each case regardless of whether such notice, request or other communication is received by any other Person to whom a copy of such notice is to be delivered pursuant to this Section). Any party from time to time may change its address, facsimile number or other information for the purpose of notices to that party by giving notice specifying such change to the other party hereto.

9.02 Specific Performance. In the event of a material breach by Seller of its representations and obligations hereunder to sell and deliver the Imyge Stock to Purchaser which is not cured within thirty (30) calendar days after written notice to that effect, Purchaser, in addition to any other rights or remedies, shall have the right to bring an action to enforce the terms of this Agreement by decree of specific performance without being required to prove actual damages, post bond or furnish other security, it being agreed that the Imyge Stock to be transferred hereunder are unique and not readily available in the open market, and Seller thereby further agrees to waive any and all defenses against any such action for specific performance based on the grounds that there is an adequate remedy for money damages available.

9.03 Entire Agreement. This Agreement, including the exhibits, schedules, and agreements specifically referenced herein, supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof.

9.04 Expenses. Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated hereby are consummated, each party will pay its own costs and expenses incurred in connection with the negotiation, execution and closing of this Agreement and the transactions contemplated hereby.

9.05 Further Assurances; Post-Closing Cooperation and Further Efforts.

(a) At any time or from time to time after the Closing, Seller shall execute and deliver to Purchaser such other documents and instruments, provide such materials and information and take such other actions as Purchaser may reasonably request more effectively to vest title to the Imyge Stock in Purchaser and, to the full extent permitted by Law, to put Purchaser in actual possession and operating control of the Imyge Stock, the Company and its Assets and Books and Records, including but not limited to providing such representation and audit letters as are consistent with or required for public filing purposes, and otherwise to cause Seller and the Company to fulfill their respective obligations under this Agreement. If Seller fails to execute any such document or instrument, or perform any such act, within ten (10) business days following a written request therefor, Seller shall be deemed to have irrevocably constituted and appointed Purchaser, with full power of substitution, to be Seller's true and lawful attorney, in the Seller's name, place, and stead, solely to execute, acknowledge, swear to, and file all instruments, conveyances, certificates, agreements, and other documents, and to take any action which may be necessary or appropriate to effect the provisions of this Section 9.05(a). The powers of attorney granted herein shall be deemed to be coupled with an interest and shall be irrevocable.

(b) If, in order properly to prepare its Tax Returns, other documents or reports required to be filed with Governmental Authorities or its financial statements or to fulfill its obligations hereunder, it is necessary that a party be furnished with additional information, documents or records relating to the Business or Condition of the Company not referred to in paragraph (a) above, and such information, documents or records are in the possession or control of the other party, such other party shall use its best efforts to furnish or make available such information, documents or records (or copies thereof) at the recipient's request, cost and expense. Any information obtained by Seller in accordance with this paragraph shall be held confidential by Seller in accordance with Section 5.02.

(c) Notwithstanding anything to the contrary contained in this Section, if the parties are in an adversarial relationship in litigation or arbitration, the furnishing of information, documents or records in accordance with any provision of this Section shall be subject to applicable rules relating to discovery.

9.06 Waiver. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by Law or otherwise afforded, will be cumulative and not alternative.

9.07 Amendment. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.

9.08 No Third Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other Person other than a Person entitled to indemnity under ARTICLE VIII.

9.09 No Assignment; Binding Effect. Neither this Agreement nor any right, interest or obligation hereunder may be assigned by any party hereto without the prior written consent of Seller, on the one hand, or Purchaser, on the other hand, and any attempt to do so will be void, except (a) for assignments and transfers by operation of Law and (b) that Purchaser may assign any or all of its rights, interests and obligations hereunder (including without limitation its rights under ARTICLE VIII) to (i) a wholly-owned subsidiary, provided that any such subsidiary agrees in writing to be bound by all of the terms, conditions and provisions contained herein, (ii) any post-Closing purchaser of all or substantially all of the issued and outstanding stock of Purchaser, the Company or a substantial part of the Company's assets or (iii) any financial institution providing purchase money or other financing to Purchaser or the Company from time to time as collateral security for such financing, but no such assignment shall relieve Purchaser of its obligations hereunder. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

9.10 Headings. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

9.11 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

9.12 Attorneys' Fees. In the event that any party to this Agreement shall commence or otherwise be made a party to any suit, action, arbitration or other proceeding to interpret this Agreement, or determine or enforce any right or obligation created hereby, including but not limited to any action for rescission of this Agreement or for a determination that this Agreement is void or ineffective ab initio, the prevailing party in such action shall recover such party's costs and expenses incurred in connection therewith, including attorney's fees and costs of appeal, if any. Any court shall, in entering any judgment or making any award in any such suit, action, or other proceeding, in addition to any and all other relief awarded to such prevailing party, include in such judgment or award such party's costs and expenses as provided in this Section 9.12.

9.13 Drafting History; Reliance on Own Attorneys and Representatives. In resolving any dispute or construing any provision in the Agreement, there shall be no presumption made or inference drawn (a) because the attorneys for one of the parties drafted such provision of the Agreement, (b) because of the drafting history of the Agreement, or (c) because of the inclusion of a provision not contained in a prior draft or the deletion of a provision contained in a prior draft. The parties acknowledge and agree that this Agreement was negotiated and drafted with each party being represented by counsel of its choice and with each party having an equal opportunity to participate in the drafting of the provisions hereof and shall therefore be construed as if drafted jointly by the parties. The parties further acknowledge and agree that in negotiating and entering into this Agreement, they have each relied on the attorneys and representatives of their choosing, and not on any other party's attorneys or representatives.

9.14 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of California applicable to a contract executed and performed in such State without giving effect to the conflicts of laws principles thereof.

9.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[The remainder of this page is left intentionally blank]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each party hereto as of the date first above written.

PURCHASER:

BUILD-TO-ORDER, INCORPORATED,
a Delaware corporation

By: *William S. Hughes*
Name: *William S. Hughes*
Title: *President & CEO*

SELLER:

[Signature]
Michael Hughes

EXHIBIT C

Assignment of Intellectual Property

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (the "Assignment") is made as of this 11th day of November, 2001, by Michael Hughes ("Assignor"), an individual, with reference to the following facts and circumstances:

WHEREAS, Assignor owns all of the capital stock of and Imyge Motorcars of America, a Nevada corporation ("Assignee"); and

WHEREAS, Assignor desires to contribute to Assignee all of Assignor's right, title and interest in the Intellectual Property, as defined below.

NOW THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, except as set forth in Schedule 1 attached hereto, Assignor hereby sells, transfers, conveys and assigns to Assignee, all right, title and interest throughout the world in or relating directly or indirectly to all inventions (whether patentable or not), United States and foreign patents and patent applications owned by Assignor and all reexaminations, reissues, continuations, divisions and counterparts thereof throughout the world, United States and foreign trademarks, trademark applications, service marks, service mark applications, trade names, trade secrets (as defined most broadly in the Uniform Trade Secrets Act, Cal. Civ. Code §3426.1), copyrights, copyrightable subject matter, copyright registrations and applications, licenses, agency and distribution agreements, domain names, works and related confidential business information of Assignor and all other intellectual property owned by Assignor (collectively, the "Intellectual Property"), including without limitation all goodwill, symbols, designs, devices, logos, labels, trade dress, slogans and other distinctive material that are associated with the Intellectual Property.

In connection with Assignor's assignment of such Intellectual Property, Assignor shall execute the Deed of Trademark Assignment in the form attached hereto as Exhibit A and incorporated herein by this reference. At any time or from time to time after the date hereof, Assignor shall execute and deliver to Assignee such other documents and instruments, provide such materials and information and take such other actions as Assignee may reasonably request more effectively to vest title to the Intellectual Property in Assignee and, to the full extent permitted by law and to put Assignee in actual possession and operating control of the Intellectual Property. If Assignor fails to execute any such document or instrument, or perform any such act, within ten (10) business days following Assignor's receipt of a written request therefor, Assignor shall be deemed to have irrevocably constituted and appointed Assignee, with full power of substitution, to be Assignor's true and lawful attorney, in Assignor's name, place, and stead, solely to execute, acknowledge, swear to, and file all instruments, conveyances, certificates, agreements, and other documents, and to take any action which may be necessary or appropriate to effect the provisions set forth in this Assignment. The powers of attorney granted herein shall be deemed to be coupled with an interest and shall be irrevocable.


Michael Hughes

EXHIBIT A

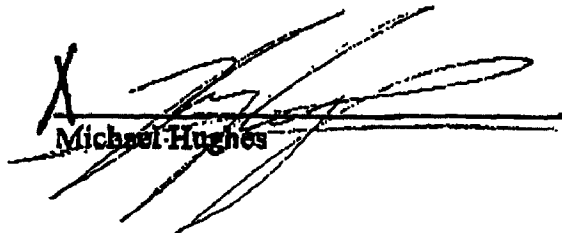
Deed of Trademark Assignment

DEED OF TRADEMARK ASSIGNMENT

TO ALL IT MAY CONCERN, be it known that for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Michael Hughes, an individual, hereby sells, assigns and transfers to Imyge Motorcars of America, a Nevada corporation, having its principal place of business at 5805 State Bridge Road, Suite 209, Duluth, Georgia 30097, its successors and assigns, the entire right, title and interest in and to the following trademarks and trademark applications, including the goodwill associated with such trademarks:

<u>Trademark / Domain</u>	<u>Serial Number</u>	<u>Filing Date</u>
Flying Lady Design	76175889	November 28, 2000
Cord	78075260	July 23, 2001
Duesenberg	78073489	July 12, 2001
Auburn Cord / AuburnCord.com	78073492	July 12, 2001
Pierce Arrow	78073500	July 12, 2001
Auburn Cord Duesenberg	78073491	July 12, 2001

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Flying Lady Design	2492678	September 25, 2001


Michael Hughes