

08-20-2003



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

RE

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): 8-18-03 TRIRIGA INC.

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

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

3. Nature of conveyance:

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

Execution Date: May 1, 200

2. Name and address of receiving party(ies)

Name: TRIRIGA LLC Internal Address:

Street Address: 4285 S. Polaris Avenue

City: Las Vegas State: NV Zip: 89103

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

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) 76/310,298 76/314,051 78/148,922 76/310,297 76/340,716 76/108,958 76/313,738 78/108,959 76/108,954 76/313,739 78/108,955

B. Trademark Registration No.(s) 2,622,034 2,713,654 2,640,520 2,597,870 2,690,137 2,718,695 2,656,150 2,699,630 2,682,932 2,496,843

Additional number(s) attached Yes No

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

Name: Larry E. Vierra, Esq.

Internal Address:

Vierra Magen Marcus Harmon & DeNiro LLP

Street Address: 685 Market Street, Suite 540

City: San Francisco State: CA Zip: 94105

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 3.41) \$ 840.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

501826

DO NOT USE THIS SPACE

9. Signature.

Larry E. Vierra, Reg. No. 33,809 Name of Person Signing

Signature

8/15/2003 Date

5 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

CHECK Refund Total: 4300.00

TRADEMARK REEL: 002805 FRAME: 0181

OFFICE OF PATENT RECORDS 2003 AUG 18 PM 3 27 FINANCE SECTION

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TRIRIGA LLC

UNIT PURCHASE AGREEMENT

This Unit Purchase Agreement ("Agreement") is made as of May 1, 2002 by and between **TRIRIGA LLC**, a Nevada limited liability company (the "Company"), and **TRIRIGA INC.**, a Nevada corporation (the "Purchaser").

1. Sale of Units.

1.1 Subject to the terms and conditions hereof, the Company agrees to issue and sell to the Purchaser, and the Purchaser agrees to purchase from the Company, Two Hundred Twenty-Five Million (225,000,000) units of the Company's membership units (the "Units") for the capital contribution of those certain assets more particularly described on Exhibit A attached hereto and incorporated herein. (the "Capital Contribution"). The term "Units" refers to the purchased Units and all securities received in replacement of the Units or as dividends or splits, all securities received in replacement of the Units in a recapitalization, merger, reorganization, exchange or the like, and all new, substituted or additional securities or other properties to which the Purchaser is entitled by reason of the Purchaser's ownership of the Units.

1.2 The Capital Contribution shall be satisfied as soon as is reasonably practicable through the execution by Purchaser's authorized representatives of appropriate instruments of transfer of the assets comprising the Capital Contribution to the Company.

2. Limitations on Transfer.

2.1 Restriction on Transfer. In addition to any other limitation on transfer created by applicable securities laws, the Purchaser shall not transfer, assign, encumber or dispose of any interest in the Units, whether voluntarily or involuntarily, other than as may be provided in the Company's Operating Agreement dated May 1, 2002, as may be amended and/or restated from time to time (the "Operating Agreement"). Any permitted transferees of the Purchaser shall agree in writing to be bound by the terms of this Agreement and the Operating Agreement.

3. Investment Representations. In connection with the acquisition of the Units, in addition to agreeing to be bound by the terms of the Operating Agreement, the Purchaser represents to the Company the following:

3.1 The Purchaser is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Units. The Purchaser is purchasing these securities for investment for the Purchaser's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws.

3.2 The Purchaser understands that the securities have not been registered under the Securities Act by reason of a specific exemption therefrom, which exemption depends

upon, among other things, the bona fide nature of the Purchaser's investment intent as expressed herein.

3.3 The Purchaser further acknowledges and understands that the securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. The Purchaser further acknowledges and understands that the Company is under no obligation to register the securities or otherwise to make any market for the securities.

3.4 By reason of the Purchaser's business or financial experience or the business or financial experience of the Purchaser's professional advisors who are unaffiliated with the Company, the Purchaser has the capacity to protect the Purchaser's own interests in the purchase of the securities. The Purchaser understands the speculative nature of this investment and has the ability to bear the economic risks, including a complete loss, of Purchaser's investment.

4. Legends. The certificate or certificates representing the Units shall bear legends in substantially the following forms (as well as any legends required by applicable state and federal corporate and securities laws):

4.1 "THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISPOSITION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933."

4.2 "THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN OPERATING AGREEMENT BETWEEN THE COMPANY AND THE MEMBERS OF THE COMPANY, A COPY OF WHICH IS ON FILE AT THE COMPANY'S PRINCIPAL OFFICES."

5. Miscellaneous.

5.1 Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Nevada.

5.2 Entire Agreement; Enforcement of Rights. This Agreement, taken together with the Company's Articles of Organization and Operating Agreement, sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

5.3 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (x) such provision shall be excluded from this Agreement, (y) the balance of the Agreement shall be interpreted as if such provision were so excluded and (z) the balance of the Agreement shall be enforceable in accordance with its terms.

5.4 Construction. This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

5.5 Notices. Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or sent by facsimile, electronic mail or telegram or forty-eight (48) hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, and addressed, if to the Company, at its principal place of business, attention Manager, and if to the Purchaser, at the Purchaser's address as then shown on the unit records of the Company.

5.6 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

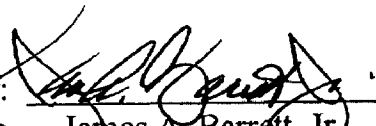
5.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

5.8 Successors and Assigns. The rights and benefits of this Agreement shall inure to the benefit of, and be enforceable by the Company's successors and assigns. The rights and obligations of Purchaser under this Agreement may only be assigned with the prior written consent of the Company.


IN WITNESS WHEREOF, the parties hereto have executed this Unit Purchase Agreement as of the day and year first set forth above.

TRIRIGA LLC

TRIRIGA INC.

By: 
James A. Barrett, Jr.

Its: Manager

By: 
Anthony A. Marnell III

Its: President

EXHIBIT A
(Capital Contribution)

1. All computer software programs relating to the TRIRIGA Intelligent Business System™ (IBS), including copies of such software programs in both source and object code form, all international versions, and all documentation, manuals, training materials and other materials relating thereto.
2. The income, if any, generated by any third party software programs acquired by TRIRIGA INC. and used in conjunction with the IBS.
3. All TRIRIGA INC. Customer software license and/or service agreements now owned or hereinafter acquired. To the extent any such agreements are not assignable, they shall be treated as owned by TRIRIGA LLC, and all revenue generated with respect to such agreements and paid to TRIRIGA INC., shall be the property of TRIRIGA LLC.
4. All TRIRIGA INC. third party agreements related to sales efforts, including TRIRIGA Solution Provider Agreements, Referral Agreements, Alliance Agreements and the like, now owned or hereinafter acquired.
5. All patents, trademarks, patent applications, trademark applications, as well as common law intellectual property rights of TRIRIGA INC. owned by TRIRIGA as of the effective date of this Agreement.
6. All other intellectual property owned or licensed by TRIRIGA INC. as of the effective date of this Agreement or after acquired.