

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scott Lubore		01/09/2004	INDIVIDUAL: UNITED STATES
Gage E. Lubore		01/09/2004	INDIVIDUAL: UNITED STATES
McKenzie L. Lubore		01/09/2004	INDIVIDUAL: UNITED STATES
Opivotal Corporation		01/09/2004	CORPORATION: MARYLAND

RECEIVING PARTY DATA	
Name:	Prime Office Products, Inc.
Street Address:	3841 Green Hills Village Drive
Internal Address:	Suite 420
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37215
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2469348	
Registration Number:	2478700	OFFICESUPPLIES.COM
Registration Number:	2483948	OFFICESUPPLIES.COM
Registration Number:	2508755	THE FUTURE OF OFFICE SUPPLIES

CORRESPONDENCE DATA	
Fax Number:	(615)742-0410
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	615-742-7760
Email:	trademarks@bassberry.com
Correspondent Name:	Robert L. Brewer
Address Line 1:	315 Deaderick Street
Address Line 2:	Suite 2700
Address Line 4:	Nashville, TENNESSEE 37238

CH \$115.00 2469348

ATTORNEY DOCKET NUMBER:

107234-000

NAME OF SUBMITTER:

Robert L. Brewer

**Total Attachments: 6**

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## STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement ("Agreement") is made as of January 9, 2004, by Prime Office Products, Inc., a Delaware corporation ("Buyer"), and Scott Lubore (the "Major Seller"), Gage E. Lubore, and McKenzie L. Lubore (the "Minor Children Sellers" and, together with the Major Seller, the "Sellers") the shareholders of Opivotal Corporation, a Maryland corporation (the "Company"), and residents of Maryland.

### RECITALS

The Sellers desire to sell, and Buyer desires to purchase, all of the issued and outstanding shares (the "Shares") of capital stock of the Company for the consideration and on the terms set forth in this Agreement.

### AGREEMENT

The parties, intending to be legally bound, agree as follows:

#### 1. - DEFINITIONS

For purposes of this Agreement, the following terms shall have the meaning set forth in below:

"**GAAP**" – accounting principles generally accepted in the United States consistently applied in accordance with historical practice.

"**Government Body**" – any:

- (a) nation, state, county, city, town, village, district, or other jurisdiction of any nature;
- (b) federal, state, local, municipal, foreign, or other government;
- (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal);
- (d) multi-national organization or body; or
- (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

"**Governmental Authorization**" – any approval, consent, license, permit, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any federal, state, or local governing authority or pursuant to any Legal Requirement.

"**Indebtedness**" – all indebtedness for borrowed money, whether current or funded, or secured or unsecured, including, without limitation, extensions of credit made by or on behalf of any lender subject to control, regulation or examination by any state or federal regulatory agency; provided, however, that Indebtedness shall not include any accounts payable or trade payables of the Company.

been entered into without the commission of any act alone or in concert with any other Person, or any consideration having been paid or promised, that is or would be in violation of any Legal Requirement.

3.18 Insurance. The Major Seller has delivered to Buyer true and complete copies of all policies of insurance to which the Company is a party or under which the Company, or any director thereof, is or has been covered at any time within the three (3) years preceding the date of this Agreement.

3.19 Environmental Matters. The Company is in compliance with, and its business, operations, assets, equipment, property, leaseholds or other facilities are in compliance with the provisions of all federal, state and local environmental, health, and safety laws, codes and ordinances, and all rules and regulations promulgated thereunder. The Company has been issued and will maintain all required federal, state and local permits, licenses, certificates and approvals relating to (i) air emissions; (ii) discharges to surface water or groundwater; (iii) noise emissions; (iv) solid or liquid waste disposal; (v) the use, generation, storage, transportation or disposal of toxic or hazardous substances or wastes (which shall include any and all such materials listed in any Legal Requirement as hazardous or potentially hazardous); or (vi) other environmental, health or safety matters. The Major Seller has not received notice of, or has no Knowledge of, any violation of any federal, state or local environmental, health or safety laws, codes or ordinances, or any rules or regulations promulgated thereunder with respect to its business, operations, assets, equipment, property, leaseholds, or other facilities. Except in accordance with a valid Governmental Authorization, there has been no emission, spill, release or discharge into or upon (i) the air; (ii) soils, or any improvements located thereon; (iii) surface water or groundwater; or (iv) the sewer, septic system or waste treatment, storage or disposal system servicing the premises, of any toxic or hazardous substances or wastes at or from the premises owned or occupied by the Company during the period of ownership or occupation thereof by the Company or, to the Knowledge of the Major Seller, during the time the premises were owned by any of the Company's predecessors or any other Person for which the Company could be obligated. There has been no complaint, order, directive, claim, citation or notice by any Government Body or any other person or entity with respect to (i) air emissions; (ii) spills, releases or discharges to soils or improvements located thereon, surface water, groundwater or the sewer, septic system or waste treatment, storage or disposal systems servicing the premises; (iii) noise emissions; (iv) solid or liquid waste disposal; (v) the use, generation, storage, transportation or disposal of toxic or hazardous substances or waste; or (vi) other environmental, health or safety matters affecting the Company its business, operations, assets, equipment, property, leaseholds or other facilities. The Company has not had any indebtedness, obligation or liability (absolute or contingent, matured or not matured), with respect to the storage, treatment, cleanup or disposal of any solid wastes, hazardous wastes or other toxic or hazardous substances (including without limitation any such indebtedness, obligation, or liability with respect to any current regulation, law or statute regarding such storage, treatment, cleanup or disposal). The Company has delivered to Buyer or made available for inspection by Buyer and its agents and employees all records in Buyer's possession, if any, concerning the environmental activities of the Company and all environmental audits and environmental assessments of any real property including the land, the improvements thereon, and the ground water and surface water thereof, that the Company has at any time owned, operated, occupied, controlled or leased for use in the operation of the Company, conducted at the request of, or otherwise available to, the Company. The Company has complied with all environmental disclosure obligations imposed upon the Company with respect to this transaction by applicable law.

3.20 Intellectual Property. The Major Seller has no Knowledge of any infringements or conflict with asserted rights of others with respect to Intellectual Property Assets used by it. To the Major Seller's Knowledge, no products or processes of the Company infringe or conflict with any rights of patent or copyright, or any discovery, invention product or process, that is the subject of a patent or copyright

application or registration. To the Knowledge of the Major Seller, no person employed by or affiliated with the Company has employed or proposes to employ any trade secret or any information or documentation proprietary to any former employer, and to the Knowledge of the Major Seller, no person employed by or affiliated with the Company has violated any confidential relationship that such person may have had with any third Person, in connection with the development, manufacture or sale of any product or proposed product or the development or sale of any service or proposed service of the Company. Set forth on Schedule 3.20 is a complete list of the Company's Intellectual Property Assets.

3.21 Certain Payments. Neither the Company nor any director, officer, agent, or employee of the Company, or to the Major Seller's Knowledge any other Person associated with or acting for or on behalf of the Company, has directly or indirectly in violation of any Legal Requirement (a) made any contribution, gift, bribe, rebate, payoff, influence payment, kickback, or other payment to any Person, private or public, regardless of form, whether in money, property, or services (i) to obtain favorable treatment in securing business, (ii) to pay for favorable treatment for business secured, (iii) to obtain special concessions or for special concessions already obtained, for or in respect of the Company or any affiliate of the Company, or (b) established or maintained any fund or asset that has not been recorded in the books and records of the Company.

3.22 Relationships with Affiliates. Except as set forth on Schedule 3.22, neither the Sellers nor any affiliate of the Sellers or of the Company has, or has had, any interest in any property (whether real, personal, or mixed and whether tangible or intangible), used in or pertaining to the Company's business. Neither the Sellers, nor any affiliate of the Sellers or of the Company is the owner of or has owned (of record or as a beneficial owner) an equity interest or any other financial or profit interest in, a Person that has (i) had business dealings or a material financial interest in any transaction with the Company other than business dealings or transactions conducted in the Ordinary Course of Business with the Company at substantially prevailing market prices and on substantially prevailing market terms, or (ii) engaged in competition with the Company with respect to any line of the products or services of such Company (a "Competing Business") in any market presently served by the Company, except for ownership of less than two percent (2%) of the outstanding capital stock of any Competing Business that is publicly traded on any recognized exchange or in the over-the-counter market. Neither the Sellers nor any affiliate of the Sellers or of the Company is a party to any contract with, or has any claim or right against, the Company.

3.23 Brokers or Finders. The Major Seller and his agents have incurred no, and will not incur any, obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement or the transactions contemplated hereby.

3.24 Disclosure. No representation or warranty of the Major Seller in this Agreement and no statement in the schedules attached hereto omits to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading.

#### 4. - REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to the Sellers as follows:

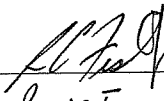
4.1 Organization: Authority.

(a) Buyer (i) is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, (ii) has the corporate power and authority to own its

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

BUYER:

PRIME OFFICE PRODUCTS, INC.

By:   
Its: President

SELLERS:

\_\_\_\_\_  
Scott E. Lubore  
21611 Goshen Oak Road  
Laytonsville, MD 20882

\_\_\_\_\_  
Scott E. Lubore, custodian for  
Gage E. Lubore, a minor  
21611 Goshen Oak Road  
Laytonsville, MD 20882

\_\_\_\_\_  
Scott E. Lubore, custodian for  
McKenzie L. Lubore, a minor  
21611 Goshen Oak Road  
Laytonsville, MD 20882

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

BUYER:

PRIME OFFICE PRODUCTS, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

SELLERS:



\_\_\_\_\_  
Scott E. Lubore  
21611 Goshen Oak Road  
Laytonsville, MD 20882



\_\_\_\_\_  
*custodian for Gage E. Lubore*  
Scott E. Lubore, custodian for *a minor*  
Gage E. Lubore, a minor  
21611 Goshen Oak Road  
Laytonsville, MD 20882



\_\_\_\_\_  
*custodian for McKenzie L. Lubore*  
Scott E. Lubore, custodian for *a minor*  
McKenzie L. Lubore, a minor  
21611 Goshen Oak Road  
Laytonsville, MD 20882

**Schedule 3.20  
Intellectual Properties**

The Company has no knowledge of any infringements or conflicts with respect to its Intellectual Property listed below:

Matter No.	Country ID	Trademark	App. No.	Reg. No.	Status	File	Reg.
G2589-907724	US	O pivotal	76/364,492		Allowed	1/30/2002	
G2589-907749	US	E Office Supplies	75/929,645		Pending	2/24/2000	
G2589-907748	US	Clipper Design	75/927,950	2,469,348	Registered	2/26/2000	7/17/2001
G2589-907747	US	OOSC	75/861,954		Abandoned	12/1/1999	
G2589-907746	US	Online Office Supplies.com	75/861,479		Pending	12/1/1999	
G2589-907745	US	The Future of Office Supplies	75/861,478	2,508,755	Registered	12/1/1999	11/20/2001
G2589-907744	US	Office Supplies.com & Design	75/778,707	2,483,948	Registered	8/16/1999	8/28/2001
G2589-907743	US	Office Supplies.com	75/778,706	2,478,700	Registered	8/16/1999	8/14/2001
G2589-907764	US	O pivotal the Future of Office Supplies & Design	76/371,391		Allowed	2/19/2002	

Matter No.	Country ID	Trademark	App. No.	Status	Client ID	File
G2589-802691	CA	E Office Supplies	1,069,713	Abandoned	G2589	8/3/2000
G2589-802689	CA	Online Office Supplies.com	1,060,743	Abandoned	G2589	5/26/2000
G2589-802690	CA	The Future of Office Supplies	1,060,761	Abandoned	G2589	5/26/2000

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