

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Asset Purchase Agreement
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KeyPrestige, Inc.		01/30/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ServicePower, Inc.
Street Address:	1503 South Coast Drive
Internal Address:	Suite 320
City:	Costa Mesa
State/Country:	CALIFORNIA
Postal Code:	92626
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2361426	KPI KEYPRESTIGE, INC.
Registration Number:	2407668	KPI KEYPRESTIGE, INC.
Registration Number:	2328172	PROCLAIMS
Registration Number:	2331197	PRO-SERVICE CONNECTION
Registration Number:	2328171	PROCLAIMS PLUS
Registration Number:	2799155	PPV

CORRESPONDENCE DATA

Fax Number: (202)944-3306
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2029443300
 Email: jbikoff@sbgdc.com, dklink@sbgdc.com
 Correspondent Name: James L. Bikoff, Esq.
 Address Line 1: 1101 30th Street, NW
 Address Line 2: Georgetown Place - Suite 120
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20007

TRADEMARK

NAME OF SUBMITTER:	James L. Bikoff
Signature:	/James L. Bikoff/
Date:	06/06/2005
Total Attachments: 5 source=Asset Purchase excerpts#page1.tif source=Asset Purchase excerpts#page2.tif source=Asset Purchase excerpts#page3.tif source=Asset Purchase excerpts#page4.tif source=Asset Purchase excerpts#page5.tif	

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement"), dated as of January 30, 2004, by and among ServicePower, Inc., a Delaware corporation ("Purchaser"), Keyprestige, Inc., a Delaware corporation ("Seller"), Janice Salmon ("Salmon"), and James Rushton ("Rushton;" Rushton and Salmon are collectively referred to herein as the "Stockholders") is made with reference to the following facts:

A. Seller is primarily engaged in the business of servicing warranty claims on behalf of manufacturers and retail sellers.

B. The Stockholders own all of the issued and outstanding capital stock of Seller.

C. Purchaser is a wholly owned subsidiary of ServicePower Technologies plc, an English corporation ("Parent").

D. Seller desires to sell to Purchaser, and Purchaser desires to purchase and acquire from Seller, certain assets (constituting substantially all of the operating assets and the goodwill) of Seller on the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is agreed as follows:

1. Purchase and Sale of Assets. Subject to all the terms and conditions of this Agreement (all references herein to this Agreement shall include the schedules and annexes hereto), at the Closing (as hereinafter defined), Seller shall sell, transfer, deliver and assign to Purchaser, and Purchaser shall purchase and acquire from Seller, free and clear of all Encumbrances (as defined below), all of Seller's right, title and interest in and to the following assets of Seller (other than Excluded Assets, as defined below), real and personal, current and fixed, tangible or intangible, which assets are owned by Seller and constitute substantially all of the operating assets and the goodwill of Seller (collectively, the "Assets"):

(a) All leasehold improvements thereto, and all related rights;

(b) All interests of Seller in the machinery, equipment, tooling, furniture, fixtures, motor vehicles, production supplies, spare parts, other miscellaneous supplies, tools, and stores, repair and maintenance parts, chemicals, and other tangible personal property and fixed assets listed on Schedule 1.1(b) hereto;

(c) All lease and rent deposits, prepaid expenses, prepaid property taxes, and all other current assets listed on Schedule 1.1(c);

(d) Those real property leases, contract rights, licenses, purchase and sale orders, quotations and other executory commitments listed on Schedule 1.1(d) hereto;

(e) To the extent transferable, the franchises, licenses, permits, consents, authorizations, and approvals of each federal, state, or local

regulatory, administrative, or other governmental agency or body listed on Schedule 1.1(e) hereto;

(f) All rights in and to all software (including Seller's ClaimWorks Software), inventions, formulae, processes, schematic drawings, secret processes, product plans, logos, trademarks (including without limitation the PROCLAIMS AND PROCLAIMS PLUS trademarks), trademark applications, service marks (including without limitation the PRO-SERVICE CONNECTION and the KPI, KEY PRESTIGE, INC. and design service marks), copyrights, trade names, trade secrets, know-how, technical information, patents, patent applications, software, databases (including without limitation those relating to Seller' service providers), supplier lists, and customer lists and other intellectual property related to the business of Seller (collectively, the "Proprietary Rights"), including without limitation those listed on Schedule 1.1(f) hereto;

(g) Originals of all sales invoices, accounts receivable and accounts payable records, warranties on all supplies and equipment, manuals related to the Assets, drawings, files, papers, and all other records of Seller, that, in each of such cases, relate to the Assets or the Assumed Liabilities (as hereinafter defined), except that Seller shall retain the original copies of its books of account, general ledgers, payroll records and tax records and Purchaser shall receive complete copies of such materials;

(h) All of the accounts receivable of Seller including without limitation those listed on Schedule 1.1(h) hereto; and

(i) All cash and cash equivalents of the Company (other than the \$835,223 in cash on hand of Seller as of the date hereof).

For purposes hereof, "Excluded Assets" shall mean and include (1) all rights of Seller under this Agreement, (2) any and all assets specifically excluded under (a) through (i) of this Section 1.1, including specifically the \$835,223 of cash on hand of Seller as of the date hereof, (3) Seller's minute books, stock record books and tax records, (4) any and all advances by Seller to its stockholders, and (5) each of the other items listed or described on Schedule 1.1(z) attached hereto.

2. Purchase Price.

2.1 Consideration. Subject to and upon the terms and conditions of this Agreement, in consideration and as payment in full for the Assets, Purchaser shall pay to Seller the consideration specified in Section 2.2 below in the form and at the time therein specified and, except as otherwise provided herein, shall assume certain specified liabilities of Seller as provided in Section 2.3 below.

2.2 Closing Payment. At the Closing, Purchaser shall deliver to Seller

2.2.1 Cash Payment. Cash in the aggregate amount of One Hundred Twenty-Nine Thousand Dollars (US) (\$129,000 (US)) plus an amount equal to the aggregate amount, if any, determined to be payable by Purchaser under Section 6.10 hereof. Such aggregate amount shall be paid by Purchaser to Seller by delivery at the Closing of a check in the appropriate amount made payable to Seller.

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

"PURCHASER"

SERVICEPOWER, INC.

By: [Signature]
JAN MARRINSON
EXECUTIVE DIRECTOR.

"SELLER":

KEYPRESTIGE, INC.

By: [Signature]

"STOCKHOLDERS"

[Signature]
Janica Salmon

[Signature]
James Rushton

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

"PURCHASER"

SERVICEPOWER, INC.

By: *[Signature]*
JAN MACKINON
EXECUTIVE DIRECTOR.

"SELLER":

KEYPRESTIGE, INC.

By: _____

"STOCKHOLDERS"

Jessie Balmen

[Signature]
James Rushton

DOCL-1178240007

Schedule 1.1(f)**Proprietary Rights**

KeyPrestige, Inc	Trademark
PPV (parts purchase verification)	Trademark
KPI	Trademark
Pro-Service Connection	Trademark
ProClaims Plus/ProClaims	Trademark
ClaimWorks	Application