

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Belcan Engineering Group, Inc.		01/03/2005	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Comet Technology Corp.		
Street Address:	1796 Stonebridge Drive North		
City:	Ann Arbor		
State/Country:	MICHIGAN		
Postal Code:	48108		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1917746	COMET ACOUSTICS	
Registration Number:	2784186	COMET SAFE	
Registration Number:	1917747	COMET/VISION	
Registration Number:	2869108	COMET/BEAT	
CORRESPONDENCE DATA			
Fax Number:	(513)579-6457		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	trademarks@kmklaw.com		
Correspondent Name:	Patricia B. Hogan		
Address Line 1:	One East Fourth Street		
Address Line 2:	Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Patricia B. Hogan		
Signature:	/Patricia B. Hogan/		

OP \$115.00 1917746

Date:

09/12/2005

Total Attachments: 6

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PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made as of January 3, 2005, by and between BELCAN ENGINEERING GROUP, INC., an Ohio corporation ("Seller"), COMET TECHNOLOGY CORPORATION, a Delaware corporation ("Buyer") and RAVI RAVEENDRA ("Consultant") upon the following conditions:

RECITALS:

A. The Seller owns certain software, trademarked and marketed under the name "Comet Software" and certain other assets associated with such software as are more specifically described herein (collectively, "Comet Software").

B. The Comet Software was acquired by Seller as of December 15, 2003, pursuant to an Asset Purchase Agreement ("APA") between the Seller and Comet Acoustics, Inc. ("CA").

C. As of December 15, 2003, the Seller and Consultant entered into a Consultant Agreement ("Consultant Agreement"), under the terms of which the Consultant was engaged as an independent consultant to manage the Comet Business, as that term is defined in the APA.

D. The Buyer now desires to acquire the Comet Software; the Consultant agrees to terminate the Consultant Agreement, and the Seller is agreeable to the sale of the Comet Software and to the termination of the Consultant Agreement upon the terms and conditions contained herein.

IT IS THEREFORE AGREED by and between the parties as follows:

1. **Purchase of Comet Software.** Upon the terms and conditions of this Agreement, the Seller agrees to sell, assign, transfer, convey and deliver, or cause to be sold, assigned, transferred, conveyed and delivered to Buyer, and Buyer agrees to purchase, the Comet Software. Included in the Comet Software shall be the following:

a. All right, title, and interest of Seller in, to, and under each trade name, registered or unregistered trademark, service mark and copyright (including Comet Acoustics, Comet Vision, Comet BEAT, Comet SAFE and Comet SoRT), and the applications for the Comet Software, and each patent and patent application used in connection with the Comet Software.

b. All right, title, and interest of Seller in, to, and under any licenses ("Licenses") owned by Seller in connection with the Comet Software.

c. All right, title, and interest of Seller in, to, and under all customer contracts and other agreements, purchase orders, or work orders with the customers set forth on the attached Exhibit A ("Customer Contracts").

d. All user's manuals, training manuals, sales literature, advertising literature, web domain name (cometacoustics.com), all packing and shipping materials,

and other system and operations documentation relating to Comet Software computer programs, including all copies of the object and source code pertaining to Comet Software.

e. All rights of Seller to enforce any employee confidentiality agreements related exclusively to the Comet Software.

It is specifically understood and agreed that the sale of the Comet Software to Buyer is subject to the following exclusions and conditions:

a. The Buyer hereby grants to the Seller five (5) perpetual, royalty free, non assignable (except by the way of assignment to successors of interest), non exclusive licenses to use the current version of the Comet Software and any revised versions or upgrades thereof (which revised versions and upgrades shall be promptly provided to Seller at no additional charge) (the "Seller's Licenses") for a period of three (3) years from the Closing Date. The Seller's Licenses will not require any maintenance be provided by the Buyers unless the Buyer and the Seller so agree (the Buyer will, in such case, charge the Seller no more for maintenance than the lowest rate charged to any other Comet Software licensee of the Buyer).

b. The Buyer acknowledges and agrees that pursuant to the APA, CA retained three (3) perpetual royalty-free, non-assignable, non-exclusive licenses to use the current version of the Comet Software and any revised versions or upgrades thereof, all as set forth under Section 5.10 of the APA, and that the sale of the Comet Software is subject to such terms and conditions.

2. Purchase Price. As consideration for the purchase of the Comet Software, the Buyer agrees to the following:

- (a) pay the Seller \$10,000 minus Seller's unearned revenues in respect of Comet Software maintenance contracts as of the Closing Date. It is recognized that the Seller has collected certain unearned revenues for the support and maintenance of Comet Software customers and the Buyer will be obligated to provide this support after the Closing Date.
- (b) allocate and pay to the Seller Ten Percent (10%) of revenues actually received by the Buyer directly related to new customer perpetual licenses, including any first year maintenance and support services, and new customer annual leases or licenses of the Comet Software for a period of three (3) years from the Closing Date. These amounts will be paid to Seller within 30 days of the end of each quarter, and each payment will be accompanied by a detailed accounting of the source of the revenues. The Buyer is not obligated to pay any royalty owed by the Seller to any other parties.

SELLER MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE COMET SOFTWARE, EXPRESS OR IMPLIED, BEYOND THOSE EXPRESSLY SET FORTH HEREIN, AND INCLUDING ANY IMPLIED REPRESENTATION OR WARRANTY AS TO THE CONDITION, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE COMET SOFTWARE, AND IT IS UNDERSTOOD THAT, EXCEPT FOR ANY EXPRESS REPRESENTATIONS AND

WARRANTIES OF SELLER CONTAINED HEREIN, BUYER TAKES THE COMET SOFTWARE ON AN "AS IS" AND "WHERE IS" BASIS.

3. Assumed Liabilities. The Buyer will execute, on the Closing Date (later defined), the Assumption Agreement in the form of that attached hereto as Exhibit B ("Assumption Agreement"), pursuant to which the Buyer shall assume and agree to discharge the following obligations and liabilities of the Seller in accordance with their terms and subject to the respective conditions thereof ("Assumed Liabilities"):

a. All liabilities and obligations of Seller to be paid or performed after the Closing Date under the Licenses; and

b. All liabilities and obligations of Seller to be paid or performed after the Closing Date under the Customer Contracts.

Buyer shall hold the Seller harmless from any and all losses arising out of, based upon or relating to any of the Assumed Liabilities. Except as specifically provided herein, Buyer does not assume, and is not liable to pay, perform or discharge, any liability or obligation of Seller other than the Assumed Liabilities, whether actual, contingent or accrued, known or unknown, pertaining to the Comet Software prior to the Closing Date.

4. Closing. The closing of the transactions contemplated by this Agreement ("Closing") shall take place at the offices of Keating, Muething & Klekamp, 1400 Provident Tower, One East Fourth Street, Cincinnati, Ohio 45202, at 10:00 a.m. on _____, 2004 ("Closing Date").

5. Consultant Agreement. The Seller and Consultant agree that, effective on the Closing Date, the Consultant Agreement shall terminate and both parties shall be relieved of further liability above and beyond compensations outstanding on the Closing Date which amount shall be paid within 30 days of Closing Date.

6. Third Party Consents. The Buyer acknowledges that certain consents to the transactions contemplated by this Agreement may be required from parties to the Licenses and/or the Customer Contracts. The Buyer acknowledges and agrees that Seller shall not have any liability whatsoever to Buyer arising out of or relating to the failure to obtain any consents that may have been or may be required in connection with the transactions contemplated by this Agreement or because of the default, acceleration or termination of any License or Assumed Contract as a result thereof. At Buyer's written request during the three month period following the Closing, Seller shall cooperate with Buyer in any reasonable manner in connection with Buyer's obtaining any such consents; provided that such cooperation shall not include any requirement of Seller to expend money, commence any litigation or offer or grant any accommodation (financial or otherwise) to any third party.

7. Miscellaneous.

a. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail, postage prepaid, return receipt requested, as follows:

If to Seller, addressed to: Belcan Engineering Group, Inc.
10200 Anderson Way
Cincinnati, Ohio 45242
Attention: Mr. Cleve Campbell

With a copy to: Mr. Donald P. Klekamp
Keating, Muething & Klekamp, PLL
1400 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202

If to Buyer, addressed to: Mr. Ravi Raveendra and
Comet Technologies Corporation
1796 Stonebridge Drive North
Ann Arbor, MI 48108
Attention: Ravi Raveendra

With a copy to:

b. Counterparts; Headings. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The headings of the several articles and sections in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

c. Expenses. Regardless of whether the transactions contemplated by this Agreement are consummated, each party shall pay its or their own costs and expenses, including legal, accounting, consulting and other professional fees incurred in connection with the negotiation, preparation, investigation and performance by such party under this Agreement.

d. Successors and Assigns. This Agreement and all rights and powers granted hereby shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

e. Severability. The provisions of this Agreement shall be deemed severable, and if any provision or part of this Agreement is held illegal, void, or invalid under applicable laws, such provision or part may be changed to the extent reasonably necessary to make the provision or part as so changed legal, valid and binding.

f. Applicable Law. This Agreement shall be governed by the laws of the State of Ohio.

[Remainder of page intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties have hereunder set their hands on the day and year first above written.

WITNESSES:

BELCAN ENGINEERING GROUP, INC.

BY: _____

Name:

Title: PRESIDENT & CEO
BELCAN CORPORATION

Ravi Raveendra

RAVI RAVEENDRA

COMET TECHNOLOGY CORPORATION

BY: _____

Name: Ravi Raveendra

Title: President

This Instrument Prepared By:

Donald P. Klekamp
Keating, Muething & Klekamp, P.L.L.
1400 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202
(513) 579-6400

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