

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	02/02/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SRI International		02/02/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Red Siren, Inc.
Street Address:	Centre City Tower, 650 Smithfield Street
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1992629	INTERNATIONAL INFORMATION INTEGRITY INSTITUTE

CORRESPONDENCE DATA

Fax Number: (650)622-2499
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 650-622-2300
 Email: michael.bosworth@bipc.com
 Correspondent Name: Michael K. Bosworth
 Address Line 1: P.O. Box 1404
 Address Line 4: Alexandria, VIRGINIA 22313-1404

ATTORNEY DOCKET NUMBER:	0069818-000001
NAME OF SUBMITTER:	Michael K. Bosworth
Signature:	/michael bosworth/

CH \$40.00 1992629

Date:

02/09/2007

Total Attachments: 6

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SALE AGREEMENT

THIS SALE AGREEMENT (hereinafter referred to as "Agreement") is made as of February 2, 2004 ("Effective Date"), by and between **SRI INTERNATIONAL**, a California non-profit corporation with a principal place of business at 333 Ravenswood Avenue, Menlo Park, CA 94025 (hereinafter referred to as "Seller") and **Red Siren, Inc.**, a Pennsylvania corporation with a principal place of business at Centre City Tower, 650 Smithfield Street, Pittsburgh, Pennsylvania 15222 (hereinafter referred to as "Buyer").

WHEREAS, Seller previously entered into a license agreement with Buyer dated October 31, 2001 ("the License"), relating to certain Seller information and intellectual property pertaining to "I-4" (as defined below); and

WHEREAS, Buyer desires to purchase and Seller is willing to sell certain intellectual property pertaining to "I-4" to Buyer,

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth below, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLES

I. DEFINITIONS.

For purposes of this Agreement, the following terms shall have the meanings indicated:

A. "Red Siren Products" shall mean any products of Buyer including but not limited to books, computer code, manuals, and reports developed or marketed by Red Siren alone or in conjunction with third-parties.

B. "Red Siren Services" shall mean the information system services performed by Buyer for third parties.

C. "I-4" shall mean Seller's International Information Integrity Institute.

D. "I-4 Marks" shall mean trademarks, service marks, certification marks, trade dress and trade names, whether or not registered with any government authority, used by Seller or by Buyer under the License in connection with I-4, including any logos, designs or stylized words, as listed in the attached Exhibit A.

E. "Licensed Confidential Information" shall mean all trade secrets, information, data, compilations, methods, processes and techniques of any kind pertaining directly to I-4, and all tangible and intangible embodiments thereof of any kind, which are not generally known outside of Seller, in which Seller has an ownership or licensable interest as of the effective date of this Agreement, including confidential information of SRI relating to its customers or agreements with customers, software and data, specifications, strategies, projections, business

plans, and financial and accounting information, but only to the extent that Seller is legally permitted to disclose such information.

F. "Licensed Copyright Material" shall mean all works of authorship (including literary works, audiovisual materials, pictorial or graphic works, musical works and sound recordings) directly pertaining to I-4 in which Seller has an ownership or licensable interest as of the Effective Date, including text, data, photographs, artwork, books, manuals, reports, statistics, software, advertisements, brochures and promotional materials, whether or not completed or in progress whether by Seller or Buyer under the License as well as the works listed in the attached Exhibit A.

G. "Properties" shall mean, collectively, the I-4 copyrights and the I-4 Marks.

II. PURCHASE AND SALE OF ASSETS

A. Transfer of Assets - On the Closing Date (which shall be August 15, 2003), Seller shall, subject to the provisions of Section II, C hereof, sell, convey, transfer and assign to Buyer, and Buyer shall purchase the Properties (collectively, the "Assets"). The License, with respect to the intellectual property not sold or transferred pursuant to this Agreement, shall otherwise remain in full force and effect.

B. Liabilities - Buyer does herewith specifically assume all liabilities arising or to arise from and after the Closing Date pursuant to this Agreement or otherwise with respect to the future operations of the I-4 and use of the Properties

C. Buyer hereby agrees that in the event Buyer, or its successor in interest, intends to sell or abandon the Properties, or any part thereof, at any time in the future, subsequent to the Closing Date, Buyer shall provide Seller with 60 days advance written notice of its intent to sell or abandon, and Buyer hereby grants to Seller an exclusive right and option to repurchase the Properties at the price of five hundred dollars (\$500) ("Option"). Such Option shall expire 60 days after Buyer provides Seller with written notice of Buyer's intent to sell or abandon the Property or any part thereof. Buyer hereby agrees that in the event Seller exercises Seller's Option, Buyer will cooperate in executing any and all documents necessary to effect such sale and assignment.

III. PURCHASE PRICE AND PAYMENT.

A. The purchase price of the Assets shall be Five thousand dollars (\$5,000).

B. The Purchase Price shall be paid by check or by wire transfer of federal or other immediately available United States funds to the accounts specified by Seller on the Closing Date.

IV. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller represents and warrants to Buyer and agrees that the following statements and representations are true and correct as of the date hereof:

A. Except for the license granted to Buyer dated October 31, 2001, Seller exclusively owns all right, title, and interest in and to the Properties, free, clear and unencumbered by claims, liens, licenses, option rights or other interests of third parties.

B. Seller has the full right, power and authority to enter into this Agreement

C. Except as set forth in Section IV. D. hereof, exercise by Buyer of the rights granted under this Agreement will not give rise to any claim by a third party.

D. (I) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE ASSETS PROVIDED TO BUYER BY SELLER ARE PROVIDED "AS IS". SELLER EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. AND NONINFRINGEMENT.

(II) UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE TO THE BUYER OR ANY THIRD PARTY FOR LOST PROFITS, LOST OPPORTUNITIES, OR ANY OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES IRRESPECTIVE OF THE THEORY UNDER WHICH SUCH ACTION IS BROUGHT, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(III) UNDER NO CIRCUMSTANCE SHALL SELLER'S LIABILITY TO BUYER OR ANY THIRD PARTIES, UNDER ANY AND ALL PROVISIONS OF THIS AGREEMENT, EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY BUYER TO SELLER UNDER THIS AGREEMENT.

V. REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer represents and warrants to Seller and agrees that the following statements and representations are true and correct as of the date hereof:

A. Buyer represents and warrants to Seller that it has the full right, power and authority to enter into this Agreement.

VI. Indemnification.

A. Buyer hereby agrees to indemnify and hold Seller and each of its directors, officers, employees and agents (collectively, "Seller Indemnitees") harmless from and against any and all losses, liabilities, damages, costs, or expenses (including reasonable attorney's fees) arising out of any claims or suits, whatever their nature and however arising, that may be brought

or made against any Seller Indemnitee (i) by reason of Buyer's breach, default, performance, or nonperformance of this Agreement or by reason of Buyer's breach of any representation or warranty contained herein; and/or (ii) for any other claim arising from Buyer's performance under this Agreement; *provided* that (i) Seller notifies Buyer, in writing, within thirty (30) days of knowledge of any claim; (ii) Buyer has sole control of the defense and all settlement negotiations and the terms and conditions of any settlement, *provided, however*, that Buyer cannot enter into any final settlement without the approval of Seller, which approval shall not be unreasonably withheld; and, (iii) Seller provides Buyer with the assistance, information and authority necessary to perform Buyer's obligations under this article. Buyer will reimburse the reasonable out-of-pocket expenses incurred by Seller in providing such assistance.

B. Seller hereby agrees to indemnify and hold Buyer and each of its directors, officers, employees and agents (collectively, "Buyer Indemnitees") harmless from and against any and all losses, liabilities, damages, costs, or expenses (including reasonable attorney's fees) arising out of any claims or suits, whatever their nature and however arising, that may be brought or made against any Buyer Indemnitee (i) by reason of Seller's breach, default, performance, or nonperformance of this Agreement or by reason of Seller's breach of any representation or warranty contained herein; and/or (ii) for any other claim arising from Seller's performance under this Agreement, *provided* that (i) Buyer notifies Seller, in writing, within thirty (30) days of knowledge of any claim; (ii) Seller has sole control of the defense and all settlement negotiations and the terms and conditions of any settlement, *provided, however*, that Seller cannot enter into any final settlement without the approval of Buyer, which approval shall not be unreasonably withheld; and, (iii) Buyer provides Seller with the assistance, information and authority necessary to perform Seller's obligations under this article. Seller will reimburse the reasonable out-of-pocket expenses incurred by Buyer in providing such assistance.

VII. MISCELLANEOUS.

A. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or written representations or agreements of the parties with respect to the subject matter contained herein.

B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

C. All notices, consents, and other written communications required by this Agreement shall be in writing, delivered personally or by facsimile (and promptly confirmed by personal delivery, U.S. first class mail, or a nationally-recognized delivery service), U.S. first class mail postage prepaid, or a nationally-recognized delivery service, and addressed to the other party at its address indicated below, or to such other address as the addressee shall have last furnished in writing to the addressor. Except as otherwise provided in this Agreement, the notice shall be effective upon receipt by the addressee.

If to Seller:

SRI International
333 Ravenswood Avenue

If to Buyer:

Red Siren, Inc.
Centre City Tower

Menlo Park, CA 94025
Attention: Richard A. Cramer
Telephone: 650 859-5772
Facsimile: 650 859-2015

650 Smithfield Street
Pittsburgh, PA 15222
Attn: Harvey Pollack
Telephone: (412) 281-4427
Facsimile: (412) 434-6167

D. No provision of and no default under this Agreement may be waived except by an instrument in writing signed by the party waiving the provision or default. No waiver of any default will be deemed a waiver of any subsequent default.

E. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without regard to its conflicts of law provisions.

F. No amendment or modification of this Agreement shall be valid unless the same shall be made in writing and signed by each party.

G. Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect as though such provisions were deleted.

H. The failure to enforce any of the terms and conditions of this Agreement by either of the parties to this Agreement shall not be deemed a waiver of any other right or privilege under this Agreement or a waiver of the right to thereafter claim damages for any deficiencies resulting from any misrepresentation, breach of warranty, or non-fulfillment of any obligation of any other party to this Agreement.

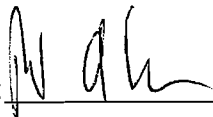
I. This Agreement may be executed in duplicate counterparts, each of which will be deemed to be an original but both of which together will constitute one and the same instrument.

J. The parties to this Agreement shall at any and all times, upon request by the other party, or its legal representative, make, execute and deliver any and all such other and future instruments as may be necessary or desirable for the purpose of giving full force and effect to the provisions of this Agreement without charge.

K. Each party shall bear its own legal and other transaction expenses connection with the preparation and the execution and delivery of this Agreement.

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be executed personally or, as appropriate by its duly authorized officers.

SRI INTERNATIONAL

By:  _____

Date: FEB 04 2004

RED SIREN, INC.

By:  _____

Date: 2.2.04

EXHIBIT A

LICENSED COPYRIGHT MATERIAL AND LICENSED KNOW-HOW

Subject to the license agreement of October 31, 2001.

- Customer information relating to I-4 Services.
- Any and all material in the possession of individual employees developed in connection with of SRI's provision of I-4 services, including reports, processes, methodologies, spreadsheets, and data.
- Copyrights and/or content for reports and research materials for I-4 services.

PROPERTIES

Sold pursuant this Agreement (Closing date of August 15, 2003).

- All I-4 copyrights.
- I-4 (Int. Cl. 16) No 1,953,067, registered January 30, 1996
- I-4 (Int. Cl. 41) No 1,945,771, registered January 2, 1996
- I-4 and design (Int. Cl. 16) No 2,041.143, registered February 25, 1997
- I-4 and design (Int. Cl. 41) No 2,000.735, registered September 17, 1996
- "International Information Integrity Institute" (Int. Cl. 41) No 1,992,629 registered August 13, 1996