

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Rod Siren, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance (Execution Date(s) :

Execution Date(s) March 14, 2005

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Geltronics Security Solutions LLC

Internal

Address: _____

Street Address: 290 Concord Road

City: Billerica

State: MA

Country: USA Zip: 01821

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

Citizenship _____
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,992,629

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
"International Information Integrity Institute" in Int'l Class 41 Reg. Aug. 13, 1996.

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

Name: Michael K. Bosworth

Internal Address: _____

Street Address: P.O. Box 1404

City: Alexandria

State: VA Zip: 22313-0004

Phone Number: 650-622-2300

Fax Number: 650-622-2499

Email Address: michael.bosworth@bjpc.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 024800

Authorized User Name Michael Bosworth

9. Signature:



Signature

March 29, 2007

Date

Michael K. Bosworth

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 18

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

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GETRONICS SECURITY SOLUTIONS LLC

ACQUISITION OF

REDSIREN, INC.

MARCH 14, 2005

ASSET PURCHASE AGREEMENT

dated February 18, 2005

between

GETRONICS SECURITY SOLUTIONS LLC

and

REDSIREN, INC.

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Exhibits

Exhibit A -	Escrow Agreement
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Exhibit C -	Trademark Assignment
Exhibit D -	Instrument of Assumption
Exhibit E -	Opinion of Seller's counsel
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Exhibit G -	Termination Fee Escrow Agreement

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into as of February 18, 2005 by and between Getronics Security Solutions LLC, a Delaware limited liability company (the "Buyer"), and RedSiren, Inc., a Delaware corporation (the "Seller").

This Agreement contemplates a transaction in which the Buyer will purchase substantially all of the assets and assume certain of the liabilities of the Seller.

Capitalized terms used in this Agreement shall have the meanings ascribed to them in Article IX.

In consideration of the representations, warranties and covenants herein contained, intending to be legally bound hereby, the Parties agree as follows.

ARTICLE I

THE ASSET PURCHASE

1.1 Purchase and Sale of Assets.

(a) Upon and subject to the terms and conditions of this Agreement, the Buyer shall purchase from the Seller, and the Seller shall sell, transfer, convey, assign and deliver to the Buyer, at the Closing, for the consideration specified below in this Article I, all right, title and interest in, to and under the Acquired Assets.

(b) Notwithstanding the provisions of Section 1.1(a), the Acquired Assets shall not include the Excluded Assets.

1.2 Assumption of Liabilities.

(a) Upon and subject to the terms and conditions of this Agreement, the Buyer shall assume and become responsible for, from and after the Closing, the Assumed Liabilities.

(b) Notwithstanding the terms of Section 1.2(a) or any other provision of this Agreement to the contrary, the Buyer shall not assume or become responsible for, and the Seller shall remain liable for, the Retained Liabilities.

1.3 Purchase Price. The amount to be paid by the Buyer for the Acquired Assets shall be the Purchase Price. On the date hereof, the Buyer shall deposit the Termination Fee Escrow Amount with the Termination Fee Escrow Agent to secure the obligations of Buyer to pay to the Seller liquidating damages for the termination of this Agreement in accordance with, and only upon the circumstances specified in Section 8.2. If the Closing occurs, the Termination Fee shall be credited against the Purchase Price. The Termination Fee Escrow Fund shall be held by the Termination Fee Escrow Agent under the Termination Fee Escrow Agreement pursuant to the terms thereof. The Termination Fee Escrow Fund shall be held as a trust fund and shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any party, and shall be held and disbursed solely for the purposes and in accordance with the terms of the Termination Fee Escrow Agreement.

1.4 Escrow. At the Closing, the Escrow Amount shall be paid by the Buyer to the Escrow Agent for the purpose of securing the indemnification obligations of the Seller set forth in this Agreement. The Escrow Fund shall be held by the Escrow Agent under the Escrow Agreement pursuant to the terms thereof. The Escrow Fund shall be held as a trust fund and shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any party, and shall be held and disbursed solely for the purposes and in accordance with the terms of the Escrow Agreement.

1.5 The Closing.

(a) The Closing shall take place at the offices of Wilmer Cutler Pickering Hale and Dorr LLP in Boston, Massachusetts commencing at 9:00 a.m. local time on the Closing Date. All transactions at the Closing shall be deemed to take place simultaneously, and no transaction shall be deemed to have been completed and no documents or certificates shall be deemed to have been delivered until all other transactions are completed and all other documents and certificates are delivered.

(b) At the Closing:

(i) the Seller shall deliver to the Buyer the various certificates, instruments and documents referred to in Section 5.2;

(ii) the Buyer shall deliver to the Seller the various certificates, instruments and documents referred to in Section 5.3;

(iii) the Seller shall execute and deliver to the Buyer a bill of sale in substantially the form attached hereto as Exhibit B, one or more trademark assignments in substantially the form attached hereto as Exhibit C, and such other instruments of conveyance (such as assigned certificates or documents of title and assigned negotiable instruments) as the Buyer may reasonably request in order to effect the sale, transfer, conveyance and assignment to the Buyer of valid ownership of the Acquired Assets;

(iv) the Buyer shall execute and deliver to the Seller an instrument of assumption in substantially the form attached hereto as Exhibit D and such other instruments as the Seller may reasonably request in order to effect the assumption by the Buyer of the Assumed Liabilities;

(v) the Buyer shall pay to the Seller, payable by wire transfer or other delivery of immediately available funds to an account designated by the Seller, (A) the Purchase Price less (B) the sum of (i) the Escrow Amount and (ii) the Holdback Amount;

(vi) the Buyer, the Seller and the Escrow Agent shall execute and deliver the Escrow Agreement and the Buyer shall deposit the Escrow Amount with the Escrow Agent in accordance with Section 1.4;

(vii) the Seller shall cause the Seller Japan Subsidiary to transfer to Getronics Japan, LTD. any Acquired Assets held by the Seller Japan Subsidiary;

(viii) the Buyer shall pay to Earl Brandt the Brandt Payoff Amount, payable by wire transfer or other delivery of immediately available funds to an account designated by Earl Brandt;

(ix) the Buyer shall pay to PricewaterhouseCoopers LLP the PwC Payoff Amount, payable by wire transfer or other delivery of immediately available funds to an account designated by PricewaterhouseCoopers LLP;

(x) the Buyer shall pay to Reed Smith LLP the Reed Smith Closing Payoff Amount, payable by wire transfer or other delivery of immediately available funds to an account designated by Reed Smith LLP;

(xi) the Seller shall pay to Reed Smith LLP the Reed Smith Payoff Amount, payable by wire transfer or other delivery of immediate available funds to an account designated by Reed Smith LLP;

(xii) the Buyer shall pay to the Seller the Accrued Vacation Pay Amount, payable by wire transfer or other delivery of immediately available funds to an account designated by Seller; provided that the Seller shall promptly distribute the Accrued Vacation Pay Amount to each of the Seller's former employees for his or her accrued vacation as of the Closing Date;

(xiii) the Seller shall deliver to the Buyer, or otherwise put the Buyer in possession and control of, all of the Acquired Assets of a tangible nature; and

(xiv) the Buyer and the Seller shall execute and deliver to each other a cross-receipt evidencing the transactions referred to above.

1.6 Post-Closing Adjustments. The Purchase Price set forth in Section 1.3 shall be subject to adjustment after the Closing Date as follows:

(a) Within 90 days after the Closing Date, the Buyer shall prepare and deliver to the Seller the Draft Closing Balance Sheet. The Buyer shall prepare the Draft Closing Balance Sheet in accordance with GAAP applied on a basis consistent with the application of GAAP to the preparation of the Financial Statements, which shall set forth the Net Book Value.

(b) The Seller shall deliver to the Buyer, by the Objection Deadline Date, either a notice indicating that the Seller accepts the Draft Closing Balance Sheet or a detailed statement describing its objections (if any) to the Draft Closing Balance Sheet. If the Seller delivers to the Buyer a notice accepting the Draft Closing Balance Sheet, or the Seller does not deliver a written objection to the Draft Closing Balance Sheet by the Objection Deadline Date, then, effective as of the earlier of the date of delivery of such notice of acceptance or as of the close of business on the Objection Deadline Date, the Draft Closing Balance Sheet shall be deemed to be the Final Closing Balance Sheet. If the Seller timely objects to the Draft Closing Balance Sheet, such objections shall be resolved as follows:

(i) The Buyer and the Seller shall first use reasonable best efforts to resolve such objections.

(ii) If the Buyer and the Seller do not reach a resolution of all objections set forth on the Seller's statement of objections within 30 days after delivery of such statement of objections, the Buyer and the Seller shall, within 30 days following the expiration of such 30-day period, engage the Accountant, pursuant to an engagement agreement executed by the Buyer, the Seller and the Accountant, to resolve any remaining objections set forth on the Seller's statement of objections (the "Unresolved Objections").

(iii) The Buyer and the Seller shall jointly submit to the Accountant, within 10 days after the date of the engagement of the Accountant (as evidenced by the date of the engagement agreement), a copy of the Draft Closing Balance Sheet, a copy of the statement of objections delivered by the Seller to the Buyer, and a statement setting forth the resolution of any objections agreed to by the Buyer and the Seller. Each of the Buyer and the Seller shall submit to the Accountant (with a copy delivered to the other Party on the same day), within 45 days after the date of the engagement of the Accountant, a memorandum (which may include supporting exhibits) setting forth their respective positions on the Unresolved Objections. Each of the Buyer and the Seller may (but shall not be required to) submit to the Accountant (with a copy delivered to the other Party on the same day), within 60 days after the date of the engagement of the Accountant, a memorandum responding to the initial memorandum submitted to the Accountant by the other Party. Unless requested by the Accountant in writing, neither Party may present any additional information or arguments to the Accountant, either orally or in writing.

(iv) Within 90 days after the date of its engagement hereunder, the Accountant shall determine whether the objections raised by the Seller are appropriate and shall issue a ruling that shall include a balance sheet, comprised of the Draft Closing Balance Sheet as adjusted pursuant to any resolutions to objections agreed upon by the Buyer and the Seller and pursuant to the Accountant's resolution of the Unresolved Objections. Such balance sheet shall be deemed to be the Final Closing Balance Sheet.

(v) The resolution by the Accountant of the Unresolved Objections shall be conclusive and binding upon the Buyer and the Seller. The Buyer and the Seller agree that the procedure set forth in this Section 1.6(b) for resolving disputes with respect to the Draft Closing Balance Sheet shall be the sole and exclusive method for resolving any such disputes; provided that this provision shall not prohibit either Party from instituting litigation to enforce the ruling of the Accountant.

(vi) The Buyer and the Seller shall share equally the fees and expenses of the Accountant.

(c) If the Net Book Value as shown on the Final Closing Balance Sheet is less than negative \$739,000, the Purchase Price shall be reduced by such deficiency (the "NBV Deficit") and the Buyer shall pay to the Seller, by wire transfer or other delivery of immediately available funds, within three business days after the date on which the Final Closing Balance Sheet is finally determined pursuant to this Section 1.6, an amount equal to (i) the Holdback Amount less (ii) the NBV Deficit. If the NBV Deficit is greater than the Holdback Amount, the Buyer and the Seller shall, within three business days after the date on which the Final Closing Balance Sheet is finally determined pursuant to this Section 1.6, jointly instruct the Escrow Agent to release to the Buyer an amount equal to the amount by which the NBV Deficit exceeds the Holdback Amount.

(d) If the Net Book Value as shown on the Final Closing Balance Sheet exceeds negative \$739,000, the Purchase Price shall be increased by such excess amount (the "NBV Excess") and the Buyer shall pay to the Seller, by wire transfer or other delivery of immediately available funds, within three business days after the date on which the Final Closing Balance Sheet is finally determined pursuant to this Section 1.6, an amount equal to (i) the Holdback Amount plus (ii) the NBV Excess.

(e) If the Net Book Value as shown on the Final Closing Balance Sheet equals negative \$739,000 the Buyer shall pay to the Seller, by wire transfer or other delivery of immediately available

funds, within three business days after the date on which the Final Closing Balance Sheet is finally determined pursuant to this Section 1.6, an amount equal to the Holdback Amount.

1.7 Further Assurances. At any time and from time to time after the Closing, at the request of the Buyer and without further consideration, the Seller shall execute and deliver such other instruments of sale, transfer, conveyance and assignment and take such actions as the Buyer may reasonably request to more effectively transfer, convey and assign to the Buyer, and to confirm the Buyer's rights to, title in and ownership of, the Acquired Assets and to place the Buyer in actual possession and operating control thereof.

1.8 Working Capital. On the date hereof, the Buyer shall pay the Seller, by wire transfer to an account designated by the Seller, \$130,000 to fund the Seller's working capital requirements. On each of the seventh day after the date hereof, the fourteenth and twenty-first day after the date hereof (provided the Closing does not occur on or prior to the applicable date), the Buyer shall pay the Seller, by wire transfer to an account designated by the Seller, \$130,000 to fund the Seller's working capital requirements. It is acknowledged and understood that Buyer shall have no other obligations to fund, directly or indirectly, any working capital requirements of Seller. On the day preceding the Closing Date, the Buyer shall advise Seller in writing of any amounts advanced hereunder that have not been applied by the Buyer to working capital, and the Purchase Price shall be reduced by such amount. Getronics US Operations Inc. absolutely, irrevocably and unconditionally guarantees and becomes surety for, the full payment to the Seller of the payments made pursuant to this Section 1.8 when due and payable. This undertaking is an agreement of suretyship as well as of guaranty, is a guarantee of payment and not merely of collectability, and is in no way conditioned upon any attempt to collect from or proceed against the Buyer or any other event or circumstance. Getronics US Operations Inc.'s obligations hereunder shall not be affected by the voluntary or involuntary liquidation, dissolution, sale of all or substantially all of the assets, marshalling of assets and liabilities, receivership, conservatorship, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization or similar proceedings with respect to the Buyer.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Buyer that, except as set forth in the Disclosure Schedule, the statements contained in this Article II are true and correct as of the date of this Agreement and will be true and correct as of the Closing as though made as of the Closing, except to the extent such representations and warranties are specifically made as of a particular date (in which case such representations and warranties will be true and correct as of such date). The Disclosure Schedule shall be arranged in sections and subsections corresponding to the numbered and lettered sections and subsections contained in this Article II. The disclosures in any section or subsection of the Disclosure Schedule shall qualify other sections and subsections in this Article II only to the extent it is clear from a reading of the disclosure that such disclosure is applicable to such other sections and subsections. For purposes of this Article II, the phrase "to the knowledge of the Seller" or any phrase of similar import shall be deemed to refer to the actual knowledge of Douglas Goodall and Harvey Pollack, and solely with respect to the last sentence of Section 2.29, Michael Tomana, as well as any other knowledge that such persons would have possessed had they made reasonable inquiry of appropriate employees and agents of the Seller with respect to the matter in question. Except where the context otherwise requires, all references in this Article II to the "Seller" and the Seller's "Subsidiaries" shall refer to both RedSiren, Inc., and RedSiren Technology, Inc., a Pennsylvania corporation as RedSiren Inc.'s corporate predecessor, and their respective Subsidiaries.

precedent under Section 5.1 or 5.3 (unless the failure results primarily from a breach by the Seller of any representation, warranty or covenant contained in this Agreement).

8.2 Effect of Termination. Except as provided below, if this Agreement is terminated for any reason, all obligations of the Parties hereunder shall terminate without any liability of either Party to the other Party (except for any liability of a Party for willful breaches of this Agreement prior to such termination). If this Agreement is terminated by the Seller pursuant to Section 8.1(c) or 8.1(f) because of failure of any condition precedent in 5.1(b) attributable to a temporary restraining order, preliminary or permanent injunction or other order applying to Buyer or any condition precedent in Section 5.3, the Termination Escrow Fee shall be released to the Seller and all other obligations of the Parties hereunder shall terminate without any liability of either Party to the other Party (except for any liability of a Party for willful breaches of this Agreement prior to such termination).

ARTICLE IX

DEFINITIONS

For purposes of this Agreement, each of the following terms shall have the meaning set forth below.

"AAA" shall mean the American Arbitration Association.

"Accountant" shall mean an accountant, generally a member of the dispute resolution group, at a mutually agreed accounting firm.

"Acquired Assets" shall mean all of the assets, properties and rights of the Seller existing as of the Closing, including:

(a) all trade and other accounts receivable and notes and loans receivable that are payable to the Seller, and all rights to unbilled amounts for products delivered or services provided, together with any security held by the Seller for the payment thereof;

(b) all inventories of raw materials, work in process, finished goods, supplies, packaging materials, spare parts and similar items, wherever located, including consignment inventory and inventory held on order or in transit;

(c) all computers, machinery, equipment, tools and tooling, furniture, fixtures, supplies, leasehold improvements, motor vehicles and other tangible personal property;

(d) all real property, leaseholds and subleaseholds in real property, and easements, rights-of-way and other appurtenants thereto;

(e) all Intellectual Property;

(f) all rights under Assigned Contracts;

(g) all securities owned by the Seller, excluding all capital stock held by the Seller in the Seller Japan Subsidiary;

(h) all claims, prepayments, deposits, refunds, causes of action, choses in action, rights of recovery, rights of setoff and rights of recoupment;

(i) all Permits;

(j) all books, records, accounts, ledgers, files, documents, correspondence, lists (including customer and prospect lists), manufacturing and procedural manuals, Intellectual Property records, sales and promotional materials, studies, reports and other printed or written materials;

(k) all rights of the Seller in and with respect to the assets associated with its Employee Benefit Plans.

"Accrued Vacation Pay Amount" shall mean the amount payable as of the Closing by the Seller and its Subsidiaries to its employees in connection with accrued vacation time.

"Affiliate" shall mean any affiliate, as defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended.

"Agreed Amount" shall mean part, but not all, of the Claimed Amount.

"Allocation" shall have the meaning set forth in Section 6.1(c).

"Ancillary Agreements" shall mean the Escrow Agreement, the bill of sale and other instruments of conveyance referred to in Section 1.5(b)(iii), and the instrument of assumption and other instruments referred to in Section 1.5(b)(iv).

"Arbitrator" shall have the meaning set forth in Section 7.3(e).

"Assigned Contracts" shall mean any contracts, agreements or instruments to which the Seller is a party, including any agreements or instruments securing any amounts owed to the Seller, any leases or subleases of real property, any employment contracts and any licenses or sublicenses relating to Intellectual Property.

"Assumed Liabilities" shall mean all of the following liabilities of the Seller:

(a) all liabilities of the Seller set forth on the face of (and not solely in any notes to) the Most Recent Balance Sheet, to the extent they have not been paid or discharged prior to the Closing, except for the Specified Liabilities,

(b) all liabilities of the Seller which have arisen after the date of the Most Recent Balance Sheet in the Ordinary Course of Business, including with respect to frequency and amount, to the extent that they have not been paid or discharged prior to the Closing; provided that this clause (b) shall not encompass any such liabilities which relate to any breach of contract, breach of warranty, tort, infringement or violation of law or which arose out of any charge, complaint, action, suit, proceeding, hearing, investigation, claim or demand;

(c) all obligations of the Seller arising after the Closing under the Assigned Contracts;

- (a) all cash, short-term investments, deposits, bank accounts and other similar assets;
- (b) the corporate charter, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books and other documents relating to the organization and existence of the Seller as a corporation;
- (c) all rights relating to refunds, recovery or recoupment of Taxes;
- (d) any of the rights of the Seller under this Agreement or under the Ancillary Agreements; and
- (e) those assets listed on Schedule I.I(b) attached hereto.

"Expected Claim Notice" shall mean a notice that, as a result of a legal proceeding instituted by or written claim made by a third party, an Indemnified Party reasonably expects to incur Damages for which it is entitled to indemnification under Article VII.

"Financial Statements" shall mean:

(a) the audited consolidated balance sheets and statements of income, changes in stockholders' equity and cash flows of the Seller as of the end of and for each of the two fiscal years ended as of December 31, 2002 and the unaudited consolidated balance sheets and statements of income, changes in stockholders' equity and cash flows of the Seller as of and for the fiscal year ended as of December 31, 2003; and

(b) the Most Recent Balance Sheet and the unaudited consolidated statements of income, changes in stockholders' equity and cash flows for the eleven months ended as of the Most Recent Balance Sheet Date.

"Final Closing Balance Sheet" shall mean the balance sheet determined pursuant to the procedures set forth in Section 1.6(b).

"GAAP" shall mean United States generally accepted accounting principles.

"Governmental Entity" shall mean any court, arbitrational tribunal, administrative agency or commission or other governmental or regulatory authority or agency.

"Holdback Amount" shall mean \$500,000.

"Indemnified Party" shall mean a party entitled, or seeking to assert rights, to indemnification under Article VII of this Agreement.

"Indemnifying Party" shall mean the party from whom indemnification is sought by the Indemnified Party.

"Intellectual Property" shall mean all:

(a) patents, patent applications, patent disclosures and all related continuation, continuation-in-part, divisional, reissue, reexamination, utility model, certificate of invention and design patents, patent applications, registrations and applications for registrations;

(b) trademarks, service marks, trade dress, Internet domain names, logos, trade names and corporate names and registrations and applications for registration thereof;

(c) copyrights and registrations and applications for registration thereof;

(d) mask works and registrations and applications for registration thereof;

(e) computer software, data and documentation;

(f) inventions, trade secrets and confidential business information, whether patentable or nonpatentable and whether or not reduced to practice, know-how, manufacturing and product processes and techniques, research and development information, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information;

(g) other proprietary rights relating to any of the foregoing (including remedies against infringements thereof and rights of protection of interest therein under the laws of all jurisdictions); and

(h) copies and tangible embodiments thereof.

"Internal Systems" shall mean the internal systems of the Seller or any Subsidiary that are used in its business or operations, including computer hardware systems, software applications and embedded systems.

"Lease" shall mean any lease or sublease pursuant to which the Seller or a Subsidiary leases or subleases from another party any real property.

"Legal Proceeding" shall mean any action, suit, proceeding, claim, arbitration or investigation before any Governmental Entity or before any arbitrator.

"Materials of Environmental Concern" shall mean any: pollutants, contaminants or hazardous substances (as such terms are defined under CERCLA), pesticides (as such term is defined under the Federal Insecticide, Fungicide and Rodenticide Act), solid wastes and hazardous wastes (as such terms are defined under the Resource Conservation and Recovery Act), chemicals, other hazardous, radioactive or toxic materials, oil, petroleum and petroleum products (and fractions thereof), or any other material (or article containing such material) listed or subject to regulation under any law, statute, rule, regulation, order, Permit, or directive due to its potential, directly or indirectly, to harm the environment or the health of humans or other living beings.

"Most Recent Balance Sheet" shall mean the unaudited consolidated balance sheet of the Seller as of the Most Recent Balance Sheet Date.

"Most Recent Balance Sheet Date" shall mean November 30, 2004.

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

GETRONICS SECURITY SOLUTIONS LLC

By: [Signature]

Title: Secretary

REDSTREN, INC.
By: [Signature]

Title: Chief Executive Officer

Solely with respect to the guaranty set forth in Section 1.8 above.

GETRONICS US OPERATIONS INC.

By: [Signature]
Secretary

The following stockholders of the Seller hereby execute this Agreement for the limited purpose of agreeing to and becoming bound by the provisions of Section 4.3(b).

REDLEAF GROUP, INC.

By: [Signature]
Michael Tomana, Executive Officer

[Signature]
Harvey A. Pollack

**Section 2.13
of the
Disclosure Schedule
to
Asset Purchase Agreement
by and between
Getronics Security Solutions LLC
and
RedSiren, Inc.**

Intellectual Property

(a) Seller Trade Marks:

Seller owns unregistered trademarks in the United States for the following names: Red Siren, RedSiren, 1st View, 1st Watch, 1st Intelligence, Security Wellness Continuum. Seller holds a registration for the following trademarks with the United States Patent and Trademark offices:

- RedSiren (Reg # 2782258, registered 11/11/03)
- RedSiren (Reg # 2776140, registered 10/21/03)
- RedSiren and Design (Reg # 2561377, registered 4/16/02)
- PERIMETRIC (common law rights and Serial #76/176,928)
- V-SECURE (common law rights and Serial #76/176,927)
- VERITECT (common law rights and Serial #76/042,714 and 76/042,715)
- VIGILANCE (common law rights)
- WAREX (common law rights and Serial #76/176,929 and 76/176,930)
- I-4 (Int. Cl. 16; Reg # 1953067, registered January 30, 1996)
- I-4 (Int. Cl. 41, Reg # 1945771, registered January 2, 1996)
- I-4 and Design (Int. Cl. 16, Reg # 2041143m registered February 25, 1997)
- I-4 and Design (Int Cl. 41, Reg # 2000735, registered September 17, 1996)
- International Information Integrity Institute (Int Cl 41, Reg # 1992629 registered August 13, 1996)

Seller Domain Names:

- redsiren.com
- redsiren.net
- redsiren.org

- . i4online.com
- . I-4online.com
- . infosecu.com
- . infosecu.net
- . veritect.com
- . veritect.net
- . veritect.org
- . atomictangerine.net
- . atomictangerine.com
- . atomictangerine.net
- . securityportal.com
- . securityportal.net

Under the License Agreement with SRI International dated October 31, 2001 Seller has an unlimited, exclusive, world-wide, royalty-free perpetual license to use the following intellectual property:

- . All trade secrets, information, data, compilations, methods, processes and techniques of any kind related to I-4 and all tangible and intangible embodiments thereof of any kind
- . All works of authorship including text, data, photographs, artwork, books, manuals, reports, statistics, software, advertisements, brochures and promotional materials
- . Any and all material in the possession of individual employees developed in connection with or SRI's provision of I4 services, including reports, processes, methodologies, spreadsheets, and data
- . Copyrights and/or content for reports and research materials for I4 services

(c) None.

(d) The following reseller agreements provide rights of resell of Seller products and services by the specified third party:

- . Qwest Corporate Application Services Agreement, includes indemnity clause
- . TimeWarner Cable Reseller Agreement, includes indemnity clause
- . GeoLearning InfoSecU Reseller Agreement, includes indemnity clause
- . MIND InfoSecU Reseller Agreement (Japan)
- . Creative Business Concepts, Inc. Reseller Agreement, includes indemnity clause
- . AAA Networks Reseller Agreement, includes indemnity clause

TRADEMARK

RECORDED: 03/30/2007

REEL: 003519 FRAME: 0704