

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
CLIQUE COMMUNICATIONS INCORPORATED		12/31/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	IMAGE IQ, INC.
Street Address:	205 Rockingham Row
Internal Address:	Princeton Forrestal Village
City:	Princeton
State/Country:	NEW JERSEY
Postal Code:	08540
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78526113	C C
Serial Number:	77289087	CLIQUE COMMUNICATIONS
Serial Number:	77296477	CLIQUE COMMUNICATIONS
Serial Number:	78539594	IMAGEIQ
Serial Number:	77240953	HUE
Registration Number:	3112821	CLIQUECAM
Registration Number:	2994786	

CORRESPONDENCE DATA

Fax Number: (973)597-2400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 973-597-2500
 Email: lstrademark@lowenstein.com
 Correspondent Name: Vanessa A. Ignacio, Esq.

CH \$190.00 78526113

Address Line 1: Lowenstein Sandler PC
Address Line 2: 65 Livingston Avenue
Address Line 4: Roseland, NEW JERSEY 07068-1791

ATTORNEY DOCKET NUMBER:	21425/2
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.
Signature:	/Vanessa A. Ignacio/
Date:	02/13/2008

Total Attachments: 22

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ASSET PURCHASE AGREEMENT

by and between

CLIQUE COMMUNICATIONS INCORPORATED

and

IMAGE IQ, INC.

Dated as of December 31, 2007

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (the "Agreement"), is dated as of December 31, 2007, by and between Clique Communications Incorporated., a Delaware corporation ("Seller") and Image IQ, Inc., a Delaware corporation ("Purchaser").

WITNESSETH:

WHEREAS, Seller presently conducts the Business;

WHEREAS, the Stockholders (as defined below) are, collectively, the legal and beneficial owners of all of the capital stock of the Seller;

WHEREAS, Seller desire that the Seller sell, transfer and assign to Purchaser, and Purchaser desires to acquire and assume from Seller all of the Purchased Assets and Assumed Liabilities, all as more specifically provided herein;

WHEREAS, certain terms used in this Agreement are defined in Appendix I.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

1.1. Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser shall purchase, acquire and accept from Seller, and Seller shall sell, transfer, assign, convey and deliver to Purchaser all of Seller's right, title and interest in, to and under the Purchased Assets free and clear of all Liens. "Purchased Assets" shall mean all of the business, assets, properties, contractual rights, goodwill, going concern value, rights and claims of Seller related to the Business, wherever situated and of whatever kind and nature, real or personal, tangible or intangible, whether or not reflected on the books and records of Seller, including, but not limited to:

- (a) all of the Seller Intellectual Property listed on Exhibit 1.1 attached hereto;
- (b) the Real Property Lease;
- (c) all tangible assets and properties, including machinery and equipment, spare parts and supplies, motor vehicles, accessories, tooling, tools, dies, furniture, computers, telecommunications equipment, office equipment and supplies, furnishings and fixtures owned, used or held for use by or on behalf of the Company;
- (d) all information and data, sales and business records, books of account, files, invoices, inventory records, accounting records, product specifications, drawings, correspondence, engineering, maintenance, operating and production records, advertising materials, marketing materials, publications, customer lists, cost and pricing information,

business plans, catalogs, quality control records and manuals, blueprints, research and development files, records and laboratory books, patent disclosures, litigation and regulatory files, personnel records and customer credit records used in or held for use in connection with the Business or relating to the Purchased Assets;

(e) all rights of Seller under non-disclosure or confidentiality, non-compete, or non-solicitation agreements with employees or agents of Seller or with third parties to the extent relating to the Business or the Purchased Assets (or any portion thereof);

(f) all rights in and to all contracts, commitments, arrangements, agreements, leases or licenses, including the Real Property Lease, whether written or oral, to which the Seller is a party (the "Contracts"); and

(g) all goodwill and other intangible assets associated with the Business.

1.2. Assumed Liabilities. At Closing, the Purchaser shall assume, effective as of the Closing Date, and shall agree timely to perform, pay and discharge in accordance with their respective terms, all of the liabilities, obligations and commitments of Seller (the "Assumed Liabilities"), including, but not limited to:

(a) all of Seller's obligations under those certain promissory notes set forth on Exhibit 1.2 attached hereto (the "Notes");

(b) all of Seller's obligations under the Real Property Lease;

(c) all of Seller's obligations to its current employees, including, but not limited to, all payments of salary, benefits, insurance, and all or other similar payment obligations or arrangements; and

(d) all of Seller's obligations, whether for payment or otherwise, under the Contracts, including the Real Property Lease.

1.3. Closing. Subject to the terms and conditions of this Agreement, the sale and purchase of the Purchased Assets contemplated hereby (the "Closing") shall take place remotely via the exchange of documents and signatures, (i) at 10:00 a.m., on December 31, 2007, or (ii) such later time and date that is within three Business Days after all conditions to Closing set forth in Article VI have been satisfied and/or waived in accordance with this Agreement (the "Closing Date").

ARTICLE II

CONSIDERATION

2.1. Consideration. The aggregate consideration for the Purchased Assets shall be (i) the assumption by the Purchaser of the Assumed Liabilities and (ii) the indemnification by Purchaser of the Seller and the Stockholders in accordance with Article VII herein (collectively, the "Total Consideration").

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

The Seller hereby represents and warrants to the Purchaser that:

3.1. Organization and Good Standing. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted. Seller is duly qualified or authorized to do business as a foreign corporation and is in good standing under the laws of each jurisdiction in which it owns or leases real property and each other jurisdiction in which the conduct of its business or the ownership of its properties requires such qualification or authorization, except where the failure to be so qualified, authorized or in good standing would not have a Material Adverse Effect. Seller has no Subsidiaries.

3.2. Authorization of Agreement. Seller has all requisite power and authority to execute and deliver this Agreement and Seller has all requisite power, authority and legal capacity to execute and deliver each other agreement, document, or instrument or certificate contemplated by this Agreement or to be executed by Seller in connection with the consummation of the transactions contemplated by this Agreement (the "Seller Documents"), to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and each of the Seller Documents and the consummation of the transactions contemplated hereby and thereby have been duly authorized and approved by all requisite corporate action on the part of Seller. This Agreement has been, and each of the Seller Documents will be at or prior to the Closing, duly and validly executed and delivered by Seller and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each of the Seller Documents when so executed and delivered will constitute, legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller that:

4.1. Organization and Good Standing. Purchaser is a corporation validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own, lease and operate properties and carry on its business.

4.2. Authorization of Agreement. Purchaser has full corporate power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by Purchaser in connection with the consummation of the transactions contemplated hereby and thereby (the "Purchaser Documents"), and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Purchaser of this Agreement and each other Purchaser

Document have been duly authorized by all necessary corporate action on behalf of Purchaser. This Agreement has been, and each other Purchaser Document will be at or prior to the Closing, duly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each other Purchaser Document when so executed and delivered will constitute, the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

ARTICLE V

COVENANTS

5.1. Further Assurances.

(a) Each of Seller and Purchaser shall use its commercially reasonable efforts to (i) take all actions necessary or appropriate to consummate the transactions contemplated by this Agreement and (ii) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the transactions contemplated by this Agreement.

(b) From time to time following the Closing, Seller and Purchaser shall execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquittances and such other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to assure fully to Purchaser and its successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Purchaser under this Agreement and the Transfer Documents and to assure fully to Seller and its Affiliates and their successors and assigns, the assumption of the liabilities and obligations intended to be assumed by Purchaser under this Agreement and the Transfer Documents, and to otherwise make effective the transactions contemplated hereby and thereby.

ARTICLE VI

CLOSING DELIVERIES

6.1. Seller's Deliveries. At Closing, the Seller shall perform and/or deliver the following (any or all of which may be waived by the Purchaser in whole or in part to the extent permitted by applicable Law):

(a) the Seller shall deliver, or cause to be delivered, to the Purchaser a duly executed Bill of Sale in the form attached as Exhibit 6.1(a) hereto (the "Bill of Sale");

(b) the Seller shall deliver, or cause to be delivered, to the Purchaser a duly executed Assignment and Assumption Agreement, in the form attached as Exhibit 6.1(b) hereto (the "Assignment and Assumption Agreement");

6.2. Purchaser's Deliveries. At Closing, the Purchaser shall perform and/or deliver the following (any or all of which may be waived by the Seller in whole or in part to the extent permitted by applicable Law):

- (a) the Purchaser shall deliver the Total Consideration;
- (b) the Purchaser shall deliver, or cause to be delivered, to the Seller a duly executed Assignment and Assumption Agreement in the form attached as Exhibit 6.1(b) hereto.

ARTICLE VII

SURVIVAL AND INDEMNIFICATION

7.1. Survival of Representations and Warranties. The representations and warranties provided for in this Agreement shall survive the Closing for eighteen (18) months after the Closing Date (the "Survival Period").

7.2. Indemnification. The Purchaser shall indemnify and hold harmless (a) the Seller, its Affiliates, officers, directors, managers, members, employees, agents, successors and assigns and representatives, and any Person claiming by or through any of them, and/or (b) the Stockholders, their Affiliates, officers, directors, managers, members, employees, agents, successors and assigns and representatives, and any Person claiming by or through any of them, against and in respect of any and all claims, costs, expenses, damages, liabilities, losses or deficiencies (including, without limitation, counsel's fees and other costs and expenses incident to any suit, action or proceeding) (the "Damages") arising out of, resulting from or incurred in connection with (i) any inaccuracy in any representation or the breach of any warranty made by the Purchaser in this Agreement, (ii) the breach by the Purchaser of any covenant or agreement to be performed by it hereunder, (iii) any Assumed Liability and (iv) the operation of the Business following the Closing

7.3. Any Person providing indemnification pursuant to the provisions of Section 7.3 is hereinafter referred to as an "Indemnifying Party", and any Person entitled to be indemnified pursuant to the provisions of Section 7.3 is hereinafter referred to as an "Indemnified Party."

7.4. The provisions of Section 7.2 shall constitute the sole remedy of any Indemnified Party for Damages arising out of, resulting from or incurred in connection with (i) any inaccuracy in any representation or the breach of any warranty made by the Purchaser in this Agreement, (ii) the breach by the Purchaser of any covenant or agreement to be performed by it hereunder, (iii) any Assumed Liability and (iv) the operation of the Business following the Closing.

7.5. Procedures for Claims. In the case of any claim for indemnification arising from a claim of a third party, an Indemnified Party shall give prompt written notice, in no event more than ten (10) days following such Indemnified Party's receipt of such claim or demand, to the Indemnifying Party of any claim or demand which such Indemnified Party has knowledge and as to which it may request indemnification hereunder. The Indemnifying Party shall have the right

to defend and to direct the defense against any such claim or demand, in its name or in the name of the Indemnified Party, as the case may be, at the expense of the Indemnifying Party, and with counsel selected by the Indemnifying Party unless (i) such claim or demand seeks an order, injunction or other equitable relief against the Indemnified Party, or (ii) the Indemnified Party shall have reasonably concluded that (x) there is a conflict of interest between the Indemnified Party and the Indemnifying Party in the conduct of the defense of such claim or demand or (y) the Indemnified Party has one or more defenses not available to the Indemnifying Party. Notwithstanding anything in this Agreement to the contrary, the Indemnified Party shall, at the expense of the Indemnifying Party, cooperate with the Indemnifying Party, and keep the Indemnifying Party fully informed, in the defense of such claim or demand. The Indemnified Party shall have the right to participate in the defense of any claim or demand with counsel employed at its own expense; provided, however, that, in the case of any claim or demand described in clause (i) or (ii) of the second preceding sentence or as to which the Indemnifying Party shall not in fact have employed counsel to assume the defense of such claim or demand, the reasonable fees and disbursements of such counsel shall be at the expense of the Indemnifying Party. The Indemnifying Party shall have no indemnification obligations with respect to any such claim or demand which shall be settled by the Indemnified Party without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

ARTICLE VIII

MISCELLANEOUS

8.1. Third Party Beneficiaries. Each of the existing stockholders of Seller listed on Schedule A attached hereto (the "Stockholders") shall be third party beneficiaries of this Agreement solely for purposes of the indemnification provisions contained in Article VII herein. The Stockholders are not, and shall not be considered, third party beneficiaries of this Agreement for any other purpose.

8.2. Expenses. Each of Seller and Purchaser shall bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the transactions contemplated hereby and thereby.

8.3. Specific Performance. Purchaser and Seller each acknowledge that, in view of the uniqueness of the Purchased Assets, the Business and the transactions contemplated by this Agreement, the Seller Documents and the Purchaser Documents, a party would not have an adequate remedy at law for money damages if this Agreement, any Seller Document or any Purchaser Document is not performed in accordance with its respective terms. Each party to this Agreement therefore agrees that the any other party hereto shall be entitled to specific enforcement of the terms of this Agreement, any Seller Document and any Purchaser Document in addition to any other remedy to which it may be entitled, at law or in equity.

8.4. Entire Agreement; Amendments and Waivers. This Agreement (including the schedules, appendices and exhibits hereto), the Seller Documents and the Purchaser Documents represent the entire understanding and agreement among the parties hereto with respect to the

subject matter hereof and thereof and can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument signed by the party against whom enforcement of any such amendment, supplement, change or waiver is sought. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

8.5. Governing Law, Dispute Resolution. This Agreement and all matters arising directly or indirectly herefrom shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its principles of conflicts of laws. The parties hereto (a) hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the state courts of Delaware, or if such courts do not have jurisdiction, to the jurisdiction of the United States District Court for the District of Delaware for the purpose of any suit, action or other proceeding (including, without limitation, any equitable proceeding) arising out of or based, directly or indirectly, upon this Agreement, (b) agree not to commence any suit, action or other proceeding directly or indirectly arising out of or based upon this Agreement except in such courts, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

8.6. Notices. All notices and other communications given or made under this Agreement shall be in writing and shall be deemed effectively given (i) when delivered personally by hand, (ii) when sent by facsimile during normal business hours of the recipient (with written confirmation of transmission or if not so confirmed, the next Business Day), (iii) five (5) days after mailing by registered or certified mail (return receipt requested) or (iv) one (1) Business Day following the day sent by a nationally recognized overnight courier specifying overnight delivery (with written confirmation of receipt), in each case at the following addresses and facsimile numbers (or to such other address or facsimile number as a party may have specified by notice given to the other party pursuant to this provision):

If to Seller, to:

Clique Communications Incorporated
205 Rockingham Row
Princeton Forrestal Village
Princeton, NJ 08540

If to Purchaser, to:

Image IQ, Inc.
205 Rockingham Row
Princeton Forrestal Village
Princeton, NJ 08540

8.7. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

8.8. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Agreement except as provided below. No assignment of this Agreement or of any rights or obligations hereunder may be made by the Seller or the Purchaser, directly or indirectly (by operation of law or otherwise), without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void. No assignment of any obligations hereunder shall relieve the parties hereto of any such obligations. Upon any such permitted assignment, the references in this Agreement to Purchaser shall also apply to any such assignee unless the context otherwise requires.

8.9. Counterparts; Facsimile. This Agreement may be executed and delivered by facsimile signature and in one or more counterparts, each of which will be deemed to be an original signature and copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

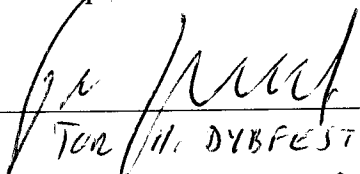
8.10. Joint Negotiation and Drafting. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers as of the date first written above.

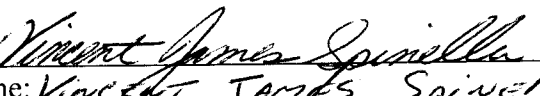
SELLER:

**CLIQUE COMMUNICATIONS
INCORPORATED**
a Delaware corporation

By: 
Name: TOM H. DYBREST
Title: SECRETARY & TREASURER

PURCHASER:

IMAGE IQ, INC.,
a Delaware corporation

By: 
Name: VINCENT JAMES SPINELLA
Title: PRESIDENT & CEO

APPENDIX I

DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings specified in this Appendix I:

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Business” means the business of creating and manufacturing High Definition technology.

“Business Day” means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

“Governmental Body” means any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state, or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

“Law” means any foreign, federal, state or local law (including common law), statute, code, ordinance, rule, regulation or other requirement.

“Liability” means any debt, loss, damage, adverse claim, liability or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability or otherwise), and including all costs and expenses relating thereto.

“Lien” means any lien, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude, proxy, voting trust or agreement, transfer restriction under any stockholder or similar agreement, encumbrance or any comparable other restriction or limitation whatsoever.

“Material Adverse Effect” means a material adverse effect on the Business or the Purchased Assets, taken as a whole; provided, however, that in no event shall any of the following, either alone or in combination, be deemed to constitute a Material Adverse Effect: (i) the disclosure of the transactions contemplated by this Agreement (including any action or inaction by any customer, supplier, employee or competitor), (ii) any act required or permitted by this Agreement, (iii) changes in generally accepted accounting principles in the United States or any law, regulation or rule, (iv) changes in the industry in which the Seller or the Buyer operates and not specifically related to such party, (v) any attack or outbreak or escalation of hostilities or acts of terrorism involving the United States or declaration of war by or against the United States, or (vi) changes in general economic conditions.

“Person” means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

“Real Property Lease” means that certain lease, dated as of [_____], by and among the Seller and [_____].

“Seller Intellectual Property” means all intellectual property rights owned or used by Seller set forth on Exhibit 1.1 attached hereto.

SCHEDULE A
STOCKHOLDERS

Class A Common Stock

Ernest J. Muir
Joan M. Muir
Ernest J. Muir Grantor Retained Annuity Trust
Joan M. Muir Grantor Retained Annuity Trust
Frank G. Batula
Donna M. Batula
Frank G. Batula Grantor Retained Annuity Trust
Donna M. Batula Grantor Retained Annuity Trust
Linda Spinella
Vincent J. Spinella
Vincent J. Spinella Grantor Retained Annuity Trust
Linda Spinella Grantor Retained Annuity Trust
VJS Green GRAT
VJS Platinum GRAT
VJS Gold GRAT
Gloria Mellina
Anthony Mellina
Anthony Mellina Grantor Retained Annuity Trust
Gloria Mellina Grantor Retained Annuity Trust
AAM Green GRAT
AAM Gold GRAT
David Vogelzang
Karen Vogelzang
David Vogelzang Grantor Retained Annuity Trust
Karen Vogelzang Grantor Retained Annuity Trust

Class B Common Stock

Tor Dybfest
Wayne Bordone

Series A Preferred Stock

Ernest J. Muir
Frank G. Batula
Vincent J. Spinella
Anthony Mellina
David Vogelzang
Brian Conway

EXHIBIT 1.1

SELLER INTELLECTUAL PROPERTY

SELLER INTELLECTUAL PROPERTY

Trademarks

<u>Mark</u>	<u>Serial No./Registration No.</u>
CC (Design)	Serial No.: 78/526,113
CLIQUE COMMUNICATIONS & DESIGN	Serial No.: 77/289,087
CLIQUE COMMUNICATIONS	Serial No.: 77/296,477
IMAGEIQ	Serial No.: 78/539,594
CLIQUECAM	Reg. No.: 3,112,821
Design Mark (boomerang type triangle)	Reg. No.: 2,994,786
HUE & Design	Serial No.: 77/240,953

EXHIBIT 1.2

NOTES

EXHIBIT 6.1(a)

FORM OF BILL OF SALE

EXHIBIT 6.1(b)

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

BILL OF SALE

This Bill of Sale dated December 31, 2007, is executed and delivered by Clique Communications Incorporated, a Delaware corporation (the "Seller"), to Image IQ, Inc., a Delaware corporation (the "Purchaser"). All capitalized terms used in this Bill of Sale but not otherwise shall have the meanings ascribed to them in that certain Asset Purchase Agreement, dated as of December 31, 2007, by and among the Seller, the Purchaser and the Stockholders (the "Agreement").

WHEREAS, pursuant to the Agreement, the Seller has agreed to sell, transfer, convey, assign and deliver to the Purchaser the Purchased Assets for the consideration specified in the Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby agrees as follows:

1. The Seller hereby sells, transfers, conveys, assigns and delivers to the Purchaser, its successors and assigns, to have and to hold forever, all right, title and interest in, to and under all of the Purchased Assets.

2. The Seller hereby covenants and agrees that it will, at the request of the Purchaser and without further consideration, execute and deliver such other instruments of sale, transfer, conveyance and assignment, and take such other action, as may reasonably be necessary to more effectively sell, transfer, convey, assign and deliver to, and vest in, the Purchaser, its successors and assigns, good, clear, record and marketable title to the Purchased Assets hereby sold, transferred, conveyed, assigned and delivered, or intended so to be sold, transferred, conveyed, assigned and delivered, and to put the Purchaser in actual possession and operating control thereof, to assist the Purchaser in exercising all rights with respect thereto and to carry out the purpose and intent of the Agreement.

3. The Seller does hereby irrevocably constitute and appoint the Purchaser, its successors and assigns, its true and lawful attorney, with full power of substitution, in its name or otherwise, and on behalf of the Seller, or for its own use, to claim, demand, collect and receive at any time and from time to time any and all of the Purchased Assets, and to prosecute the same at law or in equity and, upon discharge thereof, to complete, execute and deliver any and all necessary instruments of satisfaction and release.

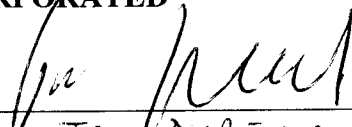
4. The Seller, by its execution of this Bill of Sale, and the Purchaser, by its acceptance of this Bill of Sale, each hereby acknowledge and agree that neither the representations and warranties nor the rights, remedies or obligations of any party under the Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this instrument to be duly executed under seal as of and on the date first above written.

SELLER:

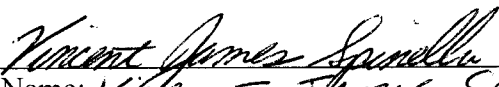
**CLIQUE COMMUNICATIONS
INCORPORATED**

By: 
Name: Tom DIBFEST
Title: CEO

ACCEPTED:

PURCHASER:

IMAGE IQ, INC.

By: 
Name: Vincent James Spinella
Title: President + CEO

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement, dated as of December 31, 2007 (this “**Assignment and Assumption Agreement**”), is made by and between Image IQ, Inc., a Delaware corporation (“**Purchaser**”), and Clique Communications Incorporated, a Delaware corporation (“**Seller**”).

The Purchaser and Seller are parties to that certain Asset Purchase Agreement, dated as of December 31, 2007 (the “**Agreement**”). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement..

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, on the terms and subject to the conditions of the Agreement, as of the date hereof the Seller assigns, transfers and conveys to Purchaser and Purchaser hereby assumes and agrees to pay, perform and discharge when due the Assumed Liabilities, to the extent not paid, performed or discharged on or before the date hereof.

This Assignment and Assumption Agreement constitutes an agreement solely between the parties hereto, and is not intended to and shall not confer any rights, remedies, obligations or liabilities, legal or equitable, on any Person other than the parties hereto and their respective successors, assigns and legal representatives, or otherwise constitute any Person a third party beneficiary under or by reason hereof, unless otherwise provided under the Agreement. This Assignment and Assumption Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one and the same instrument, and shall be governed by and construed in accordance with the internal laws of the State of Delaware without reference to choice of law principles thereof. This Assignment and Assumption Agreement may only be amended or modified in writing signed by the party against whom enforcement of such amendment or modification is sought.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be duly executed on their behalf by the undersigned, thereunto duly authorized, as of the day and year first above written.

**CLIQUE COMMUNICATIONS
INCORPORATED**

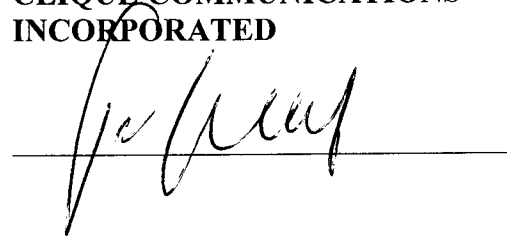
A handwritten signature in black ink, appearing to read "Joe [unclear]", is written over a horizontal line.

IMAGE IQ, INC.

A handwritten signature in black ink, reading "Vincent James Spinella", is written over a horizontal line.

[Signature Page to Clique Communications Incorporated/Image IQ, Inc. Assignment and Assumption Agreement.]