

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
Cascade Promotion Corporation		05/08/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Maritz Motivation Inc.
Street Address:	1375 North Highway Drive
City:	Fenton
State/Country:	MISSOURI
Postal Code:	63099
Entity Type:	CORPORATION: MISSOURI

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	78769963	CASCADE
Serial Number:	78769957	CASCADE REWARDS SOMEONE ON EARTH EVERY MINUTE OF EVERY DAY
Serial Number:	78810808	CASCADE COMPS
Serial Number:	78807931	CASCADE REWARDS
Serial Number:	78810056	CASCADE POINTS
Serial Number:	77421263	EVERYTHING GREEN REWARDS
Registration Number:	3232748	DELIVERING RESULTS WITH INSPIRING REWARDS
Registration Number:	3241551	REWARDING SOMEONE ON EARTH EVERY MINUTE OF EVERY DAY
Registration Number:	3219152	PLAY TO EARN REWARDS
Registration Number:	3464297	CASCADE TRAVEL CONCIERGE
Registration Number:	3433311	EVERYTHING REWARDS
Registration Number:	3450110	EVERYTHING REWARDS POINTS

CORRESPONDENCE DATA

900115872

**TRADEMARK
 REEL: 003850 FRAME: 0954**

CH \$315.00 78769963

Fax Number: (314)231-4342
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: kbastunas@senniger.com
Correspondent Name: Paul I. J. Fleischut/Senniger Powers LLP
Address Line 1: 100 North Broadway, 17th Floor
Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	MRZ 9851:PIF/KSB
NAME OF SUBMITTER:	Paul I. J. Fleischut
Signature:	/paul fleischut/
Date:	09/11/2008

Total Attachments: 11
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ASSET PURCHASE AGREEMENT

by and between

MARITZ MOTIVATION INC.

and

CASCADE PROMOTION CORPORATION

and, for limited purposes,

STUART BIRGER

and

MARITZ INC.

Dated as of May 8, 2008

Asset Purchase Agreement

This ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of this 8th day of May, 2008, by and among MARITZ MOTIVATION INC., a Missouri corporation ("Buyer"), and CASCADE PROMOTION CORPORATION, a California corporation ("Seller"), and, solely for purposes of Article 5, Section 6.7 and Article 9, STUART BIRGER (the "Principal Shareholder"), and solely for purposes of Section 6.10, MARITZ INC., a Missouri corporation ("Parent"). Capitalized terms are defined in Article 1.

RECITALS

A. Buyer desires to purchase the Purchased Assets and to assume the Assumed Liabilities, on the following terms and conditions;

B. Seller desires to sell the Purchased Assets and assign the Assumed Liabilities to Buyer, on the following terms and conditions;

C. In order to further induce Buyer to purchase the Purchased Assets and to assume the Assumed Liabilities, the Principal Shareholder desires to make certain covenants to Buyer as set forth herein; and

D. In order to further induce Seller to sell the Purchased Assets and assign the Assumed Liabilities to Buyer, Parent, the direct parent corporation of Buyer, desires to make certain guarantees to Seller as set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, representations, warranties, conditions, and agreements hereinafter expressed, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Without limiting the effect of any other terms defined in the text of this Agreement, the following words shall have the meaning given them in this Article 1.

1.1. "Accountant" means UHY Advisors or such other certified public accountant at a national accounting firm that has no material relationship with any of the Parties as the Parties may mutually agree upon.

1.2. "Accounts Payable" means the trade accounts payable of Seller incurred in the Ordinary Course.

1.3. "Accounts Receivable" means all accounts receivable and other rights to payment from customers of the Business.

1.4. "Action" has the meaning set forth in Section 3.8.

1.5. "Affiliate" means with respect to any Person, any other Person which is controlling, controlled by, or under common control with, directly or indirectly through any

1.88. “Seller’s Employees” means each person that is an employee of Seller, including employees on disability or leave of absence, on the Closing Date.

1.89. “Seller’s Knowledge” means the current actual knowledge of the Principal Shareholder after reasonable inquiry or investigation.

1.90. “Shortfall Amount” has the meaning set forth in Section 7.6.

1.91. “Straddle Period” has the meaning set forth in Section 6.2(b).

1.92. “Tax Returns” means all returns, reports, estimates, declarations, claims for refund, information returns or statements relating to, or required to be filed in connection with any Taxes, including any schedule or attachment thereto, and including any amendment thereof.

1.93. “Taxes” means all taxes, charges, fees, duties, levies, or other like assessments, including without limitation income, gross receipts, ad valorem, value added, alternative minimum, premium, stamp, excise, real property, personal property, windfall profit, sales, use, transfer, license, withholding, social security, payroll, unemployment, disability, PBGC premium, and franchise taxes imposed by any Government; and shall include any interest, fines, penalties, assessments, or additions to tax resulting from, attributable to, or incurred in connection with any such Taxes, any obligation to pay the Taxes of others (by contract or as a result of successor or transferee liability, pursuant to Treasury Regulation section 1.1502-6 or otherwise) or any contest or dispute of any of the foregoing.

1.94. “Third Person” has the meaning set forth in Section 9.5.

1.95. “Third Person Claim” has the meaning set forth in Section 9.5.

1.96. “Trademarks” mean all registered and unregistered U.S. and foreign trademarks, service marks, all federal and state registrations thereof and all pending applications for registration thereof.

1.97. “Trade Names” mean (i) names, (ii) brand names, and (iii) logos and all other names and slogans.

1.98. “Transferred Employees” has the meaning set forth in Section 6.3(a).

1.99. “VEBA” means the Voluntary Employees’ Beneficiary Association.

1.100. “WARN” has the meaning set forth in Section 6.3(c).

ARTICLE 2
PURCHASE AND SALE OF THE PURCHASED ASSETS

2.1 Purchased Assets.

(a) Subject to the terms and conditions hereof, on the Closing Date and as of the Effective Time, Seller hereby agrees to sell, convey, assign and deliver to Buyer, and Buyer

hereby agrees to purchase and accept from Seller, free and clear of all Liens (other than Permitted Liens), all right, title and interest of Seller in and to the Purchased Assets.

(b) In the event that the legal interest in any of the Purchased Assets to be sold, assigned, transferred or conveyed pursuant to this Agreement, or any claim, right or benefit arising thereunder or resulting therefrom cannot be sold, assigned, transferred or conveyed hereunder as of the Closing Date because any waiting or notice period has not expired or any consents or approvals required for such transfer have not been obtained or waived, then the legal interest in such Purchased Assets shall not be sold, assigned, transferred or conveyed unless and until such waiting or notice period shall have expired or until approval, consent or waiver thereof is obtained. Seller and Buyer shall use commercially reasonable efforts to cooperate in obtaining such consents or approvals as may be necessary to complete such transfers as soon as practicable. Nothing in this Agreement shall be construed as an attempt to assign to Buyer any legal interest in any of the Purchased Assets which, as a matter of law or by the terms of any legally binding contract, engagement or commitment to which Seller is subject, is not assignable without the consent of any other party, unless such consent shall have been given. Pending the assignments, conveyances and transfers referred to in this paragraph, Seller shall hold any such non-assigned Purchased Assets for the benefit and at the risk of Buyer and shall cooperate with Buyer, without the payment of any additional consideration by Seller or Buyer, in any lawful and reasonable arrangements designed to provide the benefits of ownership thereof to Buyer.

2.2 Assumed Liabilities.

(a) Subject to the terms and conditions hereof, on the Closing Date and as of the Effective Time, Seller agrees to assign and transfer to Buyer and Buyer agrees to assume from Seller, and subsequently perform and/or pay, as applicable, all Ordinary Course liabilities and obligations of Seller incurred in connection with the Business and in existence as of the Effective Time, except to the extent any such liabilities and obligations of Seller are specifically set forth in Section 2.2(d) or the definition of Excluded Liabilities (collectively, the “Assumed Liabilities”). The Assumed Liabilities shall include, without limitation:

(i) liabilities and obligations reflected, described and/or accrued on the Interim Balance Sheet (except to the extent disposed of in the Ordinary Course since the date thereof), together with all such liabilities and obligations incurred or accrued since the date of the Interim Balance Sheet and up to the Effective Time in the Ordinary Course;

(ii) Accounts Payable as of the Effective Time; and

(iii) the obligations of Seller under the Contracts listed on Schedule 2.2(a)(iii) (the “Assumed Contracts”) the extent such obligations (A) are applicable to and accrue with respect to periods subsequent to the Effective Time or (B) are otherwise related to or arise in connection with any other Assumed Liabilities.

(b) For the avoidance of doubt, no provision of this Agreement relating to the apportionment or proration of, or indemnification for, certain costs and expenses between Buyer

Knowledge, is not subject to a variance. To Seller's Knowledge, there is no proposed, pending or threatened change in any such code, ordinance, regulation or standard which would materially adversely affect the Business.

(d) At and immediately following the Closing, Buyer shall have the right to use the Leased Real Property, and to conduct such activities thereon, as used or conducted by Seller on the date hereof. To Seller's Knowledge, no proceeding is pending or threatened which could adversely affect the zoning classification of the Leased Real Property.

(e) To Seller's Knowledge, no part of any improvements on the Leased Real Property encroaches upon any property adjacent thereto or upon any easement, nor is there any encroachment or overlap upon the Leased Real Property.

(f) Except as set forth in Schedule 3.9(f), to Seller's Knowledge, there is no material condition affecting the Leased Real Property or the improvements located thereon which requires repair or correction to restore the same to reasonable operating condition.

3.10 Title to Purchased Assets. Except for Permitted Liens and except as disclosed on Schedule 3.10, Seller has good and marketable title to the Purchased Assets, free and clear of all Liens, and, to Seller's Knowledge, there exists no restriction on the use or transfer of the Purchased Assets. All of the tangible assets included in the Purchased Assets have been maintained in accordance with normal industry practice, are in good operating condition and repair (subject to normal wear and tear), and are reasonably suitable for the purposes for which they are presently used and proposed to be used by Seller.

3.11 Necessary Property. The Purchased Assets, the Assumed Liabilities, the Excluded Assets and the Excluded Liabilities constitute all property and property rights now used by Seller for the conduct of the Business in the Ordinary Course. There exists no condition, restriction or reservation affecting the title to or utility of the Purchased Assets or the Assumed Liabilities which would prevent Buyer from utilizing the Purchased Assets or enforcing the rights under the Assumed Liabilities, or any part thereof, to the same full extent that Seller might continue to do so if the sale and transfer contemplated hereby did not take place. Upon the Closing and subject to obtaining any applicable consents as contemplated herein, good and marketable title to the Purchased Assets and the rights under the Assumed Liabilities shall be vested in Buyer free and clear of all Liens (except Permitted Liens).

3.12 Intellectual Property.

(a) Schedule 3.12 sets forth a complete and accurate list of all Patents, Trademarks, invention disclosures, domain names, copyright registrations and applications therefor, and all extensions and renewals for any of the foregoing, that are included in the Intellectual Property owned or used by Seller in connection with the Business.

(b) Seller is the sole and exclusive owner of all right, title and interest in and to all Intellectual Property on Schedule 3.12 identified as owned by Seller, free and clear of all Liens (other than Permitted Liens), including obligations to transfer or license such Intellectual Property, and there exists no restriction on the use or transfer or licensing of such Intellectual Property. Seller owns or is licensed or otherwise possesses the legal rights to use, free and clear

of all Liens (other than Permitted Liens), all Intellectual Property necessary for, or used in, the operations of Seller (including, without limitation, the conduct of the Business) as such operations are presently conducted and as proposed by Seller to be conducted.

(c) Subject to obtaining any applicable consents as contemplated herein, the consummation of the transactions contemplated hereby will not alter, impair, extinguish or invalidate any Intellectual Property owned or used by Seller.

(d) Except as set forth on Schedule 3.12, (i) there has been no claim made, or, to Seller's Knowledge, threatened, by or against Seller (and Seller has not been a party to any action, suit, investigation or proceeding including such a claim), and (ii) Seller has not received notice of any such claim, asserting the invalidity, misuse or unenforceability, infringement, misappropriation or other violation of any Intellectual Property, or challenging Seller's ownership of or rights to use or license any Intellectual Property, and, to Seller's Knowledge, there are no reasonable grounds for any such claim or challenge.

(e) Except as set forth on Schedule 3.12, (i) to Seller's Knowledge, the use in connection with the Business of the Intellectual Property owned or used by Seller does not infringe, misappropriate or otherwise violate the rights of any Person, (ii) no notice of infringement, misappropriation or other violation that is still unresolved has been received by Seller and (iii) to Seller's Knowledge, Seller (whether directly, as a contributory infringer, through inducement or otherwise), each of the products and services offered by or contemplated to be offered by or on behalf of Seller, and each of the processes used by or at the direction of Seller, has not infringed, misappropriated or otherwise violated, and does not infringe, misappropriate or otherwise violate, any proprietary rights of any person.

(f) To Seller's Knowledge, there is not and has not been any unauthorized use or disclosure, infringement, misappropriation or other violation by any Person (including without limitation, any employee or consultant of Seller) of any of the Intellectual Property owned or used by Seller, and, to Seller's Knowledge, there are no facts raising a reasonable likelihood of such unauthorized use or disclosure, infringement, misappropriation or other violation.

(g) Seller is taking or has taken the actions reasonably necessary to maintain and protect all Intellectual Property that is owned by it. To Seller's Knowledge, none of the Intellectual Property used or held for use by Seller, the value of which to Seller is or was contingent upon maintenance of the confidentiality thereof, has been disclosed to any Person except Persons under the obligation to maintain the confidentiality thereof. Each of Seller's employees, officers and consultants that has created any Intellectual Property used or held for use by Seller, has executed a written assignment for the transfer of ownership of such Intellectual Property to Seller.

(h) To Seller's Knowledge, the Intellectual Property owned or used by Seller is valid and enforceable.

(i) Except as set forth on Schedule 3.12, Seller does not have any obligation to compensate any Person for its use of any Intellectual Property.

(j) Seller has not granted to any Person, any license (whether oral, written, implied or otherwise) to use any of its Intellectual Property, whether or not requiring payment of royalties, except for implied licenses granted by Seller in connection with the sale of products in the Ordinary Course.

(k) Seller has not given to any person any warranty, indemnification obligation or hold harmless obligation in connection with any Intellectual Property, except for statutory warranties given in the Ordinary Course in connection with the sale of goods and any indemnification obligation or hold harmless obligation expressly set forth in any license or similar agreement respecting the use of Intellectual Property licensed by Seller.

(l) Except as disclosed on Schedule 3.12 and subject to the terms of any license or similar agreement respecting the use of Intellectual Property licensed to Seller, Seller has the right to use and disclose, without obligations to any other person, all Intellectual Property owned by or licensed to Seller.

3.13 No Breaches of Law or Governing Documents; Licenses and Permits.

(a) Seller (with respect to the Business) is not and has not been in default under or in breach or violation of any Law or the provisions of any Government permit, franchise, or license, or any provision of its organizational documents, as applicable, except where such default, breach or violation would not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect. Seller has not received any notice alleging such default, breach or violation. Neither the execution of this Agreement nor the Closing do or will constitute or result in any such default, breach or violation.

(b) To Seller's Knowledge, (i) Seller holds all Government licenses, permits and other authorizations and approvals required to conduct the Business as presently conducted, (ii) each such license, permit, authorization or approval is valid, in full force and effect, and listed on Schedule 3.13, (iii) except as set forth on Schedule 3.13, upon Closing, Buyer will have all right and authority to conduct its activities pursuant to such licenses and permits (to the extent such licenses and permits are transferable to Buyer under applicable Law), (iv) Seller is in compliance in all material respects with each such license, permit, authorization and approval and (v) except as set forth on Schedule 3.13, neither the execution of this Agreement nor the Closing do or will constitute or result in a default under or violation of any such permit, license, authorization or approval.

(c) This Section 3.13 shall not apply to (i) Tax matters (as to which no representation is made other except as set forth in Section 3.5), (ii) IRCA matters (as to which no representation is made other except as set forth in Section 3.17(e)), (iii) labor matters (as to which no representation is made other except as set forth in Section 3.18), (iv) employee benefits and wage matters (as to which no representation is made other except as set forth in Sections 3.19 and 3.20), (v) environmental matters (as to which no representation is made other except as set forth in Section 3.25), or (vi) foreign export control matters (as to which no representation is made other except as set forth in Section 3.26).

Schedule 3.12 – Intellectual Property

Owned Intellectual Property

Trademark List by Case Number

Page: 1

Case Number Country Name	Trademark	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal	Status Date
C1209.20000US00 United States of America	CASCADE (BLOCK) <i>Class(es): 35</i> <i>Client: Cascade Promotion Corporation</i> <i>Agent Name:</i> <i>Owner Name: Cascade Promotion Corporation</i>	78/769963 09-Dec-2005			SUSPENDED	10-Jul-2007
C1209.20001US00 United States of America	DELIVERING RESULTS WITH INSPIRING REWARDS (BLOCK) <i>Class(es): 35 Int.</i> <i>Client: Cascade Promotion Corporation</i> <i>Agent Name:</i> <i>Owner Name: Cascade Promotion Corporation</i>	78/769959 09-Dec-2005	06-Feb-2007	3232748 24-Apr-2007	Registered	24-Apr-2007
C1209.20002US00 United States of America	CASCADE REWARDS SOMEONE ON EARTH EVERY MINUTE OF EVERY DAY (BLOCK) <i>Class(es): 35</i> <i>Client: Cascade Promotion Corporation</i> <i>Agent Name:</i> <i>Owner Name: Cascade Promotion Corporation</i>	78/769957 09-Dec-2005			SUSPENDED	10-Jul-2007
C1209.20003US00 United States of America	REWARDING SOMEONE ON EARTH EVERY MINUTE OF EVERY DAY (BLOCK) <i>Class(es): 35 Int.</i> <i>Client: Cascade Promotion Corporation</i> <i>Agent Name:</i> <i>Owner Name: Cascade Promotion Corporation</i>	78/771477 12-Dec-2005	27-Feb-2007	3241551 15-May-2007	Registered	15-May-2007

Trademark List by Case Number

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Case Number Country Name	Trademark	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal	Status Date
C1209.20004US00 United States of America	REWARDS INSIDE (BLOCK) <i>Class(es): 35</i> <i>Client: Cascade Promotion Corporation</i> <i>Agent Name:</i> <i>Owner Name: Cascade Promotion Corporation</i>	78/808027 06-Feb-2006			Closed	12-May-2006
C1209.20005US00 United States of America	PLAY TO EARN REWARDS (BLOCK) <i>Class(es): 35 Int.</i> <i>Client: Cascade Promotion Corporation</i> <i>Agent Name:</i> <i>Owner Name: Cascade Promotion Corporation</i>	78/807929 06-Feb-2006		3219152 13-Mar-2007	Registered	13-Mar-2007
C1209.20006US00 United States of America	CASCADE COMPS (BLOCK) <i>Class(es): 35 Int.</i> <i>Client: Cascade Promotion Corporation</i> <i>Agent Name:</i> <i>Owner Name: Cascade Promotion Corporation</i>	78/810808 09-Feb-2006			SUSPENDED	10-Jul-2007
C1209.20007US00 United States of America	GAMING REWARDS (BLOCK) <i>Class(es): 35</i> <i>Client: Cascade Promotion Corporation</i> <i>Agent Name:</i> <i>Owner Name: Cascade Promotion Corporation</i>	78/807936 06-Feb-2006			ABANDONED	29-Aug-2007

Trademark List by Case Number

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Case Number Country Name	Trademark	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal	Status Date
C1209.200910US00 United States of America	CASCADE REWARDS (BLOCK) <i>Class(es): 35</i> <i>Client: Cascade Promotion Corporation</i> <i>Agent Name:</i> <i>Owner Name: Cascade Promotion Corporation</i>	78/807931 06-Feb-2006		<i>Attorney(s): DW</i> <i>Client Ref:</i> <i>Agent Ref:</i> <i>Register:</i>	SUSPENDED	10-Jul-2007
C1209.200910US00 United States of America	CASCADE POINTS (BLOCK) <i>Class(es): 35</i> <i>Client: Cascade Promotion Corporation</i> <i>Agent Name:</i> <i>Owner Name: Cascade Promotion Corporation</i>	78/810056 08-Feb-2006		<i>Attorney(s): DW</i> <i>Client Ref:</i> <i>Agent Ref:</i> <i>Register:</i>	SUSPENDED	10-Jul-2007
C1209.200100US00 United States of America	CASCADE TRAVEL CONCIERGE (BLOCK) <i>Class(es): 35,39,43</i> <i>Client: Cascade Promotion Corporation</i> <i>Agent Name:</i> <i>Owner Name: Cascade Promotion Corporation</i>	78/863672 18-Apr-2006	31-Jul-2007	<i>Attorney(s): DW</i> <i>Client Ref:</i> <i>Agent Ref:</i> <i>Register:</i>	Published	31-Jul-2007
C1209.200110US00 United States of America	REWARD SPOT (BLOCK) <i>Class(es): 35 Int.</i> <i>Client: Cascade Promotion Corporation</i> <i>Agent Name:</i> <i>Owner Name: Cascade Promotion Corporation</i>	78/893671 26-May-2006		<i>Attorney(s): DW</i> <i>Client Ref:</i> <i>Agent Ref:</i> <i>Register: P</i>	Abandoned	19-Jul-2006

Trademark List by Case Number

Page: 4

Case Number Country Name	Trademark	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal	Status Date
C1209.200120US00 United States of America	EVERYTHING REWARDS (BLOCK) <i>Class(es): 35</i> <i>Client: Cascade Promotion Corporation</i> <i>Agent Name:</i> <i>Owner Name: Cascade Promotion Corporation</i>	78/929686 34-Jul-2006	03-Apr-2007	<i>Attorney(s): DW</i> <i>Client Ref:</i> <i>Agent Ref:</i> <i>Register:</i>	Published	03-Apr-2007
C1209.200130US00 United States of America	EVERYTHING REWARDS POINTS (BLOCK) <i>Class(es): 35 Int.</i> <i>Client: Cascade Promotion Corporation</i> <i>Agent Name:</i> <i>Owner Name: Cascade Promotion Corporation</i>	77/034319 01-Nov-2006	27-Feb-2007	<i>Attorney(s): DW</i> <i>Client Ref:</i> <i>Agent Ref:</i> <i>Register: P</i>	Published	27-Feb-2007
C1209.200140US00 United States of America	EVERYTHING GREEN REWARDS (BLOCK) <i>Class(es): 35</i> <i>Client: Cascade Promotion Corporation</i> <i>Agent Name:</i> <i>Owner Name: Cascade Promotion Corporation</i>	13-Mar-2008	Pending	<i>Attorney(s): DW</i> <i>Client Ref:</i> <i>Agent Ref:</i> <i>Register:</i>	Pending	22-Mar-2008

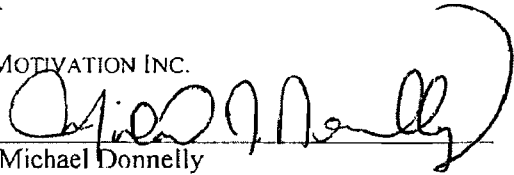
Other Licenses:

- Seller's contracts with customers and vendors allow the use of logos, trademarks, and other related materials in conjunction with general business activities.
- Seller has licensed the following software in connection with normal business operations:
 - MAS 5000 from Sage Software
 - General Ledger and Frx financial reporting
 - Accounts Payable
 - Accounts Receivable
 - Cash Management
 - Sales Order Processing

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed as of the date first above written.

"BUYER"

MARITZ MOTIVATION INC.

By: 
Name: Michael Donnelly
Title: Chief Executive Officer

"SELLER"


CASCADE PROMOTIONS CORPORATION

By: _____
Name: _____
Title: _____

**Solely for purposes of Article 5, Section 6.7 and
Article 9:
"PRINCIPAL SHAREHOLDER"**

Stuart Birger

**Solely for purposes of Section 6.10:
"Parent"**

By: 
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed as of the date first above written.

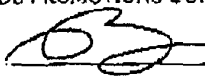
"BUYER"

MARITZ MOTIVATION INC.

By: _____
Name: Michael Donnelly
Title: Chief Executive Officer

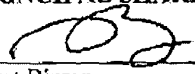
"SELLER"

CASCADE PROMOTIONS CORPORATION

By:  _____
Name: Stuart Birger
Title: CEO

Solely for purposes of Article 5, Section 6.7 and Article 9:

"PRINCIPAL SHAREHOLDER"

 _____
Stuart Birger

Solely for purposes of Section 6.10:
"Parent"

By: _____
Name:
Title: