

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vencore Solutions LLC		04/11/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Data Transfer, LLC		
Street Address:	51 South Main Street		
City:	Pittsford		
State/Country:	NEW YORK		
Postal Code:	14534		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78288619	MIGO	
Serial Number:	78782562	MIGO	
Serial Number:	78782573	MIGO	
Serial Number:	78979147	MIGO	
Serial Number:	78979146	MIGO	
Serial Number:	77130683	MIGO	
CORRESPONDENCE DATA			
Fax Number:	(612)746-3006		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4049495730		
Email:	sikora@daiplaw.com		
Correspondent Name:	Peter S. Dardi, Ph.D.		
Address Line 1:	Dardi & Associates, PLLC		
Address Line 2:	220 South Sixth Street, Suite 2000		
Address Line 4:	Minneapolis, MINNESOTA 55402		

CH \$165.00 78288619

ATTORNEY DOCKET NUMBER:	5038.000001
NAME OF SUBMITTER:	Peter S. Dardi, Ph.D.
Signature:	/Peter S. Dardi/
Date:	01/19/2009

Total Attachments: 14

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ASSIGNMENT AND PURCHASE AGREEMENT

This ASSIGNMENT AND PURCHASE AGREEMENT ("AGREEMENT") is dated as of April 11, 2008 (the "Effective Date"), between VENCORE SOLUTIONS LLC, a Delaware limited liability company ("Assignor") and DATA TRANSFER, LLC (the "Assignee").

RECITALS

A. Assignor entered into the Loan and Security Agreement Number 1707, dated as of August 16, 2007, with Migo Software, Inc., a Delaware corporation ("Borrower") the "Loan Agreement"; capitalized terms used herein without definition shall have the meanings assigned to them in the Loan Agreement), and Assignor made Advances thereunder to Borrower in an aggregate principal amount outstanding of Two Million Dollars (\$2,000,000), as evidenced by (i) Promissory Note Number 01, dated as of August 16, 2007, in the original principal amount of One Million Dollars (\$1,000,000), executed by Borrower to the order of Assignor, and (ii) Promissory Note Number 02, dated as of September 21, 2007, in the original principal amount of One Million Dollars (\$1,000,000), executed by Borrower to the order of Assignor (collectively the "Notes"). The principal outstanding, interest accrued and other Obligations outstanding total One Million Eight Hundred Forty-Two Thousand Three Hundred Eighty-Four Dollars and Forty-Five Cents (\$1,842,384.45)(the "Outstanding Obligations").

B. Borrower granted to Assignor a security interest in the Collateral to secure its payment and performance of the Obligations.

C. Assignor issued a Notice of Default to Borrower by letter, dated April 4, 2008, asserting an Event of Default under the Loan Agreement, and declaring all outstanding Obligations immediately due and payable.

D. On the terms and conditions set forth below, Assignor desires to sell and assign to the Assignee, and the Assignee desires to purchase and assume from Assignor, a 100% interest (the "Assignment") in and to all of the Assignor' rights and obligations in, to and under the Loan Agreement and the other Loan Documents (all such agreements and documents being purchased and assumed, being the "Assigned Documents"), as of the Effective Date.

NOW, THEREFORE, IT IS AGREED THAT:

1. Assignment. Effective upon compliance with Section 2, Assignor hereby sells and assigns to Assignee WITHOUT RECOURSE, and Assignee hereby purchases and assumes from Assignor, in consideration for payment of an assignment price of One Million Seven Hundred Twenty-Five Thousand Seven Hundred Seventeen Dollars and Seventy-Eight Cents (\$1,725,717.78) (the "Assignment Price"), all of Assignor' rights and obligations under the Loan Agreement and the other Assigned Documents as of the Effective Date.

2. **Closing Conditions.** The Assignment shall occur upon the satisfaction of the following conditions precedent:

(a) Assignee delivering to Assignor a Secured Promissory Note in the principal amount equal to the Assignment Price, substantially in the form attached as Exhibit A;

(b) Assignee delivering to Assignor evidence of a capital contribution of One Million Dollars (\$1,000,000) in cash in the form of an equity contribution;

(c) Assignee delivering to Assignor the Articles of Organization and the Operating Agreement for Assignee, which shall be in form and substance satisfactory to Assignor;

(d) Assignee delivering to Assignor resolutions authorizing the Assignment and the other transactions described herein, in form and substance satisfactory to Assignor;

(e) Assignee reimbursing Assignor for its reasonable attorneys fees and costs incurred in connection with the transactions contemplated herein up to a maximum of Twenty Thousand Dollars (\$20,000); and

(f) Assignee's representations and warranties being true and correct in all material respects.

3. **Notices of Assignment.** Assignor agrees as follows:

(a) On the Effective Date, Assignee is hereby authorized to file a UCC Financing Statement assigning Assignor's UCC Financing Statement #20073127387, filed on August 16, 2007, to Assignee and to take all other actions reasonably necessary to give notice of Assignee's assumption of Assignor's rights and obligations under the Assigned Documents.

(b) On the Effective Date, Assignor and Assignee shall notify Silicon Valley Bank that Assignor's rights and obligations under the Deposit Account Control Agreement, dated as of August 15, 2007, by and among Assignor, Borrower and Silicon Valley Bank (the "Control Agreement") have been assigned to Assignee, and in conjunction with such notification, Assignee shall assume in writing all of Assignor's obligations under the Control Agreement in accordance with Section 19 of the Control Agreement.

(c) After Assignee's execution and delivery of this Agreement, Assignor will, upon Assignee's request, promptly provide to Assignee copies of all Assigned Documents and other documents not previously furnished to Assignee that were delivered to Assignor pursuant to the conditions to closing set forth in Section 3.1 of the Loan Agreement.

4. **Assignor Representations.**

(a) **Representations.** Assignor represents and warrants to Assignee that:

(i) as of the date hereof (i) the outstanding principal amount of the Advances is \$1,680,689.73, (ii) the accrued interest is \$21,694.72, and (iii) all other Obligations outstanding are \$140,000.00;

(ii) it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any Liens or other adverse claims; and

(iii) the copies of the Loan Agreement and any other Assigned Documents delivered by Assignor to Assignee are true and correct copies of such documents.

(b) Limitations on Representations. Assignor makes no representations or warranties, other than those set forth in Section 5(a), and does not assume any responsibility with respect to any statements, warranties or representations made in or in connection with the Loan Agreement or any other Assigned Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Agreement or any other Assigned Document furnished pursuant thereto. Assignor makes no representations or warranty, and assumes no responsibility, with respect to the Borrower's financial condition, or any other Assigned Document furnished pursuant thereto.

5. Assignee Representations Assignee represents, warrants and covenants to Assignor that:

(a) It has the authority and power to enter into this Agreement;

(b) It has received a copy of the Loan Agreement, together with copies of such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter this Agreement; and

(c) It will, independently and without reliance upon Assignor and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Agreement or any other Assigned Documents.

6. Effect of Assignment. As of the Effective Date, (a) Assignee shall be a party to the Loan Agreement and shall be entitled to the rights and benefits of the Assigned Documents and have the rights and obligations of Assignor thereunder, and (b) Assignor shall relinquish its rights and be released from its obligations under the Loan Agreement and the other Assigned Documents. The foregoing notwithstanding, Assignor shall retain all indemnification rights applicable to it under Section 9.3 of the Loan Agreement.

7. Further Actions. Each of the parties to this Agreement agrees that at any time and from time to time upon the written request of any other party, it will execute and deliver such further documents and do such further acts and things as such other party may reasonably request in order to effect the purposes of this Agreement.

8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless

continue in full force and effect without being impaired or invalidated in any way and shall be construed in accordance with the purposes and tenor and effect of this Agreement.

9. **Survival.** All representations and warranties contained herein or made in writing by any party in connection herewith shall survive the execution and delivery of this Agreement, regardless of any investigation made by the party to whom such representations and warranties are made.

10. **Entire Agreement; Amendment.** This Agreement constitutes and contains the entire agreement of Assignor and Assignee and supercedes all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof. No amendment, modification, termination or waiver of any provision of this Agreement will be effective without the written consent of Assignor and Assignee.

[Remainder of Page Intentionally Blank]

11. **Governing Law; Counterparts.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to conflicts of law principles. This Agreement may be executed in any number of counterparts, each of such counterparts constituting an original but together only one agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by a duly authorized person on the date first set forth above.

ASSIGNOR:

VENCORE SOLUTIONS, L.L.C.

By: 

Name: JAMES PAUL JOHNSON

Title: SUP

ASSIGNEE:

DATA TRANSFER, LLC

By: 

Name: MARILEE J. GALLAGHER

Title: MANAGER

EXHIBIT A
SECURED PROMISSORY NOTE

PAN0547049.5

TRADEMARK
REEL: 003920 FRAME: 0963

SECURED PROMISSORY NOTE

\$1,725,717.78

April 11, 2008

FOR VALUE RECEIVED, the undersigned, DATA TRANSFER, LLC, a Nevada limited liability company ("Debtor"), hereby promises to pay to VENCORE SOLUTIONS LLC or order ("Creditor"), the principal amount of this Note, which is One Million Seven Hundred Twenty-Five Thousand Seven Hundred Seventeen Dollars and Seventy-Eight Cents (\$1,725,717.78), and accrued interest thereon, as provided herein. This Note is issued pursuant to the Assignment and Purchase Agreement, date as of the date hereof, between Debtor and Creditor (the "Assignment Agreement"; capitalized terms used herein without definition shall have the meanings assigned to them in the Assignment Agreement).

A. Interest; Payment Schedule.

1. Interest. Interest shall accrue with respect to the principal sum hereunder at the per annum rate equal to the lesser of (i) Prime Rate plus two and one-quarter percent (2.25%); and (ii) ten percent (10%). The "Prime Rate" is (i) the "Prime Rate", as listed in The Wall Street Journal Money Rates report on the date hereof, and (ii) as of each anniversary of the date hereof, the "Prime Rate", as listed in The Wall Street Journal Money Rates report on such date. If the Prime Rate changes as of any anniversary date, the interest rate hereunder shall automatically change without any action by Debtor or Creditor. If an Event of Default occurs, then interest shall accrue at the rate per annum of two percent (2.00%) in excess of the interest rate that would otherwise be in effect (the "Default Rate"), for so long as such Event of Default continues. Interest payable hereunder shall be calculated on the basis of a three hundred sixty (360) day year for actual days elapsed.

2. Repayment.

(a) Scheduled Payments. The principal indebtedness, together with all accrued and outstanding interest, shall be paid in monthly installments, on the tenth (10th) day of each calendar month as follows:

<u>Calendar Month</u>	<u>Installment Amount</u>
May 2008 through October 2008	\$37,500
November 2008 through April 2009	\$50,000
May 2009 through April 2011	\$59,272.31

In addition, the principal indebtedness, together with all accrued and outstanding interest, shall be paid in full on the third anniversary of the date hereof (the "Maturity Date"). If the interest rate hereunder changes as a result of changes in the Prime Rate, then on the April 2009 installment date, the installment amount for remaining 24 calendar months shall be adjusted, so that by payment of such amount on each installment date, all principal outstanding and accrued interest through the April 2011 installment date (assuming all installments are paid on their scheduled date), the entire principal and accrued interest will be paid to Creditor.

(b) Voluntary Prepayment. Debtor shall have the right at any time and from time to time to prepay, in whole or in part, the principal of this Note, without payment of any premium or penalty. Any principal prepayment shall be accompanied by a payment of all interest accrued on the amount prepaid through the date of such prepayment, and shall be applied to the scheduled payments in the inverse order of maturity.

3. Form of Payment. Principal and interest and all other amounts due hereunder are to be paid in lawful money of the United States of America in federal or other immediately available funds.

B. Security Interest.

1. Grant of Security Interest. To secure the payment of all of the indebtedness hereunder and the performance of all of Debtor's obligations hereunder and under the Assignment Agreement (the "Secured Obligations"), Debtor grants to Creditor a first priority security interest in all of Debtor's right, title and interest in the personal property described in Exhibit A hereto (the "Collateral").

2. Representations and Warranties Regarding Collateral. Debtor represents and warrants to Creditor that (i) Debtor is the true and lawful owner of the Collateral, having good and marketable title thereto, free and clear of all Liens other than the Lien granted to Creditor hereunder, and (ii) Debtor has the authority to grant the Lien in the Collateral. Debtor shall not create or assume or permit to exist any such Lien on or against the Collateral except as created or permitted by this Note, and Debtor shall promptly notify Creditor of any such other Lien against the Collateral and shall defend the Collateral against, and take all such action as may be necessary to remove or discharge, any such Lien.

3. Perfection of Security Interest. Debtor agrees to take all actions requested by Creditor and reasonably necessary to perfect, to continue the perfection of, and to otherwise give notice of, the Lien granted hereunder, including, but not limited to, delivering to Creditor.

4. Delivery of Notes. Debtor shall deliver to Creditor, for purposes of perfection of Creditor's Lien therein, the originals of the Borrower's Notes, duly endorsed in blank..

5. Account Control Agreements. Debtor shall cause account control agreements, in form and substance satisfactory to Creditor, to be executed by Debtor and the relevant depository and investment institutions and delivered to Creditor promptly after the date hereof.

6. Power of Attorney. Debtor hereby irrevocably appoints Creditor (and any of Creditor's designated officers, employees or agent) as Debtor's true and lawful attorney to take the following actions during the continuance of an Event of Default: (a) exercise Debtor's rights and remedies as a creditor under the Assigned Documents; (b) endorse Debtor's name on any checks or other forms of payment or security that may come into Creditor's possession; (c) dispose of any Collateral; and (d) execute and deliver the Replacement Loan Documents on Debtor's behalf. The appointment of Creditor as Debtor's attorney in fact, and each and every one of Creditor's rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed.

C. Debtor Covenants. The covenants set forth in Section 5 of the Loan and Security Agreement Number 1707, between Creditor and Migo Software, Inc. (the "Loan Agreement"), are incorporated herein by reference, together with the definitions used in Section 5 of the Loan Agreement, mutatis mutandis, and Debtor shall be bound by and shall comply with such covenants.

D. Events of Default.

1. Definition of Event of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder:

(a) Debtor's breach of the obligation to pay any amount payable hereunder on the date that it is due and payable;

(b) Debtor's breach of any covenant, obligation, representation or warranty hereunder or the Assignment Agreement;

(c) Debtor's institution of proceedings, or Debtor's filing of a petition or answer or consent seeking reorganization or release, under the federal Bankruptcy Code, or any other applicable federal or state law relating to creditor rights and remedies, or Debtor's consent to the filing of any such petition or the appointment of a receiver, liquidator, assignee, trustee or other similar official of Debtor or of any substantial part of Debtor's property, or Debtor's making of an assignment for the benefit of creditors; or

(d) If any of the Assigned Documents remain in effect, Borrower's institution of proceedings, or Borrower's filing of a petition or answer or consent seeking reorganization or release, under the federal Bankruptcy Code, or any other applicable federal or state law relating to creditor rights and remedies, or Borrower's consent to the filing of any such petition or the appointment of a receiver, liquidator, assignee, trustee or other similar official of Borrower or of any substantial part of Borrower's property, or Borrower's making of an assignment for the benefit of creditors.

2. Rights and Remedies on Event of Default.

(a) During the continuance of an Event of Default, Creditor shall have the right, directly or through agents, with or without notice to Debtor (as provided below), as to any or all of the Collateral, by any available judicial procedure, or without judicial process (provided, however, that Creditor is in compliance with the UCC with respect to personal property collateral), to exercise any and all rights afforded to a secured party under the UCC or other applicable law. Without limiting the generality of the foregoing, Creditor shall have the right to sell or otherwise dispose of all or any part of the Collateral, either at public or private sale, in lots or in bulk, for cash or for credit, with or without warranties or representations, and upon such terms and conditions, all as Creditor, in Creditor's sole discretion, may deem advisable, and Creditor shall have the right to purchase at any such sale. Debtor agrees that a notice sent at least fifteen (15) days before the time of any intended public sale or of the time after which any private sale or other disposition of the Collateral is to be made shall be reasonable notice of such sale or other disposition. The proceeds of any such sale, or other Collateral disposition shall be applied first to the expenses of retaking, holding, storing, processing and preparing for sale, selling, and the like, and to Creditor's reasonable attorneys' fees and legal expenses, and then to the Secured Obligations and to the payment of any other amounts required by applicable law, after which Creditor shall account to Debtor for any surplus proceeds. If, upon the sale or other disposition of the Collateral, the proceeds thereof are insufficient to pay all amounts to which Creditor is legally entitled, Debtor shall be liable for the deficiency, together with interest thereon at the Default Rate, and the reasonable fees of any attorneys Creditor employs to collect such deficiency; provided, however, that the foregoing shall not be deemed to require Creditor to resort to or initiate proceedings against the Collateral prior to the collection of any such deficiency from Debtor. To the extent permitted by applicable law, Debtor waives all claims, damages and demands against Creditor arising out of the retention or sale or lease of the Collateral or other exercise of Creditor's rights and remedies with respect thereto.

(b) To the extent permitted by law, Debtor covenants that Debtor will not at any time insist upon or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Collateral or any part thereof, prior to any sale or sales thereof to be made pursuant to any provision herein contained, or the decree, judgment or order of any court of competent jurisdiction; or, after such sale or sales, claim or exercise any right under any statute now or hereafter in force to redeem the property so sold or any part thereof, and, to the full extent legally permitted, hereby expressly waives all benefit and advantage of any such law or laws, and covenants that Debtor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any power herein granted and delegated to Creditor, but will suffer and permit the execution of every such power as though no such power, law or laws had been made or enacted.

(c) Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Debtor in and to the Collateral sold, and shall be a

perpetual bar, both at law and in equity, against Debtor and against all persons and entities claiming the Collateral sold or any part thereof under, by or through Debtor.

(d) All of Creditor's rights and remedies with respect to the Collateral, whether established hereby or by any other agreements, instruments or documents or by law shall be cumulative and may be exercised singly or concurrently.

E. Other Provisions.

1. Definitions. As used herein, the following terms shall have the following meanings:

"Lien" means any lien (statutory or other), mortgage, pledge, hypothecation, assignment, deposit arrangement, security interest, charge, claim or other encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, and any agreement to give any security interest) and any agreement to give or refrain from giving a lien, mortgage, pledge, hypothecation, assignment, deposit arrangement, security interest, charge, claim or other encumbrance of any kind.

"UCC" means the Uniform Commercial Code in effect from time to time in the relevant jurisdiction.

2. Governing Law; Venue. This Note shall be deemed to have been made in the State of California, and the validity of this Note, its construction, interpretation and enforcement, and the rights of the holder, shall be determined under, governed by and construed in accordance with the laws of the State of California. Debtor and Creditor agree that all actions or proceedings arising in connection with this Note shall be tried and litigated only in the state and federal courts located in the County of Santa Clara, State of California or, at Creditor's option, any court in which Creditor determines it is necessary or appropriate to initiate legal or equitable proceedings in order to exercise, preserve, protect or defend any of Creditor's rights and remedies under this Note or otherwise or to exercise, preserve, protect or defend Creditor's Lien, and the priority thereof, against the Collateral, and which has subject matter jurisdiction over the matter in controversy. Debtor waives any right Debtor may have to assert the doctrine of forum non conveniens or to object to such venue, and consents to any court ordered relief. Debtor waives personal service of process and agrees that a summons and complaint commencing an action or proceeding in any such court shall be promptly served and shall confer personal jurisdiction if served by registered or certified mail to Debtor. If Debtor fails to appear or answer any summons, complaint, process or papers so served within thirty (30) days after the mailing or other service thereof, Debtor shall be deemed in default and an order of judgment may be entered against Debtor as demanded or prayed for in such summons, complaint, process or papers. The choice of forum set forth herein shall not be deemed to preclude the enforcement of any judgment obtained in such forum, or the taking of any action under this Note to enforce the same, in any appropriate jurisdiction.

3. Notices. Any notice or communication required or desired to be served, given or delivered hereunder shall be in the form and manner specified below, and shall be addressed to the party to be notified as follows:

If to Creditor: VenCore Solutions, LLC
4500 SW Kruse Way, Suite 350
Lake Oswego, OR 97035
Attention: Art Hiemstra

If to Debtor: Data Transfer, LLC
3291 N. Buffalo Drive, #8
Las Vegas, NV 89129
Attention: Maurice J. Gallagher

or to such other address as each party designates to the other by notice in the manner herein prescribed. Notice shall be deemed given hereunder if (i) delivered personally or otherwise actually received, (ii) sent by overnight delivery service, (iii) mailed by first-class United States mail, postage prepaid, registered or certified, with return receipt requested, or (iv) sent via telecopy machine with a duplicate signed copy sent on the same day as provided in clause (ii) above. Notice mailed as provided in clause (iii) above shall be effective upon the expiration of three (3) business days after its deposit in the United States mail, and notice telecopied as provided in clause (iv) above shall be effective upon receipt of such telecopy if the duplicate signed copy is sent under clause (ii) above. Notice given in any other manner described in this section shall be effective upon receipt by the addressee thereof; provided, however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender unless expressly set forth in such notice.

4. Creditor's Rights; Debtor Waivers. Creditor's acceptance of partial or delinquent payment from Debtor hereunder, or Creditor's failure to exercise any right hereunder, shall not constitute a waiver of any obligation of Debtor hereunder, or any right of Creditor hereunder, and shall not affect in any way the right to require full performance at any time thereafter. Debtor waives presentment, diligence, demand of payment, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note. In any action on this Note, Creditor need not produce or file the original of this Note, but need only file a photocopy of this Note certified by Creditor to be a true and correct copy of this Note in all material respects

5. Enforcement Costs. Debtor shall pay all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses Creditor expends or incurs in connection with the enforcement of this Note, the collection of any sums due hereunder, any actions for declaratory relief in any way related to this Note, or the protection or preservation of any rights of Creditor hereunder, including all costs and expenses incurred during a bankruptcy or similar proceeding of Debtor.

6. Severability. Whenever possible each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision is prohibited by or invalid under applicable law, it shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of the provision or the remaining provisions of this Note.

7. Amendment Provisions. This Note may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by Debtor and Creditor.

8. Binding Effect. This Note shall be binding upon, and shall inure to the benefit of, Debtor and Creditor and their respective successors, assigns and legal representatives; provided, however, that Debtor's rights and obligations shall not be assigned or delegated without Creditor's prior written consent, given in Creditor's sole discretion, and any purported assignment or delegation without such consent shall be void ab initio.

9. Time of Essence. Time is of the essence of each and every provision of this Note.

10. Headings. Section headings used in this Note have been set forth herein for convenience of reference only. Unless the contrary is compelled by the context, everything contained in each section hereof applies equally to this entire Note.

DATA TRANSFER, LLC

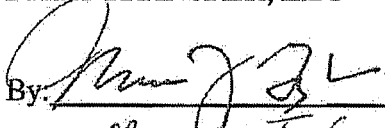
By: 
Name: MAURICE J. GALLAGHER
Title: MANAGER

EXHIBIT "A"

COLLATERAL

All personal property of Debtor of every kind, whether presently existing or hereafter created or acquired, and wherever located, including but not limited to: the Assigned Documents, accounts, equipment, machinery, furniture, fixtures, tools and supplies, inventory, general intangibles, deposit accounts, investment property, securities, financial assets, customer lists, and the proceeds thereof. Collateral shall include copyrights, patents, trademarks, or goodwill associated with trademarks of Debtor, and includes any proceeds arising from the disposition of any interest in the foregoing.

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