

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Stock Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peter J. Roth		06/29/2007	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	L-com, Inc.		
Street Address:	45 Beechwood Drive		
City:	North Andover		
State/Country:	MASSACHUSETTS		
Postal Code:	01845		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2427960	HYPERLINK TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	(215)972-4161		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2159727877		
Email:	tnaccarella@saul.com		
Correspondent Name:	Theodore Naccarella		
Address Line 1:	1500 Market Street		
Address Line 2:	38th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19102		
ATTORNEY DOCKET NUMBER:	356954.00012		
NAME OF SUBMITTER:	Theodore Naccarella		
Signature:	/Theodore Naccarella/		
Date:	09/22/2009		

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Total Attachments: 7

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STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "*Agreement*"), dated as of this 29th day of June, 2007, is by and between L-com, Inc., a Massachusetts corporation (the "*Buyer*"), and Peter J. Roth, (the "*Stockholder*").

RECITALS

A. The Stockholder is the registered and beneficial owner of all of the issued and outstanding shares of capital stock of Hyperlink Technologies, Inc., a Florida corporation ("*Hyperlink*"), Sharper Concepts, Inc., a Florida corporation ("*Sharper Concepts*"), and Altelicon, Inc., a Florida corporation ("*Altelicon*" and, together with Hyperlink and Sharper Concepts, the "*Companies*"); and

B. The Stockholder desires to sell to the Buyer, and the Buyer desires to purchase from the Stockholder, all of the issued and outstanding shares of capital stock of the Companies, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1: DEFINITIONS

"*Additional Financial Statements*" has the meaning set forth in Section 7.4.

"*Affiliate*" of any Person means any person directly or indirectly controlling, controlled by, or under common control with, any such Person and any officer, director or controlling person of such Person. The term "*Affiliate*" also includes any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, including adoptive relationships, of such Person.

"*Agreement*" has the meaning set forth in the preamble.

"*Altelicon*" has the meaning set forth in the recitals.

"*Ancillary Agreements*" means the Escrow Agreement, the Non-Competition Agreement, the Stockholder Release, the Subscription Agreement, and each agreement, document, instrument or certificate contemplated by this Agreement or to be executed by the Buyer or the Stockholder in connection with the consummation of the transactions contemplated by this Agreement, in each case, only as applicable to the relevant party or parties to such Ancillary Agreement, as indicated by the context in which such term is used.

"*Arbitration Firm*" means PricewaterhouseCoopers, or if such firm is unable or unwilling to act in such capacity, the Arbitration Firm will be such other firm selected by agreement of the Buyer and the Stockholder.

liability for the payment of any amounts of the foregoing types as a result of being a party to any agreements or arrangements (whether or not written) or with respect to the payment of any amounts of any of the foregoing types as a result of any express or implied obligation to indemnify any other Person, and (d) any liability for the payment of any of the foregoing types as a successor or transferee.

“Taxing Authority” means any Governmental Authority responsible for the administration or the imposition of any Tax.

“Third Party Claim” means any claim, demand, charge or complaint, or the imposition of any penalty or assessment by any third party not commenced, filed, brought, conducted or heard by or before or otherwise involving, any Governmental Authority or arbitrator, but excluding Product Warranty Claims.

“Trade Secrets” means anything that would constitute a “trade secret” under applicable law, and all other inventions (whether patentable or not), industrial designs, discoveries, improvements, ideas, designs, models, formulae, patterns, compilations, data collections, drawings, blueprints, mask works, devices, methods, techniques, processes, know-how, confidential information, proprietary information, customer lists, software and technical information; and moral and economic rights of authors and inventors in any of the foregoing.

“Trademarks” means trademarks, service marks, fictional business names, trade names, commercial names, certification marks, collective marks, Internet domain names and uniform resource locators and alphanumeric designations associated therewith and other proprietary rights to any words, names, slogans, symbols, logos, devices or combinations thereof used to identify, distinguish and indicate the source or origin of goods or services; registrations, renewals, applications for registration, equivalents and counterparts of the foregoing; and the goodwill of the business associated with each of the foregoing.

“Transfer Taxes” has the meaning set forth in Section 6.2.

“Working Capital Statement” has the meaning set forth in Section 2.3(a).

ARTICLE 2: PURCHASE AND SALE OF SHARES

2.1 **Purchase and Sale of the Shares.** On the Closing Date, the Buyer shall purchase from the Stockholder, and the Stockholder shall sell, transfer, assign, convey and deliver to the Buyer, all of the Shares, free and clear of any mortgage, pledge, hypothecation, rights of others, right of first refusal, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, community property interest, option, lien, charge or similar restrictions or limitations, including any restriction on the right to vote, sell or otherwise dispose of the Shares (collectively, the “*Liens*”), other than Permitted Liens.

2.2 **Purchase Price.**

have not released any of its rights under any Material Contract and (v) to the Knowledge of the Stockholder, no party to a Material Contract has repudiated any of the terms thereof or threatened to terminate, cancel or not renew any Material Contract.

4.15 **Permits.** Schedule 4.15 sets forth a true and complete list and description of all Permits held by each of the Companies and used by it in the conduct of its business. The Companies are in compliance with the terms of such Permits and there is no pending or, to the Knowledge of the Stockholder, threatened termination, expiration, suspension, withdrawal or revocation of any of such Permits. Except for the Permits set forth on Schedule 4.15, there are no Permits, whether written or oral, necessary or required for the conduct of the business of the Companies. Each Permit is valid and in full force and effect, and none of the Permits will lapse, terminate, expire or otherwise be impaired as a result of the performance of this Agreement by the Stockholder or the consummation of the transactions contemplated hereby.

4.16 **Intellectual Property.**

(a) Schedule 4.16 sets forth, with owner, countries, registration and application numbers and dates indicated, as applicable, a complete and correct list of all the following Owned Intellectual Property: (i) Patents and applications therefor, (ii) registered Copyrights and applications therefor; (iii) registered Trademarks, material unregistered Trademarks, and applications for registration of Trademarks; (iv) Software; and (v) Domain Name registrations and applications therefor. All fees associated with maintaining any Owned Intellectual Property required to have been set forth on Schedule 4.16 have been paid in full to the proper Governmental Authority and, except as set forth on Schedule 4.16, no such fees are due within the three month period after the Closing Date. All such registrations, filings and issuances are valid, remain in full force and effect and are currently recorded in the name of the applicable Company.

(b) Except pursuant to a Material Contract set forth on Schedule 4.14(a) or as otherwise set forth on Schedule 4.16, all of the Owned Intellectual Property is owned solely by the Companies. Except pursuant to a Material Contract set forth on Schedule 4.14(a) or as otherwise set forth on Schedule 4.16, the Companies have the exclusive right to use such Owned Intellectual Property for the life thereof for any purpose, free from (i) any Liens (except for Permitted Liens) and (ii) any requirement of any ongoing royalty payments, license fees, charges or other payments or conditions or restrictions whatsoever. Except pursuant to a Material Contract set forth on Schedule 4.14(a), the Companies have not licensed or otherwise granted any right to any Person under any Owned Intellectual Property and have not otherwise agreed to assert any such Intellectual Property against any Person.

(c) All employees of the Companies who participated in the creation or contributed to the conception or development of Intellectual Property relating to the business of the Companies were employees of the Companies at the time of rendering such services and such services were within the scope of their employment or such employees have otherwise validly assigned such Intellectual Property to the Companies. No director, officer, stockholder, employee, consultant, contractor, agent

If to the Buyer:

L-com, Inc.
45 Beechwood Drive
North Andover, Massachusetts 01845
Attention: President
Facsimile No.: (978) 689-9484

with copies to (which will not constitute notice):

The Riverside Company
45 Rockefeller Center
630 5th Avenue
Suite 2400
New York, New York 10111
Attention: Chief Financial Officer
Facsimile No.: (212) 265-6478

and

Jones Day
77 West Wacker
Chicago, Illinois 60601
Attention: Walter S. Holzer
Facsimile No.: (312) 782-8585

Any party may change its address or facsimile number for the purposes of this **Section 11.8** by giving notice as provided in this Agreement.

11.9 **Governing Law**. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to principles of conflicts of law.

11.10 **Counterparts**. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

L-COM, INC

By: 

Name: Kristin A. Newhall

Title: Vice President

PETER J. ROTH

[Signature Page to Purchase Agreement]

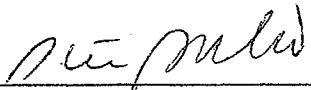
CHI-1588050

TRADEMARK
REEL: 004065 FRAME: 0704

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

L-COM, INC.

By: _____
Name: Kristin A. Newhall
Title: Vice President



PETER J. ROTH

[Signature Page to Purchase Agreement]

CHI-1588050

TRADEMARK
REEL: 004065 FRAME: 0705

Schedule 4.16

Intellectual Property

(a)

(i) Patents – None.

(ii) Registered Copyrights – United States Registration Number TX-5-630-653, owned by Hyperlink, relating to work titled on copyright application as www.hyperlinktech.com, with registration date of June 12, 2002.

(iii) Trademarks

(E) HYPERLINK TECHNOLOGIES, United States Trademark, Servicemark, Registration No. 2,427,960, registered February 13, 2001 and owned by Hyperlink.

(F) HYPERAMP, United States Trademark, Registration No. 2,900,962, registered November 9, 2004, and owned by Hyperlink.

(G) HYPERGAIN, United States Trademark, Registration No. 2,430,792, registered February 27, 2001, owned by Hyperlink.

(H) United States Trademark/Service Mark, Registration No. 2,416,974, owned by Hyperlink, registered January 2, 2001, depicting a logo with the design of a lightening bolt through the center of the letter "H" inside a square.

(I) United States Trademark/Servicemark Application for logo SC SharperConcepts (stylized and/or with design), assigned serial number 77152210, April 9, 2007, owned by Sharper Concepts.

(iv) Software

- Adobe Acrobat 5.0 & 6.0 Professional
- Adobe Acrobat Reader
- Adobe Creative Suite
 - Photoshop
 - ImageReady
 - Illustrator
- Macromedia Dreamweaver MX 2004
- Macromedia Studio MX Suite 2005
 - Dreamweaver
 - Fireworks
 - Flash
- Autodesk Inventor Series
 - AutoCad Mechanical Desktop