

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CSSS Inc		09/12/2007	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	G4S Justice Services LLC		
<b>Street Address:</b>	2000 RiverEdge Parkway		
<b>Internal Address:</b>	GL 100		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30328		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2264658	VI CAP VIDEO INFORMATION CAPTURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)466-3500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2024663500		
<b>Email:</b>	bob.thomas@us.g4s.com		
<b>Correspondent Name:</b>	Zito tlp		
<b>Address Line 1:</b>	1250 Conneticut Avenue NW		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036		
<b>NAME OF SUBMITTER:</b>	Joseph J Zito		
<b>Signature:</b>	/jjz/		
<b>Date:</b>	01/06/2010		

OP \$40.00 2264658

Total Attachments: 3

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made as of this 12th day of September, 2007, by and between **G4S JUSTICE SERVICES, INC.**, a Delaware corporation ("Purchaser"), and **CSSS, INC.**, a California corporation (the "Seller").

### RECITALS:

WHEREAS, Seller is engaged in the business of providing alcohol monitoring equipment and services and other electronic monitoring equipment and services through its division called Sentencing Alternatives (the "Business"); and

WHEREAS, Purchaser desires to purchase and Seller desires to sell substantially all of the assets of Seller relating to the conduct of the Business.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### ARTICLE I

#### PURCHASE AND SALE OF PURCHASED ASSETS

**1.1 Assets to Be Acquired.** Upon the terms and subject to the conditions set forth in this Agreement, and except as set forth in Section 1.2 hereof, Purchaser agrees to purchase and acquire from Seller, and Seller agrees to sell, convey, assign, transfer and deliver to Purchaser, as of the Closing (as hereinafter defined), free and clear of any encumbrances, all of Seller's right, title and interest in and to all of the tangible and intangible property and assets of Seller, wherever located, used or held for use by Seller in the conduct of the Business (collectively, the "Purchased Assets"), including, without limitation, the following:

(a) Fixed Assets. All fixed assets utilized in the Business including all machinery, appliances, vehicles, equipment, VI-CAP®, home and RF monitoring equipment (whether leased or owned by Seller, and subject to the payment of all amounts due under the Equipment Leases as described in Section 2.2 below), all computer hardware and software for the VI-CAP® program, all programs and source code, object code, program documentation, manuals, forms, guides and other materials with respect thereto owned, but not leased or licensed, by Seller, including copies of the foregoing which Seller has a right to copy but does not own, and all parts, tools, supplies, leasehold improvements, construction in progress, used or held for use by Seller in connection with the Business, including, without limitation, those items listed on **Schedule 3.11** attached hereto (collectively, the "Fixed Assets");

(b) Contracts. All of Seller's right, title and interest under all existing customer agreements of the Business for the provision of VI-CAP® equipment and monitoring services or for the provision of RF monitoring equipment or services (the "Customer Agreements") and such Other Contracts (as defined in Section 3.13 below), as listed on **Schedule**

**1.1(b)**, and Seller's right to receive payment for services rendered pursuant to, to receive goods and services pursuant to, and to assert claims and take other rightful actions in respect of breaches, defaults and other violations of, such Customer Agreements and Other Contracts;

(c) Accounts Receivable. All accounts receivable of Seller relating to the Business as of the date of Closing;

(d) Intellectual Property. All Intellectual Property (as defined in Section 3.14 below) of Seller relating to the Business including, without limitation, all tradenames, trademarks, service marks (including VI-CAP, Sentencing Alternatives, Multiple Offenders and The Shield), copyrights, website URLs, website domain names (including sentalt.com), patents and inventions, business records, goodwill, telephone numbers, telephone directory listings, customer lists and all other customer contact information, and other intangible assets, including, without limitation, those listed on **Schedule 3.14**, together with the goodwill of the Business associated therewith;

(e) Licenses. All of Seller's licenses, consents, permits, variances, certifications and approvals of governmental agencies set forth on **Schedule 3.6**, which are used or held for use in connection with the Business, including any pending applications thereof or renewals thereto, to the extent assignable;

(f) Deposits. All prepaid expenses, credits, security and other deposits, and rights to refunds or reimbursements, including, without limitation, those items listed on **Schedule 3.8** (collectively, the "Deposits") except return of deposits or refunds that Seller might receive due to the termination of equipment leases and/or cancellation of insurance relating to such equipment;

(g) Inventory. All of Seller's inventory on hand on the Closing Date relating to the Business (collectively, the "Inventory");

(h) Data, Books and Records. Subject to Section 5.12 of this Agreement, all of Seller's data, books, records (including, without limitation computer records) (collectively, the "Records"), files and other materials relating to the Purchased Assets and the Business, including all research and development reports and Records, production reports, service and warranty Records, equipment logs, operating guides and manuals, forms, creative materials, advertising materials, studies, other reports, financial and accounting Records, promotional materials, and, subject to applicable law, copies of all personnel and payroll Records;

(i) Services. All of Seller's rights to sell and market all services related to the Business and the goodwill associated therewith;

(j) Lists. All of Seller's past and current mailing lists and current Customer lists and all materials used for the development thereof;

(k) Personal Property. All supplies and other tangible or intangible assets and personal property and goodwill of Seller relating to the Business (the "Personal Property");

**Schedule 3.14**

**Intellectual Property**

**TRADEMARKS**

<u>Mark</u>	<u>Registration Number</u>
"VI-CAP"	2,264,658
"Sentencing Alternatives"	1,880,176
"Multiple Offenders"	1,967,182
"The Shield"	1,847,507

**SOFTWARE**

VI-CAP program software