

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Purchase and Sale Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Globalstreams, Inc.		10/15/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Globecaster, Corp.		
Street Address:	8664-A Olive Boulevard		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63132		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2806986	GLOBALSTREAMS	
Registration Number:	2821506	GLOBALSTREAMS	
Registration Number:	2494854	GLOBALSTREAMS	
CORRESPONDENCE DATA			
Fax Number:	(314)667-3633		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Thompson Coburn LLP		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	38342-36195		
NAME OF SUBMITTER:	Thomas A. Polcyn		
Signature:	/Thomas A. Polcyn/		

CH \$90.00 2806986

Date:

01/14/2010

Total Attachments: 9

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is executed effective on the 15th day of October, 2008 by and between GLOBALSTREAMS, INC., a Delaware corporation ("GlobalStreams"), and GLOBECASTER, CORP., a Missouri corporation ("WEBB").

RECITALS

- A. GlobalStreams owns certain assets and has incurred certain liabilities related to its GlobeCaster division (the "Division").
- B. GlobalStreams desires to sell to WEBB, and WEBB desires to purchase and assume, all of GlobalStreams' assets and liabilities related to the Division.
- C. In respect of such assignment and assumption, WEBB shall pay GlobalStreams \$20,000 in cash and \$104,444 in a Promissory Note.
- D. Subject to approval by Seller's stockholders of the terms and conditions of this Agreement and the nature and amount of the consideration to be received by Seller hereunder, the parties agree as follows:

AGREEMENT

IN CONSIDERATION of the premises, the covenants and the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. Sale of Assets. Upon the terms and subject to the conditions of this Agreement, GlobalStreams hereby conveys, assigns, transfers and delivers to WEBB, and WEBB hereby accepts and acquires, the following assets of GlobalStreams related to the Division (the "Assets"):
 - (a) All office equipment, furnishings and supplies of GlobalStreams used exclusively by employees of the Division, together with all manuals, written warranties and other similar documents relating thereto and including, but not limited to, the following:

- (i) all computer and computer peripherals used exclusively by employees of the Division;
 - (ii) all equipment used in the quality assurance testing activity of the Division; and
 - (iii) the items listed on Exhibit A attached hereto.
- (b) Accounts receivable, notes receivable and employee travel and expense advances for which reimbursement is due to GlobalStreams with respect to the Division in the amount of \$75,866;
- (c) Cash and cash equivalents equal to \$10,000;
- (d) Deposits in respect of products or services ordered, prepaid expenses, rights to refunds or rebates and other rights to payment, reimbursement or other recovery from or against third parties by GlobalStreams with respect to the Division;
- (e) All inventory, including raw parts inventory currently on hand at GlobalStreams and its contract manufacturing vendor, to the extent related to the Division in the amount of \$309,788;
- (f) All of the right, title and interest of GlobalStreams in and to the names "GlobalStreams" and "GlobeCaster" and all of the Division's trademarks, service marks, trade dress, trade names and all the goodwill associated therewith; all registered and unregistered statutory and common law copyrights; all registrations, applications and renewals for any of the foregoing; all of the designs, models, prototypes, plans, specifications, drawings and everything related thereto used by the Division; all of the trade secrets, confidential information, ideas, formulae, know-how, research information, proposals, technical and computer data, documentation and software, and all other intellectual property rights (whether owned or licensed) of the Division, including, but not limited to, the following (in each case only to the extent related to the Division) but excluding any right, title or interest in any patent or patent application of GlobalStreams except as expressly set forth in Section 1(n) below:

- (l) All rights, claims, causes of action, privileges and defenses of GlobalStreams against any third party with respect to any of the Assets; and
- (m) All rights of GlobalStreams, if any, under express or implied warranties from suppliers and vendors of GlobalStreams, which are related to the Division.
- (n) A royalty-free, non-sublicensable, right and license to practice the methods and to make, have made, use, distribute, lease, sell, offer for sale, import, export, develop and otherwise dispose of and exploit any products covered by GlobalStreams' Patents ("*Covered Products*"). The license shall apply to the reproduction and subsequent distribution of Covered Products under WEBB's trademarks and brands, in substantially identical form as they are distributed by WEBB, by authorized agents of WEBB such as a distributor, replicator, VAR or OEM. WEBB acknowledges and agrees that the license is not intended to cover foundry or contract manufacturing activities that WEBB may undertake on behalf of any person that is not WEBB. As a result, Covered Products shall exclude any products or services manufactured, produced or provided by WEBB on behalf of any person that is not WEBB (a) from designs received in substantially completed form from a source other than the WEBB and (b) for resale to such person that is not WEBB (or to customers of, or as directed by, any person that is not WEBB) on essentially an exclusive basis. The license is nontransferable (by operation of law or otherwise).

2. Assumption of Liabilities. GlobalStreams hereby assigns, and WEBB hereby accepts and assumes, any and all liabilities, obligations, contracts, claims and commitments of any kind or nature of GlobalStreams to the extent relating exclusively to the Division and arising out of the following (the "Assumed Liabilities"):

- (a) All Extended Warranty Contracts, currently identified as a liability in the amount of \$206,647;
- (b) All Accounts Payable to Vendors in the amount of \$62,948;
- (c) All Accrued Expenses and Vacation Pay in the total amount of \$39,116; and
- (d) Any and all leases for office equipment, software and tools.

- (i) All compiled and uncompiled application and server software code;
 - (ii) All development documents, notes, requirement documents and records;
 - (iii) All know-how, testing and system architecture documentation; and
 - (iv) All licenses, rights and permissions of third party technology related to the Division's business.
- (g) All of the right, title and interest of GlobalStreams in and to (i) any and all employment, confidentiality, secrecy, nonsolicitation and noncompetition agreements in favor of GlobalStreams from any employee, former employee or other third party, and (ii) all other contracts, supply agreements, maintenance agreements, purchase orders, licenses, distributor agreements and other agreements of GlobalStreams, in each case only to the extent related to the Division;
- (h) All of the right, title and interest of GlobalStreams in such leases to which GlobalStreams is a party as lessee for the rental of any office equipment or other tangible personal property used by the Division;
- (i) All of the sales materials, catalogs and advertising and promotional materials of GlobalStreams used by the Division, together with the artwork, formats and copy used in the preparation thereof, and all of the business and marketing information used by the Division in whatever form, including, but not limited to, referral sources, advertising and promotional materials, contract files, and all other business records and files;
- (j) All records and files pertaining to the customers and suppliers of the Division, including, without limitation, sales records, correspondence with customers, customer files, account histories, records of purchases from suppliers and correspondence with suppliers;
- (k) All business forms, stationery and packing, shipping and office supplies of the Division;

3. Consideration paid from WEBB to GlobalStreams, Inc. In exchange for the purchase of all assets and assumption of all liabilities, WEBB hereby agrees to pay GlobalStreams an amount of \$124,444, as follows:

- (a) \$20,000 in cash at closing; and
- (b) \$104,444 in a promissory note, attached hereto as Exhibit B.

4. Assignment of Rights Subject to Consent. GlobalStreams and WEBB agree that, in the event any consent, approval or authorization necessary or desirable to preserve for the Division or WEBB any right or benefit under any lease, license, contract, commitment or other agreement or arrangement that GlobalStreams is obligated to assign to WEBB pursuant to this Agreement has not yet been obtained, GlobalStreams will cooperate with WEBB in attempting to obtain such consent, approval or authorization as promptly as practicable. If such consent, approval or authorization is not obtained, GlobalStreams will use its commercially reasonable efforts to provide WEBB with the rights and benefits of the affected lease, license, contract, commitment or other agreement or arrangement for the term of such lease, license, contract or other agreement or arrangement, and, if GlobalStreams provides such rights and benefits, WEBB shall assume the obligations and burdens thereunder.

5. Delivery of Information. GlobalStreams shall direct and deliver promptly to WEBB each inquiry, correspondence and order received directly or indirectly by GlobalStreams after the date hereof to the extent it relates to the Assets or the Assumed Liabilities.

6. Further Assurances. Each party covenants to the other party, and its successors and assigns, that such party will at any time and from time to time at the request of the other party duly execute and deliver, or will cause to be executed and delivered, all such further acts, transfers, assignments, novations, conveyances, powers of attorney and assurances as the other party may reasonably request to effect the conveyance, sale, transfer, assignment and delivery of the Assets and assumption of the Assumed Liabilities.

7. Representations and Warranties. Each of GlobalStreams and WEBB hereby represent and warrant to the other party as of the date of this Agreement and again as of the Effective Date that

- (a) it has the full right, power and authority to enter into this Agreement and to perform its obligations under this agreement;
- (b) the execution, delivery and performance of the Agreement by each party to the other has been duly authorized by all necessary action;
- (c) This Agreement constitutes a legal, valid, and binding obligation of each party enforceable against the other party in accordance with its terms, and
- (d) except for David T. Hosler, neither party has employed any broker, finder, advisor or intermediary in connection with this transaction.

8. Warranties and Covenants of Seller. Seller agrees as follows:

- (a) The balance sheet and related detail attached to this Agreement as Exhibit "C," fully and correctly reflects the assets and liabilities of the Division as of the date stated in such documents.
- (b) Seller has good and marketable title to the Assets, except as otherwise stated in the exhibits attached hereto and except for property disposed of or encumbered in the ordinary course of business.
- (c) Until the closing date of this Agreement, GlobalStreams shall operate in the ordinary course of business, using its best efforts to preserve its business and good will. GlobalStreams further agrees to permit WEBB and its representatives access to the Division records any time prior to the closing date during normal business hours.
- (d) As of the closing date, GlobalStreams will not be subject to any commitment, which would prevent it from completing the transaction contemplated by this Agreement.

9. Access to Books Before Closing. Between the date of this Agreement and the closing date, WEBB, through its selected representatives, shall have access to and an opportunity to examine at reasonable times, Division properties, books, records and files.

10. Conduct of Business Before Closing. Between the date of this Agreement and the closing date, GlobalStreams shall conduct the Division business in accordance with the same business practices previously followed by it, and during said period will conduct its business only in ordinary course and refrain from making any unusual commitments, acquisitions, or purchases; refrain from transferring any of its assets, except in the ordinary course of business; refrain from entering into any leases, contracts, or other commitments otherwise than in the normal course of business, except with the prior written consent of WEBB; refrain from increasing the compensation paid or payable to any of its officers, employees, or agents, except in accordance with its past practices or commitments; continue to meet its contractual obligations; use its best efforts to maintain the Division business intact, to keep available the services of its present employees (other than those discharged for cause or whose services are no longer needed or who shall resign or retire) and to preserve the good will of its suppliers, customers, and others having business relations with it.


11. Closing: Documents Deliverable. The closing of the sale shall take place on the 16th day of October, 2008 at 10:00 a.m. at 8664 A Olive Blvd, City of University City, State of Missouri. At the closing, GlobalStreams shall deliver to WEBB such deeds, bills of sale, assignments, and other instruments of transfer as may be necessary to vest in WEBB good and marketable title to the Assets.

At closing, WEBB shall pay GlobalStreams all of the purchase price as specified herein. All documents and papers to which the parties are entitled under this Agreement, unless otherwise specified herein, shall also be delivered at the closing.

12. Miscellaneous. This Agreement constitutes the entire agreement between the parties hereto and this Agreement shall not be modified, amended, altered or changed except by a written agreement signed by all of the parties hereto. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that state and without regard to any applicable conflict of laws principles. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. In the event that any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement and any other application thereof shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

GLOBALSTREAMS, INC.

By 
Jay Sugi, Chief Executive Officer

GLOBECASTER, INC.

By 
J. Thomas Webb, Chief Executive Officer

STATE OF MISSOURI



Robin Carnahan
Secretary of State
CERTIFICATE OF AMENDMENT

WITREAS,

GlobalStreams Corporation
00923782

Formerly,

GlobeCaster Corporation

A corporation organized under The General and Business Corporations Law has delivered to me a Certificate of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the Amendment of Articles of Incorporation under The General Business Corporation Law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I herunto
set my hand and cause to be affixed the
GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, this
29th day of July, 2009.

Robin Carnahan
Secretary of State



TRADEMARK