

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	02/25/2010		
<b>CONVEYING PARTY DATA</b>			
	<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>
	Mobicious Inc.		02/25/2010
			<b>Entity Type</b>
			CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Exclaim Mobility, Inc.		
<b>Street Address:</b>	3940 Route 1		
<b>Internal Address:</b>	Building 16A		
<b>City:</b>	Princeton		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08540		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
	<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
	Registration Number:	3631170	SNAPMYLIFE
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)977-9959		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3122354765		
<b>Email:</b>	jfassnacht@millermatthiashull.com		
<b>Correspondent Name:</b>	Harold J Fassnacht		
<b>Address Line 1:</b>	One North Franklin Street		
<b>Address Line 2:</b>	Suite 2350		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Harold J Fassnacht		
<b>Signature:</b>	/Harold J Fassnacht/		

OP \$40.00 3631170

**900159221**

**TRADEMARK  
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Date:

04/08/2010

**Total Attachments: 29**

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## STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT dated February 25, 2010 (the "Agreement") by and among Exclaim Mobility, Inc., a corporation organized and existing under the laws of Delaware having its principal place of business at 3940 Route 1, Building 16A, Princeton, NJ 08540 (the "Buyer"), Mobicious Inc, a corporation organized and existing under the laws of Delaware having its principal place of business at 250 First Ave., Ste. 100, Needham, MA 02494 (the "Company") and all holders of issued and outstanding capital stock of the Company (each, a "Seller" and collectively, the "Sellers").

### WITNESSETH:

WHEREAS, Buyer wishes to buy and the Sellers wish to sell to Buyer, on the terms and for the consideration hereinafter provided, all, but not less than all, of the outstanding capital stock of the Company, which represents, and will at the time of Closing represent, one hundred percent (100%) of the issued and outstanding capital stock of the Company; and

WHEREAS, simultaneously with the execution of this Agreement the Buyer will enter into a Consulting Agreement dated February 11, 2010 with NimbleShip, Inc. (the "Consulting Agreement").

NOW, THEREFORE, in consideration of the promises and the respective agreements hereinafter set forth, Buyer, the Company and each Seller hereby agree as follows:

### 1. PURCHASE OF COMPANY COMMON STOCK.

1.1 *Sale of Common Stock.* Upon the terms and subject to the provisions of this Agreement, each Seller, severally and not jointly, agrees that it will sell, convey, transfer, assign and deliver to Buyer at the Closing provided for in Article 2, free and clear of all claims, liens, pledges, encumbrances, mortgages, charges, security interests, options, preemptive rights or other interests or equities whatsoever other than any transfer restrictions arising from the fact that the Company's capital stock is not registered under any federal or state laws, all shares of Company capital stock owned by such Seller, which shares of Company capital stock are set forth opposite each such Seller's name on the Schedule of Purchased Stock attached hereto as Schedule A. The aggregate number of shares of Purchased Stock is Six Million Five Hundred Thousand shares of Company Series A Preferred Stock, par value of \$0.0001 per share (referred to herein as the "Company Preferred Stock" or the "Purchased Stock"), which shares are duly authorized, validly issued, fully paid and non-assessable and the Purchased Stock constitutes one hundred percent (100%) of the issued and outstanding capital stock of the Company. Each Seller hereby acknowledges and agrees that Buyer shall have no obligation to purchase any shares of the Purchased Stock under this Agreement or to otherwise consummate the transactions contemplated hereby unless (i) every Seller agrees to sell all of his, her or its capital stock of the Company, (ii) Buyer is provided with the cancelled stock certificate for the Seven Hundred Twenty Seven Thousand (727,500) shares of Company Common Stock, par value \$0.0001 per share, which was issued to George C. Grey and George C. Grey's duly executed stock power and letter contribution agreement transferring such Company Common Stock to the Company, and (iii) the Company and every other holder of Options or securities convertible or exchangeable into capital stock of the Company executes the termination, acknowledgment and release agreement referred to in Section 3.26.

1.2 *Consideration for Sale and Transfer of the Purchased Stock.* Subject to the terms and conditions of this Agreement and in reliance upon the representations, warranties and covenants of each Seller and the Company herein contained, and in full consideration of such sale, conveyance, transfer, assignment and delivery of the Purchased Stock to Buyer, Buyer agrees to issue and sell to the Sellers an aggregate of Nineteen Thousand Four Hundred and Eighty One (19,481) shares of duly authorized and validly issued and, upon the consummation of the transactions contemplated hereby, fully paid and non-assessable, Buyer common stock, par value \$0.001 per share, representing 3.75% on a fully diluted basis of the outstanding capital stock of Buyer immediately following the transactions contemplated hereby (the purchase price for the Purchased Stock is hereinafter referred to as the "Stock Purchase Price").

## 2. THE CLOSING AND PAYMENT OF STOCK PURCHASE PRICE.

2.1 *Closing.* The closing ("Closing") with respect to the acquisition of the Purchased Stock under this Agreement and all other transactions contemplated hereby shall take place simultaneously with the execution of this Agreement or on such later time and date as the parties may agree. The time and date of the Closing is hereinafter called the "Closing Date."

2.2 *Payment of Stock Purchase Price.* At the Closing, the Buyer shall deliver the Stock Purchase Price in the form of an aggregate of 19,481 shares of Buyer common stock, par value \$0.001 per share, allocated to the Sellers in accordance with Schedule B attached hereto (the "Buyer's Stock") in the names and denominations set forth on such Schedule B. Immediately after the Closing, the Sellers holding shares of Company Preferred Stock shall immediately transfer a portion of the Buyer's Stock received by each such Seller in the transactions contemplated hereunder to certain former employees of the Company named in Schedule B-1 pursuant to a verbal agreement with such former employees. Upon the consummation of this post closing transaction, each Seller and former employee shall hold the shares of Buyer's Stock set forth opposite their respective name on Schedule B-1.

2.3 *Transfer of Purchased Stock.* At the Closing, each Seller shall transfer to Buyer or its nominee such Seller's portion of the Purchased Stock, free and clear of all claims, liens, pledges, encumbrances, mortgages, charges, security interests, options, preemptive rights, restrictions or any other interests or imperfections of title whatsoever, other than any transfer restrictions arising from the fact that the Company's capital stock is not registered under any federal or state laws. Said transfers shall be affected by delivery to Buyer of the stock certificates representing the Purchased Stock duly executed in blank or accompanied by duly executed stock powers in blank. If any Seller shall fail or refuse to deliver any of the Purchased Stock or closing certificate or document required to be delivered by that Seller, at the Closing as provided herein, such default shall not relieve any other Seller of his, her or its obligations to comply fully with this Agreement, and Buyer, at its option in its sole discretion, and without prejudice to its rights against any such defaulting Seller or Sellers, may (a) acquire only the Purchased Stock which have been delivered to it, or (b) refuse to acquire any Purchased Stock and thereby terminate all of its obligations hereunder to all the Sellers and the Company, by delivery of written notice of termination and with no liability of Buyer to the non-defaulting Sellers or the Company. Each Seller acknowledges that the Purchased Stock is unique and not otherwise available, and agrees that, in addition to any other available remedies, Buyer may seek any equitable remedies to enforce the performance by the Sellers hereunder, including, without limitation, an action for specific performance. If

any Seller shall fail to perform his, her or its obligations under this Agreement, no other Seller shall per se have any liability to Buyer therefor.

*2.4 Transfer of Buyer's Stock.* At the Closing, Buyer shall transfer to each Seller or any of their nominees, his, her or its portion of the Buyer's Stock as set forth on Schedule B, free and clear of all claims, liens, pledges, encumbrances, mortgages, charges, security interests, options, preemptive rights, restrictions or any other interests or imperfections of title whatsoever, other than any transfer restrictions arising from the fact that Buyer's capital stock is not registered under any federal or state laws. Said transfers shall be affected by delivery to each Seller of duly executed stock certificates representing the Buyer's Stock. Buyer acknowledges that the Buyer's Stock is unique and not otherwise available, and agrees that, in addition to any other available remedies, the Sellers may seek any equitable remedies to enforce the performance by Buyer hereunder, including, without limitation, an action for specific performance.

*2.5 Buyer's Repurchase Option.* Buyer shall have the option, in its sole discretion, to offer to repurchase all of the shares of the Buyer's Stock held by the Sellers after the Closing for a period of 12 months beginning on or before May 20, 2010 for an aggregate price of \$250,000.00, or \$12.83 per share, to be paid to the Sellers in twelve (12) equal monthly installments. Buyer shall provide each Seller with written notice of its intent to repurchase the Buyer's Stock no later than May 10, 2010 and each Seller shall have ten (10) days from the date of such notice to reject, in its sole discretion, such offer. If any Seller does not reject the offer to repurchase the Buyer's Stock, Buyer shall purchase from such non-rejecting Sellers the Buyer's Stock as set forth in this Section 2.5 even if other Sellers reject such offer.

*2.6 Opinions of Counsel.* At the Closing, Buyer shall cause its counsel to deliver to the Sellers a legal opinion in the form annexed hereto on Exhibit 2.6.

### *3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.*

The Company hereby represents, warrants, and agrees as of the date hereof as follows. Notwithstanding anything contained herein to the contrary, (i) the representations, warranties and agreements contained in this Article 3 are made solely by and on behalf of the Company and are provided only for informational purposes; and (ii) the Company shall have no liability or obligations whatsoever to Buyer or any Seller relating to the subject matter contained in this Article 3:

*3.1 Organization and Qualification of the Company.* The Company is duly organized, validly existing and in good standing under the laws of Delaware. The Company has all requisite corporate power and authority to own or lease all of its properties and assets and to conduct its business in the manner and in the places where such properties are owned or leased or such business is now conducted by it. The Company is duly qualified, licensed and authorized to do business as a foreign corporation and is in good standing as a foreign corporation in the jurisdictions, if any, shown on the Schedule of Jurisdictions attached hereto as Schedule 3.1 and is not required to be so licensed, qualified or authorized to conduct its business or own its properties in any other jurisdiction.

The minute books of the Company are current and contain correct and complete copies of the Certificate of Incorporation and Bylaws of the Company, including all amendments thereto and restatements thereof, and of all minutes of meetings, resolutions and other actions and proceedings of its stockholders and/or board of directors and all

committees thereof, duly signed by an officer or other authorized person of the Company, all directors or all stockholders. The stock record book of the Company is also current, correct and complete and reflects the issuance of all of the outstanding shares of the Company's capital stock since the date of its incorporation.

*3.2 Authority of the Company.* This Agreement and each of the agreements and other documents and instruments delivered or to be delivered to Buyer pursuant to or in contemplation of this Agreement will constitute, when so executed and delivered, the valid and binding obligations of the Company and shall be enforceable against the Company in accordance with their respective terms. The execution, delivery and performance of this Agreement and each of the agreements and other documents and instruments delivered or to be delivered to Buyer by the Company have been duly authorized by all necessary corporate action of the Company and are within Company's corporate powers.

The execution, delivery and performance of this Agreement or any other agreement, document or instrument by the Company, except as specifically identified on the Schedule of Breaches, Defaults and Required Consents attached hereto as Schedule 3.2 does not, and will not, with the passage of time or the giving of notice or both:

(a) result in a breach of or constitute a default or result in any right of termination or other effect adverse to the Company under any indenture or loan or credit agreement of the Company, or any other agreement, lease or instrument to which the Company is a party or by which the property of the Company is bound or affected;

(b) result in, or require, the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance or claim of any nature whatsoever on the Purchased Stock or any property or assets now owned, leased or used by the Company;

(c) result in a violation of or default under any law, rule, or regulation, or any order, writ, judgment, injunction, decree, determination, award, now in effect having applicability to the Company or the Purchased Stock;

(d) violate any provisions of the Certificate of Incorporation or Bylaws of the Company, or

(e) require any approval, consent or waiver of, or filing with, any entity, private or governmental.

*3.3 Subsidiaries and Investments.* The Company has no subsidiaries and does not own any securities of or other interests in, any firm, corporation, partnership, joint venture, trust, association, estate, joint stock company, organization, enterprise or entity, except temporary investments in the ordinary course of business.

*3.4 Capitalization.* The authorized capital stock of the Company consists of fifteen million (15,000,000) shares of common stock, par value \$0.0001 per share, none of which are issued and outstanding; and nine million (9,000,000) shares of Series A preferred stock, par value \$0.0001 per share, of which 6,500,000 shares are issued and outstanding. The Purchased Stock has been duly authorized and validly issued and is fully paid and non-assessable. The Purchased Stock is free and clear of any and all claims, liens, pledges, charges, encumbrances, mortgages, security interests, options,

preemptive or other rights, restrictions on transfer, or other interests or equities or imperfections of title whatsoever other than any transfer restrictions arising from the fact that the Company's capital stock is not registered under any federal or state laws. There are no other equity securities of the Company outstanding on the date hereof and, except as set forth on Schedule 3.4 there are no existing warrants, preemptive or other rights, options, calls, commitments, conversion privileges, or other agreements obligating the Company to issue any or all of its authorized and unissued capital stock, or any security convertible into and/or exchangeable for capital stock of the Company (all of the foregoing being collectively called "Options"); provided, that any outstanding Options shall be terminated as described in Section 3.26. The Company has no capital stock of any class authorized or outstanding except as identified herein. The Purchased Stock represents one hundred percent (100%) of the issued and outstanding capital stock of the Company. To the best knowledge of the Company, the Purchased Stock and Options issued to date by the Company were issued in transactions exempt from registration under the federal Securities Act of 1933, as amended (the "Securities Act") and under applicable state securities or Blue Sky laws (the "State Laws"). To the best knowledge of the Company, the Company has not violated the Securities Act or the State Laws in connection with the issuance of any shares of capital stock or other securities from the date of incorporation through the Closing Date.

3.5 *Valid Title to Purchased Stock.* INTENTIONALLY LEFT BLANK.

3.6 *Assets.* There are no assets, other than the intellectual property referred to in Section 3.10.

3.7 *Conduct of the Business.* Except for the operation of the Company's website, the Company has ceased operations. Prior to ceasing operations, the business and operations of the Company had been conducted in compliance with all applicable statutes, ordinances, orders, rules and regulations of any federal, state or local governmental authority (including, without limitation, those relating to fair labor practices and standards, equal employment practices and occupational safety and health and federal procurement). Except as set forth in Schedule 3.7(a), the Company has not failed in any material way to comply with any law, order or regulation, in any way applicable to or affecting the Company's business, of any governmental commission, board or agency or instrumentality, domestic or foreign, having jurisdiction over the Company or its operations, including, without limitation, laws, orders and regulations thereof relating to zoning, building codes, antitrust, occupational safety and health, consumer product safety, product liability, hiring, wages, employee benefit plans and programs, collective bargaining and the payment of withholding and Social Security taxes, and the Company has not received any actual written or oral notices or other communication from any such agency with respect to an alleged, actual or potential violation and/or failure of the Company to comply with any of the foregoing.

To the best knowledge of the Company, the business relations maintained with Company's customers and others prior to ceasing operations will be similarly maintained in all substantial respects after the date hereof. Without limiting the generality of the foregoing, except as set forth on Schedule 3.7(b), no customer of the Company has notified the Company that it intends to discontinue its relationship with the Company.

3.8 *Financial Statements and Undisclosed Liabilities.*

(a) The Company has delivered to Buyer its unaudited balance sheets (each, a "Balance Sheet," and together the "Balance Sheets") as of the years ended December 31, 2007, 2008, and 2009 and statements of income and retained

earnings for each of the three years then ended, including, in each case, the related notes (all such financial statements are collectively referred to as the "Financial Statements").

(b) All of the Financial Statements: (i) are true and correct in all material respects and present fairly the financial position of the Company as of the dates thereof and the results of operations and changes in financial position for the respective periods covered by such Financial Statements; and (ii) have been prepared in accordance with generally accepted accounting principles applied on a basis consistent with the Company's past practices.

(c) The Company does not have any indebtedness, liability, claim or obligation of any nature, fixed or contingent, choate or inchoate, liquidated or unliquidated, secured or unsecured or otherwise of any kind or nature whatsoever, except: (i) as shown dollar for dollar on the Balance Sheets; or (ii) commercial obligations to perform pursuant to executory obligations not in default as disclosed on Schedule 3.8(c). To the best of Company's knowledge, there is no existing condition, situation or set of circumstances which will result in any such liabilities.

(d) Except as disclosed on the Schedule of Disputed Receivables attached hereto as Schedule 3.8(d), the accounts receivable shown on the Financial Statements or those acquired after December 31, 2009, if any, and not collected prior to the date hereof arose in the ordinary and normal course of business and represent accounts validly due for goods sold or services rendered or validly incurred indebtedness on the part of those obligated thereon, are fully collectible in the ordinary course of business in the aggregate face amounts thereof without offset or counterclaim, net of the reserve for doubtful accounts shown on each Balance Sheet, if any, which reserve, if any, has been determined on a basis which is consistent with prior periods, and there are no facts actually known to the Company to cause an increase in such reserve.

(e) The books of account of the Company reflect as of the dates shown thereon substantially all of its material items of income and expense, and all of its assets, liabilities, liens and accruals required to be reflected therein.

**3.9 Taxes.** The amounts stated as provisions for taxes on each Balance Sheet are sufficient for the payment of all federal, state, local and foreign taxes, assessments and other governmental charges or levies, and all employment and payroll-related taxes, including any penalties and interest (collectively referred to in this Agreement as "taxes") thereon, whether or not based upon or measured by, in whole or in part, net income, and whether or not disputed, accrued for or applicable to all periods ended on or prior to December 31, 2009. The Company has duly made all deposits required by law with respect to employees withholding taxes and has duly filed with all appropriate governmental agencies and bodies (whether federal, state, local or foreign) all income, sales, use, license, franchise, excise, gross receipts, employment and payroll-related, and real and personal property tax returns and all other tax returns (collectively referred to in this Agreement as the "tax returns") which were required to be filed, all of which properly reflect the taxes owed by the Company for the periods covered thereby, and the Company has paid, or has established adequate reserves (as required by generally accepted accounting principles) for the payment of, all taxes shown to be due on the tax returns, except in each case sales and use taxes in those instances where the customers of the Company are contractually obligated to pay the tax. The Company has not received any notice of assessment or deficiency or proposed assessment by the U.S. Internal



Revenue Service or any other taxing authority in connection with the tax returns and there is no pending tax examination or tax claim immediately due and payable asserted against the Company or its properties, except those disclosed in Schedule 3.9. There is no tax lien on any of the assets of the Company, except for liens for taxes not yet due and payable. No federal or state income tax return filed by the Company has been audited, and no agreements for the extension of time or the waiver of the statute of limitations for the assessment of any deficiency or adjustment for any year are in effect. Correct and complete copies of all federal and state income tax returns filed by the Company since December 31, 2006 have been delivered to Buyer.

*3.10 Intellectual Property, Including Patents, Trade Names, Trademarks and Copyrights.*

(a) The Company owns exclusively and irrevocably, free and clear of all liens, or otherwise possesses, legally enforceable rights to use all of the intellectual property reasonably necessary to the conduct of the business of the Company as currently conducted or proposed to be conducted. The intellectual property owned by the Company and the intellectual property licensed to the Company comprise all of the intellectual property that is reasonably necessary to conduct the business of the Company as currently conducted or proposed to be conducted.

(b) All patents, patent applications, trade names, registered or common law trademarks, trademark applications and copyrights owned by or licensed to the Company are listed in the Schedule of Patents, Trademarks and Copyrights attached hereto as Schedule 3.10 and have been duly registered in, filed in or issued by the United States Patent and Trademark Office, the United States Register of Copyrights or the corresponding offices of other countries, states or other jurisdictions to the extent set forth on Schedule 3.10, and have been properly maintained and renewed in accordance with all applicable provisions of law and administrative regulations in the United States and each such country, state or other jurisdiction. Except as set forth in Schedule 3.10, use of said patents, trade names, trademarks or copyrights does not require the consent of any third party and the same are freely transferable (except as otherwise provided by applicable law or disclosed in Schedule 3.10) and are owned exclusively by the Company free and clear of any attachments, liens, encumbrances or adverse claims. No outstanding order, decree, judgment or stipulation, and no proceeding charging the Company with infringement of any patent, trade name, trademark or copyright has been filed or, to the best of Company's knowledge, is threatened to be filed and the continuing conduct of the business of the Company will not result in the infringement of any patents, patent applications, trade names, trademarks, copyrights or other rights owned by or owed to any third party. Except as specifically disclosed in Schedule 3.10, the Company has not used and does not need to use or rely upon any patent, trade name, trademark or copyright in order to conduct its business as presently being conducted or presently contemplated to be conducted.

(c) The Company has the right to use, free and clear of any claims or rights of any third party, all trade secrets, customer lists, manufacturing processes, secret processes, know-how and any other confidential information required for or used in the manufacture or marketing of all products that were sold or manufactured by the Company, including, without limitation, any products licensed by the Company from others. The Company is not in any way making any unlawful or wrongful use of any trade secrets, customer lists, manufacturing processes, secret processes, know-how or any other confidential information of

any third party, including, without limitation, any former employer of any present or past employee of the Company. To the best of Company's knowledge, no officer, director or key employee (which shall mean any person at or above the office of Vice President) of the Company is a party to any non-competition agreement, non-disclosure agreement, or similar agreement with any third party, other than the Company.

3.11 *Title to Software Applications.* The Company owns exclusively and irrevocably all right, title and interest in all its software applications, including, without limitation, the Mobicious.com, Snap2Twitter.com and SnapMyLife.com software applications which are comprised of numerous sub-applications, including but not limited to servers, public APIs, web, mobile clients and middleware (collectively, the "Mobicious Applications"), free and clear of all liens and encumbrances and each Mobicious Application, to the best of the Company's knowledge, does not and shall not infringe the rights of any third party.

3.12 *Subscription Base.* INTENTIONALLY LEFT BLANK.

3.13 *List of Contracts.* Except as set forth on Schedule 3.13, the Company is not a party to, nor is any of its properties or assets subject to or otherwise bound by, any:

- (a) Contract with any present or former stockholder, director, officer or employee, agent or consultant;
- (b) Collective bargaining agreement (or any side agreement, local understanding or settlement agreement relating to any such collective bargaining agreement) or any agreement or contract with any labor union or other employees' association;
- (c) Lease or similar agreement regarding any real property or personal property;
- (d) Any contract for the future purchase of commodities, materials, inventory, ingredients, supplies, products, merchandise, services or equipment;
- (e) Bonus, pension, profit-sharing, retirement or any hospitalization, or insurance or similar plan or practice, formal or informal, in effect with respect to employees of the Company or any other person or entity;
- (f) Franchise, dealer, distribution, sales or agency contract or commitment;
- (g) Any outstanding contract of sale, or any distribution agreement, representative or sales agency agreement, creating any obligation of the Company to sell or distribute products;
- (h) Guarantees or indemnities, direct or indirect, current or contingent, of the obligations of customers of the Company or any other person or entity;
- (i) Contracts with suppliers, vendors, distributors, clients, customers or others for the future performance of services or provision of goods by or for the Company which are not terminable by the Company on less than thirty (30) days prior notice without penalty;
- (j) Insurance policy, other than those insurance policies disclosed in

Schedule 3.16;

(k) Advertising contract or commitment;

(l) Bank account, lock box or similar depository arrangements;

(m) Any license or franchise agreement (as licensor/franchisor or licensee/franchisee);

(n) Any real estate mortgage, loan or credit agreement with any lender, any indenture, pledge, conditional sale or title retention agreement, equipment obligation or lease, or lease purchase agreement;

(o) Any agreement restricting the freedom of the Company or of its employees (other than restrictive covenants in favor of the Company), to compete in any line of business, in any geographic area or with any person or entity;

(p) Any other material contracts affecting the Company; or

(q) Any contract of the Company to which the United States government or any agency thereof is a party.

There has been no breach or default of any provisions of any such contracts, commitments, leases, or other agreements by the Company, or to the best of Company's knowledge, any other party thereto, and nothing has occurred which, with lapse of time or the giving of notice or both, would constitute a breach or default by the Company, or to the best of Company's knowledge, by any other party thereto with respect to any such contracts, commitments, leases, or other agreements, or which would cause an acceleration of any obligation of any party thereto or the creation of any lien, encumbrance, security interest in or upon the Purchased Stock, or the assets of the Company. Buyer has been furnished with true and complete copies of all scheduled contracts, commitments, leases, or other agreements disclosed on Schedule 3.13.

3.14 *Litigation.* There is no action, suit, proceeding or investigation pending against the Company, and, to the best of Company's knowledge after a reasonable inquiry, there is no threatened action, suit, proceeding or investigation involving the Company, nor has the Company received any written or oral actual notice of any such action, suit, proceeding or investigation. No judgment, order, writ, injunction, decree or award has been issued by or, to the best of the Company's knowledge after a reasonable inquiry, requested by any court or governmental agency which might result in an adverse change in the business, property or assets, or in the condition, financial or otherwise, of the Company or which might adversely affect the transactions contemplated by this Agreement. The Company has never been subject to any bankruptcy or other insolvency proceedings.

3.15 *Absence of Changes.* Since December 31, 2009, the Company has ceased operations and except as set forth in this Agreement and on the Schedule of Changes attached hereto as Schedule 3.15, the Company has not, as of the date hereof, either directly or indirectly since December 31, 2009:

(a) incurred any obligation or liability (absolute, accrued, contingent or otherwise), other than current liabilities incurred and obligations otherwise permitted by this Agreement;

(b) mortgaged, pledged, or subjected to any liens, charges, encumbrances or other imperfections of title any of its assets, tangible or intangible;

(c) purchased, sold, assigned, transferred, abandoned or otherwise disposed of any assets other than on commercially reasonable terms in the ordinary and normal course of its business, or cancelled any debts or claims, other than in the ordinary and normal course of business on commercially reasonable terms and in amounts which in the aggregate are not material;

(d) experienced any material adverse change in its financial position, assets, liabilities, or business;

(e) entered into any transaction other than in the ordinary and normal course of business on commercially reasonable terms and in amounts which in the aggregate are not material;

(f) issued any stock, bonds, Options, convertible securities or other securities, or became obligated to issue any such securities or granted any Options;

(g) declared, set aside or paid any dividend on, or made any other distribution in respect of, the capital stock of the Company or made any direct or indirect redemption, purchase or other acquisition by Company of its own capital stock (or any agreement under which Company has become obligated to do any of the foregoing);

(h) entered into any compromise or settlement of any litigation, proceeding or governmental investigation relating to the Company or its assets, properties, rights or business;

(i) changed or amended the Articles of Incorporation or Bylaws of the Company;

(j) suffered any damage, destruction, or loss whether or not covered by insurance which might materially adversely affect the property, business or operations of the Company;

(k) made or suffered any amendment, modification, or termination of any material contract or agreement which might adversely affect the properties, business or operations of the Company;

(l) received actual notice of any labor trouble, difficulty, dispute or organizing effort involving any employees of the Company;

(m) INTENTIONALLY LEFT BLANK;

(n) changed the number or kind of shares of capital stock authorized, issued or outstanding;

(o) formed any subsidiaries or merged or consolidated, or obligated itself to do so, with or into any other entity;

(p) repaid any loans or other advances from stockholders or repaid any indebtedness of the Company for which any stockholder was a guarantor or was

otherwise directly or indirectly liable;

(q) waived any rights, contractual or otherwise, whether or not in the ordinary course of business;

(r) paid or discharged any lien or liability of the Company which was not shown on the Balance Sheet for the year ended December 31, 2009 or incurred in the ordinary course of business thereafter;

(s) incurred any obligation or liability on behalf of the Company to any of its officers, directors, employees or a Seller (including, without limitation, any increase in compensation or bonuses payable to such officers, directors or employees earning more than One Thousand dollars (\$1,000) per year) or except normal compensation in the ordinary course of business of the Company; or

(t) entered into any lease or sublease, pledge or hypothecation of any real or personal property, whether tangible or intangible, of the Company.

3.16 *Insurance.* The Schedule of Insurance attached hereto as Schedule 3.16 contains a correct and complete list of all policies (including binders) of insurance held by or on behalf of the Company or relating to its business or any of its assets (specifying the insurer, the amount of coverage, type of insurance, risks insured, any pending claims thereunder and claims history in the last twelve (12) months). To the best knowledge of the Company, such policies are valid and enforceable in accordance with their respective terms and are outstanding and duly in force as of the date hereof. Except as set forth in Schedule 3.16, there is no default with respect to any provision contained in any such policy, nor has there been any failure to give any notice or present any claim under any such policy in a timely fashion or in the manner or detail required by such policy, which has had or reasonably may have a material adverse effect on the enforceability of substantial rights of the Company under any such policy. There are no claims that are not accrued on each Balance Sheet, and there are no unusual provisions for retroactive or retrospective premium adjustments or cancellation or nonrenewal. No notice of cancellation or non-renewal with respect to, or the disallowance of any claim under, any policy has been received by the Company. No policy of the Company has been cancelled by the issuer within the last three (3) years. Except, as set forth on any Schedule hereto, to the Company's best knowledge, there is no state of facts and no event has occurred which reasonably might form the basis of any claim against or relating to the Company or its business or operations or any of its assets which are covered by any of such policies, or which might materially increase the premiums (other than general increases and additions to assets covered) payable under any such policy. Schedule 3.16 also contains a true and complete description of all outstanding bonds and other surety arrangements issued or entered into in connection with the Company or its business.

3.17 *Insider Indebtedness.* No officer, director or stockholder of the Company is indebted to the Company or otherwise owes Company any money.

3.18 *Employee Benefit Plans.* Each of the Company's employee benefit plans has been canceled and has no further force or effect. Except as set forth on Schedule 3.18(a), the Company has no liability, present, future, or contingent, under any of the previously existing benefit plans. Each benefit plan had been administered and operated in accordance with its terms and applicable law. No liability under ERISA or otherwise has been incurred or, based upon existing facts, may reasonably be expected to be incurred

with respect to any benefit plan. Except as disclosed on Schedule 3.18(b), all reports and disclosures relating to such benefit plans required to be filed or distributed have been filed or distributed in compliance with applicable law. The Company does not maintain, and has never maintained, any employee pension benefit plans within the meaning of Section 3(2) of ERISA. To the best of Company's knowledge, any trusts related to any benefit plans, any trustee or administrator of any benefits plans, any "party in interest" or any "disqualified person" with respect to any benefit plans has engaged in any nonexempted prohibited transactions under Section 4975 of the Internal Revenue Code of 1986 or Section 406 of ERISA with respect to the benefit plans. The Company has made full payment of all amounts which the Company is or was required to make under the terms of the actuarial valuation reports for the benefit plans through their cancellation. There are no actions, suits, claims or proceedings, pending or threatened, nor, to the best of Company's knowledge does there exist any basis therefor, which would result in any liability with respect to any benefit plan of the Company. The Company is not a participant in any multi-employer plan within the meaning of Section 3(37) of ERISA. The Company has complied with the health care coverage continuation requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985.

3.19 *Governmental and Other Approvals.* There are no consents, authorizations, licenses, permits, orders, certificates or approvals of governmental authorities or other parties necessary for the Company to consummate the transactions contemplated by this Agreement.

3.20 *Environmental Protection.*

(a) The Company did and does not require any permits, licenses, certificates or other authorizations with respect to the operation of its business under federal, state, local and foreign environmental, health and safety laws, codes and ordinances and all rules and regulations promulgated thereunder, including, without limitation, laws relating to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes into the environment (including, without limitation, the air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacturing, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemicals, or industrial, solid, toxic or hazardous substances or wastes (the "Environmental Laws").

(b) The Company is in full compliance with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in the Environmental Laws or contained in any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder.

(c) There is no civil, criminal or administrative action, suit, demand, claim, hearing, notice of violation, investigation, proceeding, notice or demand letter pending, relating to the Company's business or, to the best knowledge of the Company, threatened against the Company, arising in any way from a violation of the Environmental Laws or any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder.

(d) There are no past or present (or, to the best knowledge of the Company, anticipated) events, conditions, circumstances, activities, practices,

incidents, actions or plans which may interfere with or prevent compliance or continued compliance with the Environmental Laws or with any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder, or which may give rise to any common law or legal liability, including, without limitation, liability under the Clean Water Act, the Clear Air Act, the Occupational Safety and Health Act of 1970, as amended, the Environmental Protection Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or similar state or local laws, or otherwise form the basis of any claim, action, demand, suit, proceeding, hearing, notice of violation, study or investigation, based on or related to the Environmental Laws.

(e) As of the date hereof and at all times prior thereto, there has been no emission, spill, release or discharge, whether from any Company location or disposal site, into or upon (i) the air, (ii) soils or improvements, (iii) surface water or ground water, or (iv) the sewer, septic system or waste treatment, storage or disposal system servicing such sites of any toxic or hazardous substances or wastes used, stored, generated, treated or disposed at or from any of the aforementioned sites. All of the Company's assets were and are, at all times, free of all toxic or hazardous substances or wastes.

(f) As of the date hereof and at all times prior thereto, there has been no complaint, order, directive, claim, citation or notice by any governmental authority or any other person or entity with respect to (i) air emissions, (ii) spills, releases or discharges on or in the soils or any improvements located thereon, surface water, ground water or the sewer, septic system or waste treatment, storage or disposal systems servicing any Company location or disposal site, (iii) noise emissions, (iv) solid or liquid waste disposal, (v) the use, generation, storage, transportation or disposal of toxic or hazardous substances or wastes or (vi) other environmental, health or safety matters affecting the Company, any real property related to the operation of the Company's business, any improvements located thereon or the business therein conducted.

3.21 *Certificate of Incorporation.* The Certificate of Incorporation of the Company and all amendments thereto have been validly adopted by the stockholders and directors of the Company and the Certificate of Incorporation, as amended, is in full force and effect and is legal, valid, binding and enforceable in accordance with its terms.

3.22 *Bylaws.* The Bylaws of the Company, and all amendments to the Bylaws, have been validly adopted, and the Bylaws, as amended, are in full force and effect and are legal, valid, binding and enforceable in accordance with their terms.

3.23 *Financial Advisor.* Neither the Company nor the Sellers have dealt with any financial advisor, broker or finder in connection with the transactions contemplated herein.

3.24 *Labor Relations.* The Company has no employees. Except as set forth in Schedule 3.24, (a) the Company is in compliance in all respects with all federal, state and local laws respecting employment and employment practices, terms and conditions of employment and wages and hours, and is not engaged in any unfair labor practice; and (b) there is no unfair labor practice complaint against the Company pending or, to the best knowledge of Company, threatened. There are no (v) proceedings pending or, to the best knowledge of Company, threatened before the National Labor Relations Board with respect to the Company; (w) there are no discrimination charges (relating to sex, age,

race, national origin, handicap or veteran status) pending before any federal or state agency or authority; (x) there is no labor strike or similar material dispute pending or, to the best knowledge of Company, threatened against or involving the Company; (y) there is no pending representation question involving an attempt to organize a bargaining unit including any employees of the Company and no labor grievance has been filed within the past twelve (12) months with the Company which has had or will have a material adverse effect on the Company; or (z) there is no arbitration proceeding under any collective bargaining agreement pending or, to the best knowledge of the Company, threatened. The Company is not and has not been subject to or bound by a collective bargaining agreement. The Company is not a party to any other collective bargaining agreement nor is any such agreement currently being negotiated by the Company.

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3.26 *Shareholders.* The Company has no stockholders other than the Sellers. Except as set forth on Schedule 3.4, there are no other holders of any rights in, exercisable for, or convertible into, any equity interests or capital stock of the Company. With respect to the holders of Options set forth on Schedule 3.4, the Company shall obtain an executed termination, acknowledgement and release agreement executed by the Company and each holder of Options terminating each holder's options, acknowledging that the holder is not entitled to any consideration under this Agreement and releasing the Company and Buyer from any and all claims such holder has or may have against either the Company or Buyer.

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3.29 *Disclosure.* No representation or warranty in this Agreement and no statement contained elsewhere herein or in any Schedule, Exhibit, certificate or other document furnished or to be furnished to Buyer pursuant hereto or in connection with the transactions contemplated under this Agreement contains any untrue statement of a material fact or omits to state a material fact or any fact necessary to make the statements contained therein not materially misleading. There is no fact, which materially and adversely affects, or, to the best of the Company's knowledge, in the future may materially and adversely affect, the condition of the Company which has not been set forth herein. With respect to all representations and warranties herein which are made "to the best of Company's knowledge" or using similar phrases, the Company shall be deemed to have knowledge of any matter or fact (a) if any director, officer, authorized person or employee has actual personal knowledge of such matter or fact; (b) if any of its directors, officers, authorized persons or employees has information from which a person of reasonable intelligence would infer that the matter or fact in question exists; (c) if any of its directors, officers or authorized persons should have ascertained such matter or fact in the proper performance of any duty of an officer, director, authorized person or employee of the Company, if and only to the extent that the failure by such person who is an officer, director, authorized person or employee of the Company to so ascertain such matter or fact in the performance of any duty he or she may have as an officer, director, authorized person or employee of the Company would constitute gross negligence; or (d) if any of the Company's senior management, which shall mean any person at or above the office of Vice President, has actual personal knowledge of such matter or fact.

3A. REPRESENTATIONS OF SELLERS



As of the date hereof, each Seller, severally and not jointly, represents and warrants as follows:

*3A.1 Valid Title to Purchased Stock; Authority.* Such Seller represents that he, she or it has, and will deliver to Buyer at the Closing, valid and marketable title to the number of shares of the Purchased Stock set forth opposite such Seller's name on Schedule A free and clear of any claims, liens, pledges, charges, encumbrances, mortgages, security, interests, options, preemptive or other rights, restrictions on transfer or other interest or equities or any other imperfections of title whatsoever other than any transfer restrictions arising from the fact that the Company's capital stock is not registered under any federal or state laws. Such Seller, as to himself, herself or itself only, represents and warrants that he, she or it has full power and lawful authority to execute and deliver this Agreement and any other certificates or documents referred to herein, to which such Seller is a party, and to consummate and perform the transactions contemplated hereby and thereby; and that the execution and delivery of this Agreement and any other certificates or documents referenced herein, to which such Seller is a party, by him, her or it and the consummation and performance of the transactions contemplated hereby and thereby by him, her or it are and will be the legal, valid and binding obligation of each such Seller, enforceable against him, her or it in accordance with their terms except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally and (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

*3A.2 Necessary Approvals.* The execution, delivery and performance of this Agreement and each of the agreements and other documents and instruments delivered or to be delivered to Buyer by such Seller have been duly authorized by all necessary actions of such Seller. The execution, delivery and performance of this Agreement or any other agreement, document or instrument by such Seller does not, and will not, with the passage of time or the giving of notice or both:

- (a) result in, or require, the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance or claim of any nature whatsoever on the Purchased Stock held by such Seller;
- (b) violate any provisions of the formation documents or operating agreements of such Seller; or
- (c) require any approval, consent or waiver of, or filing with, any entity, private or governmental.

*3A.3 Purchase for Investment.* Except as set forth herein, such Seller hereby represents and warrants to Buyer that such Seller is acquiring the Buyer's Stock for its own account, for investment, and not with a view to the distribution thereof in violation of the Securities Act or of the State Laws. Such Seller understands that the Buyer's Stock has not been and will not be registered under the Securities Act or the State Laws, by reason of the transactions contemplated hereby; and, that the Buyer's Stock must be held by such Seller indefinitely unless a subsequent disposition thereof is registered under the Securities Act and the State Laws or is exempt from registration thereunder. Such Seller (a) is an "accredited investor" within the meaning of SEC Rule 501 of Regulation D, promulgated by the Securities and Exchange Commission under the Securities Act as presently in effect and (b) if not a United States person, represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with respect to

the transactions contemplated hereunder.

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4. REPRESENTATIONS AND WARRANTIES OF BUYER.

As of the date hereof, Buyer represents and warrants as follows:

4.1 *Organization and Qualification of Buyer.* Buyer is duly organized, validly existing and in good standing under the laws of Delaware. Buyer has full corporate power and authority to own or lease all of its properties and assets and to conduct its business in the manner and in the places where such properties are owned and leased or such business is now conducted by it. Buyer is duly qualified, licensed and authorized to do business as a foreign corporation and is in good standing as a foreign corporation in the jurisdictions, if any, shown on the Schedule of Jurisdictions attached hereto as Schedule 3.1 and is not required to be so licensed, qualified or authorized to conduct its business or own its property in any other jurisdiction, except where such failure to be licensed, qualified or authorized would not have a material adverse effect on the Company or its business.

4.2 *Authority of Buyer.* Buyer represents and warrants that it has full corporate power and lawful corporate authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement and each of the agreements and other documents and instruments delivered or to be delivered by Buyer pursuant to or in connection with this Agreement will constitute, when so delivered, the valid and binding obligations of Buyer and shall be enforceable against Buyer in accordance with their respective terms. The execution, delivery and performance of this Agreement and each such other agreement, document and instrument and all transactions contemplated herein or thereby have been duly authorized by all necessary corporate action of Buyer and are within Buyer's corporate powers. The execution, delivery and performance of this Agreement and each such other agreement, document or instrument by Buyer does not and will not with the passage of time or the giving of notice or both:

(a) result in a breach of or constitute a default under any indenture or loan or credit agreement or under any other debt financing agreement of Buyer, or any other material agreement, lease or instrument to which Buyer is a party or by which the property of Buyer is bound or affected;

(b) result in a violation of or default under any law, rule, or regulation, or any order, writ, judgment, injunction, decree, determination, award now in effect having applicability to Buyer;

(iii) violate any provisions of the Certificate of Incorporation or Bylaws of Buyer; or

(iv) except as set forth in Schedule 3.2, require any approval, consent or waiver of, or filing with, any entity, private or governmental, which has not been obtained.

4.3 *Capitalization.* The authorized capital stock of Buyer consists solely of one million (1,000,000) shares of common stock, par value \$0.001 per share, of which 455,000 shares are issued and outstanding. Upon the consummation of the transactions

hereunder, the Buyer's Stock will be duly authorized and validly issued and will be fully paid and non-assessable. Except as set forth on Schedule 4.3, the Buyer's Stock is free and clear of any and all claims, liens, pledges, charges, encumbrances, mortgages, security interests, options, preemptive or other rights, restrictions on transfer, or other interests or equities or imperfections of title whatsoever. Except for an aggregate of 30,000 shares of common stock issuable upon the exercise of outstanding or issuable warrants and an aggregate of 15,000 shares of common stock issuable upon the exercise of outstanding or issuable options, there are no other warrants, preemptive or other rights, options, calls, commitments, conversion privileges, or other agreements (all of the foregoing being collectively called "Buyer's Options") of the Company outstanding on the date hereof and there are no existing Buyer's Options obligating Buyer to issue any or all of its authorized and unissued capital stock, or any Buyer's Option convertible into and/or exchangeable for capital stock of Buyer. Buyer has no capital stock of any class authorized or outstanding except as identified herein. The Buyer's Stock represents 3.75% of the issued and outstanding capital stock of Buyer on a fully-diluted basis. To the best knowledge of Buyer, the Buyer's Stock was issued in transactions exempt from registration under the Securities Act and under the State Laws. To the best knowledge of Buyer, the Buyer has not violated the Securities Act or the State Laws in connection with the issuance of any shares of capital stock or other Buyer's Options from the date of incorporation through the Closing Date.

*4.4 Governmental Approvals.* Except as set forth on Schedule 3.2, all requisite consents, authorizations, licenses, permits, orders, certificates and approvals of all third parties and/or governmental agencies, including, without limitation, any governmental agency or authority of the United States, or other jurisdiction whose approval is necessary for Buyer to consummate the transactions contemplated by this Agreement, have been obtained.

*4.5 Financial Advisors.* Buyer has not dealt with any financial advisor, broker or finder in connection with the transactions contemplated herein.

*4.6 Disclosure.* No representation or warranty in this Article 4, and no statement contained elsewhere in this Agreement or in any Schedule, Exhibit, certificate or other document furnished or to be furnished by Buyer to the Sellers pursuant hereto or in connection with the transactions contemplated under this Agreement contains any untrue statement of a material fact or omits to state a material fact or any fact necessary to make the statements contained therein not materially misleading.

*4.7 Purchase for Investment.* Buyer hereby represents and warrants to each Seller and the Company that Buyer is acquiring the Purchased Stock for its own account, for investment, and not with a view to the distribution thereof in violation of the Securities Act or of the State Laws. Buyer understands that the Purchased Stock has not been and will not be registered under the Securities Act or the State Laws, by reason of the transactions contemplated hereby; and, that the Purchased Stock must be held by Buyer indefinitely unless a subsequent disposition thereof is registered under the Securities Act and the State Laws or is exempt from registration thereunder.

*4.8 Acknowledgment of Disclaimer of Profits.* Buyer expressly acknowledges and agrees that none of the Sellers has made any representation or warranty with respect to the future profitability or financial prospects of the Company after the Closing Date.

*4.9 Valid Title to Buyer's Stock.* The Buyer will deliver to each of the Sellers, valid and marketable title to the Buyer's Stock at the Closing, free and clear of any claims, liens, pledges, charges, encumbrances, mortgages, security, interests, options,

preemptive or other rights, restrictions on transfer or other interest or equities or any other imperfections of title whatsoever other than any transfer restrictions arising from the fact that Buyer's capital stock is not registered under any federal or state laws.

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6. COVENANTS OF COMPANY, SELLERS AND BUYER.

6.1 *Regulatory Filings.* Each of the parties hereto will furnish to the other parties hereto such necessary information and reasonable assistance as such other party may reasonably request in connection with its preparation of necessary filings or submissions to any governmental agency.

6.2 *Consummation of Agreement.* The Company, Buyer and each Seller shall use their respective reasonable efforts to satisfy all conditions to the Closing that are within their respective control to permit the consummation of the transactions contemplated by this Agreement.

6.3 *Authorization From Others.* The Company, Buyer and each Seller shall use their respective reasonable efforts to obtain all authorizations, consents and approvals of third parties or governmental agencies as described in this Agreement that may be required to permit the consummation of the transactions contemplated by this Agreement.

7. CONDITIONS PRECEDENT TO THE OBLIGATIONS OF BUYER TO CLOSE.

The obligation of Buyer to acquire the Purchased Stock as contemplated hereby, and to perform its other obligations hereunder to be performed on or after the Closing, shall be subject to the fulfillment, on or prior to the Closing Date, unless otherwise waived in writing by Buyer, of the following conditions:

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7.3 *Threatened or Pending Proceedings.* No proceedings shall have been initiated or threatened by any governmental department, commission, bureau, board, agency or instrumentality, foreign or domestic, or any other *bona fide* third party seeking to enjoin or otherwise restrain or to obtain an award for damages in connection with the consummation of the transactions contemplated hereby.

7.4 *Delivery of Certificates and Documents to Buyer.* The Company shall have delivered, or cause to be delivered, to the Buyer a certificate as to the legal existence and good standing of the Company and copies of its Amended and Restated Certificate of Incorporation, as amended, issued or certified by the Secretary of State of Delaware.

7.5 *Resignation of Directors and Officers.* Each member of the Board of Directors of the Company and each authorized person of the Company, except those persons listed in Schedule 7.5 shall have tendered to the Company a written resignation as a director and/or authorized person of the Company, as the case may be, effective as of the Closing.

7.6 *Consents.* The Company shall have obtained the approvals, consents and authorizations of all third parties and/or governmental agencies, including, without

limitation, those described in Schedule 3.2, necessary for the consummation of the transactions contemplated hereby in accordance with the requirements of applicable laws and agreements.

*7.7 Damage or Destruction.* The property owned or leased by the Company shall not have suffered any loss on account of fire, flood, accident or any other calamity to an extent that would materially interfere with the conduct of its business or materially impair the value of the Company as a going concern, regardless of whether any such loss or losses have been insured against.

*7.8 No Material Adverse Change.* There shall have been no material adverse change in the Company's business.

*7.9 Consulting Agreement.* The Consulting Agreement shall be in full force and effect.

*7.10 Termination, Acknowledgment and Release Agreements.* The Company and the former sole owner of the Company's previously issued and outstanding shares of common stock, par value \$0.0001 per share, George C. Grey, shall have delivered a letter to Buyer fully executed termination, acknowledgment and release agreement setting forth the terms stated in a form satisfactory to Buyer. The Company and each holder of Options shall have delivered to Buyer a fully executed Termination, Acknowledgment and Release Agreement as more fully described in Section 3.26.

*7.11 Due Diligence.* Buyer shall have had an opportunity to review, to its reasonable satisfaction, the books and records of the Company and its assets and conduct other due diligence as deemed necessary.

*7.12 Corporate Action.* All corporate action necessary to authorize (i) the execution, delivery and performance by the Company of this Agreement and any other agreements or instruments contemplated hereby to which the Company is a party and (ii) the consummation of the transactions and performance of its other obligations contemplated hereby and thereby shall have been duly and validly taken by the Company's board of directors, and the Buyer shall have been furnished with copies of all applicable resolutions adopted by the board of directors of the Company, certified by an authorized person of the Company.

*7.13 Company Common Stock.* The Company shall have provided Buyer with the cancelled stock certificate for the Seven Hundred Twenty Seven Thousand (727,500) shares of Company Common Stock, par value \$0.0001 per share, which was issued to George C. Grey and George C. Grey's duly executed stock power and letter contribution agreement transferring such Company Common Stock to the Company

## 8. *CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS TO CLOSE.*

The obligation of each Seller to sell the Purchased Stock as contemplated hereby, and to perform their respective other obligations hereunder to be performed on or after the Closing, shall be subject to the fulfillment, on or prior to the Closing Date, unless otherwise waived in writing by the Sellers holding at least seventy five percent (75%) of the Purchased Stock, of the following conditions:

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8.3 *Corporate Action.* All corporate action necessary to authorize (a) the execution, delivery and performance by Buyer of this Agreement and any other agreements or instruments contemplated hereby to which Buyer is a party and (b) the consummation of the transactions and performance of its other obligations contemplated hereby and thereby shall have been duly and validly taken by Buyer, and the Sellers shall have been furnished with copies of all applicable resolutions adopted by the board of directors of Buyer, certified by the an officer of Buyer.

8.4 *Threatened or Pending Proceedings.* No proceedings shall have been initiated or threatened by any governmental department, commission, board, bureau, agency or instrumentality, foreign or domestic, or any other *bona fide* third party seeking to enjoin or otherwise restrain or to obtain an award for damages in connection with the consummation of the transactions contemplated hereby.

8.5 *Delivery of Certificates and Documents to Sellers.* The Buyer shall have delivered, or cause to be delivered, to the Sellers a certificate as to the legal existence and good standing of Buyer and copies of its Certificate of Incorporation, as amended, issued or certified by the Secretary of State of the Delaware.

8.6 *Consents.* The Buyer shall have obtained the approvals, consents and authorizations, including, without limitation, of all third parties and/or governmental agencies necessary for the consummation of the transactions contemplated hereby in accordance with the requirements of applicable laws and agreements.

8.7 *No Material Adverse Change.* There shall have been no material adverse change in the Buyer's business.

8.8 *Opinion of Counsel.* Buyer's counsel shall deliver its opinion in substantially the form attached hereto as Exhibit 2.6.

8.9 *Due Diligence.* The Company and the Sellers shall have had an opportunity to review, to their reasonable satisfaction, the books and records of the Buyer, its assets and conduct other due diligence as deemed necessary.

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## 10. RIGHTS AND OBLIGATIONS SUBSEQUENT TO CLOSING.

10.1 *Survival of Representations and Warranties.* All representations, warranties, covenants and obligations of the Company herein or in any Exhibit, Schedule, certificate or financial statement delivered by the Company to another party incident to the transactions contemplated hereby shall be null and void at all times after the Closing Date. All representations, warranties, covenants and obligations herein or in any Exhibit, Schedule, certificate or financial statement delivered by a party who is not the Company to another party incident to the transactions contemplated hereby shall be deemed to have been relied upon by the other party, shall survive the execution and delivery of this Agreement, any investigation at any time made by any party hereto, and the sale and purchase of the Purchased Stock until twelve (12) months after the Closing Date (the "Cut-off Date"). No claim of misrepresentation or breach of any representation, warranty, covenant or obligation may be made by any party hereunder unless notice of such claim is given to the party claimed against on or before the Cut-off Date.

## 11. INDEMNIFICATION.

11.1 *Indemnification by the Sellers.* Subject in all cases to the limits on indemnification in Article 10 and Article 11, each Seller, severally and not jointly, hereby agrees to defend, indemnify and hold Buyer, the Company and their respective officers, directors, shareholders, employees, agents, attorneys and representatives (the "Buyer Indemnified Parties"), harmless from and against any damages, liabilities, losses and expenses (including, without limitation, reasonable attorneys' fees) which may be sustained or suffered by a Buyer Indemnified Party (a) arising out of, based upon, or by reason of a breach of any representation or warranty made by such Seller pursuant to Section 3A hereof; (b) a failure to perform any agreement or covenant made by such Seller pursuant to the terms of this Agreement; (c) arising out of, based upon, or by reason of any claim, action or proceeding asserted or arising out of any matter or thing covered by such breached representations, warranties or covenants; *provided, however*, that (a) there shall be no indemnification with respect to any claim for breach of any representation, warranty or covenant asserted by a Buyer Indemnified Party after the Cut-Off Date, and (b) there shall be no indemnification by such Seller except to the extent that the total of claims for indemnification by the Buyer Indemnified Parties shall exceed an aggregate of \$50,000.00 (the "Deductible") (such amount being a deductible amount versus merely a threshold); *provided, however*, that the foregoing limitations shall not apply to those claims that involve fraud or willful misconduct of such Seller. Notwithstanding anything to the contrary contained herein, in no event shall such Seller's aggregate liability under this Agreement exceed (i) in the case that the Buyer's Stock held by such Seller is repurchased pursuant to Section 2.5 hereof, an amount equal to the cash amount such Seller received pursuant to Section 2.5 or (ii) in the case that the Buyer's Stock held by such Seller is not repurchased by Buyer pursuant to Section 2.5 hereof, an amount equal to the then current market value of the Buyer's Stock issued to such Seller at the Closing as determined in good faith by the Buyer's board of directors, provided that the indemnification obligations of such Seller under this Article 11 may, in such Seller's sole discretion, be discharged in full by the surrender to Buyer of such portion of the Buyer's Stock as is equal to the indemnifiable amount based on the current market value of the Buyer's Stock determined as aforementioned. This Article 11 shall be the sole and exclusive recourse and remedy of the Buyer Indemnified Parties for a breach of this Agreement, other than a breach of this Agreement arising from fraudulent or willful misconduct of such Seller. The only legal action that may be asserted by any of the Buyer Indemnified Parties with respect to any matter arising out of the transactions contemplated by this Agreement shall be a contract action to enforce, or to recover damages as an indemnification claim hereunder for the breach of this Agreement. Without limiting the generality of the foregoing, no legal action based upon predecessor or successor liability, contribution, tort, strict liability or any statute, regulation or ordinance may be maintained by any of the Buyer Indemnified Parties with respect to any matter that is the subject of this Article 11.

11.2 *Indemnification by the Buyer.* Buyer hereby agrees to defend, indemnify and hold each of the Sellers and their respective employees, agents, attorneys, and representatives (the "Seller Indemnified Parties"), harmless from and against any damages, liabilities, losses and expenses (including, without limitation, reasonable attorneys' fees) which may be sustained or suffered by any such Seller (a) arising out of, based upon, or by reason of a breach of any representation or warranty made by Buyer pursuant to Article 4 hereof; (b) a failure to perform any agreement or covenant, made by the Buyer in this Agreement; or (c) arising out of, based upon, or by reason of any claim, action or proceeding asserted or arising out of any matter or thing covered by such

breached representations, warranties or covenants; *provided, however*, that (a) no indemnification shall be payable with respect to any claim for breach of any representation, warranty or covenant asserted by a Seller Indemnified Party after the Cut-Off Date and (b) no indemnification shall be payable by Buyer except to the extent that the total of claims in the aggregate for indemnification by the Seller Indemnified Parties shall exceed the Deductible (such amount being a deductible amount versus merely a threshold); *provided, however*, that the foregoing limitations shall not apply to those claims that involve fraud or willful misconduct of Buyer. Notwithstanding anything to the contrary contained herein, in no event shall Buyer's aggregate liability under this Section 11.2 exceed the aggregate dollar value of the repurchase option specified in Section 2.5. This Article 11 shall be the sole and exclusive recourse and remedy of the Seller Indemnified Parties for a breach of this Agreement, other than a breach of this Agreement arising from fraudulent or willful misconduct of Buyer. The only legal action that may be asserted by any of the Seller Indemnified Parties with respect to any matter arising out of the transaction contemplated by this Agreement shall be a contract action to enforce, or to recover damages as an indemnification claim hereunder for the breach of this Agreement. Without limiting the generality of the foregoing, no legal action based upon predecessor or successor liability, contribution, tort, strict liability or any statute, regulation or ordinance may be maintained by any of the Seller Indemnified Parties with respect to any matter that is the subject of this Article 11.

11.3 *Notice; Defense of Claims.* Each party to this Agreement shall give prompt written notice to the other party or parties to this Agreement with respect to any claim for indemnification hereunder specifying the amount and nature of the claim, and any facts or matters which are likely to give rise to an indemnification claim. Each party to this Agreement has the right to participate at its own expense in the defense of any such matter or its settlement, or the indemnified party may direct the indemnifying party to take over the defense of such matter so long as such defense is expeditious. Failure to give timely notice of a matter which may give rise to an indemnification claim shall not affect the rights of the indemnified party to collect damages from the indemnifying party so long as such failure to so notify does not materially adversely affect the indemnifying party's ability to defend such claim against a third party. No indemnifying party in the defense of any claim or litigation shall, except with the consent of an indemnified party, consent to the entry of any judgment or enter into any settlement by which such indemnified party is to be bound and which judgment or settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

## 12. NON-DISCLOSURE COVENANTS.

12.1 *Disclosure of Information.* It is understood that the business of the Company is of a confidential nature. Prior to the date hereof the Company may have revealed and on or after the date hereof the Buyer may reveal to the Sellers confidential information concerning the Buyer or any of the Buyer's affiliates or subsidiaries which, if known to competitors thereof, would damage Buyer or its said affiliates or subsidiaries. Each Seller, severally and not jointly, agrees that they will never divulge or appropriate for his, her or its own use, or to the use of any third party, any secret or confidential information or knowledge obtained by them concerning Company, Buyer or Buyer's subsidiaries or affiliates, including, but not limited to, information pertaining to methods, processes, designs, equipment, catalogs, customer lists and operating procedures. The restrictions contained in this paragraph against disclosing or using confidential information shall not apply to: (a) information which is in the public domain other than by reason of a Seller's breach of this Agreement; (b) information previously disclosed by a Seller or the



Company to prospective purchasers of the Company, which prospective purchasers have executed and delivered nondisclosure agreements to the Company; (c) general financial information disclosed by a Seller to its shareholders, partners or investors; (d) information obtained independently by such Seller not in violation of a nondisclosure agreement to which the Seller is a party; or (e) information required to be disclosed by legal requirements or an order of a competent judicial or quasi-judicial authority..

12.2 *Disclosure of Transaction.* Neither party shall disclose the contents of this Agreement nor the terms of the sale contemplated hereunder without the prior written consent of the other party; *provided, however,* that each party may disclose the contents of this Agreement or the terms of the sale to its shareholders, partners, investors or professional advisors.

### 13. MISCELLANEOUS.

13.1 *Assignability.* Neither this Agreement nor any rights or obligations hereunder, are assignable by the Sellers or the Company. The rights of Buyer under this Agreement are assignable in part or wholly to any company controlled by, controlling or under common control with Buyer and any assignee of Buyer shall succeed to and be possessed of the rights of Buyer hereunder to the extent of the assignment made; *provided, however,* that any such assignment by Buyer shall not relieve Buyer of its obligations hereunder. In addition, after the Closing, Buyer may assign all of its rights and/or obligations under this Agreement to any person who acquires either the stock of Buyer or the Company, or substantially all of the assets of the Company; *provided, however,* that any such assignment by Buyer shall not relieve Buyer of its obligations hereunder.

13.2 *Publicity.* Except as otherwise required by law, none of the parties hereto shall issue any press release or make any other public statement relating to his Agreement or the matters contained herein, without obtaining the prior approval of Buyer, each Seller and the Company to the contents and the manner of presentation and publication thereof.

13.3 *Section Headings.* The Section and paragraph headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect provisions thereof. All Exhibits and/or Schedules hereto shall be initialed for identification or may be physically annexed hereto, but in either event such Exhibits or Schedules shall be deemed to be a part hereof.

13.4 *Waiver.* Neither the failure nor any delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, or of any other right, power or remedy or preclude any further or other exercise thereof, or the exercise of any other right, power or remedy.

13.5 *Expenses.* Buyer, the Company and each Seller shall pay the fees and expenses of their respective accountants and legal counsel incurred in connection with the transactions contemplated by this Agreement.

13.6 *Notices.* Any notices required or permitted to be given hereunder shall be given in writing and delivered in person or sent certified mail, postage prepaid, return receipt requested, to Buyer or the Company at their respective addresses set forth at the beginning of this Agreement and to a Seller at the address set forth on the signature pages of this Agreement or at such other addresses as may hereinafter be designated by such

party in writing to other parties.

13.7 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of New Jersey.

13.8 *Entire Agreement.* This Agreement contains the entire agreement between the parties hereto with respect to the transaction contemplated herein and shall not be modified or amended except by an instrument in writing signed by the parties hereto.

13.9 *Validity.* The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provisions hereof, and this Agreement shall be construed in all other respects as if such invalid and unenforceable provisions were omitted.

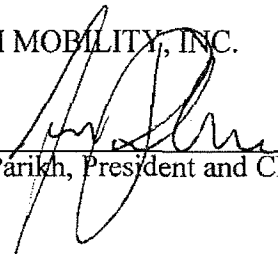
13.10 *Counterparts.* This Agreement may be signed in any number of counterparts each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

*[Remainder of Page Intentionally Left Blank.]*

IN WITNESS WHEREOF, we have set our hands and seals as of the date first above written.

BUYER:

EXCLAIM MOBILITY, INC.

By:   
Jiren Parikh, President and CEO

THE COMPANY:

MOBICIOUS INC.

By: \_\_\_\_\_  
Edward Lang, Authorized Person

IN WITNESS WHEREOF, we have set our hands and seals as of the date first above written.

BUYER:

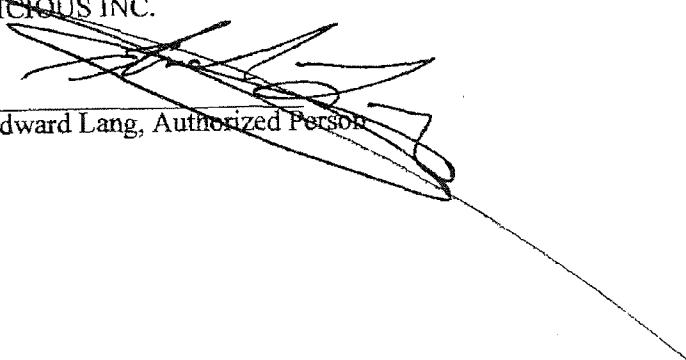
EXCLAIM MOBILITY, INC.

By: \_\_\_\_\_  
Jiren Parikh, President and CEO

THE COMPANY:

MOBICIOUS INC.

By: \_\_\_\_\_  
Edward Lang, Authorized Person



IN WITNESS WHEREOF, we have set our hands and seals as of the date first above written.

SELLERS:

NORTH BRIDGE VENTURE PARTNERS V-A,  
L.P. (1,258,271 shares)

By: North Bridge Venture Management V, L.P.  
Its General Partner

By: NBVM GP, LLC  
Its General Partner

By: *James A. Goldstein*  
Name: JAMES A. GOLDSTEIN  
Title: MANAGER

ADDRESS: 950 Winter Street, Suite 4600  
Waltham, MA 02451

NORTH BRIDGE VENTURE PARTNERS V-B,  
L.P. (616,729 shares)

By: North Bridge Venture Management V, L.P.  
Its General Partner

By: NBVM GP, LLC  
Its General Partner

By: *James A. Goldstein*  
Name: JAMES A. GOLDSTEIN  
Title: MANAGER

ADDRESS: 950 Winter Street, Suite 4600  
Waltham, MA 02451

NORTH BRIDGE VENTURE PARTNERS VI,  
L.P. (1,375,000 shares)

By: North Bridge Venture Management VI, L.P.  
Its General Partner

By: NBVM GP, LLC  
Its General Partner

By: *James A. Goldstein*  
Name: JAMES A. GOLDSTEIN  
Title: MANAGER

ADDRESS: 950 Winter Street, Suite 4600  
Waltham, MA 02451

TRADEMARK

REEL: 004182 FRAME: 0645

IN WITNESS WHEREOF, we have set our hands and seals as of the date first above written.

SELLERS:

CARMEL VENTURES II, L.P. (3,250,000 shares)

By: Carmel 2 Ltd. (Its General Partner)

By:

Name: *[Signature]*  
Yitzchak Aviner / Rina Shainski

Title: \_\_\_\_\_

ADDRESS: Ackerstein Towers, Building D  
18 Abba Eban Ave.  
Herzliya Pituach 46925 461 2 0  
Israel

## SCHEDULES

- Schedule A - Purchased Stock
- Schedule B - Initial Allocation of Buyer's Stock
- Schedule B-1 - Post-Closing Allocation of Buyer's Stock
- Schedule 3.1 - Jurisdictions
- Schedule 3.2 - Breaches, Defaults and Required Consents
- Schedule 3.4 - Outstanding Options
- Schedule 3.7(a) - Noncompliance
- Schedule 3.7(b) - Supplier, Customer or Distributor Notification
- Schedule 3.8(c) - Commercial Obligations
- Schedule 3.8(d) - Disputed Receivables
- Schedule 3.9 - Taxes
- Schedule 3.10 - Patents, Trademarks and Copyrights
- Schedule 3.13 - Material Contracts
- Schedule 3.15 - Changes
- Schedule 3.16 - Insurance
- Schedule 3.18(a) - Employee Benefit Plans
- Schedule 3.18(b) - Reports Regarding Pension Plan
- Schedule 3.24 - Labor Relations
- Schedule 4.3 - Liens on Buyer Common Stock
- Schedule 7.5 - Officers and Directors