

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Escallate, LLC		10/01/2009	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Intercontinental Financial Services, Inc.		
<b>Street Address:</b>	32107 Lindero Cyn Rd. 227		
<b>City:</b>	Westlake Village		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91361		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3507374	IFS	
<b>Registration Number:</b>	3507375	INTERCONTINENTAL FINANCIAL SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(330)491-4089		
<b>Email:</b>	jyost@emp.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Jason Yost		
<b>Address Line 1:</b>	4535 Dressler Rd.		
<b>Address Line 4:</b>	Canton, OHIO 44718		
<b>NAME OF SUBMITTER:</b>	Jason D. Yost		
<b>Signature:</b>	/Jason D. Yost/		
<b>Date:</b>	11/29/2011		

OP \$65.00 3507374

**Total Attachments: 18**

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## ASSET PURCHASE AGREEMENT

This Agreement entered into this the 1st day of October, 2009 by and among Escallate, LLC, an Ohio limited liability company (hereinafter "Seller"), and Intercontinental Financial Services, Inc., a California corporation, (hereinafter "Buyer").

WHEREAS, Seller operates a business primarily engaged in the Commercial Accounts Receivable Management Industry; and

WHEREAS, Seller owns equipment, inventory, contract rights, and miscellaneous assets used in connection with the operations of its business; and

WHEREAS, Buyer desires to acquire substantially all of the assets used or useful, or intended to be used in the operation of Sellers Commercial Business Division and Seller desires to sell such assets to Buyer; and

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

### SECTION 1. ASSETS PURCHASED; LIABILITIES ASSUMED

1.1 **ASSETS PURCHASED.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, on the terms and conditions set forth in this Agreement substantially all of the assets owned or used by the Seller in connection with the operation of the Commercial Business Division, other than the Excluded Assets (herein defined), which assets shall include, without limitation, the assets ("Assets) which are set forth on Schedule 1.1 hereto.

#### 1.2 **ASSUMPTION OF LIABILITIES**

Buyer shall not be responsible for any unfilled orders from the Commercial Division customers of Seller and responsibility of payment for other obligations of Seller, including but not limited to, Seller's obligations under any lease contract or account other than those set forth in Schedule 1.2 hereto. Seller will be responsible for any liabilities incurred prior to the Closing Date.

## **SECTION 2. EXCLUDED ASSETS AND LIABILITIES**

### **2.1 EXCLUDED ASSETS**

Excluded from this sale and purchase the excluded assets (Excluded Assets) which are set forth in Schedule 2.0 hereto. Buyer will continue collection efforts of the excluded A/R in Schedule 2.0. Buyer does not warrant in any way that 100% of the excluded A/R in Schedule 2.0 will be collected. Buyer takes no responsibility for any uncollectible A/R, however, Buyer will make its best effort to collect the Excluded A/R on Sellers behalf. Seller acknowledges the A/R aging for its Commercial division as of 9/15/09 is at [REDACTED], and that 47.8% of the A/R outstanding is over 90 days old. The A/R aging for the Commercial Division as of 9/15/09 is detailed in Schedule 2.2. The A/R aging for the Commercial Division as of 9/30/09 is detailed in Schedule 2.3.

### **2.2 EXCLUDED LIABILITIES**

Except for the Assumed Liabilities (Schedule 1.2), Buyer shall not assume and under no circumstances shall Buyer be obligated to pay or assume, and none of the assets of Buyer shall be or become liable for or subject to any liability, Indebtedness, commitment, or obligation of Seller, whether known or unknown, fixed or contingent, recorded or unrecorded, currently existing or hereafter arising or otherwise (collectively, the "Excluded Liabilities"), including,

without limitation, the following Excluded Liabilities (Schedule 2.4):

- (a) any debt, obligation, expense or liability that is not an Assumed Liability;
- (b) claims or potential claims related to Seller's debt collection activities or general liability occurring prior to the Closing Date;
- (c) any liabilities or obligations associated with or arising out of any Excluded

Assets:

(d) federal, state, or local tax liabilities or obligations of Seller in respect of periods prior to the Closing Date (including, without limitation, liability for any unpaid state or federal taxes, together with any penalties thereon) or resulting from the consummation of the transactions contemplated herein including, without limitation, any income tax, any franchise tax, any tax recapture, any sales and/or use tax, any state and local recording fees and taxes which may arise upon the consummation of the transactions contemplated herein, and any FICA, FUTA, worker's compensation, and any and all other taxes or amounts due and payable as a result of the exercise by employees at the Business of such employee's right to vacation, sick leave, and holiday benefits accrued while in the employ of the Seller.

(e) any obligation or liability accruing, arising out of, or relating to any federal, state, or local investigations of, or claims or actions against, the Seller or any of its Affiliates or any of their employees, medical staff, agents, vendors, or representatives with respect to acts or omissions prior to the Closing Date.

### SECTION 3. PURCHASE PRICE FOR ASSETS

The purchase price (Purchase Price) for the assets shall be [REDACTED], allocated as

follows:

1.	Equipment, contracts, inventory and other personal property	██████████
2.	Goodwill and remaining assets	██████████
	TOTAL	██████████

**SECTION 4. PAYMENT OF PURCHASE PRICE**

The Purchase Price for the Assets shall be paid as follows:

4.1 Within 90 days after October 1, 2009 ("the Closing Date"), Buyer shall cause to be delivered to Seller the sum of ██████████ in cash which shall be sent via wire transfer of immediate funds to the Seller.

4.2 By June 30, 2012, Buyer shall pay to Seller the sum of ██████████ in ██████████ equal monthly installments beginning November 15, 2009 pursuant to the promissory note set forth in Schedule 4.2 hereto.

4.3 The parties agree that amounts due hereunder shall be net amounts due to Seller without regard to any interest whatsoever, whether actual, imputed or implied.

**SECTION 5. OTHER AGREEMENTS**

At closing, the parties shall execute the following additional agreements:

- 5.1 General Assignment and Bill of Sale;
- 5.2 Assignment and Assumption Agreement;
- 5.3 Copies of the Action by Unanimous Written Consent of the Members of Escallate, LLC, and Unanimous Written Consent of the Board Members of Intercontinental Financial Services, Inc.;
- 5.4 Closing Certificates;
- 5.5 Certificates of incumbency;

**SECTION 6. SELLER'S REPRESENTATIONS AND WARRANTIES**

Seller represent and warrant to Buyer as follows:

**6.1 LIMITED LIABILITY CORPORATE EXISTENCE.** Seller is now and on the date of closing will be an LLC duly organized and validly existing and in good standing under the laws of the State of Ohio. Seller has all requisite corporate of power and authority to own, operate and/or lease the assets, as the case may be, and to carry own its business as now being conducted.

**6.2 AUTHORIZATION.** The execution, delivery and performance of this Agreement have been duly authorized and approved by the Board of Directors and Members of Seller, and this Agreement constitutes a valid and binding agreement of Seller in accordance with its terms.

**6.3 BROKERS AND FINDERS.** Seller has not employed any broker or finder in connection with the transaction contemplated by this Agreement or taken action that would give rise to valid claims against any party for a brokerage commission, finder's fee or other like payment.

**6.4 LABOR AGREEMENTS AND DISPUTES.** Seller is neither a party to, nor otherwise subject to any collective bargaining or other agreement governing the wages, hours, in terms of employment of Seller's employees. Seller is not aware of any labor dispute or labor trouble involving employees of Seller.

**6.5 NONCANCELLABLE CONTRACTS.** At the time of closing, there will be no material leases, employment contracts, contracts for services, or maintenance, or other similar contacts, existing or related to or connected with the operation of Seller's business not cancelable within thirty (30) days.

**6.6 LITIGATION.** Seller has no knowledge of any claim, litigation,

proceeding, or investigation pending or threatened against Seller that might result in any material adverse change in the business or condition of the assets being conveyed under this Agreement.

**6.7 ACCURACY OF REPRESENTATIONS AND WARRANTIES.** None of the representations or warranties of Seller contain or will contain any untrue statements of a material fact or omit or will omit or misstate a material fact necessary in order to make statements in this Agreement not misleading. Seller is not aware of any fact that has resulted, or that in the reasonable judgment of Seller will result in material change in the business, operations, or assets of Seller that has not been set forth in this Agreement or otherwise disclosed to Buyer.

**SECTION 7. REPRESENTATIONS OF BUYER**

Buyer represents and warrants as follows:

**7.1 CORPORATE EXISTENCE.** Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of California. Buyer has all requisite corporate power and authority to enter into this Agreement and perform its obligations hereunder.

**7.2 AUTHORIZATION.** The execution, delivery and performance of this Agreement have been duly authorized and approved by the Board of Directors and Shareholders of Buyer, and this Agreement constitutes a valid and binding agreement of Buyer in accordance with its terms.

**7.3 BROKERS AND FINDERS.** Buyer has not employed any broker or finder in connection with the transactions contemplated by this Agreement and has taken no action that would give rise to a valid claim against any party for a brokerage commission, finder's fee or other like payment.

**7.4 ACCURACY OF REPRESENTATIONS AND WARRANTIES.** None of the representations or warranties of Buyer contain or will contain any untrue statement of a



material fact or omit or will omit or misstate a material fact necessary in order to make the misstatements contained herein not misleading.

## **SECTION 8. COVENANTS OF SELLER**

**8.1 SELLER'S OPERATION OF BUSINESS PRIOR TO CLOSING.** Seller agrees that between the date of this Agreement and the date of closing, Seller will:

**8.1.1** Use its best efforts to preserve its business organization and preserve the continued operation of its business with its customers, suppliers, and others having business relations with Seller.

**8.1.2** Not assign, sell, lease or otherwise transfer or dispose of any of the assets listed on Schedule 1.1 except to Buyer.

**8.1.3** Maintain all of its assets other than inventories in their present conditions, reasonable wear and tear and ordinary usage accepted and maintain the inventories at levels normally maintained.

**8.2 ACCESS TO PREMISES AND INFORMATION.** At reasonable times prior to the closing date, Seller will provide Buyer and its representatives with reasonable access during business hours to the assets, titles, contracts and records of Seller and furnish such additional information concerning Seller's businesses Buyer may from time to time reasonably request.

### **8.3 EMPLOYEE MATTERS.**

**8.3.1** Prior to the closing date, Seller will not, without Buyer's prior written consent, enter into any material agreements with its employees, increase the rate of compensation or bonus payable to or to become payable to any employee or effect any change in the management, personnel policies, or employee benefits, except in accordance with existing

employment practices.

8.3.2 As of or prior to the closing date, Seller will terminate all of its employees and will pay each employee all wages, commissions, bonuses, and accrued vacation pay earned up to the time of termination.

8.4 **CONDITIONS AND BEST EFFORTS.** Seller will use their best efforts to effectuate the transactions contemplated by this Agreement and to fulfill all the conditions of the obligations of Seller under this Agreement, and will do all acts and things as may be required to carry out their respective obligations under this Agreement and to consummate and complete this agreement. Seller agrees to continue to allow Buyer use and access to the [REDACTED] database and all its functionality, until the Buyer has migrated to its own collection software system. In addition, prior to Buyer's migration to its own collection software Seller agrees to continue to provide the following services to Buyer until December 31, 2009:

- (a) Posting of Trust and Cash
- (b) Use of Seller's bank accounts for Trust Accounting, remittances to clients and remittances to attorneys for commissions and costs and non-contingent suit fees related to the collection of debtor accounts. Seller agrees to pay Buyer its earned commissions from collections within 5 business days of the close of the prior calendar month.
- (c) Disburse checks to Clients and Attorneys.
- (d) Management of the [REDACTED] including but not limited loading new accounts for collections into the [REDACTED].
- (e) Access to the Seller's Intranet for Credit Card Payments from debtors
- (f) Ability to run check by phone payments from debtors
- (g) Print checks and statements to Clients and Attorneys

Seller also agrees to allow Buyer to continue to use the 3 allocated cell phones and its service,

and Seller also agrees to allow Buyer to continue to use its Cisco phone system until Buyer has switched to its own services and equipment.

#### **SECTION 9. COVENANTS OF BUYER**

**9.1 CONDITIONS AND BEST EFFORTS.** Buyer will use its best efforts to effectuate the transaction contemplated by this Agreement and to fulfill all the conditions of Buyer's obligations under this Agreement, and shall do all acts and things as may be required to carry out Buyer's obligations and to consummate this Agreement. Buyer agrees to have migrated to its own collection software platform, phone system, cell service prior to January 1, 2010. Buyer also agrees to obtain its own banking relationship and bank accounts prior to January 1, 2010.

**9.2 CONFIDENTIAL INFORMATION.** If for any reason the sale of Assets is not closed, Buyer will not disclose to third parties any confidential information received from Seller in the course of investigating, negotiating, and performing the transactions contemplated by this Agreement.

#### **SECTION 10. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS**

The obligation of Buyer to purchase the Assets is subject to the fulfillment, prior to or at the closing date, of each of the obligations defined herein, any one or portion of which may be waived in writing by Buyer.

#### **10.1 REPRESENTATIONS, WARRANTIES AND COVENANTS AND SELLER.**

All representations and warranties made in this Agreement by Seller shall be true as of the closing date as fully as those such representations and warranties had been made on or

as of the closing date, and, as of the closing date, Seller shall not have violated or shall have failed to perform in accordance with any covenant contained in this Agreement.

**10.2 LICENSES AND PERMITS.** Buyer shall have obtained all licenses and permits from public authorities necessary to authorize the ownership and operation of the business of Seller.

**10.3 CONDITIONS OF THE BUSINESS.** There shall have been no material adverse change in the manner in of operation of Seller's business prior to the closing date.

**10.4 NO SUITS OR ACTIONS.** At the closing date, no suit, action or other proceeding shall have been threatened or instituted to restrain, enjoin or otherwise prevent the consummation of this Agreement or the contemplated transactions.

#### **SECTION 11. CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER**

The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, prior to or at the closing date, of the obligations defined herein, which may be waived in writing by Seller.

All representations and warranties made in this Agreement by Buyer shall be true as of the closing date as fully as though such representations and warranties have been made on and as of the closing date, and Buyer shall not have violated or shall not have failed to perform in accordance with any covenant contained in this Agreement.

#### **SECTION 12. BUYER'S ACCEPTANCE**

Buyer represents and acknowledges that it has entered into this Agreement on the basis of its own examination, personal knowledge, and opinion the value of the business. Buyer has not relied on any representations made by Seller other than those specified in this Agreement. Buyer further acknowledges that Seller has made no agreement or promise to repair or improve any

equipment, rolling stock or other personal property being sold to Buyer under this Agreement, and that Buyer takes all such property in the condition existing on the date of this Agreement, except as otherwise provided in this Agreement.

### SECTION 13. INDEMNIFICATION AND SURVIVAL

**13.1 SURVIVAL OF REPRESENTATIONS AND WARRANTIES.** All representations and warranties made in this Agreement shall survive the closing of this Agreement, except that any party to whom a representation of warranty has been made in this Agreement shall be deemed to have waived any misrepresentation or breach of representation or warranty which such party had knowledge prior to closing. Any party learning of a misrepresentation or breach of representation or warranty under this Agreement shall immediately give notice thereof to all other parties to this Agreement. The representations and warranties in this Agreement shall terminate one (1) year from the closing date, and such representations or warranties shall thereafter be without force or effect, except any claim with respect to which notice has been given to the party to be charged prior to such expiration date.

### SECTION 14. RIGHTS AND OBLIGATIONS SUBSEQUENT TO CLOSING

**14.1 BOOKS AND RECORDS.** This sale does not include the books of account and records of Seller's business. However, possession and custody of such books and records, except for Seller's general ledger, may be retained by Buyer for a period of twelve (12) months. During this period, Seller or its agents shall have access to such books and records and may make copies thereof. Buyer will exercise reasonable care in the safekeeping of such records. Seller shall retain its general ledger but shall make it available for inspection by Buyer from time to time upon reasonable request.

## SECTION 15. TERMINATION OF AGREEMENT

15.1 **BY MUTUAL CONSENT.** This Agreement may be terminated by mutual written consent of Buyer and Seller.

15.2 **BREACH OF REPRESENTATIONS AND WARRANTIES; FAILURE OF CONDITIONS.** Buyer may elect by notice to Seller, and Seller may elect by notice to Buyer, to terminate this Agreement if;

15.2.1 The terminating party shall have discovered a material error, misstatement, or omission in the representations and warranties made in this Agreement by the other party which shall not have been cured by such other party within fifteen (15) days after written notice to such other party specifying in detail such asserted error, misstatement, or omission, or by the closing date, whichever first occurs.

15.2.2 All of the conditions precedent of the terminating party's obligations under this Agreement as set forth in either Section 10 or 11, as the case may be, have not occurred and have not been waived by the terminating party on or prior to the closing date.

15.3 **CLOSING NOTWITHSTANDING THE RIGHT TO TERMINATE.** The party with a right to terminate this Agreement pursuant to Section 15.2.1 or 15.2.2 shall not be bound to exercise such right, and its failure to exercise such right shall not constitute a waiver of any other right it may have under this Agreement, including but not limited to remedies for breach of a representation, warranty, or covenant.

## SECTION 16. MISCELLANEOUS

16.1 The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

16.2 Any notice or other communication required or permitted to be given under this

Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties as follows:

**SELLER:** Escallate, LLC  
4535 Dressler Rd., NW  
Canton, OH 44718

**BUYER:** Intercontinental Financial  
Services, Inc.  
32107 Lindero Cyn. Rd., #222  
Westlake Village, CA 91361

All notices and other communications shall be deemed to be given at the expiration of three (3) days after the date of mailing. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other parties as provided above.

16.3 In the event of a default under this Agreement, the defaulting party shall reimburse the non-defaulting party or parties for all costs and expenses reasonably incurred by the non-defaulting party or parties in connection with the default, including without limitation attorney fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation reasonable attorney fees at the trial level and on appeal.

16.4 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

16.5 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of California.

16.6 This Agreement constitutes the entire agreement between the parties pertaining to

its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

In Witness Whereof, the party hereto has duly executed this Agreement as of

OCTOBER 1, 2009

SELLER

Escallate, LLC

BY: Bruce Wellock

Title: PRESIDENT

In Witness Whereof, the party hereto has duly executed this Agreement as of

10/13, 2009

BUYER

Intercontinental Financial Services, Inc.

By: Muanda Howard

Title: PRESIDENT



**SCHEDULE 1.1--ESCALLATE LLC'S COMMERCIAL DIVISION ASSETS**

--3 Desks

--3 Chairs

--4 2 Drawer File Cabinets

--1 4 Drawer File Cabinet

--1 2 Door Supply Cabinet

--1 Microwave

--1 Mini Refrigerator

--2 Book Shelves

--1 HP 2600n Printer

--1 HP 1020 Printer

--1 HP 1018 Printer

--1 Dell Desktop

--4 Laptops (one has a damaged screen)

--3 Computer Monitors

--Intercontinental Financial Services/IFS Trademark--needs to be transferred to  
Intercontinental Financial Services, Inc.

GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE, is executed this 1st day of October 2009, by ESCALLATE, LLC, an Ohio limited liability company ("Company"), in favor of INTERCONTINENTAL FINANCIAL SERVICES, INC., a California Corporation ("IFS").

RECITALS:

A. Company and IFS are parties to an Asset Purchase Agreement dated as of October 1, 2009 for the contribution by Company to IFS of certain of the assets owned by Company and used in the ownership and operation of Company's Business (as such term is defined in the Asset Purchase Agreement).

B. The Asset Purchase Agreement requires Company to execute and deliver to IFS an instrument conveying good, valid, marketable, legal and equitable title to all tangible assets which are a part of the Assets and good, valid, marketable, legal and equitable title to all intangible assets which are a part of the Company's Assets of the Commercial Division, free and clear of all liabilities, claims, liens, security interests and restrictions other than the Assumed Liabilities and any Permitted Encumbrances.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by Company, and pursuant to the terms of the Asset Purchase Agreement, Company covenants and agrees as follows:

1. Sale, Transfer and Assignment. Company hereby sells, transfers, assigns, grants, conveys and delivers to IFS, the Company's Assets of its Commercial Division, together with all of Company's right, title and interest therein and thereto, to have and to hold the same, together with all rights pertaining thereto unto IFS, its successors and assigns, to its and their use forever. The Assets are being sold subject to the representations and warranties set forth in the Contribution Agreement, which is incorporated into this General Assignment and Bill of Sale by reference as if rewritten herein.

2. Excluded Assets. IFS shall not acquire hereunder, and does not accept any right, title or interest in or to, any of the Excluded Assets.

3. Non-Assignable Rights and Properties. To the extent that the assignment, transfer and/or conveyance by Company of any property, right or asset to be assigned, transferred and/or conveyed to IFS pursuant to this instrument shall require the consent or approval of any other party, and such consent or approval has not been obtained by the date hereof, this instrument shall not constitute an assignment of the same if an attempted assignment would constitute a breach thereof or would in any way adversely affect the rights of IFS

thereunder. In such case, the beneficial interest in and to such property, right or asset shall in any event pass to IFS hereunder (subject, however, to any prohibition, restriction or limitation imposed by law), and Company covenants and agrees:

a. From and after the date hereof to hold and declare that it holds such property right or asset in trust for the benefit of IFS and its successors and assigns;

b. To use its best efforts to obtain and secure any and all consents and approvals that may be necessary to effect a valid assignment, transfer and/or conveyance of the same to IFS without change in any of the material terms or conditions thereof, including, without limitation, the formal assignment, transfer, conveyance or notation of any of the same, if so required;

c. To make or complete such transfers within the time period required therefore under the Asset Purchase Agreement;

d. To cooperate with IFS, its successors and assigns, in any other arrangement designed to provide for IFS and its successors and assigns the benefits of and to such property, right or asset; and

e. From and after the date hereof, to use its best efforts to enforce for the account of IFS (and its successors and assigns) any and all rights of Company arising from or in respect of such property, right or asset.

The agreements and covenants of Company contained in this Section 3, and the rights conferred on IFS hereunder, are cumulative and are in addition to, and not in lieu or limitation of, the rights and obligations of Company and IFS under the Asset Purchase Agreement.

4. Further Assurances. Company covenants and agrees that, at any time and from time to time after delivery hereof, Company will, upon the request of IFS, execute, acknowledge and deliver, or will cause to be executed, acknowledged and delivered, all such further deeds, assignments, transfers, conveyances, certificates, powers-of-attorney, assurances or other instruments and will take or cause to be taken all such further acts and actions as may be required for the better assigning, transferring, granting, conveying, assuring and confirming to IFS (and its successors and assigns), or for aiding and assisting in the collection or reducing to possession of IFS (or its successors and assigns) of any of the Assets, or any right, property or asset transferred hereby.

5. Successors and Assigns. This instrument and the covenants and agreements herein set forth shall inure to the benefit of IFS and its successors and assigns and shall be binding upon Company and its successors and assigns.

6. Headings/Recitals. Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part hereof. The Recitals to this General

Assignment and Bill of Sale are an integral part of this instrument and are incorporated herein by reference.

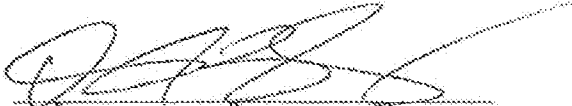
IN WITNESS WHEREOF, Company, intending to be legally bound, has caused this General Assignment and Bill of Sale to be duly executed and delivered on its behalf by its duly authorized officer on and as of the date first written above.

ESCALLATE, LLC an Ohio Limited Liability corporation.

By:

Name:

Its:

  
DOMINIC J. BACWELL  
CHARMAN SS THE BACWELL