

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VisionTek, LLC		10/23/2002	Assignee for the benefit of creditors of VisionTek, LLC: ILLINOIS
RECEIVING PARTY DATA			
Name:	Hartford Computer Group, Inc		
Street Address:	1610 Colonial Parkway		
City:	Inverness		
State/Country:	ILLINOIS		
Postal Code:	60067		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2045429	VISIONTEK	
CORRESPONDENCE DATA			
Fax Number:	(847)726-9004		
Phone:	847-726-9000		
Email:	sileslaw@comcast.net		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Aladar F. Siles		
Address Line 1:	470 Oakwood Road		
Address Line 4:	Lake Zurich, ILLINOIS 60047		
NAME OF SUBMITTER:		Aladar F. Siles	
Signature:		/Aladar F. Siles/	
Date:		12/01/2011	

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REEL: 004669 FRAME: 0883

Total Attachments: 8

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AGREEMENT AND BILL OF SALE

This Agreement and Bill of Sale ("Agreement") is made and is effective as of October 23, 2002 by and between MICHAEL EBER, not individually, but solely in his capacity as Trustee-Assignee for the benefit of creditors of VisionTek, LLC ("Trustee-Assignee") and HARTFORD COMPUTER GROUP, INC. ("Hartford").

1. **Sale to Hartford.** In consideration for the Purchase Price, as hereinafter defined, Trustee-Assignee hereby transfers, conveys, and sells to Hartford all of Trustee-Assignee's right, title and interest in and to the following (collectively, the "Purchased Assets"): trademarks, trademark registrations, servicemarks, trademark registration applications, if any, tradenames, all other names and slogans or logo embodying business, and copyrights, if any, relating to the business of VisionTek, LLC, including but not limited to (a) the name "VisionTek", and (b) those trade and brand names listed on Schedule 1, attached hereto and incorporated herein by reference, and (c) all other names under which VisionTek, LLC transacted business or performed services in connection with its business and all rights that the Trustee-Assignee has to prevent the use of such names by others (collectively, the "VT Names"). No other assets of VisionTek, LLC, tangible or intangible, are included in the Purchased Assets, including, without limitation, causes of action, goodwill or other tangible or intangible assets, not specifically set forth herein.

2. **Purchase Price.** In consideration for the Purchased Assets, Hartford shall and does hereby agree to pay Trustee-Assignee one percent (1%) of all of its monthly Net Sales, as hereinafter defined, for fifty (50) consecutive months (the "Monthly Payments"), commencing November 1, 2002 and continuing through and including December 31, 2006 (the "Expiration Date"). "Net Sales" means, with respect to a given month, gross sales of (a) any and all products under any VT Name, (b) any and all products of a similar kind, like, or nature to those listed on Schedule 2, attached hereto and incorporated herein by reference, and (c) any and all products (i) of same or similar type or kind, or (ii) sold under or using same or similar brand or brand name to those products formerly sold by VisionTek, LLC, minus returns, rebates, price protections and marketing development funds, all determined on a cash basis as actually received or credited, and provided that such returns, rebates, price protections and marketing development funds are given pursuant to bona fide programs or other commercially reasonable agreements between Hartford and its customers. As provided herein, however, Net Sales shall not include sales of memory products not under any VT Name to any preexisting client of Hartford as of the date hereof.

The Purchase Price shall be paid in monthly installments with each such installment due within thirty days following the end of each calendar month, commencing December 30, 2002, based upon Net Sales for November 2002. Upon remittance of Trustee-Assignee's one percent share of Net Sales, Hartford shall provide Trustee-Assignee with a detailed written accounting, certified by an officer of Hartford to be true and correct in all respects, of the previous months Net Sales, itemized by gross sales less the deductions set forth above. Upon reasonable notice, Trustee-Assignee and his duly designated agents shall have access to Hartford's books and records relevant to verify Hartford's compliance with the terms of this Agreement. Trustee-

Assignee and his duly designated agents shall maintain in strict confidence and not disclose to any third parties, except American National Bank and Trust Company of Chicago (the "Bank"), all information obtained from such books and records except to the extent necessary to enforce this Agreement or required by force of law. To secure Hartford's obligations under this Agreement, Hartford shall execute and deliver to Trustee-Assignee a Security Agreement in form acceptable to Trustee-Assignee concurrently with the execution and delivery of this Agreement (the "Security Agreement").

3. **Events of Default.** If any of the following events occur, then Hartford shall be in default hereunder without further notice (each an "Event of Default"):

- a. Hartford fails to pay a Monthly Payment when due;
- b. A Monthly Payment is less than ten thousand no/100 dollars (\$10,000) for any month beginning March 2003 through the Expiration Date (and therefore due on or before April 30, 2003);
- c. Hartford otherwise fails or neglects to perform, keep or observe any term, provision, condition, covenant, warranty or representation contained in this Agreement;
- d. Hartford becomes insolvent or unable to pay its debts as they become due;
- e. Hartford (i) consents to the appointment of a custodian, receiver, or trustee for itself or for a substantial part of its assets or (ii) commences any proceeding under any bankruptcy, reorganization, liquidation, insolvency or similar laws of any jurisdiction;
- f. A custodian, receiver, or trustee is appointed for Hartford or for a substantial part of its assets without its consent; and
- g. Proceedings are commenced against Hartford under any bankruptcy, reorganization, liquidation, or similar laws of any jurisdiction, and they remain undismissed for thirty (30) days after commencement; or Hartford consents to the commencement of those proceedings.

4. **Surrender and Assignment of the Purchased Assets.** Upon the occurrence of an Event of Default as provided in paragraph 3 above, Hartford shall immediately surrender and assign to the Trustee-Assignee all of Hartford's right, title and interest in the Purchased Assets and Trustee-Assignee shall have the sole and exclusive right, title and interest in the Purchased Assets and may exercise any rights against the Purchased Assets, including, without limitation, any rights under the Security Agreement. Other than the Trustee-Assignee's rights to seek any Monthly Payments (i.e., one percent (1%) of Net Sales) not remitted to the Trustee-Assignee for Net Sales prior to the occurrence of an Event of Default, Trustee-Assignee agrees that the

surrender and assignment of the Purchased Assets to the Trustee-Assignee by Hartford constitutes the Trustee-Assignee's only remedy upon the occurrence of an Event of Default.

5. **Disclaimers.** The Purchased Assets are being sold "AS-IS, WHERE-IS" and "WITH ALL FAULTS" without any representations or warranties by Trustee-Assignee whatsoever, whether express, implied, statutory, common law or otherwise, and specifically, but not by limitation, any representation or warranty of title, value merchantability, fitness for use, fitness for a particular purpose, operation or otherwise.

a. Hartford hereby absolutely, unconditionally and irrevocably represents and warrants that (i) it is aware that Trustee-Assignee is winding down the business operation formerly carried on by VisionTek, LLC, (ii) it is aware that Trustee-Assignee is now engaging in the liquidation of assets formerly owned by VisionTek, LLC and now assigned to Trustee-Assignee, (iii) it has entered into this Agreement freely and voluntarily and of its own free, (iv) it has not relied upon any statement or representation of Trustee-Assignee, his agents and attorneys, or any third party including but not limited to Bank (along with its officers, agents, and attorneys) in entering into this Agreement, (v) it has read and fully understands this Agreement and the meaning of its provisions, (vi) it has consulted with legal counsel of its own choice before entering into this Agreement, (vii) it is aware that Bank has valid, perfected, paramount and senior security interests and liens upon the Purchased Assets, that the sale of the Purchased Assets hereunder is expressly subject to the security interests and liens of Bank, and that Hartford has no claims, defenses, offsets, recoupments or counterclaims of any kind or nature against the enforcement or validity of Bank's security interests and liens.

b. Hartford hereby absolutely, unconditionally and irrevocably waives any contention, claim or defense to the effect that any trademarks or servicemarks owned Trustee-Assignee (and formerly owned by VisionTek, LLC) by have been abandoned and, without limiting the generality of the foregoing, absolutely, unconditionally and irrevocably waives any contention, claim or defense to the enforceability of this Agreement in the nature of the "Goodwill Rule."

c. Hartford hereby represents and warrants represents that it is a corporation organized and in good standing under the laws of the State of Illinois, and that it has the requisite authority to enter into and be legally bound by this Agreement.

6. **No Transfers by Hartford; Release of Bank's Security Interest.** Until the Purchase Price has been paid in full, other than as provided below, Hartford shall not transfer, convey, sell, pledge, hypothecate or grant a security interest in the Purchased Assets to any third party. Hartford, prior to the payment in full of the Purchase Price, may transfer or assign the Purchased Assets to an entity majority owned by or affiliated to Hartford (the "Hartford Affiliate"), provided that, in the event of such transfer or assignment, both Hartford and the Hartford Affiliate shall remain joint and severally liable for all obligations under this Agreement.

Upon timely payment in full of the Purchase Price, Trustee-Assignee shall deliver or cause to be delivered to Hartford a release of the Trustee-Assignee and the Bank's security interest and lien upon the Purchased Assets.

7. **Breach; Governing Law.** Time is of the essence. The failure by Hartford to make any payment when due shall constitute a breach hereunder, in which event Trustee-Assignee shall have all of its rights and remedies at law and equity. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any dispute arising in connection with this Agreement shall be brought exclusively within the jurisdiction of state or federal courts located within the City of Chicago, Illinois.

8. **Indemnification.**

a. If at any time or times hereafter, either party employs counsel to represent itself in any litigation, arbitration contest, dispute, suit or proceeding or to commence, defend or intervene or to take any other action in or with respect to any litigation, contest, dispute, suit or proceeding (instituted by either party to this Agreement) in any way or respect relating to the Purchased Property, this Agreement or the Security Agreement, then the party prevailing therein shall be entitled to recover from the other party all of the prevailing party's reasonable legal fees and expenses incurred by prevailing party with respect to the foregoing.

b. Hartford hereby agrees to reimburse, indemnify and hold Trustee-Assignee harmless from payments, damages, claims, suits, settlements or judgments of any third party, including reasonable attorney's fees and costs, arising from or related to Hartford and its agents' negligent acts and omissions, and Hartford and its agents' wilful and intentional misconduct in connection with the performance of Hartford's duties hereunder.

c. Trustee-Assignee hereby agrees to reimburse, indemnify and hold Hartford harmless from payments, damages, claims, suits, settlements or judgments of any third party, including reasonable attorney's fees and costs, arising from or related to Trustee-Assignee and its agents' negligent acts and omissions, and Trustee-Assignee and its agents' wilful and intentional misconduct in connection with the performance of Trustee-Assignee's duties hereunder.

9. **Enforceability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity and to implement the original intent of the parties; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

10. **Further Assurances.** Hartford covenants and agrees that it shall at all times hereafter, upon reasonable request, make, do, execute and deliver all such other and further reasonable assurances, acts, documents and things as in the opinion of Trustee-Assignee may be necessary or proper to implement the purposes and terms of this Agreement, including but not limited to execution of UCC-1 financing statements and such other documents as may be necessary to perfect the security interest of Trustee-Assignee in the Purchased Assets.

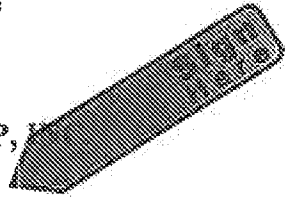
11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and is the final and complete expression of their intent. No prior or contemporaneous negotiations, promises, agreements, covenants, or representations of every kind or nature, whether made orally or in writing, have been made by the parties, or any of them, in negotiations leading to this Agreement or relating to the subject matter hereof, which are not expressly contained herein, or which have not become merged and finally integrated herein; it being the intention of the parties hereto that in the event of any subsequent litigation, controversy, or dispute concerning the terms and provisions of this Agreement no party shall be permitted to offer or introduce oral or extrinsic evidence concerning the terms and conditions hereof that are not included or referred to herein and not reflected in writing. This Agreement can only be changed, amended, modified or discharged if consented to in writing executed by the parties hereto. No conditions exist as to the legal effectiveness of this Agreement.

12. **Confidentiality.** Except as provided herein, the parties hereto agree that this Agreement and the terms hereof (collectively the "Confidential Information") are and shall be confidential such that no party shall disclose the Confidential Information to any other person or entity. Disclosure of the Confidential Information may be made only as required by law, as required by subpoena or process or as ordered by a court or other governing tribunal, or to the extent necessary to comply with applicable regulations and/or reporting requirements. If any party properly discloses the Confidential Information as permitted herein to any other person, then such party shall inform the person or persons to whom the Confidential Information is disclosed that the Confidential Information is subject to this provision.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the date first above written.

HARTFORD COMPUTER GROUP, INC.



mytdbe
MICHAEL EBER, not individually,
but solely as Trustee-Assignee for the
Benefit of Creditors of VisionTek, LLC

By: *Anthony R. Miller*
Its: PRESIDENT

SCHEDULE 1

LIST OF TRADE AND BRAND NAMES

TRADE NAMES

SERVICE PLUS
VOLTAGE
MEMORY TEASERS
MEMORY NOW
DRIVE EXCHANGE
ENTERPRISE PRO
EXTREMECPU
EXTREMEDRIVE
MOMENTUM
SIMMPOSIUM
MEMOR-EASE
AGILITAS
MEMORYNOW.COM
MEMORYNOW
V

BRAND NAMES

AGILITAS
MEMORYNOW.COM
MEMORYNOW
XTASY*

* Not registered

SCHEDULE 2

LIST OF PRODUCTS

Graphics Cards
CDRW (CD Read Write Drives)
Memory