

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30)

09/10/2012



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103648993

To the Director of the U. S. Patent and Trademark Office, please return the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Computer Solutions, Inc.

- Individual(s)
- Partnership
- Corporation- State: Florida
- Other

Citizenship (see guidelines):

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 12/31/2009

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Direct 500, LLC

Street Address: 2214 Commerce Drive

City: Monroe

State: North Carolina

Country: USA Zip: 28110

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship North Carolina
- Corporation Citizenship
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

3284811

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Direct 500

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Cindy Simpson

Internal Address: Direct 500, LLC

Street Address: 2214 Commerce Drive

City: Monroe

State: North Carolina Zip: 28110

Phone Number: 704-290-5440

Docket Number:

Email Address: cindy.simpson@accupointe.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number
09/11/2012 ANULLINS 00000013 3284811
Authorized User Name
01 FD:8521

9. Signature:

Signature

William Edwards

Name of Person Signing

09/06/2012

Date

Total number of pages including cover sheet, attachments, and document:

1

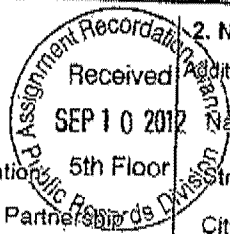
Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 004861 FRAME: 0463

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9-10-12



CONTRACT FOR SALE AND PURCHASE OF SOFTWARE PROGRAM

PARTIES:

Direct 500 L.L.C., a North Carolina Limited Liability Company, ("Buyer") and Computer Solutions, Inc. a Florida Corporation (CSI) through its successor holding corporation to be formed now referred to as "GSS Holdings L.L.C. a Florida Limited Liability Company", and Stanley Galper, Ernest Smith and Marvin Smith individual shareholders of "GSS Holdings L.L.C.", ("Seller"). "Seller" and "Buyer" shall include their successors or assigns, if any.

1. DESCRIPTION OF PROPERTY:

The above parties hereby agree that Seller shall sell, transfer and assign all its rights, title and interests to the Buyer who shall buy, possess and accept all the Seller's rights, title and interests in the following personal property and goods (hereinafter the "Property"):

That certain software program identified as: Direct 500 (hereinafter referred to as "D500 Software") together with all rights, title and interests in, including but not limited to, all intellectual property rights (both registered and not registered) associated with the D500 Software, client names, sources list, contracts with clients, clients lists and references that Seller shall have, logos, trademarks, all domain names, control and powers associated there to which shall further include but not be limited to the following:

One Hundred Percent (100%) ownership, control, possession and title to those certain existing computer software programs D500 Software, identified as Direct 500 for Sage MAS 500 currently owned by Computer Solutions, Inc., a Florida Corporation. Said software includes, at a minimum, all software functions as described in the three (3) user guides attached, all documentation, all trademarks, and all marketing materials that currently exist, as well as all unique enhancements made for individual clients.

Seller is not responsible for Buyer's recording costs and any filing fees or taxes attributable to the Buyer in NC.

Buyer will be responsible for the transfer fee of \$40.00 for the "Direct 500" trademark.

Seller's Address for all notices: 6187 North West 167 Street
Unit H33
Miami, FL 33015

Buyer's Address for all notices: 2214 Commerce Drive
Monroe, NC 28110

2. PAYMENT AMOUNT AND METHOD OF PAYMENT:

COMMISSION PAYMENTS: In consideration of the Seller transferring all its rights title and interest in the Property to the Buyer, commencing July 1, 2010 and for each consecutive month thereafter, the Buyer shall pay commissions to Seller" calculated at forty-five percent (45%) of the full retail (said full retail price may be discounted up to 20% without permission of the Seller, any discount in excess of 20% shall be allowed if mutually agreed upon in writing by the Seller and the Buyer), of the D500 Software programs, until a total of Two Hundred Seventy-Five Thousand Dollars (\$ 275,000.00) (herein after the "Purchase Price") has been paid to Seller.

Commissions shall be paid and Seller entitlement thereto shall exist upon each component and any divisible component of the Property, including any future sales order based ASP applications, any new or currently existing modules not related to the D500 software that are added to and branded under the D500 name shall not be subject to payment by the Buyer to the Seller subject software, whether currently existing or created or developed in the future.

Commissions will be paid no later than thirty days after the Buyer collects payment for the sale.

Buyer shall have the right to prepay to the Seller all or a portion of the Purchase Price without modifying or voiding any other terms, representations or warranties under this Agreement.

3. ACCEPTANCE; FACSIMILE; EFFECTIVE DATE:

If this contract is not executed by and delivered to all parties on or before December 31, 2009, the Letter of Intent dated December 14, 2009 and related offer to purchase is automatically terminated. Facsimile copies of this Contract, signed and initialed in counterpart, shall be considered for all purposes, including delivery, as originals. The "Effective Date" of this Contract will be: (a) the date when the last one of the Buyer and Seller has signed this offer; or (b) if changes in this contract (after signature) have been made and initialed by the parties, the date when the last one of the Buyer and Seller has initialed those mutually accepted changes. The Seller's and Buyer's signatures to this contract shall constitute notice to any Escrow or Transfer Agent, that the subject Software D500 program(s) are to be titled, assigned and transferred to the buyer.

4. BUYER'S DUTIES:

Upon Buyer's closing purchase under terms of this contract, Buyer shall be fully liable for any cost and any and all responsibility for the future sales, promotion, marketing and new customers and accounts for generation of fees relating to the application of, or purchase, license and use of Software D500 by third parties.

It shall be the Buyer's obligation to utilize all reasonable and best efforts to sell, license, market and promote revenue for the subject D500 Software. This duty and obligation includes among other things, obligation to provide support, assistance and otherwise serve the clients, customers, purchasers and licensees of D500 Software and to use due diligence and best efforts to collect the fees and charges due and owing by said persons, users, licensees and entities.

The Seller, at its sole expense, shall have the right to audit the Buyer's sales proceeds, revenues, license fees or other user fees and costs relating to the subject D500 Software sold, distributed, marketed licensed or promoted and in that regard, the said audit shall be due each consecutive thirty (30) day period commencing July 1, 2010. Buyer shall provide complete and duplicate accounting records to Seller itemizing all activity, receipts, sales, fees, costs for the D500 Software and such Sales Records reportable to the State, County and Federal Government.

5. REMEDY UPON BREACH:

Except as set forth herein below, in the event of a breach of this contract by the Buyer relating to its duties and obligations of due diligence, best efforts or its reasonable duties set forth in paragraph four (4) above, or Buyer's failure to pay the Commissions due hereinabove, Seller shall be entitled to accelerate and collect the then unpaid balance of \$275,000.

6. ACCOUNTS IN EXISTENCE:

With regard to those sales, revenues and sums payable by any customer, licensee or user of D500 Software existing as of December 31, 2009, as further detailed (including the customer name and sales revenue per each said customer) on the schedule attached hereto and incorporated herein as Exhibit A. The Seller shall be fully entitled to receive, collect and exclusively retain any and all sales revenue, use fees or licensee fees for those customers, licensees and accounts existing as of December 31, 2009 and Buyer shall not be entitled to participation therein or credit allowance for same. Buyer has the same right to audit the same as provided to the Seller with regards to sales after December 31, 2009 as set forth in Paragraph 4 above.

7. EMPLOYEE RETENTION:

Buyer shall have the option to retain any employees currently engaged with the D500 Software and shall use its reasonable and best efforts to retain all or most of said employees. Seller shall use its reasonable and best efforts to assist the Buyer in retaining the same.

(a) Salaries: The salaries for those retained employees will be the equivalent of their current salary and benefits.

(b) Retained Employees: Buyer will however have determination as to which employees will remain employed by Buyer.

(c) Rehire: Seller will not rehire any employee that voluntarily leaves Buyer's employ without written consent of the Buyer.

8. WARRANTIES:

The Buyer represents and warrants to the Seller that it shall be solely responsible for all warranty and maintenance agreement responsibilities attendant to the D500 Software and shall indemnify and hold harmless Seller from duties, liability or costs relating thereto.

The Seller represents and warrants to the Buyer the following:

- a) That all trademarks, copyrights, patents and any other intellectual property are owned directly and exclusively by CSI for the Direct 500 Software, do not infringe upon or violate any intellectual property right of any third party and are free and clear of all liens and any other rights of others. Seller further represents and warrants to the Buyer that CSI is not a party to nor bound by any contract or commitment to pay any Commission, license fee or management fee pertaining to the trademarks, software copyrights, patents and its software products;
- b) That all third party and customer contracts are in good standing and there exists no condition, event or act that, with the giving of notice and/or lapse of time, would constitute any default or breach;
- c) That there are no actions, suits or proceedings pending or threatened against CSI, the software products or the assets of the Company by any public or private entity, domestic or foreign;
- d) That the above representations and warranties of the Warrantors will survive the completion of the transactions contemplated by this Agreement and will continue in full force and effect for the benefit of the Buyer;
- e) Notwithstanding the representations stated above in paragraphs (a) through (d) no other representations as to merchantability, or suitability as to purpose and use are made by the Seller and the subject D500 Software is otherwise sold and transferred to the Buyer "as is" and without warranty either express or implied.
- f) That each Seller has all requisite corporate and/or individual powers and authority to make, execute, deliver and perform all obligations under the agreement and all documents and instruments to be executed and delivered hereunder.
- g) Upon breach of any express warranty contained herein, or the breach of implied warranty associated with the transfer of the Property to the Buyer, the Buyer shall have the right to either; i) terminate this Agreement and have no further obligations hereunder, or ii) continue under this Agreement and offset the cost of such breach against any amounts due to the Seller under this Agreement. The costs of such breach shall include, but not be limited to reasonable attorney's fees incurred by the Buyer to defend any third party claims that may arise as a result of the Purchase of the Property or to prosecute any claim it may have to enforce its rights, title or interest in the Property. This right of offset shall not limit any other rights the Buyer has at law or in equity it has or may have under this Agreement.
- h) That it will not compete with the Buyer as further set forth herein below.

9. DUE DILIGENCE/CONFIDENTIALITY:

Buyer shall in all events complete its due diligence inspection or inquiries relating to the subject D 500 software not later than December 31, 2009. The due diligence team of the Buyer, exclusive of its lawyers and accountants, will be limited to three (3) employees, directors, and agents (the "Representatives") with a need to know such information for the purpose of

evaluating a possible transaction. Buyer's Representatives, including lawyers and accountants, will not disclose any information with regard to CSI or 2BF and the Business conducted by them to any other persons or entities without the prior express written permission of CSI and 2BF.

10. ASSIGN ABILITY:

As long as the Buyer owes any portion of the Purchase Price to the Seller, the Buyer may not assign this Contract without the written consent of Seller.

11. TIME:

Time is of the essence for all provisions of this Contract. The Closing of the subject purchase is further conditioned upon:

(a) Satisfactory completion of Buyer's due diligence inquiry prior to December 31, 2009.

(b) Approval of the subject transaction by Buyer's appropriate officers or directors.

12. DISPUTE RESOLUTION:

This contract shall be governed by the laws of the State of Florida.

13. FEES/COSTS:

Each party to this contract shall bear its own commissions, fees, costs and expenses incurred in connection with the subject transaction.

14. SURVIVAL CLAUSE:

The obligations herein recited shall survive the sale closing date hereinabove.

15. ACCEPTANCE:

Seller and Buyer each acknowledges that this Contract has been read in its entirety and each agrees to sell and buy the subject D500 Software under the terms and conditions stated in this Contract, and each does hereby approve, ratify and confirm the Contract in all respects. Each party further acknowledges that it understands and accepts all terms and conditions herein recited with or without assistance of counsel if its choice.

16. NO BROKERAGE FEE:

Each party certifies that no broker has been involved in this transaction and there is no brokerage fee or commission due to any person or entity with regard to this transaction.

17. ANNOUNCEMENTS: CONTINUED USE OF SELLER'S NAME.

The parties agree that Seller has written a letter to all of its Direct 500 clients notifying the same of the sale of its Direct 500 Business. The parties agree that the cost of such mailing shall be

borne by the parties equally. Seller further agrees to cooperate and use his best efforts to ensure a smooth transition and transfer of the assets to Purchaser

18. NONCOMPETITION.

Seller acknowledges that it has and will in the future have access to and control of confidential and proprietary information concerning the Property. In consideration of Buyer's consideration and covenants to Seller under this Agreement, Seller expressly covenants and agrees that for Five (5) years following the sale of the Property to Buyer, and in an area east of the Mississippi River, Seller will not, without the prior consent of Buyer:

- (a) Individually or in partnership, jointly or in conjunction with any person or persons, including, without limitation any individual, firm, association, syndicate, company, corporation or other business enterprise and whether as principal, agent, shareholder owning in excess of five percent (5%) of total equity, officer, Seller or in any manner whatsoever, carry on or be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of, or permit their names to be used or employed by any person or persons (including, without limitation, any corporation or other Property enterprise) which at any time is or becomes engaged in or concerned with or interested in, any Property that is competitive with the Property and operations carried on from time to time or at any time by the Buyer;
- (b) Seller shall not directly or indirectly, for himself or any other entity:
 - (i) solicit, perform or provide sales or other services related to the Buyer for any person, company or other entity which is or was a customer of Buyer;
 - (ii) induce or attempt to persuade any person now or hereafter employed by the Buyer or any successor, affiliate or subsidiary thereof to terminate his or her employment relationship with the Buyer;
 - (iii) advise any person not to purchase the Property from the Buyer or not to do business with the Buyer or its successors, affiliates or subsidiaries;
- (c) Seller shall not disclose or use without Buyer's written consent any secret or confidential information or knowledge relating to the Property.
- (d) Seller agrees that this covenant is reasonable, that valid consideration has been received therefore, and that each party affected by this covenant has been responsible for drafting the same. In the event that any court of competent jurisdiction should determine that the restrictive covenants contained herein should require modification as being unreasonable, said restrictive covenants shall be amended in accordance with the decision of such court of competent jurisdiction.

- (e) The Buyer and Seller agree that any software that operates on the IBM AS- 400 or I series platform is not a competitor of the Buyer and is therefore not a violation of this Non Compete Agreement for the Seller to sell its products or services to the same.
- (f) In the event that Seller violates any of the provisions of this Agreement, Buyer shall be entitled to maintain an action against Seller for damages and since an action for damages could not adequately compensate Buyer for any such violation, in addition to Buyer's remedy at law, Buyer shall also be entitled to injunctive relief. It is further specifically agreed that in the event Seller breaches the covenant not to compete contained herein, Buyer shall have the right to offset or cease paying any amounts the Buyer may be required to pay to Seller for the purchase of the Seller's Assets until the amount of damages sustained by Buyer as a result of Seller's breach of this covenant is determined.
- (g) In the event Buyer violates any of the provisions of this Agreement, Seller shall be entitled to maintain an action against Buyer for damages and since an action for damages could not adequately compensate Seller for any such violation, in addition to Seller's remedy at law, Seller shall also be entitled to injunctive relief.

19. ENTIRE AGREEMENT; TYPEWRITTEN OR HANDWRITTEN PROVISIONS; NOT RECORDABLE:


This Contract, including any exhibits and Riders attached, sets forth the entire agreement between Buyer and Seller and contains all of the covenants, promises, agreements, representations, conditions and understandings. Typewritten or handwritten provisions inserted in this Contract or attached hereto as exhibits or Riders shall control all printed provisions in conflict therewith. Neither this Contract, nor any notice of it, shall be recorded in any public records.

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT
IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO
SIGNING**

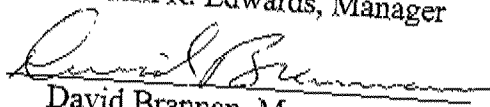
SIGNATURE PAGE TO FOLLOW

Buyer: Direct 500, L.L.C., a North Carolina Limited Liability Company

Address: 2214 Commerce Drive, Monroe, NC 28110

By: 
William R. Edwards, Manager


Date 12-31-09

By: 
David Brannan, Manager

Date 12-31-09

Sellers:

Company

By: 
President/Agent of Computer Solutions, Inc. a Florida Corporation

Address: 6187 NW 167 ST, STE 1433, Miami, FL

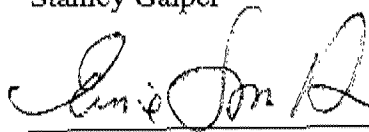
By: Stanley Galper Title: President

Date Signed: 12/31/09

Individual Sellers


Stanley Galper

12/31/09
Date


Ernest Smith

12.31.09
Date


Marvin Smith

12/31/09
Date