

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
COLER & COLANTONIO, INC.		12/27/2012	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	CHA CONSULTING, INC.		
Street Address:	101 Accord Park drive		
Internal Address:	Suite One		
City:	Norwell		
State/Country:	MASSACHUSETTS		
Postal Code:	02061-1605		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2605755	INTREPID	
CORRESPONDENCE DATA			
Fax Number:	214-200-08		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	214-651-5000		
Email:	eppsl@haynesboone.com		
Correspondent Name:	Haynes and Boone, LLP		
Address Line 1:	2323 Victory Avenue		
Address Line 2:	Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	28274.2		
NAME OF SUBMITTER:	Andrew S. Ehmke		

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Signature:	/Andrew S. Ehmke/
Date:	02/22/2013
Total Attachments: 10 source=28274_2_Assignment#page1.tif source=28274_2_Assignment#page2.tif source=28274_2_Assignment#page3.tif source=28274_2_Assignment#page4.tif source=28274_2_Assignment#page5.tif source=28274_2_Assignment#page6.tif source=28274_2_Assignment#page7.tif source=28274_2_Assignment#page8.tif source=28274_2_Assignment#page9.tif source=28274_2_Assignment#page10.tif	

ASSET PURCHASE AGREEMENT

DATED AS OF DECEMBER 27, 2012

BY AND AMONG

CHA CONSULTING, INC.

AND

COLER & COLANTONIO, INC.

AND

THE SHAREHOLDERS OF COLER & COLANTONIO, INC.

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**"), dated as of December 27, 2012 is by and among CHA Consulting, Inc., a New York corporation ("**Buyer**"), Coler & Colantonio, Inc., a Massachusetts corporation, (the "**Seller**"), and all of the shareholders of the Seller (the "**Shareholders**").

RECITALS

WHEREAS, the Seller, headquartered in Norwell, Massachusetts, conducts the business of providing engineering, software development, sales and maintenance, and scientific consulting services, both directly and as a consultant (the "**Business**"), and the Seller owns, or otherwise has the right to use, all of the assets used in the conduct and operation of the Business;

WHEREAS, the Shareholders own directly, beneficially and of record, all of the issued and outstanding shares of the Seller; and

WHEREAS, the Shareholders and the Seller desire to sell substantially all of the assets of the Business and assign certain specific leases and other rights and obligations in connection with the Business, and Buyer desires to purchase such assets and assume such leases, rights and obligations, all as specifically set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the promises and the representations, warranties, covenants and agreements herein contained and intending to be legally bound hereby, Buyer, Seller and the Shareholders hereby agree as follows:

ARTICLE 1

DEFINITIONS

SECTION 1.1. Certain Definitions.

(a) The following terms, as used herein, have the following meanings:

"**Affiliates**" means Clough, Harbour & Associates LLP (CHA) and any Person of which at least 50% of the equity or voting control of such Person is directly or indirectly beneficially owned or controlled by CHA Holdings, Inc.

"**Business Day**" means any weekday on which commercial banks are open in Norwell, Massachusetts and New York, New York. In the event that an obligation to be performed under this Agreement falls due on a calendar day that is not a Business Day, the obligation shall be deemed due on the next Business Day thereafter.

"**Client**" means any Person to which the Buyer, the Seller, or any of their Affiliates, successors or assigns, provided any type of product or service through a contractual relationship

tax liens), charge, encumbrance, adverse claim, preferential arrangement or restriction of any kind, including, any restriction on the use, right to vote, transfer, receipt of income or other exercise of any attributes of ownership, other than restrictions imposed by securities laws.

"Majority Shareholders" are James J. Colantonio and Ronald Coler.

"Minority Shareholders" are Jeffrey D. Allen, Kelly Killeen, Neal J. O'Driscoll, Eric J. Poreda, Edgar B. Sweet, III and Stephen J. Ritchie.

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency) and commercially reasonable business standards.

"Material Adverse Effect" means a material adverse effect on the financial condition, operating results, business, assets, operations, business prospects, employee relations, customer or supplier relations of a Person.

"Person" means an individual, corporation, Seller, limited liability company, association, trust, unincorporated organization or other legal entity, a trust, a joint venture, or a governmental entity (or any department, agency or political subdivision thereof).

"Projected Closing Date Balance Sheet" means the balance sheet prepared by the Seller and projected by the Shareholders through the Closing Date using best estimates of income, expenses, bonuses, distributions to Shareholders, normal adjustments consistent with past practices, with work-in-process adjusted to properly reflect the percentage of completion as of the Closing Date, and including such other adjustments as determined by the Seller to be necessary to present in good faith the best estimate of the Closing Date Balance Sheet.

"Securities Act" means the Securities Act of 1933, as amended.

"Subsidiary" means any corporation or other entity with respect to which the Seller beneficially owns, directly or indirectly, any of the outstanding stock or other equity interests of such entity.

"Transactions" means the transactions contemplated by this Agreement.

ARTICLE 2

SALE AND PURCHASE OF THE ASSETS

SECTION 2.1. Acquired Assets.

On the Closing Date the Seller and the Shareholders agree to sell, assign, transfer and deliver to Buyer against payment as provided in Section 2.3 all of the assets and properties of every kind used in the conduct of the Business or otherwise owned or used by the Seller whether or not shown on the Financial Statements, Projected Closing Date Balance Sheet or Closing Date Balance Sheet, (except for those Excluded Assets listed in Section 2.2), including without limitation, the following assets (such assets and properties of the Seller are collectively referred

to hereinafter as the "**Acquired Assets**"):

(a) all owned or leased (to the extent transferable) fixtures, non-personal vehicles, leasehold improvements, machinery, equipment, tools, furniture, pallets, phones, office supplies and other items of personal property, whether or not recorded on the books of the Seller (collectively, the "**Personal Property**");

(b) all right, title and interest in and to all Real Property Leases and the Personal Property Leases (collectively, the "**Leases**");

(c) all inventories, including materials, spare parts, equipment, supplies and other similar items as of the Closing Date (collectively the "**Inventories**");

(d) all work in process on Contracts carried out prior to the Closing Date, including work done but not yet invoiced, as captioned "Unbilled Work in Process" on the Closing Date Balance Sheet ("**Unbilled Work in Process**");

(e) the goodwill, customer lists, names, logos, trademarks, trade names, patents, service marks, copyrights, copyright applications, telephone and facsimile numbers, websites, URL addresses, logos, files, tradenames, financial books and records, software licenses and data, and all other written and recorded materials and any and all other assets relating to the Business or the Acquired Assets, including the name "Coler & Colantonio" (subject to the Seller's right to continue to use such name as provided in Section 5.4 of this Agreement), and any derivations thereof, and any processes, inventions and trade secrets all as defined in Section 3.29(b) (the "**Seller Intellectual Property**");

(f) all contracts and proposals of the Business, whether oral or written (the "**Contracts**") including all proceeds from the foregoing;

(g) the federal, state, local and foreign licenses, permits, certificates of occupancy or use and other governmental approvals or authorizations listed on Schedule 3.19, to the extent transferable to Buyer;

(h) the amount of prepaid deposits and prepaid expenses made by the Seller as of the Closing Date for all Contracts or Permits or otherwise relating to the Acquired Assets or the operation of the Business, as shown on the Closing Date Balance Sheet as specifically set forth on Schedule 2.1(h);

(i) all rights and claims of the Seller against third parties in respect of the Acquired Assets or the operation of the Business, including all rights under express or implied warranties from suppliers to the Seller and all other claims, rebates, payments from vendors and refunds;

(j) all owned or leased computer equipment, computer software and software licenses, owned or held by the Seller or which the Seller has the right to use to the extent assignable to Buyer;

(k) except as set forth on Schedule 2.2(d), all accounts receivable ("**Accounts**

Receivables");

(l) any and all other assets and properties owned by the Seller as of the Closing Date whether tangible or intangible, real or personal, including without limitation, employee lists and records;

(m) all those assets specifically listed in any Exhibit provided in connection with this Section 2.1; and

(n) any notes receivable, deposit accounts, checks received by the Seller upon which collection has not been made, and long and short-term securities owned by the Seller as shown on the Closing Date Balance Sheet.

SECTION 2.2. Excluded Assets.

Notwithstanding anything contained in Section 2.1 to the contrary, the Shareholders and the Seller are not selling, and Buyer is not purchasing, any of the following assets owned by the Seller, all of which will be retained by the Seller (collectively, the "**Excluded Assets**"):

(a) the Seller's minute books, seals, Seller stock or unit record books, stock or unit certificates and other similar corporate or Seller documents that are not necessary for Buyer to operate the Business, and returns of taxes, including all supporting schedules, attachments, work papers and similar documents, for taxes accruing on or before the Closing Date, provided that upon request Buyer may have copies thereof;

(b) the rights which accrue or will accrue to the Seller under this Agreement;

(c) each of the assets listed on Schedule 2.2(c) hereto;

(d) those accounts receivable listed on Schedule 2.2(d) hereto;

(e) prepaid taxes;

(f) amounts due to and from employees;

(g) all real property;

(h) Mount Blue Construction, Inc.; Coler & Colantonio, PC; and Bhatti Group, LLC;

(i) lease for office space at 101 Federal Street, Boston, MA; and

(j) cash.

SECTION 2.3. Purchase Price; Allocation of Purchase Price.

(a) The Total Purchase Price being paid as consideration for the Acquired Assets consists of the sum of the Cash Portion of the Purchase Price, the Equity Portion of the Purchase Price, the Deferred Consideration, the Retention Payment, the Earn-Out, Intrepid

SECTION 3.27 Change in Financial Condition and Assets.

Except as set forth in Schedule 3.16(m), since January 1, 2012 there has been no change which has had a Material Adverse Effect on the Acquired Assets or the Business, properties or condition (financial or otherwise) of the Seller. Neither the Seller nor the Shareholders has any Knowledge of any specific existing or threatened occurrence, specific event or development related to the Acquired Assets or the Business, properties or condition (financial or otherwise) of the Seller which, as far as can be reasonably foreseen, could have a Material Adverse Effect.

SECTION 3.28 Accounts Receivable.

Set forth on Schedule 3.28 is a list of Accounts Receivables as of the dates indicated, which list shall be brought current to the Closing Date and delivered to Buyer on or before delivery of the Closing Date Balance Sheet. All notes and Accounts Receivables of the Seller are reflected properly on its books and records, they are valid receivables, are not subject to any setoffs or counterclaims and will be collected in accordance with their terms at their recorded amounts, as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of the Seller. No notes or Accounts Receivables have been collected outside the Ordinary Course of Business and payment has been made in accordance with the customer's or obligor's normal payment practices.

SECTION 3.29 Clients.

Schedule 3.29 sets forth a list of all of the clients of Seller for the years 2011 and 2012 and indicates the revenue generated from such clients for each time period. Except as set forth in Schedule 3.29, neither the Seller nor the Shareholders has Knowledge that any of the Seller clients intend to cease doing business with the Business or with respect to the Acquired Assets to be owned by the Buyer after the Closing Date. Except as set forth on Schedule 3.29, no client, subcontractor, supplier or key employee of the Business has advised the Seller or the Shareholders, either orally or in writing, that it intends to or is likely to discontinue any existing relationship with the Business, whether as a result of the transactions contemplated by this Agreement or otherwise.

SECTION 3.30 Intellectual Property.

Schedule 3.30 (i) contains a complete and accurate list (by name and version number) of all products and service offerings, including all Software, of Seller that are currently sold, licensed, distributed or otherwise disposed of, as applicable, or which Seller intends to sell, license, distribute or otherwise dispose of in the future, including any products or services offerings under development (collectively, "Seller Products"), and (ii) identifies, for each such Seller Product, whether Seller provides support or maintenance for such Seller Product. Schedule 3.30 includes a true and complete list of support and maintenance agreements and the support and maintenance obligations thereunder relating to the Seller Products to which Seller is a party, including the identity of the parties and the respective dates of such agreements.

Schedule 3.30 sets forth a complete and accurate list of (i) all Registered Intellectual Property (as defined below) included among the Assigned IP, including all Patents, registered Copyrights, registered Trademarks and Domain Names (collectively, the "Seller Registered

Intellectual Property”), and (ii) all unregistered Trademarks, and unregistered material Copyrights included among the Assigned IP. For each listed item, Schedule 3.30 lists, as applicable, the owner of such Intellectual Property, the countries in which such Intellectual Property is patented or registered or in which an application for same has been filed, the patent, registration or application number, the filing and expiration dates thereof and, in the case of unregistered Trademarks, countries of use and approximate dates of first use.

Except as stated in Schedule 3.30, all of the Assigned IP is either (i) wholly and exclusively owned by Seller free and clear of all options, rights, licenses (except for end user, distributor, VAR, and/or integrator licenses granted in the ordinary course of business), restrictions or encumbrances or (ii) duly, validly, wholly and exclusively licensed to Seller. Except as expressly stated in Schedule 3.30, with respect to any Assigned IP of which Seller is a joint owner or co-owner, there are no restrictions (by agreement with any third party joint owner or co-owner of the Assigned IP or otherwise) on Seller’s exercise of the full scope of rights afforded a joint owner or co-owner of that type of Intellectual Property right under the laws of the jurisdiction in which the Intellectual Property right exists. All Intellectual Property licensed to Seller is free and clear of all Encumbrances.

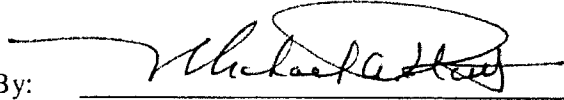
Schedule 3.30 contains a true and complete list of all Contracts (other than licenses for commercial off-the-shelf Software used in Seller’s business) to which Seller is a party with respect to any Assigned IP licensed to Seller, specifying the (i) name of the Contract, (ii) the identity of all parties to the Contract and (iii) the date of the Contract. No Person who has licensed Assigned IP to Seller has ownership rights or license rights to improvements, enhancements or other modifications or derivative works made by Seller in such Assigned IP.

Schedule 3.30 lists all Contracts (other than licenses for commercial off-the-shelf Software used in Seller’s business) between Seller and any other Person wherein or whereby Seller has agreed to, or assumed, any obligation or duty to warrant, indemnify, reimburse, hold harmless, guaranty or otherwise assume or incur any obligation or liability or provide a right of rescission in connection with the Assigned IP or Seller Products.

Except as set forth in Schedule 3.30, the Seller Products and the Assigned IP do not contain any Software code that (A) contains, or is derived in any manner (in whole or in part) from, any Software that is distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: GNU’s Unix General Public License (GPL) or Lesser/Library GPL (LGPL); or (B) is licensed under any terms or conditions that impose any requirement that any Software using, linked with, incorporating, distributed with, based on, derived from or accessing the Software code: (i) be made available or distributed in source code form; (ii) be licensed for the purpose of making derivative works; (iii) be licensed under terms that allow reverse engineering, reverse assembly or disassembly of any kind; or (iv) be redistributable at no charge (any of the foregoing referred to as “Open Source Materials”). Schedule 3.30 lists all Open Source Materials used by Seller in any way, and describes the manner in which such Open Source Materials were and/or are used. Such description shall include, without limitation, whether (and, if so, how) the Open Source Materials were and/or are embedded, linked (including dynamic linking), modified and/or distributed by Seller and whether and the extent to which each of the Open Source Materials is or was used to develop, distribute or design Seller Products to link with (including dynamic linking at runtime) or access

IN WITNESS WHEREOF, this Asset Purchase Agreement has been duly executed by the parties hereto as of the day and year first above written.

CHA CONSULTING, INC.

By: 
Name: MICHAEL A. PLATT
Title: EXEC. VP & GENERAL COUNSEL

COLER & COLANTONIO, INC.

By: _____
James J. Colantonio, PE, CEO and President

SHAREHOLDERS

James J. Colantonio, individually

Ronald R. Coler, individually

Jeffrey D. Allen, individually

Kelly Killeen, individually

Neal J. O'Driscoll, individually

Eric J. Poreda, individually

Stephen J. Ritchie, individually

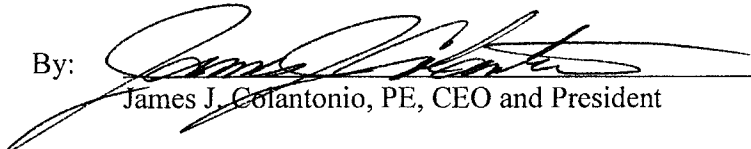
Edgar B. Sweet III, individually

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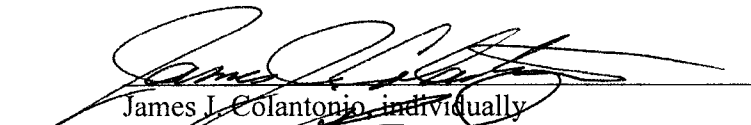
CHA CONSULTING, INC.

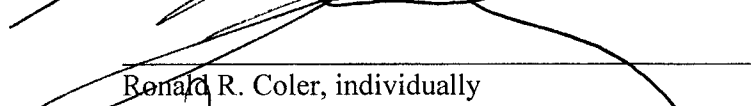
By: _____
Name:
Title:

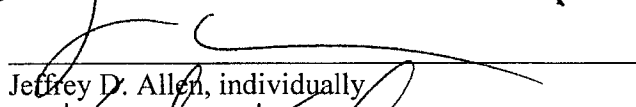
COLER & COLANTONIO, INC.

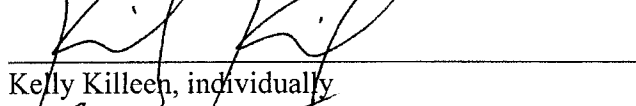
By: 
James J. Colantonio, PE, CEO and President

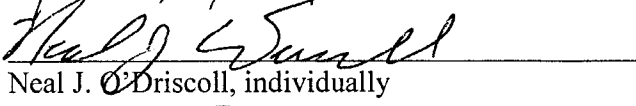
SHAREHOLDERS

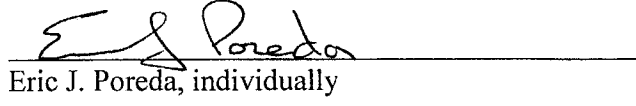

James J. Colantonio, individually



Ronald R. Coler, individually

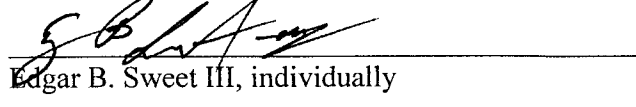

Jeffrey D. Allen, individually


Kelly Killeen, individually


Neal J. O'Driscoll, individually


Eric J. Poreda, individually


Stephen J. Ritchie, individually


Edgar B. Sweet III, individually

Schedule 3.30
Intellectual Property

1. MAOP (Maximum Allowable Operating Pressure) Validation Calculator – Gas safety technology tool
2. See attached list of Seller Products.
3. See attached list of support and maintenance clients.
4. Trademarks:
 - a. U.S. Trademark Registration for CC ALIGN GEN
Reg. No. 2,759,068 in International Class 9, granted September 2, 2003
Renewal Due September 2, 2013
 - b. U.S. Trademark Registration for CCFIRSTSITE
Reg. no. 2,753,278, in International Class 9, granted August 19, 2003
Renewal Due August 19, 2013
 - c. U.S. Trademark Registration for CCTICKETTRACK
Reg. No, 2,750,599, in International Class 9, granted August 12, 2003
Renewal Due August 12, 2013
 - d. U.S. Trademark Registration for INTREPID
Reg. No. 2,605,755 granted August 6, 2002, in International Class 9
5. Seller has an escrow account with Iron Mountain for the software products.