

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332509

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Knowles Holdings, Inc.		04/11/2012	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Telesight Acquisition, LLC		
Street Address:	1 Glenlake Parkway		
Internal Address:	Suite 1075		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1860512	TELESIGHT	
CORRESPONDENCE DATA			
Fax Number:	9045986212		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	904-598-6112		
Email:	krowe@sgrlaw.com		
Correspondent Name:	Katharine F. Rowe		
Address Line 1:	50 N. Laura Street		
Address Line 2:	Suite 2600		
Address Line 4:	Jacksonville, FLORIDA 32202		
NAME OF SUBMITTER:	Katharine F. Rowe		
SIGNATURE:	/Katharine F. Rowe/		
DATE SIGNED:	02/18/2015		
Total Attachments: 15			
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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment and Assumption Agreement ("Agreement") is made and entered into this 11th day of April, 2012, by and between KNOWLES HOLDINGS, INC. (F/K/A TELESIGHT, INC.), an Illinois corporation ("Seller"), and TELESIGHT ACQUISITION, LLC, a Georgia limited liability company ("Buyer").

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated on or around the date hereof (the "Purchase Agreement"), pursuant to which, among other things, Seller has agreed to sell, transfer, convey, assign and deliver to Buyer all of its rights, title and interests in the Business Assets (as defined in the Purchase Agreement), and Buyer has agreed to assume all of the Assumed Liabilities (as defined in the Purchase Agreement).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definition. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
2. Transfer of Assets. Seller does hereby sell, grant, bargain, assign, transfer, convey and deliver to Buyer all of the Seller's right, title and interest in, to, and under the Business Assets, free and clear of all mortgages, pledges, assessments, security interests, leases, liens, adverse claims, levies, charges or other encumbrances of any kind, or any obligations to other persons of every nature, kind and character.
3. Assumption of Liabilities. The Buyer does hereby assume all of the Assumed Liabilities. The assumption by Buyer of the Assumed Liabilities shall not enlarge any rights or remedies of any third parties under any contracts or arrangements with Seller. Nothing herein shall prevent Buyer from contesting with a third party in good faith any of the Assumed Liabilities.
4. Further Assurances. The parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.
5. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Contracts are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

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6. Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together shall constitute one and the same instrument. Facsimile or scanned and emailed manual signatures shall be fully effective for all purposes.

7. Time of the Essence. Time shall be of the essence with respect to the performance of any obligation or duty hereunder.

8. Governing Law. The interpretation and construction of this Agreement, and all matters relating thereto, shall be governed by the internal laws of the State of Georgia, without regard to any conflict or choice of law principles thereof that would give rise to the application of the domestic substantive law of any other jurisdiction.

[Signatures Appear on Following Page]

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

KNOWLES HOLDINGS, INC.
(F/K/A TELESIGHT, INC.)

By: Ann L. Knowles
Name: Ann L. Knowles
Title: Chief Executive Officer

TELESIGHT ACQUISITION, LLC

By: _____
Name: Peter Kacer
Title: Manager

[SIGNATURE PAGE TO BILL OF SALE, ASSIGNMENT AND ASSUMPTION]

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

KNOWLES HOLDINGS, INC.
(F/K/A TELESIGHT, INC.)

By: _____
Name: Ann L. Knowles
Title: Chief Executive Officer

TELESIGHT ACQUISITION, LLC

By: _____
Name: Peter Kacer
Title: Manager

[SIGNATURE PAGE TO BILL OF SALE, ASSIGNMENT AND ASSUMPTION]

EXHIBIT A

BUSINESS ASSETS

Without intending to limit the generality of the description of the Business Assets, the following assets of the Business are expressly encompassed within the definition of Business Assets:

(i) all Customer Contracts and going forward contracts or arrangements with customers of the Business including all pipeline and work in process;

(ii) all assets constituting part of the Working Capital of the Company (as determined per the procedures in Section 1.6 of the Agreement), including accounts receivable of the Business;

(iii) all deposits and advances, prepaid expenses and other prepaid items relating to, or arising from the Business, except as otherwise provided herein (collectively, "Prepays");

(iv) the tangible assets, including equipment, projectors, spare parts, operating supplies, furniture and office equipment, fixtures, leasehold improvements (to the extent not fixtures attached to the leased premises), vehicles, delivery trucks, computer equipment, telephone systems, telecopiers, photocopiers and computer hardware, used or useable in, or relating to the Business, including the tangible assets that are listed in Schedule 3.6 of the Disclosure Schedule;

(v) all of the Company's right, title and interest in, to or under the Assumed Contracts described in Section 3.10 of the Disclosure Schedule and Contracts entered into by the Company relating to the Business after the date hereof in compliance with the terms and provisions of this Agreement;

(vi) all of the Company's right, title and interest in and to the Business Intellectual Property (as defined in Annex A), including the patents, copyrights, trademarks, business processes, key software or other items included in Section 3.7 of the Disclosure Schedule, the name "Tech Rentals" and the right to use the Company's website;

(vii) all Permits of the Company used in connection with, or otherwise related to the Business to the extent transferable or assignable to Purchaser, including the Permits that are listed in Schedule 3.9 of the Disclosure Schedule;

(viii) all of the Company's right, title and interest in choses in action, claims and causes of action or rights of recovery or set-off of every kind and character related to the Business, including those arising under or pursuant to any warranties, guarantees or indemnities;

(ix) all files, papers, documents and records, including credit, sales and accounting records, price sheets, catalogues and sales literature, books, processes, advertising material, stationery, office supplies, forms, catalogues, manuals, correspondence, logs, copies of employment records and any other information that is used or useable in or relates to the Business including any such information or records that are maintained electronically, except as otherwise provided herein;

(x) the Business as a going concern;

(xi) all of the Company's rights with respect to restrictive covenant agreements and non-disclosure agreements benefitting the Business; and

(xii) goodwill.

ANNEX A

Definitions

"Accepted Leases" – As defined in Section 3.10(a).

"Adverse Consequences" means any and all losses, liabilities, claims, damages (of any nature, kind and character), penalties, fines, judgments, awards, settlements, costs, fees, expenses, disbursements (including costs of investigation and defense and reasonable attorneys' fees and expenses), and diminution of value, in each case without regard to whether or not involving or arising from a third-party claim; provided, however, that Adverse Consequences shall not include punitive damages except to the extent asserted by a third party in a claim for which Purchaser is entitled to indemnification under this Agreement.

"Affiliate" means as to any Person, any other Person which, directly or indirectly, is controlled by, controls, or is under common control with, such Person. As used in the preceding sentence, "control" shall mean and include, but not necessarily be limited to, (i) the ownership of ten percent (10%) or more of the voting securities or other voting interest of such Person, or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Allocation Statement" – As defined in Section 1.7.

"Alternative Proposal" - As defined in Section 2.2.

"Arbitrable Dispute" – As defined in Section 9.11.

"Arbitrators" – As defined in Section 9.11(b).

"Assumed Contracts" – As defined in Section 3.10(d).

"Assumed Liabilities" - As defined in Section 1.4.

"Assumed Taxes" shall mean (i) real and personal property Taxes related to the Business Assets for periods (or portions thereof) ending on or before the Closing Date to the extent that such Taxes are not yet due and payable on or before the Closing Date and have been reserved for as a separate current Liability in the final Working Capital and (ii) withholdings, payroll, employment, social security, or similar Taxes related to a hired employee for periods (or portions thereof) ending on or before the Closing Date to the extent such Taxes are not yet due and payable on or before the Closing Date and have been reserved for as a separate current Liability in the final Working Capital.

"Basket Amount"- As defined in Section 6.6(a).

"Business" has the meaning set forth in the Recitals.

"Business Assets" - As defined in Exhibit A.

"Business Intellectual Property" means, on a worldwide basis: (a) all inventions, developments, discoveries, concepts and ideas (whether or not patentable and whether or not reduced to practice) and all patents, patent applications, patent disclosures and all related continuations, divisionals, continuations-in-part, reissues, reexaminations, utility models, certificates of invention, industrial designs, and design patents, as well as the rights to file for, and to claim priority to, any such patent rights, (b) all registered and unregistered trademarks, service marks, domain names, trade dress and product configurations, logos, trade names, corporate names, and all other indicia of source, together with all goodwill associated with any of the foregoing, and all registrations and applications therefor including all extensions, modifications, and renewals of same, (c) all registered and unregistered copyrights in both published and unpublished works and all moral rights, and applications for registration thereof, (d) all computer software, data and documentation, (e) all internet domain names and registration rights, uniform resource locators, internet or worldwide web sites or protocol addresses, and all related content and programming, and related security passwords or codes, (f) all trade secrets and confidential business information, whether patentable or unpatentable and whether or not reduced to practice, including know-how, formulas, drawings and technical plans, schematics, prototypes, designs, models, unpublished works of authorship, data and databases, manufacturing and production processes and techniques, research and development information, other copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, (g) all other proprietary rights relating to any of the foregoing and (h) all copies and tangible embodiments thereof (in whatever form or medium).

"Cap" - As defined in Section 6.6(b).

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time.

"Chairman" - As defined in the Operating Agreement.

"Claim Notice" - As defined in Section 6.4(a).

"Claimed Amount" - As defined in Section 6.4(a).

"Closing" - As defined in Section 1.5.

"Closing Adjustment Amount" - As defined in Section 1.6(c).

"Closing Date" - As defined in Section 1.5.

"Closing Indebtedness" - As defined in Section 1.6(b).

"Closing Payment" - As defined in Section 1.2(c).

"Closing Statement" - As defined in Section 1.6(c).

"Closing Statement Dispute Notice" -- As defined in Section 1.6(c).

"Closing Working Capital" -- As defined in Section 1.6(c).

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985.

"Code" means the Internal Revenue Code of 1986.

"Company Confidential Information" - As defined in Section 8.1.

"Company Financial Statements" as defined in Section 3.4.

"Company's Knowledge" or "Knowledge" where used in the context of the Knowledge of the Company, means the knowledge of Stockholder after due inquiry and reasonable investigation.

"Consents" - As defined in Section 3.3.

"Contract" means, with respect to any Person, any contract, agreement, deed, mortgage, lease, license, purchase order, commitment, arrangement or undertaking, written or oral, or other document or instrument to which or by which such Person is a party or otherwise subject or bound or to which or by which any asset, property or right of such Person is subject or bound.

"Controlling Party" -- As defined in Section 6.4(d).

"Current Assets" means the current assets of the Business other than any cash, deferred Tax assets or other Tax assets (including, without limitation, Tax assets relating to Tax refunds or overpayment of Taxes).

"Current Liabilities" means the current liabilities of the Business (other than any deferred Tax liabilities or other Tax liabilities (except for liabilities that would be Assumed Taxes to the extent they are included in the computation of the Working Capital as finally determined)).

"Customer Contracts" - As defined in Section 3.5(b).

"Disclosure Schedule" -- As defined in Article III

"Dispute Item" - As defined in Section 1.6(c).

"Employee Benefit Plan" means any "employee pension benefit plan" (as defined in Section 3(2) of ERISA), any "employee welfare benefit plan" (as defined in Section 3(1) of ERISA), and any other written or oral plan, agreement or arrangement involving direct or indirect compensation or benefits, including insurance coverage, severance benefits, change of control, retention, performance, holiday pay, vacation pay, paid time off, fringe benefit, disability benefits, pension, retirement plans, profit sharing, deferred compensation, bonuses, stock options, stock purchase, phantom stock, stock appreciation or other forms of incentive compensation or post-retirement compensation that is maintained or contributed to by the

Company or to which the Company is required to contribute or for which the Company or any ERISA Affiliate has any or is likely to have any Liability.

"Employee Welfare Benefit Plan" shall have the meaning set forth in Section 3(1) of ERISA.

"Employment Agreement" - As defined in Section 2.4(c).

"Environmental Laws" means any and all Laws, Permits, approvals, authorizations and other requirements having the force and effect of Law, whether local, state, territorial or national, at any time in force or effect relating to: (i) emissions, discharges, spills, releases or threatened releases of Hazardous Materials; (ii) the use, treatment, storage, disposal, handling, manufacturing, transportation or shipment of Hazardous Materials; (iii) the regulation of storage tanks; or (iv) relating to pollution or the protection of human health, safety or the environment, including the following statutes as now written and amended, and as amended hereafter, including any and all regulations promulgated thereunder and any and all state and local counterparts: CERCLA, the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., the Solid Waste Disposal Act, 42 U.S.C. §6901 et seq., the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §11001 et seq., and the Safe Drinking Water Act, 42 U.S.C. §300f et seq.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" means any member of the Company's controlled group of companies within the meaning of Code Section 414(b), (c), (m) or (o).

"Estimated Closing Balance Sheet" - As defined in Section 1.6(b).

"Estimated Working Capital" - As defined in Section 1.6(b).

"Excluded Assets" - As defined in Exhibit A-1.

"Funded Indebtedness" shall mean (a) all indebtedness for borrowed money or for the deferred purchase price of property or services (including reimbursement and all other obligations with respect to surety bonds, letters of credit and bankers' acceptances, whether or not matured), including the current portion of such indebtedness, which are secured by Liens in the Business Assets, (b) all obligations evidenced by notes, bonds, debentures or similar instruments, (c) all capital lease obligations and (d) all guarantees of any of the items set forth in clauses (a) - (c) above.

"GAAP" means United States generally accepted accounting principles as in effect from time to time.

"Governmental Authority" means the government of the United States or any foreign country or any state, local or political subdivision thereof and any entity, body or authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including quasi-governmental entities established to perform such functions.

"Hazardous Materials" shall mean (i) materials which are listed or otherwise defined as "hazardous" or "toxic" under any applicable local, state, federal and/or foreign laws and regulations that govern the existence and/or remedy of contamination on property, the protection of the environment from contamination, the control of hazardous wastes, or other activities involving hazardous substances, including, but not limited to, building materials, or (ii) any petroleum products.

"Hire Date" - As defined in Section 2.4.

"Income Taxes" means any Taxes measured by, or imposed on net income or net worth or any franchise Taxes imposed in lieu thereof, including, in each case, any interest or penalties related thereto.

"Indemnified Party" - As defined in Section 6.4(a).

"Indemnifying Party" - As defined in Section 6.4(a).

"Law" means any law, statute, code, regulation, ordinance, rule, Order, or governmental requirement enacted, promulgated, entered into, agreed, imposed or enforced by any Governmental Authority.

"Leased Properties" means the real property leased or subleased to the Company and used in the Business and other rights to use or occupy any land, buildings, structures, improvements, fixtures or other interest in real property in connection with the Business.

"Letter of Intent" as defined in 9.3.

"Liability" or "Liabilities" means any obligation or liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated and whether due or to become due), including any liability for Taxes.

"Lien" means any mortgage, lien, charge, restriction, pledge, security interest, option, lease or sublease, claim, right of any third party, easement, encroachment or encumbrance or other charges or rights of others of any kind or nature.

"Material Adverse Change" means a change in or effect on the Business or any loss or damage to the Business Assets that is or could reasonably be expected to be materially adverse to the results of operations, financial condition, business, prospects, rights, properties, assets or liabilities of the Business, including any material change or effect on relations with management, employees, creditors, suppliers, customers, regulators, insurers or others having business relationships with the Business, which for purposes of "materiality" hereunder shall be a likely diminution of the net income of the Business exceeding five percent (5%).

"Membership Interest" means a member's ownership interest in Purchaser, including any and all benefits to which the holder of such Membership Interest may be entitled as provided in the Operating Agreement, together with all obligations of such member to comply with the terms and provisions of the Operating Agreement.

"Non-Controlling Party" - As defined in Section 6.4(c).

"Non-Transferred Contracts" - As defined in Section 3.10(c).

"Note" -- means either the Subordinated Promissory Note 1 or the Subordinated Promissory Note 2, as the case may be.

"Objection Notice" -- As defined in Section 6.4(b).

"Operating Agreement" means Telesight Acquisition, LLC's Operating Agreement, as amended from time to time in accordance with its terms.

"Order" means any decree, order, judgment, writ, award, injunction, stipulation or consent of or by, or settlement agreement with, a Governmental Authority.

"Ordinary Course of Business" means the ordinary course of business of the Business, and of the Company in connection with the Business, consistent with past practice and custom (including with respect to quantity and frequency).

"Other Customer Contracts" -- As defined in Section 3.5(b)

"Permits" - As defined in Section 3.9(a).

"Person" means any natural person, corporation, limited liability company, partnership, firm, joint venture, joint-stock company, trust, association, unincorporated entity or organization of any kind, Governmental Authority or other entity of any kind.

"Premises Lease" -- As defined in Section 2.5

"Prepays" -- As defined in Exhibit A

"Purchase Price" - As defined in Section 1.2.

"Purchaser Indemnitees" - As defined in Section 6.1.

"Recurring Customer Contracts" -- As defined in Section 3.5(a)

"Reserve Basket Amount" -- As defined in Section 6.3

"Response" - As defined in Section 6.4(b).

"Restricted Period" - As defined in Section 8.6(a).

"Restricted Territory" - As defined in Section 8.6(a).

"Retained Liabilities" means all Liabilities of the Company other than the Assumed Liabilities, including, without limitation:

(i) except to the extent included in the calculation of the final Working Capital, any Liability arising from, in connection with or relating to products of the Business or services sold prior to the Closing, including product liabilities, warranty obligations and recall obligations, irrespective of the legal theory asserted;

(ii) except to the extent included in the calculation of the final Working Capital, any Liability relating to or arising out of manufacturer's coupons, the return of products, trade promotion activities or events or customer deductions related to products of the Business sold prior to the Closing;

(iii) any Liability (whether direct or as a result of successor liability, transferee liability, joint and several liability or contractual liability) of the Company for Income Taxes (whether accrued or payable on, before, or after the Closing Date and whether or not reserved for on the Closing Statement and whether or not related to the Business Assets, the Business or hired employees);

(iv) any Liability of the Company for Taxes (whether direct or as a result of successor liability, transferee liability, joint and several liability or contractual liability) that are unrelated to the Business Assets, the Business, or hired employees (whether accrued or payable on, after, or before the Closing Date and whether or not reserved for on the Closing Statement);

(v) any Liability (whether direct or as a result of transferee liability, joint and several liability or contractual liability) for Taxes (other than Assumed Taxes) for periods (or portions thereof) ending on or before the Closing Date that are related to the Business Assets, the Business, or hired employees (whether payable on, after or before the Closing Date and whether or not reserved for on the Closing Statement);

(vi) any Liability under or with respect to any Employee Benefit Plan;

(vii) any Liability related to the employment of any employee of the Company prior to or on the Closing Date;

(viii) any Liability (whether direct or as a result of transferee liability, joint and several liability, contractual liability) of the Company for Taxes (including all income Taxes incurred on, after, or before the Closing Date) unrelated to the Business Assets or the Business (whether accrued or payable on, after, or before the Closing Date and whether or not reserved for on the Closing Statement);

(ix) any Liability (whether direct or as a result of transferee liability, joint and several liability or contractual liability) for Taxes related to the Business Assets or the Business for periods (or portions thereof) ending on or before the Closing Date (whether accrued or payable on, after, or before the Closing Date and whether or not reserved for on the Closing Statement);

(x) any costs and expenses incurred by the Company incident to the negotiation and preparation of this Agreement and its performance and compliance with the agreements and conditions contained herein;

(xi) any Liability of the Company to its current or former stockholders, including Stockholder, or to any other Affiliate of the Company;

(xii) any Liability to the extent relating to any Excluded Asset;

(xiii) any Funded Indebtedness of the Company;

(xiv) any accrued dividends, interest and shareholder and employee bonuses; and

(xv) any other Liability for which the Company is liable pursuant to this Agreement.

"Seller Indemnitees" - As defined in Section 6.2.

"Seller Party" or "Seller Parties" - As defined in Section 8.1.

"Target Working Capital" - As defined in Section 1.6(a).

"Tax Representations" - As defined in Section 6.5(b).

"Tax Return" means any report, return or other information required to be supplied to a Governmental Authority in connection with any Taxes.

"Taxes" means all taxes, interest, charges, fees, duties (including custom duties), levies, or other assessments, including net income, gross income, capital gains, gross receipts, net receipts, gross proceeds, net proceeds, ad valorem, profits, real property, personal property (whether tangible or intangible), gaming, sales, use, franchise, capital, excise, estimated, value added, stamp, lease, transfer, occupational, equalization, license, payroll, employment, environmental, disability, severance, withholding, unemployment, or other taxes, charges or fees assessed by any governmental authority, including any interest, penalties, or additions to tax attributable thereto.

"Transaction Documents" - As defined in Section 1.5.

"Transfer Taxes" - As defined in Section 9.2.

"Treasury Regulation" means the final or temporary regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Unlimited Representation" - As defined in Section 6.5(b).

"Working Capital" means the sum of prepaid expenses plus accounts receivable (as transferred to Purchaser) minus the sum of accrued expenses plus accounts payable (as part of

the Assumed Liabilities) as computed under GAAP subject to these additional other mutual agreements: (i) the calculation of Estimated Working Capital and Working Capital shall only include amounts related to the Business Assets and Assumed Liabilities and shall not include any amounts relating to Excluded Assets or Retained Liabilities; (ii) the Working Capital shall be computed on substantially the form of the WC Worksheet attached hereto as Exhibit D, which is intended to measure the Working Capital consistent with historical practice subject to accruals for vacation and sick pay as contemplated by Section 1.6 hereof; and (iii) cash of the Business will be excluded from Working Capital.

Interpretation. Unless the context of this Agreement otherwise requires, (a) words of any gender shall be deemed to include each other gender, (b) words using the singular or plural number shall also include the plural or singular number, respectively, (c) references to "hereof," "herein," "hereby" and similar terms shall refer to this entire Agreement, (d) all references in this Agreement to Articles, Sections and Exhibits shall mean and refer to Articles, Sections and Exhibits of this Agreement, (e) all references to statutes and related regulations shall include all amendments of the same and any successor or replacement statutes and regulations, (f) references to any Person shall be deemed to mean and include the successors and permitted assigns of such Person (or, in the case of a Governmental Authority, Persons succeeding to the relevant functions of such Person) and (g) the word "including" means "including without limitation."