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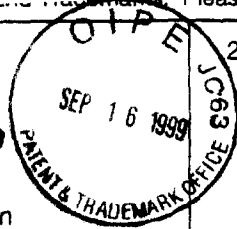
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To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

InterTrans, Inc.

MRP
9-16-99



- Individual(s)
- General Partnership
- Corporation-State -Virginia
- Other

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: July 1, 1999

2. Name and address of receiving party(ies)

Name: 1EBB.com, L.L.C.

Internal Address:

Street Address: 14331 Papilion Way

City: Centerville State: VA ZIP: 20121

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company

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)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2197625

Additional numbers attached? Yes No

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

Name: Leslie S. Spitalney, Esq.

Internal Address: Holland & Knight LLP

Street Address: 2100 Pennsylvania Ave., N.W.

Suite 400

City: Washington State: D.C. ZIP: 20037

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

12/07/1999 TTOM11 00000307 2197625

DO NOT USE THIS SPACE

01-FC-481

40.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Leslie S. Spitalney

Name of Person Signing

Leslie S. Spitalney

Signature

12/10/99

Date

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

24

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments TRADEMARK
Washington, D.C. 20231

REEL: 001997 FRAME: 0302

**AGREEMENT FOR THE PURCHASE OF CERTAIN ASSETS OF
INTERTRANS, INC. BY IEBC.COM, L.L.C.**

THIS AGREEMENT is made this 1st day of July, 1999 by and between IEBC.com, L.L.C., a Virginia limited liability company ("Purchaser") or assigns and InterTrans, Inc. a Virginia corporation ("Seller").

RECITALS

SELLER desires to sell and transfer to PURCHASER certain assets of SELLER described in Section 1.1 hereof (the "Assets") for the consideration set forth in Section 1.3 hereof (the "Consideration").

PURCHASER desires to purchase the Assets from SELLER in reliance upon SELLER's representations and warranties contained herein, and pursuant to the terms and conditions contained herein.

NOW THEREFORE, with intent to be legally bound, and in consideration of the mutual agreements and covenants set forth herein, the parties agree as follows:

**ARTICLE I
Purchase and Closing**

1.1 Purchase of the Assets. On the basis of the representations and warranties made by the parties hereto, and subject to the terms and conditions set forth herein, SELLER agrees to sell and transfer to PURCHASER, and PURCHASER agrees to purchase from SELLER, the Web Site Property of SELLER for the Consideration set forth in Section 1.4. As used in this Agreement the term "Web Site Property" shall include all property, both tangible and intangible, which comprises and/or is required for the use, operation and development of SELLER's "IEBC" World Wide Web sites (the "Web Sites"), as presently used, operated and developed by SELLER and as may be enhanced by SELLER as of the time of Closing. The Web Site Property, which is described more fully in Schedule 1.1, shall include, but not be limited to, all Intellectual Property Rights (defined herein), applicable software; source code; databases; the design, format, structure and content of the Web Sites existing as of the date of this Agreement and any enhancements made thereto through the time of Closing; member database, trade leads database, historical records, marketing materials, and other information, documents, contracts and correspondence with parties that SELLER is either in contract with or in negotiations with, concerning the Web Sites, hardware on which the webmaster of the web sites conducts business, registered and exclusive rights to the domain names "iebb.com", "iebb.net" and "iebb.org"; registered and

unregistered trademarks and service marks and associated goodwill; and all other similar intellectual property and tangible assets which are associated with or required for the use, operation and/or development of the Web Sites.

1.2 Entitlement to Revenues from Web Site Property. From and after the Closing, PURCHASER shall be entitled to all revenue arising from the Web Site Property, including but not limited to subscriptions, advertising fees, sponsorships and reseller agreement fees. Prior to Closing SELLER shall be entitled to all revenue arising from the Web Site Property, as described above.

1.3 Consideration PURCHASER shall pay to SELLER for the Assets described in Section 1.1 the following Consideration :

(a) Deposit: Upon execution hereof PURCHASER shall deliver the sum of Thirty-eight Thousand Dollars (\$38,000.00) by certified check to Todd Salsbury as Escrow Agent to be held as a deposit as provided herein. If SELLER has satisfied all of its obligations for Closing and PURCHASER fails to close hereunder, then the Escrow Agent shall pay SELLER Seven Thousand Six Hundred Dollars (\$7,600.00), shall return the balance to PURCHASER, and the parties shall have no further obligations hereunder. If PURCHASER has satisfied all of its obligations for Closing and SELLER fails to close hereunder, then the Deposit shall be returned to PURCHASER, in which event the parties shall be relieved of further liability hereunder, or PURCHASER may pursue its other remedies, including specific performance.

(b) Payment at Closing: At Closing the Deposit shall be paid to SELLER, and the PURCHASER shall pay to the SELLER by certified check, the sum of One Hundred Fifty-two Thousand Dollars (\$152,000.00).

(c) Allocation of Consideration. The Consideration shall be allocated in the manner set forth in Schedule 1.3.

1.4 Closing. Closing shall take place at the offices of SELLER, 241 East 4th Street, Suite 207, Frederick, Maryland, on July 1, 1999, 12:00 noon (the "Date of Closing").

1.5 Closing Actions. The following steps shall be taken concurrently by SELLER and PURCHASER, respectively at Closing:

(a) SELLER shall transfer, assign and deliver to PURCHASER all Assets to be sold and transferred to PURCHASER pursuant to this Agreement, together with an appropriate bill of sale for all Assets sold to PURCHASER hereunder containing full warranties consistent with this Agreement and

sufficient to vest in PURCHASER good and marketable title to such Assets, free and clear of all liens, liabilities, encumbrances, claims, mortgages, pledges and security arrangements of every nature, description and kind whatsoever, other than those liabilities to members and advertisers described in §2.5 below.

(b) In accordance with Section 1.3 above, PURCHASER shall deliver the certified check and the Escrow Agent shall deliver the Deposit to SELLER.

(c) The parties shall execute such other agreements and other instruments and documents of transfer and title that are necessary or expedient to carry out the intent of this Agreement.

ARTICLE II

Representations and Warranties of SELLER

SELLER represents and warrants to PURCHASER:

2.1 Authorization. SELLER has by proper corporate proceedings duly authorized the execution, delivery and performance of this Agreement and all instruments and agreements made and/or delivered by it pursuant to this Agreement.

2.2 Good Standing. SELLER is a corporation organized and legally existing in good standing under the laws of the Commonwealth of Virginia with full power and authority to own the Assets and conduct its activities as now being conducted.

2.3 Material Agreements. All written and oral contracts and other agreements to which SELLER is a party and which are being, or may be, assigned or transferred hereunder or which otherwise affect or relate to the Assets have been delivered to PURCHASER for review, if written, and have been disclosed to PURCHASER in writing, if oral. Such contracts and agreements are hereinafter referred to as the "Material Agreements." SELLER is not in default under any of the Material Agreements or any agreement being transferred under this Agreement, and no act or event has occurred which with notice or lapse of time, or both, would constitute a default under any such agreement. SELLER's performance of its obligations under this Agreement and PURCHASER's full enjoyment of its rights under this Agreement will not cause or constitute a violation by SELLER of any such agreement.

2.4 Notifications. Upon reasonable investigation, SELLER has notified all third parties that are necessary for SELLER to perform its obligations under this Agreement, provided, however that PURCHASER may need to renew certain of those agreements that it desires to renew.

2.5 Liabilities of SELLER. SELLER shall remain liable for all liabilities of SELLER, fixed or contingent. PURCHASER is assuming no liabilities of SELLER fixed or contingent. SELLER has filed all required Federal, state and local tax returns for all periods on or before the due dates for such returns and has paid all taxes shown to be due by said returns. SELLER has filed or will file all required Federal, state and local tax returns and has paid or will pay all taxes shown to be due by such returns up to and through the time of Closing. There is no contingent liability for past wages under the provisions of the Fair Labor Standards Act or any similar Federal or state law respecting payment of wages, salary or benefits. PURCHASER agrees to accept liability for providing active members and advertisers with services contracted for, as indicated on an electronic copy to be delivered to PURCHASER at Closing.

2.6 The Assets. Schedule 1.1 attached hereto lists the Assets, and constitutes a complete and accurate description of the Assets in all respects. SELLER has not received notice of, and is not aware of, any claims with respect to the Assets, or defects in the Assets which would materially affect their usefulness to PURCHASER or make them unsuitable for PURCHASER's use in the operation of the Web Sites; provided, however, that hardware referred to on Schedule 1.1 is transferred in its "as is" condition without warranties of any kind by SELLER. Substantially all links within the Web Sites and from the Web Sites to other sites function as intended as of Closing. No warranty is given with respect to any "chat" functions of the Web Sites or with respect to any Licensed Software.

2.7 Title. SELLER has good and marketable title to the Assets, free and clear of any mortgage, pledge, lien, encumbrance, charge, title retention, security arrangement or any other restriction on the use, possession or transfer thereof. The Assets do not constitute all or substantially all of SELLER's assets. With respect to Intellectual Property Rights (defined below) SELLER makes the following further representations and warranties:

(a) SELLER has the exclusive right to use, sell, license or sublicense, transmit, transfer, reproduce, modify, create derivative works, publicly display and perform, distribute (electronically or otherwise) and dispose of, and has the right to bring actions for the infringement of, or has a valid and exclusive (except for "off the shelf" software) right or license to use, all Intellectual Property Rights necessary or required for the conduct of the Web Sites as currently conducted and to be conducted as of Closing (herein the "Transferred Rights").

(b) Except for the fee paid to STATUSA, which is part of SELLER's premium service and which PURCHASER must renew if it desires to continue,

there are no royalties, honoraria, fees or other payments payable by SELLER to any person by reason of the ownership, use, license or sublicense, transmission, broadcast, delivery (electronically or otherwise), sale, or disposition of the Transferred Rights.

(c) None of the Transferred Rights infringes any common law or statutory rights of any other party, nor to the knowledge of SELLER is any third party infringing on the Transferred Rights, and there is no pending or threatened claim or litigation contesting SELLER's ownership of or rights to the Transferred Rights.

(d) All works that were created, prepared or delivered by employees, consultants, independent contractors or other third parties for or on behalf of SELLER constitute "works made for hire" specially ordered or commissioned by the SELLER within the meaning of United States copyright law, or all right title and interest therein have been validly and irrevocably assigned to SELLER.

(e) As used herein, the term "Intellectual Property Rights" shall mean all industrial and intellectual property rights, including without limitation, patent rights, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, copyright applications, franchises, licenses, databases, "URL's" and Internet domain names and applications therefor, computer programs, the Owned Software (defined below), user interfaces, know-how, trade secrets, customer lists, proprietary technology, processes and formulae, source code, object code, algorithms, architecture, structure, display screens, layouts, development tools, instructions, templates, marketing materials, inventions, trade dress, logos and designs and all documentation and media constituting, describing or relating to the foregoing.

(f) Section 1.1 includes a true and complete list and description of all software programs and applications designed or developed by employees of the SELLER or by consultants on the SELLER's behalf (the "Owned Software." All of the Owned Software are original works of authorship of the SELLER and are protected by the copyright laws of the United States. SELLER has not licensed or distributed the Owned Software, and is transferring to PURCHASER the exclusive right to license, distribute or transfer the Owned Software. The applications envisioned by the Owned Software can be recreated from their associated source code without undue burden. The SELLER has furnished to PURCHASER, all documentation relating to the use, maintenance, and operation of the Owned Software, all of which is true and accurate in all material respects.

2.8 Intellectual Property. SELLER has sufficient title and ownership of all trademarks, service marks, trade names, copyrights, trade secrets, information, proprietary rights, domain names, Uniform Resource Locators ("URLs") and processes necessary for its business as now conducted without any conflict with or infringement of the rights of others. Schedule 1.1, attached hereto, contains a complete list of trademarks and trademark applications, service marks and service mark applications, copyrights and copyright applications, trade secrets, proprietary rights, and licenses utilized or useful in the operation of the Web Sites. Except (i) as shown on Schedule 1.1 and (ii) with respect to the oral understanding with Versanet regarding the chat room functions, there are no outstanding options, licenses, or agreements of any kind relating to the foregoing, nor is the SELLER bound by or a party to any options, licenses, or agreements of any kind with respect to the trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, proprietary rights, and processes of any other person or entity. The SELLER has not received any communications or claims alleging that the SELLER has violated or, by conducting its business as proposed, would violate, any of the patents, patent applications, trademarks, service marks, trade names, copyrights, or trade secrets or other proprietary rights of any other person or entity. SELLER owns no rights to patents or patent applications with respect to the operation of the Web Sites or the Web Site Property. For purposes hereof any software licensed by SELLER from any third party that is used by the SELLER in the operation of the Web Sites is referred to as the "Licensed Software." SELLER represents and warrants that the Licensed Software only consists of "off the shelf" software that the SELLER has properly licensed from third parties. Seller is not transferring any rights to the Licensed Software, but such Licensed Software will reside on the hardware to be delivered at Closing.

2.9 Legal Proceedings. There are no known claims, suits, proceedings or investigations pending or threatened against SELLER which could result in any claim against the Assets or in any material change in the financial condition of SELLER or which could invalidate this Agreement or any action contemplated hereunder.

2.10 Legal Compliance. The execution and performance of this Agreement will not result in a breach or constitute a default or violation under:

(a) any charter, by-law, agreement or other document to or by which SELLER is a party or is bound; or

(b) any decree, order or rule of any court or governmental authority which is binding on SELLER or on any property of SELLER.

(c) any law, rule or regulation of any governmental authority.

2.11 Brokers and Finders. No agent or broker or other person acting pursuant to authority of SELLER is entitled to any commission or finder's fees in connection with the transactions contemplated by this Agreement.

2.12 SELLER's Clients, Vendors and Licensors. SELLER has no knowledge, nor has it been notified, by any client, vendor or licensor, of the termination of any contract, license or right, which termination could affect the Assets in any material respect.

2.13 Compliance with Law. The operations of SELLER have not been and are not known to be in violation of the laws or regulations of any Federal, state or local governmental authority, and SELLER knows of no proceeding or investigation threatened against SELLER alleging that any of SELLER's activities is in violation of any such laws or regulations.

2.14 Truthfulness of Representations and Warranties. No representation or warranty of SELLER contained herein, no statement contained in any of the related schedules or exhibits, and no certificate, instrument or document furnished or to be furnished by SELLER pursuant hereto or in connection with the transactions contemplated hereby contains or will contain any untrue statements of a material fact or will fail to state a material fact necessary to make the statements contained therein not misleading. SELLER has no knowledge or reasonable grounds to know of the existence of any fact pertaining to the activities of SELLER which adversely affects, or in the future may adversely affect the operations of SELLER, the Assets or the properties of SELLER.

2.15 Continuation of Representations and Warranties. If the transaction provided for in this Agreement is consummated at the time of Closing, all of the representations and warranties contained in this Article will be true and correct at and as of the time of Closing, with the same force and effect as though made at and as of the time of Closing, except for changes contemplated or permitted by this Agreement.

ARTICLE III

Representations and Warranties of PURCHASER

PURCHASER represents and warrants to SELLER that:

3.1 Good Standing. PURCHASER is a limited liability company duly organized and legally existing in good standing under the laws of the

Commonwealth of Virginia. If this Agreement is assigned by PURCHASER prior to Closing as permitted by §8.3 below, and such assignee is other than an individual, then such assignee shall be duly organized, legally existing and in good standing.

3.2 Authorization. PURCHASER has duly authorized the execution, delivery and performance of this Agreement on behalf of PURCHASER.

3.3 Brokers and Finders. No agent, broker or other person acting pursuant to PURCHASER's authority will be entitled to make any claim against PURCHASER for any commissions or finder's fees in connection with the transactions contemplated by this Agreement.

3.4 Legal Proceedings. There are no known claims, suits, proceedings or investigations pending or threatened against PURCHASER which could result in any claim against the Assets or in any material change in the financial condition of PURCHASER or which could invalidate this Agreement or any action contemplated hereunder.

3.5 Truthfulness of Representations and Warranties. No representation or warranty of PURCHASER contained herein, no statement contained in any of the related schedules or exhibits, and no certificate, instrument or document furnished or to be furnished by PURCHASER pursuant hereto or in connection with the transactions contemplated hereby contains or will contain any untrue statements of a material fact or will fail to state a material fact necessary to make the statements contained therein not misleading. PURCHASER has no knowledge or reasonable grounds to know of the existence of any fact pertaining to the activities of PURCHASER which adversely affects, or in the future may adversely affect the operations of PURCHASER, the Assets or the properties of PURCHASER.

3.6 Continuation of Representations and Warranties. If the transaction provided for in this Agreement is consummated at the time of Closing, all of the representations and warranties contained in this Article will be true and correct at and as of the time of Closing, with the same force and effect as though made at and as of the time of Closing, except for changes contemplated or permitted by this Agreement.

ARTICLE IV

Additional Agreements of SELLER

4.1 Preservation of SELLER's Business. SELLER will use its best efforts preserve the Web Sites and the Web Site Property intact until the time of Closing.

4.2 Insurance. SELLER shall continue in force until the time of Closing its existing liability and property damage, fire and other casualty insurance coverage.

4.3 Expenses of Negotiation. SELLER shall pay all expenses incurred on SELLER's behalf in connection with the negotiation, execution and performance of this Agreement, whether or not the transactions contemplated hereby are consummated, including the fees and expenses of counsel for SELLER, except for the \$250 fee of the escrow agent for which PURCHASER is responsible.

4.4 Restrictive Covenant. From the date of Closing until five (5) years thereafter, SELLER shall not:

- engage in (whether by itself or as a stockholder, partner, agent or representative of any person, firm, corporation or association) any activity, or
- assist any person or entity to engage in any activity, or
- have any interest, direct or indirect, in any activity, or
- transact business with any entity

which activity or business is in competition with the Web Sites or perform substantially similar functions as the Web Sites; provided that this Article 4.4 shall not prohibit SELLER from (i) engaging in the software localization and translation industry or (ii) acquiring or holding an interest of up to two percent (2%) of the outstanding shares of any corporation engaged in such a competitive business if such shares are available to the general public on a national securities exchange; and provided, further, that the restrictions set forth in this Article 4.4 shall apply only to activities or transactions by SELLER and other entities controlled by SELLER. The competitive activity prohibited under this Article 4.4 shall include, but not be limited to, creating, engaging in, or assisting any third party in the creation of, management, maintenance, marketing, operation or other use of, any World Wide Web sites which deal with the subject matter of the Web Sites. The parties acknowledge and agree that the services and activities to be undertaken by PURCHASER as a result of the transactions set forth in this Agreement will be performed on a world-wide basis, that the restrictions with respect to competitive activities shall apply on a world-wide basis and that such restrictions are reasonable and necessary.

If PURCHASER brings legal action or seeks injunctive or other relief in connection with a violation or alleged violation of any restrictive covenant herein, PURCHASER shall not, as a result of the time involved in obtaining

such relief, be deprived of the benefit of the full period of the restrictive covenant.

If any court shall determine that the duration or limits of any restriction contained herein are unenforceable, the restrictive covenant set forth herein shall not be deemed invalid, but shall be deemed amended to the extent required to render it valid and enforceable, such amendment to apply only with respect to the operation of this section in the jurisdiction of the court which has made such adjudication.

4.5 Training. After Closing and without additional consideration SELLER agrees to provide PURCHASER with training at SELLER's location on the afternoon of July 1st, and at PURCHASER's location on July 1st, July 2nd and July 6th.

4.6 Consulting. For a period of thirty (30) days after the ratification hereof, and without additional consideration therefor, SELLER shall provide ad hoc consulting, on an as needed basis not to exceed 5 hours per week, by making Leslie Yewell, the current webmaster of the Web Sites, available by telephone or e-mail for support or questions regarding the Web Sites.

ARTICLE V Conditions to PURCHASER's Closing

PURCHASER's obligations under this Agreement shall be subject to the fulfillment at or prior to the time of Closing of each of the following conditions, any of which may be waived by PURCHASER:

5.1 Correctness of Representations and Warranties. All representations and warranties of SELLER contained in this Agreement or otherwise made in writing pursuant to this Agreement shall be true and correct at and as of the time of Closing, with the same force and effect as though made at and as of the time of Closing, except for changes contemplated or permitted by this Agreement.

5.2 Performance of Obligations. SELLER shall have performed and complied with all of the obligations and conditions required by this Agreement to be performed or complied with at or prior to Closing.

5.3 Left blank intentionally.

5.4 Condition of SELLER's Business. The organization and activities of SELLER and its relations with suppliers, clients and others shall not have been impaired in any respect.

5.5 Left blank intentionally.

5.6 Agreement with Radix.net. PURCHASER shall have entered into an agreement with Radix.net for ISP services and to engage Radix.net for consulting services on terms acceptable to PURCHASER.

5.7 Left blank intentionally.

ARTICLE VI Conditions to SELLER's Closing

SELLER's obligations under this Agreement shall be subject to the fulfillment at or prior to the time of Closing of each of the following conditions, any of which may be waived by SELLER:

6.1 Correctness of Representations and Warranties. All representations and warranties of PURCHASER contained in this Agreement or otherwise made in writing pursuant to this Agreement, shall be true and correct at and as of the time of Closing, with the same force and effect as though made at and as of the time of Closing, except for changes contemplated or permitted by this Agreement.

6.2 Performance of Obligations. PURCHASER shall have performed and complied with all of the obligations and conditions required by this Agreement to be performed or complied with by or prior to the time of Closing.

6.3 Left blank intentionally.

ARTICLE VII Indemnification

7.1 All representations and warranties made by SELLER and PURCHASER shall survive the Closing.

7.2 SELLER shall indemnify PURCHASER, its successors and assignees, and its managers, officers, employees and agents and hold them harmless from and against all losses, claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from the breach of any of the representations, agreements, covenants or warranties made herein by

SELLER. The amount of any claim resolved in favor of PURCHASER shall be paid by SELLER to PURCHASER within ten (10) days of PURCHASER's demand therefor. In the event PURCHASER asserts a claim arising out of a breach by SELLER of any of the representations, agreements, covenants or warranties of SELLER and such claim is resolved fully in favor of SELLER, PURCHASER shall reimburse SELLER for its reasonable attorney fees incurred in the defense of such claim.

7.3 PURCHASER shall indemnify SELLER, its successors and assignees, and its directors, officers, employees and agents, and hold them harmless from and against all losses, claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from the breach of any of the representations, agreements, covenants or warranties made herein by PURCHASER. Payment by PURCHASER of any damages, losses, claims, liabilities, costs or expenses incurred by SELLER and which SELLER is indemnified by PURCHASER hereunder, shall be made within ten (10) days of SELLER's demand therefor. In the event SELLER asserts a claim arising out of a breach by PURCHASER of any of the representations, agreements, covenants or warranties of PURCHASER or from such liabilities and such claim is fully resolved in favor of PURCHASER, SELLER shall reimburse PURCHASER for its reasonable attorney fees incurred in the defense of such claim.

7.4 In any suit, proceeding or action with a third party which may result in indemnification hereunder, PURCHASER and SELLER shall inform each other regarding such suit, proceeding, or action and will furnish each other, without charge, such relevant information as is in their possession, shall execute all necessary or desirable papers and documents, and shall furnish each other cooperation, including personnel for interviewing, pretrial discovery and as witnesses at trials and hearings, as may be necessary to properly defend any such suit, proceeding, or action.

ARTICLE VIII Other Provisions

8.1 Cooperation. SELLER and PURCHASER each agree (a) to cooperate with the other party in determining whether any filings are required to be made or consents required to be obtained in any jurisdiction in connection with the consummation of the transactions contemplated hereby and in making or causing to be made any such filings promptly and in seeking to obtain timely any such consent; (b) to use all reasonable efforts in making or causing to be made any such filings promptly any such consents; and (c) to use all reasonable efforts to transition customers, employees, suppliers, facilities, and technology from SELLER to PURCHASER. SELLER and PURCHASER shall

furnish to the other party and its respective counsel all such information as may be reasonably required in order to effectuate the foregoing actions.

8.2 Notices. Any notice or consent given by a party under this Agreement shall be in writing and shall be deemed given when sent by registered or certified mail or by reputable national overnight delivery service, such as FEDEX, addressed,

if to SELLER to:

President
InterTrans, Inc.
241 East 4th Street, Suite 207
Frederick, Maryland 21701

with a copy to:

Tod P. Salisbury, Esquire
Salisbury & McLister
100 West Church Street
Frederick, Maryland

or if to PURCHASER to:

President
IEBB.com, L.L.C.
14331 Papilion Way
Centreville, Virginia 20121

with a copy to:

Robert A. Hickey, Esquire
Holland & Knight, LLP
3110 Fairview Park Drive
Suite 900
Falls Church, Virginia 22042

and shall be deemed delivered when deposited with the United States Postal Service or such other delivery service

8.3 Successors. This Agreement shall inure to the benefit of, and be binding on and enforceable against, the successors and assigns of SELLER and PURCHASER, respectively. This Agreement may not be assigned by either party without the consent of the other, provided, however, that prior to closing PURCHASER (or its organizer) shall have the right to assign this Agreement to an individual or other entity in which such organizer has or will have an interest by giving notice thereof to SELLER, provided such Assignee agrees to be bound by the applicable provisions hereof related to PURCHASER.

8.4 Waiver of Performance. SELLER or PURCHASER may extend the time for or waive the performance of any obligations of the other party, or waive compliance by the other party with any covenants or conditions in this Agreement. Any such extension or waiver shall be effective only if made in a writing signed by an authorized officer of each party hereto.

8.5 Entire Agreement. This Agreement, together with the Schedules and exhibits hereto, represents the entire agreement of the parties with respect to the transactions contemplated herein and all understandings and agreements, oral or written, heretofore made by the parties are merged in this Agreement, and neither this Agreement nor any provision hereof may be amended or modified except by a written agreement signed by an authorized officer of each party hereto.

8.6 Headings. The section headings and captions in this Agreement are for convenience of reference only and shall not be deemed to constitute a part of the provisions hereof, nor affect the meaning or construction of any provision, condition or covenant hereof.

8.7 Counterparts. For the convenience of the parties hereto, this Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

8.8 Governing Law. This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of Maryland.

8.9 Point of Contact. Each party shall appoint a person who shall be Point of Contact who shall be the main contact person for issues surrounding the implementation and performance of this Agreement.

8.10 Severability. In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any

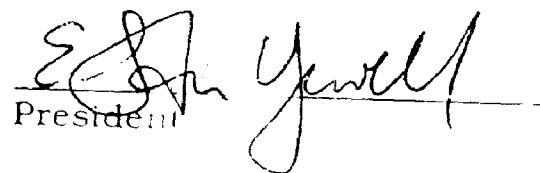
respect, such provision or provisions shall be ineffective only to the extent of such invalidity or un-enforceability, without invalidating the remainder of such provision or provisions or the remaining provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein, unless such a construction would be unreasonable.

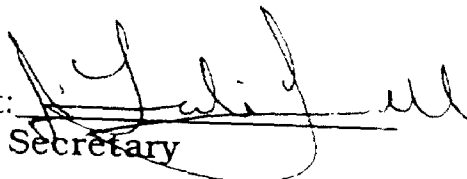
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

IEBB.COM, L.L.C.

By:  7/1/99
President/Manager

INTERTRANS, INC.

By: 
President

Attest: 
Secretary

Exhibits and Schedules

Schedule 1.1 Assets

Schedule 1.3 Allocation of Purchase Price

FCF 1 #11528 v3

SCHEDULE 1.1

1. HARDWARE

Packard Bell Model C115, Pentium 120 Mhz, 120 MB RAM, 32GB Hard Disk, 1.44MB Floppy drive, 24X CD-ROM, 56K Modem, Princeton Ultra 72 17" monitor, Windows 98 operating system.

2. Licensed Software. Eudora Pro Email v. 4.0 (on zip disk), Web Position STD v1 21.4 (downloaded), Net Contact v6.2c (downloaded). Note that the Licensed Software will remain installed on the Hardware, but SELLER is transferring no rights in, nor does it make any warranties with respect to, the Licensed Software

3. The IEBC registered trademark and all associated patents and registrations for trademarks and service marks. A copy of the trademark registration is attached hereto.

4. All domain names and rights to URL's that are associated with IEBC, including ieb.com, ieb.net, and ieb.org.

5. All Owned Software used to run the ieb.com Web Site, including all HTML, CGI, and other software code, executables and scripts, and including the object code and source code. Such Owned Software shall be in electronic form acceptable to Purchaser.

6. Database of members, and trade leads, in electronic form acceptable to Purchaser.

7. All historical records of IEBC and its contracts.

8. All marketing materials, and other advertising and promotional documents and information used in connection with IEBC and the Web Sites.

9. All information, documents, contracts and correspondence with the following parties and any other parties that IEBC is currently in business with or in negotiation with: United Nations, American Express, Journal of Commerce, Stat-USA, SchedNet, manufacturers of "Tariffic", manufacturers of "Shipping Solutions", Centre for International Trade, and all other contracts and relationships with vendors under "Links" page (e.g. "Freight World").

10. All other documents and information, in whatever media, relating to the Web Sites, the previous version(s) of the Web Site, or IEBC, including but not limited to financial statements, business plans and projections, standard operating procedures and manuals, email messages, newsletters, and others.

SCHEDULE 1.3

Fixed Assets	\$ <u>1,000.00</u>
Owned Software	\$ <u>180,000.00</u>
Intangible Assets, Intellectual Property Rights, Goodwill	\$ <u>9,000.00</u>
TOTAL	\$ <u>190,000.00</u>

FCH1 #11571 v1

[Signature] 7/7/99
[Signature] 1 JULY 99

Restrictive Covenant Agreement

THIS RESTRICTIVE COVENANT AGREEMENT is made this 1st day of July, 1999 by and between IEBB.com, L.L.C., a Virginia limited liability company ("Purchaser") and E. SMITH YEWELL, ("Restricted Party").

RECITALS

RESTRICTED PARTY is the President of InterTrans, Inc., a Virginia corporation (herein "Seller") and a party as Seller to a certain Agreement for the Purchase of Certain Assets dated June 1st, 1999 (herein the "Asset Agreement" whereby Purchaser agreed to purchase from Seller certain of Seller's assets related to Seller's "IEBB" World Wide Web sites (the "Web Sites"), as more fully set forth in the Asset Agreement..

As a material inducement for PURCHASER to enter into and close on the Agreement Restricted Party has agreed to enter into and be bound by the terms of this Restrictive Covenant Agreement..

NCW THEREFORE, with intent to be legally bound, and in consideration of the mutual agreements and covenants set forth herein, the parties agree as follows:

1. Restrictive Covenant. From the date of Closing on the Asset Agreement until three (3) years thereafter, RESTRICTED PARTY shall not:

- engage in (whether by itself or as a stockholder, partner, agent or representative of any person, firm, corporation or association) any activity, or
- assist any person or entity to engage in any activity, or
- have any interest, direct or indirect, in any activity, or
- transact business with any entity

which activity or business is in competition with the iebb.com, iebb.net, and iebb.org Web Sites (as defined in the Asset Agreement) or perform substantially similar functions as those Web Sites; provided that this provision shall not prohibit RESTRICTED PARTY from (i) engaging in the software localization and translation industry or (ii) acquiring or holding an interest of up to two percent (2%) of the outstanding shares of any corporation engaged in such a competitive business if such shares are available to the general public on a national securities exchange; and provided, further, that the restrictions set forth herein shall apply only to activities or transactions by RESTRICTED PARTY and other entities controlled by RESTRICTED PARTY. The competitive activity prohibited hereby shall include, but not be limited to, creating, engaging in, or assisting any third party in the creation of, management,

maintenance, marketing, operation or other use of, any World Wide Web sites which deal with the subject matter of the iebb.com, iebb.net, and iebb.org Web Sites. The parties acknowledge and agree that the services and activities to be undertaken by PURCHASER as a result of the transactions set forth in the Asset Agreement will be performed on a world-wide basis, that the restrictions with respect to competitive activities shall apply on a world-wide basis and that such restrictions are reasonable and necessary.

If PURCHASER brings legal action or seeks injunctive or other relief in connection with a violation or alleged violation of any restrictive covenant herein, PURCHASER shall not, as a result of the time involved in obtaining such relief, be deprived of the benefit of the full period of the restrictive covenant.

If any court shall determine that the duration or limits of any restriction contained herein are unenforceable, the restrictive covenant set forth herein shall not be deemed invalid, but shall be deemed amended to the extent required to render it valid and enforceable, such amendment to apply only with respect to the operation of this section in the jurisdiction of the court which has made such adjudication.

2. Miscellaneous This Agreement shall inure to the benefit of, and be binding on and enforceable against, the successors and assigns of RESTRICTED PARTY and PURCHASER, respectively. This Agreement may not be assigned by either party without the consent of the other. PURCHASER may waive compliance by RESTRICTED PARTY with any covenants or conditions in this Agreement. Any such waiver shall be effective only if made in a writing signed by both parties hereto. This Agreement represents the entire agreement of the parties with respect to the transactions contemplated herein and all understandings and agreements, oral or written, heretofore made by the parties are merged in this Agreement, and neither this Agreement nor any provision hereof may be amended or modified except by a written agreement signed by an authorized officer of each party hereto. For the convenience of the parties hereto, this Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement. This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of Maryland. In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision or provisions shall be ineffective only to the extent of such invalidity or un-enforceability, without invalidating the remainder of such provision or provisions or the remaining provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable

provision or provisions had never been contained herein, unless such a construction would be unreasonable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

IEBB.COM, L.L.C.

By  7/1/99
President/Manager

RESTRICTED PARTY:


E. SMITH YEWELL

FCH1 #11659 v2

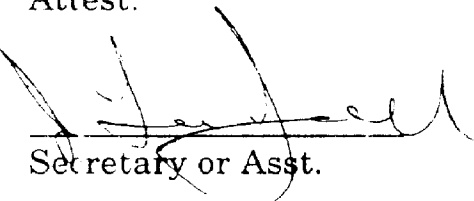
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that on JULY 15, 1999 InterTrans, Inc., a Virginia corporation, (hereinafter referred to as "Seller"), in consideration of the sum of \$190,000.00 and other good and valuable consideration in hand paid to the Seller by iebb.com, L.L.C., a Virginia limited liability company (hereinafter referred to as "Purchaser", the receipt of which is hereby acknowledged by Seller, does hereby and by these presents grant, bargain, sell, convey, transfer, assign, release and deliver unto Purchaser all of the assets properties, goods and chattels listed on the Attached Schedule 1.1.


To have and to hold the same unto Purchaser, its successors, and assigns forever. The Seller covenants and agrees with Purchaser to warrant and defend title to the assets hereby sold unto the Purchaser, its successors and assigns against all and every person and persons whomever.

The Seller, for itself, its successors and assigns, warrants and represents to the Purchaser that the title conveyed is good, its transfer is rightful, and the assets are, have been, or shall be delivered free from any security interest or other lien or encumbrance, except as may be listed on Schedule 1.1.

In witness whereof, the Seller has hereunto affixed its signature and seal effective the year and day first above written.

(Corporate Seal)
Attest:

Secretary or Asst.

InterTrans, Inc.

BY: 
President

Reference Number: 26300.010000

Filing Correspondent:
GLYNNA CHRISTIAN PARDE
8180 GREENSBORO DRIVE, SUITE 850
MCLEAN, VIRGINIA 22102

IEBB ref.2

TRADEMARKSCAN®--U.S. Federal

Serial Number: 75313965
Registration Number: 2197625

Status: REGISTERED

USPTO Status: (700) REGISTERED

Filed: June 24, 1997
Published: July 28, 1998
Registered: October 20, 1998

Goods/Services: INTERNATIONAL TRADE INFORMATION AND CONSULTING SERVICES, NAMELY,
PROVIDING INTERNATIONAL TRADE INFORMATION VIA A GLOBAL COMPUTER INFORMATION
NETWORK

International Class(es)
35 (Advertising and Business Services)

International Class: 35
First Used: November 1995
In Commerce: November 1995

Pseudo International Class(es)
42 (Miscellaneous Service Marks)

Owner At Publication:
INTERTRANS, INC.
VIRGINIA CORPORATION
1316 CHETWORTH COURT
ALEXANDRIA, VIRGINIA 22314

Applicant:
INTERTRANS, INC.
VIRGINIA CORPORATION
1316 CHETWORTH COURT
ALEXANDRIA, VIRGINIA 22314

Filing Attorney: JEFFREY L COSTELLIA
Reference Number: 2463.3

Filing Correspondent:
JEFFREY L COSTELLIA
SIXBEY FRIEDMAN LEEDOM AND FERGUSON PC
2010 CORPORATE RIDGE STE 600
MCLEAN VA 22102