

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TechTrain, Inc.		11/14/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Knowledge Key Associates, Inc.
Doing Business As:	The Training Camp
Street Address:	2137 Welsh Road
Internal Address:	Suite 3C
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19115
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	75807799	TECHTRAIN
Registration Number:	2438194	TECHTRAIN

CORRESPONDENCE DATA	
Fax Number:	(215)673-4007
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2156771310
Email:	muhlman@trainingcamp.net
Correspondent Name:	Mark Uhlman
Address Line 1:	2137 Welsh Road
Address Line 2:	Suite 3C
Address Line 4:	Philadelphia, PENNSYLVANIA 19115

NAME OF SUBMITTER:	Mark Uhlman
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Total Attachments: 10
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CHRIS FAX: 215-673-4007
PAUL FAX: 240-525-6645

ASSET PURCHASE AGREEMENT AND BILL OF SALE

THIS ASSET PURCHASE AGREEMENT AND BILL OF SALE, dated this 14th day of November, 2003, by and between Knowledge Key Associates, Inc., a Delaware corporation doing business as The Training Camp ("Buyer"), having its principal place of business at 2137 Welsh Road, Suite 3C, Philadelphia, PA 19115, and TechTrain, Inc., a Delaware corporation ("Seller") having its principal place of business at 2730 W Tyvola Road, #210, Charlotte, NC 28217.

BACKGROUND

Seller and Buyer provide accelerated computer certification training to students. Seller wishes to transfer its obligations to provide training to certain of its students to Buyer. Buyer desires to assume Seller's obligations to provide such training on the terms and conditions set forth herein. Seller has been paid by the prospective students for such training, which payments shall be retained by Seller, and the value of such training being assumed and performed by Buyer hereunder is \$93,000. In addition, in consideration of Buyer's agreement to assume such obligations as provided herein, Seller will sell and transfer to Buyer the assets of Seller set forth on Exhibit A hereto (the "Purchased Assets") as provided herein.

NOW, THEREFORE, in consideration of the mutual premises, representations, warranties and respective covenants contained herein, and subject to the terms and conditions set forth herein, the parties hereto intending to be legally bound hereby, agree as follows:

1. Definitions.

For convenience, certain terms used in more than one part of this Agreement are defined below (such terms as well as any other terms defined elsewhere in this Agreement shall be equally applicable to both the singular and plural forms of the terms defined).

"Contract" means any written or oral contract, agreement, lease, instrument or other commitment that is binding on any person or its property under applicable law.

"Court Order" means any judgment, decree, injunction, order or ruling of any federal, state, local or foreign court or governmental or regulatory body or authority that is binding on any person or its property under applicable law.

"Default" means (a) a breach, default or violation, (b) the occurrence of an event that with or without the passage of time or the giving of notice, or both, would constitute a breach, default or violation or (c) with respect to any Contract, the occurrence of an event that with or without the passage of time or the giving of notice, or both, would give rise to a right of termination, renegotiation or acceleration.

"Encumbrances" means any lien, mortgage, security interest, pledge, restriction on transferability, defect of title or other claim, charge or encumbrance of any nature whatsoever on any property or property interest.

"Transactions" means the purchase and sale of the Purchased Assets in accordance with this Agreement and the other transactions contemplated by the Transaction Documents.

2. Purchase and Sale of Purchased Assets.

2.1 Agreement and Sale. Seller hereby grants, sells, conveys, assigns, transfers and delivers to Buyer, and Buyer hereby accepts from Seller, all right, title and interest of Seller in and to, and good, valid and marketable title to, all of the Purchased Assets, free and clear of all Encumbrances.

2.2 Purchase Price. In consideration of the grant, sale, conveyance, assignment, transfer and delivery of the Purchased Assets to Buyer, Buyer shall assume the obligations of Seller to up to seventeen (17) students (the "Subject Students") by providing training that is substantially similar to the training programs in which such students enrolled with Seller, all as further described on Exhibit B hereto (such training as described on Exhibit B, the "Training Programs") and as further provided in Section 3 below.

3. Training. Buyer agrees to make available to the Subject Students the Training Programs at a location to be determined by the Buyer in its sole discretion. Buyer shall commence such training no sooner than December 15, 2003 and no later than May 15, 2004. Buyer's obligation to provide any Training Program to any Subject Student is conditioned upon such Subject Student agreeing to accept such training at the location determined by Buyer and such Subject Student's execution and delivery to Buyer of a Training Engagement Agreement in form and substance satisfactory to Buyer in its sole discretion. As a precondition for providing the Training Programs to any of the Subject Students, Buyer shall request each of such Subject Students to enter into the Seller Release form attached hereto as Exhibit C (the "Seller Release"), which shall expressly release Seller from any and all obligations to provide training and/or certification on the part of Seller, and acknowledge that any and all of such obligations have been assumed by Buyer.

4. Representations and Warranties of the Seller. The Seller hereby represents and warrants to Buyer as follows:

4.1 Corporate Status. Seller is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and is qualified to do business in any jurisdiction where it is required to be so qualified.

4.2 Authorization. Seller has the requisite power and authority to (a) own the Purchased Assets and (b) execute and deliver this Agreement and consummate the transactions contemplated herein. Such execution, delivery and performance by Seller has been duly authorized by all necessary corporate action, including, if necessary, approval by the stockholders of the Seller. This Agreement and all the documents to be executed in connection herewith (the "Transaction Documents") have been duly executed and delivered by Seller and

constitute, or will constitute, a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as the enforcement hereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles.

4.3 Consents and Approvals. Neither the execution and delivery by Seller of the Transaction Documents to which it is a party, nor the performance of the Transactions performed or to be performed by Seller, require any filing, consent, renegotiation or approval, constitute a Default or cause any payment obligation to arise under (a) any Law or Court Order to which Seller is subject, (b) the certificate of incorporation or bylaws of Seller, or (c) any Contract by which the Purchased Assets or the Seller may be bound.

4.4 Title to Purchased Assets and Related Matters. Seller has good and marketable title to the Purchased Assets, free from any Encumbrances and the use of the Purchased Assets is not subject to any Encumbrances.

4.5 Liabilities. Seller does not have any Liabilities relating to the Purchased Assets, other than pursuant to this Agreement.

4.6 Disclosure. No representation or warranty by Seller in any Transaction Document, and no information contained therein or otherwise delivered by or on behalf of Seller to Buyer in connection with the Transactions, hereto contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which such statements were made.

5. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller, as follows:

5.1 Corporate Status. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and is qualified to do business in any jurisdiction where it is required to be so qualified.

5.2 Authorization. Buyer has the requisite power and authority to execute and deliver the Transaction Documents to which it is a party and to perform the Transactions performed or to be performed by it. Such execution, delivery and performance by Buyer has been duly authorized by all necessary corporate action. Each Transaction Document executed and delivered by Buyer has been duly executed and delivered by Buyer and constitutes a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

5.3 Consents and Approvals. Neither the execution and delivery by Buyer of the Transaction Documents to which it is a party, nor the performance of the Transactions performed or to be performed by Buyer, require any filing, consent or approval, constitute a Default or cause any payment obligation to arise under (a) any Law or Court Order to which Buyer is subject, (b) the Charter Documents or bylaws of Buyer or (c) any Contract, Governmental Permit or other document to which Buyer is a party or by which the properties or other assets of Buyer may be bound.

5.4 Accuracy of Information. No representation or warranty by Buyer in any Transaction Document, and no information contained therein or otherwise delivered by or on behalf of Buyer to any other Party in connection with the Transactions contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which such statements were made.

6. Mutual Covenants. In connection with the execution and delivery of this Agreement, the parties hereto covenant and agree as follows:

6.1 Release. Seller, on behalf of itself and each of its officers, directors, employees, agents and affiliates, and their respective successors and assigns (the "Related Persons"), hereby irrevocably and unconditionally remises, releases and forever discharges Buyer and its past, present and future officers, directors, employees, agents, affiliates, stockholders, successors and assigns, in each case in their capacities as such and in their capacities of holding any such positions with Buyer (individually, a "Releasee" and, collectively, "Releasees") from any and all manners of action, causes of action, suits, claims, counterclaims, demands and proceedings, whether known or unknown, suspected or unsuspected, both at law and in equity, which Seller or any of its Related Persons now has, has ever had or may hereafter have against the respective Releasees arising contemporaneously with or prior to the date hereof or on account of, or arising out of any matter, cause, event or action related to the provision by Buyer of the Training Programs to the Subject Students, except with respect to the obligations of Buyer expressly set forth in this Agreement and the exhibits thereto. Seller hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced, any proceeding of any kind against any Releasee, based upon any matter purported to be released hereby.

6.2 Transfer of Purchased Assets. Buyer shall be responsible for arranging for the delivery of the tangible Purchased Assets to Buyer within ten (10) business days after the date of this Agreement. Seller shall take such reasonable steps as may be necessary or appropriate to allow Buyer or its designee access to Seller's properties and the tangible Purchased Assets for the purpose of Buyer's pick-up of such Purchased Assets.

6.3 Further Assurances. Seller hereby constitutes and appoints Buyer, its successors and assigns as the Seller's true and lawful agent and attorney to demand and receive any and all of the Purchased Assets, to do and perform any and all acts necessary or desirable in the sole discretion of the attorney so acting to carry out the transfer of the Purchased Assets, to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute in the Seller's name, or in the name of the Buyer, its successors and assigns as the legal attorney of and for the Seller thereunto duly authorized, at the sole expense and for the benefit of Buyer, its successors and assigns any and all proceedings at law, in equity or otherwise, that Buyer, its successors and assigns may deem proper for the collection and enforcement of any claim or right of any kind hereby granted, sold, conveyed, assigned, transferred, set over or vested, or intended so to be, and to do all acts and things in relation to the Purchased Assets that Buyer, its successors and assigns may deem desirable, the Seller hereby declaring that the foregoing powers are coupled with an interest and shall be irrevocable by the Seller or by the Seller's dissolution or in any manner or for any reason whatsoever. The Seller

hereby covenants and agrees that, at any time and from time to time, at Buyer's request and without further consideration, the Seller, its successors and assigns will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, any and all such further acts, conveyances, transfers, assignments, powers of attorney and assurances as Buyer reasonably may require to more effectively grant, sell, convey, assign, transfer, set over to or vest in Buyer any of the Purchased Assets, or to better enable Buyer to realize upon or otherwise enjoy any of the Purchased Assets or to carry into effect the intent and purposes of this Agreement. Buyer shall promptly provide copies of each Seller Release executed by the Subject Students to Seller or its counsel, and shall promptly notify Seller or its counsel if any of the Subject Students fails or refuses to sign a Seller Release.

6.4 Change of Names. Within forty-five (45) days after the date of this Agreement, Seller shall change its corporate name so that it no longer includes the name "TechTrain," or any derivation thereof, and shall otherwise discontinue the use of such name.

6.5 No Assumed Liabilities. Buyer shall not assume or pay, perform, discharge or be responsible for any of the obligations or liabilities of Seller except as expressly set forth in this Agreement. It is expressly understood and agreed that the parties intend that Buyer shall not be considered a successor to Seller by reason of any theory of law or equity and that Buyer shall have no liability of Seller.

6.6 Domain Names. Seller shall immediately take all action necessary to transfer to Buyer the web domain names set forth on Exhibit A as part of the Purchased Assets. For a period of forty-five (45) days after the date of this Agreement, Buyer shall maintain a click-through to one website URL of Seller designated by Seller.

7. Contents of Agreement. This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein and supersedes all prior agreements or understandings among the parties regarding those matters.

8. Amendment, Parties in Interest, Assignment, Etc. This Agreement may be amended, modified or supplemented only by a written instrument duly executed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, legal representatives, successors and permitted assigns of the parties hereto. No party hereto shall assign this Agreement or any right, benefit or obligation hereunder, except that Buyer may assign its rights and obligations hereunder provided that it remains obligated to fulfill its obligations hereunder.

9. Severability. If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto.

10. Interpretation. Unless the context of this Agreement clearly requires otherwise, (a) references to the plural include the singular, the singular the plural, the part the whole, (b) "or" has the inclusive meaning frequently identified with the phrase "and/or" and (c) "including" has the inclusive meaning frequently identified with the phrase "but not limited to." The section and other headings contained in this Agreement are for reference purposes only and shall not control

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

**KNOWLEDGE KEY ASSOCIATES,
INC.**



Signature

Name: ANDREW K FRANK

Title: VP & GM

TECHTRAIN, INC.



Signature

Name: Paul Perocchi

Title: CEO

Exhibit A ("Purchased Assets")

TechTrain.com Domain Name

TechTrain.net Domain Name

Trademark Ownership of 'TECHTRAIN'; Serial No.75-807799; Registration No.2,438,194

Brand Elements of TechTrain including logo, tagline, graphic designs, brochure layouts, website layouts, advertisement layouts

One (1) IBM E-Server

Two (2) HP LH 4000 Servers

Two (2) HP LC 2000 Servers

Four (4) Proxima Projectors

Exhibit B ("Training Programs")

NAME	STATE	CERTIFICATION
Alex Robertson	CA	BC - CCNA
Bruce Velleux	CA	BC - CCNA
Ken Schneider	CA	BC - CCNA
Mark Gainer	DA	BC - CCNA
Brad Haman	TX	BC - CCNA
Glen Duote	TX	BC - CCNA
William Marshall	TX	BC - CCNA
Christopher Jones	TX	BC - MCSA
Dale Moss	TX	BC - MCSA
Scott Sibet	TX	BC - MCSA
Daniel Yoo	CA	BC - MCSE
David Hernandez	TX	BC - MCSE
James Potts	TX	BC - MCSE
Jose Huerta	TX	BC - MCSE
Kris Dickman	TX	BC - MCSE
Nathava Alexander	TX	BC - MCSE
Michael Lamb	TX	BC - MCSE

Exhibit C ("Seller Release")

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