

4/5/04

04-07-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

102716462

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

1. Name of conveying party(ies):
DKW Law Group, PC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Professional Corporation - PA

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

2. Name and address of receiving party(ies)
Name: DKW Law Group, LLC
Internal Address: US Steel Tower, 58th Floor
Street Address: 600 Grant Street
City: Pittsburgh State: PA Zip: 15219

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Purchase and Sale of Assets

Execution Date: 10/02/03

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 78/208,295
 B. Trademark Registration No.(s) 2,851,161; 2,656,012; 2,615,197; 2,370,744

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: William P. Smith
 Internal Address: 58th Floor
 Street Address: 600 Grant Street
 US Steel Tower
 City: Pittsburgh State: PA Zip: 15219

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 315
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
500287

DO NOT USE THIS SPACE

9. Signature.
 William P. Smith
 Name of Person Signing *William P. Smith* Signature 4-1-2004 Date

Total number of pages including cover sheet, attachments, and document: 22

OFFICE OF PUBLIC RECORDS
2004 APR -5 PM 2:56
FINANCE SECTION

04/06/2004 LNUELLER 00000073 500287 78208295

01 FC:0521 40.00 BA
02 FC:0522 275.00 BA

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002944 FRAME: 0699



RECORDATION FORM CONTINUED

Question 4(b). Trademark Registration No.(s)

- 2,555,333
- 2,382,822
- 2,417,034
- 2,422,816
- 2,305,989
- 2,668,424
- 2,342,720

ASSET PURCHASE AGREEMENT

Oct 2 THIS ASSET PURCHASE AGREEMENT (this "Agreement"), made as of 2003 by and among DKW Law Group, LLC, a Pennsylvania limited liability company (the "Buyer") and DKW Law Group, PC, a Pennsylvania professional corporation (the "Seller").

BACKGROUND:

WHEREAS, Seller is engaged in the business of providing legal representation and services to its clients (the "Business"), and other professional services through its subsidiary entities, DKW Capital Markets, LLC, a Pennsylvania limited liability company, DKW Value Recovery, LLC, a Pennsylvania limited liability company, Renaissance Partners, LLC, a Pennsylvania limited liability company, Ficap Strategic Partners, LLC, a Pennsylvania limited liability company and Concord Health Partners, LLC, a Pennsylvania limited liability company (each sometimes individually referred to as a "DKW Subsidiary" and collectively as, the "DKW Subsidiaries,"); and

WHEREAS, on June 30, 2003 Seller filed a voluntary petition for relief under chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court for the Western District of Pennsylvania (the "Bankruptcy Court") under case number 03-28186 and continues to manage its properties as debtor and debtor-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code; and

[WHEREAS, Sellers will seek approval of a Motion pursuant to Section 363 of the Bankruptcy Code to sell to Buyer substantially all of the tangible and intangible assets used by the Seller in connection with the Business.]

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Acquisition Transaction

1.1.1 Purchase and Sale of Assets. Upon the terms and conditions herein set forth, at the Closing, Buyer agrees to purchase from Seller, and Seller agrees to sell, transfer, convey and deliver to Buyer free and clear of all claims, liens or other encumbrances, all of the Acquired Assets. As used herein, "Acquired Assets" shall mean all assets of the Seller used in the operation of the Business, real or personal, tangible and intangible, existing or acquired hereafter, whether or not reflected on the books or financial statements of Seller, including, without limitation, all equipment, furniture, fixtures and leasehold improvements; all intellectual property related to the Business or any of the other Acquired Assets, including, without limitation, trademarks, copyrights, technical information, data, research and development information, contracts; all direct and beneficial ownership and other financial interests of the Seller in each of the DKW Subsidiaries as more fully set forth on Schedule 1.1.1 hereto; and copies of the Seller's financial and accounting books and records as are necessary for the Buyer's continued operation of the Acquired Assets and the Business, but specifically excluding all accounts receivable and unbilled work-in-process. The Buyer shall not assume or become responsible for any liabilities of the Seller as a consequence of the purchase of the Acquired Assets.

1.1.2 Excluded Assets. The Acquired Assets specifically exclude the following excluded assets (the "*Excluded Assets*"): all accounts receivable; all work-in process as set forth on the Seller's books and records as of the Closing Date; all of the corporate minute books, and corporate seals of the Seller; all avoidance actions under chapter 5 of the Bankruptcy Code and any recoveries thereunder; all financial and accounting books and records except as are necessary for Buyer's continued operation of the Acquired Assets and the Business; and all tangible, intangible, real or personal property, including, without limitation, contracts, or intellectual property which Buyer specifically lists in Schedule 1.1.2 as an Excluded Asset.

1.2 Inspections; Warranties as to Condition. Buyer will rely on an order of the Bankruptcy Court approving this Agreement and authorizing the sale of the Acquired Assets pursuant to Sections 105, 363(b), 363(f) and 365 of the Bankruptcy Code (the "*Section 363/365 Order*"); and, subject to satisfaction of the conditions contained in Sections 7.1 and 7.3 of this Agreement, Buyer will accept the Acquired Assets as and where they exist on the Closing Date and will accept the sale, conveyance, assignment, transfer and delivery of the Acquired Assets based upon its own inspection, examination and determination with respect thereto.

1.3 Purchase Price and Allocation. Buyer agrees to pay to Seller at the Closing \$350,000 in cash (the "*Purchase Price*"). Buyer and Seller agree to allocate the Purchase Price among the Acquired Assets for all purposes (including financial accounting and tax purposes) in accordance with the allocation prepared by Buyer and Seller and set forth on Schedule 1.3 hereto.

1.4 Executory Contracts. Set forth on Schedule 1.4 hereto is a list of executory contracts and unexpired leases (each a "*Designated Contract*" and collectively, the "*Designated Contracts*") that Buyer desires Seller assign to Buyer. At any time prior to five (5) days before the Sale Confirmation Hearing, Buyer shall be permitted to amend Schedule 1.4 to add or remove Designated Contracts upon giving Seller written notice of such amendment. On the Closing Date, Seller shall assign to Buyer the Designated Contracts set forth on Schedule 1.4 hereto, together with any amendments thereto prior to the Sale Confirmation Hearing, to the extent such Designated Contracts are assignable pursuant to agreement or order of the Bankruptcy Court. Upon assignment of such Designated Contracts to Buyer at the Closing, Seller, except for the obligation to cure any defaults under the Designated Contracts, which shall at all times remain with Seller, shall have no further liability or obligation with respect to such Designated Contracts. Buyer will cooperate and establish adequate assurance of future performance under all Designated Contracts to be assumed by Seller and assigned to Buyer.

1.5 Assignment of Miscellaneous Contracts and Rights. Section 365(c) of the Bankruptcy Code may preclude the Seller from assuming and assigning certain rights and obligations to the Buyer and notwithstanding anything in this Agreement to the contrary, except as may otherwise be approved by the Bankruptcy Court, this Agreement shall not constitute an Agreement to assign any claim, contract, license, lease, commitment, sales or purchase order or any claim or right or any benefit arising thereunder or resulting therefrom which may be precluded by Section 365(c) of the Bankruptcy Code from being assigned to the Buyer (the "*365(c) Contracts*"). If the 365(c) Contracts, or any of them, included in the Acquired Assets cannot be transferred or assigned effectively as described in this paragraph, the Seller shall cooperate prior to the Closing with the Buyer at the Buyer's request in endeavoring to obtain such consent promptly and will cooperate in any reasonable and lawful arrangement, approved by the Buyer, designed to provide such benefits to the Buyer.

1.6 Closing.

1.6.1 Closing Date. The closing of the transactions provided for in this Agreement (herein sometimes called the "*Closing*") shall take place at the offices of DKW Law Group, PC, 58th Floor, US Steel Tower, 600 Grant Street, Pittsburgh, PA 15219 on or before a date that is

acceptable to both Buyer and Seller, and which is not later than fifteen (15) days after the Section 363/365 Order has been docketed (and not stayed by the Bankruptcy Court) and provided that the other conditions to Closing herein have been satisfied or waived or such other place and time as shall be agreed to between Buyer and Seller. The date and time of Closing is sometimes herein called the "*Closing Date*." In the event that the transactions contemplated by this Agreement are subject to an appeal that is not stayed, Buyer may elect to proceed with a Closing pursuant to, and in accordance with, the protections afforded under Section 363(m) of the Bankruptcy Code.

1.6.2 Deliveries by Seller at Closing. At Closing, Seller shall deliver or cause to be delivered to Buyer the following:

(a) A Bill of Sale(s) from Seller for the Acquired Assets; and an Assignment of Lease for each of the Leased Properties which is a Designated Contract;

(b) An equity assignment and transfer power duly endorsed in blank by the Seller for each of the DKW Subsidiaries, transferring all of the Seller's ownership and financial interests in each DKW Subsidiary to Buyer; and

(c) a copy of each document listed on Schedule 1.4.

1.6.3 Deliveries by Buyer at Closing. At the Closing, Buyer will deliver or cause to be delivered to Seller the following:

(a) the consideration specified in Section 1.3 to be paid in the form of a wire transfer to the Seller; and

(b) such instruments of assumption as Seller may reasonably request to evidence and confirm Buyer's assumption of the Assumed Liabilities.

2. Representations and Warranties and Agreements of Seller. As material inducement to Buyer to enter into this Agreement and to close hereunder, Seller hereby makes the following representations and warranties and agreements to and with Buyer.

2.1 Corporate Status. Seller is a corporation, and each DKW Subsidiary is a limited liability company, duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, has the power and authority to own its properties and to carry on its business as it is now being conducted, and is duly qualified to do business as a foreign corporation or foreign limited liability company, as the case may be, in the jurisdictions specified in Schedule 2.1.

2.2 Due Authorization and Validity of Agreement. The execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on behalf of Seller. This Agreement constitutes the valid and legally binding obligation of Seller enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium and other similar laws affecting creditors' rights generally and by general principles of equity, whether considered in a proceeding at law or in equity.

2.3 Approvals. No consent, approval, authorization, declaration, filing, or registration with, any United States federal, state or local governmental or regulatory authority ("*Approvals*") is required to be made or obtained by Seller in connection with the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby, except (a) for consents, approvals, or authorizations of, or declarations or filings with, the Bankruptcy Court, (b) for consents, approvals, or authorizations which may be

required from the pre-petition and post-petition lenders and (c) consents, approvals or authorizations specified in Schedule 2.3.

2.4 Real Estate. Seller has no interest in any real estate except those properties disclosed on Schedule 2.4 which Seller leases or subleases, as tenant or subtenant (the "*Leased Properties*"). To Seller's knowledge, Seller has delivered to Buyer true and complete copies of all material leases, amendments and supplements thereto and all non-disturbance agreements. To Seller's knowledge and except as disclosed on Schedule 2.4, Seller is the holder of the lessee's or sublessee's interest, as applicable, in each lease and Seller has not assigned any lease or any interest therein or subleased any portion of the Leased Properties. To Seller's knowledge, Schedule 2.4 hereto includes a list of the material consents required with respect to the assignment by Seller to Buyer of any lease with respect to the Leased Properties.

2.5 Personal Property. Except as disclosed on Schedule 2.5, Seller has good, valid and marketable title to the Acquired Assets, subject to no liens and encumbrances which materially impair their use or operation in the ordinary course of business and upon entry of the 363/365 Order and the Bankruptcy Code, Seller shall have the power and right to sell, assign, transfer and deliver the Acquired Assets to Buyer.

2.6 Contracts. Schedule 1.4 of this Agreement contains a complete and accurate list of the material executory contracts used in connection with the operation of the Business and which constitute Designated Contracts. True and complete copies of each material executory contract which is a Designated Contract have been heretofore made available to Buyer. Giving *pro forma* effect to the terms of the Section 363/365 Order, each of the material executory contracts which is a Designated Contract is legal, valid, binding, enforceable and in full force and effect.

2.7 Leases. Schedule 1.4 of this Agreement contains a complete and accurate list of the material unexpired personal property leases used in connection with the operation of the Business and which constitute Designated Contracts. True and complete copies of each material written personal property lease that is a Designated Contract has been heretofore made available to Buyer. Giving *pro forma* effect to the terms of the Section 363/365 Order, the Seller will transfer each such lease free and clear of any liens. Giving *pro forma* effect to the terms of the Section 363/365 Order, each lease is legal, valid, binding, enforceable and in full force and effect.

3. Representations and Warranties and Agreements of Buyer. As material inducement to Seller to enter into this Agreement, Buyer makes the following representations and warranties to and agreements with Seller:

3.1 Corporate Status and Authority. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, and has the corporate power to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by Buyer have been duly authorized by all necessary action on the part of Buyer, and this Agreement constitutes the valid and legally binding obligation of Buyer, enforceable against it in accordance with its terms except as enforceability may be limited by bankruptcy, insolvency, moratorium and other similar laws affecting creditors' rights generally and by general principles of equity, whether considered in a proceeding at law or in equity.

3.2 Agreement Not in Breach of Other Instruments Affecting Buyer. The execution and delivery of this Agreement, the consummation of the transactions provided for herein, and the fulfillment of the terms hereof by Buyer do not and will not, with or without the giving of notice, the lapse of time, or both, result in the breach of any of the terms and provisions of, or

constitute a default under, or conflict with, or cause any acceleration of any obligation of Buyer under, any agreement, indenture or other instrument by which Buyer is bound, Buyer's Certificate of Formation, Articles of Organization or Bylaws, any judgment, decree, order, or award of any court, governmental body, or arbitrator, or any applicable law, rule, or regulation.

4. Covenants of the Seller and Buyer.

4.1. *Action by Seller Pending the Closing.* Except as ordered by the Bankruptcy Court or disclosed to Buyer in writing, between the date of execution of this Agreement and the Closing, Seller shall not take any action inconsistent with the transactions contemplated hereby and shall operate the Business in the ordinary course consistent with past practice except as may be precluded by the provisions of the Bankruptcy Code and applicable bankruptcy law, the requirements of the Seller's debtor-in-possession credit facility and the general contraction of the Business as a consequence of the filing by the Seller's of the bankruptcy petition and current conditions in the United States steel industry in general.

4.2. *Access, Cooperation and Information.* Seller shall afford to Buyer and to Buyer's financial advisors, legal counsel, accountants, consultants and other authorized representatives limited access during normal business hours throughout the period prior to the Closing Date, to the books, records, properties, and personnel of Seller that pertain to the Business and, during such period, shall furnish as promptly as practicable to Buyer such information as Buyer reasonably may request pertaining to the Business.

4.3. *Additional Matters.* Subject to the terms and conditions of this Agreement, each of the parties hereto agrees to use commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper, or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement, including using commercially reasonable efforts to obtain all necessary waivers, consents, and approvals required under this Agreement.

4.4. *Section 363/365 Order.* The Seller shall use commercially reasonable efforts to obtain entry by the Bankruptcy Court on or before September 1, 2003 of the Section 363/365 Order, which shall be in form and substance reasonably satisfactory to Buyer and which shall, among other things:

- (a) approve the terms and conditions of this Agreement;
- (b) approve a sale of the Acquired Assets to Buyer pursuant to Sections 363 and 365 of the Bankruptcy Code, free and clear of claims, liens or other encumbrances;
- (c) contain findings of fact and provide that Buyer is a good faith purchaser entitled to the protections of Section 363(m) of the Bankruptcy Code;
- (d) authorize the assumption by Seller and assignment to Buyer of all Designated Contracts;
- (e) provide that except as provided in this Agreement, Buyer shall not be liable for any obligations of Seller including, but not limited to, successor liability; and
- (f) otherwise be reasonably acceptable to Buyer.

5. Conditions Precedent

5.1 *Conditions Precedent to Obligation of Seller and Buyer.* The respective obligations of each party to effect the transactions contemplated by this Agreement shall be subject to the satisfaction of the following condition: the Section 363/365 Order, in form and substance reasonably satisfactory to the Buyer, shall have been entered by the Bankruptcy Court and such order shall not have been stayed, modified, reversed or amended.

5.2 *Other Conditions Precedent to Obligation of Seller.* The obligations of Seller to effect the transactions contemplated by this Agreement shall be subject to the satisfaction or waiver at or prior to the Closing Date of the following additional conditions: Buyer shall have performed in all material respects its obligations under this Agreement required to be performed by Buyer at or prior to the Closing Date, including, without limitation, payment of the Purchase Price and the representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects as of the Closing Date as if made at and as of such date, except as otherwise contemplated by this Agreement.

5.3 *Other Conditions Precedent to Obligation of Buyer.* The obligation of Buyer to effect the transactions contemplated by this Agreement shall be subject to the satisfaction or waiver at or prior to the Closing Date, of the following additional conditions:

(a) Seller shall have performed in all material respects its obligations under this Agreement required to be performed by Seller at or prior to the Closing Date, and, the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the Closing Date, as if made at and as of such date, except as otherwise contemplated by this Agreement.

(b) The Approvals set forth in Schedule 5.3 shall have been obtained.

6. Termination Rights. This Agreement and the transactions contemplated hereby may be terminated at any time prior to the Closing Date, with written notice thereof (a "*Termination Notice*") by any of the following:

(a) By mutual written consent of Seller and Buyer;

(b) By Buyer or Seller if any of the conditions set forth in Section 5.1 have not been, or are not capable of being, materially satisfied at Closing;

(c) By Buyer if any of the conditions set forth in Section 5.3 have not been, or are not capable of being, materially satisfied at Closing;

(d) By Seller if any of the conditions set forth in Section 5.2 have not been, or are not capable of being, materially satisfied at Closing;

(e) If this Agreement has not otherwise been terminated, by Buyer or Seller if the Closing Date has not occurred on or prior to September 15, 2003; provided, neither Buyer nor Seller may exercise their right to terminate the Agreement under this Section 6(e) if the reasons for the failure to consummate the transaction are attributable to the breach by Buyer or Seller (as the case may be) of any of their representations, warranties or covenants under this Agreement; and

(f) By either Seller or Buyer if there shall be in effect on or after September 15, 2003 a final, nonappealable order of a court restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby.

7. **Preservation of and Access to Books and Records.** At the Closing, Seller will delivery to Buyer the books, records and other documents pertaining to the Business (other than those that pertain to the Excluded Assets) in existence on the Closing Date. Buyer agrees to make the same available to Seller after the Closing Date for a period of three (3) years for inspection and copying by Seller or any representative of Seller at Seller's expense during the normal business hours of Buyer, upon reasonable request and upon reasonable notice. Buyer also agrees to provide Seller access to Buyer's personnel during normal business hours after the Closing so that Seller may close the bankruptcy estate.

8. **Miscellaneous.**

8.1 **Indulgences, Waivers, Etc.** Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

8.2 **Controlling Law.** This Agreement and all questions relating to its validity, interpretation, performance, remediation and enforcement (including, without limitation, provisions concerning limitations of actions) shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Pennsylvania, notwithstanding any choice-of-laws doctrines of such jurisdiction or any other jurisdiction which ordinarily would cause the substantive law of another jurisdiction to apply.

8.3 **Notices.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service such as Federal Express, Airborne Express, or by other messenger) or when deposited in the United States mails, registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

(a) If to Seller:

DKW Law Group, PC
58th Floor, USX Tower
600 Grant Street
Pittsburgh, PA 15219
Attention: Michael Kaminski
Telephone No.: 412-355-2604
Facsimile No.: 412-355-2609

(b) If to Buyer:

DKW Law Group, LLC
58th Floor, USX Tower
600 Grant Street
Pittsburgh, PA 15219

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address to the other parties in conformity with the provisions of this Section for the giving of notice.

Notice shall be by air-mail or courier service guaranteeing delivery within three (3) business days of the courier service's receipt of the transmission if transmitted from outside of the 48 contiguous states of United States.

8.4 Exhibits and Schedules. All Exhibits and Schedules attached hereto are hereby incorporated by reference into, and made a part of, this Agreement.

8.5 Binding Nature of Agreement; No Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, except that no party may assign or transfer its rights or obligations under or interest in this Agreement without the prior written consent of the other parties hereto. Any attempt to assign this agreement without the non-assigning party's written consent shall be void and invalid, the assignee shall acquire no rights hereunder and the non-assigning party shall not recognize the assignment.

8.6 No Third-Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors and permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person.

8.7 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. If executed in multiple counterparts, this Agreement shall become binding when two or more counterparts hereto, individually or taken together, bear the signatures of all of the parties reflected hereon as the signatories. Facsimile counterpart signatures to this Agreement shall be acceptable at the Closing if the originally executed counterpart is delivered within a reasonable time thereafter. Any photographic, photocopy or similar reproduction copy of this Agreement, with all signatures reproduced on one or more sets of signature pages, shall be considered for all purposes as if it were an executed counterpart of this Agreement.

8.8 Provisions Separable. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that any other provision may be invalid or unenforceable in whole or in part for any reason. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

8.9 Entire Agreement. This Agreement together with the related agreements referred to herein contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

8.10 Amendments and Modifications. This Agreement may not be amended or modified other than by an agreement in writing signed by all of the parties.

8.11 Section Headings. The Section headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

8.12 Interpretation. When a reference is made in this Agreement to a Section, Exhibit or Schedule, such reference shall be to a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed, as the context indicates, to be followed by the words "but [is] [are] not limited to." Where specific language is used to clarify or illustrate by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict the construction of the general statement which is being clarified or illustrated. The language in this Agreement has been chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. The words "herein," "hereof," "hereunder" and words of like import shall refer to this Agreement as a whole including its Schedules and Exhibits, unless the context clearly indicates to the contrary (for example, that a particular Section or Exhibit is the intended reference). Each agreement, representation and warranty contained herein is independent of all other agreements, representations and warranties contained herein (whether or not covering an identical or a related subject matter) and must be independently and separately interpreted, complied with and satisfied despite any actual or apparent overlap. Exceptions or qualifications to any agreement, representation or warranty contained herein shall not be construed as exceptions or qualifications to any other agreement, warranty or representation.

8.13 Gender, Etc. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate.

8.14 Number of Days. In computing the number of days for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

8.15 Expenses of the Parties. Each party shall bear the expenses incurred by such party in connection with the negotiation and execution of this Agreement and the consummation of the transactions contemplated hereby.

8.16 Statutory References. A reference in this Agreement to a statute or statutory provision shall mean such statute or statutory provision as it has been amended through the date as of which the particular Agreement provision is to take effect, or to any successor statute or statutory provision relating to the same subject as the statutory provision referred to in this Agreement, and to any then applicable rules or regulations promulgated thereunder.

8.17 Jurisdiction; Service of Process. For so long as Seller is subject to the jurisdiction of the Bankruptcy Court, any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against any of the parties only in the Bankruptcy Court. After Seller is no long subject to the jurisdiction of the Bankruptcy Court, any such action or proceeding arising out of this agreement shall be brought against the parties only in the courts of the State of Pennsylvania, County of Allegheny, or, if the necessary jurisdiction exists, in the United States District Court for the Western District of Pennsylvania. Each of the parties hereto consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and irrevocably waives any objection based upon inconvenience of the forum or otherwise to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world. Notwithstanding the foregoing, nothing in this Section is intended to prevent either party from instituting an action in any jurisdiction for the sole and exclusive purpose of enforcing a judgment by a court in the jurisdictions referred to in the preceding sentence.

8.18 Confidentiality. The Buyer (up to the Closing, or after the date of this Agreement if the Closing does not take place) will maintain in confidence all proprietary information concerning the Seller, the Business and the Acquired Assets disclosed by the Seller or any agent of the Seller in connection with this Agreement, and shall use the same degree of care as used in the protection of its own confidential information to prevent disclosure thereof to third parties without the prior written consent of the Seller. In the event the transactions contemplated in this Agreement do not take place on or before the termination date set forth in Section 7 of this Agreement, the Buyer will return to the Seller all documents obtain by the Buyer from the Seller or any agents of the Seller and containing nonpublic information concerning the Seller, the Business of the Acquired Assets and shall destroy or cause to be destroyed any copies thereof made for the Buyer or any of the Buyer's respective agents or employees. Notwithstanding the foregoing, to the extent that such information: (i) was at the time of disclosure, or thereafter becomes, generally available to the public, other than by breach of this provision; (ii) was in the Buyer's possession prior to disclosure by the Seller or any agent of the Seller; (iii) after such disclosure is acquired in good faith from a third party, who did not obtain it directly or indirectly from the Seller or any agent of the Seller unlawfully such confidential information may be disclosed, if and only to the extent legally required, in response to legal process or applicable governmental regulations, provided that the Seller are first notified of any obligation to disclose such confidential information and the party so obligated fully cooperates with the Seller in taking such measures as shall be appropriate, and to the extent and in the manner permissible under applicable law, to protect the confidentiality of such information.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

DKW Law Group, PC, Seller

By: Sherry A. Gibb

Name: SHERRY A GIBB

Title: Executive Director

DKW Law Group, LLC, Buyer

By: W. A. Keevican, Jr.

Name: W. A. KEEVICAN, Jr

Title: MANAGING DIRECTOR

**Schedule 1.1.1
to
Asset Purchase Agreement**

REDACT

**Schedule 1.1.2
to
Asset Purchase Agreement**

List of Excluded Assets

Original artwork designated by the Chairman of the Official Committee of Unsecured Creditors

**Schedule 1.3
to
Asset Purchase Agreement**

REDACT

**Schedule 1.4
to
Asset Purchase Agreement**

REDACT

**Schedule 2.1
to
Asset Purchase Agreement**

REDACT

**Schedule 2.3
to
Asset Purchase Agreement**

REDACT

**Schedule 2.4
to
Asset Purchase Agreement**

REDACT

**Schedule 2.5
to
Asset Purchase Agreement**

REDACT

**Schedule 5.3
to
Asset Purchase Agreement**

REDACT