

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lavallee & Ide, Inc.		07/22/2004	CORPORATION: VERMONT
RECEIVING PARTY DATA			
Name:	St. Croix Development Corporation		
Street Address:	8405 N.W. 66th Street		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33166		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	432267	L & I	
Registration Number:	703206	LCR	
Registration Number:	935663	COBALT-PLUS	
Registration Number:	1033674	REAM-TEAM	
CORRESPONDENCE DATA			
Fax Number:	(860)286-0115		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(860) 286-2929		
Email:	TM@cantorcolburn.com		
Correspondent Name:	George A. Pelletier, Jr.		
Address Line 1:	55 Griffin Road South		
Address Line 2:	Cantor Colburn LLP		
Address Line 4:	Bloomfield, CONNECTICUT 06002		
ATTORNEY DOCKET NUMBER:	RPD-0000		
NAME OF SUBMITTER:	George A. Pelletier, Jr.		

CH \$115.00 432267

Signature:	/gapjr/
Date:	02/15/2006
Total Attachments: 5 source=AssetPurchaseAssignment#page1.tif source=AssetPurchaseAssignment#page2.tif source=AssetPurchaseAssignment#page3.tif source=AssetPurchaseAssignment#page4.tif source=AssetPurchaseAssignment#page5.tif	

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement, dated as of the 22 day of July, 2004 (hereinafter "Agreement"), is made by and among Lavallee & Ide, Inc., a corporation organized under the laws of the State of Vermont, and having a place of business located at 110 West Canal Street, Winooski, Vermont (hereinafter "Seller"), St. Croix Development Corporation, a corporation organized under the laws of the State of Florida, and having a principal place of business located at 8405 N.W. 66th Street, Miami, Florida (hereinafter "Purchaser"), and Hyman Ash, an individual having a place of business at 4202 N.W. 72nd Avenue, Miami, Florida (hereinafter "Ash").

RECITALS:

WHEREAS, the Seller is the owner of certain assets described on the Schedule of Assets to be Sold attached hereto as Exhibit "A" (hereinafter "Assets"); and

WHEREAS, Purchaser desires to purchase Seller's right, title and interest in the Assets, and Seller is willing to sell to Purchaser the Assets, pursuant to the terms and conditions described herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Sale and Transfer.

1.1 Transfer of Assets. At the Closing (as defined below), and subject to the satisfaction of conditions as described herein, Seller shall transfer to Purchaser by Seller's Bill of Sale all of the Assets (hereinafter "Transfer"). The parties acknowledge that the Assets subject to said Transfer shall be only those items as described on the attached Exhibit "A", and do not include any other property of Seller, including, but not limited to, those items described on the attached Exhibit "B".

1.2 No Warranties as to Merchantability, Fitness for a Particular Purpose, Condition, Location. THE TRANSFER OF THE ASSETS SHALL BE MADE "IN PLACE", "AS IS", AND "WHERE IS", WITH ALL FAULTS, AND WITHOUT ANY IMPLIED OR EXPRESS WARRANTIES AND/OR ANY REPRESENTATIONS AS TO CONDITION, USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER SHALL ACCEPT THE ASSETS "IN PLACE" AND "AS IS" AND "WHERE IS" AT THE TIME OF DELIVERY OF THE BILL OF SALE.

Section 2. Closing and Control of Assets.

2.1 Closing Date and Time. Subject to the satisfaction of all the conditions and requirements under this Agreement, the closing of the transaction contemplated by this Agreement (the "Closing") shall take place at 10:00 a.m. on July 13, 2004, at the offices of

attorneys pending the Closing, so as to facilitate the recording of the Mortgage at the appropriate governmental offices or registry in Florida by counsel that Seller will retain in Florida for that purpose simultaneous with the Closing.

3.1.5 Security Interest. The Purchaser's obligations under the Note shall be secured by a first priority security interest in the Assets in accordance with a Security Agreement in substantially the form as indicated on the attached Exhibit "F" (hereinafter "Security Agreement"). The security interest granted by the Security Agreement shall be perfected by the filing of a UCC-1 Form (hereinafter "UCC Form") in the office of the Secretary of the State of Florida and/or any other appropriate governmental office. The Purchaser hereby authorizes the Seller to record the UCC Form and any other UCC-related forms in any appropriate governmental offices immediately upon the execution of this Agreement, so that upon attachment of the security interest through the execution of the Security Agreement, the security interest shall be immediately perfected.

3.2 Title Examination. Seller shall be entitled to perform a title examination of the Miami Properties and a lien search on the Purchaser to confirm that the Mortgage to be delivered pursuant to Section 3.1.4 and the Security Agreement to be delivered pursuant to Section 3.1.5 will be first priority liens other than those listed Scheduled liens, if any. In the event that said examinations reveal the existence of other liens on the Miami Properties or against the Purchaser, the Purchaser shall be obliged to arrange for the satisfaction or subordination of said other liens, including real estate taxes and other municipal and governmental charges, prior to the Closing so that the Mortgage and Security Agreement will be first priority liens. The expense of performing the above described title examination and lien search will be shared equally by the parties.

3.3 Satisfaction of Liens on Assets. The Seller shall be entitled to use part or all of the Initial Deposit or cash payment at Closing to satisfy any liens or encumbrances on the Assets.

3.4 Closing Costs. The parties shall share the expense equally for all fees, expenses, and taxes associated with the recording of the Mortgage and the UCC Form, as well as obtaining mortgagees' title insurance for the Mortgage. Each party will bear their own attorneys' fees.

Section 4. Representations, Warranties and Covenants of Seller and Purchaser.

4.1 Binding Agreement. This Agreement and the Non-Competition Agreement which is attached hereto and made a part hereof and marked as Exhibit "G" (the "Non-Competition Agreement") have been duly executed and delivered by Seller, are deliverable by Seller, are valid and binding obligations of Seller, and are enforceable against Seller in accordance with their terms.

4.2 No Consents or Approvals Required. No filing with or consent or approval of any third party is required or necessary to effect the transfer or assignment of the Assets of Seller to be transferred or assigned to Purchaser under this Agreement. There is no lease,

mortgage, agreement, instrument or other restriction of any kind or character, nor any order, judgment or decree binding upon Seller or Purchaser or to which any of the Assets is subject, which would be breached by or would prevent the consummation of the sale of the Assets by Seller to Purchaser pursuant to this Agreement and the transaction contemplated by this Agreement.

4.3. Title of Assets. Seller will transfer to Purchaser valid and good title to all of the Assets, free and clear of all charges, liens, commitments, claims, restrictions, leases or encumbrances of every kind and nature.

4.4. No Violations. Neither Seller nor Purchaser has received any notice and neither has any knowledge or reason to know of any violations of any laws, regulations or ordinances relating to the sale of the Assets as contemplated hereby.

4.5. Liabilities. Seller does not have and will not have after the date of this Agreement any debts, liabilities or obligations of any nature, whether accrued, absolute, contingent or otherwise (including those imposed by operation of law), for which Purchaser may become liable as a result of the transactions contemplated by this Agreement, other than those that may be separately agreed to by the parties.

4.6. Litigation. There are no litigation proceedings or governmental investigations pending or known by Seller or Purchaser to be threatened against Seller or Purchaser or their businesses or properties, or any facts which, to the knowledge of the other party to this Agreement, materially adversely affect, or which Seller has reason to believe may be in the future materially adversely affect, the use or operation of the Assets .

4.7. No Misleading Statements. No representation, warranty or statement of either Seller or Purchaser set forth in this Agreement or any Schedule to this Agreement contains or will contain any untrue statements of a material fact.

4.8. Authority to Enter into Agreement. Purchaser and Seller represent and warrant that they have the full authority to enter into and complete this Agreement, and that there are no orders or restrictions that would prevent them from doing so. Purchaser represents and warrants that it has performed due diligence regarding the purchase of the Assets, and that it does not rely on any statements or representations of Seller other than as specifically described herein.

4.9. Ash. Ash represents and warrants that he has the full authority to enter into and complete this Agreement and that there are no orders or restrictions that would prevent him from doing so.

Section 5. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and each party hereby consents to the jurisdiction of the state and federal courts located in Florida with respect to any issues or controversies arising under this Agreement.

Section 6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Facsimile and scanned signatures of this Agreement transmitted electronically shall be deemed to have the same force and effect as original signatures.

Section 7. Headings. The headings of the sections of this Agreement are for convenience of reference only and are not to be considered in construing the terms and provisions of this Agreement.

Section 8. Exhibits. The Exhibits attached to this Agreement form an integral part of this Agreement, and the parties acknowledge that they have reviewed them and that they are accurate.

Section 9. Ratification of Recitals. The recitals to this Agreement (the "Recitals") are incorporated herein and a part hereof, and the parties to this Agreement hereby acknowledge the representations made in Recitals.

Section 10. Entire Agreement. This Agreement constitutes the entire understanding of the parties relating to the subject matter hereof, and no modification of this Agreement shall be effective unless in writing and signed by the parties.

Section 11. Survival of Agreement. This Agreement shall survive the Closing.

[END OF TEXT. SIGNATURE PAGE FOLLOWS.]

