

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Newslite, L.L.C.		09/27/2002	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Global Edge, Inc.		
Street Address:	263 Tresser Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901-3236		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1596360	PERSPECTIVE	
Registration Number:	1596361	CLINICAL PERSPECTIVES	
CORRESPONDENCE DATA			
Fax Number:	(973)639-6249		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-596-4500		
Email:	ipdocket@gibbonslaw.com		
Correspondent Name:	Gibbons P.C.		
Address Line 1:	One Gateway Center		
Address Line 2:	IP Docket Administrator		
Address Line 4:	Newark, NEW JERSEY 07102-5310		
ATTORNEY DOCKET NUMBER:	104099-60591		
NAME OF SUBMITTER:	Arthur Briggs		
Signature:	/abriggs/		

CH \$65.00 1596360

Date:

08/10/2007

Total Attachments: 30

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**PURCHASE AND ASSIGNMENT AGREEMENT
AND
BILL OF SALE**

THIS PURCHASE AND ASSIGNMENT AGREEMENT AND BILL OF SALE (this "Agreement") is made as of the 27 th day of September, 2002, by and between **GLOBAL NEWSLINE, LLC**, a Delaware limited liability company ("Seller") with an address of 75 Montgomery Street, Jersey City, New Jersey 07302, and **GLOBAL EDGE, INC.**, a Delaware corporation with an address of 263 Tresser Boulevard, Stamford, Connecticut ("Buyer"),

RECITALS:

WHEREAS, the Seller has been conducting business under the name "Global Newsline" (the "Name");

WHEREAS, the Seller's rights to use the Name are in full force and effect as of the date hereof;

WHEREAS, the Buyer desires to purchase from the Seller and the Seller desires to sell and transfer to the Buyer, the Name and certain other trademarks, copyrights and other assets used by the Seller in its business (the "Transaction");

WHEREAS, in connection with the Transaction, each of Tom McCarren ("McCarren"), Doug Snelson ("Snelson") and Mary Lou Campanella ("Campanella") will enter into employment agreements with the Buyer (the "Employment Agreements"); and

WHEREAS, in connection with the Transaction, Allan Avery ("Avery") (hereinafter, Avery, McCarren, Snelson and Campanella may each be referred to as a "Principal" and collectively as the "Principals") will enter into a Confidentiality, Non-Solicitation and Conflicts of Interest Agreement with the Buyer (the "Confidentiality Agreement", and together with the Employment Agreements, the "Principals' Agreements").

NOW, THEREFORE, for the consideration set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
PURCHASE OF ASSETS; ASSUMPTION OF LIABILITIES**

1.1 Purchase of Assets. Subject to the terms and conditions set forth in this Agreement, and in consideration of the payment of the Purchase Price (as defined in Section 2.1 hereof), the Seller, by this Agreement, does hereby convey, grant, bargain, sell, transfer, set over, assign, release and deliver unto the Buyer, TO HAVE AND TO HOLD, its successors and assigns forever, all the right, title and interest of Seller in and to the following assets of the Seller, all of which are sometimes collectively referred to in this Agreement as the "Purchased Assets":

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1.1.1 Fixed Assets. The property, equipment, furniture, fixtures, supplies, appliances, computer hardware and software (subject to any restrictions by the licensor on the assignment thereof), fixed assets and other tangible personal property, whether owned by or leased by the Seller prior to the Closing Date, that are listed, described and otherwise referred to on Schedule 1.1.1, which is attached hereto and made a part hereof (collectively, the "Fixed Assets").

1.1.2 Name and Other Intangibles. All right, title and interest of the Seller in and to the Name and all variations thereof, the goodwill related thereto and all trademarks, service marks, fictitious names, copyrights, patents, and other proprietary rights used in or relating to the Seller's business, all as more particularly listed on Schedule 1.1.2 (collectively, the "Intangibles").

1.1.3 Fixed Asset Leases. The Fixed Assets subject to leases as more particularly described Schedule 1.1.3 hereto (the "Fixed Asset Leases"), copies of which have been delivered to Buyer.

1.1.4 Books and Records. All papers, computerized databases and records currently in the Seller's care, custody or control relating to any or all of the above described Purchased Assets.

1.2 Assets Purchased Free of Liens. All of the Purchased Assets are hereby sold, assigned, transferred, conveyed and delivered to Buyer free and clear of all liens, encumbrances or claims, except for liens securing the Fixed Asset Leases.

1.3 Excluded Assets. It is expressly agreed and understood that the Buyer is purchasing from Seller and the Seller is selling to the Buyer the Purchased Assets only. All assets not constituting Purchased Assets are specifically excluded from the assets being purchased by the Buyer under this Agreement and are collectively referred to as the "Excluded Assets", including:

1.3.1 Cash. All cash, bank balances, money in possession of banks and other depositories, including security deposits held by or for the account of the Seller.

1.3.2 Accounts Receivable. All of the Seller's accounts receivable outstanding on the Closing Date arising from the bona fide sales and deliveries of products, performance of services or other transactions in the ordinary course of the Seller's business prior to the Closing Date other than the Completion Billing Receivables (as such term is defined in Section 1.4.1 hereof).

1.3.3 Prepaid Expenses. All transferable prepayments, contractual deposits, claims and other prepaid expenses of the Seller.

1.4 Assumption of Liabilities.

1.4.1 Customer Commitments. It is expressly agreed and understood that, as of the Closing Date, the Buyer shall assume and shall be responsible for the delivery, performance of, and the payment of expenses associated with, those programs, products and/or services to be delivered or performed after the Closing Date in connection with those projects and commitments of the Seller specifically identified on Schedule 1.4.1(a) (the "Customer Commitments"); provided, however, that the Buyer shall only be responsible for delivering and performing programs, products and/or services under the Customer Commitments up to a sales amount not to exceed \$606,500.00 (as reflected on Schedule 1.4.1). In the event that the Buyer is obligated to deliver or perform programs, products and/or services under the Customer Commitments in excess of \$606,500.00, the Principals shall reimburse the Buyer for the additional costs and expenses relating to the delivery or performance of such programs, products and/or services under the Customer Commitments relating to such additional sales in excess of the \$606,500.00 set forth on Schedule 1.4.1(a). It is further agreed and understood that by assuming responsibility for the delivery, performance and expenses of, and relating to, those Customer Commitments specifically identified on Schedule 1.4.1(b) (the "Completion Billing Customer Commitments"), the Buyer shall have the right to bill and collect \$221,000 to become due under such Completion Billing Customer Commitments for its benefit upon the full delivery of products and completion of services relating to such Completion Billing Customer Commitments (the "Completion Billing Receivables"). It is further agreed, acknowledged and understood that, any commitments of the Seller to deliver any programs, products or services that are not identified on Schedule 1.4.1(a) entered into by the Seller between August 21, 2002 and the Closing Date (the "Undisclosed Commitments"), shall be deemed to have been entered into by the Seller for the benefit of the Buyer. The Seller agrees that it shall not bill the purchaser of such programs, products and/or services or recognize any revenue relating thereto. It is further expressly agreed and understood that the Buyer shall assume responsibility for the delivery and performance of such Undisclosed Commitments and that the Buyer shall have the right to bill and collect payments with respect to such Undisclosed Commitments for its own benefit.

1.4.2 Fixed Asset Leases. As of the Closing Date, the Buyer shall assume and perform when due those obligations of the Seller to be performed after the Closing under the Fixed Asset Leases.

1.4.3 Excluded Liabilities. It is expressly agreed and understood that the Buyer does not assume, agree to pay, perform, discharge or indemnify the Seller against, or otherwise have any responsibility for, any liabilities and obligations of the Seller, of any kind, character or nature whatsoever, whether known or unknown, accrued, absolute, contingent, liquidated, and whether arising or to be performed prior to, on or after the date hereof other than (i) liabilities relating to the Customer Commitments and Undisclosed Commitments, and (ii) liabilities relating to the Fixed Asset Leases.

ARTICLE II
PURCHASE PRICE

2.1 **Purchase Price.** The purchase price for the Purchased Assets being conveyed hereby is Two Hundred Sixty Thousand (\$260,000.00) Dollars (the "Purchase Price").

2.2 **Manner of Payment of the Purchase Price.** The Purchase Price is being paid by the Buyer to or on behalf of the Seller in the following manner:

(a) To the extent that the Seller has not satisfied, in full, all amounts due and owing Seller to Valley National Bank (the "Bank") on the Closing Date, the Seller shall direct the Buyer to remit such an amount of the Purchase Price to Bank on the Seller's behalf to satisfy all such amounts due and owing.

(b) Any portion of the Purchase Price not otherwise remitted by Buyer to the Bank on behalf of the Seller shall be paid to the Seller via a certified check or wire transfer to an account designated by the Seller unless directed otherwise by Seller in writing.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller and each of the Principals, jointly and severally, represents and warrants to Buyer that:

3.1 **Ownership of the Purchased Assets.** Except as disclosed on Schedule 3.1, Seller owns and has free and marketable title to the Purchased Assets free and clear of all liens, encumbrances, and claims of any kind.

3.2 **Organization, Good Standing and Qualification.** Seller is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware and that Seller has all requisite power and authority to carry on its business as it is now being conducted and to own, lease, and operate its properties where such properties and assets are now owned, leased or operated. The Seller is duly qualified or licensed to do business as a foreign limited liability company in the State of New Jersey and in all other jurisdictions where the failure to so qualify will have a material adverse effect upon the Purchased Assets or the Buyer's power and authority to conduct business with the Purchased Assets or to operate or own the Purchased Assets as they are now owned, leased or operated.

3.3 **Authorization.** This Agreement constitutes a valid, legal and binding agreement of the Seller, enforceable against the Seller in accordance with its terms. The Seller has the absolute and unrestricted right, power, authority and capacity to execute and deliver this Agreement and to carry out the transactions contemplated hereby. The execution and delivery of this Agreement has been duly authorized by the Seller and its members as required by law and by the Limited Liability Company Agreement of the Seller and no further act or proceeding on

the part of the Seller or its members is necessary to authorize the execution of this Agreement or the transactions or actions contemplated hereby.

3.4 No Violation. Except as provided in the Fixed Asset Leases, neither the execution and delivery of this Agreement, nor the consummation of the transaction contemplated hereby (i) will violate any statute, law, rule, regulation, order, writ, injunction, of any court or governmental authority applicable to the Seller, (ii) will require any authorization, consent, approval, exemption, or other action by, or filing with or notice to, any court, governmental authority, or third person, or (iii) will violate, conflict with, or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, or will result in the termination of, or accelerate the performance required by, or result in or allow the creation of any lien, security interest, charge or encumbrance upon any of the Purchased Assets, under any term or provision of (A) the Certificate of Formation or Limited Liability Agreement of the Seller or (B) any material contract, commitment, understanding, arrangement, agreement or restriction of any kind or character to which the Seller is a party, or by which the Seller or any of the Purchased Assets are bound.

3.5 Condition of Purchased Assets. All of the Purchased Assets are structurally sound and are in good operating condition and repair, ordinary wear and tear excepted, and are suitable for the purposes for which they are presently being used.

3.6 Compliance with Laws. The Seller is, and at all times has been in compliance with all applicable federal, state or local statutes, laws, ordinances, rules and regulations affecting the Purchased Assets or the business of the Seller except for such noncompliance that does not have a material adverse affect on the Purchased Assets or the business of the Seller.

3.7 Litigation. To the knowledge of the Seller or any of the Principals, there is no, informal or formal complaint, suit, action, arbitration or legal, administrative or other proceeding, or governmental investigation, pending or threatened against or affecting the Seller or the Purchased Assets.

3.8 Tradenames, Trademarks, and Copyrights. Schedule 3.8 contains a true and complete list of all tradenames, trademarks, service marks, copyrights, brand names used in connection with the business of the Seller. The Seller has the right and authority to use such tradenames, trademarks, service marks and brandnames in connection with the conduct of its business and such use does not and will not conflict with, infringe or violate the rights of any other person.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller that:

4.1 Organization, Good Standing and Qualification. The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and that Buyer has all requisite corporate power and authority to carry on its business as it is now being

conducted and to own, lease, and operate its properties where such properties and assets are now owned, leased or operated. The Buyer is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties.

4.2 Capitalization and Voting Rights.

(a) The authorized capital of the Company consists, or will consist immediately prior to the Closing, of:

(i) **Preferred Stock.** Ten Million (10,000,000) shares of Preferred Stock (the "Preferred Stock") with a par value of \$0.001 per share, of which Four Thousand Five Hundred Forty (4,540) shares have been designated Series A Preferred Stock (the "Series A Preferred Stock"), all of which are issued and outstanding; of which Three Thousand Thirty-One (3,031) shares have been designated Series B Preferred Stock (the "Series B Preferred Stock"), all of which are issued and outstanding; and of which Nine Million (9,000,000) shares have been designated Series C Preferred Stock, and 8,355,896 of which are issued and outstanding. The rights, privileges and preferences of the Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock will be as stated in the Buyer's Amended and Restated Certificate of Incorporation in the form attached hereto as Exhibit A (the "Restated Certificate").

(ii) **Common Stock.** Twenty Million (20,000,000) shares of common stock ("Common Stock") with a par value of \$0.001 per share, of which 4,270 shares are issued and outstanding.

(iii) The outstanding shares of Common Stock are, and when issued, the shares of Common Stock to be issued to the Principals under the Principals' Agreement will be, all duly and validly authorized and issued, fully paid and nonassessable, and were and will be issued in accordance with valid exemptions from the registration or qualification provisions of the Securities Act of 1933, as amended (the "Act"), and any relevant state securities laws and are and will be free of restrictions on transfer other than restrictions on transfer under the Recapitalization Agreements (as defined in Section 4.2(b) hereof) and under applicable state and federal securities laws.

(b) Except for (i) the conversion privileges of the Series A Preferred Stock, Series B Preferred Stock, and Series C Preferred Stock, (ii) the rights provided in the Amended and Restated Investors' Rights Agreement in substantially the form attached hereto as Exhibit B, and the Amended and Restated Voting Agreement in substantially the form attached hereto as Exhibit C (the "Voting Agreement"), each dated as of September 26, 2002 (collectively, "Recapitalization Agreements"), (iii) outstanding options to purchase shares of the Company's Common Stock issued pursuant to the 2000 Stock Option/Stock Issuance Plan, and (iv) outstanding warrants to purchase shares of the Company's Series C Preferred Stock, there are not outstanding any options, warrants, rights (including conversion or preemptive rights) or agreements for the purchase or acquisition from the Company of any shares of its capital stock. Except for the Voting Agreement, the Company is not a party or subject to any agreement or understanding, and, to the best of the Company's knowledge, there is no agreement or

understanding between any persons and/or entities, which affects or relates to the voting or giving of written consents with respect to any security or by a director of the Company.

4.3 Subsidiaries. The Company does not presently own or control, directly or indirectly, any interest in any other corporation, association, or other business entity. The Company is not a participant in any joint venture, partnership, or similar arrangement.

4.4 Authorization. This Agreement constitutes a valid, legal and binding agreement of the Buyer, enforceable against the Buyer in accordance with its terms. The Buyer has the absolute and unrestricted right, power, authority and capacity to execute and deliver this Agreement and to carry out the transactions contemplated hereby. The execution and delivery of this Agreement has been duly authorized by all corporate action of the Buyer as required by law and no further act or proceeding on the part of the Buyer is necessary to authorize the execution of this Agreement or the transactions or actions contemplated hereby.

4.5 No Violation. Neither the execution and delivery of this Agreement, nor the consummation of the transaction contemplated hereby (i) will violate any statute, law, rule, regulation, order, writ, injunction, of any court or governmental authority applicable to the Buyer, (ii) will require any authorization, consent, approval, exemption, or other action by, or filing with or notice to, any court, governmental authority, or third person, or (iii) will violate, conflict with, or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, or will result in the termination of, or accelerate the performance required by, or result in or allow the creation of any lien, security interest, charge or encumbrance upon any of Buyer's assets, under any term or provision of (A) the Certificate of Incorporation of By-Laws of the Buyer or (B) any material contract, commitment, understanding, arrangement, agreement or restriction of any kind or character to which the Buyer is a party, or by which the Seller or any of the Purchased Assets are bound.

4.6 Governmental Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority on the part of the Company is required in connection with the consummation of the transactions contemplated by this Agreement, except for such filings in connection with the issuance of shares of Common Stock under the Principals' Agreements as are required pursuant to applicable federal and state securities laws and blue sky laws, which filings will be effected within the required statutory periods.

4.7 Compliance with Laws. The Buyer is, and at all times has been in compliance with all applicable federal, state or local statutes, laws, ordinances, rules and regulations affecting the business of the Buyer except for such noncompliance that does not have a material adverse affect on the business of the Buyer.

4.7 Litigation. There is no action, suit, proceeding or investigation pending or currently threatened against the Company that questions the validity of this Agreement or the Ancillary Agreements, or the right of the Company to enter into such agreements, or to consummate the transactions contemplated hereby or thereby, or that might result, either individually or in the aggregate, in any material adverse changes in the assets, condition, affairs

or prospects of the Company, financially or otherwise, or any change in the current equity ownership of the Company. The foregoing includes, without limitation, actions, suits, proceedings or investigations pending or threatened involving the prior employment of any of the Company's employees, their use in connection with the Company's business of any information or techniques allegedly proprietary to any of their former employers, or their obligations under any agreements with prior employers. The Company is not a party or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality. There is no action, suit, proceeding or investigation by the Company currently pending or that the Company intends to initiate.

4.8 Financial Information. To the Buyer's Knowledge, the Buyer's unaudited financial statements (balance sheet and statement of operations) for the fiscal year ended December 31, 2001 and for the six month period ended June 30, 2002 delivered to the Seller prior to the Closing is accurate and complete and fairly present the Buyer's financial condition and the results of its operations at the date thereof and for the periods then ended. For purposes of this Section 4.8 and Section 4.9, the Buyer shall be deemed to have "Knowledge" of a particular or other matter if any individual who is serving as an officer of the Buyer is actually aware of such fact or other matter.

4.9 Full Disclosure. To the Buyer's Knowledge, none of the representations or warranties made by the Buyer in this Agreement, contains any untrue statement of a material fact, or omits any material fact the omission of which would make the statements made misleading in light of the circumstances under which they are made. To the Buyer's Knowledge, there is no fact that materially adversely affects, or in the future may materially adversely affect, the business of the Buyer that has not been set forth herein or heretofore communicated to the Seller. The Buyer has provided the Seller and the Principals with all of the information that the Seller and the Principals have requested for deciding whether to enter into this Agreement, including, without limitation: (i) the Buyer's Amended and Restated Certificate of Incorporation and Bylaws, (ii) transaction documents executed in connection with the Buyer's issuance of the Series B Preferred Stock, (iii) certain transaction documents to be executed in connection with the Buyer's issuance of the Series C Preferred Stock in exchange for the cancellation of certain outstanding indebtedness, (iv) certain transaction documents to be executed with Comerica Bank - California in connection with a certain Loan and Security Agreement and (v) a certain memorandum to the stockholders of the Buyer regarding the recapitalization of the Buyer's capital stock, including the exhibits referred therein and the agreements to be executed pursuant thereto.

ARTICLE V

COVENANTS AND OTHER AGREEMENTS OF THE PARTIES

5.1 Change of Name. The Seller hereby covenants and agrees that it will take all requisite steps to change its name to one that is not similar to the Name, and all variations thereof, within ten (10) days after the Closing Date.

5.2 Payment of Rent Expenses. The Buyer hereby covenants and agrees that, for a period beginning on the Closing Date and ending on the date that the Seller has relocated into alternative office space, the Buyer will, on a monthly basis, make cash payments to the Seller in an amount equal to the monthly rent due under that certain lease dated November 1, 1999, as amended effective January 10, 2000, by and between the Seller, as Tenant and 75 Montgomery Associates, L.L.C., as Landlord, relating to office space located at 75 Montgomery Street, Jersey City, New Jersey (the "Lease"), which cash payments shall be used by the Seller to pay the monthly rent due under the Lease; provided, however, that in no event shall the Buyer be obligated to make, with respect to any month, any such payments to the Seller in excess of Three Thousand Five Hundred (\$3,500.00) Dollars. The Buyer, the Seller and the Principals hereby agree that, upon the relocation of the Seller to such alternative office, the Buyer will make cash payments to the Seller on a monthly basis in an amount equal to fifty (50%) percent of the excess of monthly rent due under the Lease over any rent received by the Seller from its subtenants, if any; provided, however, that in no event shall the Buyer be obligated to make, with respect to any month, any such payments to the Seller in excess of One Thousand Seven Hundred Fifty (\$1,750.00) Dollars. Seller shall use such payments to pay any amounts due under the Lease. The Buyer hereby agrees that it will reimburse the Seller for all reasonable broker's fees incurred by the Seller in obtaining a third party tenant. The Buyer and the Seller hereby expressly acknowledge and agree that the Buyer is not assuming the Lease or any of the Seller's liabilities or obligations thereunder. The Buyer and the Seller hereby expressly acknowledge and agree that agreement of the parties set forth in this Section 5.2 shall not be deemed to create a landlord/tenant relationship between the Buyer and the Seller or the Buyer and the Landlord. The Seller and the Principals, jointly and severally, hereby covenant and agree that they will indemnify the Buyer and hold the Buyer harmless from and against any loss, liability damage or expense relating to, resulting from or arising out of the Lease.

5.3 Payment of Payroll Taxes Payable. The Seller and the Principals hereby covenant and agree that, at or prior to the Closing, it and they shall take, or shall cause to be taken, all actions necessary to pay or otherwise satisfy the Seller's liabilities outstanding on the Closing Date relating to, resulting from or arising out of the Seller's obligations for payroll taxes ("Payroll Taxes Payable").

5.4 Employee Benefit Plan Contributions. The Seller and the Principals hereby covenant and agree that, at or prior to the Closing, it and they shall take, or shall cause to be taken, all actions necessary to pay or otherwise satisfy the Seller's liabilities outstanding on the Closing Date relating to, resulting from or arising out of Seller's obligations for payments or contributions under the Seller's employee benefit plans ("Employee Benefit Plan Contributions").

5.5 Winding Up and Dissolution of Seller. The Seller and the Principals hereby covenant and agree that the Seller and the Principals shall take all necessary action to dissolve the Seller and to wind up the affairs of the Seller in accordance with the Delaware Limited Liability Company Act, including without limitation the winding up of the Seller's affairs, distributing the Seller's assets pursuant to Sections 18-803 and 18-804 of the Delaware Limited Liability Company Act and the Seller's Limited Liability Company Agreement. The Principals further covenant and agree that, upon the completion of the dissolution of the Seller and the

winding up of its affairs, the Principals will cause the Seller to file a Certificate of Cancellation with the Delaware Secretary of State. The Principals further covenant and agree to use their best efforts during the dissolution and winding up of the affairs of the Seller to preserve and maintain for the benefit of the Buyer the Seller's current relationships and goodwill with customers, suppliers, vendors and others having business relationships with the Seller.

5.6 Sales Tax, Bulk Sale Notification and Escrow.

5.6.1 Sales Tax. The Seller, the Principals and the Buyer hereby acknowledge and agree that they intend the transactions contemplated hereby to be treated to the broadest extent possible as either an exempt casual or isolated sale (or similar exempt transaction). Notwithstanding the foregoing, however, the Seller or the Principals shall pay all sales, use, excise, gross receipts and transfer taxes, if any, arising out of the transfer of the Purchased Assets. The Seller or the Principals shall pay all or any state, local or federal income taxes arising from the transfer of the Purchased Assets or related to any period prior to the Closing Date.

5.6.2 Bulk Sale Notification and Escrow. The Seller acknowledges that it is aware of the obligations imposed on the Buyer under New Jersey law to provide ten (10) days written notice to the Bulk Sales Section of the New Jersey Division of Taxation (the "Division of Taxation") of the contemplated sale and the Buyer's compliance therewith. The Seller acknowledges that the Buyer has received a letter of direction from the Division of Taxation in reply to its notification instructing the Buyer to hold Five Thousand (\$5,000.00) Dollars of the Purchase Price in escrow for purposes of satisfying contingent tax liabilities of the Seller. Therefore, the Seller hereby agrees and understands that the sum of Five Thousand (\$5,000.00) shall be held in escrow (the "Escrow Funds") by Gibbons, Del Deo, Dolan, Griffinger and Vecchione, P.C. (the "Escrow Agent") until such time as the Escrow Agent shall receive a written notice (a "Notice") executed by an authorized officer or member of each of the Buyer and Seller, instructing the Escrow Agent to disburse all or a portion of the Escrow Funds to the Division of Taxation as determined by and in accordance with a notice from the Division of Taxation. The Buyer agrees that, upon receipt by the Buyer of a tax clearance letter from the Division of Taxation certifying as to the satisfaction of the Seller's unpaid tax liabilities, the Buyer shall execute a Notice (to be countersigned by the Seller) instructing the Escrow Agent to disburse the remaining Escrow Funds to the Seller.

ARTICLE VI
CLOSING

6.1 Closing. The closing of the purchase and sale of the Purchased Assets by the Seller to the Buyer (the "Closing") shall take place upon and on the date of the execution of this Agreement, which shall be on or before September 27, 2002. (the "Closing Date"). All proceedings to take place on the Closing Date shall be deemed to take place simultaneously and no delivery shall be deemed to have been made until all such proceedings have been completed.

6.2 Closing Deliveries.

6.2.1 Payment of Purchase Price. At the Closing, the Buyer shall pay the Purchase Price in accordance with Section 2.2 hereof.

6.2.2 Principals' Agreements. At the Closing, simultaneously with the execution of this Agreement and as a condition precedent to the Buyer's obligations hereunder, each of the Principals shall execute such party's respective Principals' Agreement in the form mutually agreed to by the parties.

6.2.3. Releases of Encumbrances. At the Closing, the Seller shall deliver UCC-3 termination statements or other evidence satisfactory to the Buyer of the release of all liens, claims, or encumbrances on the Purchased Assets, including, but not limited to the lien held by the Bank.

6.2.4. Payment of Payroll Taxes Payable. At the Closing, and as a condition precedent to the Buyer's obligations hereunder, the Seller shall provide the Buyer with evidence satisfactory to the Buyer that all Payroll Taxes Payable have been paid or otherwise satisfied.

6.2.5 Payment of Employee Benefit Plan Contributions. At the Closing, and as a condition to the Buyer's obligations hereunder, the Seller shall provide the Buyer with evidence satisfactory to the Buyer that all Employee Benefit Plan Contributions have been paid or otherwise satisfied.

6.3 Passage of Title at Closing. Upon the execution of this Agreement at the Closing, title to the Purchased Assets shall pass to the Buyer.

6.4. Further Assurances. The Seller and each of the Principals hereby covenant that, from time to time after the execution and delivery of this Agreement, at the Buyer's request and without further consideration, the Seller and/or the Principals shall do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, conveyances, transfers, assignments, powers of attorney and assurances as reasonably may be required more effectively to convey, transfer to and vest in the Buyer, and to put the Buyer in possession of, any of the Purchased Assets. If any person or entity claims to have legal rights to the Purchased Assets, the Seller and the Principals, jointly and severally, will defend, indemnify and hold the Buyer harmless against such claim. The Seller hereby warrants, covenants and agrees that it shall take all steps reasonably necessary to put the Buyer, its successors and assigns in actual peaceful possession and operating control of the Purchased Assets.

6.5 Power of Attorney. The Seller hereby appoints the Buyer, its successors and assigns, as the Seller's true and lawful attorney, with full power of substitution, in the Seller's name but on behalf and for the benefit of the Buyer, its successors and assigns, to demand and receive any and all of the Purchased Assets, and 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 otherwise, for the benefit of the Buyer, its successors and assigns, any and all

proceedings at law, in equity or otherwise, which the Buyer, its successors or assigns may deem proper for the collection or reduction to possession of any of the Purchased Assets or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts relating to the Purchased Assets which the Buyer, its successors or assigns shall deem desirable. The Seller hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller or by its dissolution or in any manner or for any reason whatsoever.

6.6 Assignment of Contracts, Rights and Obligations. This Agreement reflects the Seller's intent to assign all of the Purchased Assets to the Buyer on the Closing Date hereof. However, if an assignment thereof, without the consent of a third party thereto or the expiration of a notice period to a third party thereto, would constitute a breach or default thereof, cause or permit the acceleration or termination thereof or in any way materially and adversely affect the rights of the Buyer or the Seller thereunder or the right of the Buyer to use the any of the Purchased Assets in the manner and on the terms presently enjoyed by the Seller, the parties shall arrange an equitable assignment by the Seller to the Buyer of all of the Seller's right, title and interest in and to, and obligations under, such Purchased Assets. If a third-party consent is not obtained or notice period expired with respect to any such Purchased Assets as of the Closing Date hereof (i) the Seller shall cooperate with the Buyer in any reasonable arrangement designed to provide the Buyer the benefits under any such Purchased Assets, including, without limitation, compliance by the Seller on the Buyer's behalf with any such Purchased Assets and enforcement for the benefit of the Buyer of any and all rights of the Seller against a third-party thereto arising out of the breach or cancellation by such third-party or otherwise, and (ii) the Buyer shall cooperate with the Seller in any reasonable arrangement designed to protect the Seller against the obligations owed by it under such Purchased Assets. The Seller and the Buyer covenant to proceed promptly to complete and satisfy any such third-party actions as soon as possible after the Closing Date. Upon a third-party consent being obtained or sufficient notice having expired with respect to any such Purchased Assets, the Seller shall assign to the Buyer and the Buyer shall assume from the Seller, in each case effective as of the Closing Date hereof, by supplemental instrument of conveyance if requested by the Seller or the Buyer, all of the Seller's right, title and interest in and to, and obligations under, such Purchased Assets, without further payment of consideration, and the arrangements entered into between the Seller and the Buyer pursuant to the foregoing sentence with respect to such Purchased Assets shall terminate as to such Purchased Assets.

ARTICLE VII **INDEMNIFICATION**

7.1 Indemnification by the Seller. The Seller and each of the Principals, jointly and severally, covenant and agree that they will defend, indemnify and hold harmless Buyer, and each of Buyer's shareholders, officers, directors, employees (permanent or contract), agents, successors and assigns (Buyer and such persons, collectively, "Buyer's Indemnified Persons"), and shall reimburse Buyer's Indemnified Persons, for, from and against any Loss imposed on or incurred by Buyer's Indemnified Persons, directly or indirectly, relating to, resulting from or arising out of: (a) any misrepresentation or breach of warranty in any respect, whether or not Buyer's Indemnified Persons relied thereon or had knowledge thereof, or any breach or

nonfulfillment of any covenant, agreement or other obligation of Seller or the Principals under this Agreement, (b) except for liabilities under the Fixed Asset Leases arising after the Closing Date and liabilities relating to, resulting from or arising out of the Customer Commitments and Undisclosed Commitments after the Closing Date, any and all liabilities, debts, claims and obligations of the Seller arising from the conduct, ownership or operation of the Seller's business or the Purchased Assets through the Closing Date, including without limitation liabilities relating to Payroll Taxes Payable, Employee Benefit Plan Contributions, trade payables and other payables, (c) claims by third parties to have legal rights to the Purchased Assets, and (d) the dissolution and winding up of the affairs of the Seller. This indemnification obligation shall include the obligation to make advances of reasonable expenses in advance of any final disposition of any action, claim or proceeding. For purposes of this Agreement, "Loss" shall mean any loss, damage or expense (including, without limitation, reasonable attorneys' fees and costs) entitled to indemnification hereunder.

7.2 Indemnification by the Buyer. The Buyer covenants and agrees that it will defend, indemnify and hold harmless Seller, and each of Seller's members, officers, directors, employees (permanent or contract), agents, successors and assigns (Seller and such persons, collectively, "Seller's Indemnified Persons"), and shall reimburse Seller's Indemnified Persons, for, from and against any Loss imposed on or incurred by Seller's Indemnified Persons, directly or indirectly, relating to, resulting from or arising out of any misrepresentation or breach of warranty in any respect, whether or not Seller's Indemnified Persons relied thereon or had knowledge thereof, or any breach or nonfulfillment of any covenant, agreement or other obligation of Buyer under this Agreement.

7.3 Buyer's Right of Set-Off. Upon final determination by a court of competent jurisdiction that the Buyer shall be entitled to indemnification therefor under this Article VII, the Buyer may set off the amount of any Losses against amounts otherwise payable under the Principals' Agreements. The exercise of such right of set-off by the Buyer shall not constitute a breach of such Principals' Agreements. Neither the exercise of nor the failure to exercise such right of set-off shall constitute an election of remedies nor limit the Buyer in any manner in the enforcement of any other remedies that may be available to it.

7.4 Notice and Defense of Third Party Claims. If any action, claim or proceeding shall be brought or asserted under this Article VII against an indemnified party or any successor thereto (the "Indemnified Person") or otherwise in respect of which indemnity may be sought under this Article VII from an indemnifying person or any successor thereto (the "Indemnifying Person"), the Indemnified Person shall give prompt written notice of such action or claim to the Indemnifying Person who shall assume the cost of defense thereof, except that any delay or failure to so notify the Indemnifying Person shall relieve the Indemnifying Person of its obligations hereunder only to the extent, if at all, that it is prejudiced by reason of such delay or failure. The Indemnified Person, even if not named in any proceeding, shall have the right to control the selection of counsel and control the defense of the matter. In addition, the Indemnified Person shall have the right to employ separate counsel in any of the foregoing actions, claims or proceedings, but the fees and expenses of such counsel shall be at the expense of the Indemnified Person unless both the Indemnified Person and the Indemnifying Person are named as parties and the Indemnified Person shall in good faith determine that representation by

the same counsel is inappropriate, in which case the fees and expenses of the Indemnified Person's counsel shall be at the expense of the Indemnifying Person. This indemnification obligation shall include the obligation to make advances of such fees and expenses in advance of any final disposition of any action, claim or proceeding. In the event that the Indemnifying Person, within ten days after notice of any such action or claim, fails to assume the defense thereof, the Indemnified Person shall have the right to undertake the defense, compromise or settlement of such action, claim or proceeding for the account of the Indemnifying Person. Anything in this Article VII to the contrary notwithstanding, the Indemnifying Person shall not, without the Indemnified Person's prior written consent, settle or compromise any action or claim or proceeding or consent to entry of any judgment with respect to any such action or claim that requires solely the payment of money damages by the Indemnifying Person and that includes as an unconditional term thereof the release by the claimant or the plaintiff of the Indemnified Person from all liability in respect of such action, claim or proceeding. As a condition to asserting any rights under this Article VII each Buyer's Indemnified Person must appoint Buyer, and each Sellers' Indemnified Person must appoint Seller, as its sole agent for all matters relating to any claim hereunder.

7.5 Survival of Representations and Warranties. All representations, warranties, covenants and obligations in this Agreement will survive for a period of two (2) years following the Closing. The rights to indemnification or other remedy based on such representations, warranties, covenants and obligations will not be affected by any investigation conducted with respect to or any knowledge acquired at any time, whether before or after the execution and delivery of this Agreement, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or obligation.

7.6 Threshold Amount. Notwithstanding any provision of this Agreement to the contrary, Seller and Principals shall have no liability to Buyer and Buyer shall have no liability to Seller for indemnification pursuant to this Article VII unless the claim for indemnification shall exceed Twelve Thousand Five Hundred (\$12,500.00) Dollars.

7.7 Remedies. In case any one or more of the covenants and/or agreements set forth in this Agreement shall have been breached by any party hereto, the party or parties entitled to the benefit of such covenants or agreements may proceed to protect and enforce their rights either by suit in equity and/or action at law, including, but not limited to, an action for damages as a result of any such breach and/or an action for specific performance of any such covenant or agreement contained in this Agreement. The rights, powers and remedies of the parties under this Agreement are cumulative and not exclusive of any other right, power or remedy which such parties may have under any other agreement or law. No single or partial assertion or exercise of any right, power or remedy of a party hereunder shall preclude any other or further assertion or exercise thereof.

ARTICLE VIII
MISCELLANEOUS

8.1 Assignment. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns. No party may assign its or his rights and obligations hereunder without the prior written consent of the other parties.

8.2 Notices. All notices, consents or other communications required or permitted to be given under this Agreement must be in writing and will be deemed to have been duly given when (i) delivered personally, (ii) sent by telecopier (with receipt confirmed), provided that a copy is mailed by registered mail, return receipt requested, or (c) one (1) business day after being sent by a nationally recognized express courier service, postage delivery charges prepaid, to the parties at their addresses set forth in the preamble to this Agreement.

8.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to the choice of laws principles thereof.

8.4 Entire Agreement; Waiver. This Agreement, together with the Employment Agreements constitute the entire agreement between the Seller, the Buyer and the Principals with respect to the transactions contemplated hereby. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

8.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be an original hereof, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.

8.6 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

IN WITNESS WHEREOF, this Purchase and Assignment Agreement and Bill of Sale has been duly executed and delivered by the undersigned as of the date and year first above written.

SELLER:

GLOBAL NEWSLINE, LLC

By: H. Thomas McCarren

Name: H. Thomas McCarren

Title: Chairman & Chief Executive Officer

BUYER

GLOBAL EDGE, INC.

By: _____

Name: Janis Cohen

Title: President & Chief Executive Officer

PRINCIPALS

solely with respect to Article III, Sections 5.3, 5.4, 5.5, 5.6, 6.4, Article VII and Article VIII

H. Thomas McCarren

H. Thomas McCarren

Allan Avery

Doug Snelson

Mary Lou Campanella

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SELLER:

GLOBAL NEWSLINE, LLC

By: _____
Name: H. Thomas McCarron
Title: Chairman & Chief Executive Officer

BUYER

GLOBAL EDGE, INC.

By: *Janis Cohen*
Name: Janis Cohen
Title: President & Chief Executive Officer

PRINCIPALS

solely with respect to Article III, Sections 5.3, 5.4, 5.5, 5.6, 6.4, Article VII and Article VIII

H. Thomas McCarron

Allan Avery

Doug Snelson

Mary Lou Campanella

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SELLER:

GLOBAL NEWLINE, LLC

By: _____
Name: H. Thomas McCarron
Title: Chairman & Chief Executive Officer

BUYER

GLOBAL EDGE, INC.

By: _____
Name: Janis Cohen
Title: President & Chief Executive Officer

PRINCIPALS

solely with respect to Article III, Sections 5.3, 5.4, 5.5, 5.6, 6.4, Article VII and Article VIII

H. Thomas McCarron



Allan Avery

Doug Swanson

Mary Lou Campanella

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By: _____
Name: H. Thomas McCarron
Title: Chairman & Chief Executive Officer

BUYER

GLOBAL EDGE, INC.

By: _____
Name: Janis Cohen
Title: President & Chief Executive Officer

PRINCIPALS

solely with respect to Article III, Sections 5.3, 5.4, 5.5, 5.6, 6.4, Article VII and Article VIII

H. Thomas McCarron

Allan Avery



Doug Sincuba



Mary Lou Campanella

Exhibit A

Amended and Restated Certificate of Incorporation

#612585 v11
999999-00000

TRADEMARK

REEL: 003598 FRAME: 0837

Exhibit E

Amended and Restated Investor Rights Agreement

Exhibit C

Amended and Restating Voting Agreement

Schedule L.L.I.

Fixed Assets

SCHEDULE 1.1.1 • FIXED ASSETS			
GLOBAL NEWSLINE, LLC			
Telephone System (Norstar)			
Telephones (13)			
Video Equipment (edit and dubbing)			
Video Toaster			
Video Camera			
Camera Equipment			
Video Equipment Cases			
Minolta Copier			
Furniture:			
Office #1 (mlc):	Conf Table Desk		
	2 book cases		
	1 Credinza		
	1 Computer Table		
	Sm round side table		
	1 Leather Chair		
	1 Side Chair		
	Printer (NEC Super Script 870)		
Office #2 (trmc):	8' Conf Table Desk		
	1 Credanza		
	4-Drawer file		
	1 Leather couch		
	1 Leather desk chair		
	1 Leather side chair		
	Sm round side table		
	4 Lamps		
	Printer (NEC Super Script 870)		
	Printer (Epson Color printer 740)		
Office #3 (ds):	Desk		
	Sm round conf table		
	4 side chairs		

	1 Leather chair		
	3 Tall bookcases		
	Printer (NEC Super Script 870)		
SCHEDULE 1.1.1 - FIXED ASSETS			
(cont'd)			
Office #4 (mr):	L-shape Desk		
	Desk chair		
	1 Side chair		
	5-Drawer file		
	1 Side table		
	Printer (NEC Super Script 870)		
Other:	1 4-Drawer file (black)		
	1 5-Drawer file (beige)		
	3 2-Drawer files (tan)		
	2 3-Drawer files (black)		
	1 Metal desk		
	4 -12-cube bookcases		
	2 - 9-shelf bookcases		
	Network Hard Drive		
	2 Printers (NEC Super Script 870)		
	Overhead projector		
	Sm glass round table		
	2 TV's		
	Conf Table		
	Dell computer		
	HP Laserjet 8P printer		

Schedule 1.1.2

Intangibles

Registered Trademarks					
				Registration No.	Registration Date
	Clinical Perspectives			1596361	May 15, 1990
	Perspective			1596360	May 15, 1990

Schedule 1.1.3
Fixed Asset Leases

(attached)

Schedule 1.4.1(a)

Customer Commitments

<u>Program</u>	<u>Sponsor</u>	<u>Amount</u>
658-AOA-02-NL	GSK	\$110,000
306-NAMS-02-DB	Pharmacia/Wyeth	\$110,500
313-APA/IPS-02-DB	Pfizer	\$80,000
314-ACR-02-DB	Abbott/Ingenex	\$94,500
315-ACR-02-CP	Abbott	\$50,000
316-ACCP-02-DB	Lilly	\$100,000
319-ABS-02-DB	Ortho-McNeil	\$31,000
320-ASH-02-P	OrthoBiotech	\$30,500
	AMOUNT	\$606,500

Schedule 1.4.1(b)

Completion Billing Customer Commitments

<u>Program</u>	<u>Sponsor</u>	<u>Completion Billing Account Receivable</u>
658-AOA-02-NL	GSK	\$55,000
314-ACR-02-DB	Abbott/Ingenex	\$60,500
315-ACR-02-CP	Abbott	\$25,250
316-ACCP-02-DB	Lilly	\$65,000
320-ASH-02-P	OrthoBiotech	\$15,250
	AMOUNT	\$221,500

Schedule 3.1

Encumbrances

All as set forth in the attached lien search

Schedule 3.8

Tradenames and Trademarks

Registered Trademarks									
				Registration No.	Registration Date				
Clinical Perspectives				1596361	May 15, 1990				
Perspective				1596360	May 15, 1990				
All other publications and Newslines have an association name attached and cannot be trademarked.									