

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GeM Solutions, Inc.	FORMERLY Stellar Technologies, Inc.	03/10/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Inware Technologies, Inc.		
<b>Street Address:</b>	870 111th Avenue North		
<b>Internal Address:</b>	Suite 8		
<b>City:</b>	Naples		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	34108		
<b>Entity Type:</b>	CORPORATION: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78923306	GEM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(609)896-1469		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(609) 896-3600		
<b>Email:</b>	ipdocket@foxrothschild.com		
<b>Correspondent Name:</b>	Fox Rothschild LLP		
<b>Address Line 1:</b>	997 Lenox Drive		
<b>Address Line 2:</b>	Building 3		
<b>Address Line 4:</b>	Lawrenceville, NEW JERSEY 08648		
<b>ATTORNEY DOCKET NUMBER:</b>	79635.40101		
<b>NAME OF SUBMITTER:</b>	Christopher R. Kinkade		
<b>Signature:</b>	/Christopher R. Kinkade/		

OP \$40.00 78923306

Date:

04/30/2009

**Total Attachments: 18**

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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into March 10, 2009, by and between Inware Technologies, Inc., a corporation duly organized and existing under the laws of the State of Florida, U.S.A. ("INW") and GeM Solutions, Inc., a company duly organized and existing under the laws of the State of Delaware, U.S.A. (the "Company").

WHEREAS, subject to the terms and conditions set forth in this Agreement, the Company desires to sell to INW for the consideration set forth below and INW desires to purchase from the Company the Transferred Assets and the Company desires to cause INW to assume and INW has agreed to assume from the Company certain specified liabilities and obligations of the Company arising in connection with the Transferred Assets all as more fully described below;

NOW, THEREFORE, in reliance upon the representations, warranties and agreements made herein and in consideration of the premises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

### **ARTICLE I DEFINITIONS**

#### Section 1.01 Definitions.

"Affiliate" means, when used with respect to a specified Person, another Person that, directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this Agreement, the term "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

"Agreement" means this Asset Purchase Agreement, as it may from time to time be amended, supplemented or otherwise modified in accordance with the terms hereof.

"Assigned Contracts" has the meaning assigned to such term in Section 2.02(b) hereof.

"Assumed Liabilities" has the meaning assigned to such term in Section 2.03 hereof.

"Closing" has the meaning assigned to such term in Section 5.01 hereof.

"Closing Date" has the meaning assigned to such term in Section 5.01 hereof.

"Computer Documentation" means the technical documentation pertaining to the Product Line including, without limitation, any end-user manuals, product specifications, algorithms, diagrams, bug lists, and electronic machine readable versions of such manuals, product answer books and other related documentation and additionally any marketing or sales materials related to the Product Line.

"Contract" means any note, bond, mortgage, indenture, lease, permit, contract, agreement or other instrument or obligation, whether written or oral, or any amendment, supplement or restatement of any of the foregoing.

"Copyrights" has the meaning assigned to such term in Section 2.02(f) hereof.

"Damages" means any and all damages, losses, liabilities, obligations, penalties, fines, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses (including and without limitation, reasonable attorneys' and experts' fees, and disbursements) of any kind or any nature whatsoever (whether based in common law, statute or contract; fixed or contingent; known or unknown) suffered or incurred by a party hereto, its employees, affiliates, successors and assigns, and if applicable, any liens on the transferred assets.

"Governmental Entity" means any government, any governmental, administrative or regulatory entity, authority, commission, board, agency, instrumentality, bureau or political subdivision and any court, tribunal or judicial or arbitrate body (whether U.S. or any other foreign, federal, state or local entity or, in the case of an arbitrate body, whether governmental, public or private). "Intellectual Property" means (a) all copyrights, patents, trademarks, trade names, and applications for any of the foregoing, whether registered or unregistered, of any party, or to which it has rights and (b) all licenses granted to such party, and other agreements pertaining to any of the foregoing or any software, inventions, trade secrets or other proprietary Know-how to which such party is a party or is bound.

"Intellectual Property Rights" means collectively the Company's Intellectual Property rights in and to the Product Line, Computer Documentation, Software, Know-how and Records including the Trademarks, Copyrights and Patents.

"Intellectual Property Assignment" means the Intellectual Property Assignment, to be dated the Closing Date, executed by the Company and accepted by INW, substantially in the form of Exhibit D hereto.

"Know-how" has the meaning assigned to such term in Section 2.02(f) hereof.

"Person" means any individual, corporation, partnership, limited partnership, firm, joint venture, association, joint stock company, trust, estate, limited liability company, unincorporated association, government or regulatory body (or any agency or political subdivision thereof) or other entity.

"Product Line" has the meaning assigned to such term in Section 2.02(a) hereof.

"Purchase Price" has the meaning assigned to such term in Section 2.01 hereof.

"Records" has the meaning assigned to such term in Section 2.02(c) hereof.

"Software" has the meaning assigned to such term in Section 2.02(i) hereof.

“Transaction Document” means this Agreement, the Assumption Agreement, the Contract Assignment, the Copyright Assignment, the Trademark Assignment, the Patent Assignment, the Officer Certificates and the Company’s Counsel’s Letter.

“Transferred Assets” has the meaning assigned to such term in Section 2.02 hereof.

## ARTICLE II TERMS OF THE TRANSACTION

Section 2.01 Purchase Price. The Transferred Assets shall be sold, assigned, granted, transferred, conveyed and delivered by the Company and shall be purchased, acquired and accepted by INW in consideration for the purchase price as set forth in Schedule 2.01 (the “Purchase Price”).

Section 2.02 Transfer of Assets. On and subject to the terms and conditions of this Agreement, at the Closing the Company shall sell, grant, convey, transfer, assign and deliver to INW, and INW shall purchase, acquire and accept from the Company all of the Company's rights, title and interest in the following assets and rights of the Company (collectively the “Transferred Assets”) free and clear of any Liens:

(a) All right, title and interest in the products listed in Schedule 2.02(a) (the “Product Line”) and the Computer Documentation all free and clear of any Liens whatsoever.

(b) Rights in and to the Contracts, accounts receivable at the time of closing, and any other agreements entered into by the Company in connection with the Product Line.

(c) All originals, or to the extent originals are not available including, but not limited to, copies of papers, sales and business files and records, contract records, test and design records, product specifications, drawings, engineering, maintenance, supplier and customer lists and other business records and documents used in connection with the Product Line, whether maintained in electronic or physical form (the “Records”).

(d) Registered web addresses and web sites.

(e) Bank account located in IronStone Bank – A/C # 009061665672.

(f) The technologies, trade-secrets, designs, improvements, formulae, manufacturing methods, practices, processes, technical data, product development data, research data, specifications, or methods and know-how, whether or not patentable, whether or not a secret and whether or not reduced to writing that are used in the Product Line (the “Know-how”).

(g) The use of “GeM Solutions, Inc.” in describing INW’s product lines and business dealings or operations.

(h) The Intellectual Property Rights;

- (i) the computer software, including source code, binary executable code, object code, compilers, assemblers and algorithms which have been developed by the Company and incorporated into the Product Line (the “Software”);
- (ii) the computer and business’s equipment necessary for conducting the business

Section 2.03 Assumption of Liabilities. INW shall assume, undertake to pay, perform or discharge the following obligations and liabilities of the Company (all of which are hereinafter referred to collectively as the “Assumed Liabilities”), all of which INW will assume and pay, discharge or perform, as appropriate, from and after the Closing Date: (a) all obligations of the Company due and payable to Gryphon Objective Consulting, (b) all obligations of the Company due and payable to employees for unpaid wages, (c) all obligations of the Company due and payable to employees for unpaid commissions, (d) all obligations of the Company due and payable to employees for reimbursable expenses incurred by said employees, and (e) all payments due under the lease with Commercial Development Company relating to the office space located at 870 111<sup>th</sup> Ave. N. Suite #8, Naples, FL 34108. INW shall not and does not hereby assume any other liabilities of the Company not specifically assumed under this section, including but not limited to (a) any royalties, liens, bonuses or other encumbrances relating to the Transferred Assets; (b) costs, expenses and liabilities relating to litigation and other claims against the Company; (c) any tax liabilities relating to the transactions contemplated by this Agreement, or otherwise; and (d) legal, investment banking and broker fees relating to the negotiation and completion of the transactions contemplated by this Agreement, except for the fees and expenses of such parties retained by INW. It is also agreed that the Company will indemnify INW from any stockholder suits or other claims resulting from stockholder action(s) taken by any stockholder(s) relating to this Purchase Agreement as defined in Section 3.07.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

The Company represents and warrants to INW, that:

Section 3.01 Organization; Authority. The Company is duly approved, validly existing and in good standing under the laws of the State of Delaware. The Company has all necessary corporate power and authority, and possesses all permits necessary to own or to lease, and to operate all its properties and to carry on its business as it is now being conducted. The Company has all necessary corporate power and authority to sell, convey, transfer, assign and deliver the Transferred Assets to INW as contemplated by this Agreement, and to execute, deliver and perform its obligations hereunder.

Section 3.02 Authorization of Transaction. The Company has duly authorized and approved the transactions contemplated by this Agreement and, the Company has taken all action required by law, its articles of incorporation, and its bylaws or otherwise to authorize and to approve the execution, delivery and performance of this Agreement. This Agreement and each Transaction Document to which the Company is to be a party, when executed and delivered by the Company at the Closing, will be duly executed and delivered by the Company, and shall constitute a valid and legally binding obligation of the Company, enforceable against the

Company in accordance with its terms. All persons who have executed this Agreement on behalf of the Company or who will execute on behalf of the Company or any other documents, agreements and certificates in connection herewith or therewith have been duly authorized to do so by all necessary corporate action.

Section 3.03 Consents and Approvals; No Violations. Except for filings, permits, authorizations, consents and approvals as may be required under applicable law, neither the execution, delivery or performance of this Agreement by the Company nor the consummation by the Company of the transactions contemplated hereby will require any filing with, notice to, or Permit, authorization, consent or approval of, any Governmental Entity, except incident to the obtaining shareholder approval and obtaining the consent of Trident Growth Fund LP and FEQ Gas LLC. Neither the execution, delivery or performance of this Agreement by the Company, nor the consummation by the Company of the transactions contemplated hereby will; (a) conflict with or result in any breach of any provision of the articles of association or other organizational documents of the Company, (b) result in the creation or imposition of any Liens upon Transferred Assets, (c) result in a material violation or material breach of, require any notice to any party pursuant to, or constitute (with or without due notice or lapse of time or both) a material default (or give rise to any right of termination, amendment, cancellation, acceleration or right of non-renewal or contractually require any prepayment or offer to purchase any debt or give rise to the loss of a material benefit) under, any of the terms, conditions or provisions of any Contract by which the Transferred Assets may be bound, or (d) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Company or the Transferred Assets.

Section 3.04 Transferred Assets. (a) The Company has good and marketable title to all of the Transferred Assets. All such Transferred Assets are free and clear of all Liens. All of the Transferred Assets are free and clear of any restrictions on, or conditions to, transfer and assignment.

Section 3.05 Intellectual Property.

(a) To the best of the Company's knowledge the Intellectual Property Rights do not, and their use does not, infringe any valid patents, trademark, copyright or trade secret. The Company owns or has the right to use all of the Intellectual Property Rights necessary for the Company to conduct its business as presently conducted, including the right to sell and distribute the products of the Company. Other than under the Company's standard end-user license agreement, the Company has not licensed or sublicensed its rights in or assigned or entered into settlement agreements with respect to the Intellectual Property Rights. No proceedings have been instituted, are pending or, to the best of the Company's knowledge, threatened, which challenge the Company's rights in respect of the Intellectual Property Rights or the validity thereof. None of the Intellectual Property Rights owned or used by the Company is the subject of any Lien. The Company has not received notice of any charges of interference or infringement of any Intellectual Property Rights. The Company has not received any claims that a method or product used by the Company infringes upon or otherwise violates the Intellectual Property rights of others. To the best of Company's knowledge none of the Intellectual Property Rights are being infringed by others and none are subject to any outstanding order, decree, judgment, stipulation or charge. The employees, consultants and contractors who have been and are engaged to develop the Intellectual Property Rights have been required to sign assignable and legally binding

confidentiality and, as applicable, assignment-of-invention and/or work-for-hire agreements. The Company does not have knowledge of any facts or claims, which would cause any of the Intellectual Property Rights to be invalid.

(b) To the best of Company's knowledge, the Product Line and Software does not, and its use does not, infringe upon any patent, copyright, trademark or trade secret. Should INW believe that this warranty has been breached, INW shall promptly so notify the Company so that the Company has the opportunity to defend and/or settle any such infringement claims asserted against the Product Line and Software. INW shall provide all reasonable assistance required by the Company to defend and/or settle such claims. Should the Company breach this warranty the Company shall be responsible for the cost of any settlement, judgment or damages plus the expenses, including attorneys fees occasioned by such case provided however, that in no event shall Company's liability for breach of this warranty exceed amounts paid hereunder to the Company.

Section 3.06 Compliance with Laws. The Company is in compliance in all material respects with all applicable statutes, laws, codes, ordinances, regulations, rules, material permits, judgments, decrees and orders of any Governmental Entity applicable to the Transferred Assets. The Company has not received and, to the Company's knowledge, there does not exist any written notice of any action, suit, hearing, charge or investigation to the effect that the Transferred Assets are, were or may be in violation of any requirement of law or any order of any Governmental Entity. The Company has in effect all material permits and licenses necessary for it to own, lease or operate the Transferred Assets and to carry such business as now conducted (and the Company has timely made appropriate filings for issuance or renewal thereof).

Section 3.07 Indemnification. The Company shall defend, indemnify and hold INW, its officers, directors, partners, employees, principals and agents harmless against and from any and all claims, expenses or other liabilities of any nature arising from INW's purchase and use of the Transferred Assets and shall further indemnify and hold INW harmless against any and all stockholder suits or other claims resulting from stockholder action(s) taken by any stockholder(s) relating to this Purchase Agreement. If any action or proceeding is brought against INW by reason of such claim, the Company, upon notice from INW, shall defend the same at the Company's expense by counsel satisfactory to INW. INW shall also give prompt notice to the Company in case of such claims.

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF INW**

Section 4.01 Authority. INW represents and warrants to the Company, that INW is duly organized, validly existing and in good standing under the laws of the State of Florida, U.S.A. INW has all necessary corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by INW, and the consummation by INW of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of INW, and no other corporate proceeding on the part of INW is necessary to authorize this Agreement or to consummate the transactions contemplated hereby to which INW is a party.



**ARTICLE V  
CLOSING**

Section 5.01 Closing.

(a) The closing of all transactions contemplated by this Agreement (the "Closing") will occur and will be deemed to be effective on March 10, 2009 at 5 p.m. United States Eastern Daylight Time (the "Closing Date"). All actions to be taken at Closing will be considered to be taken simultaneously and no documents will be considered to be delivered until all documents to be delivered at the Closing have been executed and delivered.

(b) The following actions will occur at the Closing:

(i)

**[REDACTED]**

(ii) The Company shall, in cooperation with INW, take all steps required to put INW in actual possession and operating control of the Transferred Assets.

**ARTICLE VI  
COVENANTS**

Section 6.01 Non-Competition.

(a) For a period of five (5) years after the Closing Date, the Company shall not, directly or indirectly, engage in a business or enterprise development or marketing of any competing computer software, and during such period shall not solicit or attempt to solicit sales or licenses of any competing computer software, interfere with, disrupt or attempt to disrupt the relationship, contractual or otherwise between INW and its customers, suppliers, agents, consultants, officers or employees. This Section 6.01 shall be enforceable on a worldwide basis. For the purposes of this Agreement, the phrase "competing computer software" means any software products which has the same or substantially similar purposes as the Product Line, which performs functions substantially similar to such software, and the marketing of which would tend to inhibit licensing or marketing of such software. The provisions of this Section shall prevent the Company from investing its assets in securities of any corporation engaged in business competitive to that of the Product Line, provided that the Company shall not be prevented from owning up to two percent (2%) of the total shares of all classes of stock outstanding of any corporation.

(b) The undertaking of this non-competition covenant is an integral part of this transaction and the consideration paid by INW pursuant to this Agreement shall be consideration not only for the purchase of the Transferred Assets and the other transactions contemplated by this Agreement, but also for the undertaking of this non-competition clause. If this covenant is unenforceable in any jurisdiction, it shall not render the covenant unenforceable

in any other jurisdiction. If this covenant is deemed too broad in any jurisdiction, the covenant shall be altered to meet the requirements of that jurisdiction, but in no event shall the covenant be rendered null and void.

Section 6.02 Transition. The Company will use commercially reasonable efforts to preserve for the benefit of INW the relations between the Company and its customers, suppliers and other Persons having business relations with the Company with respect to the Transferred Assets.

## **ARTICLE VII NON-DISCLOSURE**

Section 7.01 Publicity. All notices to third parties and all other publicity concerning the transactions contemplated by this Agreement shall be planned and distributed by INW.

Section 7.02 Non-Disclosure of Agreement. Except by mutual agreement, the Company shall not disclose any of the terms and conditions of this Agreement except as may be necessary to enforce its terms, or as ordered by a court of competent jurisdiction or as required by securities laws, rules and regulations and Delaware corporate law, including with respect to shareholder approval and disclosures.

## **ARTICLE VIII ARTICLE INDEMNIFICATION**

Section 8.01 Indemnification by the Company. The Company shall be liable for, shall indemnify INW, and its officers, directors, Affiliates and employees for, shall hold harmless, protect and defend INW, and its officers, directors, Affiliates or employees from and against, and shall reimburse INW, and its officers, directors, Affiliates and employees for, any and all Damages sustained, incurred or suffered by INW, its officers, directors, affiliates or employees resulting from or arising in connection with: (a) any material misrepresentation by the Company contained in or made pursuant to this Agreement or in any certificate, instrument or agreement delivered to INW pursuant to or in connection with this Agreement; or (b) any material breach of warranty or any default in the performance of any covenant or obligation of the Company under or in connection with this Agreement.

## **ARTICLE IX MISCELLANEOUS**

Section 9.01 Notices. All notices, requests, demands or other communications hereunder shall be in writing, hand delivered or mailed by certified mail, return receipt required, or by overnight courier, receipt signature required or by facsimile transmission with verification of transmission received by the sender, to each party at the address that follows or at such other place as either party may, by written notice to the other parties hereto, direct:

Address for the Company:

GeM Solutions, Inc.  
117 Forrest Avenue  
Suite 22  
Narberth, PA 19072

With a copy to:

Mr. Vincent A Vietti, Esq.  
Fox Rothschild, LLP  
2000 Market Street  
Tenth Floor  
Philadelphia, PA 19103-3291

Address for INW:

Inware Technologies, Inc.  
3570 Haldeman Creek Dr. #115  
Naples, Florida 34112

With a copy to:

Christopher Mast  
1059 5<sup>th</sup> Ave  
Naples, FL 34102

Any such notice, when sent in accordance with the provisions hereof, shall be deemed to have been given and received (a) on the day personally delivered or faxed (with confirmation), or (b) on the second day after the day overnight delivered, or (c) on the fifth day following the date mailed.

Section 9.02 Modification and Waiver/Entire Agreement. This Agreement, and the exhibits, schedules and other documents referenced herein constitute the entire Agreement between the parties pertaining to the subject matter contained herein and supersede all prior and contemporaneous agreements, representations and understanding of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

Section 9.03 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, including telecopy facsimiles, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Section 9.04 Successor Liability. This entire Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, executors and assigns.

Section 9.05 Specific Performance. Each of the parties hereto acknowledges that the rights, benefits and obligations of such party pursuant to this Agreement are unique and that no adequate remedy exists at law if any such party shall fail to perform any of its obligations hereunder, and each party therefore confirms and agrees that each such party's right to specific performance is essential to protect the interests of each party hereto.

Section 9.06 Costs. If any legal action or other proceeding is brought or any Dispute arising regarding the enforcement or interpretation of this Agreement or because of an alleged Dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable costs,

including attorney's fees, incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

Section 9.07 Severability of Provisions. If any provision, or a part thereof, of this Agreement is prohibited, unenforceable or invalid under applicable law, then the provision or part thereof shall be ineffective to the extent of such prohibition, unenforceability or invalidity under such law without affecting the enforceability or validity of such provision in any other jurisdiction and without invalidating the remainder of such provision or other provisions of this Agreement.

Section 9.08 Effect of Closing. All representations, warranties, covenants and agreements of the parties contained in this Agreement, or any instrument, certificate, opinion or other writing provided for in it, shall survive the Closing.

Section 9.09 Governing Law. This Agreement shall be governed and construed according to the laws of the State of Florida, excluding conflict of law principles.

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

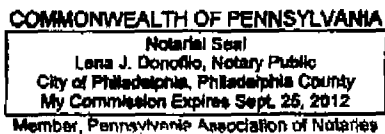
GeM Solutions, Inc.

By: *Kyung W. Lee*  
Kyung W. Lee, Vice President

State of *Pennsylvania*  
County of *Philadelphia*

I HEREBY CERTIFY that the foregoing instrument was sworn to, subscribed and acknowledged by *Kyung W. Lee*, who before me personally appeared on this *15* day of February 2009, and who is personally known to me ( ) or who produced identification \_\_\_\_\_

*Lena J. Donofrio*  
Notary Public



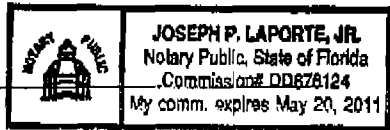
Inware Technologies, Inc.

By: Donald R. Innis  
Don Innis, President

State of Florida  
County of Collier

I HEREBY CERTIFY that the foregoing instrument was sworn to, subscribed and acknowledged by Donald R. Innis, who before me personally appeared on this 27<sup>th</sup> day of February 2009, and who is personally known to me (x) or who produced identification FL Driver's license.

Joseph P. Laporte, Jr.  
Notary Public



Majority Shareholders of GeM Solutions, Inc.:

By: [Signature]  
FEQ Gas LLC

State of Pennsylvania  
County of Philadelphia

I HEREBY CERTIFY that the foregoing instrument was sworn to, subscribed and acknowledged by Ernest A. Bartlett, who before me personally appeared on this 24 day of February 2009, and who is personally known to me ( ) or who produced identification \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Lena J. Donofrio, Notary Public  
City of Philadelphia, Philadelphia County  
My Commission Expires Sept. 26, 2012  
Member, Pennsylvania Association of Notaries

[Signature]  
Notary Public

By: [Signature]  
Trident Growth Fund LP

State of Texas  
County of Dallas

I HEREBY CERTIFY that the foregoing instrument was sworn to, subscribed and acknowledged by Scotty D. Cook, who before me personally appeared on this 5<sup>th</sup> day of February 2009, and who is personally known to me ( ) or who produced identification \_\_\_\_\_  
*March*

[Signature]  
Notary Public

KAREN MARIE STERN  
MY COMMISSION EXPIRES  
November 15, 2009

**SCHEDULE 2.01  
PURCHASE PRICE**

1. Purchase Price: In exchange for the Transferred Assets, INW shall pay the Purchase Price as set forth in this Section 2:

[REDACTED]

**SCHEDULE 2.02(a)**  
**PRODUCT LINE**

1. “GeM” / “Global Communications Management” software: in all distribution formats and versions including all programming technology in both source and object code form (regardless of the stage of development of any such technology); all features, fixes, enhancements, derivative works and extensions currently in discussion (including without limitation “GeM Lite”), design and/or development; all associated documentation and design information; all proprietary sales, marketing, education or training initiatives; and all present and future intellectual property rights associated therewith including the goodwill relating thereto throughout the world.
  
2. “Shuttle”/ “Shuttle Manager” software: in all distribution formats and versions including all programming technology in both source and object code form (regardless of the stage of development of any such technology); all features, fixes, enhancements, derivative works and extensions currently in discussion, design and/or development; all associated documentation and design information; all proprietary sales, marketing, education or training initiatives; and all present and future intellectual property rights associated therewith including the goodwill relating thereto throughout the world.
  
3. “Stellar IM (SIM)” is an employee internet monitoring, reporting and archiving solution for Web browsing and Instant Messaging activities. SIM provides comprehensive real-time Internet activity analysis and exception based alerting utilizing flexible violation categories. Available as a hosted or in-house solution, SIM delivers fully customizable Internet management in multiple languages to meet an organization’s specific needs.



**SCHEDULE 2.02(b)**  
**ASSETS, INCLUDING ANY ACCOUNTS RECEIVABLE,**  
**NECESSARY FOR THE COMPANY TO CONDUCT IT'S BUSINESS**

- All accounts receivable owned by GeM Solutions, Inc. on the Closing Date.
- All Computer and business equipment owned by GeM Solutions, Inc. on the Closing Date.
- Bank Account at IronStone Bank owned by GeM Solutions, Inc. on the Closing Date.
- All Intellectual Property, documentation, goodwill, and related rights owned by GeM Solutions, Inc. on the Closing Date.
- All office equipment and supplies owned by GeM Solutions, Inc. on the Closing Date.
- All deposits and prepaid expenses on the books and records of GeM Solutions, Inc. on the Closing Date.
- All contracts entered into by GeM Solutions, Inc. and its subsidiaries.

**SCHEDULE 2.03**  
**OBLIGATIONS AND LIABILITIES ASSUMED BY INW**  
**IN ADDITION TO THE ASSIGNED CONTRACTS**

- All deferred salaries due current employees of GeM Solutions, Inc. on the Closing Date.
- All commissions due current employees of GeM Solutions, Inc. on the Closing Date.
- All unreimbursed expenses due current employees of GeM Solutions, Inc. on the Closing Date.
- All outstanding Telephone and Utility bills of GeM Solutions, Inc. on the Closing Date.
- All outstanding invoices of GeM Solutions, Inc. due Gryphon Objective Consulting on the Closing Date.
- All lease obligations of GeM Solutions, Inc. due Commercial Development Company relating to the office space located at 870 111<sup>th</sup> Ave. N. Suite # 8, Naples, FL 34108.
- The liability for all Deferred Income relating to maintenance obligations where customers have prepaid for maintenance support but have not yet received the support on the Closing Date.

**CERTIFICATE OF MERGER  
MERCING  
STELLAR TECHNOLOGIES, INC.  
(a Colorado Corporation)  
INTO  
GEM SOLUTIONS, INC.  
(a Delaware corporation)**

To: Secretary of State  
State of Delaware

In accordance with the provisions of Section 252 of the General Corporation Law of the State of Delaware, the undersigned corporation does hereby certify as follows:

**FIRST:** The name and state of incorporation of the corporations proposing to merge are as follows:

<u>Name</u>	<u>State of Incorporation</u>
Stellar Technologies, Inc. ("Stellar")	Colorado
GeM Solutions, Inc. ("GeM")	Delaware

**SECOND:** An Agreement and Plan of Merger between the parties to the merger (the "Plan of Merger") has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with the requirements of subsection (c) of Section 252 of the General Corporation Law of the State of Delaware, to wit, by Stellar in accordance with the laws of the State of Colorado and by GeM in the same manner as is provided in Section 251 of the General Corporation Law of the State of Delaware.

**THIRD:** The name of the surviving corporation in the merger herein certified is GeM Solutions, Inc., a Delaware corporation, which will continue its existence as said surviving corporation under its present name upon the effective date of said merger pursuant to the provisions of the General Corporation Law of the State of Delaware.

**FOURTH:** The Certificate of Incorporation of GeM, as now in force and effect, shall continue to be the Certificate of Incorporation of said surviving corporation until amended and changed pursuant to the provisions of the General Corporation Law of the State of Delaware.

**FIFTH:** A copy of the executed Plan of Merger between the aforesaid entities is on file at an office of the surviving corporation, the address of which is as follows:

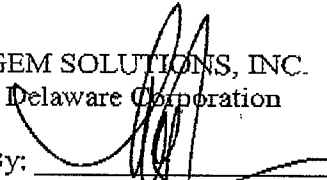
GeM Solutions, Inc.  
7935 Airport Pulling Road, Suite 201  
Naples, FL 34109

**SIXTH:** A copy of the Plan of Merger will be furnished by GeM, on request, and without cost, to any stockholder of each of the aforesaid constituent entities.

**SEVENTH:** The Plan of Merger of the aforesaid entities and this Certificate of Merger shall be effective upon filing.

**IN WITNESS WHEREOF,** the undersigned corporation has caused this Certificate of Merger to be signed by an authorized officer on the date referenced herein below.

GEM SOLUTIONS, INC.  
a Delaware Corporation

By:   
Mark G. Sampson  
Chief Executive Officer  
October 20, 2006

LV1 433296v1 10/12/06

Oct 20 2006 9:07 P.03

RECORDED: 04/30/2009

TRADEMARK  
REEL: 003980 FRAME: 0597