

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	02/08/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CCV Software, Inc.		02/08/2008	CORPORATION: WEST VIRGINIA

RECEIVING PARTY DATA

Name:	Journey Education Marketing, Inc.
Street Address:	13755 Hutton Drive
Internal Address:	Suite 500
City:	Dallas
State/Country:	TEXAS
Postal Code:	75234
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	75134120	
Registration Number:	2038957	CCV
Registration Number:	2107998	WE PLUG YOU INTO THE WORLD OF LEARNING!
Registration Number:	2284555	
Registration Number:	2200243	EDVIZ

CORRESPONDENCE DATA

Fax Number: (612)233-1317
 Phone: 6128501688
 Email: fax@noakspa.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: North Oaks Patent Agency

900207508

**TRADEMARK
 REEL: 004663 FRAME: 0626**

OP \$140.00 75134120

Address Line 1: 45 Island Road
Address Line 4: North Oaks, MINNESOTA 55127

ATTORNEY DOCKET NUMBER:	D33-272-01-US
NAME OF SUBMITTER:	Shawn B Dempster
Signature:	/Shawn B Dempster/
Date:	11/18/2011

Total Attachments: 35

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MERGER AGREEMENT AND PLAN OF REORGANIZATION

by and among

JOURNEY EDUCATION MARKETING, INC.

and

CCV SOFTWARE INC.

and

CCV SHAREHOLDERS

MERGER AGREEMENT AND PLAN OF REORGANIZATION

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MERGER AGREEMENT AND PLAN OF REORGANIZATION

THIS MERGER AGREEMENT AND PLAN OF REORGANIZATION (the "Agreement"), dated as of February 8, 2008, is entered into by and among JOURNEY EDUCATION MARKETING, INC. ("Journey" or the "Surviving Corporation"), a Texas corporation, whose executive offices are located at 13755 Hutton Drive, Suite 500, Dallas, Texas 75234, and CCV SOFTWARE INC. ("CCV"), a West Virginia corporation, whose principal offices are located at 3324 Pennsylvania Avenue, Charleston, WV 25302, and CCV SHAREHOLDERS (as hereafter defined) ("CCV Shareholders").

Journey, CCV and CCV Shareholders are sometimes referred to herein as the "Parties."

RECITALS

A. The Board of Directors of CCV deems it desirable and in the best interests of CCV and CCV Shareholders that CCV be merged with and into Journey (which would survive the merger as the "Surviving Corporation") on the terms and subject to the conditions set forth in this Agreement and in the manner provided in this Agreement.

B. The CCV Shareholders are Catherine C. Chandler, Thomas C. Naerebout, Cheryl Narum, Donna Hamra, Isabel McCaughey and Anthony Schweiker.

C. The Board of Directors of Journey deems it desirable and in the best interests of Journey that CCV be merged with and into Journey on the terms and subject to the conditions set forth in this Agreement and in the manner provided in this Agreement.

D. The Parties desire for Journey to acquire CCV pursuant to the transactions set forth in this Agreement.

E. Journey is acquiring the entire entity of CCV. The transaction includes the merger of CCV, in its entirety, into Journey, including, but is not limited to the following items: any and all legal entities, business relationships, contracts, intellectual property, trademarks, assets, liabilities and equity which are part of the financial statements of CCV represented in the report of Virginia M. Wetherald dated October 22, 2007 for CCV fiscal year ending September 30, 2007, including any subsequent business activity prior to Closing that is conducted by or through CCV.

NOW THEREFORE, in consideration of the foregoing premises and the mutual representations, warranties, covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1

TERMS OF THE REORGANIZATION

1.1 The Reorganization. Subject to the terms and conditions of this Agreement, and in accordance with the provisions of the laws of Texas and West Virginia, the Parties hereby agree that the following corporate transactions (collectively referred to herein as the "Reorganization") shall occur substantially concurrently as set forth below in accordance with the provisions of this Reorganization:

(a) CCV Merger. Pursuant to the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined herein) a West Virginia corporation ("Merger Sub") which is to be wholly owned by Journey, shall be merged with and into CCV pursuant to the provisions of the West Virginia Business Corporation Act ("WVBCA") (the "CCV Merger") and, as a result of the Merger, the separate existence of Merger Sub shall cease. In connection therewith, each share of CCV common stock, par value \$10.00 per share (the "CCV Stock") outstanding immediately prior to the consummation of the CCV Merger shall be canceled in exchange for the right to receive the Cash Merger Consideration specified in this Agreement, with the result that CCV will become a wholly owned subsidiary of Journey.

(b) Effect of CCV Merger. The CCV Merger shall have the effects set forth in the WVBCA.

(c) Closing; Effective Time. The closing of the transactions contemplated by this Agreement shall take place at the offices of Malizia Spidi & Fisch, PC, 901 New York Avenue, NW, Washington DC 20001, at such time or date as designated by Journey (the "Closing Date"). The Closing Date and the date of the execution of the Agreement may be the same date. Subject to the provisions of this Agreement, articles of merger satisfying the applicable requirements of the WVBCA (the "Articles of Merger") shall be duly executed and filed with the West Virginia Secretary of State. The CCV Merger shall become effective upon the issuance by the Secretary of State of a Certificate of Merger (the "Effective Time").

(d) Merger of CCV into Journey. Immediately following consummation of the transaction referred to in Section 1.1(a) hereof, CCV shall merge with and into Journey (the "Subsidiary Merger") with the result that Journey shall acquire all of the assets and liabilities of CCV and CCV shall cease to exist. The CCV Merger and the Subsidiary Merger are sometimes referred to herein collectively as the "Reorganization."

(e) Effect on Outstanding Shares. By virtue of the CCV Merger, automatically and without any action on the part of the holder thereof, each share of CCV Stock issued and outstanding immediately prior to the consummation of the CCV Merger shall be canceled in exchange for the right to the Cash Merger Consideration. Simultaneously, each share of Merger Sub shall be converted into shares of CCV.

(f) Resulting Company. Upon the consummation of the Reorganization, the separate existence of CCV shall cease, and Journey shall continue as the surviving corporation.

1.2 Adoption and Execution and Delivery of Documents providing for the Reorganization. CCV shall execute and deliver an Agreement of Merger and Journey and Merger Sub shall execute and deliver such Agreement of Merger, as applicable. Promptly upon consummation of the transaction contemplated in Section 1.1(a) hereof, Journey shall adopt the Agreement of Merger in its capacity as sole stockholder of CCV.

1.3 Modification of Structure. Notwithstanding any provision of this Reorganization to the contrary, Journey may elect to modify the structure of the transactions contemplated hereby so long as the consideration to be paid to holders of CCV Stock under this Reorganization is not changed in kind, or reduced in amount, because of such modification.

1.4 Articles, Bylaws, Directors, Officers and Name of the Resulting Company.

(a) Articles. The Articles of Incorporation of Merger Sub, as in effect immediately prior to the CCV Merger, shall be the Articles of Incorporation of CCV as the Surviving Company, unless and until amended thereafter as provided by law and the terms of such Articles of Incorporation.

(b) Bylaws. The Bylaws of Merger Sub, as in effect immediately prior to the CCV Merger, shall be the Bylaws of CCV as the Surviving Company, unless and until amended or repealed as provided by law, the Articles of Incorporation of the Surviving Company and such Bylaws.

(c) Directors and Officers. The directors of Journey in office immediately prior to the Reorganization shall continue to be the directors and officers of the Resulting Company, to hold office as provided in the Articles of Incorporation and Bylaws of the Resulting Company, unless and until their successors shall have been elected or appointed and shall have been qualified or until they shall have been removed in the manner provided in said Articles of Incorporation and Bylaws.

(d) Name. The name of the Resulting Company following the Reorganization shall continue to be the name of Journey, or any successor entity thereof, as in effect immediately prior to the Reorganization.

1.5 Availability of Information. Promptly after the execution by the Parties of this Agreement, CCV shall provide to Journey, its officers, employees, agents, and representatives access, on reasonable notice and during customary business hours, to the books, records, properties and facilities of CCV and shall use its best efforts to cause its officers, employees, agents and representatives to cooperate with any reasonable request for information.

1.6 CCV Stock Options. As of the date of this Agreement, there are no validly issued, outstanding and currently exercisable options or rights to purchase shares of CCV Stock, and no other options, rights, warrants, scrip or similar rights to purchase shares of CCV Stock shall be issued prior to the Closing.

1.7 Voting and Transfer of Shares.

(a) Voting of Shares. CCV Shareholders hereby agree to vote all shares of CCV Stock owned by CCV Shareholders in favor of the CCV Merger, this Agreement and the transactions contemplated by this Agreement. CCV Shareholders hereby covenant and agree that CCV Shareholders shall not enter into any voting agreement or grant a proxy or power of attorney with respect to the CCV Stock which is inconsistent with this Agreement. CCV Shareholders also agree not to exercise any rights of appraisal that may otherwise be available to them under the WVBCA.

(b) Transfer of Shares. CCV Shareholders hereby covenant and agree that CCV Shareholders shall not, before Closing, offer, agree or otherwise sell, assign, pledge, hypothecate, transfer, exchange, or dispose of any CCV Stock.

1.8 Mechanics of Payment of Consideration.

(a) Surrender of Certificates. At Closing, CCV Shareholders shall surrender 100% of the outstanding certificates evidencing and representing shares of CCV Stock and such other materials as may be requested by Journey in writing prior to Closing (collectively, "Shareholder Materials") in order for CCV Shareholders to receive the consideration to which CCV Shareholders is entitled as provided herein.

(b) Cash Merger Consideration. Total of \$2,250,000 U.S. Dollars, payable as follows:

1. Upon receipt of appropriate Shareholder Materials and the satisfaction of all terms and conditions of this Agreement, Journey shall wire \$1,125,000 U.S. Dollars to CCV Shareholders at the Closing on a pro rata basis in exchange for 100% of all outstanding shares of CCV Stock, including any rights to acquire stock interests.
2. At the Closing, \$1,125,000 U.S. Dollars will be wired to an interest bearing escrow account jointly in the name of CCV & Journey to be released by the escrow agent one hundred eighty (180) days from the date of Closing subject to the satisfaction of the terms and conditions of Section 5.1.13. hereof.

An escrow agent ("Escrow Agent") will be appointed by mutual consent of both Parties to hold the escrow account. The Escrow Agent will hold the escrowed funds of \$1,125,000 including any earnings on such escrow account, if any, pursuant to the terms and conditions set forth in an Escrow Agreement to be mutually agreed to by CCV and Journey prior to the Closing, which shall be executed prior to the Closing by CCV, Journey and the Escrow Agent. Such Escrow Agreement shall be consistent with the provision of this Agreement, including Section 5.1.13 hereinafter. The Escrow Agent's fees shall be paid by Journey.

(c) Stock Transfer Books. Upon Closing, the stock transfer books of CCV shall be closed and no transfer of shares of CCV Stock shall be made thereafter.

1.9 Assumption of Debt. Journey will assume all the debt of CCV which shall not exceed \$1,500,000 U.S. Dollars, as shown in Appendix 1, 2, & 3 subject to verification of all such debt as CCV debt, and with the proviso that CCV current liabilities (Appendix 4) do not exceed current assets (Appendix 5) at the time of Closing.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF JOURNEY EDUCATION MARKETING, INC.

Except as otherwise disclosed in one or more schedules (collectively the "Journey Schedules") dated as of the date hereof and delivered concurrently with this Agreement, both as of the date hereof and as of Closing, Journey represents and warrants to CCV and to the CCV Shareholders as follows:

2.1 Organization and Corporate Authority. Journey is a corporation duly organized, validly existing and in good standing under the laws of Texas, and Journey (i) has all requisite corporate power and authority to own, operate and lease its material properties and carry on its businesses as currently being conducted; (ii) is in good standing and is duly qualified to do business in each jurisdiction where the character of its properties owned or held under lease or the nature of its business is such that failure to be so qualified would have a material adverse effect on Journey; and (iii) has in effect all federal, state, local and foreign governmental authorizations, permits and licenses necessary for it to own or lease its properties and assets and to carry on its business as it is currently being conducted. The Articles of Incorporation of Journey are in full force and effect.

2.2 Authorization, Execution and Delivery; Agreement Not in Breach.

(a) Journey has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the proposed transactions have been duly authorized by a majority of the entire Board of Directors of Journey and no other corporate proceedings on the part of Journey is necessary to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement and all other agreements and instruments herein contemplated to be executed by Journey have been (or upon execution will have been) duly executed and delivered by Journey and constitute (or upon execution will constitute) legal, valid and enforceable obligations of Journey, subject, as to enforceability, to applicable bankruptcy, insolvency, receivership, conservatorship, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and to the application of equitable principles and judicial discretion.

(b) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and thereby and the fulfillment of the terms hereof and thereof will not result in a material violation or breach of any of the terms or provisions of, or constitute a material default under (or an event which, with the passage of time or the giving of notice or both, would constitute such a material default under), or conflict with, or permit the acceleration of any material obligation under, any material mortgage, lease, covenant, agreement, indenture or other instrument to which Journey is a party or by which it or its property or any of its assets are bound, the Articles of Incorporation and Bylaws of Journey, or any material judgment, decree, order, regulatory letter of understanding or award of any court, governmental body or arbitrator by which Journey is bound; or any material permit, concession, grant, franchise, license, law, statute, ordinance, rule or regulation applicable to Journey or its properties, or result in the creation of any material lien, claim, security interest, encumbrance, charge, restriction or right of any third party of any kind whatsoever upon the property or assets of Journey.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF CCV AND CCV SHAREHOLDERS

Except as otherwise disclosed in one or more schedules (the "CCV Schedule(s)") dated as of the date hereof and delivered concurrently with this Agreement, both as of the date hereof and as of Closing, CCV and each of the CCV Shareholders, individually as applicable, represent and warrant to Journey as follows:

3.1 Organization and Qualification of CCV. CCV is a corporation duly organized, validly existing and in good standing under the laws of West Virginia and (i) has all requisite corporate power and authority to own, operate and lease its properties and to carry on its business as it is currently being conducted; (ii) is in good standing and is duly qualified to do business in each jurisdiction where the character of its properties owned or held under lease or the nature of its business is such that a failure to be so qualified

would have a material adverse effect on CCV; and (iii) has in effect all federal, state, local and foreign governmental authorizations, permits and licenses necessary for it to own or lease its properties and assets and to carry on its business as it is currently being conducted. The Articles of Incorporation and Bylaws of CCV are in full force and effect, and included in Schedule 3.1 hereto are true and correct copies of the Articles of Incorporation and Bylaws of CCV.

3.2 Authorization, Execution and Delivery; Agreement Not in Breach.

(a) CCV and CCV Shareholders have all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the proposed transactions have been duly authorized by the entire Board of Directors of CCV and by CCV Shareholders and no other corporate proceedings on the part of CCV are necessary to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and thereby. This Agreement and all other agreements and instruments herein contemplated to be executed by CCV and each CCV Shareholder have been (or upon execution will have been) duly executed and delivered by CCV and each CCV Shareholder and constitute (or upon execution will constitute) legal, valid and enforceable obligations of CCV and each CCV Shareholder, subject, as to enforceability, to applicable bankruptcy, insolvency, receivership, conservatorship, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and to the application of equitable principles and judicial discretion.

(b) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and thereby, and the fulfillment of the terms hereof and thereof will not (i) result in a material violation or breach of any of the terms or provisions of, or constitute a material default under (or an event which, with the passage of time or the giving of notice, or both, would constitute such a default under), or conflict with, or permit the acceleration of, any material obligation under, any material mortgage, lease, covenant, agreement, indenture or other instrument to which CCV or any CCV Shareholder is a party or by which CCV or any CCV Shareholder is bound, the Articles of Incorporation and Bylaws of CCV; or any judgment, decree, order, regulatory letter of understanding or award of any court, governmental body, authority or arbitrator by which CCV or any CCV Shareholder is bound, or any permit, concession, grant, franchise, license, law, statute, ordinance, rule or regulation applicable to CCV or its properties or to any CCV Shareholder; or (ii) result in the creation of any lien, claim, security interest, encumbrance, charge, restriction or right of any third party of any kind whatsoever upon the properties or assets of CCV.

3.3 No Legal Bar. Neither CCV nor any CCV Shareholder is a party to, or subject to or bound by, any material agreement, judgment, order, letter of understanding, writ, prohibition, injunction or decree of any court or other governmental authority or body of competent jurisdiction, or any law which would prevent the execution of this Agreement by CCV or any CCV Shareholder, the delivery thereof to Journey or the consummation of the transactions contemplated hereby and thereby, and no action or proceeding is pending against CCV or any CCV Shareholder in which the validity of this Agreement, any of the transactions contemplated hereby or any action which has been taken by any of the Parties in connection herewith, or, in connection with any of the transactions contemplated hereby, is at issue.

3.4 Government and Other Approvals. No consent, approval, order or authorization of, or registration, declaration or filing with, any federal, state or local governmental, regulatory or administrative authority is required to be made or obtained in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated by this Agreement nor is any consent or approval required from any landlord, licensor or other non-governmental party which has granted rights to CCV in order to avoid forfeiture or impairment of such rights.

3.5 Licenses, Franchises and Permits. CCV holds all licenses, franchises, permits and authorizations (federal, state and local) necessary for the lawful conduct of its businesses. No violations are or have been recorded in respect to the licenses, franchises, permits or authorizations, and the benefits of all of such licenses, franchises, permits and authorizations are in full force and effect and may continue to be enjoyed by CCV subsequent to the Closing of the transactions contemplated herein without any consent or approval of any governmental, regulatory or administrative authority. CCV has not received notice of any proceeding for the suspension or revocation of any such license, franchise, permit, or authorization and no such proceeding is pending or, to the best knowledge of CCV and the CCV Shareholders, has been threatened by any governmental (Federal, State or Local), regulatory or administrative authority, including any pending audits by any of the heretofore mentioned entities.

3.6 Subsidiaries. CCV owns no stock in any company, is not a partner in any partnership, and does not directly or indirectly control any other business entity.

3.7 Capital Stock. The authorized capital stock of CCV consists of 500 shares of the par value of \$10.00 each ("CCV Stock"). There are 304 issued and outstanding shares of CCV Stock and such shares are duly authorized, validly issued, fully paid, and non-assessable. There are no shares of any other class of stock issued or outstanding. There are no outstanding options, warrants, agreements, conversion rights, preemptive rights or other rights to subscribe for, purchase, or otherwise acquire any shares of CCV Stock or any unissued or treasury shares of CCV Stock. CCV Shareholders have, and will have at the Closing, valid and marketable title to all outstanding shares of CCV Stock, free and clear of any liens, claims, charges, security interests, escrows, encumbrances, options, rights of first refusal, mortgages, indentures or other agreements, arrangements, commitments, understandings or obligations, whether written or oral, or any other legal equitable encumbrances, limitations or restrictions. Except for this Agreement, there are no contracts, agreements, understandings, arrangements, or restrictions related to the ownership or voting of the CCV Stock. A true and complete listing of all shares of CCV Stock outstanding as of the date of this Agreement and the holders thereof is attached hereto at Schedule 3.7. The CCV stock is not subject to any pledge, collateral, foreclosure, lien or other encumbrance or limitation on sale or transfer.

3.8 Title to the Assets. CCV has good and marketable title to all of its assets, free and clear of all liens, mortgages, conditional sale and other title retention agreements, pledges, assessments, tax liens and other encumbrances of any nature.

3.9 Condition of the Assets. The assets of CCV are in good operating condition and repair, constitute all of the assets used in the conduct of the business of CCV, and are sufficient for the proper operation of the ordinary course of business of CCV.

3.10 Financial Statements. The financial statements of CCV for the month ended December 31, 2007, and the fiscal years ended September 30, 2007 and September 30, 2006 (the "Financial Statements"), which have been previously delivered by CCV to Journey (Appendix 6), are true, complete and accurate in all material respects, have been prepared in accordance with generally accepted accounting principles ("GAAP") consistently applied, and present fairly the financial position of CCV as of the date thereof. Except to the extent reflected and reserved against in the Financial Statements, CCV did not have, as of the date of the Financial Statements, any debts, liabilities or obligations of any nature, whether accrued, absolute, contingent or otherwise, and whether due or to become due, except for those obligations that are not required by GAAP to be included in the Financial Statements. Attached at Schedule 3.10 is a list of all assets and liabilities of CCV as of the date of this Agreement and to be updated as of the Closing Date. Schedule 3.10 sets forth a detailed list of all CCV debt obligations as of the date of this Agreement and to be updated as of the Closing Date. The amount of such CCV debt obligations does not exceed \$1,500,000 as of the date of execution of this Agreement and as of the Closing Date.

3.11 Changes in Financial Condition. Since the date of the Financial Statements, there has not been:

- (a) Any material change in the condition (financial or otherwise) or business of CCV, except changes in the ordinary course of business, none of which has been materially adverse;
- (b) Any damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting the properties, assets, business or prospects of CCV;
- (c) Any change in the accounting methods or practices followed by CCV or any change in the depreciation or amortization policies or rates adopted by CCV (whether or not presently outstanding), except liabilities incurred, and obligations under agreements entered into, in the ordinary course of business;
- (d) Any sale, lease, abandonment or other disposition by CCV, other than in the ordinary course of business, or any machinery, equipment or other operating properties; or
- (e) Any payment of any dividend or other distribution on the CCV Stock.

3.12 Books and Records. The books and records of CCV are complete and correct in all material respects, have been maintained in accordance with reasonable and prudent business practices and fairly reflect the basis for the financial condition and results of operations of CCV set forth in the Financial Statements, in accordance with GAAP consistently applied except as may be modified by applicable regulatory accounting principles. The minute books of CCV contain complete and accurate records of all meetings and other corporate actions held or taken since January 1, 2005 of its stockholders and Board of Directors (including the committees of such Board, if any).

3.13 Litigation. There is no claim, legal action, suit, arbitration, investigation or hearing, notice of claims or other legal, administrative or governmental proceedings pending or to the best knowledge of CCV and the CCV Shareholders, threatened against CCV (or in which CCV is plaintiff or otherwise a party thereto), and, to the best knowledge of CCV and the CCV Shareholders, there are no facts existing which might result in any such claim, action, suit, arbitration, investigation, hearing, notice of claim or other legal, administrative or governmental proceeding. CCV has not waived any statute of limitations or other affirmative defense with respect to any of the liabilities of CCV. There is no continuing order, injunction or decree of any court, arbitrator or governmental or administrative authority to which CCV is a party or to which it or any of its assets is subject. CCV has not been permanently or temporarily enjoined or barred by order, judgment or decree of any court or other tribunal or any agency or regulatory body from engaging in or continuing any conduct or practice.

3.14 Employee Compensation and Benefit Plans. (a) Except as set forth in Schedule 3.14, CCV is not a party to any written or oral (i) contract with any labor union, (ii) employment contract, severance agreement or policy, sales commission plan, bonus plan, pension, profit-sharing, retirement, deferred compensation, savings, stock purchase, stock option, hospitalization, insurance, post-employment medical program or other plan, policy or arrangement providing for employees benefits or compensation, (iii) employment, agency, consulting or similar contract which cannot be terminated by it in one hundred twenty (120) days or less, without cost, or (iv) any other plan, agreement or arrangement, including, but not limited to those plans governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Normal CCV commissions, including payments to affiliates have been accrued to the proper periods prior to Closing.

(b) Schedule 3.14(b) contains a complete list of all employees of CCV and any commitments or obligations related to compensation or benefits to be paid prior to the Closing or thereafter if such employee remains employed or is terminated after the Closing. Schedule 3.14(b) also includes all amounts due and payable to employees as of the date of the Agreement and as of the Closing Date, including but not limited to, cash, bonus, accrued leave, expense reimbursements, and any other amounts payable to employees.

3.15 Customers and Suppliers. The books and records of CCV contain a correct and complete list of each of the customers and suppliers of CCV who have done business with CCV during the three (3) year period ending on the date hereof (the "Customers and Suppliers"). CCV has taken all commercially reasonable steps to maintain the confidentiality of the Customers. To CCV's and the CCV Shareholders' best knowledge:

(a) None of the Customers, Suppliers, or any other person or entity having material business dealings with CCV, will or may cease to continue such relationship with CCV, or its successor following the Closing;

(b) None of the Customers, Suppliers, or any other person or entity having material business dealings with CCV, will or may substantially reduce the extent of such relations with CCV, or its successor following the Closing, at any time from or after the Closing;

(c) There are no other existing or contemplated material modification or change in the business relationship of any Customers or Suppliers with CCV, or its successor following the Closing; and

(d) There are no other existing conditions or state of facts or circumstances which have materially adversely affected, or will materially adversely affect, the relationship of CCV with Customers or Suppliers after CCV is acquired by Journey, or which has prevented or will prevent such business from being carried on by CCV, after the Closing, in essentially the same manner as it is currently carried on.

3.16 Leases and Similar Agreements. Except as set forth in Schedule 3.16, CCV is not a party to, nor are any of its assets bound by or subject to, any leases or other similar agreements or instruments, whether as lessor or lessee. With regard to all such disclosed leases and similar agreements, CCV has delivered to Journey any and all consents or waivers of other parties necessary for the continuation of the leases and similar agreements upon the same terms and conditions in effect as of the Closing.

3.17 Disclosure. No representation or warranty made by CCV or the CCV Shareholders in this Agreement or in any writing furnished or to be furnished pursuant to or in connection with this Agreement knowingly contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact required to make the statements herein or therein contained not misleading. CCV and the CCV Shareholders have disclosed to Journey all material information known to each related to CCV and its condition, operations and prospects.

3.18 Material Agreements. CCV is not a party to any contract, commitment or agreement, and none of its assets are subject to, or bound or affected by, any order, judgment, decree, law statute, ordinance, rule, regulation or other restriction of any kind or character which is not applicable to its business generally, which would, individually or in the aggregate, materially adversely affect CCV or any of its assets. CCV is also not a party or subject to any agreement, contract or other obligation which would require the making of any payment other than payments contemplated by this Agreement, to any other person as a result of the consummation of the transactions contemplated herein.

3.19 Accounts Receivable. Any accounts receivable of CCV arose from valid sales transactions in the ordinary course of business and represent valid obligations due CCV, and are collectible in the ordinary course of business in the aggregate recorded amounts thereof in accordance with their terms. Schedule 3.19 lists all accounts receivable as of the date of the Agreement and as of the Closing Date.

3.20 Environmental Matters. To the best knowledge of CCV and CCV Shareholders, with regard to matters of environmental compliance:

(a) CCV and the employees of CCV have conducted and are conducting its business in compliance with all applicable federal, and state and local environmental laws and regulations; and

(b) CCV is not subject to any existing, pending or threatened investigation, action or proceeding, including any notice of violation, by any governmental authority regarding infractions of any law, statute, ordinance or regulation involving environmental issues.

3.21 Insurance Policies. Set forth on Schedule 3.21, is a complete list and description of all policies of insurance, together with the premiums currently payable thereon, providing for fire, property, casualty, business interruption, personal or product liability, workers' compensation, errors and omissions, title, and other forms of insurance coverage maintained by CCV. All such policies are outstanding and in full force and effect, and the consummation of the transactions contemplated hereby will not cause a cancellation or reduction in the coverage of such policy. There was no material inaccuracy in any application for any such insurance or fidelity bond coverage. Such insurance or other coverages are in amounts reasonable and consistent for CCV's business. There is no claim, action, suit, or proceeding arising out of or based upon any such policies of insurance, and CCV and the CCV Shareholders have no knowledge of the existence of any facts that would constitute a basis for any such claim, action, suit or proceeding. There is no notice of any pending or threatened termination or premium increase or default or omission by CCV with respect to any of such policies or bonds, and CCV is in material compliance with all conditions contained therein. CCV has not, during the current or the prior five fiscal years, been denied or had revoked or rescinded any policy of insurance or fidelity bond coverage. No existing policy or bond is terminable or cancelable, or will terminate or be canceled as a result of the execution, delivery, and consummation of this Agreement.

3.22 Material Defaults. CCV is not in default, or alleged to be in default, under any agreement, contract, lease, mortgage, commitment, instrument or obligation, and no other party to any agreement, contract, lease, mortgage, commitment, instrument or obligation to which CCV is a party is in default thereunder, which default would materially and adversely affect the properties, assets, business or prospects of CCV's business.

3.23 Taxes. CCV has duly filed all federal, state, local, and foreign tax returns required to be filed by it and has duly paid or made adequate provision for the payment of all Taxes which are due and payable pursuant to such jurisdictions, whether or not in connection with such returns. The federal income tax returns of CCV have not been audited by the Internal Revenue Service nor has CCV received notice that any audit is contemplated. There are no pending, or to CCV's and the CCV Shareholders' knowledge, threatened claims asserted for, Taxes or assessments of or relating to CCV's present practices in computing or reporting Taxes which if adversely determined, could have a material adverse effect on the financial condition of CCV for any period. Adequate provision has been made for all accrued and unpaid Taxes for the year ended December 31, 2006 and 2007 and has been or will be made with respect to periods ending after December 31, 2006 and 2007.

For purposes of this Agreement, the term "Taxes" shall mean all taxes, however denominated, including any interest, penalties or additions to tax that may become payable in respect thereof, imposed by

any governmental or regulatory body, which taxes shall include, without limiting the generality of the foregoing, all income taxes, payroll and employee withholding taxes, unemployment insurance, social security, sales and use taxes, excise taxes, franchise taxes, business taxes, gross receipts taxes, value-added taxes, occupation taxes, real and personal property taxes, stamp taxes, transfer taxes, workmen's compensation taxes and any resulting penalties or other obligations of the same or a similar nature.

3.24 Absence of Undisclosed Liabilities. CCV does not have any indebtedness or liability, absolute or contingent, known or unknown, of a type required to be included in a balance sheet (or notes thereto) prepared in accordance with GAAP, which is not shown or provided for on the balance sheet of CCV as of December 31, 2007 included in the Financial Statements other than liabilities incurred or accrued in the ordinary business prior to the Closing. Except as shown in such balance sheets or in the notes to the Financial Statements, CCV is not directly or indirectly liable upon or with respect to (by discount, repurchase agreements or otherwise), or obligated in any other way to provide funds in respect of, or to guarantee or assume, any debt, obligation, or dividend of any person, except endorsements in the ordinary course of business in connection with the deposit of items for collection. Schedule 3.24 sets forth a list of all payments made by CCV to all vendors, suppliers, contractors and any other parties within the last 30 days, all invoices and bills currently payable. Such Schedule 3.24 will be updated as of the Closing Date.

3.25 Tax Representations. Neither CCV nor the CCV Shareholders has taken, agreed to take, or will take any action or has any knowledge of any fact or circumstance that would prevent the transactions contemplated hereby, including the CCV Merger and the merger of CCV into Journey, from qualifying as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

3.26 Intellectual Property. Schedule 3.26 sets forth all (i) trademarks, tradenames, service marks or other trade rights, whether or not registered, and all pending applications for any such registrations, (ii) copyrights, copyrightable materials or pending applications therefore, (iii) trade secrets, (iv) inventions, discoveries, designs and drawings, (v) computer software, and (vi) patents and patent applications owned, licensed or otherwise used by CCV (collectively the "Intellectual Property Rights"). CCV has not granted to any person any license, option or other rights to use in any manner any of the Intellectual Property Rights, whether requiring the payment of royalties or not. The Intellectual Property Rights will not cease to be the rights of CCV or be impaired by reason of performance of this Agreement or the consummation of the transactions contemplated hereby. No other person has (i) notified CCV that such person claims any ownership or right of use of the Intellectual Property Rights or, (ii) to the knowledge of CCV, is infringing upon any Intellectual Property Rights. To the knowledge of CCV, the use of the Intellectual Property Rights does not conflict with, infringe upon or otherwise violate the valid rights of any person. No written notice has been received and not fully resolved and no action has been instituted or, to the knowledge of CCV, threatened against CCV alleging that the use of the Intellectual Property Rights infringes upon or otherwise violates the rights of any person.

3.27 Brokers. No broker or finder has acted for CCV in connection with this Agreement or the transactions contemplated hereby and that no broker or finder is entitled to any brokerage or finder's fee or other commission in acting for CCV. CCV agrees to indemnify and hold harmless Journey hereto with respect to any such claim for any brokerage or finder's fee or other commission.

ARTICLE 4

CONDUCT OF BUSINESS PRIOR TO CLOSING

CCV hereby covenants, agrees, represents and warrants to Journey that, except as otherwise consented to in writing by Journey, pending Closing:

(a) CCV will carry on its business in a good and diligent manner consistent with prior practice, will pay all expenses and liabilities of CCV as they come due, and will use its best efforts to preserve its business organization intact, and to keep available the services of all of its present employees, agents, and representatives.

(b) CCV will not sell or otherwise dispose of any assets, purchase or otherwise acquire any properties or assets, incur any liabilities or enter into any transactions, except in the ordinary course of business.

(c) CCV will not (i) issue any shares of CCV Stock, (ii) issue or grant any right or agreement of any character relating to the CCV Stock, (iii) split, combine or reclassify any shares of CCV Stock, (iv) declare, set aside or pay any dividend or other distribution in respect of the CCV Stock or (v) redeem or otherwise acquire any shares of CCV Stock.

(d) CCV will not (i) grant or agree to pay any bonus, severance or termination to, enter into or amend or take any action that would trigger obligations under any employment agreement, severance agreement, or similar agreement or arrangement with any of its directors, officers or employees, (ii) hire any new employees or create any new positions or (iii) increase in any manner the compensation or fringe benefits of any employee, officer or director. Normal CCV commissions, including payments to affiliates have been accrued to the proper periods prior to Closing.

(e) From and after the execution of this Agreement, CCV will permit Journey and its duly authorized agents to have reasonable access to the offices, properties, books, and records of CCV for the purpose of investigating the business and examining the records of CCV, inventorying the assets of CCV, and verifying the representations made in this Agreement and the performance of the conditions set forth in this Agreement.

(f) From and after execution of this Agreement, CCV will keep Journey advised not less than on a weekly basis of all business activities, including orders, cash flows, obligations and financial statements pending the Closing of the merger. CCV will provide to Journey copies of individual vendor invoices (accounts payable), customer invoices (accounts receivable), signed contracts, and checks written.

ARTICLE 5

CONDITIONS TO CLOSING

5.1 Conditions to Obligations of Journey. Unless otherwise waived, in whole or in part, in writing by Journey, the obligations of Journey to effect the consummation of the transactions contemplated hereunder, and in the other agreements referred to herein, shall be subject to the satisfaction at the Closing of each of the following conditions:

5.1.1. Representations and Warranties of CCV and the CCV Shareholders to be True. The representations and warranties of CCV and the CCV Shareholders contained in this Agreement or in any statement, certificate, schedule or other document delivered pursuant to this Agreement or in connection with the transactions contemplated hereby, shall be true and correct in all material respects on the Closing with the same force and effect as though made at such time. CCV and the CCV Shareholders shall have performed all

obligations and complied with all covenants required by this Agreement, and the other agreements referred to herein, to be performed or complied with by CCV and the CCV Shareholders prior to the Closing.

5.1.2. Performance and Compliance. CCV and the CCV Shareholders shall have performed or complied in all material respects with all covenants and agreements required by this Agreement to be performed and satisfied by it on or prior to the Closing.

5.1.3. Corporate Proceedings. All action required to be taken by, or on the part of CCV to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement shall have been duly and validly taken by CCV.

5.1.4. No Proceedings. No suit, action or other proceeding of material consequence shall be pending or threatened before any court or other governmental agency which seeks to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or to obtain damages or other relief in connection therewith.

5.1.5. No Adverse Change. Since the date of this Agreement there shall not have been any material adverse change in the properties, prospects, results of operation or condition of CCV or its business.

5.1.6. Consents. CCV shall have obtained and delivered to Journey all written consents of the other party to all contracts which by their terms or otherwise require the consent of such party to the transfer thereof by CCV.

5.1.7. No Amendments to Resolutions. Neither the Board of Directors of CCV nor any committees thereof shall have amended, modified, rescinded or repealed the resolutions adopted by such Boards of Directors with respect to this Agreement or shall have adopted any other resolutions in connection with this Agreement and the transactions contemplated hereby which are inconsistent with such resolutions, except resolutions adopted consistent with the express rights of CCV under this Agreement.

5.1.8. Shareholder Approval. 100% of the shares of issued and outstanding CCV stock held by CCV Shareholders shall have approved the Reorganization and this Agreement. A duly executed unanimous consent of the CCV Shareholders approving and adopting this Agreement in lieu of a meeting of shareholders is attached as Schedule 5.1.8 hereto.

5.1.9. Certificate of CCV Officer. CCV shall have furnished Journey a certificate, signed by its Chief Executive Officer, dated the Closing Date, to the effect, based on his knowledge, that the conditions described in Sections 5.1.1, 5.1.2, 5.1.3, 5.1.4, 5.1.5, 5.1.6, 5.1.7, and 5.1.8 of this Agreement have been fully satisfied.

5.1.10. Certificates of Good Standing. CCV shall have delivered to Journey a certificate of existence and a certified UCC lien search each issued by the office of the West Virginia Secretary of State with respect to CCV.

5.1.11. Delivery of Power of Attorney. The officers of CCV shall execute an irrevocable power of attorney on behalf of CCV prior to Closing to grant Journey the power to execute and deliver all proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of the rights, properties or assets acquired in the Reorganization in Journey and otherwise to carry out the purposes of this Agreement; and the proper officers and directors of Journey are fully authorized in the name of CCV or otherwise to take any and all such actions.

5.1.12. Assumption of CCV Debt. The CCV debt as detailed pursuant to Section 3.10 does not exceed \$1,500,000.00, and current assets exceed current liabilities as of the Closing Date by not less than \$79,265.38.

5.1.13. Escrow Agreement. Escrow Agent shall release the escrowed funds held by the Escrow Agent under an escrow agreement on the date that is 180 days following the Closing Date ("Escrow Settlement Date") to the CCV Shareholders upon satisfaction by Journey that all CCV representations and warranties under Article 3 are true and correct and the other obligations of CCV and other conditions under the Agreement have been satisfied (including, but not limited to the following obligations and conditions detailed below). Such escrowed funds, or portions thereof, shall be released to Journey as of the Escrow Settlement Date to the extent that deficiencies exist in CCV's representations, warranties, obligations or performance under this Agreement, and such deficiencies shall be fully offset dollar for dollar by such escrowed funds as of the Escrow Settlement Date in order to compensate Journey with respect to such deficiencies.

The representations, warranties and obligations of CCV and other conditions that must exist and be true and correct as of the Escrow Settlement Date include, but are not limited to:

1. No unpaid taxes, including penalties and interest, presented to and due from CCV for all time periods prior to Closing.
2. No unpaid legal or accounting bills.
3. Assets and liabilities of CCV are not materially different than as of the execution date of this Agreement, as may be determined by Journey's independent auditor.
4. All Accounts receivables detailed as of the Closing Date, excluding cooperative marketing dollars and potential product returns related to cooperative marketing dollars that are disclosed as of the date of the Agreement and Closing Date at Schedule 3.19 have been collected. The amount of any such Accounts receivables existing as of the Closing Date that remains unpaid as of the Escrow Settlement Date shall be paid to Journey from funds held by the Escrow Agent as of the Escrow Settlement Date. Thereafter, any funds collected with respect to such Accounts receivables shall be paid to the CCV Shareholders, if such funds are collected within the six months following the Escrow Settlement Date.
5. No litigation pending.
6. Accounts payable do not exceed the detail at Schedule 3.24.
7. No environmental issues.
8. No defaults under any material contracts.
9. Pre-closing customers and suppliers relationships are not materially different.
10. No pending audits by any entities (Federal, State, Local or other regulatory) involving an unasserted possible claim or assessment that may call for financial statement disclosure; all tax liabilities due as a result of operations through the Closing Date have been paid or accrued and no tax notices of deficiency or assessments have been made or received prior to the Escrow Settlement Date.
11. As of the Closing Date and thereafter, no claims for payment of wages, benefits or severance payments have been made by any personnel employed by CCV as of or prior to the Closing Date for time periods before the Closing Date.

5.1.14. Delivery of Stock Certificates. The stock certificates of CCV held by all CCV Shareholders, shall be delivered to Journey. The stock certificates shall be duly endorsed for transfer to Journey or with duly executed stock powers attached.

5.1.15. Right of Endorsement. After the Closing, Journey shall have the absolute and unconditional right and authority to endorse, without recourse, the name of CCV on any check or any other evidence of indebtedness received by Journey on account of CCV and CCV shall deliver to Journey after the Closing a letter of instruction executed by CCV sufficient to permit Journey to deposit or withdraw such checks or other evidences of indebtedness in bank accounts in the name of Journey.

5.2 Conditions to Obligations of CCV. Unless otherwise waived, in whole or in part, in writing by CCV, the obligations of CCV to effect the consummation of the transactions contemplated hereunder, and in the other agreements referred to herein, shall be subject to the satisfaction at the Closing of each of the following conditions:

5.2.1. Representations and Warranties of Journey to be True. The representations and warranties of Journey contained in this Agreement or in any statement, certificate, schedule or other document delivered pursuant to this Agreement or in connection with the transactions contemplated hereby, shall be true and correct in all material respects on the Closing with the same force and effect as though made at such time. Journey shall have performed all obligations and complied with all covenants required by this Agreement, and the other agreements referred to herein, to be performed or complied with by it prior to the Closing.

5.2.2. Performance and Compliance. Journey shall have performed or complied in all material respects with all covenants and agreements required by this Agreement to be performed and satisfied by it on or prior to the Closing.

5.2.3. Corporate Proceedings. All action required to be taken by, or on the part of Journey to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement shall have been duly and validly taken by Journey.

5.2.4. Certificate of Journey Officer. Journey shall have furnished CCV a certificate, signed by its Treasurer/Chief Financial Officer, dated the Closing Date, to the effect, based on his knowledge, that the conditions described in Sections 5.2.1, 5.2.2, and 5.2.3 of this Agreement have been fully satisfied.

ARTICLE 6

ADDITIONAL OBLIGATIONS AND AGREEMENTS

6.1 Survival of Representations. All of the covenants, agreements, representations, and warranties made by each party in this Agreement, or pursuant hereto or in connection with the transactions contemplated hereby, shall survive the Closing.

6.2 Expenses. All costs and expenses incurred in conducting the purchase and sale described in this Agreement shall be borne by the party incurring said expense.

6.3 Books and Records. Prior to Closing, CCV shall keep available for inspection by Journey all books and records of CCV reasonably related to the conduct of the business of CCV and the rights and obligations of Journey hereunder. For a period of five years following the Closing Date, Journey shall keep available for inspection and copying by CCV all books and records of CCV reasonably related to the conduct of the business of CCV prior to Closing.

6.4 Early Termination. This Agreement shall terminate upon:

(a) The mutual agreement of Journey and CCV, provided, however, that such termination is set forth in a writing executed by both parties; or

(b) By either Journey or CCV, in a writing, if the Closing does not occur on or prior to February 29, 2008, other than by reason of a breach of a duty or an obligation hereunder of the party electing to terminate this Agreement. In the event of such termination, no party shall have any obligation or liability to any other in respect to this Agreement, except for any breach of contract occurring prior to such termination.

6.5 Non-Disclosure. CCV and the CCV Shareholders, and each of them, shall not at any time after execution hereof, unless specifically consented to in writing by Journey, either directly or indirectly use, divulge, disclose or communicate to any person, firm, or corporation, in any manner whatsoever, any confidential information concerning any matters affecting or relating to the business of CCV, including, but not limited to the names, buying habits, or practices of any of its Customers or Suppliers, its marketing methods and related data, costs of materials, the prices it obtains or has obtained or at which it sells or has sold its products or services, sales costs, lists or other written records used in CCV's business, compensation paid to employees and other material terms of employment, or any other confidential information of, about, or concerning the business, of CCV, its manner of operation, or other confidential data of any kind, nature, or description. The parties hereby stipulate that as between them, the foregoing matters are important, material, confidential, and proprietary and affect the successful conduct of the business of CCV and its goodwill, and that any breach of any term of this Section 6.5 is a material breach of this Agreement.

6.6 Breaches. CCV and Journey, as the case may be, shall, in the event they become aware of the impending or threatened occurrence of any event or condition which would cause or constitute a material breach (or would have caused or constituted a breach had such event occurred or been known prior to the date hereof) of any of its representations or agreements contained or referred to herein, give prompt written notice thereof to the other party and use their best efforts to prevent or promptly remedy the same.

6.7 Taxes.

6.7.1. Payment of Taxes; Filing of Returns. CCV shall remain liable for the filing of all tax returns and reports and for the payment of all federal, state and local taxes of CCV accrued or assessed for any period ending on or prior to the Closing Date. Necessary funds to offset any such tax obligations shall be withheld from the escrowed funds referenced at Section 5.1.13 as may be necessary to satisfy future obligations. CCV shall remain so liable for the payment of all of their taxes attributable to CCV operations prior to the Closing Date or relating to the consummation of the transactions contemplated herein, and shall indemnify and hold Journey harmless from and against all liability in connection therewith. The provisions of this Section 6.7.1 shall survive the Closing Date.

6.7.2. Sales Taxes. Journey and CCV shall equally bear the responsibility for sales, use or other similar taxes due by CCV, if any, arising out of the consummation of the transactions contemplated herein and for the filing of all necessary tax returns and reports with respect to such taxes.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Executed Counterparts. This Agreement may be executed in any number of counterparts and all counterparts shall be considered together as one agreement.

7.2 Successors and Assigns. Except as expressly provided in this Agreement, each and all of the covenants, terms, provisions, conditions and agreements herein contained shall be binding upon and shall insure to the benefit of the successors and assigns of the parties hereto.

7.3 Section Headings. The section headings used in this Agreement are inserted for convenience and identification only and are not to be used in any manner to interpret this Agreement.

7.4 Severability. Each and every provision of this Agreement is severable and independent of any other term or provision of this Agreement. If any term or provision hereof is held void and invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the remainder of this Agreement.

7.5 Governing Law. This Agreement shall be governed by the laws of the State of Texas.

7.6 Entire Agreement; No Third-Party Beneficiaries. This Agreement constitutes the entire understanding among the parties hereto and supersedes any and all prior written or oral agreements, understandings, and negotiations, between them respecting the subject matter contained herein and is not intended to confer on any person, other than the parties hereto, any rights or remedies.

7.7 Additional Documentation. The parties hereto agree to execute, acknowledge and cause to be filed and recorded, if necessary, any and all documents, amendments, notices and certificates which may be necessary or convenient under the laws of the State of Texas or State of West Virginia.

7.8 Attorney's Fees. If any legal action is necessary to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

7.9 Amendment. This Agreement may be amended or modified only by a writing signed by all parties.

7.10 Remedies Cumulative. The remedies of the parties under this Agreement are cumulative and shall not exclude any other remedies to which any person may be lawfully entitled.

7.11 Waiver. No failure by any party to insist on the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy on a breach shall constitute a waiver of any such breach or of any other covenant, duty, agreement, or condition.

7.12 Assignability. This Agreement is not assignable by either party without the expressed written consent of all parties.

7.13 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or by Federal Express or similar overnight courier service, fees prepaid, or by facsimile transmission (upon telephone confirmation of receipt of same) or otherwise actually delivered, addressed as follows:

If to Journey:

Mr. Scott Avery
CFO
Journey Education Marketing, Inc.
13755 Hutton Drive, Suite 500
Dallas, Texas 75234
telephone: (972) 481-2029
facsimile: (972) 481-2129

With a copy to:

Richard Fisch, Esq.
Malizia Spidi & Fisch, PC
901 New York Avenue, N.W.
Suite 210 East
Washington, DC 20001
telephone: (202) 434-4660
facsimile: (202) 434-4661

If to CCV:

CCV Software, Inc.
Thomas C. Naerebout
CFO
CCV Software
1555 Indian River Blvd, Ste B111
Vero Beach, FL 32960
Telephone: (772) 978-0603

With Copy to:

Gerald R. Stowers
Bowles Rice McDavid Graff & Love LLP
Post Office Box 1386
Charleston, West Virginia 25325-1386
Telephone: (304) 347-1112
Facsimile: (304) 347-1756
gstowers@bowlesrice.com

7.14 Exhibits and Disclosure Schedules. All Disclosure Schedules and Exhibits referred to in and attached to this Agreement are incorporated herein by such reference as if fully set forth in the text hereof.

7.15 No Waiver of Rights. Any waivers hereunder must be made in writing, and failure of any party at any time to require the other parties' performance of any obligation under this Agreement shall not affect the right subsequently to require performance of that obligation. Any waiver of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision or a waiver or modification of the provision.

7.16 Time. All parties agree that time is of the essence as to this Agreement.

7.17 Disputes. The parties agree to cooperate and meet in order to resolve any disputes or controversies arising under this Agreement. Should they be unable to do so and the amount in dispute is in excess of \$25,000, then either may elect arbitration under the rules of the American Arbitration Association, before a complex litigation panel, and both parties are obligated to proceed thereunder. Arbitration shall proceed in Dallas County, Texas and the parties agree to be bound by the arbitrator's award, which may be filed in the appropriate Texas court. The parties consent to the jurisdiction of Texas courts for enforcement of this determination by arbitration. The prevailing party shall be entitled to reimbursement for his attorney's fees and all costs associated with arbitration.

7.18 Provision Not Construed Against Party Drafting Agreement. This Agreement shall be deemed to have been drafted by all parties and, in the event of a dispute, no party hereto shall be entitled to claim that any provision should be construed against any other party by reason of the fact that it was drafted by one particular party.

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IN WITNESS WHEREOF, each of the Parties hereto has duly executed and delivered this Agreement or has caused this Agreement to be executed and delivered in its name and on its behalf by its representative thereunto duly authorized, all as of the date first written above.

JOURNEY EDUCATION MARKETING, INC.

By: _____
Michael Fischler
President

CCV SOFTWARE, INC.

By: Catherine C. Chandler, President
Catherine C. Chandler

CCV SHAREHOLDERS

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Catherine C. Chandler
Thomas C. Naerebout
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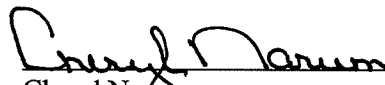
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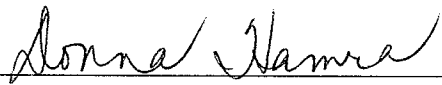
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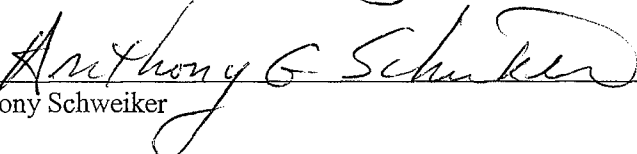
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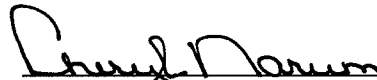
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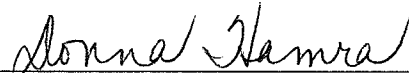
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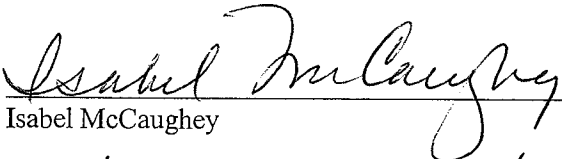
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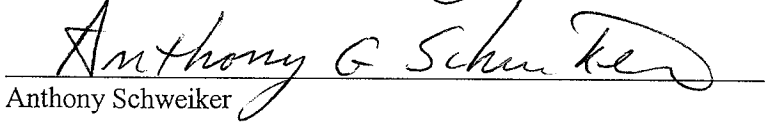
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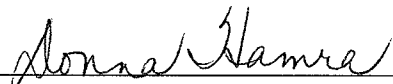
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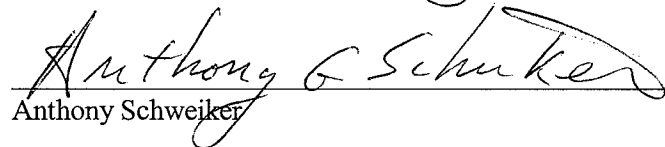
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JOURNEY EDUCATION MARKETING, INC.

By:

Michael Fischer
President



Approved by:

Michael S. Fischer
President & CEO



CCV SOFTWARE, INC.

By:

Catherine C. Chandler

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Thomas C. Naerebout

Cheryl Narum

Donna Hamra

Isabel McCaughey

Anthony Schweiker