

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fujitsu Computer Systems Corporation		11/08/2008	CORPORATION: FLORIDA-CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	TMV Holdings, Inc.
<b>Street Address:</b>	6255 Barfield Road
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30328
<b>Entity Type:</b>	CORPORATION: FLORIDA

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3326593	NEOBATCH
Registration Number:	3535343	NEOKICKS
Registration Number:	2885219	NETKICKS
Registration Number:	3562500	NEOSORT

**CORRESPONDENCE DATA**

Fax Number: 4042644033  
 Phone: 404-264-4040  
 Email: trademark-at@btlaw.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Jason A. Bernstein  
 Address Line 1: c/o Barnes & Thornburg LLP  
 Address Line 2: 3475 Piedmont Road, NE, S. 1700  
 Address Line 4: Atlanta, GEORGIA 30305



## AGREEMENT FOR PURCHASE AND SALE OF ASSETS

This AGREEMENT FOR PURCHASE AND SALE OF ASSETS, dated as of November 10, 2008, is entered into between TMV HOLDINGS, INC., a Florida corporation ("Purchaser"), and FUJITSU COMPUTER SYSTEMS CORPORATION, a California corporation ("Seller"). Certain capitalized terms used herein are defined in Section 15.13.

### RECITALS

- A. Seller has developed and licenses to third parties and supports certain software tools, collectively called NeoTools, that complement the NetCOBOL software;
- B. Purchaser desires to buy and Seller desires to sell, on the terms and conditions hereinafter set forth, all of the designated assets (other than the "Excluded Assets") of Seller used exclusively with respect to NeoTools (the "Business"); and
- C. Purchaser and Seller's parent company, Fujitsu Limited, shall separately negotiate and enter into an agreement whereby Purchaser may distribute various compiler products, it being understood that the transaction hereunder is contingent upon the execution of such separate agreement.

### AGREEMENT

In consideration of their respective representations, warranties and agreements contained herein, the parties hereto mutually agree as follows:

#### ARTICLE I. CLOSING DATE; SALE AND PURCHASE OF ASSETS

##### 1.1 Closing Date.

The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place on November 13, 2008, or such other time as hereafter may be agreed upon by Purchaser and Seller (the "Closing Date").

##### 1.2 Sale and Purchase.

At the Closing, subject to the terms and conditions set forth herein, Seller shall sell, transfer, convey and assign to Purchaser, and Purchaser shall purchase from Seller, free and clear of any and all liens, claims and encumbrances (except as provided under this Agreement) the Business of Seller and the books and records solely relating thereto, which are listed on Exhibit A, excepting those assets listed in Exhibit B hereto, including accounts receivable, (collectively, the "Excluded Assets") as well as excluding any assets which are shared between the Business and other units of Seller. The assets of Seller to be purchased pursuant to this Section 1.2 are referred to in this Agreement as the "Assets."

licenses, permits and governmental authorizations currently required for the conduct of the Business.

### 3.6 Liabilities.

As of the Closing Seller will have no material liabilities or obligations related to the Assets which Purchaser is acquiring or assuming that will not be reflected or provided for on the Closing Balance Sheet in accordance with Seller's accounting practices or as set forth on Item 3.6 of the Disclosure Schedule or which are excluded as inter-company payables and liabilities described in Section 3.4(c).

### 3.7 Property & Equipment.

The equipment of Seller included in the Assets which will be reflected in the Closing Balance Sheet, which equipment is listed in Item 3.7 of the Disclosure Schedule, is valued at actual cost less depreciation except for the intellectual property assets.

Seller has title to all equipment included in the Assets reflected in the Closing Balance Sheet or acquired after the date thereof, free and clear of all encumbrances & liens, charges, or claims by any person of any kind, except as set forth in Item 3.7 of the Disclosure Schedule.

### 3.8 Customer Lists.

The list of customers who are currently receiving support from Seller is set forth in Item 3.8 of the Disclosure Schedule.

### 3.9 Contracts.

Item 3.9 of the Disclosure Schedule contains a list of all contracts or the applicable forms thereof which relate to customers currently receiving support from Seller and which involve the receipt of funds in excess of \$5,000 annually and which extend beyond the Closing. Seller has performed in all material respects all of the obligations under them which are or will be required to be performed by it prior to the Closing under such contract. As of the Closing, Seller will not be in default under the terms of any of the contracts to which it is then a party or by which it is then bound (other than Excluded Assets) relating to the Business. Seller will use its reasonable efforts to obtain consents and approvals in connection with the assignment of same to Purchaser in accordance with Section 5.4.

### 3.10 Intellectual Property Rights.

Item 3.10 of the Disclosure Schedule lists all trademarks, domain names, registration utilities and the GAR portal owned by Seller specifically in connection with the Business and other material intellectual property owned by Seller specifically in connection with the Business (collectively, "Intellectual Property Rights"). Except as set forth in the Disclosure Schedule as to those aspects of NeoTools which are owned by other licensors, (i) Seller is the owner of the Intellectual Property Rights; (ii) no royalties, or fees are

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and their respective corporate seals, if any, affixed hereto, as of the date first above written.

FUJITSU COMPUTER SYSTEMS CORP.

TMV HOLDINGS, INC.

By: *[Signature]*  
Title: President & CEO

By: *[Signature]*  
Title: President

DISCLOSURE SCHEDULES

Schedule to Section 3.6

None identified as of the Closing Date.

Schedule to Section 3.7

None identified as of the Closing Date.

Schedule to Section 3.8

To the best of Seller's knowledge, as of the Closing Date, the applicable customer lists are set forth in Exhibit D.

Schedule to Section 3.9

To the best of Seller's knowledge, as of the Closing Date, the applicable contracts are those set forth in Exhibit D, for which the figure at Column F shows an amount of \$5,000 or greater.

Schedule to Section 3.10:

(1) To the best of Seller's knowledge, as of the Closing Date, the trademarks owned by Seller in connection with the Business are:

Registered Trademarks

NeoBatch (US Reg. 3326593, SN 78699881)

NeoKicks (US Reg. 2885219, SN 78458436) ←

Correct Reg. No. is 3,535,343

NetKicks (US Reg. 2885219, SN 78216645)

Trademark Registration in Process

NeoSort (SN 78216645) ←

Now Reg. No. 3,562,500

Common Law Marks

EZSource

NeoData

Both of the above two marks have not been registered by Seller, and Seller notes that there are same or similar marks registered with the U.S. Patent & Trademark Office.

(2) To the best of Seller's knowledge, as of the Closing Date, the domain names owned by Seller in connection with the Business are:

<http://www.netcobot.com>