

ASSIGNMENT OF ALL RIGHTS IN COMPUTER SOFTWARE

This Assignment of All Rights in Computer Software (the "Agreement") is made and effective April 1, 2010,

BETWEEN: **SEB SW Development Company** (the "Owner"), a corporation organized and existing under the laws of the State of Ohio, with its head office located at:

123 Club Road, Ohio, U.S.A. 45701

AND: **TBB Corporation** (the "Buyer"), a corporation organized and existing under the laws of the State of Illinois, with its head office located at:

1000 West Kinzie Street, Near North, IL 60654

RECITALS

- A. Owner represents and warrants that it has full and complete ownership of all right, title, and interest in and to certain computer software programs commonly known as SEB123 Software and which are described in more detail in Exhibit "A" attached hereto (hereinafter referred to as the "Software"), including but not limited to all Copyrights, Trademarks, Trade names, Service Marks, Patents, and other proprietary rights associated with such Software.
- B. Owner has marketed the Software to the general public pursuant to the terms of standard form end user software licenses, in form attached hereto as Exhibit "B" ("End User License").
- C. Attached hereto as Exhibit "C" is a list of all third parties to which Owner has licensed the right to use the Software pursuant to the terms of the End User License, together with the address and telephone number of each such licensee.
- D. Buyer wished to purchase from the Owner, all right, title and interest in and to the Software and to assume all obligations under the End User Licenses.
- E. Owner wishes to sell the Software to the Buyer and convey and assign the End User Licenses to the Buyer, all in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms and conditions relative to the sale and purchase of the Software.

1. PURCHASE AND SALE

- 1.1 Owner hereby transfers and conveys to the Buyer, for the Purchase Price described herein, and subject to the terms and conditions set forth in this Agreement, all of the Owner's right, title and interest in and to the Software, in perpetuity, including the following:
- (i) Any and all trademarks and logos used in connection with such Software.
 - (ii) The Copyright and right to Copyright the Software and all components and functions thereof, including but not limited to the rights under the Copyright Registered with the U.S. Copyright Office as 1234567, the original certificate of registration to be delivered to the Buyer.
 - (iii) Right, title and ownership in and to all media containing copies of the Software, including but not limited to CD's, floppy discs, and all other media contained copies of the Software.
 - (iv) All right, title and interest in and to all documentation, tutorials, instructions, help guides and files, and all other documents and items relative to the Software, and all proprietary rights, including Copyrights and other rights related thereto.
 - (v) All right, title and interest of the Owner to all modifications, enhancements, improvements, derivative works and other works based in whole or in part upon the Software.
 - (vi) All right, title, and interest of the Owner in, to and under all license, agreement, contracts, leases and other documents to which the Owner is a party or third party beneficiary which pertain, directly or indirectly, to the Software.
 - (vii) All rights to enter into license agreements with parties who may currently be using "shareware" versions of the Software.
 - (viii) All customer lists, shareware user lists and other documentation relative to the Software.
- 1.2 In consideration of the transfer of the Software described herein, Buyer agrees to pay a one-time payment to the Owner in an amount equal to One Hundred and Forty Two Thousand Dollars (\$142,000). Such payment shall be due and payable in full within thirty (30) days following the execution of this Agreement.

2. SHAREWARE

- 2.1 Upon execution hereof, Owner shall deliver to the Buyer, a complete and accurate listing of all websites, software packages, and other media in which the Software has been included as Shareware and/or Demonstration Versions.
- 2.2 Upon execution hereof, Owner shall deliver to Buyer a complete and accurate listing of all information in its possession regarding software users who have downloaded the Software as Shareware or Demonstration Versions from the Internet sites on which the Software is available for download as Shareware.
- 2.3 The Buyer shall have the right to any and all revenues arising from the licensing of the Software arising from all shareware sources.
- 2.4 The Owner represents and warrants to the Buyer that it has never offered the Software as "freeware" through any source.

3. DELIVERY OF MEDIA AND DOCUMENTATION

Upon execution of this Agreement, Owner shall deliver and convey to the Buyer (i) all media containing copies of the Software in any form, (ii) all media containing object code formats of the Software, (iii) 2 master copies of the Software on CD, which master copies shall include both the source code and object code forms of the Software, (iv) all documentation, help files, and other documentation described in this Agreement, (v) all customer lists, shareware lists and other listings required by the terms of this Agreement, (vi) original Certificates of Registration of all aspects of the Software and other rights conveyed hereunder, (vii) an originally executed Assignment of Copyright, in form recordable in the office of the Registrar of Copyrights, pertaining to all copyrights to be conveyed hereunder, (viii) all other reports and documents pertain to the Software, including but not limited to error reported, virus reports, customer complaints, customer enhancement and improvement, enhancement plans, specifications, schematics, suggestions, internal memorandum, and related correspondence.

4. OWNER REPRESENTATIONS AND WARRANTIES

Owner makes the following representations and warranties to the Buyer as material inducements for the Buyer to enter into this transaction and to purchase the Software. All such representations and warranties shall survive the conveyance of the Software.

- 4.1 Owner has the exclusive rights in and to the Software, including all tangible and intangible property rights to all components of the Software and other items conveyed hereunder and the Software does not infringe upon or interfere with the patents, copyrights trademarks, trade secrets or other proprietary rights of any other party.
- 4.2 Owner (or bona fide employees) performed all work related to the development of the Software and all other items conveyed hereunder, and as such, the Owner is the "author" of the Software as that term is defined under the U.S. Copyright Act.
- 4.3 The Software is free and clear of all liens, encumbrances, claims, suits, equities, suits, attachments, or any other right or claim of any third party.
- 4.4 The Software is fully eligible for protection under the U.S. Copyright Act as an original work of authorship of the Owner and upon consummation of the conveyance described herein all such rights will be conveyed unconditionally and in perpetuity to the Buyer.
- 4.5 From and after the date hereof, Owner shall not disclose and shall take all affirmative actions necessary to protect against the disclosure or use (use by any third party or by the Owner) of all proprietary technical information related to the development of the Software. Owner acknowledges and agrees that all such information is proprietarily connected to the Purchase Software and that the release, disclosure or use of such information would have an adverse affect on the ability of the Buyer to use and exploit the Software. As such, such information shall be considered a "trade secret" of the Buyer.
- 4.6 All source code and other systems specifications have been protected as trade secrets and have not been disclosed to any other party. All employees who have had access to any of the same are bound to enforceable confidentiality agreements.
- 4.7 Appropriate copyright notices have been included on all publications of the Software.
- 4.8 Any and all independent contractors who have contributed any aspect of the development of the Software have assigned and conveyed all of their rights in and to any aspect of the Software to the Owner so that upon conveyance hereunder to the Buyer, Buyer will have full and unrestricted title and right to all aspects of the Software and will not be subject to any claims from any such independent contractor or any other party.

- 4.9 Owner has not entered into any remarketer agreements, distributions agreements or licenses, or any other agreements that licenses or gives and right to any other party or places any obligation on the Owner regarding the marketing, sale or advertising of the Software.

5. LICENSE AGREEMENTS

- 5.1 Owner represents and warrants to the Buyer that it has not granted or licensed any rights to use the Software to any party except for those parties who have licensed the use of the Software pursuant to the End-User License, which parties are completely listed in Exhibit "B" attached hereto.
- 5.2 Owner represents and warrants to the Buyer that a valid and enforceable End-User License is in full force and effect with each of the end users listed in Exhibit "B" attached hereto and that only the form of End-User License attached hereto as Exhibit "A" has been used in connection with the license of any rights to use the Software. Such End-User Licenses have not been amended or modified in any way from the form attached hereto as Exhibit "A".
- 5.3 Neither Owner nor any other party to an End-User License is in default under their obligations under such license.
- 5.4 Owner represents and warrants that there are no services required to be rendered in connection with any End-User License, including but not limited to training, warranty coverage, enhancements, modifications, customer support or any other service, and Owner indemnifies and holds Buyer harmless from and against any and all costs associated with the same.
- 5.5 Owner represents and warrants that each end-User License is fully assignable to the Buyer without the requirement of receiving any consent or approval from the end user or any other party.
- 5.6 All End-User Licenses are hereby transferred and conveyed to the Buyer. Except as specifically provided herein, Buyer assumes all responsibility with respect to the End-User License except that Owner retains responsibility for all matters which accrued prior to the date of this Agreement.
- 5.7 Owner shall retain any and all amount paid to the Owner relative to the End-User Licenses prior to the date of this Agreement. Buyer shall retain all revenues received relative to the End-User Licenses on or after the date of this Agreement.
- 5.8 Owner shall be obligated to notify all end users listed on Exhibit "B" hereto that Owner has sold and conveyed the Software to the Buyer. Such notification shall include be in form reasonably satisfactory in form and content to the Buyer. Such notices shall be transmitted within 30 days of the date hereof. Any subsequent communication with respect to the Software shall be directed to the Buyer.

6. DOCUMENTS OF CONVEYANCE AND FURTHER ACTS

- 6.1 Owner shall have an ongoing obligation following the date of this Agreement to execute any documents of conveyance and to take all further actions reasonably required by the Buyer to fully transfer ownership in all items being conveyed hereunder to the Buyer and to record said assignments with all applicable governmental offices and confirm the Buyer's ownership to any third party.

- 6.2 The requirement to execute further documents and take further actions shall include, but shall not be limited to (i) execution, acknowledgments and delivery of affidavits, assignments, deeds, bills of sale, confirmations, certificates and other documents, (ii) providing depositions and court testimony confirming ownership and conveyance, (iii) executing certificates to auditors, and (iv) such other actions that are reasonably requested by the Buyer.

7. LIMITATIONS ON WARRANTIES

Owner represents and warrants, in addition to the other representations and warranties containing in this Agreement that the Software functions in full conformance with the Software Specifications that have been provided to the Buyer in all material respects. Owner shall be responsible to the Buyer for all costs and expenses of the Buyer that are necessary to cause the Software to function to specification as a whole or in connection with any End-User.

Except as otherwise specifically warranted in this Agreement, OWNER DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. NOTICE

Any notification or written communication required by or contemplated under the terms of this Agreement shall be in writing and shall be deemed to be delivered if transmitted via Email at the Email addresses listed below, except for any notice of termination of this Agreement which shall be in writing and sent by Certified Mail, Return Receipt Requested and shall be deemed to have been delivered 3 business days after the date of mailing. Email addresses for such notices shall be:

If To Buyer: 123@sebsw.or.us

If To Owner: 457@tbb.or.uw

9. ASSIGNMENT

Neither this Agreement nor any right, interest, duty or obligation hereunder may be assigned by the parties hereto except that the representations and warranties made by the Owner shall survive the transfer of the Software and shall be for the benefit of any subsequent assignee or purchaser of the Software from the Buyer.

10. APPLICABLE LAW

In interpreting the terms of this Agreement, the parties agree that the laws of the State of Ohio shall be applicable. All suits permitted to be brought in any court shall be in the State of Ohio

11. MODIFICATION

If any provisions hereof are deemed to be illegal or unenforceable by a court of competent jurisdiction, the enforceability of effectiveness of the remainder of the Agreement shall not be affected and this Agreement shall be enforceable without reference to the unenforceable provision. No party's waiver of any breach or accommodation to the other party shall be deemed to be a waiver of any subsequent breach.

12. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes and replaces all prior discussions, agreements, proposals, understandings, whether orally or in writing, between the parties related to the subject matter of this Agreement. This Agreement may be changed, modified or amended only in a written agreement duly executed by an authorized representative of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

OWNER

BUYER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title