

Attorney Docket No. : 39015-001

Form PTO-1595
(Rev. 03/01)

RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Chemko Optical Supplies, Inc.

2. Name and address of receiving party(ies)

Name: **BusinessNet Holdings Corp.**

Internal Address: _____

Street Address: **1 Bannisters Wharf**

City: **Newport** State: **RI** Zip: **02840**

Additional name(s) of conveying party(ies) attached? Yes No

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other **Purchase Agreement**

Execution Date: **December 12, 1999**

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/396,126; PCT/US00/40846

B. Patent No.(s)

5,743,920; 5,851,328; 5,975,696

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Proskauer Rose LLP**

Internal Address: **Patent Department**

Street Address: **1585 Broadway**

City: **New York** State: **NY** Zip: **10036**

6. Total number of applications and patents involved: **5**

7. Total fee (37 CFR 3.41).....\$ **200.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-2500

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Rachel S. Watt



August 16, 2001

Name of Person Signing
Patent Agent, Reg. No. **29,161**

Signature

Date

Total number of pages including cover sheet, attachments, and documents: **21**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PURCHASE AGREEMENT

THIS AGREEMENT IS MADE this 12th day of December, 1999 by and among BUSINESSNET HOLDINGS CORP., a Delaware corporation with its principal office at 1 Bannisters Wharf, Newport, RI 02840 (hereinafter referred to as "PURCHASER"); CHEMKO OPTICAL SUPPLIES, INC., a Florida Corporation with its principal office at 8541 Bolton Avenue, Hudson, FL 34667 (hereinafter referred to as "Acquired Company"), and the current shareholders of the Acquired Company, including GEORGE KOHAN, HANNELORE KOHAN, PETER JAMES MARKHAM, DAVID KOHAN, and PHILLIP KOHAN, and THOMAS GOEBEL, holder of an option to acquire the common stock of the Acquired Company, (hereinafter referred to as "Shareholders").

WITNESSETH:

WHEREAS, Purchaser desires to acquire 1,000,000 shares of the Acquired Company representing 100% of the issued and outstanding capital stock of the Acquired Company upon the terms and conditions hereinafter set forth; and

WHEREAS, the parties intend that this transaction qualify as a tax-free exchange of stock as defined in the Internal Revenue Code of 1986, Section 368(a)(1)(B);

NOW, THEREFORE, in consideration of these premises, the parties hereto agree as follows:

1. **OWNERSHIP OF COMMON STOCK.** The common stock of the Acquired Company, \$0.001 par value, is currently held as follows:

<u>Name</u>	<u>Number of Shares</u>
George and Hannelore Kohan	850,000
Peter James Markham	50,000
David Kohan	50,000
Philip Kohan	50,000
ITS Consulting Group, LLC	225,000
Hermann Burckhardt	225,000
Joseph De Gise	225,000
John E. Lux	75,000

All of the above persons shall be referred to in this Agreement as the "Shareholders."

The Shareholders warrant to the Purchaser that as of the date hereof and with regard to all Shareholders as of the Closing date, that the Shareholders do and will own good title to all of their stock in the Acquired Company free and clear of all liens, charges and encumbrances of any kind and have full right and power to transfer the ownership thereof. The Shareholders further warrant that they own all of the common stock in the Acquired Company and that there is no other class of securities issued or outstanding in the Acquired Company.

2. **PURCHASE OF SHARES.** Purchaser hereby agrees to acquire from Shareholders, and the Shareholders agree to transfer to the Purchaser, all of the shares of Common Stock of the Acquired Company upon the terms and conditions set forth herein.

3. **TERMS OF PURCHASE.** The purchase price for the shares shall be payable as follows:

At the time of Closing, the Purchaser shall issue and deliver to the Shareholders or their designees, pro rata, fully-paid and non assessable shares of Common Stock of the Purchaser with a market value of Five Million, Two Hundred and Fifty Thousand Dollars (\$5,250,000) based upon the average bid prices of the Purchaser's common stock for the twenty (20) trading days immediately preceding the date of Closing, provided, however, that the Shareholders shall receive not less than One Million, Seven Hundred and Fifty Thousand Shares. Such shares shall be issued in accordance with an exemption from registration afforded by the Securities Act of 1933, as amended. Purchaser shall deliver these shares to the Shareholders in proportion to their ownership in the Acquired Company as of the Closing date. Such shares shall be restricted under the Securities Act of 1933, but not otherwise.

Provided further, however, that if the shares of the Common Stock of the Purchaser shall, for the last twenty trading day period before the end of one year from the date of Closing fall below \$3.00 per share average closing bid price, then the Purchaser shall issue to the Shareholders additional shares. The number of additional shares to be issued to the Shareholders shall be determined by dividing three million by the average closing bid price per share of the Purchaser's common stock for the previous twenty trading days and subtracting the shares already issued at Closing, but in any event the total number of shares, including the shares issued at Closing and such additional shares, issued by Purchaser to the Shareholders shall not be more than three million. Purchaser shall deliver these shares to the Shareholders in proportion to their ownership in the Acquired Company as of the Closing date. Such shares shall be restricted under the Securities Act of 1933, but not otherwise. Purchaser shall have the option of providing cash in lieu of all or part of such additional stock. The amount of such cash provided in lieu of stock shall be equal to the average closing bid price for the last twenty trading days before the end of the one year period times the number of shares so replaced by cash.

The number of shares delivered to the Shareholders shall be adjusted for any stock split, stock dividend, or like change in with respect to Purchaser's stock prior to Closing.

4. **DELIVERY OF THE STOCK AT CLOSING.** At the time of the closing of the purchases set forth above, the Shareholders and/or the Acquired Company shall deliver to Purchaser stock certificates representing the Shares purchased herein duly endorsed for transfer to the Purchaser. Upon receipt of these shares, the Purchaser shall direct Liberty Stock Transfer Company, as Transfer Agent for the Purchaser, to issue to the Shareholders of the Acquired Company, as their interests appear on the official Register of Shareholders of the Acquired Company, certificates representing the shares of Common Stock of the Purchaser as set forth in Paragraph 2 above.

5. **REPRESENTATIONS OF ACQUIRED COMPANY.** Acquired Company represents and warrants to Purchaser as follows:

5.1. That the Acquired Company has been duly organized in the manner set forth below and that the Certificates of Incorporation have not been revoked or canceled nor has the Corporation been dissolved;

5.2. Other than as disclosed herein, there are no lawsuits pending against the Acquired Company or its Officers or Directors, nor are there any such lawsuits threatened or anticipated, nor are there any judgments, warrants, or levies outstanding against the Acquired Company, its subsidiaries, or its property, nor are there any tax examinations or proceedings pending relating to taxes or other assessments against the Acquired Company, nor has the Acquired Company at any time taken any insolvency or bankruptcy actions;

5.3. That the Acquired Company has entered into certain lease(s) of real and personal property, which lease(s) are attached hereto as an Exhibit, and that said lease(s) are in full force and effect and that there are no defaults thereunder, and that all payments require to be made thereunder have been made as of the date of this Agreement. The Acquired Company shall have title to all real estate listed in Exhibit 5.3 hereto subject to the mortgages listed. The Acquired Company and the Purchaser shall assume all such mortgages;

5.4. That all of the chattels, trade fixtures, motor vehicles, and equipment owned or utilized by the Acquired Company is free and clear of all liens and encumbrances, except for such liens or security agreements as are set forth in Exhibit 5.4. hereto. Purchaser has been informed that all vehicles, save the 1993 Chevrolet Silverado, are being removed by the Shareholders from the Acquired Company;

5.5. The Balance Sheet of the Acquired Company as of October 30, 1999, a copy of which has been provided to Purchaser, has been prepared as a management compilation and accurately and fairly presents the financial condition and liabilities of the Acquired Company as of such date. The Purchaser understands that substantial adjustments must be made to this statement. The Shareholders shall be liable to Purchaser for any undisclosed liabilities or claims which may appear or be made subsequent to the Closing Date. The Acquired Company and the Purchaser shall assume all debts listed in Exhibit 5.5 hereto;

5.6. The Acquired Company is duly qualified and entitled to own or lease its respective properties and to carry on its business all as and in the places where such properties are now owned or such businesses are conducted;

5.7. The Acquired Company has good marketable title to all of the property and assets (including title in fee simple to all real property) included in the Balance Sheet of the Acquired Company annexed hereto, except, however, property and assets in non-material amounts sold in the ordinary course of business since the date of such Balance Sheet, and that all of the properties and assets are free of all liens, encumbrances, or claims except as set forth in the Balance Sheet;

5.8. The Acquired Company is not party to any pending or threatened litigation which might adversely affect the financial condition, business operations, or properties of the Acquired Company, nor to the knowledge of the Acquired Company is there any threatened or pending governmental or regulatory investigation, inquiry, or proceeding involving the Acquired Company except as disclosed herein;

5.9. The business, properties and assets of the Acquired Company has not, since the date of the Balance Sheet, been materially and adversely affected as the result of any fire, explosion, natural disaster, governmental act, cancellation of contracts, or any other event;

5.10. No representation by the Acquired Company or by its Officers made in this Agreement and no statement made in any certificate furnished in connection with this transaction contains or will contain any knowingly untrue statement of a material fact or omits or will omit to state any material fact necessary to make such statement, representation or warranty not misleading to a prospective purchaser of the stock of the Acquired Company who is seeking full information as to the Acquired Company and its business affairs;

5.11. The Acquired Company is a corporation duly organized and existing under the laws of Florida, with an authorized capitalization consisting of 100,000,000 shares of Common Stock, of which 1,750,000 shares are presently issued and outstanding; it does not have authorized, issued, or outstanding any other shares of stock of any class or any subscription or other rights to the issuance or receipt of shares of its capital stock; and all voting rights are vested exclusively in such capital stock. The Purchaser has been informed of the investments in the Acquired Company by the individuals listed in Exhibit 5.11 and their respective rights. The Purchaser has been informed of the two agreements listed in Exhibit 5.11 concerning prior efforts to finance the Acquired Company;

5.12. The transactions contemplated in this Agreement will not conflict with any law, regulation or decree or the like, cause a breach or default in any contract or otherwise impair any rights of the Acquired Company;

5.13. The Acquired Company has obtained or will obtain prior to Closing all necessary consents, approvals, permits, authorizations or the like from any private or governmental party needed to effectuate the intent of this Agreement;

5.14. Except as has been disclosed to the Purchaser, the Acquired Company has not employee benefit, pension, incentive or other such plans, nor any liabilities with respect to such plans;

5.15. Except as has been disclosed to the Purchaser, there are no warrants, options or other rights to purchase the securities of the Acquired Company.

5.16. The Acquired Company has disclosed to the Purchaser all employment contracts, consulting agreements, severance agreements or other agreement or policies relating to employees. The parties are preparing a further agreement concerning incentive payments to George Kohan for all further inventions to be completed before Closing;

5.17. Except as disclosed to the Purchaser, there are no taxes, fees, duties, levies, tariffs, or governmental impositions of any kind payable by the Acquired Company. The Acquired Company has filed all tax returns required to be filed and has withheld all taxes required to be withheld. There are no tax matters pending with any taxing authority;

5.18. The Acquired Company has obtained all necessary environmental permits, and other such authorizations, is in compliance with all environmental regulations and other governmental directives, is not aware of any pending environmental matters with any governmental or private entity, and has no liabilities likely to arise from its operations;

5.19. There is no broker due any compensation in connection with the transactions contemplated herein;

5.20. Except as has been disclosed to the Purchaser, there are no related party transactions with the Acquired Company;

5.21. The Acquired Company's insurance policies are sufficient to protect it in all material regards and are now and until the Closing shall be in full force and effect. The Purchaser acknowledges that all life insurance owned or purchased by the Acquired Company on the employees is being removed from the Acquired Company and given to one or more of the Shareholders as the case may be;

5.22. George Kohan has licensed to the Acquired Company all of the intellectual property given in Exhibit 5.22 hereto. At this time, as indicated in the letter from the Company's patent attorney given in Exhibit 5.22, the assignments have been prepared and are ready to be filed. The parties are preparing and will sign on or before Closing a further agreement in which Mr. Kohan will agree to assign all new technology to the Acquired Company in exchange for incentive payments contained in the employment contracts to be executed by Mr. Kohan on or before the Closing Date. This further agreement shall cover all inventions or improvements for the optical industry disclosed as per the employment agreement with Mr. George Kohan. These items of intellectual property are all of the currently existing such items. These items are all of the items necessary for the operation of the Acquired Company as contemplated in the business plan provided to the Purchaser. These items do not infringe, misappropriate on any other rights and their use will not infringe any other rights. There are no claims pending or threatened against these rights. The Acquired Company has taken all necessary steps to protect these rights. Mr. Kohan has an offer to settle the dispute with Beloptix as given in correspondence dated December 10, 1999, a copy of which is given in Exhibit 5.22, and the dispute will be settled as described therein;

The Purchaser acknowledges a dispute involving certain shareholders of a company known as Beloptix which might affect the intellectual property of the Acquired Company. The Purchaser intends to assist the Shareholders in asserting their rights in this dispute and defend the rights of the Acquired Company should this dispute not be settled before Closing. Shareholders shall use their best efforts to obtain a complete settlement and release from any claims against the intellectual property of George Kohan being assigned to the Acquired Company. don 2

6. DELIVERY OF CORPORATE RECORDS AT CLOSING. Acquired Company shall cause to be delivered to Purchaser at the time of closing of either of the transactions contemplated herein the Corporate Minute Books, Stock Certificate Ledgers and unissued Certificates, and the Corporate Seals of the Acquired Company.

7. EMPLOYMENT AGREEMENTS AND CONSULTING AGREEMENTS.

At the time of closing, the parties agree to enter into certain Employment Agreements with the Executive Officers of the Acquired Company, copies of which Agreements are annexed hereto as an Exhibit 7. This Agreements shall provide for the services to be rendered by and the terms and conditions of employment of such Executive Officers of the Acquired Company of the Purchaser following the Closing.

8. UNDERTAKINGS BY THE ACQUIRED COMPANY.

8.1. The Officers and Directors of the Acquired Company shall not cause, suffer or permit the Acquired Company, subsequent to the date hereof and prior to the delivery of the Shares as contemplated hereunder, to issue any additional shares or securities except as already disclosed to the Purchaser; make any distribution to its shareholders; mortgage, pledge, or subject to lien or encumbrance any of its properties or assets except in the ordinary course of its business; sell or transfer any of its assets, tangible or intangible, except in the ordinary or usual course of business; incur or become liable for any obligations or liabilities except for current liabilities incurred in the ordinary and usual course of business; or increase the rate of compensation of its Officers or employees;

8.2. During the period prior to the closing date hereunder the Acquired Company shall conduct its business operations in the usual and normal course. During this period, the Acquired Company will not change its incorporation documents or by-laws, pledge or encumber any assets, sell or dispose of any assets, declare a dividend or other distribution, transfer or license any rights in the intellectual property, acquire or merge with any entity, guarantee any obligation, change employee compensation, pay or settle any claims, make any material contracts or take any other material action without the consent of the Purchaser. The Acquired Company will not take any action which would prevent or hinder the transactions contemplated in this Agreement.

9. REPRESENTATIONS BY PURCHASER. Purchaser represents and warrants to the Acquired Company as follows:

9.1. That Purchaser has been duly organized pursuant to the laws of the State of Delaware and that its Certificate of Incorporation has not been revoked or canceled nor has the Corporation been dissolved;

9.2. Other than as disclosed herein, there are no lawsuits pending against Purchaser or its Officers or Directors, nor are there any such lawsuits threatened or anticipated, nor are there any judgments, warrants, or levies outstanding against Purchaser, or its property, nor are there any tax examinations or proceedings pending relating to taxes or other assessments against Purchaser, nor has Purchaser at any time taken any insolvency or bankruptcy actions;

9.3. That all of the chattels, trade fixtures, motor vehicles, and equipment owned or utilized by Purchaser, if any, are free and clear of all liens and encumbrances, except for such liens or security agreements as are set forth an Exhibit hereto;

9.4. The Balance Sheet of Purchaser as of September 30, 1999 as filed with the United States Securities and Exchange Commission on Form 10-QSB, a copy of which has been provided to the Acquired Company, has been prepared as a management compilation and accurately and fairly presents the financial condition and liabilities of Purchaser as of such date, and that Purchaser shall be liable to the Acquired Company and the Shareholders for any undisclosed liabilities or claims which may appear or be made subsequent to the Closing Date;

9.5. Purchaser is duly qualified and entitled to own or lease its respective properties and to carry on its business all as and in the places where such properties are now owned or such businesses are conducted;

9.6. Purchaser has good marketable title to all of the property and assets (including title in fee simple to all real property) included in the Balance Sheet of Purchaser annexed hereto, except, however, property and assets in non-material

amounts sold in the ordinary course of business since the date of such Balance Sheet, and that all of the properties and assets are free of all liens, encumbrances, or claims except as set forth in the Balance Sheet;

9.7. Purchaser is not party to any pending or threatened litigation which might adversely affect the financial condition, business operations, or properties of Purchaser, nor to the knowledge of Purchaser is there any threatened or pending governmental or regulatory investigation, inquiry, or proceeding involving Purchaser except as disclosed herein, and that at the present time it is exempt from all filings required to be made pursuant to the Securities Act of 1934, as amended;

9.8. All returns for income taxes, surtaxes, and excess profits taxes of Purchaser for all periods up to and including the calendar year 1998 have been duly prepared and filed in good faith and all taxes and assessments shown thereon have been paid or accrued on Purchaser's books; all state franchise taxes and real and personal property taxes have been paid as of the dates due; and no proceeding or other action has been taken for the assessment or collection of additional taxes for any such periods;

9.9. The business, properties and assets of Purchaser have not, since the date of the Balance Sheet, been materially and adversely affected as the result of any fire, explosion, natural disaster, governmental act, cancellation of contracts, or any other event;

9.10. No representation by Purchaser or by its Officers made in this Agreement and no statement made in any certificate furnished in connection with this transaction contains or will contain any knowingly untrue statement of a material fact or omits or will omit to state any material fact necessary to make such statement, representation or warranty not misleading to a prospective purchaser of the stock of Purchaser who is seeking full information as to Purchaser and its business affairs.

9.11. Purchaser at the time of the Closing will have an authorized capitalization consisting of not less than 50,000,000 shares of Common Stock , and 1,000,000 shares of unclassified Preferred Stock of which not more than 3,875,000 shares of

Common Stock and 200,000 shares of Preferred Stock will be issued and outstanding at the time of Closing; it does not have authorized, issued, or outstanding any other shares of stock of any class or any subscription or other rights to the issuance or receipt of shares of its capital stock; and all voting rights are vested exclusively in such capital stock.

9.12. Purchaser shall indemnify the Acquired Company and the Shareholders for any liability incurred in connection with the transactions contemplated by this Agreement and pay any reasonable legal expense incurred.

9.13. The Purchaser will cause all employees to be paid on or before the second day of the month.

10. **CONDITIONS PRECEDENT TO CLOSING.** All obligations of Acquired Company and Purchaser under this Agreement are subject to the fulfillment, on or prior to the closing date, of each of the following conditions:

10.1. That the representations of Purchaser and Acquired Company shall be true at and as of the closing date as though such representations were made at and as of such time;

10.2. That Purchaser shall have received a written opinion, dated on the closing date, of counsel representing the Acquired Company, to the effect that the Acquired Company has been duly incorporated and is in good standing under the laws of the State of its organization with a capitalization as represented in this Agreement; that the Acquired Company is duly licensed or qualified to do business in any and all States or jurisdictions in which it does business or where in the opinion of Counsel such qualification is required; that such counsel knows of no litigation, investigation, or governmental proceeding pending or threatened against the Acquired Company which might result in any material adverse change in the

business, properties, or financial condition of the Acquired Company or in any liability on the part of the Acquired Company; and that the assignment and delivery of the Shares of the Acquired Company pursuant to this Agreement will vest in Purchaser all right, title and interest in and to such Shares, free and clear of all liens, encumbrances and equities;

10.3. That Purchaser shall have received a certificate dated on the closing date and signed by the President of the Acquired Company, that since the date of this Agreement the Acquired Company has not done or permitted to be done any of the acts or things prohibited by this Agreement;

10.4. That no claim or liability not fully covered by insurance shall have been asserted against the Purchaser or the Acquired Company nor has either party suffered any loss on account of fire, flood, accident or other calamity of such a character as to materially adversely affect their financial condition, regardless of whether or not such loss shall have been insured.

10.5. That all covenants and indemnifications made herein by Purchaser and by the Acquired Company which are to be performed at or prior to closing shall have been duly performed;

10.6. That at the time of closing the Common Stock of Purchaser will be registered pursuant to the Securities Act of 1934, as amended, and all reports required to be filed by Purchaser thereunder shall have been filed, and that Purchaser at the time of the closing shall not be the subject of any investigation or inquiry by the Securities and Exchange Commission, the National Association of Securities Dealers, and any other State or Federal regulatory body.

10.7. Purchaser shall have received an opinion of its accountants that the transaction will comply with the accounting requirements of the Purchaser under the Securities and Exchange Act of 1934 and the regulations thereunder.

11. **NO OTHER DISCUSSIONS.** The shareholders and the Acquired Company will not enter into or discuss, directly or indirectly any sale, merger, or other such transaction involving the Acquired Company or the Shareholders. The Shareholders and the Acquired Company will immediately notify the Purchaser or any such proposals or communications relating to such matters, written or oral, whether made directly or indirectly.

12. **APPROVALS AND RATIFICATIONS.** All transactions contemplated by this Agreement shall be subject to the approval and ratification of the Boards of Directors and, if needed, the Shareholders of the Acquired Company and of Purchaser, and to the approval of Counsel for the respective parties.

13. **CLOSING DATE.** The closing under this Agreement shall take place at the offices of Purchaser in Newport, Rhode Island at the earlier commercially reasonable date, but in any event on or before the 29th day of February, 2000, provided that all other required approvals and ratifications shall be obtained by the respective parties at least 48 hours prior thereto, including the completion of any Independent Audit of the financial statements of the Acquired Company which may be required by the United States Securities and Exchange Commission as a pre-condition for this transaction. *

14. **TERMINATION.** This Agreement may be terminated (i) by mutual consent, (ii) by other party if the transaction shall not have been consummated by February 29, 2000 unless the delay is due to action by the Securities and Exchange Commission on a filing concerning the transaction by the Purchaser. Provided, however, that any party has been the cause of delay shall not be entitled to terminate the Agreement, or (iii) by either party due to a breach of a warranty, representation or condition of this Agreement by the other party unless cured within 30 days after receiving notice of such breach.

15. **EXPENSES.** The Parties shall bear all their own expenses in connection with this Agreement.

16. REPRESENTATION ON THE BOARD OF DIRECTORS. The Shareholders shall have the right, for a period of at least two years, to nominate and elect at least one director on Purchaser's board of directors.

16. DISPUTES. Disputes shall be settled by binding arbitration by the American Arbitration Association in New York, New York. Provided, however, that a party may enforce any protective provision of this Agreement by obtaining a court order and shall not be required to post bond therefor.

17. NOTICES. All notices under this Agreement shall be in writing and addressed to the parties at the addresses hereinabove set forth, and shall be mailed by certified mail, return receipt requested.

18. SUCCESSORS AND ASSIGNS. This Agreement shall bind and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns, provided, however, that this Agreement cannot be assigned by any party except by or with the written consent of all parties hereto. Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person, firm or corporation other than the parties hereto and their respective legal representatives, successors and assigns any rights or benefits under or by reason of this Agreement.

19. LAW GOVERNING. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have respectively executed this Agreement as of the day and year first written above.

**PURCHASER:
CORP.**

BUSINESSNET HOLDINGS

By: 
Rouseville W. Schamm, President

**ACQUIRED COMPANY:
CHEMKO OPTICAL SUPPLIES, INC.**

By: 
George Kohan, President

SHAREHOLDERS OF THE ACQUIRED COMPANY:
Signature: No. of Shares:

 850,000
George Kohan



Hannelore Kohan
Hannelore Kohan

850,000 Tn Ent

David Kohan
David Kohan

50,000

Peter Markham
Peter Markham

50,000

Philip Kohan
Philip Kohan

50,000

Handwritten initials:
DK
GK
PS

**WAIVER OF NOTICE OF SPECIAL MEETING OF THE SHAREHOLDERS
OF CHEMKO OPTICAL SUPPLIES, INC. AND RATIFICATION**

The Undersigned, representing holders of a majority of the issued and outstanding Common Stock Optical Supplies, Inc., hereby waive Notice of the Special Meeting of the Shareholders held on Saturday, January 29, 2000 at Hudson, FL, in accordance with the provisions of the By-Laws of the Corporation, and further ratify and consent to the Purchase Agreement dated December 12, 1999 between the Corporation and the Shareholders of Chemko Optical Supplies, Inc., and BusinessNet Holdings Corp. as Purchaser.

Dated: January 29, 2000

George Kahan

Handlow Kahan S

Phillip Kahan

Successors ITS Consulting Group LLC


Successors

[Signature]

David S. Kahan

Peter James

Attorney Docket No. : 39015-001

Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇒ ⇒ ⇒	RECORDATION FORM COVER SHEET PATENTS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Chemko Optical Supplies, Inc. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: BusinessNet Holdings Corp. Internal Address: _____ Street Address: 1 Bannisters Wharf City: Newport State: RI Zip: 02840 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other Purchase Agreement	Execution Date: December 12, 1999	
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) 09/396,126; PCT/US00/40846 B. Patent No.(s) 5,743,920; 5,851,328; 5,975,696 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Proskauer Rose LLP Internal Address: Patent Department Street Address: 1585 Broadway City: New York State: NY Zip: 10036	6. Total number of applications and patents involved: 5 7. Total fee (37 CFR 3.41).....\$ 200.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 16-2500 (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE		
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <p style="text-align: center;">Rachel S. Watt</p> <p style="text-align: center;">Name of Person Signing Patent Agent, Reg. No. 29,161</p> </div> <div style="width: 30%; text-align: center;">  <p>Signature</p> </div> <div style="width: 25%; text-align: center;"> <p>August 16, 2001</p> <p>Date</p> </div> </div> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and documents: 21</p>		

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231