

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Asset Purchase Agreement/Certificate of Incorporation
CONVEYING PARTY DATA	
Name	Execution Date
Appnova Inc. a British Virgin Islands corporation	02/26/2002
RECEIVING PARTY DATA	
Name:	Appeon Corporation
Street Address:	12 Lee Chung Strett
Internal Address:	Chai Wan Industrial District
City:	Hong Kong
State/Country:	HONG KONG
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	09916252
Application Number:	09916253
Application Number:	09916248
Application Number:	09916251
Application Number:	10014139
Application Number:	10147897
CORRESPONDENCE DATA	
Fax Number:	(612)349-9266
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	612-349-3005
Email:	patton@ptslaw.com
Correspondent Name:	Brad Pedersen
Address Line 1:	4800 IDS Center, 80 S. 8th Street
Address Line 4:	Minneapolis, MINNESOTA 55402
NAME OF SUBMITTER:	Brad Pedersen

CH \$240.00 09916252

Total Attachments: 5

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**ASSET PURCHASE AGREEMENT
BETWEEN
APPEON INC.
AND
APPNOVA INC.**

This Asset Purchase Agreement (the "Agreement") is entered into by and between Appeon Inc., a California corporation and previously known as NetGratus and SilverClick ("Appeon" or the "Company"), AppNova Inc., a British Virgin Islands corporation ("AppNova"), and Shell Electric Finance, Ltd., a British Virgin Islands corporation ("SEF").

1. PURCHASE AND SALE OF NON-CASH ASSETS

1.1 Assets Purchased: Appeon agrees to sell to AppNova, free and clear of all liens and encumbrances, and AppNova agrees to purchase from Appeon the non-cash Assets, which are more particularly described in the attached **Exhibit A**.

1.2 Liabilities Assumed: AppNova shall not, by the execution, delivery or performance of this Agreement or otherwise, assume or be responsible for any liability or obligation of: (1) Appeon, whether arising out of acts or occurrences prior to, at or after the Closing Date as hereinafter defined; or (2) Appeon's officers, directors, employees, agents or independent contractors arising out of such individual's actions or omissions in connection with the Assets prior to, at or after the Closing Date.

1.3 Purchase Price and Closing Date: In consideration for the purchase of the Non-Cash Assets, AppNova shall pay USD10,000 to Appeon. The closing of the Purchase and Sales of the Non-Cash Assets shall occur on February 26, 2002.

1.4 Sales Taxes: AppNova agrees to promptly pay any sales taxes that may result from the purchase of the Non-Cash Assets.

2. TRANSFER OF CASH ASSETS

1.1 Return of Cash: Appeon agrees to return all cash assets of Appeon to the holders of Preferred Series A and Series A-2 shares of Appeon, effectively immediately.

1.2 Reinvestment of Returned Cash: The holders of Preferred Series A and Series A-2 shares of Appeon, Shell Electric Finance, Ltd. agrees to invest all cash returned from Appeon into AppNova, effective immediately after Appeon has returned all its cash assets.

1.3 Continued Services: AppNova agrees to retain key officers and employees of Appeon as consultants to facilitate the asset transfer and documentation.

3. MISCELLANEOUS PROVISIONS

- 3.1 Amendments and Modifications:** Subject to applicable law this Agreement may be amended, modified or supplemented only by written agreement signed by the authorized representative of each party.
- 3.2 Assignment:** This Agreement may not be assigned by either party without the prior written consent of the other. No permitted assignment will release either party from their obligations hereunder. Subject to the foregoing this Agreement and all provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, executors, and personal representatives.
- 3.3 Governing Law:** All matters with respect to this Agreement will be governed by the laws of the State of California.
- 3.4 Entire Agreement:** This Agreement and the Exhibits attached hereto constitute the entire agreement and understanding of the parties hereto as to the subject matter contained herein. This Agreement and such documents supersede all prior agreements and understandings of the parties with respect to the subject matter hereof.
- 3.5 Severability:** Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement.
- 3.6 Further Acts:** The parties hereto, without further consideration, shall execute and deliver such other documents and take such other actions as may be necessary to achieve the objectives of this Agreement.

In Witness Whereof, the parties hereto have caused this Agreement to be duly executed as of the latest date of either party to execute this Agreement.

APPEON INC.

By: John Shi 

Title: CFO

Date: Feb. 26, 2002

APPNOVA INC.

By: Henry Yau 

Title: _____

Date: Feb. 26, 2002

(BVI) 
SHELL ELECTRIC FINANCE LTD.

By: Billy Yung 

Title: _____

Date: Feb. 26, 2002

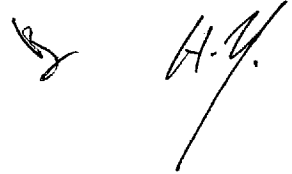
EXHIBIT A TO

**ASSET PURCHASE AGREEMENT
BETWEEN
APPEON INC.
AND
APPNOVA INC.**

ASSETS PURCHASED

All tangible and intangible assets that fall into the following four categories:

1. **Hardware:** Laptop and desktop computers, servers, computer networking equipments.
2. **Software:** The full source code of all software developed by Appeon.
3. **Patents:** All patent applications that have been granted or in progress; all patent-able ideas, concepts, techniques, and technical drawings developed or conceived by Appeon employees as results of their employment with Appeon.
4. **Trademarks and copyrighted materials:** All information produced on Appeon's website, marketing and promotional brochures, as well as proprietary information in Appeon's internal communications.



TERRITORY OF THE BRITISH VIRGIN ISLANDS
THE INTERNATIONAL BUSINESS COMPANIES ACT
(CAP.291)

CERTIFICATE OF INCORPORATION (SECTION 11)

No. 473603

The Registrar of Companies of the British Virgin Islands HEREBY CERTIFIES
pursuant to the International Business Companies Act, (Cap.291) that

Appeon Corporation

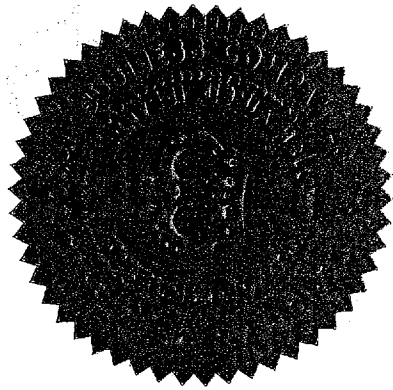
is incorporated in the British Virgin Islands as an International Business
Company, and that the former name of the said company was

APPROVA, INC.

which name has been changed 4th day of September, 2002 to

Appeon Corporation

Given under my hand and seal at
Road Town, in the Territory of the
British Virgin Islands



Paul A. Allan-Jarvis
REGISTRAR OF COMPANIES

CRTI0144

PATENT