

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Purchase Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Century Technologies LLC	01/23/2007
RECEIVING PARTY DATA	
Name:	G.R.N.D. Corp. DBA International Business Support Inc.
Street Address:	302 Little John Drv
City:	Circle Pines
State/Country:	MINNESOTA
Postal Code:	55014
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11413291
CORRESPONDENCE DATA	
Fax Number:	(612)659-9344
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6126599340
Email:	vomhof@bipl.net
Correspondent Name:	Edward J. Brooks III
Address Line 1:	1221 Nicollet Ave, Ste 500
Address Line 4:	Minneapolis, MINNESOTA 55403
ATTORNEY DOCKET NUMBER:	170.0010001
NAME OF SUBMITTER:	Edward J. Brooks III
Total Attachments: 8 source=00062799#page1.tif source=00062799#page2.tif source=00062799#page3.tif source=00062799#page4.tif source=00062799#page5.tif	

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PURCHASE AGREEMENT

THIS AGREEMENT, made effective this 23rd day of January 2007, by and between GRND CORP., a Minnesota corporation, ("GRND"), and CENTURY TECHNOLOGIES LLC ("Century") Mohammad Ahsan and Mynul Khan ("Ahsan and "Khan" or collectively the "Shareholders").

WITNESSETH, WHEREAS GRND desires to purchase the assets of Century which are now being utilized to operate its TechPoint software (technicianmarketplace.com, flex.technicianmarketplace.com, and flex-resources.com) and associated Internet service business of providing qualified technical personal to install or maintain equipment/software for its clients; and

FURTHER WHEREAS Century and Shareholders desire and agree to sell such assets to GRND on the terms and conditions contained in this Agreement.

NOW THEREFORE, FOR VALUABLE CONSIDERATION including the terms contained herein, the parties hereto agree as follows:

1. Assets Being Sold to GRND.

Century is hereby selling the following assets to GRND pursuant to the terms of this Agreement:

All hardware and software equipment and assets, along with any associated business good will and intangible assets, used in or in the connection with the technicianmarketplace.com and derivatives including flex.technicianmarketplace.com and flex-resources.com business of Century, including any related website assets or rights connected with this ongoing business and any equipment necessary to operate the website, and any know-how or intellectual property used in or related to such business of Century for its business of providing installation and break/fix services to its clients, as well as the extensive database developed for this business.

2. Purchase Price.

The purchase price to be paid by GRND to Century for these assets is as follows:

- i. \$130,000 in cash which has already been paid to Century through advance from Bill Arland, and receipt of which is hereby acknowledged by Century; and
- ii. 250,000 shares of common stock of GRND, and upon issuance all of such common shares shall be legally and validly issued and fully paid and nonassessable; and
- iii. GRND shall provide Century with a short-term bridge loan in the amount of \$45,000 to be evidenced by a promissory note from

Century to GRND to mature on December 31, 2007 and bear interest at 6% per annum. Century acknowledges receipt of \$5,000 of this bridge loan through an advance to Century already made by Bill Arland. The balance of \$40,000 of this bridge loan shall be paid to Century promptly upon the execution of this Agreement by all parties hereto.

3. Restricted Securities. – All common stock of GRND issued to Century incident to this Agreement shall be “restricted securities” as defined in federal securities laws and regulations, meaning that such securities will not be registered under any securities laws and regulations, and must be taken by Century for long-term investment and not with any present view toward resale, transfer or other disposition; and accordingly any future transfer or disposition of such shares must be either (i) registered under relevant federal and/or state securities laws, or (ii) exempt from such registration under Rule 144 or another valid exemption.
4. Ownership of Century – Shareholders warrant and represent hereby that they own all of the outstanding capital stock of Century, free and clear of any and all encumbrances or liens against such capital stock of Century.
5. Liabilities – GRND does not assume ANY liabilities or obligations of Century incident to the sale of assets by Century to GRND hereby.
6. Submission of Agreement to Directors/Shareholders – Century and GRND shall obtain approval of this asset sale agreement by their respective Boards of Directors. The Shareholders shall have approved this agreement incident to their execution of their agreement below.
7. Consummation of Transaction – Each corporate party hereto and their respective obligations and transactions to complete and close this asset purchase transaction to be completed and satisfied promptly, including but not limited to obtaining all required consents, waivers, amendments, approvals, and authorizations and meetings as necessary.
8. Due Diligence Evaluations – The parties hereto and their respective representatives may make such investigation of each other and their respective business affairs and records, and any other matters as each party deems necessary in furtherance of carrying out the terms of this Agreement; and the executive officers of each corporate party hereto shall furnish to each other whatever documents, papers, or other materials or records that are necessary to effect full due diligence evaluation by each party hereto.
9. Neither GRND, Century or Shareholders, or any of their employees or representatives, shall disclose any private or confidential materials or

information on the other party which was obtained or discovered in connection with this transaction.

10. Representations and Warranties --- Both parties hereto make the following representations and warranties as applicable:

- a. All outstanding capital stock of Century or GRND, as the case may be, has been legally and validly issued and is fully paid and nonassessable, and none of such capital shares of either corporation have been issued in violation of any preemptive or similar rights, or in violation of any state or federal laws or regulations.
- b. None of the common shares or member units or other capital stock of either corporate party hereto are subject to any voting trust or any other restrictive agreement or understanding which would restrict or impair any voting regarding this transaction.
- c. Century and GRND each are duly organized, validly existing and in good standing in the State of Minnesota, and each has full corporate power and authority to own and operate their assets and business and carry on the business affairs currently being conducted by each of them.
- d. This Agreement is a valid and binding agreement in respect to each party hereto, and compliance with the terms and conditions hereof by each corporate party hereto will not result in (i) a breach in the bylaws or articles of the party, (ii) a breach or violation under any current obligations or activities to which either party is subject, or (iii) a breach or default of any term or provision of any agreement, contract, or other obligation or of any law, rule, ordinance or regulation, or license to which either party is subject.
- e. Century is not the subject of any pending litigation or governmental proceedings; and no litigation, claims, assessments or proceedings of a material amount or consequence have been threatened or commenced against Century.
- f. The officers executing this Agreement for each corporate party hereto are duly authorized to execute this Agreement on behalf of their respective corporate entities.

- g. All financial statements which have been submitted by Century regarding this asset purchase transaction, and any further financial statements that may be provided by Century incident hereto, have been, or will be, complete and accurate for the dates and periods indicated thereon and fairly present the financial condition and operations for the periods covered in such statements; and there are no material liabilities, either fixed or contingent, which are not reflected in such financial statements.
- h. Century has no material governmental taxes or assessments due incident to its properties or business operations other than any disclosed to GRND.
- i. Century has good and marketable title to all assets, tangible or intangible, being sold to GRND incident to this Agreement, and all of such assets are free and clear of any and all mortgages, liens or encumbrances of any kind or nature whatsoever.
- j. Century's use of the intellectual property for its business, including its software and database system, does not impair the intellectual property of any other person or party.
- k. Each corporate entity hereto has complied with all state and federal laws and regulations regarding their respective incorporations and organizations and past issuances and/or sales of securities, and no contingent liability exists against either corporate party hereto regarding such incorporations, organizations or issuances of securities.
- l. Century has no material outstanding debt except that disclosed to GRND in written financial statements submitted incident to this Agreement.
- m. Each party hereto shall have, to the best of their respective knowledge and belief, disclosed to each other all events, conditions, obligations and facts materially affecting the business, affairs and prospects of each other; and neither party hereto has now, nor will have, withheld knowledge of any such events, conditions, obligations or facts which the party knows, or has reasonable grounds to know, may materially affect its business, worth or future prospects.

11. Bill of Sale — Upon receipt of the funding required by GRND to close this asset purchase, Century shall execute and deliver promptly a standard Bill of

Sale to evidence the transfer of title to the assets being purchased hereunder to GRND.

12. General.


- I. Severability -- If any part of this Agreement is deemed invalid or unenforceable for any reason, the balance of this Agreement shall remain in full force and effect.
- II. Waiver -- Any failure on the part of any party hereto to comply with or satisfy any term or condition of this Agreement may be waived in writing by the other parties hereto.
- III. Entire Agreement -- This document constitutes the entire Agreement and understanding of the parties hereto with respect to this asset purchase transaction, and supercedes and cancels any prior oral agreements or understandings regarding the subject matter hereof; and this Agreement cannot be modified or amended unless by mutual consent of all parties hereto.
- IV. Parties in Interest and Assignment -- This Agreement shall inure to the benefit of and bind all parties hereto and their successors or heirs if any, or approved assigns if applicable. No party hereto shall assign any interest or right created by this Agreement without written consent of all other parties.
- V. Governing Law -- This Agreement shall be governed by the laws of the State of Minnesota.
- VI. Counterparts -- This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same document.

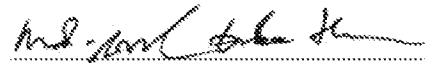
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.

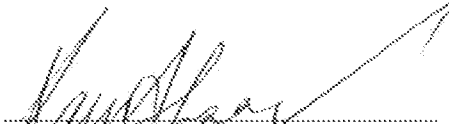
GRND Corp.

By _____
Curt Norwood

CENTURY TECHNOLOGIES, LLC

By _____
Mohammad Ahsan – CEO

_____
Mynul Khan, Shareholder

_____
Mohammad Ahsan - Shareholder