

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Asset Purchase Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Edwin K. Palmer, Chapter 7 Trustee of the Bankruptcy Estate of LoyaltyPoint, Inc.	01/25/2008
RECEIVING PARTY DATA	
Name:	Rothschild Trust Holdings, LLC
Street Address:	19333 Collins Avenue
Internal Address:	Suite 2501
City:	Sunny Isles Beach
State/Country:	FLORIDA
Postal Code:	33160
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	6430554
Patent Number:	6651053
Patent Number:	6675165
Patent Number:	6766363
CORRESPONDENCE DATA	
Fax Number:	(561)244-1062
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	561-922-3845
Email:	sgreenberg@crgplaw.com
Correspondent Name:	Carey Rodriguez Greenberg & Paul, LLP
Address Line 1:	950 Peninsula Corporate Circle
Address Line 2:	Suite 3020
Address Line 4:	Boca Raton, FLORIDA 33487
ATTORNEY DOCKET NUMBER:	1093-001
NAME OF SUBMITTER:	Steven M. Greenberg

OP \$160.00 6430554

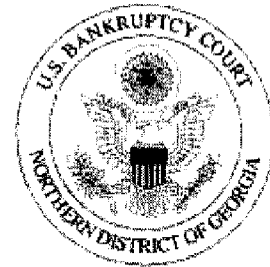
PATENT

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**Total Attachments: 32**

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**IT IS ORDERED as set forth below:**

**Date: March 14, 2008**

*James E. Massey*

**James E. Massey  
U.S. Bankruptcy Court Judge**

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**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

<b>IN RE:</b>	)	<b>CASE NO. 05-77059-JEM</b>
	)	
<b>LOYALTYPOINT, INC., a/k/a</b>	)	<b>CHAPTER 7</b>
<b>BARPOINT, INC.,</b>	)	
	)	
<b>Debtor.</b>	)	

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**ORDER ON TRUSTEE'S MOTION FOR AUTHORITY TO SELL PROPERTY OF  
THE ESTATE FREE AND CLEAR OF ALL LIENS, CLAIMS AND  
ENCUMBRANCES PURSUANT TO 11 U.S.C. § 363**

HAVING COME BEFORE THE COURT on March 11, 2008, on the Trustee's Motion for Authority to Sell Property of the Estate Free and Clear of All Liens, Claims and Encumbrances Pursuant to 11 U.S.C. § 363 (the "Motion") (Docket No. 29), and it appearing to the Court that no objections to the Motion were filed, nor did any party appear at the Hearing in opposition to the Motion or to submit a competing bid. There being no objection asserted or competing bid submitted and for good cause shown, it is hereby

ORDERED that the Motion is GRANTED pursuant to the terms set forth therein which are incorporated herein by reference. It is further

ORDERED that the Asset Purchase Agreement (the "Agreement") executed by the Trustee and Rothschild Trust Holdings, L.L.C. (the "Purchaser") and attached to the Motion is approved. It is further

ORDERED that the Trustee is authorized and directed to transfer the Purchased Assets (as such term is defined in the Agreement) to the Purchaser and take all other actions required or contemplated by the Agreement upon receipt from Purchaser of good funds in the amount of \$10,000.00. It is further

ORDERED that if the Purchaser recovers at least \$17,500.00 from NeoMedia on or before December 31, 2008, on account of royalties owed by NeoMedia under the NeoMedia Contract for the period prior to July 19, 2007, Purchaser shall pay to the Trustee an additional \$7,500.00. It is further

ORDERED that the initial \$10,000.00 payment to the Trustee is not tied to any collection results whatsoever. It is further

ORDERED that the Purchased Assets are being transferred free and clear of all liens, claims, and encumbrances with same to attach to the proceeds. It is further

ORDERED that the Purchaser is entitled to the protections of a good faith purchaser for value under 11 U.S.C. § 363(m) if this Order or any authorization contained herein is reversed or modified on appeal. It is further

ORDERED that the stay described in Bankruptcy Rule 6004(h) shall not apply and this Order shall be immediately enforceable by the parties. It is

[END OF DOCUMENT]

Signature on following page

Prepared and Presented by:

ARNALL GOLDEN GREGORY LLP

/s/ Neil C. Gordon

Neil C. Gordon

Georgia Bar No. 302387

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Suite 2100

Atlanta, Georgia 30363-1031

neil.gordon@agg.com

Attorneys for Chapter 7 Trustee

**DISTRIBUTION LIST**

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Laura E. Woodson  
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Suite 3100  
1230 Peachtree Street, NE  
Atlanta, GA 30309



Patent and Purchase Agreement contract between the Debtor and Neomedia Technologies, Inc., dated April 8, 2005 (the "Neomedia Contract"), including but not limited to all right, title and interest of the Debtor with respect to Royalties and Patents, as such terms are defined in the Neomedia Contract, but not including any Royalties owed under the Neomedia Contract on account of licensing revenues generated prior to July 19, 2007; various trademarks and associated rights (as more fully described in the APA); various patents and associated rights (as more fully described in the APA); the domain name BARPOINT.COM; technical information, including software and software code relating to the BarPoint.com, Inc., software technologies; and all claims and causes of action pursuant to which the Trustee or the Debtor was or would have been entitled to avoid any prior transfer of the assets described above and/or recover damages or obtain other relief relating to any prior transfer of the assets described above.

6. The Trustee received the funds in the amount of \$25,000.00 and they have been deposited into his fiduciary account. The Settlement Motion was approved by the Court by Order entered on August 28, 2007.

7. The Trustee has now entered into the *Second Asset Purchase Agreement* with RTH, a true and correct copy whereof marked as Exhibit "A" is attached hereto and incorporated herein by reference (hereafter the "Second APA").

8. With respect to the NeoMedia Contract sold under the original APA, it appears that certain royalties are due and owing. The Second APA proposes to pay the Trustee \$10,000.00 following court approval of the Second APA and, if RTH recovers at least \$17,500.00 from NeoMedia on or before December 31, 2008, on account of royalties owed by NeoMedia under the NeoMedia Contract for the period prior to July 19, 2007, RTH shall pay to the Trustee an additional \$7,500.00. The initial \$10,000.00 payment to the Trustee is not tied to



any collection results whatsoever.

9. The Trustee believes that the Second APA is in the best interest of the bankruptcy estate because it quickly generates additional funds for the estate with no risk of an increase in administrative time in pursuing the old NeoMedia royalty payments, if any, nor would the risk of non-collection be borne by the estate.

WHEREFORE, the Trustee prays that this Court grant the Motion and such other and further relief as is just and proper.

Respectfully submitted,

ARNALL GOLDEN GREGORY, LLP

By: 

NEIL O. GORDON, Ga. Bar No. 302387  
Attorneys for Chapter 7 Trustee

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**SECOND ASSET PURCHASE AGREEMENT**

**BY AND BETWEEN**

**ROTHSCHILD TRUST HOLDINGS, L.L.C.,**

**AS PURCHASER**

**AND**

**EDWIN K. PALMER, CHAPTER 7 TRUSTEE  
OF THE BANKRUPTCY ESTATE OF LOYALTYPOINT, INC.,**

**AS SELLER**

**JANUARY 25, 2008**



**PATENT  
REEL: 021243 FRAME: 0813**

## **SECOND ASSET PURCHASE AGREEMENT**

This SECOND ASSET PURCHASE AGREEMENT (as amended, supplemented or modified from time to time, this "Agreement"), is dated as of January 25, 2008, by and between ROTHSCILD TRUST HOLDINGS, L.L.C., a Florida limited liability company (the "Purchaser"), and EDWIN K. PALMER, as Chapter 7 Trustee of the bankruptcy estate of LoyaltyPoint, Inc. (the "Seller").

### **RECITALS**

A. On September 13, 2005, LoyaltyPoint, Inc. f/k/a BarPoint.com, Inc. ("LPI") filed a voluntary petition for relief under Chapter 7 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Georgia (the "Bankruptcy Court") in Case Number 05-77059-JEM (the "Bankruptcy Case");

B. Seller is the duly appointed and authorized Chapter 7 Trustee of the bankruptcy estate of LPI; and

C. Seller has agreed to sell, and Purchaser has agreed to purchase, certain assets of LPI on the terms and conditions set forth in this Agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

#### **ARTICLE II**

##### **General Definitions**

Section 2.1 **Definitions.** The following terms, as used herein, have the following meanings:

"Sale Hearing" means the hearing before the Bankruptcy Court to approve this Agreement and the consummation of the transactions contemplated by this Agreement.

"Sale Motion" means a motion filed with the Bankruptcy Court seeking entry of the Sale Order.

"Sale Order" means an order of the Bankruptcy Court granting the Sale Motion that specifically (a) approves the Seller's sale of the Purchased Assets to the Purchaser pursuant to Section 363 of the Bankruptcy Code free and clear of all liens, claims, and encumbrances on the terms set forth in this Agreement; and (b) determines that Purchaser is entitled to the protections afforded by Section 363(m).

"Seller's Knowledge" means the actual knowledge of Edwin K. Palmer.

Section 2.2 **Terms Generally.** As used in this Agreement: (i) words in the singular shall be held to include the plural and vice versa, (ii) words of one gender shall be held to include

the other genders as the context requires, (iii) the terms "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement and not to any particular provision of this Agreement, (iv) references to Article, Section, paragraph, and Exhibit are references to the Articles, Sections, paragraphs, and Exhibits to this Agreement, unless otherwise specified, (v) the word "including" and words of similar import when used in this Agreement, shall mean "including, without limitation," unless otherwise specified, and (vi) the word "or" shall not be exclusive.

### ARTICLE III **Purchase And Sale Of Assets**

Section 3.1 **Purchase and Sale of the Purchased Assets.** On the Closing Date, Seller shall transfer, sell, assign and deliver to the Purchaser, and Purchaser shall purchase and accept from Seller, on the terms and subject to the conditions set forth in this Agreement and the Sale Order, all of the right, title and interest of Seller and LPI in, to, and under the following assets (all such assets are referred to in this Agreement as the "Purchased Assets"), free and clear of all liens, claims, and encumbrances:

(a) All right, title, and interest of Seller and LPI under the Patent Purchase Agreement contract between LPI and Neomedia Technologies, Inc., ("NeoMedia") dated April 8, 2005 (the "Neomedia Contract") with respect to Royalties and Patents, as such terms are defined in the Neomedia Contract, specifically including, but not limited to, any and all royalties owed under the NeoMedia Contract (and related causes of action) relating to or arising out of licensing revenues generated by NeoMedia on or before July 19, 2007.

PURCHASER DOES NOT ASSUME AND SHALL NOT BE LIABLE FOR ANY LIABILITIES AND OBLIGATIONS OF SELLER, REGARDLESS OF THE TYPE OR NATURE OF SUCH LIABILITIES OR OBLIGATIONS.

### ARTICLE IV **Purchase Price**

#### Section 4.1 **Payment of Purchase Price.**

(a) On the Closing Date, the Purchaser shall deliver, by wire transfer pursuant to wire transfer instructions provided by Seller at least two business days prior to the Closing Date, in immediately available funds, the amount of Ten Thousand Dollars (\$10,000). If and only if the Purchaser actually recovers at least Seventeen Thousand Five Hundred Dollars (\$17,500.00) from NeoMedia on or before December 31, 2008, on account of royalties owed by NeoMedia under the NeoMedia Contract for the period prior to July 19, 2007 (the "Old Royalties"), the Purchaser shall pay the Seller an additional Seven Thousand Five Hundred Dollars (\$7,500.00); it is expressly understood and agreed that the Purchaser has the sole and absolute discretion to determine whether and how to seek to collect the Old Royalties, and that Purchaser owes no express or implied duty to Seller to seek, or continue seeking, to collect any Old Royalties.

ARTICLE V

**Representations And Warranties And Related Undertakings**

Section 5.1 **Representations and Warranties of Seller.** Seller hereby represents and warrants to Purchaser as follows:

(a) **Organization and Standing.** Seller is the duly appointed Chapter 7 Trustee for the bankruptcy estate of LPI in the Bankruptcy Case.

(b) **Absence of Litigation.** To Seller's Knowledge, there is no action, suit, investigation or proceeding pending against, or threatened against Seller or LPI relating in any way to the Purchased Assets.

(c) **Absence of Competing Claims.** To Seller's Knowledge, no other person or entity has claimed any ownership interest in any of the Purchased Assets except to any extent reflected in the NeoMedia Contract.

(d) **Title to Purchased Assets.** Since the commencement of the Bankruptcy Case, the Seller has not transferred, abandoned, or otherwise conveyed any right, title, or interest in or to the Purchased Assets to any other person or entity. To Seller's Knowledge, LPI owns good and valid title to the Purchased Assets free and clear of any liens, claims, and encumbrances.

ARTICLE VI

**Covenants And Additional Agreements**

Section 6.1 **Approval Proceedings.**

(a) Seller shall use his commercially reasonable efforts to obtain, and shall refrain from knowingly taking any action that would be likely to delay, prevent, impede or result in the revocation of the entry by the Bankruptcy Court of the Sale Order.

(b) Seller shall provide notice of the proposed sale of the Purchased Assets, in form and substance reasonably acceptable to Purchaser and in such manner as may be required by law, to all of LPI's creditors and all parties entitled to notice of the Sale Motion by such date as shall allow sufficient time for the Sale Order to be entered by the Bankruptcy Court on or before February 28, 2008.

Section 6.2 **Access to Information.** Seller shall promptly provide Purchaser with drafts of all documents, motions, orders, filings or pleadings that Seller proposes to file with the Bankruptcy Court that relate to (i) this Agreement or the transactions contemplated hereunder, (ii) entry of the Sale Order and (iii) the sale of the Purchased Assets; all such documents, motions, orders, filings, or pleadings shall be in a form and substance reasonably acceptable to Purchaser.

Section 6.3 **Notification of Certain Matters.** Seller and Purchaser shall give prompt notice to one another of (i) the occurrence or non-occurrence of any event, the occurrence or non-occurrence of which would be likely to cause any representation or warranty contained in

this Agreement to be materially untrue or inaccurate or (ii) any failure of Seller or Purchaser to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder.

**Section 6.4 Further Action.**

(a) Upon the terms and subject to the conditions hereof, each of the parties hereto shall use their commercially reasonable efforts to take or cause to be taken all appropriate actions and to do or cause to be done all things necessary, proper or advisable under applicable laws to consummate the transactions contemplated by this Agreement as promptly as practicable.

(b) Each party hereto agrees to cooperate in obtaining any other consents and approvals that may be required in connection with the transactions contemplated by this Agreement; provided, however, that no party hereto shall be required to compensate any third party to obtain any such consent or approval.

**Section 6.5 Litigation.** Seller and Purchaser will promptly supply to the other party copies of all litigation or legal proceedings pertaining to the Purchased Assets which may arise subsequent to the execution of this Agreement but prior to the Closing Date and also will advise the other party promptly in writing of any written threat of litigation or other legal proceeding (including actions or motions in the Bankruptcy Court) which is made between the date of this Agreement and the Closing Date pertaining to the Purchased Assets or Seller's or Purchaser's ability to perform any obligations under this Agreement.

**Section 6.6 Filings and Authorizations.** Each of Seller and Purchaser, as promptly as practicable, shall (i) make, or cause to be made, all such filings or submissions under laws applicable to them as may be required for them to consummate the transactions contemplated herein, (ii) use their commercially reasonable efforts to obtain, or cause to be obtained, all authorizations, approvals, consents and waivers from all persons and governmental authorities necessary to be obtained by them in order for them to consummate such transactions and (iii) use their commercially reasonable efforts to take, or cause to be taken, all other actions necessary, proper or advisable in order for them to fulfill their respective obligations hereunder.

**ARTICLE VII**  
**Conditions To The Closing**

**Section 7.1 Conditions to Obligations of Purchaser.** The obligations of Purchaser to effect the Closing shall be subject to the prior and/or simultaneous satisfaction or written waiver by Purchaser of each of the following conditions:

(a) **Sale Order.** The Sale Order (i) shall have been entered by the Bankruptcy Court, (ii) shall not have been stayed, modified, amended, dissolved, revoked or rescinded without Purchaser's consent and (iii) shall be in full force and effect on the Closing Date.

(b) **Representations and Warranties.** The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except that to the extent such representations and warranties expressly speak as of an earlier

date, such representations and warranties shall be true and correct in all material respects as of such specified date), and Purchaser shall have received a certificate, dated the Closing Date and signed by Seller, to that effect.

(c) Covenants. Seller shall have performed in all material respects all of the obligations, covenants and agreements required to be performed by it under this Agreement at or prior to the Closing Date, and Purchaser shall have received a certificate of Seller to that effect.

(d) No Governmental Order. No governmental authority shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, injunction or other governmental order (whether temporary, preliminary or permanent) that is in effect and has the effect of making the transactions contemplated by this Agreement illegal or otherwise restraining or prohibiting consummation of such transactions.

(e) Closing Deliveries. Seller shall have delivered or caused to be delivered to Purchaser each of the items listed in Section 8.2 hereof.

(f) No Termination. This Agreement shall not have been terminated pursuant to Section 9.1.

Section 7.2 Conditions to Obligations of Seller. The obligations of Seller to effect the Closing shall be subject to the prior and/or simultaneous satisfaction or written waiver by Seller of each of the following conditions:

(a) Sale Order. The Sale Order (i) shall have been entered by the Bankruptcy Court, (ii) shall not have been stayed, modified, amended, dissolved, revoked or rescinded without Seller's consent and (iii) shall be in full force and effect on the Closing Date.

(b) Covenants. Purchaser shall have performed in all material respects all of the obligations, covenants and agreements required to be performed by it under this Agreement at or prior to the Closing Date, and Seller shall have received a certificate, dated the Closing Date and signed by an officer of Purchaser, to that effect.

(c) No Governmental Order. No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, injunction or other governmental order (whether temporary, preliminary or permanent) that is in effect and has the effect of making the transactions contemplated by this agreement illegal or otherwise restraining or prohibiting consummation of such transactions.

(d) Closing Deliveries. Purchaser shall have delivered or caused to be delivered to Seller each of the items listed in Section 8.2 hereof.

(e) No Termination. This Agreement shall not have been terminated pursuant to Section 9.1.

## ARTICLE VIII

### **Closing**

Section 8.1 Closing. The closing (the "Closing") of the transactions contemplated in this Agreement shall take place no later than three business days following the entry of the Sale Order provided that the Bankruptcy Court enters an order modifying the ten-day stay contained in Bankruptcy Rule 6004(h), failing which such date shall be on the first business day after the stay expires or on an earlier date as mutually agreed to by Seller and Purchaser (the "Closing Date") at the offices of Seller's counsel or such other time and place as the parties may agree.

Section 8.2 Documents to be Delivered at Closing by Seller. At the Closing, Seller shall properly execute (if necessary) and deliver (or cause to be delivered) to Purchaser:

- (a) The Bill of Sale, duly executed by Seller.
- (b) A cross-receipt for (i) the Purchase Price paid by Purchaser to Seller at the Closing and (ii) the Purchased Assets purchased by Purchaser at Closing.
- (c) Such other documents and instruments as are contemplated in this Agreement or as Purchaser or Purchaser's counsel may reasonably request in order to evidence or consummate the transactions contemplated by this Agreement or to effectuate the purpose or intent of this Agreement.

Section 8.3 Documents to be Delivered at Closing by Purchaser. At the Closing, Purchaser shall properly execute (if necessary) and deliver (or caused to be delivered) to Seller:

- (a) The Purchase Price in accordance with Section 4.1 of this Agreement.
- (b) A cross-receipt for (i) the Purchase Price paid by Purchaser to Seller at the Closing and (ii) the Purchased Assets purchased by Purchaser at Closing.
- (c) Such other documents and instruments as are contemplated in this Agreement or as Seller or Seller's counsel may reasonably request in order to evidence or consummate the transactions contemplated in this Agreement or to effectuate the purpose or intent of this Agreement.

## ARTICLE IX

### **Termination, Amendment And Waiver**

Section 9.1 Termination. Notwithstanding anything herein to the contrary, this Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing:

- (a) by Purchaser or Seller if the Closing shall not have occurred on or before March 15, 2008, (provided that the right to terminate this Agreement under this Section shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause of, or has resulted in, the failure of the Closing to occur on or before such date).



(b) by mutual written consent of Purchaser and Seller;

(c) by Purchaser or Seller, if the Bankruptcy Court or any other court of competent jurisdiction in the United States or other governmental authority shall have issued an order, decree, ruling or taken any other action (which order, decree, ruling or other action the parties hereto shall use commercially reasonable efforts to lift) restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement and such order, decree, ruling or other action shall have become final and non-appealable;

(d) by Purchaser if there is a material breach by Seller of any representation, warranty or covenant of Seller under this Agreement and Seller is unable or shall fail or refuse to cure such breach within 30 days after written notice from Purchaser specifying such breach; and

(e) by Seller if there is a material breach by Purchaser of any representation, warranty or covenant of Purchaser under this Agreement and Seller is unable or shall fail or refuse to cure such breach within thirty 30 days after written notice from Seller specifying such breach.

Section 9.2 Effect of Termination. In the event of the termination of this Agreement pursuant to Section 9.1 hereof, this Agreement shall become void and have no effect and there shall be no liability on the part of any party hereto; provided, however, that, if this Agreement is terminated because of a breach of this Agreement by the non-terminating party or because one or more of the conditions to the terminating party's obligations under this Agreement are not satisfied as a result of the non-terminating party's failure to comply with its obligations under this Agreement, then the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

## ARTICLE X Miscellaneous

Section 10.1 Survival. Except for the covenants and agreements of the parties that are to be performed after the Closing Date, none of the representations, warranties, covenants and agreements of the parties contained in this Agreement or in any certificate or other document delivered by the parties prior to or at the Closing shall survive the Closing.

Section 10.2 Expenses. Except as otherwise specifically set forth in this Agreement, Seller and Purchaser shall each bear the expenses incurred by them in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated in this Agreement.

Section 10.3 Governing Law; Forum. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to conflicts of laws principles, and, to the extent applicable, the Bankruptcy Code. If the Bankruptcy Court does not have subject matter jurisdiction over any action or proceeding arising out of or relating to this Agreement, then each party (i) agrees that all such actions or proceedings shall be heard and determined in the United States Bankruptcy Court for the Northern District of Georgia or the United States District Court for the Northern District of Georgia, (ii) irrevocably submits to the jurisdiction of such court in any such action or proceeding, (iii) consents that any such action or

proceeding may be brought in such court and waives any objection that such party may now or hereafter have to the venue jurisdiction or that such action or proceeding was brought in an inconvenient court and (iv) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at his or its address as provided in Section 10.4 (provided that nothing herein shall affect the right to effect service of process in any other manner permitted by Florida law).

Section 10.4 Notices. All communications, notices and disclosures required or permitted by this Agreement shall be in writing and shall be deemed to have been given when delivered personally or by messenger or one business day after having been sent by overnight delivery service, or three business days after the date when mailed by registered or certified United States mail, postage prepaid, return receipt requested, or when received via telecopy, telex or other electronic transmission, in all cases addressed to the person for whom it is intended at his address set forth below or to such other address as a party shall have designated by notice in writing to the other party.

Section 10.5 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

Section 10.6 Assignment; Effect On Third Parties.

(a) Purchaser can assign his rights and obligations under this Agreement without the prior written consent of Seller. Seller cannot assign his rights and obligations under this Agreement. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

(b) The terms and provisions of this Agreement are intended solely for the benefit of the parties hereto and their respective successors and permitted assigns and are not intended to, and shall not, confer third-party beneficiary rights upon any other person.

Section 10.7 Entire Agreement. This Agreement, including the Exhibits attached to it, are and shall be deemed to be the complete and final expression of the agreement between the parties as to the matters contained in and related to this Agreement and supersedes any previous agreements between the parties pertaining to such matters between the parties hereto.

Section 10.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be considered one and the same agreement.

Section 10.9 Waiver. At any time prior to the Closing Date, any party hereto may (i) extend the time for the performance of any of the obligations or other acts of the other party hereto, (ii) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and (iii) waive compliance with any of the agreements or conditions contained herein. Any such extension or waiver shall only be valid if set forth in an instrument in writing signed by the party or parties to be bound thereby. The failure of any party to assert any of its rights hereunder shall not constitute a waiver of any such rights. The

waiver by any party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or similar breach.

Section 10.10 Amendment. This Agreement may only be amended by written agreement executed by each of the parties hereto.

Section 10.11 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof, and this Agreement shall be interpreted so as to most fully give effect to its terms and still be valid and enforceable; provided, however, that any provision altered pursuant to this Section shall not result in a material adverse impairment of the rights or obligations of any party hereto.

Section 10.12 Further Assurances. From time to time after the Closing Date, at either party's request and without further consideration, the non-requesting party shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment and transfer and shall take such other action as the requesting party may reasonably request in order to more effectively convey, transfer, reduce to possession or record title to any of the Purchased Assets purchased pursuant to this Agreement. At either party's request, the non-requesting party shall cooperate and use its commercially reasonable efforts to cooperate with the requesting party on or after the Closing Date by furnishing information, evidence, testimony and other assistance in connection with any actions, proceedings, arrangements or disputes involving the requesting party and which are based on contracts, arrangements or acts of the non-requesting party which were in effect or occurred on or prior to the Closing Date.

[SIGNATURE PAGE FOLLOWS]

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

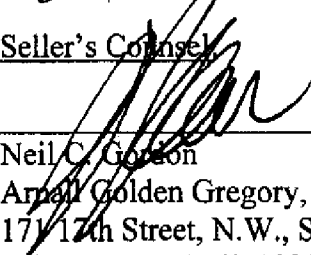
Seller:

EDWIN K. PALMER  
P.O. Box 1284  
Decatur, GA 30031

By:  \_\_\_\_\_

TRUSTEE

Seller's Counsel:

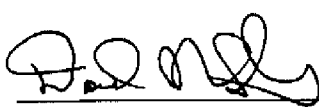
  
\_\_\_\_\_  
Neil C. Gordon  
Arnall Golden Gregory, LLP  
171 17th Street, N.W., Suite 2100  
Atlanta, GA 30363-1031

Purchaser:

ROTHSCHILD TRUST HOLDINGS, L.L.C.  
19333 Collins Ave, #2501  
Sunny Isles, FL 33160  
Attention: Leigh Rothschild

By:  \_\_\_\_\_

Purchaser's Counsel:

  
\_\_\_\_\_  
David N. Stern  
Genovese, Joblove & Battista, P.A.  
200 East Broward Boulevard, Suite 1110  
Fort Lauderdale, Florida 33301

**CERTIFICATE OF SERVICE**

This is to certify that I have served *Motion for Authority to Sell Property of the Estate Free and Clear of Liens, Claims and Encumbrances Pursuant to 11 U.S.C. § 363* by depositing a copy of the same in the United States mail in a properly addressed envelope with adequate postage affixed to assure delivery to:

Office of the US Trustee  
Suite 362  
75 Spring Street, SW  
Atlanta, GA 30303

Edwin K. Palmer  
P.O. Box 1284  
Decatur, GA 30031

David N. Stern  
Genovese, Joblove & Battista, P.A.  
200 East Broward Boulevard, Suite 1110  
Fort Lauderdale, FL 33301

Laura E. Woodson  
Smith, Gambrell & Russell, LLP  
Suite 3100  
1230 Peachtree Street, NE  
Atlanta, GA 30309

This 14 day of February, 2008.

  
\_\_\_\_\_  
Neil C. Gordon

**IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

<b>IN RE:</b>	)	<b>CASE NO. 05-77059-JEM</b>
	)	
<b>LOYALTYPOINT, INC., a/k/a</b>	)	<b>CHAPTER 7</b>
<b>BARPOINT, INC.,</b>	)	
	)	
<b>Debtor.</b>	)	
<hr style="width: 50%; margin-left: 0;"/>		

**NOTICE OF HEARING**

**TO:** The Debtor, the United States Trustee, All Creditors, and All Parties Requesting  
Notice Pursuant to Federal Rules of Bankruptcy Procedure 2002

**NOTICE IS HEREBY GIVEN**, pursuant to Fed. R. Bankr. P. 2002(a)(2), 6004(a), and 6004(c) that Edwin K. Palmer, Chapter 7 Trustee for the estate of LoyaltyPoint, Inc., a/k/a BarPoint, Inc., (the "Trustee") has filed a *Motion for Authority to Sell Property of the Estate Free and Clear of All Liens, Claims and Encumbrances Pursuant to 11 U.S.C. § 363* (the "Motion"). By the Motion, the Trustee seeks approval of the *Second Asset Purchase Agreement* between the Trustee and Rothschild Trust Holdings, L.L.C., a limited liability company for the sale of the collection rights to certain older royalty payments due from NeoMedia Technologies, Inc., as more fully set forth in the Motion, for a purchase price of \$10,000.00 absolute plus an additional \$7,500.00 if at least \$17,500.00 is collected prior to December 31, 2008, on account of royalties owed by NeoMedia under the NeoMedia Contract for the period prior to July 19, 2007.

The Motion is available for review in the Clerk's Office, United States Bankruptcy Court during normal business hours or online at <http://ecf.ganb.uscourts.gov> (registered users) or at <http://pacer.psc.uscourts.gov> (unregistered users).

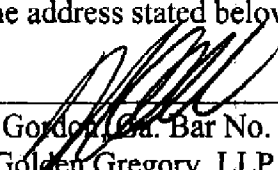
**PLEASE TAKE FURTHER NOTICE** that the Court will hold a hearing on the Motion in **Courtroom 1404 Richard B. Russell Building, 75 Spring Street, S.W., Atlanta, Georgia 30303, at 11:00 a.m. on March 11, 2008.**

Trustee believes that the proposed sale is in the best interests of the estate and its creditors, but invites any and all competing cash sale offers to be submitted in the form of a bank check. The proposed sale of the Property, is one not in the ordinary course of business, as provided by 11 U.S.C. §363(b), and any lien to the extent valid, perfected, enforceable and unavoidable will attach to the proceeds of the sale. Each of these entities could be compelled, in a legal or an equitable proceeding, to accept a money satisfaction of such interest and the sale price is an amount greater than the aggregate value of all such liens against the Property. Therefore, Trustee proposes to sell the Property free and clear of liens as provided by 11 U.S.C.

§§ 363(f)(3) and (5).

Your rights may be affected by the Court's ruling on the Motion. You should read the Motion carefully and discuss it with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one). If you do not want the Court to grant the relief sought in the Motion or if you want the Court to consider your views, then you and/or your attorney must attend the hearing. You may also file a written response to the Motion with the Clerk at the address stated below, but you are not required to do so. If you file a written response, you must attach a certificate stating when, how and on whom (including addresses) you served the response. Mail or deliver your response so that it is received by the Clerk at least two (2) business days before the hearing. The address of the Clerk's Office is: Clerk, U.S. Bankruptcy Court, Suite 1340, 75 Spring Street, S.W., Atlanta, Georgia 30303. You must also mail a copy of your response to the undersigned at the address stated below.

Dated: February 14, 2008.

  
 \_\_\_\_\_  
 Neil C. Gordon, Ga. Bar No. 302387  
 Arnall Golden Gregory, LLP  
 171 17<sup>th</sup> Street, NW, Suite 2100  
 Atlanta, Georgia 30363-1031  
 (404) 873-8596 / Email: neil.gordon@agg.com  
 Attorneys for Chapter 7 Trustee

### CERTIFICATE OF SERVICE

I, Neil C. Gordon, certify that I am over the age of 18 and that I have this day served a copy of this *Notice of Hearing on Motion for Authority to Sell Property of the Estate fee and Clear All Liens, Claims and Encumbrances Pursuant to 11 U.S.C. §363* by first class U.S. Mail, with adequate postage prepaid, to those entities listed on the debtor's mailing matrix, and upon the following persons or entities at the addresses stated:

Office of the United States Trustee  
Richard B. Russell Federal Bldg.  
75 Spring Street, SW, Suite 362  
Atlanta, GA 30303

Edwin K. Palmer  
P.O. Box 1284  
Decatur, GA 30031  
David N. Stern

Genovese, Joblove & Battista, P.A.  
200 East Broward Boulevard, Suite 1110  
Fort Lauderdale, FL 33301

Laura E. Woodson  
Smith, Gambrell & Russell, LLP  
Suite 3100  
1230 Peachtree Street, NE  
Atlanta, GA 30309

All others on attached mailing matrix

This 15 day of February, 2008.

  
\_\_\_\_\_  
Neil C. Gordon



Label Matrix for local noticing  
113E-1  
Case 05-77059-jem  
Northern District of Georgia  
Atlanta  
Thu Feb 14 17:01:35 EST 2008

LoyaltyPoint, Inc.  
3885 Crestwood Parkway  
Suite 550  
Duluth, GA 30096-7169

Atlanta Division  
1340 Russell Federal Building  
75 Spring Street, SW  
Atlanta, GA 30303-3315

Accel Internet Fund III L. P.  
c/o Accel Partners  
428 University Avenue  
Palo Alto, CA 94301-1812

Accel Investors 99 L.P.  
c/o Accel Partners  
428 University Avenue  
Palo Alto, CA 94301-1812  
Attn: Bud Colligan & Rich Zamboldi

Aimee Loewenstern  
3201 Troxler Circle  
Flagstaff, AZ 86001-9124

Alan B. Marks MD PSRP  
290 Baker Avenue  
Concord, MA 01742-2189

Allison G. Morgan  
7608 w. Louisiana Ave.  
Tampa, FL 33615-4732

American Express Travel Related Svcs Co  
Inc Corp Card  
c/o Becket and Lee, LLP  
P.O. Box 3001  
Malvern, PA 19355-0701

Angela Siena  
5800 Camino Del Sol #307  
Boca Raton, FL 33433-6556

American Express Travel Related Svcs Co Inc  
c/o Becket and Lee, LLP  
P.O. Box 3001  
Malvern, PA 19355-0701

Office of the US Trustee  
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Atlanta, GA 30303-3330

Abe New  
100 Henry Street  
Brooklyn, NY 11201-1713

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Palo Alto, CA 94301-1812  
Attn: Bud Colligan & Rich Zamboldi

Accel VII L. P.  
c/o Accel Partners  
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Palo Alto, CA 94301-1812

Air2Web  
c/o Laural E. Woodson  
Suite 3100  
1230 Peachtree St., NE  
Atlanta, GA 30309-3550

Alexander A M Manos &  
Marie C. Manos  
Jt. Ten.  
2075 Calle Yucca  
Thousand Oaks, CA 91360-2259

Alvro Herron  
3885 Crestwood Parkway  
Suite 550  
Duluth, GA 30096-7169

Angel (Q) Investors II L. P.  
P. O. Box 60940  
Palo Alto, CA 94306-0940

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Forest Hills, NY 11375

Daryl Cramer & Associates P.A.  
c/o Harris Cramer LLP  
1555 Palm Beach Lakes Boulevard  
Suite 310  
West Palm Beach, FL 33401-2327

Stonebridge Accounting Strategies, Inc.  
P.O. Box 1290  
Grayson, GA 30017-0025

Abraham L. Slomovics  
1223 57th Street  
Brooklyn, NY 11219-4524

Accel Investors 99 L. P.  
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Palo Alto, CA 94301-1812

Accel VII L.P.  
c/o Accel Partners  
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Palo Alto, CA 94301-1812  
Attn: Bud Colligan & Rich Zamboldi

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Promenade II  
1230 Peachtree Street, N.E.  
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Atlanta, GA 30309-7502

Alexander Louis Gerstner  
651 N.W. 136th Avenue  
Miami, FL 33182-2289

American Express Incentive Services, LLC  
1309 North Highway Drive  
Fenton, MI 63099-0001

Angel Investors, L. P.  
P. O. Box 60940  
Palo Alto, CA 94306-0940

Ariel Alonso  
640 E. 44th Street  
Hialeah, FL 33013-1916

EXHIBIT

"A"

PATENT

REEL: 021243 FRAME: 0828

Audrey Maclean &  
Michael Claim Trust  
21100 Saratoga Hills Road  
Saratoga, CA 95070-5373

Avery Ventures I  
Brian Avery  
130 East Dana Street  
Mountain View, CA 94041-1508

Ballet San Jose Silicon Valley  
San Jose Cleveland Ballet  
420 North Street  
San Jose, CA 95113

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James A Katzman Managing Director  
16907 Farwell Avenue  
Saratoga, CA 95070

Baxter Capital Advisors Inc.  
3211 Bolissa Drive  
Atlanta, GA 30340-4526

Bergan 1997 Revocable Trust  
Eric Bergan Trustee  
325 Chesley Avenue  
Mountain View, CA 94040-4406

Blake Johnson  
84 E. 3rd Street Apt. #2A  
New York, NY 10003-9253

Bonnie Kramer Tonnenson  
334 Pepper Avenue  
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Bottom Dollar/Network Commerce Inc.  
411 First Avenue South  
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Seattle, WA 98104-3831

Brodie Callendar & Katie Callendar Jt. Ten.  
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Kamuela, HI 96743-8302

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Nancy J. Silvey  
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Reisterstown, MD 21136-5835

Cardiovascular Specialists MSPP  
c/o Thomas Sbarra  
338 Elm Road  
Palmouth, MA 02540-2415

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Aventura, FL 33160-4938

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Weston, MA 02493-2400

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Attn: Alfred Chiesa  
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Great River, NY 11739

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N. Billerica, MA 01862-0901

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Dacula, GA 30019-3253

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Genni Combes  
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Piedmont, CA 94611-4035

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Panagiota Diamantis  
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Terry M. Leibrock  
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Centereach, NY 11720-3023

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Poly Georgiopoulos-Makris JTWR  
& Central Market Inc.  
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Chicago, IL 60634-2750

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Naples, FL 34103-2685

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Teresa Shannon  
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Lombard, IL 60148-2066

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Rainsville, AL 35986-5332

Gregory A. Haas  
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Mascoutah, IL 62258-4320

Guy D. Murga  
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Hara Schilowitz  
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Apt. 6E  
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Harry Mittleman &  
Brenda Mittleman Jt. Ten.  
795 Altos Oaks Drive  
Los Altos, CA 94024-5428

Harry Mittleman Revocable Living Trust  
795 Altos Oaks Drive  
Los Altos, CA 94024-5428

Harry Muller  
1448 East 8th Street  
Brooklyn, NY 11230-6403

Henninger Family Living Trust  
Larry E. & Amber S. Henninger Trustees  
3790 el Camino, Suite 281  
Palo Alto, CA 94304

Henry I. Feurstein  
10 Brookside Drive  
Westport, CT 06880-2559

Howard Wolofsky  
3400 N.E. 34th Street #101  
Ft. Lauderdale, FL 33308-6908

(p)INTERNAL REVENUE SERVICE  
CENTRALIZED INSOLVENCY OPERATIONS  
PO BOX 21126  
PHILADELPHIA PA 19114-0326

Irrevocable Trust No III  
Jay Howard Linn Ttee.  
1108 Kane Concourse Suite 310  
Bay Harbor Islands, FL 33154-2068

JP Systems Inc.  
12000 Ford Road Suite 400  
Dallas, TX 75234-8125

James Gibbons  
320 Tennyson Ave.  
Palo Alto, CA 94301-3835

Jay Howard Linn  
1108 Kane Concourse Suite 310  
Bay Harbor Islands, FL 33154-2068

Jeffrey A Morris THE The  
Jeffrey A. Morris Property Trust  
U/A Dated March 25, 1980  
2500 Sand Hill Road, Suite 240  
Menlo Park, CA 94025-7063

Jeffrey A. Morris Property Trust  
Morris Mgmt. Co.  
2500 Sandhill Road  
Suite 240  
Menlo Park, CA 94025-7063

Jeffrey Benjamin  
6 St. Giles Road  
Palm Beach Gardens, FL 33418-3704

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Manalapan, NJ 07726-7903

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Jeffrey W. Sass &  
Lorraine N. Sass JT TEN  
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John & Ruth Peters 1994 Family Trust  
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San Marino, CA 91108-1664

John C. Colligan  
c/o Accel Partners  
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Palo Alto, CA 94301-1812

John G. Morris Property Trust  
Morris Mgmt. Co.  
2500 Sandhill Road  
Suite 240  
Menlo Park, CA 94025-7063

John Greenwood  
c/o McLaughlin & Stern LLP  
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New York, NY 10016-2401

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Monica K. Sweet  
JT TEN  
1565 Old Eaton Lane  
Reston, VA 20194-1206

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Westlake, TX 76262-8207

John Ortball  
1775 East Course Drive  
Riverwoods, IL 60015-1741

John T. Phillips Cust.  
c/o Laura E. Woodson  
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1230 Peachtree St., NE  
Atlanta, GA 30309-3550

John c. Macatee  
1603 Creekwood Court  
Westlake, TX 76262-8207

Jon P. Robbins  
c/o McLaughlin & Stern LLP  
260 Madison Avenue 18th Floor  
New York, NY 10016-2401

Jonathan Ethridge  
730 Cayla Ann Ct.  
Loganville, GA 30052-5327

Jonathan L. Adler Profit Sharing Plan  
15 Dix Street  
Winchester, MA 01890-1870

Joseph A. Courtney  
904 E. Main Street  
Belleville, IL 62220-3946

Joseph Pallante &  
Barbara Anne Pallante  
Jt. Ten.  
1334 Stanford Street  
Schenectady, NY 12308-3416

Joshua A. Greenman  
6614 Clayton Rd.  
250  
St. Louis, MO 63117-1602

Judith Weller  
32 Edgewater Drive  
Old Greenwich, CT 06870-1940

Justin Wedel  
12421 N.W. 15th Street #4108  
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Katherine P. Treceno  
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Kathleen Chandler  
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Kathryn Collings  
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191 Duranzo Way  
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Newton, MA 02459-3402

Kenneth J. Rothschild &  
Loan T. Rothschild JT TEN  
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Newton, MA 02459-3402

Kenneth Spell &  
Kerry Spell Jt. Ten.  
261 Pinehill Street  
Bustis, FL 32726

Kristin Bollin  
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Boca Raton, FL 33498-4748

Kyriaki Stein  
512 Bedford Avenue  
Weston, FL 33326-2971

L. Gene Tanner  
251 N. Illinois Street  
Suite 500  
Indianapolis, IN 46204-1930

Linda M. Skala Trustee of the  
Linda M. Skala Revocable Living  
Trust Dated 10/20/95  
c/o The Flesh Company  
2118 59th Street  
St. Louis, MO 63110-2808

Loewenstern Foundation  
Walter Loewenstern Chairman  
820 Bay Avenue  
Suite 220  
Capitola, CA 95010-2172

Loren J. donalson  
4603 N.E. University Village Pl.  
Seattle, WA 98035

Lucia M. McTeague TR  
1999 Grandchildrens Trust  
UA 04/04/099  
3819 W. Sevilla St.  
Tampa, FL 33629-8643

MTF Inc.  
P. O. Box 175  
1214 Finch Road  
Douglas Isle of Man, IM 99 1P7

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6051 Palm Trace Drive  
Davie, FL 33314-1845

Marc Nardini  
6051 Palm Trace Landings Drive #308  
Davie, FL 33314-1870

Marcy L. Andrulonis  
11414 Lakeview Drive  
Coral Springs, FL 33071-7200

Marguerite Sallee  
P. O. Box 818  
Goodlettsville, TN 37070-0818

Maria B. Nelson  
15 East Avenue  
Boynton Beach, FL 33435-7347

Maria Nelson  
15 East Avenue  
Boynton Beach, FL 33435-7347

Mark T. Satisfsky  
10 East 29th Street  
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New York, NY 10016-7434

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c/o McLaughlin & Stern LLP  
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New York, NY 10016-2401

Martin L. Pinsten  
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Memphis, TN 38120-2521

Mary E. Picott  
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Harwich Port, MA 02646-1631

Maryam Keller  
24860 Olive Tree Lane  
Los Altos, CA 94024-6427

Matthew C. Schilowitz  
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Matthew Clark  
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San Francisco, CA 94109-0012

Maureen Whaley  
11628 Landing Road  
Eden Prairie, MN 55347-4950

McMurtry Family Trust  
Burton J. McMurtry Trustee  
C/o Jill Choate  
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Royalton, VT 05068-5159

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The Michael T. Weller &  
D. Kathryn Weller Living Trust  
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Palo Alto, CA 94301-3056

The Readers Digest Association Inc.  
Readers Digest Road  
Pleasantville, NY 10570-7000

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Foundation, Inc.  
Attn: Jay Howard Linn  
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The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Internal Revenue Service  
Insolvency  
Room 400 - Stop 334D  
401 West Peachtree Street, N.W.  
Atlanta, Georgia 30308

Addresses marked (c) above for the following entity/entities were corrected  
as required by the USPS Locatable Address Conversion System (LACS).

Samuel D. Osherson Self-Employed  
Retirement Plan  
One Nubanusit road  
Marlborough, NH 03455

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)David Kincheloe  
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(u)Gerry Odening

End of Label Matrix	
Mailable recipients	280
Bypassed recipients	2
Total	282