

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FIFTH THIRD BANK (CHICAGO)	02/27/2009
RECEIVING PARTY DATA	
Name:	AFC Trading, Inc.
Street Address:	13-20 133rd Place
City:	College Point
State/Country:	NEW YORK
Postal Code:	11356
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7069611
CORRESPONDENCE DATA	
Fax Number:	(718)374-6092
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	718-544-1110
Email:	ITUCHMAN@TUCHMANLAW.COM
Correspondent Name:	Ido Tuchman
Address Line 1:	82-70 BEVERLY ROAD
Address Line 4:	Kew Gardens, NEW YORK 11415
ATTORNEY DOCKET NUMBER:	0262GM0001
NAME OF SUBMITTER:	Ido Tuchman
Total Attachments: 11 source=Asset Purchase Agreement Redacted#page1.tif source=Asset Purchase Agreement Redacted#page2.tif source=Asset Purchase Agreement Redacted#page3.tif source=Asset Purchase Agreement Redacted#page4.tif source=Asset Purchase Agreement Redacted#page5.tif	

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of February ²⁷ 2009, by and among Fifth Third Bank (Chicago) ("Seller") and AFC Trading, Inc., a New York corporation ("Buyer").

RECITALS:

This Agreement contemplates a transaction in which Buyer will purchase the Acquired Assets (as defined below) and assume the Assumed Liabilities (as defined below) of Seller in return for cash, each on the terms and subject to the conditions contained in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto (intending to be legally bound) hereby agree as follows:

ARTICLE 1

PURCHASE AND SALE OF ASSETS

1.1 Acquired Assets. Buyer hereby purchases from Seller and Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, Seller's interest in and to all of the intellectual property of Infra-Structures, Inc. actually owned by Seller as of the date hereof (the "Acquired Assets"), subject to the terms and conditions hereof. "Acquired Assets" include but are not limited to (in each case solely to the extent actually owned by Seller on the date hereof) Seller's rights to (a) the corporate name "Infra-Structures, Inc.," (b) the corporate names of any and all wholly-owned subsidiaries of "Infra-Structures, Inc.," (c) any and all inventions of "Infra-Structures, Inc.," (d) any and all trade secrets of "Infra-Structures, Inc.," (e) any and all proprietary drawing, design and manufacturing processes of "Infra-Structures, Inc.," (f) any and all customer databases created by "Infra-Structures, Inc.," (g) any and all United States copyrights, patents and trademarks of "Infra-Structures, Inc.," (h) any and all computer code utilized by "Infra-Structures, Inc." in any and all websites of said entity including but not limited to HTML code, Flash Code and metadata, (i) any and all schematic diagrams, specifications and drawings maintained by "Infra-Structures, Inc.," (j) any and all domain names and related passwords maintained by "Infra-Structures, Inc.," (k) any and all computer usernames and passwords maintained by employees of "Infra-Structures, Inc.," (l) any and all website addresses maintained by "Infra-Structures, Inc." and (m) any and all telephone numbers and telephone extensions maintained by "Infra-Structures, Inc." and/or any of said entity's wholly-owned subsidiaries.

1.2 Assumed Liabilities. Buyer hereby assumes and agrees to pay, defend, discharge and perform as and when due any and all liabilities and obligations of Seller relating to or in connection with (directly or indirectly) the ownership of any of the Acquired Assets, including, without limitation, any taxes that may be imposed as a result of such ownership (the "Assumed Liabilities").

1.3 **DISCLAIMER OF WARRANTY.** THE ACQUIRED ASSETS ARE SOLD, CONVEYED, ASSIGNED, TRANSFERRED AND DELIVERED TO BUYER "AS IS", "WHERE IS" AND "WITH ALL FAULTS." SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE ACQUIRED ASSETS, INCLUDING, BUT NOT LIMITED TO, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE ACQUIRED ASSETS WILL NOT INFRINGE UPON ANY OTHER PERSON'S RIGHTS. SELLER SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY SELLER'S ACTS OR OMISSIONS IN OWNING THE ACQUIRED ASSETS. BUYER FURTHER AGREES THAT SELLER SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, SPECIFIC, CONSEQUENTIAL OR OTHER DAMAGES SUFFERED BY BUYER OR ANY PERSONS RESULTING FROM THE OWNERSHIP, POSSESSION OR USE OF ANY OF THE ACQUIRED ASSETS.

ARTICLE 2

PURCHASE PRICE

2.1 **Purchase Price.** On and subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell, transfer, convey, and deliver to Buyer, all of the Acquired Assets at the Closing for [REDACTED]

[REDACTED] The Purchase Price shall be made in immediately available funds by wire transfer to the following account:

Fifth Third Bank (Chicago)
[wire instructions to come]

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF BUYER

As an inducement to Seller to enter into this Agreement, Buyer hereby represents and warrants to Seller, which representations and warranties shall survive the execution and delivery hereof, that:

3.1 **Organization and Power.** Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of New York. Buyer has all requisite corporate power and authority and all licenses, permits and other authorizations necessary to enter into and to perform its obligations under this Agreement and the Related Documents (as defined in Article 5 hereof) to which it is a party.

3.2 **Authorization; No Breach.** The execution, delivery and performance of this Agreement and the Related Documents to which Buyer is a party and the transactions contemplated hereby and thereby have been duly and validly authorized by Buyer. This Agreement and the Related Documents to which Buyer is a party have been duly executed and delivered by Buyer. This Agreement and the Related Documents to which each of Buyer is a party constitute valid and legally binding obligations of Buyer, enforceable in accordance with their respective terms, except as such enforceability may be limited by

applicable insolvency, bankruptcy, reorganization, moratorium or other similar laws affecting creditors' rights generally and applicable equitable principles. The execution, delivery and performance of this Agreement and the Related Documents to which Buyer is a party and the consummation of the transactions contemplated hereby and thereby do not (a) conflict with or result in any breach of any of the provisions of, (b) constitute a default under, result in a violation of, or cause the acceleration of any obligation under, or (c) require any authorization, consent, approval, exemption or other action by or notice to any court or other governmental body under the provisions of, Buyer's charter documents or by-laws or any indenture, mortgage, lease, loan agreement or other agreement or instrument to which Buyer is bound or affected or any law, statute, rule, regulation, judgment, order or decree to which Buyer is subject.

3.3 No Third Parties. Except for the parties to this Agreement, there are no entities or individuals that are required to be a party to this Agreement or to the Related Documents in order to make this Agreement or the Related Documents effective.

3.4 Disclosure. As to Buyer, neither this Agreement nor any of the Related Documents contains any untrue statement of a fact or omits a fact necessary to make the statements contained herein or therein, in light of the circumstances in which they were made, not misleading. There is no fact which has not been disclosed in writing to Seller of which Buyer or any officer of Buyer is aware or has knowledge which adversely affects or could reasonably be anticipated to adversely affect Seller's performance hereunder or under any of the Related Documents or the transactions contemplated by this Agreement or the Related Documents.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to Buyer to enter into this Agreement, Seller hereby represents and warrants to Buyer, which representations and warranties shall survive the execution and delivery hereof, that:

4.1 Power. Seller has all requisite power and authority and all licenses, permits and other authorizations necessary to enter into and to perform its obligations under this Agreement and the Related Documents to which it is a party.

4.2 Authorization; No Breach. The execution, delivery and performance of this Agreement and the Related Documents to which Seller is a party and the transactions contemplated hereby and thereby have been duly and validly authorized by Seller. This Agreement and the Related Documents to which Seller is a party have been duly executed and delivered by Seller. This Agreement and the Related Documents to which Seller is a party constitute valid and legally binding obligations of Seller, enforceable in accordance with their respective terms, except as such enforceability may be limited by applicable insolvency, bankruptcy, reorganization, moratorium or other similar laws affecting creditors' rights generally and applicable equitable principles. The execution, delivery and performance of this Agreement and the Related Documents to which Seller is a party and the consummation of the transactions contemplated hereby and thereby do not (a) conflict with or result in any breach of any of the provisions of, (b) constitute a default under, result in a violation of, or cause the acceleration of any obligation under, or (c) require any authorization, consent, approval, exemption or other action by or notice to any court or other governmental body under the provisions of, Seller's charter documents or by-laws or any indenture, mortgage, lease, loan agreement or other agreement or instrument to which Seller

is bound or affected or any law, statute, rule, regulation, judgment, order or decree to which Seller is subject.

4.3 No Third Parties. Except for the parties to this Agreement, there are no entities or individuals that are required to be a party to this Agreement or to the Related Documents in order to make this Agreement or the Related Documents effective.

4.4 Disclosure. As to Seller, neither this Agreement nor any of the Related Documents contains any untrue statement of a fact or omits a fact necessary to make the statements contained herein or therein, in light of the circumstances in which they were made, not misleading. There is no fact which has not been disclosed in writing to Buyer of which Seller is aware or has knowledge which adversely affects or could reasonably be anticipated to adversely affect Seller's performance hereunder or under any of the Related Documents or the transactions contemplated by this Agreement or the Related Documents.

ARTICLE 5

CONDITIONS PRECEDENT

The transactions contemplated by this Agreement and delivery of the Purchase Price by Buyer to Seller, are subject to, and contingent upon, the prior or contemporaneous satisfaction of each of the following conditions precedent:

- (a) Buyer and Seller shall have executed and delivered to each other this Agreement;
- (b) Buyer and Seller shall have executed and delivered to each other the Bill of Sale, dated as of the date hereof (the "Bill of Sale"), in substantially the form attached hereto as Exhibit A.
- (c) Buyer and Seller shall have executed and delivered to each other the Assignment and Assumption Agreement, dated as of the date hereof (the "Assignment and Assumption Agreement") and together with the Bill of Sale, the "Related Documents"), in substantially the form attached hereto as Exhibit B.

ARTICLE 6

MISCELLANEOUS

6.1 Notices. Any notice delivered or requested to be given by the parties to this Agreement shall be in writing or by telecommunications device capable of creating a written record (including, without limitation, telecopy), and shall be deemed to have been received when delivered by hand, one (1) business day after delivery to a reputable overnight courier service, or five (5) days after its deposit in the U.S. Mail (postage prepaid), or, in the case of notice by such a telecommunications device, when properly transmitted, addressed as follows:

Notices to Seller:

Fifth Third Bank (Chicago),
600 17th Street
Suite 2800-South
Denver, Colorado 80202
Attention: Joshua L. Van Manen
Telephone No. (303) 260-6476
Facsimile No. (303) 260-6477;

with a copy to:

Duane Morris LLP
190 South LaSalle Street
Suite 3700
Chicago, Illinois 60603
Attention: Brian P. Kerwin, Esq.
Telephone No. (312) 499-6737
Facsimile No. (312) 499-6701

Notices to Buyer:

AFC Trading, Inc
13-20 133rd Place
College Point, New York 11356
Attention: Amir Rotlevi
Facsimile No.: (718) 747-0237
Telephone No.: (718) 747-0726

or to other such person or address as the party receiving such notice shall have requested in writing in accordance with the provisions of this Section 6.1.

6.2 Assignment. This Agreement shall not be assignable or otherwise transferable by any party hereto without the prior written consent of the other parties hereto.

6.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

6.4 No Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person or entity other than the parties hereto and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party, nor shall any provision give any third parties any right of subrogation or action over or against any party. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

6.5 No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any person.

6.6 Captions. The captions used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no caption had been used in this Agreement.

6.7 Complete Agreement. This Agreement and the Related Documents, contain the complete agreement between the parties and supersede any prior understandings and agreements by or between the parties, written or oral, which may have related to the subject matter hereof.

6.8 Counterparts, Electronic Transmission. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Delivery of this Agreement by facsimile or other electronic transmission shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic transmission shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

6.9 Parties Acknowledgment. The parties acknowledge (a) that they have been consulted with or have had the opportunity to consult with independent counsel of their own choice concerning this Agreement and the Related Documents; (b) that they have read and understand this Agreement and the Related Documents, are fully aware of their legal effect, and have entered into this Agreement and the Related Documents freely based on their own judgment and not on any representations or promises other than those contained in this Agreement and the Related Documents.

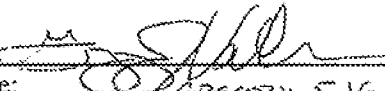
6.10 GOVERNING LAW. THIS AGREEMENT AND THE RELATED DOCUMENTS SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS. THE INTERNAL LAW, NOT THE LAW OF CONFLICTS, OF THE STATE OF ILLINOIS SHALL GOVERN ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, ENFORCEMENT AND INTERPRETATION OF THIS AGREEMENT AND THE RELATED DOCUMENTS AND THE PERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT AND THE RELATED DOCUMENTS.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the date first written above.

SELLER:

FIFTH THIRD BANK (CHICAGO)

By: 
Name: GREGORY S. VALDEZ
Title: OFFICER

BUYER:

AFC TRADING, INC.

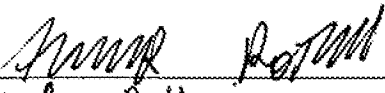
By: 
Name: Amir Rotlevi
Title: VP

Exhibit A -- Bill of Sale

BILL OF SALE

This Bill of Sale (this "Bill of Sale") dated February ~~27~~ 2009 is made by Fifth Third Bank (Chicago) (the "Seller"), to and in favor of AFC Trading Inc., a New York corporation (the "Buyer").

WHEREAS, the Seller and the Buyer have entered into a certain Asset Purchase Agreement dated of even date herewith (as the same may be amended or modified in accordance with its terms, the "Purchase Agreement"). Pursuant to the Purchase Agreement, the Seller has agreed to sell, and the Buyer has agreed to purchase, the Acquired Assets (as defined in the Purchase Agreement). Capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Purchase Agreement, the Seller hereby sells, conveys, transfers, assigns, and delivers to Buyer and its successors and assigns, all of Seller's rights, title and interests in and to the Acquired Assets, free and clear of all liens, claims, charges and encumbrances of any kind whatsoever, to have and to hold forever.


This Bill of Sale shall be binding upon the respective successors and assigns of the Seller and shall inure to the benefit of the successors and assigns of Buyer. This Bill of Sale is executed and delivered pursuant to, and shall be construed in accordance with, the terms of the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Seller and Buyer have executed this Bill of Sale as of the date first written above.

SELLER:

FIFTH THIRD BANK (CHICAGO)

By: 
Name: GREGORY J KUMER
Title: OFFICER

BUYER:

AFC TRADING, INC.



By:  
Name: Amir Rotlevi
Title: VP

Exhibit B – Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement") dated as of February 27 2009, by Fifth Third Bank (Chicago) ("Seller") and AFC Trading Inc., a New York corporation ("Buyer"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Purchase Agreement (as defined below).

Buyer and Seller have entered into an Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement") whereby Seller has agreed to transfer to Buyer the Acquired Assets (as defined in the Purchase Agreement).

NOW THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto (intending to be legally bound) hereby agree as follows:

1. Seller does hereby irrevocably assign, transfer, convey, and deliver to Buyer (and Buyer's successors and assigns) forever, effective as of the date of this Agreement, the Assumed Liabilities. Buyer does hereby assume and agree to pay, perform and discharge if, as and when due in accordance with the terms thereof the Assumed Liabilities.

2. Each of the parties hereto hereby covenants and agrees to do, promptly execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, to the requesting party all such further acts, deeds, conveyances, transfers, assignments, and assurances that may reasonably be requested by the other party hereto in order to facilitate the assignment, transfer and delivery of the Assumed Liabilities and to facilitate the assumption and discharge of the Assumed Liabilities. The Recitals are incorporated herein by this reference thereto.

3. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns. This Agreement is executed and delivered pursuant to, and shall be construed in accordance with, the terms of the Purchase Agreement. Nothing in this Agreement shall be construed as a waiver of, or to limit, modify, terminate or derogate from the representations, warranties, covenants, indemnities and agreements set forth in the Purchase Agreement. If any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement will govern.

4. A signature hereto delivered or sent by fax or other electronic transmission shall be as legally effective and binding as a signed original for all purposes whatsoever.


5. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, without regard to its conflicts of law principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment and Assumption Agreement as of the date first above written.

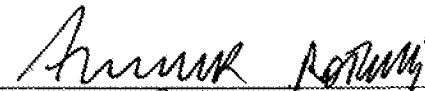
SELLER:

FIFTH THIRD BANK (CHICAGO)

By: 
Name: GREGORY J VANNER
Title: OFFICER

BUYER:

AFC TRADING, INC.

By: 
Name: Amir Rotlevi
Title: VP