

04-29-2010



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B/O FORM PTO 1595 (1/31/92)
Patent and Trademark Office
RECORDATION FORM COVER SHEET
PATENTS ONLY

TURI.0001

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

4-27-10
J.C.M.

1. Name of Conveying Party(ies):

Turiss, L.L.C.

Additional names of conveying parties attached: Yes No

2. Name and Address of Receiving Party(ies):

Name: **Trusted Knight Corporation**
Address: **3405 Hidden River View Rd**
City: **Annapolis**
Maryland 21402

3. Nature of Conveyance:

- Assignment
- Purchase Agreement
- Other:
- Merger
- Change of Name

Execution Date: **February 18, 2010**

Trusted Knight Corporation purchased Turiss, L.L.C.

4. (a) Patent Application Number(s):

12/427,833

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

Additional Numbers Attached.

4. (b) Patent Numbers

5. Name and Address of Party to whom Correspondence Concerning this Document Should be Mailed:

Name: **Juan Carlos A. Marquez**
Address: **STITES & HARBISON, PLLC**
1199 North Fairfax Street
Suite 900
Alexandria, VA 22314

6. Total Number of Applications and Patents Involved: **1**

7. Total Fee: **(\$40.00)** **\$40.00**
(37 C.F.R. § 3.41)

- Payment by credit card. Form PTO-2038 is attached.
- Authorized to be charged to deposit account.

8. Deposit Account Number: **12-0555**

ATTACH DUPLICATE COPY OF THIS PAGE IF PAYING BY DEPOSIT ACCOUNT

DO NOT USE THIS SPACE

9. Statement and Signature:

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

April 22, 2010

Juan Carlos A. Marquez, Registration No. 34,072

Total number of pages comprising cover sheet: 1

04/23/2010 AW00047: 00000000 12427830

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TECHNOLOGY PURCHASE AGREEMENT

TURISS, LLC to TRUSTED KNIGHT CORPORATION

February 18, 2010

This TECHNOLOGY PURCHASE AGREEMENT (the “**Agreement**”) is made this 18th day of February, 2010 between Trusted Knight Corporation (the “**Purchaser**”), and Turiss, LLC (the “**Seller**”).

RECITALS

WHEREAS, the Seller desires to sell and the Purchaser desires to purchase all rights of Seller relating to its anti-key logging protection software marketed under the name “Tiberius Protector” or any other name;

NOW, THEREFORE, in consideration of the covenants, agreements, representations, and warranties contained in this Agreement, the parties hereto hereby agree as follows:

ARTICLE I

PURCHASE AND SALE OF TECHNOLOGY;

PURCHASE PRICE

1.1 *Purchase and Sale of Technology.* Seller hereby sells, transfers, conveys, assigns, and delivers to the Purchaser, and the Purchaser hereby purchases, acquires, and accepts from the Seller, the following assets (the “**Transferred Assets**”):

(i) All of Seller’s right, title, claims to rights and interest in the software products marketed under the name Tiberius Protector or any other name, including without limitation products sold for use by web-based clients and those for use on enterprise personal computers; including without limitation anti-form grabber technology and anti-key logging for buffer-based attacks (the “**Software**”).

(ii) All source code, commentary, explanations and other documentation, and underlying intellectual property and intellectual property rights relating to the Software.

(iii) All of Seller’s rights under U.S. Provisional Patent Application Serial No. 61/125,178 filed April 23, 2008, and United States Patent Application 20090271866.

(iv) All of Seller’s rights under Canadian Patent Application 67 991986 filed October 25, 2009 by Heavenly Rays Communications Inc. including the intellectual property surrounding the ActiveX software object currently being evaluated by M&T Bank.

(vi) All of Seller’s rights in and to all patents, copyrights, processes, trade secrets, licenses and all other forms of intellectual property, and any registrations and applications relating to any of the Software and Transferred Assets.

(vii) All rights under agreements preventing disclosure and restricting competition by employees and former employees of Seller and other parties (if any), insofar as those pertain to the Transferred Assets, and

(viii) All rights of Seller under the undated "Lloyd Liske Consulting Agreement", including the March 2009 Amendment, and the "Assignment of Intellectual Property and Patent Rights & Power of Attorney" dated 21 April 2008, and the February 2010 Amendment and Assignments attached as Exhibits to the Amendment.

1.2 *Assumption of Liabilities or Obligations.* Purchaser will not acquire any of the debts or liabilities of Seller, or any liabilities attributable to any of the Transferred Assets. To the extent that Purchaser becomes legally liable for any of Seller's debts or liabilities, Purchaser may seek indemnification from Seller or may pay such obligation and offset it against any amount otherwise due to Seller.

1.3 *Satisfaction of Certain Employee and Consultant Claims.* Trevor Reschke, Lloyd Liske, and Phil Mellinger have each surrendered their ownership interest in Seller, and have signed a mutual general release of all claims against Seller.

1.4 *Purchase Price.* (a) *Purchase Price.* The total price to be paid by Purchaser to Seller will be Two Hundred Six Thousand and Eighty (206,080) shares of common stock of Purchaser, which is equivalent to Twenty-nine and forty-four one-hundredths percent (29.44%) of the currently issued and outstanding Seven Hundred Thousand (700,000) shares of common stock of Purchaser.

(b) *Contingent Reimbursement Payment:* In the case that Purchaser and M&T Bank execute an Anti-keylogging software license agreement within one hundred twenty (120) days of the date of execution of this Agreement, Purchaser will pay Seller a cash amount according to the below Table I. The maximum amount of this payment will be \$150,000.00, and in the case that a software license agreement between Purchaser and M&T Bank is not executed within one hundred twenty (120) days of the execution of this Agreement, no contingent reimbursement payment will be due or payable to Seller by Purchaser.

First Year Contract Value or Payment	Payment from Purchaser to Seller
\$450,000 or greater	\$150,000
\$400,000 - \$449,999	\$125,000
\$350,000 - \$399,999	\$100,000
\$300,000 - \$349,999	\$75,000
Below \$300,000	\$0

Table I

i. *Timing of Contingent Reimbursement Payment.* If a software license agreement is entered into between Purchaser and M&T Bank within one hundred twenty (120) days of the execution

of this Agreement, then the Contingent Reimbursement Payment as outlined in Table I above will be made within fifteen (15) days after the payment was received from M&T Bank by Purchaser.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Purchaser as set forth below:

2.1 *Organization and Good Standing.* The Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Maryland.

2.2 *Authorization, etc.* The Seller has full corporate power and authority to enter into this Agreement, and all agreements contemplated herein (this Agreement and all such other agreements being collectively referred to herein as the “**Acquisition Documents**”), to perform its obligations hereunder and thereunder, to transfer the Transferred Assets, and to carry out the transactions contemplated hereby and thereby. The Managing Member of the Seller has taken all actions required by law, its Certificate of Organization, its Operating Agreement or otherwise to authorize (i) the execution and delivery of this Agreement and the other Acquisition Documents, and (ii) the performance of its obligations hereunder and thereunder. This Agreement has been duly executed and delivered by the Seller and upon the execution and delivery of the remaining Acquisition Documents by a duly authorized officer of the Seller, the remaining Acquisition Documents will have been duly executed and delivered by the Seller, and this Agreement and such other Acquisition Documents will be, upon due execution and delivery thereof, the legal, valid, and binding obligations of the Seller enforceable according to their terms, except (a) as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium general principle, or similar laws now or hereafter in effect relating to creditors’ rights and (b) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought.

2.3 *Title to Properties; Absence of Liens and Encumbrances.* The Seller has good and marketable title to the Transferred Assets, free and clear of all Liens.

2.4 *No Violation.* None of (i) the execution and delivery of this Agreement or any of the other Acquisition Documents by the Seller, (ii) the performance by the Seller of its obligations hereunder or thereunder, (iii) the consummation of the transactions contemplated hereby or thereby after the Closing, will (A) violate any provision of the Certificate of organization or Operating Agreement of the Seller; (B) violate, or be in conflict with, or constitute a default under or breach of, or permit the termination of, or cause the acceleration of the maturity of, any indenture, mortgage, contract, commitment, debt, or obligation of the Seller, which violation, conflict, default, breach, termination, or acceleration, either individually or in the aggregate with all other such violations, conflicts, defaults, breaches, terminations, and accelerations, would have a material adverse effect on the operations, business, assets, or financial condition of the Seller or the Transferred Assets; (C) require the consent of any other party to or result in the creation or imposition of any Lien upon any property or assets of the Seller or the Transferred Assets under any indenture, mortgage contract, commitment, debt or obligation of or to which the Seller is a party or by which the Seller is bound; (D) violate any statute, law, judgment, decree, order, regulation, or rule of any court or governmental authority to which the Seller or the Transferred Assets is subject; or (E) result in the loss of any material license, privilege, or certificate benefiting the Seller.

2.6 *Consents and Approvals of Governmental Authorities.* No consent, approval, or authorization of, or declaration, filing, or registration with, any governmental or regulatory authority is required to be made or obtained by the Seller in connection with the execution, delivery, and performance of this Agreement or any of the other Acquisition Documents by the Seller.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Seller as set forth below:

3.1 *Corporate Organization, etc.* The Purchaser is a C corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

3.2 *Authorization, etc.* The Purchaser has full corporate power and authority to enter into this Agreement and the other Acquisition Documents to which it is or will be a party, to perform its obligations hereunder and thereunder, and to carry out the transactions contemplated hereby and thereby. The CEO of the Purchaser has taken all actions required by law, its Certificate of incorporation, its By-laws, its Charter or otherwise to authorize (i) the execution and delivery of this Agreement and the other Acquisition Documents and (ii) the performance of its obligations hereunder and thereunder. This Agreement has been duly executed and delivered by the Purchaser and, upon the execution and delivery of the remaining Acquisition Documents by a duly authorized officer of the Purchaser, the remaining Acquisition Documents will have been duly executed and delivered by the Purchaser, and this Agreement is, and such other Acquisition Documents will be, upon due execution and delivery thereof, the legal, valid, and binding obligations of the Purchaser, enforceable according to their terms (A) as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws now or hereafter in effect relating to creditors' rights, and (B) that the remedy of specific enforcement and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

3.3 *No Violation.* None of (i) the execution and delivery of this Agreement or any other Acquisition Document by the Purchaser, (ii) the performance by the Purchaser of its obligations hereunder or thereunder, or (iii) the consummation of the transactions contemplated hereby or thereby will (A) violate any provision of the Certificate of incorporation or Charter of the Purchaser, (B) violate, or be in conflict with, or permit the termination of, or constitute a default under or breach of, or cause the acceleration of the maturity of, any contract, debt, or other obligation of the Purchaser, which violation, conflict, default, breach, termination or acceleration, either individually or in the aggregate with all other such violations, conflicts, defaults, breaches, terminations and accelerations, would have a material adverse effect on the business, assets or financial condition of the Purchaser, (C) require the consent of any other party to, or result in the creation or imposition of any Lien upon any property or assets of the Purchaser under any agreement or commitment to which the Purchaser is a party or by which the Purchaser is bound, or (D) to the best knowledge and belief of the Purchaser, violate any statute or law or any judgment, decree, order, regulation, or rule of any court or governmental authority to which the Purchaser is subject.

ARTICLE IV
CLOSING; CLOSING DATE

4.1 *Closing*. The closing (the “**Closing**”) is occurring simultaneously with the execution of this Agreement, on and effective as of 5:00 p.m. ET, February 18, 2010 (the “**Closing Date**”).

ARTICLE V
CERTAIN POST-CLOSING COVENANTS

5.1 *Non-Competition in Cyber Fraud Intelligence*. For a period of 12 months after the Closing Date, Purchaser agrees not to offer a consulting service that competes with the Seller’s financial cyber fraud intelligence service – which involves monitoring of markets for stolen credentials, and related mitigation services.

5.2 *Further Assurances*. Each party hereto shall execute and deliver such instruments and take such other actions as any other party may reasonably request for the purpose of carrying out the intent of this Agreement and the other Acquisition Documents.

ARTICLE VI
INDEMNIFICATION

6.1 *Survival*. Notwithstanding (i) the making of this Agreement, (ii) any examination made by or on behalf of the parties hereto, and (iii) the Closing hereunder, (A) the representations and warranties of the parties contained herein or in any certificate or other document delivered pursuant hereto or in connection herewith shall survive until January 31, 2011, (B) the covenants and agreements required to be performed after the Closing pursuant to any provision of this Agreement, including this Article 6, shall survive until fully performed or fulfilled. No action for indemnification pursuant to Sections 6.2(c) or 6.3(c) may be brought after the applicable expiration date, provided, however, that if before such date one party hereto has notified the other party hereto of a claim for indemnity hereunder (whether or not formal legal action shall have been commenced based upon such claim), such claim shall continue to be subject to indemnification in accordance herewith.

6.2 *Indemnification by the Seller*. The Seller, its successors, and assigns shall indemnify and hold the Purchaser and its successors and assigns harmless in respect of any and all claims, losses, damages, liabilities, and expenses (including, without limitation, settlement costs and legal, accounting, and other expenses in connection therewith) (collectively, the “**Damages**”) incurred by the Purchaser and its successors and assigns in connection with each and all of the following.

(a) Any claim by any person or other entity for any broker’s or finder’s fee or similar fee charged for commission that arises from any action, statement, or commitment made by the Seller or its agents or Affiliates.

(b) Any breach or other failure to perform any covenant, agreement, or obligation of the Seller contained in this Agreement, any other Acquisition Document or any other instrument, including all

certificates, contemplated hereby or thereby.

(c) Any breach of any representation or warranty by the Seller contained in this Agreement, any other Acquisition Document or any other instrument, including all certificates, contemplated hereby or thereby.

(d) Any claim against Purchaser by reason of Seller's failure to pay expenses incurred in connection with or arising out of the business operations of Turiss, LLC prior to the Closing Date.

(e) Any liability to employees or to third parties for personal injury or death or damage to property arising out of or occurring in connection with products sold or services rendered by the Seller on or before the Closing Date.

6.3 *Indemnification by the Purchaser.* The Purchaser, its successors, and assigns shall indemnify and hold the Seller and its successors and assigns harmless in respect of any and all claims, losses, damages, liabilities, and expenses (including, without limitation, settlement costs and legal, accounting, and other expenses in connection therewith) (collectively, the "**Damages**") incurred by the Seller and its successors and assigns in connection with each and all of the following.

(a) The claim by any person for any broker's or finder's fee or similar fee charged for commission that arises from any actions, statements, or commitments made by the Purchaser or its agents or Affiliates.

(b) The breach or other failure to perform any covenant, agreement, or obligation of the Purchaser contained in this Agreement or any other Acquisition Document or any other instrument, including all certificates contemplated hereby or thereby.

(c) Any breach of any representation or warranty by the Purchaser contained in this Agreement or any other Acquisition Document or any other instrument, including all certificates, contemplated hereby or thereby.

(d) Any claim against Seller by reason of Purchaser's failure to pay expenses incurred in connection with or arising out of the business operations of the Transferred Assets on or after to the Closing Date.

(e) Any liability to employees or to third parties for personal injury or death or damage to property arising out of or occurring in connection with products sold or services rendered by the Purchaser on or after the Closing Date.

6.4 *Notice and Defense of Claim.* Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "**Indemnified Party**") shall provide written notice to the other party (the "**Indemnifying Party**") within 60 (sixty) days of becoming aware of the right to indemnification and, as expeditiously as possible thereafter, the facts constituting the basis for such claim. In connection with any claim giving rise to indemnity hereunder, resulting from or arising out of any claim or legal proceeding by a person who is not a party to this Agreement, the Indemnifying Party,

at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such claim or legal proceeding with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such action, with its counsel and at its own expense. If the Indemnifying Party does not assume the defense of any such claim or litigation resulting therefrom, the Indemnified Party may, but shall not be obligated to, defend against such claim or litigation in such manner as it may deem appropriate including, but not limited to, settling such claim or litigation, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any Damages resulting therefrom.

ARTICLE VII
OTHER AGREEMENTS

7.1 Amendment and Modification; Waiver of Compliance. Subject to the applicable law, this Agreement may be amended, modified, and supplemented only by written agreement signed by the Purchaser and the Seller. Any failure by any party to this Agreement to comply with any obligation, covenant, agreement, or condition contained herein may be expressly waived in writing by the other parties hereto, but such waiver or failure to insist upon strict compliance shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 7.1.

7.2 Fees and Expenses. Each of the parties hereto will pay its own fees and expenses (including attorneys' and accountants' fees, legal costs, and expenses) incurred in connection with this Agreement, the other Acquisition Documents and the consummation of the transactions contemplated hereby and thereby.

7.3 Notices. All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given if delivered by hand, overnight courier, or mailed certified or registered mail with postage prepaid as follows:

(a) If to the Purchaser, to:

Joseph L. Patanella
Trusted Knight Corporation
3405 Hidden River View Rd
Annapolis, MD 21403

(b) If to the Seller, to:

The LW Group, Inc.
Managing Member, Turiss, LLC
1620 South Queen St.
York, PA 17403

7.4 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure

to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interest, or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of all the other parties.

7.5 *Governing Law.* This Agreement and the legal relations between the parties hereto shall be governed by, and construed in accordance with, the laws of the State of Delaware, without reference to the conflict of laws principles thereof.

7.6 *Counterparts.* This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimiles or copies of signatures shall be effective as originals.

7.7 *Arbitration.* Any dispute between Seller and Purchaser arising under this Agreement or any of the Acquisition Documents shall be resolved by mandatory binding arbitration conducted by a single arbitrator administered by JAMS.

7.8 *Offset.* Purchaser and Seller shall each have the right to offset against any payment obligation it may have to any other party hereto, any obligation such other party may have to it, including without limitation any unpaid claims pursuant to Article VI.

7.9 *Entire Agreement.* This Agreement and other documents referred to herein which form a part hereof, embody the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersede all prior agreements and understandings between the parties with respect to such subject matter, including, by way of illustration and not by limitation, any term sheet agreed to by the parties hereto before the date hereof. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth or referred to herein.

7.10 *Definitional Provisions.* All terms defined in this Agreement shall have such defined meanings when used in any certificate or other document made or delivered pursuant hereto or thereto, unless otherwise defined therein.

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

Seller:

TURISS, LLC

By: The LW Group, Inc., Managing Member

Purchaser:

TRUSTED KNIGHT CORPORATION

By: _____

By: _____

Joseph L. Patanella
CEO

to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interest, or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of all the other parties.

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Seller:


Purchaser:

TURISS, LLC

TRUSTED KNIGHT CORPORATION

By: The LW Group, Inc., Managing Member

By: _____

By: 

Joseph L. Patanella
CEO

to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interest, or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of all the other parties.

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Seller:

Purchaser:

TURISS, LLC

TRUSTED KNIGHT CORPORATION

By: The LW Group, Inc., Managing Member

By: 

By: _____

Joseph L. Patanella
CEO