

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Asset Purchase Agreement
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Alliance Technology Group, Inc.	04/27/2011
<b>RECEIVING PARTY DATA</b>	
Name:	Visiam, LLC
Street Address:	1474 92nd Lane NE, Suite 300
City:	Blaine
State/Country:	MINNESOTA
Postal Code:	55449
<b>PROPERTY NUMBERS Total: 4</b>	
Property Type	Number
Application Number:	11663484
Application Number:	12356663
Patent Number:	7802694
Patent Number:	7479392
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ATTORNEY DOCKET NUMBER:	837.0001USWO/0002USWO
NAME OF SUBMITTER:	Mark DiPietro

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**PATENT**  
**REEL: 026879 FRAME: 0675**

**Total Attachments: 31**

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of April 27, 2011, between Alliance Technology Group, Inc., a Nevada corporation ("Seller"), and Visiam, LLC, a Delaware limited liability company ("Buyer").

### RECITALS:

WHEREAS, Seller has developed expertise and intellectual property in the field of waste management and processing; and

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller certain ATG Intellectual Property (as such term is defined below) in accordance with the terms of this Agreement; and

WHEREAS, Seller and Buyer previously entered into a license agreement (the "License Agreement") and an equipment purchase agreement ("the Equipment Purchase Agreement", together the "Previous Agreements") granting Buyer rights to Seller's intellectual property and ownership of certain property built by Seller; and

WHEREAS, in order to expand the rights granted to Buyer and Seller, ensure that Buyer and Seller continue to receive long-term benefits from the ATG Intellectual Property, replace and release claims between the parties under the Previous Agreements, and restructure the payment obligations of the Previous Agreements, Seller and Buyer now wish to enter into the Agreement as set forth below.

### AGREEMENTS:

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein, and for other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties mutually agree as follows:

### ARTICLE I DEFINITIONS

1.1) Specific Definitions. As used in this Agreement, the following terms shall have the meanings set forth or as referenced below:

"Acquisition Proposal" has the meaning set forth in Section 6.1 (a)

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

"Affiliate" of a specified person (natural or juridical) means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified. "Control" shall mean ownership of more than 50% of the shares of stock entitled to vote for the election of directors in the case of a corporation, and more than 50% of the voting power in the case of a business entity other than a corporation.

"Agreement" has the meaning set forth in the preamble, including all schedules hereto.

"Allocation Schedule" has the meaning set forth in Section 2.11

"Assignment and Assumption Agreement" has the meaning set forth in Section 3.2 (a) (2)

"ATG" means Alliance Technology Group, Inc and its Affiliates.

"ATG Intellectual Property" means (a) the patents and patent applications, together with any patents that may issue based thereon, set forth on Exhibit A; (b) all continuation, divisional, re-issue, re-examination and substitution applications that may be filed by or for the benefit of ATG based on the foregoing referenced patents and patent applications, together with any patents that may issue based thereon; (c) all foreign applications that may be filed by or for the benefit of ATG based on the foregoing referenced patents and patent applications, together with all patents which may issue based thereon; and (d) any patents or patent applications based on ATG Improvements.

"Bill of Sale" has the meaning set forth in Section 3.2 (a) (1)

"Books and Records" means as set forth in Section 2.1 (d)

"Business" has the meaning set forth in the recitals

"Business Day" means any day except Saturday, Sunday or any other day on which commercial banks located in Minnesota are authorized by Law to be closed for business.

"Buyer" means as set forth in the Preamble.

"Buyer Indemnitees" has the meaning set forth in Section 8.2

"Closing" means as set forth in Section 7.1.

"Closing Date" means as set forth in Section 7.1.

"Confidential Information" means know-how, trade secrets, and proprietary information disclosed by one of the parties (the "disclosing party") to the other party (the "receiving party") or generated under this Agreement, excluding information which;

- (a) was already in the possession of receiving party on a non-confidential basis prior to its receipt from the disclosing party; provided that the receiving party shall provide the disclosing party with reasonable documentary proof thereof;

- (b) is or becomes part of the public domain by reason of acts not attributable to the receiving party;
- (c) is or becomes available to receiving party from a source other than the disclosing party which source, to the best of the receiving party's knowledge, has rightfully obtained such information and has no obligation of nondisclosure or confidentiality with respect thereto; or
- (d) is made available by the disclosing party to a third party unaffiliated with the disclosing party on an unrestricted basis.

"Contracts" means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

"Customer(s)" means a party that submits and makes payment on and for a Vessel System (as such term is defined below).

"Direct Claim" has the meaning set forth in Section 8.4 (c)

"Encumbrance" means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

"Equipment" means the Equipment listed in Schedule A of the Equipment Purchase Agreement.

"Equipment Purchase Agreement" means as set forth in Exhibit F

"Excluded Assets" has the meaning set forth in Section 2.2

"Excluded Contracts" has the meaning set forth in Section 2.2 (a)

"Excluded Liabilities" has the meaning set forth in Section 2.3

"Final Payment" means as set forth in Section 2.5 (c)

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"Indemnified Party" means as set forth in Section 8.4.

"Indemnifying Party" means as set forth in Section 8.4.

"Intellectual Property" means U.S. and foreign patents and patent applications, trademarks, service marks and registrations thereof and applications therefore, copyrights and copyright registrations

and applications, mask works and registrations thereof, know-how, trade secrets, inventions, discoveries, ideas, technology, data, information, processes, drawings, designs, licenses, computer programs and software, and technical information including but not limited to information embodied in material specifications, processing instructions, equipment specifications, product specifications, confidential data, electronic files, research notebooks, invention disclosures, research and development reports and the like related thereto.

"Intellectual Property Assets" means all Intellectual Property that is owned by Seller and used in or necessary for the conduct of the Business as currently conducted.

"Intellectual Property Assignments" has the meaning set forth in Section 3.2 (a) (3)

"Intellectual Property Licenses" means all licenses, sublicenses and other agreements by or through which other Persons, including Seller's Affiliates, grant Seller exclusive or non-exclusive rights or interests in or to any Intellectual Property that is used in or necessary for the conduct of the Business as currently conducted.

"Knowledge" of a party or "known" means the actual knowledge of a person to this transaction who, because of his position with such party, would in the ordinary course of business, in such party's dealings with the other have the knowledge relevant to the subject matter at issue.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

"Liabilities" means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

"License Agreement" has the meaning set forth in Section 10.2 (a)

"Liens" means liens, mortgages, pledges, encumbrances, or security interests.

"Losses" means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; *provided, however*, that "Losses" shall not include punitive damages, except in the case of fraud or to the extent actually awarded to a Governmental Authority or other third party.

"Material Adverse Effect" means an effect which is materially adverse to the ATG Intellectual Property considered as a whole.

"Permits" means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period ending on and including the Closing Date.

"Previous Agreements" means the combination of the License Agreement and Equipment Purchase Agreement.

"Purchased Assets" means as set forth in Section 2.1

"Purchase Price" means as set forth in Section 2.4.

"Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"Restricted Business" means the development of intellectual property in the field of waste management and processing, the manufacturing of Vessel Systems (as defined below), the development of new fields of use utilizing the ATG Intellectual Property, and other such businesses as it relates to the Purchased Assets unless specifically authorized under the Supply Agreement.

"Restricted Period" has meaning set forth in Section 6.3 (a)

"Security Interest" means as set forth in Section 2.6

"Seller" means as set forth in the Preamble.

"Seller Indemnitees" has the meaning set forth in Section 8.3

"Structured Payment" means the method by which the Buyer shall pay the Seller based on Vessel System (as such term is defined below) sales.

"Supply Agreement" has meaning set forth in Section 6.3 (a)

"Taxes" means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

"Third Party Claim" has the meaning set forth in Section 8.4 (a)

"Total Structured Payments" means as set forth in Section 2.5 (b)

"Transaction Documents" means this Agreement, the Bill of Sale, the Assignment and Assumption Agreement, Intellectual Property Assignments, the Supply Agreement and the other agreements, instruments and documents required to be delivered at the Closing.

"Vessel System" means a rotary thermal vessel have frame, base, and all ancillary equipment to allow operation.

"Visiam" means Visiam, LLC and its Affiliates.

1.2) Other Terms. Other terms may be defined elsewhere in the text of this Agreement and shall have the meaning indicated throughout this Agreement.

1.3) Other Definitional Provisions.

- (a) The words "hereof," "herein," and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provisions of this Agreement.
- (b) The terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa.
- (c) The term "Dollars" or "\$" shall refer to the currency of the United States of America.
- (d) All references to time shall refer to Minneapolis, Minnesota time.

ARTICLE II  
PURCHASE AND SALE

2.1) Purchase and Sale of Assets. As and for replacement of the Previous Agreements, and related claims by the parties against each other, and subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of any Encumbrances, all of Seller's right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired (other than the Excluded Assets), which relate to, or are used or held for use in connection with, the Business (collectively, the "Purchased Assets"), including, without limitation, the following:

- a) All inventory, finished goods, raw material, work in progress, packing, supplies, parts and other inventories as defined in the Equipment Purchase Agreement (included in Exhibit F);



b) All Intellectual Property Assets (collectively, the "ATG Intellectual Property" and included in Exhibit A);

c) All of Seller's rights under warranties, indemnities and similar rights against third parties to the extent related to any Purchased Assets;

d) Originals, or where not available, copies, of all books and records, including, but not limited to, machinery and equipment maintenance files, price lists, supplier lists, research and development files, material and research intellectual property files relating to the Intellectual Property Assets and the Intellectual Property Licenses ("Books and Records")

2.2) Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include the following assets (collectively, the "Excluded Assets"):

a) Contracts, including Intellectual Property Licenses, that are not Assigned Contracts (the "Excluded Contracts")

2.3) Excluded Liabilities. Buyer shall not assume and shall not be responsible to pay, perform or discharge any Liabilities of Seller or any of its Affiliates of any kind or nature whatsoever (the "Excluded Liabilities"). Seller shall, and shall cause each of its Affiliates to, pay and satisfy in due course all Excluded Liabilities which they are obligated to pay and satisfy. Without limiting the generality of the foregoing, the Excluded Liabilities shall include, but not be limited to, the following:

a) any Liabilities of Seller arising or incurred in connection with the negotiation, preparation and performance of this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisors and others;

b) any Liability for (i) Taxes of Seller (or any stockholder or Affiliate of Seller) or relating to the Business, the Purchased Assets or the Assumed Liabilities for any Pre-Closing Tax Period; (ii) Taxes that arise out of the consummation of the transactions contemplated hereby or that are the responsibility of Seller pursuant to Section 6.14; or (iii) other Taxes of Seller (or any stockholder or Affiliate of Seller) of any kind or description (including any Liability for Taxes of Seller (or any stockholder or Affiliate of Seller) that becomes a Liability of Buyer under any common law doctrine of de facto merger or transferee or successor liability or otherwise by operation of contract or Law);

c) any Liabilities relating to or arising out of the Excluded Assets;

d) any Liabilities in respect of any pending or threatened Action arising out of, relating to or otherwise in respect of the operation of the Business or the Purchased Assets to the extent such Action relates to such operation on or prior to the Closing Date;

e) any Liabilities related to the Intellectual Property prior to the Closing Date, including, without limitation, fees and expenses of counsel, filings, renewals, annuities and others.

2.4) Purchase Price. The aggregate purchase price for the Purchased Assets shall be three million two hundred thousand dollars (\$3,200,000.00) (the "Purchase Price").

2.5) Payment of Purchase Price. Payment of the Purchase Price by Buyer to Seller shall be made as follows:

(a) The sum of fifty thousand dollars (\$50,000.00) shall be paid as a down payment by Buyer to Seller within 60 days of the Buyer receiving a minimum of one million dollars (\$1,000,000.00) in its concurrent financing, or the sale of a Vessel System under the terms of this Agreement. The down payment, if funded as a result of a concurrent financing, shall be deducted against the first Structured Payment as set forth immediately below.

(b) The Buyer shall pay the Seller a total of two million seven hundred thousand (\$2,700,000.00) (the "Total Structured Payment") on Vessel System sales, payments shall be structured and made as follows (each, a "Structured Payment"):

(1) Buyer shall pay to Seller a Structured Payment of fifty eight thousand dollars (\$58,000.00) per Vessel sold with a total cubic foot measurement of equal to or less than 1200 cubic feet. Payment shall be made as follows: thirty thousand dollars (\$30,000.00) paid to Seller within 30 days of down payment received by Buyer from its Customer, the remaining twenty eight thousand dollars (\$28,000.00) paid by Buyer to Seller 30 days after final payment made by Buyers Customer.

(2) Buyer shall pay to Seller a Structured Payment of one hundred eight thousand dollars (\$108,000.00) per Vessel System sold with a total cubic foot measurement greater than 1200 cubic feet. Payment shall be made as follows: fifty thousand dollars (\$50,000.00) paid to Seller within 30 days of down payment received by Buyer from its Customer, the remaining fifty eight thousand dollars (\$58,000.00) paid by Buyer to Seller 30 days after final payment made by Buyers Customer.

(3) Buyer shall pay Seller the greater of a minimum payment of one hundred thousand dollars (\$100,000.00) or the applicable Structured Payment(s), per calendar year, excluding calendar year 2011. In this calendar year, only the Structured Payment shall be payable if owed pursuant hereto. The first minimum payment is due December 31, 2012.

(4) On the fifth (5<sup>th</sup>) anniversary of the Effective Date, Buyer shall pay to Seller the remaining amount (if any) of the Total Structured Payment that has not yet been paid to Seller by such anniversary.

(5) The first Structured Payment is due to Seller on the sale of a Vessel System by Buyer to a Customer of a new Vessel System, this excludes the Equipment purchased in connection with this Agreement and any combination of Vessel Systems manufactured thereof.

- (6) Buyer will only be responsible for Structured Payments to Seller on Vessel Systems sold into countries that are covered by a valid claim of an unexpired patent under which the purchased ATG Intellectual Property is valid and such processing takes place.
- (c) Buyer will pay to Seller a Final Payment of five hundred thousand dollars (\$500,000.00) no later than the first to occur of the sixth (6<sup>th</sup>) anniversary of the Effective Date or twelve (12) months after the Total Structured Payment is herein required to be paid by Seller.
- (d) Buyer has the right to make a pre-payment, in full, to Seller, of the total Purchase Price with no penalty to Buyer.

2.6) Security Interest. To secure Buyer's obligations to Seller hereunder, Buyer hereby grants a Security Interest consisting of a first secured lien to you in the following property of Buyer,

a) All patents and patent applications, and the inventions and improvements described and claimed herein, including, without limitation, those patents and patent applications listed on Schedule A and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in the foregoing clauses (a)-(d).

b) Buyer agrees to file immediately after the Effective Date, at Buyer's cost, UCC financing statements upon the execution of this Agreement, to file this Agreement with the USPTO and all other appropriate offices and take such further action as Seller may deem necessary or desirable in order to perfect and preserve the security interest granted hereby and provide proof of such filing to Seller. Upon the failure of Buyer to perform any obligation hereunder, Buyer hereby authorizes Seller to (w) complete and file that certain Patent Assignment with the USPTO and all other appropriate offices, a copy of which is attached hereto as Schedule B, (x) notify Visiam that the collateral set forth in subsection (a) above has been assigned to you, which assignment Buyer hereby agrees it shall acknowledge and shall not object to, (y) notify all appropriate parties that the collateral set forth in subsection (a) above has been assigned to you and (z) to exercise any additional rights and remedies as may be available to you under any document or applicable law

c) This Security Interest shall remain in force and full effect until Purchase Price is received by Seller. At which such time Seller has no further claim on the ATG Intellectual Property.

2.7) Reports and Payments. Buyer shall provide Seller a semi-annual written report indicating any sales of Vessel Systems for that half year. This report will include a detail, by size classification, of the Vessel Systems sold for that period.

2.8) Interest. Any and all payments required to be made by Buyer to Seller hereunder which are not made in full on the date on which such payments are due and owing shall accrue interest at the rate of 1% per month until all such payments are made in full to Seller.

2.9) Records. Buyer agrees to keep accurate written records sufficient in detail to enable the Structured Payments payable under this Agreement by Buyer to be determined and verified. Such records for a particular Semi-Annual period shall be retained by Buyer for a period of not less than three years after the end of such period.

2.10) Audit of Records. Upon reasonable notice and during regular business hours at Buyer's corporate offices, Buyer shall from time to time (but no more frequently than once annually) make available the records referred to in Section 2.7 for audit at Seller's expense by independent representatives selected by Seller and reasonably acceptable to Buyer to verify the accuracy of the reports provided to Seller. Such representatives shall execute a suitable confidentiality agreement reasonably acceptable to Buyer prior to conducting such audit. Such representatives may disclose to Seller their conclusions regarding the accuracy and completeness of Structured Payments and of records related thereto, and shall not disclose Buyer's confidential business information to Seller without the prior written consent of Buyer.

2.11) Allocation of Purchase Price. Seller and Buyer agree that the Purchase Price shall be allocated among the Purchased Assets for all purposes (including Tax and financial accounting) as shown on the allocation schedule (the "Allocation Schedule", included in Exhibit G).

2.12) Third Party Consents. To the extent that Seller's rights under any Contract or Permit constituting a Purchased Asset, or any other Purchased Asset, may not be assigned to Buyer without the consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Seller, at its expense, shall use its reasonable best efforts to obtain any such required consent(s) as promptly as possible. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Buyer's rights under the Purchased Asset in question so that Buyer would not in effect acquire the benefit of all such rights, Seller, to the maximum extent permitted by law and the Purchased Asset, shall act after the Closing as Buyer's agent in order to obtain for it the benefits thereunder and shall cooperate, to the maximum extent permitted by Law and the Purchased Asset, with Buyer in any other reasonable arrangement designed to provide such benefits to Buyer. Notwithstanding any provision in this Section 2.11 to the contrary, Buyer shall not be deemed to have waived its rights under Section 7.2 (d) hereof unless and until Buyer either provides written waiver thereof or elects to proceed to consummate the transactions contemplated by this Agreement at Closing.

### ARTICLE III CLOSING

3.1) Closing Date. The consummation of the purchase and sale of the Purchased Assets provided for herein (the "Closing") shall take place at such place as the parties hereto may agree.

3.2) Closing Deliverables.

a) At the Closing, Seller shall deliver to Buyer the following:

- (1) a bill of sale [in the form of Exhibit B hereto/in form and substance satisfactory to Buyer] (the "Bill of Sale") and duly executed by the Seller, transferring the tangible property included in the Purchased Assets to the Buyer;
- (2) an assignment and assumption agreement [in the form of Exhibit C hereto/in form and substance satisfactory to Buyer] (the "Assignment and Assumptions Agreement") and duly executed by the Seller, effecting the assignment to and assumption by the Buyer of the Purchased Assets.
- (3) assignments [in the form of Exhibit D hereto/in form and substance satisfactory to Buyer] (the "Intellectual Property Assignments") and duly executed by Seller, transferring all of Seller's right, title, and interest in and to the Intellectual Property Assets and the Intellectual Property Licenses to Buyer;
- (4) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement.

b) At the Closing Buyer shall deliver to Seller the following:

- (1) the Assignment and Assumption Agreement duly executed by Buyer;
- (2) a Security Interest in the Intellectual Property Assets duly executed by Buyer.

3.3) Proceedings. All proceedings taken and all documents executed and delivered by the parties hereto at the Closing shall be deemed to have been taken and executed simultaneously and no proceedings shall be deemed taken nor any documents executed or delivered until all have been taken, executed and delivered.

ARTICLE IV  
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statement contained in this Article IV are true and correct as of the date hereof.

4.1) Organization of Seller. Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada and has full corporate power to conduct the

business in which it is presently engaged and to enter into and perform its obligations under this Agreement.

4.2) Authority of Seller. Seller has full corporate power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized, executed, and delivered by Seller and constitutes a legal, valid and binding agreement of Seller, enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles. No further proceeding on the part of Seller is necessary to authorize this Agreement and the transactions contemplated hereby. Neither the execution and delivery of this Agreement nor compliance by Seller with its terms and provisions will violate (i) any provision of the articles of incorporation or bylaws of Seller, (ii) any contract, license, franchise or permit to which Seller is a party or by which it is bound, or (iii) any law, statute, regulation, injunction, order or decree of any government agency or authority or court to which Seller is subject, where, in all cases, such violation would have a Material Adverse Effect.

4.3) No Conflicts; Consents. The execution, delivery and performance by Seller of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws or other organizational documents of Seller; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Seller, the Business or the Purchased Assets; (c) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Contract or Permit to which Seller is a party or by which Seller or the Business is bound or to which any of the Purchased Assets are subject (including any Assigned Contract); or (d) result in the creation or imposition of any Encumbrance on the Purchased Assets.

4.4) Litigation. There are no actions, suits, claims, disputes or proceedings or governmental investigations pending or threatened against Seller or any of its Affiliates with respect to the ATG Intellectual Property or the use thereof by Seller, either at law or in equity, before any court or administrative agency or before any governmental department, commission, board, bureau, agency or instrumentality, or before any arbitration board or panel whether located in the United States or a foreign country. To Seller's knowledge, Seller has not failed to comply with any law, rule, regulation, writ, judgment, injunction, decree, determination, award or other order of any court or other governmental agency or instrumentality, domestic or foreign, which failure in any case would in any material respect impair any rights of Buyer under this Agreement.

4.5) Compliance with Law. Seller is not in violation of any law, ordinance or regulation of any governmental entity, which violation would have a Material Adverse Effect, and Seller has received no written notice of any violation thereof. There are no proceedings in progress, pending or threatened which may result in revocation, cancellation, suspension or any adverse modification of any such permits, nor will the consummation of the transactions hereunder have any such result, where, in all cases, such a result would have a Material Adverse

Effect. Seller is not the subject of any federal, state or local enforcement action or other investigation relating to environmental matters which would have a Material Adverse Effect.

4.6) Title to Assets. Seller exclusively owns, or has valid and subsisting exclusive license rights (with the right to sublicense) to, all of the Purchased Assets, subject to no lien, charge, security interest, mortgage, pledge, restriction, adverse claim or any other encumbrance whatsoever (and without any obligation to any person or entity for royalties, fees or commissions). No current or former stockholder, employee or consultant of Seller has any rights in or to any of the Purchased Assets. To the best of the Seller's knowledge, the ATG Intellectual Property is valid and enforceable and has not been challenged in any judicial or administrative proceeding. Seller's execution and performance of this Agreement, the transactions contemplated herein and Buyer's use of the Purchased Assets will not infringe, misappropriate, misuse or conflict with the rights, including patent and other intellectual property or contractual rights, of third parties. Seller has the rights and authority to enter into this Agreement and to grant the purchase granted herein. To the best of Seller's knowledge, no person or entity nor such person's or entity's business or products has infringed, misused, misappropriated or conflicted with the ATG Intellectual Property or currently is infringing, misusing, misappropriating or conflicting with such ATG Intellectual Property. Furthermore, to the best of Seller's knowledge, all ATG Intellectual Property identified in Exhibit A has the status indicated therein and all applications are still pending in good standing and have not been abandoned. To the best of Seller's knowledge, the ATG Intellectual Property identified in Exhibit A constitutes all of the current patents and patent applications filed by or for the benefit of Seller. To the best of Seller's knowledge, Seller has made all statutorily required filings, if any, to record its interests and taken reasonable actions to protect its rights in the ATG Intellectual Property.

4.7) Accuracy of Information. No representation or warranty by the Seller hereunder and no list to be furnished by the Seller pursuant hereto or in connection with the transactions contemplated hereby contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact, necessary to make the statements contained therein not misleading where, in all cases, such statement or omission will have a Material Adverse Effect. No specific representation or warranty shall limit the generality or applicability of a more general representation or warranty.

4.8) No Other Representations or Warranties. Except for the representations and warranties contained in this Article IV, neither Seller nor any other person makes any other representation or warranty on behalf of Seller, express or implied, and Seller hereby disclaims any such other representation or warranty, whether by Seller or any of its officers, directors, employees, agents or representatives or any other person.

## ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article V are true and correct as of the date hereof.

5.1) Organization of Buyer. Buyer has been duly organized, validly exists and is in good standing under the laws of the State of Delaware.

5.2) Authority of Buyer. Buyer has full power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized, executed, and delivered by Buyer, and constitutes a legal, valid and binding agreement of each of Buyer, enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles. No further proceeding on the part of Buyer is necessary to authorize this Agreement and the transactions contemplated hereby. Neither the execution and delivery of this Agreement nor compliance by Buyer with its terms and provisions will violate (i) any provision of the articles of organization or member control agreement of Buyer, (ii) to Buyer's knowledge, any contract provision, license, franchise or permit to which Buyer is a party or by which it is bound, or (iii) to Buyer's knowledge, any law, statute, regulation, injunction, order or decree of any government agency or authority or court to which Buyer is subject, where, in all cases, such violation, as far as Buyer can reasonably foresee, would have a material adverse effect upon Buyer.

5.3) No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws or other organizational documents of Buyer; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Buyer; or (c) require the consent, notice or other action by any Person under any Contract to which Buyer is a party.

5.4) Legal Proceedings. There are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise or serve as a basis for any such Action

5.5) No Other Representations or Warranties. Except for the representations and warranties contained in this Article V, neither Buyer nor any other person makes any other representation or warranty on behalf of Buyer, express or implied, and Buyer hereby disclaims any such other representation or warranty, whether by Buyer or any of its officers, directors, employees, agents or representatives or any other person.

## ARTICLE VI COVENANTS

### 6.1) No Solicitation of Other Bids.

a) Seller shall not, and shall not authorize or permit any of its Affiliates or any of its or their Representatives to, directly or indirectly, (i) encourage, solicit, initiate, facilitate or continue inquiries regarding an Acquisition Proposal; (ii) enter into discussions or negotiations



with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. Seller shall immediately cease and cause to be terminated, and shall cause its Affiliates and all of its and their Representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that could lead to, an Acquisition Proposal. For purposes hereof, "Acquisition Proposal" means any inquiry, proposal or offer from any Person (other than Buyer or any of its Affiliates) relating to the direct or indirect disposition, whether by sale, merger or otherwise, of all or any portion of the Business or the Purchased Assets.

b) Seller agrees that the rights and remedies for noncompliance with this Section 6.1 (a) shall include having such provision specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to Buyer and that money damages would not provide an adequate remedy to Buyer.

6.2) Confidentiality. Both parties acknowledge that, in the course of performing their respective obligations under this Agreement, they may receive from the other party certain Confidential Information. Both parties agree to limit disclosure and access to the other party's Confidential Information to such of their employees as are directly involved with work required by this Agreement and then only to the extent as is necessary and essential to complete the work involved herewith. Such employees shall preserve the confidential nature of the Confidential Information of the other party. Neither party shall disclose any of the other party's Confidential Information, in whole or in part, directly or indirectly, unless authorized in writing by the other party. The parties shall, at all times, take proper and appropriate steps to protect the Confidential Information of the other party. Confidential Information of the other party shall be used only in connection with the performance of the obligations of the parties under this Agreement. No other use of the Confidential Information of the other party will be made by the receiving party or its employees, it being recognized that the disclosing party has reserved all rights to its own Confidential Information. The receiving party will not duplicate the Confidential Information of the other party, in whole or in part, except to the extent necessary to perform its obligations under this Agreement. The Confidential Information of the other party (and all copies and summaries thereof) shall remain the property of the disclosing party and shall be returned to the disclosing party upon termination of this Agreement. The provisions of this Section 6.2 shall survive the termination of this Agreement.

6.3) Non-competition; Non-solicitation.

a) Except for the terms outlined in the "Supply Agreement" identified in Exhibit E, for a period of five (5) years commencing on the Closing Date (the "Restricted Period"), Seller shall not, and shall not permit any of its Affiliates to, directly or indirectly, (i) engage in or assist others in engaging in the Restricted Business in the Territory; (ii) have an interest in any Person that engages directly or indirectly in the Restricted Business in the Territory in any capacity, including as a partner, shareholder, member, employee, principal, agent, trustee or consultant; or (iii) cause, induce or encourage any material actual or prospective client, customer, supplier or licensor of the Business (including any existing or former client or customer of Seller and any Person that becomes a client or customer of the Business after the Closing), or any other Person

who has a material business relationship with the Business, to terminate or modify any such actual or prospective relationship. Notwithstanding the foregoing, Seller may own, directly or indirectly, solely as an investment, securities of any Person traded on any national securities exchange if Seller is not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own five percent (5%) or more of any class of securities of such Person.

b) During the Restricted Period, Seller shall not, and shall not permit any of its Affiliates to, directly or indirectly, hire or solicit any person who is offered employment by Buyer or is or was employed in the Business during the Restricted Period, or encourage any such employee to leave such employment or hire any such employee who has left such employment, except pursuant to a general solicitation which is not directed specifically to any such employees; *provided, that* nothing in this Section 6.3(a) shall prevent Seller or any of its Affiliates from hiring (i) any employee whose employment has been terminated by Buyer or (ii) after one hundred eighty days (180) days from the date of termination of employment, any employee whose employment has been terminated by the employee.

c) If Seller breaches, or threatens to commit a breach of, any of the provisions of this Section 6.3, Buyer shall have the following rights and remedies, each of which rights and remedies shall be independent of the others and severally enforceable, and each of which is in addition to, and not in lieu of, any other rights and remedies available to Buyer under law or in equity:

- (1) the right and remedy to have such provision specifically enforced by any court having jurisdiction, it being acknowledged and agreed that any such breach or threatened breach may cause irreparable injury to Buyer and that money damages may not provide an adequate remedy to Buyer; and
- (2) the right and remedy to recover from the Seller all monetary damages suffered by Buyer as the result of any acts or omissions constituting a breach of this Section 6.3.

d) Seller acknowledges that the restrictions contained in this Section 6.3 are reasonable and necessary to protect the legitimate interests of Buyer and constitute a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement. In the event that any covenant contained in this Section 6.3 should ever be adjudicated to exceed the time, geographic, product or service or other limitations permitted by applicable Law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service or other limitations permitted by applicable Law. The covenants contained in this Section 6.3 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

6.4) Best Efforts. Each of the parties hereto shall use its best efforts to fulfill or obtain the fulfillment of the conditions of the Closing, including, without limitation, the execution and delivery of all agreements or other documents contemplated hereunder to be so executed and delivered.

6.5) Public Announcements. Unless otherwise required by applicable Law, no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

6.6) Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

## ARTICLE VII CONDITIONS TO CLOSING

7.1) Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

a) Other than the representations and warranties of Seller contained in Section 4.1 and Section 4.2, the representations and warranties of Seller contained in this Agreement, the other Transaction Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of Seller contained in Section 4.1 and Section 4.2 shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

b) Seller shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date.

c) No Action shall have been commenced against Buyer or Seller, which would prevent the Closing.

d) All approvals, consents and waivers that are listed on Section 4.3 of the Disclosure Schedules shall have been received, and executed counterparts thereof shall have been delivered to Buyer at or prior to the Closing.

e) From the date of this Agreement, there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect.

f) All Encumbrances relating to the Purchased Assets shall have been released in full and Seller shall have delivered to Buyer written evidence, in form satisfactory to Buyer in its sole discretion, of the release of such Encumbrances.

g) Buyer shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Seller certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Seller authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

h) Buyer shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Seller certifying the names and signatures of the officers of Seller authorized to sign this Agreement, the Transaction Documents and the other documents to be delivered hereunder and thereunder.

i) Seller shall have delivered to Buyer such other documents or instruments as Buyer reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

7.2) Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Seller's waiver, at or prior to the Closing, of each of the following conditions:

a) Other than the representations and warranties of Buyer contained in Section 5.1 and Section 5.2, the representations and warranties of Buyer contained in this Agreement, the other Transaction Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of Buyer contained in Section 5.1 and Section 5.2 shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date.

b) Buyer shall have duly performed and complied in all material respects with all

agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date.

c) No injunction or restraining order shall have been issued and be in effect, which restrains or prohibits any material transaction contemplated hereby.

d) All approvals, consents and waivers that are listed on Section 5.3 of the Disclosure Schedules shall have been received, and executed counterparts thereof shall have been delivered to Buyer at or prior to the Closing.

e) Seller shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Buyer certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Buyer authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

f) Seller shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Buyer certifying the names and signatures of the officers of Buyer authorized to sign this Agreement, the Transaction Documents and the other documents to be delivered hereunder and thereunder.

g) Buyer shall have delivered to Seller such other documents or instruments as Seller reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

## ARTICLE VIII INDEMNIFICATION

8.1) Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is five (5) years from the Closing Date; *provided, that* the representations and warranties in Section 4.1, Section 4.2, Section 4.6, Section 5.1 and Section 5.2 shall survive indefinitely. All covenants and agreements of the parties contained herein shall survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved

8.2) Indemnification by Seller. Subject to the other terms and conditions of this Article VIII, Seller shall indemnify and defend each of Buyer and its Affiliates and their respective Representatives (collectively, the "Buyer Indemnitees") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all

Losses incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, with respect to or by reason of:

a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement, the other Transaction Documents or in any certificate or instrument delivered by or on behalf of Seller pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement, the other Transaction Documents or any certificate or instrument delivered by or on behalf of Seller pursuant to this Agreement;

c) any Third Party Claim based upon, resulting from or arising out of the business, operations, properties, assets or obligations of Seller or any of its Affiliates (other than the Purchased Assets or Assumed Liabilities) conducted, existing or arising on or prior to the Closing Date.

8.3) Indemnification by Buyer. Subject to the other terms and conditions of this Article VIII, Buyer shall indemnify and defend each of Seller and its Affiliates and their respective Representatives (collectively, the "Seller Indemnitees") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnitees based upon, arising out of, with respect to or by reason of:

a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement or in any certificate or instrument delivered by or on behalf of Buyer pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement.

8.4) Indemnification Procedures. The party making a claim under this Article VIII is referred to as the "Indemnified Party" and the party against whom such claims are asserted under this Article VIII is referred to as the "Indemnifying Party."

a) Third Party Claims. If any Indemnified Party receives notice of the assertion or commencement of any Action made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing (a "Third Party Claim") against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than thirty (30) calendar days after receipt of such notice of such Third Party Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its

indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defense of any Third Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense; *provided, that* if the Indemnifying Party is Seller, such Indemnifying Party shall not have the right to defend or direct the defense of any such Third Party Claim that (x) is asserted directly by or on behalf of a Person that is a supplier or customer of the Business, or (y) seeks an injunction or other equitable relief against the Indemnified Party. In the event that the Indemnifying Party assumes the defense of any Third Party Claim, subject to Section 8.4(b), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of any Third Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. The fees and disbursements of such counsel shall be at the expense of the Indemnified Party, *provided, that* if in the reasonable opinion of counsel to the Indemnified Party, (A) there are legal defenses available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party; or (B) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required. If the Indemnifying Party elects not to compromise or defend such Third Party Claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, or fails to diligently prosecute the defense of such Third Party Claim, the Indemnified Party may, subject to Section 8.4(b), pay, compromise, defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. Seller and Buyer shall cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available (subject to the provisions of Section 6.2) records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third Party Claim.

b) Settlement of Third Party Claims. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party, except as provided in this Section 8.4(b). If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within [ten] days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer. If the Indemnified



Party fails to consent to such firm offer and also fails to assume defense of such Third Party Claim, the Indemnifying Party may settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim. If the Indemnified Party has assumed the defense pursuant to Section 8.4(a), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

c) Direct Claims. Any Action by an Indemnified Party on account of a Loss which does not result from a Third Party Claim (a "Direct Claim") shall be asserted by the Indemnified Party giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than [30] days after the Indemnified Party becomes aware of such Direct Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have thirty (30) days after its receipt of such notice to respond in writing to such Direct Claim. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to the Indemnified Party's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such thirty (30) day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

d) Cooperation. Upon a reasonable request by the Indemnifying Party, each Indemnified Party seeking indemnification hereunder in respect of any Direct Claim, hereby agrees to consult with the Indemnifying Party and act reasonably to take actions reasonably requested by the Indemnifying Party in order to attempt to reduce the amount of Losses in respect of such Direct Claim. Any costs or expenses associated with taking such actions shall be included as Losses hereunder.

8.5) Payments. Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this Article VIII, the Indemnifying Party shall satisfy its obligations within fifteen (15) Business Days of such final, non-appealable adjudication by wire transfer of immediately available funds. The parties hereto agree that should an Indemnifying Party not make full payment of any such obligations within such fifteen (15) Business Day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnifying Party or final, non-appealable adjudication to the date such payment has been made at a rate per annum equal to ten percent (10%). Such interest shall be calculated daily on the basis of a three hundred sixty five (365) day year and the actual number of days elapsed.

8.6) Effect of Investigation. The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto,



shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its Representatives) or by reason of the fact that the Indemnified Party or any of its Representatives knew or should have known that any such representation or warranty is, was or might be inaccurate or by reason of the Indemnified Party's waiver of any condition set forth in Section 7.1 or Section 7.2, as the case may be.

8.7) Exclusive Remedies. Subject to Section 6.3 and 11.5 the parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than claims arising from fraud, criminal activity or willful misconduct on the part of a party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this Article VIII. In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other parties hereto and their Affiliates and each of their respective Representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this Article VIII. Nothing in this Section 8.7 shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled or to seek any remedy on account of any Person's fraudulent, criminal or intentional misconduct.

## ARTICLE IX

### INTELLECTUAL PROPERTY

#### 9.1) Prosecution of Infringement of ATG Intellectual Property

a) Each of Buyer and Seller shall promptly notify the other if it knows or has reason to believe that rights to the ATG Intellectual Property are being infringed or misappropriated by a third party or that such infringement or misappropriation is threaten. Buyer shall, after learning of and investigating such infringement or misappropriation, send notice to Seller electing to do one of the following: (i) prosecute such alleged infringement or misappropriation for Buyer's account, or (ii) decline to prosecute such alleged infringement or misappropriation.

b) Before the Final Payment, in the event Buyer elects to prosecute such alleged infringement or misappropriation for its own account pursuant to (a)(i) above, Buyer shall be solely responsible for payment of all of its own costs of prosecution and of negotiating settlement, and shall retain all proceeds from such prosecution. Seller shall have the right to join Buyer as a party plaintiff to any such proceeding if Seller believes it is necessary to successfully prosecute such infringement or misappropriation. Seller shall cooperate in connection with the initiation and prosecution by Buyer of such suit.

c) Before the Final Payment, in the event Buyer elects not to prosecute pursuant to (a)(ii) above, Buyer shall irrevocably assign, transfer, and deliver all right, title and interest to prosecute such alleged infringement or misappropriation of the ATG Intellectual Property to

Seller. Seller may, at its option, prosecute such alleged infringement or misappropriation for its own account, in which event Seller shall be solely responsible for all costs of prosecution and of negotiating settlement and shall retain all proceeds from such prosecution.

9.2) Protection of ATG Intellectual Property

a) Before the Final Payment, Buyer shall take appropriate action to file and obtain patents covering the ATG Intellectual Property. All patent applications shall be applied for in the names of the actual inventors. Buyer will bear the expense of filing, prosecuting and maintain any U.S. and foreign patents and applications on the ATG Intellectual Property.

b) Before the Final Payment, if the Buyer elects not to pursue patent protection by filing any patent applications, or maintaining any patents, in each case covering any ATG Intellectual Property, Buyer, without additional consideration, shall notify Seller of such election in a timely manner so as to provide Seller the opportunity to file such applications, prosecute such claims, or maintain such patents. Buyer agrees to assign, and hereby assigns, to Seller the intellectual property rights, in each such case, in such ATG Intellectual Property solely as it relates to the specific patent in a specific territory.

ARTICLE X  
TERMINATION

10.1) Termination. Notwithstanding any contrary provisions of this Agreement, the respective obligations of the parties hereto may be terminated only as follows:

- (a) In the event either party hereto should default in the performance of any of its obligations hereunder, the nondefaulting party may give notice to the defaulting party specifying the term or condition which is alleged as a basis of the default. If the defaulting party does not correct or cure such default within 30 days after receipt of said notice (or if such default cannot be corrected or cured within such 30 day period, the defaulting party has not, within such 30 day period, taken action to commence to correct or cure the default), this Agreement may be terminated by the giving of another notice to the defaulting party.
- (b) In the event either party (i) files or has filed against it a petition in bankruptcy or is declared bankrupt, (ii) makes an assignment for the benefit of its creditors, (iii) becomes or is insolvent, (iv) has a trustee or receiver appointed for some or all of its assets, or (v) refuses or fails to pay its debts (under this Agreement or otherwise) when they become due, the nondefaulting party may immediately terminate this Agreement by giving notice to the defaulting party.
- (d) The right of either party to terminate this Agreement, as set forth in this Section 9.1, is in addition to and not in exhaustion of such other rights as may accrue to either party because of the other party's failure to perform its obligations under this Agreement. The exercise of or pursuit by either party of any such rights shall not be in exhaustion of such other rights that such other party might have. The provisions of this Section 9.1 shall survive the termination of this Agreement.

10.2) Effect of Termination. In the event of termination of this Agreement in accordance with this Agreement, this Agreement shall be disposed of as follows:

a) In the event that this Agreement is terminated due to Buyer being the relevant party under Section 9.1(b), Buyer shall have termination rights in the following order: (1) Buyer shall have the right to make assignment of this Agreement with Buyer assuming all obligations then owing to Seller under this Agreement, (2) If for any reason Buyer's rights are not assigned within thirty (30) days of notification, then the sale and purchase of the ATG Intellectual Property pursuant to this Agreement shall become void, and all Seller's rights and obligations under the Amended and Restated License Agreement (the "License Agreement"), dated November 10, 2008 will remain in force and full effect without Buyer's right to claim forfeiture or damages for prior Seller breaches under the License Agreement and any monies paid in the course of this Agreement shall be applied to the License Agreement, and all Equipment shall remain the property of Buyer.

b) Nothing herein shall relieve any party hereto from liability for any willful breach of any provision hereof.

#### ARTICLE XI MISCELLANEOUS

11.1) Waiver, Discharge, Amendment, Etc. The failure of any party hereto to enforce at any time any of the provisions of this Agreement, including the election of such party to proceed with the Closing despite a failure of any condition to such party's closing obligations to occur, shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part thereof or the right of the party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Any amendment to this Agreement shall be in writing and signed by the parties hereto.

11.2) Expenses. Unless otherwise indicated, the parties shall bear their own respective expenses (including, but not limited to, all compensation and expenses of counsel, financial advisers, consultants, actuaries and independent accountants) incurred in connection with the preparation and execution of this Agreement and consummation of the transactions contemplated hereby.

11.3) Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

11.4) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument.

11.5) Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity

11.6) Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

11.7) Notices. All notices hereunder shall be deemed given if in writing and delivered personally or sent by telecopy (with confirmation of transmission) or certified mail (return receipt requested) to the parties at the following addresses (or at such other addresses as shall be specified by like notice):

if to Seller, to:

Alliance Technology Group, Inc.  
4455 White Bear Parkway, Suite 500  
White Bear Lake, MN 55110  
Attn: Chief Financial Officer

and, to Seller's counsel:

Geck & Duea & Olson L.L.C.  
Cove Place Professional Building  
4770 White Bear Parkway, Suite 100  
White Bear Lake, Mn. 55110  
Attn: Timothy Geck

if to Buyer, to:

Visiam, LLC  
1474 92<sup>nd</sup> Lane NE, Suite 300  
Blaine, MN 55449  
Attn: Chief Operating Officer

and, to Buyer's counsel:

Fredrikson & Byron, P.A.  
200 South Sixth Street, Suite 4000  
Minneapolis, MN 55402-1425  
Attn: Todd Taylor

Any party may change the above-specified recipient and/or mailing address by notice to the other party given in the manner herein prescribed. All notices shall be deemed given on the day when actually delivered as provided above (if delivered personally or by telecopy) or on the second business day after date postmarked (if delivered by mail).

11.8) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without reference to the choice of law principles thereof. Without limiting the rights of the parties to pursue their respective rights and remedies under this Agreement (or any judgment obtained in respect thereof) in any appropriate jurisdiction, the parties hereby irrevocably consent to the jurisdiction and venue of the courts of the State of Minnesota or any United States court of competent jurisdiction situated therein to adjudicate any legal action commenced in respect of this Agreement and waive any objections either may have at any time to such jurisdiction and venue.

11.9) Benefit. Except as provided in Article VIII, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11.10) Severability. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

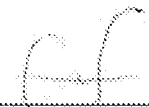
11.11) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed]; *provided, however*, that prior to the Closing Date, Buyer may, without the prior written consent of Seller, assign all or any portion of its rights under this Agreement to one or more of its direct or indirect wholly-owned subsidiaries]. No assignment shall relieve the assigning party of any of its obligations hereunder.

11.12) Alternative Dispute Resolution. Any dispute arising out of or relating to this Agreement, including the formation, interpretation, or breach hereof, shall first be referred to the respective President of such party's business unit involved, who shall attempt in good faith to negotiate a resolution of such dispute. If such officers are unable to negotiate such a resolution within fifteen (15) days after such dispute is referred to them, then the dispute shall be settled by arbitration in Minneapolis, Minnesota pursuant to the Rules of the American Arbitration Association. Each party shall designate one arbitrator, who together shall designate a third arbitrator. The arbitrator[s] shall be former or retired state or federal judges. The results of such arbitration proceedings shall be binding upon the parties hereto, and judgment may enter upon the arbitration award in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may seek interim injunctive relief from any court of competent jurisdiction.


*[Signatures follow on next page.]*

IN WITNESS WHEREOF, this Intellectual Property Purchase Agreement has been signed on behalf of each of the parties hereto as of the date first above written.

ALLIANCE TECHNOLOGY GROUP, INC.

By:  OLAF L. LEE  
Its: CEO

VISIAM, LLC.

  
By: JEFF ADAMS  
Its: COO

**EXHIBIT A**  
**ATG INTELLECTUAL PROPERTY**

TITLE	COUNTRY	FILING DATE	SERIAL NUMBER	STATUS	ISSUE DATE	PATENT NO.
Licensed Technology						
Pressure Vessel Door Seal Mechanism	CA	9/21/2004	2581367	Pending		
Pressure Vessel Door Seal Mechanism	EP	9/21/2004	47847454	Pending		
Rotatable Pressure Vessel Door Seal Mechanism	NZ	9/21/2004	554654	Issued	12/11/2008	554654
Pressure Vessel Door Seal Mechanism	US	1/7/2008	11663483	Issued	9/28/2010	7,802,694
Pressure Vessel Door Seal Mechanism	WO	9/21/2004	PCTUS2004031007	Completed	4/20/2006	WO 2006/041439
Rotary Bearing Support	AU	9/21/2004	2004324107	Pending		
Rotary Bearing Support	CA	9/21/2004	2581365	Pending		
Rotary Bearing Support	EP	9/21/2004	47847140	Pending		
Rotary Bearing Support	US	7/23/2008	11663484	Pending		
Rotary Bearing Support	WO	9/21/2004	PCTUS2004030961	Completed	4/20/2006	WO 2006/041437
Process and Apparatus for Transforming Waste Materials into Fuel	CA	7/16/2007	2657905	Pending		
Process and Apparatus for Transforming Waste Materials into Fuel	EP	7/16/2007	78104866	Pending		
Process and Apparatus for Transforming Waste Materials into Fuel	US	1/21/2009	12356663	Pending		
Process and Apparatus for Transforming Waste Materials into Fuel	US	7/17/2006	11457941	Issued	3/3/2009	7,479,392
Process and Apparatus for Transforming Waste Materials into Fuel	WO	7/16/2007	PCTUS2007016086	Completed	1/24/2008	WO 2008/010970



## EXHIBIT D

### INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, Alliance Technology Group, Inc, a Nevada corporation ("Assignor"), is the owner of the United States and foreign patents and patent applications identified in Exhibit A; and

WHEREAS, Visiam, a Delaware limited liability company, ("Assignee") desires to acquire the entire right, title and interest in and to the United States and foreign patents and patent applications and in and to the inventions described and claimed therein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its heirs, successors and assigns: the entire right, title and interest in and to the patents and patent applications listed in Exhibit A including the inventions therein described and claimed; all rights for past infringement thereof; all renewals, reissues, extensions, substitutions, continuations, continuations-in-part, or divisions thereof, or any applications which claims any priority rights thereof; all foreign applications based thereon; and the right to apply for patents in foreign countries in its own name, including the right to claim any priority rights to which such foreign applications are entitled under international conventions, treaties, or otherwise.

Assignor further agrees to execute and deliver without further consideration any further application, assignments or other documents and to perform such other lawful acts as Assignee, its successors and assigns may deem reasonably necessary to fully secure, maintain and enforce its rights, title or interest as specified herein.

Assignor hereby authorizes and requests the appropriate patent offices to issue to Assignee any patents which may be granted in accordance with this Assignment.

ALLIANCE TECHNOLOGY GROUP, INC

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

Its: \_\_\_\_\_

*[Signature]*  
OLAF L. LEE  
CEO