THIS PURCHASE AGREEMENT AND BILL OF SALE IS PROPRIETARY TO TRADING PARTNERS INTERNATIONAL, LLC ("BUYER")
AND MAY NOT BE REPRODUCED, DISTRIBUTED OR USED IN ANY MANNER WHATSOEVER
WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE BUYER.

PURCHASE AGREEMENT AND BILL OF SALE

This Purchase Agreement And Bill Of Sale ("AGREEMENT") is effectively dated as of _____, 2012 ("EFFECTIVE DATE"), by and between _____ _____, a _____ ("SELLER"), and **TRADING PARTNERS INTERNATIONAL, LLC**, a Maryland limited liability company ("BUYER").

RECITALS:

The SELLER has agreed to sell certain property to the BUYER ("SALE") pursuant to the terms of this AGREEMENT. The SELLER and the BUYER (collectively, "PARTIES") have agreed to execute this AGREEMENT so as to document the terms of the SALE.

NOW, THEREFORE, in consideration of these premises, the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES agree as follows:

Section 1. Sale Of Assets. As of the EFFECTIVE DATE, the SELLER hereby sells, transfers and delivers to the BUYER good and merchantable title in and to all of those information technology, computing, telecommunications and/or network equipment, and such other items of personal property of the SELLER, as the case may be, that are listed and described on Exhibit "A" attached hereto and made a part hereof (collectively, "ASSETS"), free and clear of all liens, encumbrances, security interests, adverse claims, mortgages, pledges, liabilities, conditional sale agreements, restrictions and charges of any kind (collectively, "LIENS"), upon the terms and conditions set forth in this AGREEMENT.

Section 2. Purchase Price. The price to be paid by the BUYER to the SELLER for the ASSETS ("PURCHASE PRICE") shall be an amount that is equal to _____ Dollars ($_____), which shall be paid by the BUYER to the SELLER as follows: _____ _____.

Section 3. Location And Removal Of Assets. The ASSETS are located at the SELLER's offices located at _____, _____, _____ _____ ("PREMISES"). The SELLER authorizes the BUYER to enter upon the PREMISES for the purposes of removing the ASSETS. The PARTIES hereby agree to the following removal terms:

(a) The SELLER shall be responsible for the following:

(i) providing the BUYER with the name and contact information for the SELLER's point of contact for the removal process;

(ii) making the PREMISES accessible to the BUYER and its staff, including but not limited to the use of loading docks, elevators and stairwells, as needed;

(iii) providing an electrician or building maintenance contact for any hard wired electrical disconnections, as needed;

(iv) ensuring that all ASSETS remain in use and in their current physical condition, normal wear and tear accepted, until such time as the ASSETS have been de-installed and removed from the PREMISES; and

(v) wiping clean any hard drives of all information, as needed.

(b) The BUYER shall be responsible for the following:

(i) providing the SELLER with the name and contact information for the BUYER's point of contact for the removal process;

(ii) providing adequate personnel to complete the removal process within ____ days of the EFFECTIVE DATE or by no later than _____, 201__, as the case may be ("REMOVAL DEADLINE");

(iii) maintaining appropriate insurance for its personnel and vehicles and for the ASSETS while in the BUYER's possession; and

(iv) repairing any damages to the PREMISES that are caused by the removal of the ASSETS from the PREMISES or are otherwise the direct result of the BUYER's negligence or misconduct.

In the event that, prior to the BUYER's removal of the ASSETS from the PREMISES - - (A) all or any portion of the ASSETS are damaged by the SELLER or are removed from the PREMISES by, at the direction of, or with the consent of, the SELLER, or (B) the SELLER otherwise is responsible for the BUYER not being able to resell one or more of the ASSETS free and clear of the LIENS - - the SELLER shall immediately refund to the BUYER a portion of the PURCHASE PRICE in an amount equal to the aggregate orderly liquidation value of such ASSETS, as evidenced by the orderly liquidation values that the BUYER attributed to such ASSETS prior to entering into this AGREEMENT.

Section 4. Shipments; Risk Of Loss. Shipment of the ASSETS shall be FOB SELLER's facilities. Risk of loss shall pass to the BUYER once the ASSETS leave the PREMISES. The _____ shall be responsible for preparing the ASSETS for shipment, and the _____ shall be obligated to satisfy all shipping costs. The BUYER and, if applicable, any contractor or agent engaged by the BUYER, shall comply in all respects with all of the SELLER's safety rules which may be provided to the BUYER in writing.

Section 5. Satisfaction Of Liens. Notwithstanding any of the terms of this AGREEMENT to the contrary, in the event any claim is made by any alleged creditor of the SELLER for the payment of sums due in connection with any security interests or liens associated with any of the ASSETS (collectively, "CLAIM"), the SELLER shall: (a) expeditiously pay the amount of the CLAIM so as to discharge all liens associated with the ASSETS and to obtain a full and complete release thereof; or (b) provide sufficient surety bond or other security to protect the BUYER while any CLAIM is being defended or challenged, in good faith, by the SELLER.

Section 6. Representations Of The Seller. The SELLER represents and warrants to the BUYER that:

(a) the ASSETS are free and clear of all LIENS and the SELLER has not received notice of any pending CLAIM;

(b) the SELLER has the authority and has performed all acts necessary to sell, transfer and deliver the ASSETS to the BUYER pursuant to the terms of this AGREEMENT and the person executing this AGREEMENT on behalf of the SELLER is duly authorized to do so;

(c) to the best of the SELLER's knowledge - - (i) none of the ASSETS infringes or violates (or contains any components or parts that infringe or violate) any third party's trademarks, patents, copyrights, trade secrets or other proprietary rights, title or interest, and (ii) the SALE does not constitute a bulk sale or bulk transfer subject to any applicable bulk sale or bulk transfer act or article of the Uniform Commercial Code, as amended, or any other applicable statute or law;

(d) either - - (i) the SALE does not constitute a foreclosure sale or a disposition of collateral following a default, or the SALE otherwise is not related to the SELLER's exercise of any remedies available to the SELLER under Article 9 of the Uniform Commercial Code, as amended, or any other applicable statute or law pertaining to the enforcement of a lien or security interest in or to any of the ASSETS (collectively, "SECURED TRANSACTIONS LAWS"), or (ii) the SELLER has complied with the relevant provisions of the applicable SECURED TRANSACTIONS LAWS, including but not limited to the satisfaction of all applicable notice requirements, and the SELLER otherwise shall ensure that every aspect of the SALE shall be commercially reasonable;

(e) no brokerage fees are due and owing in connection with the SALE;

(f) to the best of the SELLER's knowledge, information or belief, the ASSETS have never been and are not being used to make, store, handle, treat, dispose, generate, or transport "HAZARDOUS SUBSTANCES" (as that term is defined below) in violation of any applicable laws; and

(g) the BUYER has no - - (i) obligation to remove any contaminated ASSETS or any HAZARDOUS SUBSTANCES that may be located at the PREMISES or otherwise associated with the ASSETS, or (ii) capacity to influence any decisions whatsoever in connection with the purchasing, selling, making, storing, handling, treating, disposing, generating, transporting or removing of any HAZARDOUS SUBSTANCES that may be located at the PREMISES or otherwise associated with the ASSETS.

The term "HAZARDOUS SUBSTANCES" means, collectively, any chemical, solid, liquid, gas, or other substance having the characteristics identified in, listed under, or designated pursuant to -- (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.A. Sect. 9601(14), as a "hazardous substance," (ii) the Resource, Conservation and Recovery Act, 42 U.S.C.A. Sections 6903(5) and 6921, as a "hazardous waste," or (iii) any other laws, statutes, or

regulations of a government or political subdivision or agency thereof, as presenting an imminent and substantial danger to the public health or welfare or to the environment, or as otherwise requiring special handling, collection, storage, treatment, disposal, or transportation.

Section 7. No Other Warranties; "As Is" Sale Of Assets. **NOTWITHSTANDING ANY OF THE OTHER TERMS OF THIS AGREEMENT TO THE CONTRARY, THE SELLER DOES NOT PROVIDE ANY WARRANTIES, WHETHER WRITTEN, EXPRESSED, IMPLIED, OR OTHERWISE, AS TO THE FUNCTIONALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, OR CONDITION OF THE ASSETS.** Without limiting the generality of the immediately preceding sentence, it is expressly understood by the PARTIES that, except to the extent that the terms of the Sections of this AGREEMENT which are captioned, "Location And Removal Of Assets" and "Representations Of The Seller" are expressly to the contrary, the ASSETS are transferred and sold to the BUYER "as is, where is, and with all faults."

Section 8. Representations Of The Buyer. The BUYER represents and warrants to the SELLER that:

(a) all necessary authority to purchase the ASSETS has been obtained by the BUYER and the person executing this AGREEMENT on behalf of the BUYER is duly authorized to do so;

(b) the BUYER - - (i) is familiar with and knowledgeable concerning materials or equipment similar to the ASSETS, (ii) has been given sufficient access and other opportunities to inspect the ASSETS and information in the SELLER's possession relating thereto, and (iii) has relied solely upon its independent investigation of and judgment with respect to the ASSETS;

(c) the BUYER shall exercise all due diligence in safeguarding and maintaining the confidentiality of all data or information made available to the BUYER hereunder and designated as confidential by the SELLER; and

(d) the terms of this AGREEMENT are binding upon and enforceable against the BUYER.

Section 9. Assignment Of Service Agreements, Manuals, Etc. If applicable, the SELLER hereby assigns to the BUYER, without additional consideration from the BUYER, any and all service agreements, warranties, operating agreements, maintenance agreements, manuals, plans, and all similar and other documents relating to the ASSETS or the SALE which are in the possession or under the control of the SELLER (collectively, "SERVICE AGREEMENTS"). The SERVICE AGREEMENTS (if any) shall be delivered to the BUYER at the time of the execution of this AGREEMENT, unless otherwise agreed to by the PARTIES in writing.

Section 10. Advertising; Removal Of Seller's Marks. The BUYER shall not issue or release for publication or otherwise, nor disclose to any third party, any information, advertising or publicity matter that relates to this AGREEMENT or that mentions or implies the name of the SELLER or any of its subsidiaries or affiliated companies or their respective employees, agents, officers or representatives or any trade or brand names of SELLER or its subsidiaries or affiliates in connection with the ASSETS or any resale of the ASSETS by the BUYER to a third party

("RESALE"). The BUYER further agrees to remove any and all of the SELLER's trademarks, labels, distinctive markings and designs (collectively, "SELLER'S MARKS") that may appear on the ASSETS, in the packaging material, or on the container at the time of delivery to the BUYER, and shall not make use of any of the SELLER'S MARKS.

Section 11. Indemnifications By The Seller. The SELLER hereby indemnifies, defends and agrees to hold harmless the BUYER and the BUYER's officers, agents and employees from and against any and all claims, demands, liabilities, judgments, damages, settlements, costs and expenses (including but not limited to court costs and attorneys' fees) that may be sustained or incurred by the BUYER as a result of:

(a) any CLAIM;

(b) any acts or omissions of the SELLER that result in a violation of any security interest, license agreement, patent or other LIEN restricting the SALE, any RESALE, or the use of the ASSETS;

(c) any claim made by a third party for commissions allegedly due and owing in connection with the SALE;

(d) any environmental action being brought - - (i) because the ASSETS allegedly were involved in, or are somehow related to, the storage, handling, treatment, disposition, generation, or transportation of HAZARDOUS SUBSTANCES, or (ii) against the BUYER in connection with any remedial actions associated with the ASSETS or the PREMISES; or

(e) any material misrepresentation of the warranties more fully described in the Section hereof which is captioned "Representations Of The Seller."

Section 12. Indemnifications By The Buyer. The BUYER hereby indemnifies, defends and agrees to hold harmless the SELLER and the SELLER's officers, agents and employees from and against any and all claims, demands, liabilities, judgments, damages, settlements, costs and expenses (including but not limited to court costs and attorneys' fees) that may be sustained or incurred by the SELLER as a result of:

(a) any acts or omissions of the BUYER that result in personal injury or property damage incurred at the PREMISES;

(b) any claim made by a third party for commissions allegedly due and owing in connection with the RESALE; or

(c) any material misrepresentation of the warranties more fully described in the Section hereof which is captioned "Representations Of The Buyer."

Section 13. Notices. Any notice required or permitted by or in connection with this AGREEMENT, without implying the obligation to provide any such notice, shall be in writing and shall be made by hand delivery, by Federal Express or other similar overnight delivery service, or by certified mail, unrestricted delivery, return receipt requested, postage prepaid, addressed to the respective

PARTIES at the appropriate address set forth below or to such other address as may be hereafter specified by written notice by the respective PARTIES. If notice is tendered pursuant to the provisions of this Section and is refused by the intended recipient thereof, the notice, nevertheless, shall be considered to have been given.

If to the SELLER:

_____
_____
_____
_____
Attention: _____

If to the BUYER:

TRADING PARTNERS INTERNATIONAL, LLC
31 New Plant Court
Owings Mills, Maryland 21117
Attention: Vladimir Volinsky

Section 14. Miscellaneous Provisions. This AGREEMENT: (a) shall be binding upon and shall inure to the benefit of the PARTIES and their respective successors and permitted assigns; (b) may not be altered, modified or amended unless such alteration, modification or amendment is in writing and executed by each of the PARTIES; (c) constitutes the entire agreement between the PARTIES with respect to the subject matter hereof, and any term or condition not expressed in this AGREEMENT does not constitute a part of the agreements of the PARTIES with respect to such subject matter; (d) supersedes all prior written and oral statements, including but not limited to any prior representations, statements, conditions, or warranties of any of the PARTIES; and (e) shall be governed by the laws of the State of Maryland. If any provision or part of any provision of this AGREEMENT shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this AGREEMENT and this AGREEMENT shall be construed as if such invalid, illegal or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability. As used throughout this AGREEMENT: (i) the singular shall include the plural and the plural may refer to only the singular; and (ii) the use of any gender shall be applicable to all genders. The captions contained herein are for purposes of convenience only and are not a part of this AGREEMENT. All defined terms are completely capitalized throughout this AGREEMENT. A carbon, photographic, photocopy, or other reproduction of this AGREEMENT shall be sufficient in connection with any action brought to enforce, interpret, or construe this AGREEMENT. The PARTIES specifically intend for this AGREEMENT to constitute an instrument under seal. Time is of the essence of all duties and obligations imposed under this AGREEMENT.

[Signatures begin on the next page.]

IN WITNESS WHEREOF, the SELLER and the BUYER execute this AGREEMENT as of the EFFECTIVE DATE (notwithstanding the actual date of execution and delivery hereof), with the specific intention that this AGREEMENT constitutes a document under seal. This AGREEMENT may be executed in counterparts and may be delivered via facsimile or electronic transmission.

WITNESS/ATTEST:

The SELLER:

_____,
A _____

_____

By: _____(SEAL)
Name: _____
Title: _____

The BUYER:

TRADING PARTNERS INTERNATIONAL, LLC,
A Maryland Limited Liability Company

_____

By: _____(SEAL)
Vladimir Volinsky,
Title: _____

EXHIBIT "A"

LIST OF ASSETS

[to be attached hereto]