Article 1
PURCHASE OF ASSETS

1.1   **Acquired Assets**. (a) Mercury hereby sells to Stratford, and Stratford hereby purchases from Mercury, the following assets, as they exist on the date of this agreement (those assets, the "**Acquired Assets**"):

(1)   all of Mercury's accounts, notes, and other receivables (including accounts receivable) relating to the Collectibles Business, whether or not accrued and whether or not billed, as described on schedule 1.1(a)(1) (the "**Accounts Receivable**");

(2)   all goodwill associated with the Collectibles Business and all of Mercury's claims and causes of action relating to the assets and customers (current and former) of the Collectibles Business;

(3)   all inventory listed on schedule 1.1(a)(3);

(4)   all of Mercury's rights under each Contract relating to the Collectibles Business, each of which is listed on schedule 1.1(a)(5); and

(5)   all Mercury lists relating to the Acquired Assets or the Collectibles Business, including without limitation the Customer List.

(b)   The assets to be conveyed to Stratford must be adjusted to reflect, in accordance with GAAP, the principle that all income and expenses attributable to the period after the Effective Date are for the account of Stratford (subject to the Management Agreement).

1.2   **Purchase Price**. Stratford shall transfer to Mercury the following as the aggregate purchase price for the Acquired Assets (the "**Purchase Price**"):

(1)   in accordance with the stock grant agreement dated the date of this agreement between Stratford and Mercury in the form of exhibit A (the "**Stock Grant Agreement**"), shares of capital stock of Stratford;

(2)   the warrant agreement in the form of exhibit B (the "**Warrant**"); and

(3)   a cash payment of $100,000.

1.3   **Assumed Liabilities**. Stratford hereby assumes and shall pay, perform, and discharge, when due in accordance with their terms, the debts, obligations, and liabilities of Mercury listed on schedule 1.3 (those debts, obligations, and liabilities, the "**Assumed Liabilities**").