UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

OXIS INTERNATIONAL, INC.					
(Name of Issuer)					
Common Stock					
(Title of Class of Securities)					
691829402					
(CUSIP Number)					
Anshuman Dube Theorem Group, LLC 2049 Century Park East, Suite 3630 Los Angeles, California 90067 (310) 551-4020					
(Name, Address and Telephone Number of Person Authorized to Receive Notice and Communications) October 13, 2009					
(Date of Event Which Requires Filing of this Statement)					
If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of $\$\$240.13d-1(e)$, $240.13d-1(f)$ or $240.13d-1(g)$, check the following box. \Box					

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d–7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 691829402

1 7	Names of Re	enorting Persons				
1. Names of Reporting Persons.						
I.R.S. Identification Nos. of above persons (entities only).						
Theorem	Group, LLC					
2.	Check the Appropriate Box if a Member of a Group (See Instructions)					
	(a) 🗆					
	(b) 🗆					
3.	SEC Use Only					
4.	Source of Funds (See Instructions) WC					
5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)						
6. (Citizenship (or Place of Organization	California			
Number of Shares	s 7.	Sole Voting Power	0			
Beneficially Owned	by 8.	Shared Voting Power	250,000,000 😃			
Each Reporting	9.	Sole Dispositive Power	0			
Person With	10.	Shared Dispositive Power	250,000,000 (1)			
11. Aggregate Amount Beneficially Owned by Each Reporting Person 250,000,000 (1)						
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)					
13.	Percent of Class Represented by Amount in Row (11) 84.2%					
	T 0.D		`			

14. Type of Reporting Person (See Instructions)
PN

(1) Theorem Group, LLC ("Theorem") owns 25,000 shares of Series H Convertible Preferred Stock (the "Series H Preferred Stock"), which are currently convertible into 2,500,000 shares of common stock. Although Theorem is entitled to a number of votes equal to the number of shares of common stock the Series H Preferred Stock could, at such time, be converted into, multiplied by 100, Theorem is not permitted to convert such shares since it beneficially owns more than 9.9% of the Issuer's outstanding common stock. The terms of the convertible debenture and the warrants beneficially owned by Theorem do not permit conversion or exercise, as the case may be, if, following such conversion or exercise, Theorem would beneficially own more than 4.99% of the Issuer's outstanding common stock. As Theorem beneficially owns 84.2% of the Issuer's outstanding common stock, none of the shares of common stock issuable under either the convertible debenture or the warrants have been included here.

CUSIP No.	69182940	2					
1.	Names of Reporting Persons.						
I.R.S.	I.R.S. Identification Nos. of above persons (entities only).						
Ans	Anshuman Dube						
2.	Check the Appropriate Box if a Member of a Group (See Instructions)						
	(a) 🗆						
	(b)						
3.	SEC Use Only						
4.	. Source of Funds (See Instructions) AF						
5.	5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)						
6.							
Number of	f Shares	7.	Sole Voting Power	0			
Beneficially	Owned by	8.	Shared Voting Power	250,000,000 (1)			
Each Rep	orting	9.	Sole Dispositive Power	0			
Person	With	10.	Shared Dispositive Power	250,000,000 (1)			
11. Aggregate Amount Beneficially Owned by Each Reporting Person 250,000,000 (1)							
12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)							
13.							
14.	Type of Reporting Person (See Instructions)						
	IN	•	,				

(1) Mr. Dube does not own any securities in the Issuer directly. The securities reflected on this page are directly owned by Theorem Group, LLC ("Theorem"). Theorem owns 25,000 shares of Series H Convertible Preferred Stock (the "Series H Preferred Stock"), which are currently convertible into 2,500,000 shares of common stock. Although Theorem is entitled to a number of votes equal to the number of shares of common stock the Series H Preferred Stock could, at such time, be converted into, multiplied by 100, Theorem is not permitted to convert such shares since it beneficially owns more than 9.9% of the Issuer's outstanding common stock. The terms of the convertible debenture and the warrants beneficially owned by Theorem do not permit conversion or exercise, as the case may be, if, following such conversion or exercise, Theorem would beneficially own more than 4.99% of the Issuer's outstanding common stock. As Theorem beneficially owns 84.2% of the Issuer's outstanding common stock, none of the shares of common stock issuable under either the convertible debenture or the warrants have been included here.

ITEM 1. SECURITY AND ISSUER.

This Schedule 13D (this "Schedule") relates to the common stock, par value \$0.01 per share ("Common Stock"), the Series G Preferred Stock, par value \$0.01 per share ("Series G Preferred Stock"), which, as described in further detail in Item 4 of this Schedule, were exchanged for Series H Preferred Stock, par value \$0.01 per share ("Series H Preferred Stock") of Oxis International, Inc., a Delaware corporation (the "Issuer"), on February 10, 2010. Each share of Series H Preferred Stock is convertible into 100 shares of Common Stock. The principal executive offices of the Issuer are located at 468 N. Camden Drive, 2nd Floor, Beverly Hills, California 90210.

ITEM 2. IDENTITY AND BACKGROUND.

This Schedule is filed on behalf of Theorem Group, LLC, a California limited liability company ("<u>Theorem</u>"), and Anshuman Dube, a United States citizen ("<u>Dube</u>"). This Schedule relates to the securities directly owned by Theorem. Mr. Dube is the managing director of Theorem and, as a result of his control over Theorem, Mr. Dube is deemed to beneficially own the securities of Theorem under Section 13(d) of the Securities Exchange Act of 1934, as amended. Theorem and Dube are referred to herein as the "Reporting Persons."

Theorem provides business advisory services. Dube's principal occupation is managing director of Theorem and of Theorem's affiliated entities.

The business address of each of Theorem and Dube is 2049 Century Park East, Suite 3630, Los Angeles, California 90067.

During the last five (5) years, neither Reporting Person has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

During the last five (5) years, neither Reporting Person has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such person was or is subject to a judgment, decree or final order enjoining final violations of, or prohibiting or mandating activities subject to federal or state securities laws or finding any violation with respect to such laws.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

Theorem acquired the securities of the Issuer with its working capital.

ITEM 4. PURPOSE OF TRANSACTION.

Pursuant to a Securities Purchase Agreement dated as of October 13, 2009, Theorem purchased from Bristol Investment Fund, Ltd., a Cayman Islands company, all of the 25,000 outstanding shares of Series G convertible preferred stock at \$1.00 per share for an aggregate purchase price of \$25,000.00. Each share of Series G Preferred Stock is convertible at any time at the option of the holder into Common Stock based on a conversion price equal to the lesser of \$.01 or 60% of the average of the three lowest trading prices occurring at any time during the 20 trading days preceding the conversion. The Series G Preferred Stock have voting rights on an as converted basis multiplied by 10.

Since the purchase of the Series G Preferred Stock, Theorem and Issuer discovered inaccuracies in the terms of the Series G Preferred Stock and inconsistencies with the disclosures made by the Issuer regarding such terms. In lieu of amending the Certificate of Designation of the Series G Preferred Stock, the Issuer filed a Certificate of Designation for the Series H Preferred Stock with the Delaware Secretary of State on February 5, 2010. Thereafter, the Issuer issued 25,000 shares of Series H Preferred Stock to Theorem in exchange for the 25,000 outstanding shares of Series G Preferred Stock pursuant to that certain Exchange Agreement, dated February 10, 2010.

The number of shares into which one share of Series H Preferred is convertible is determined by dividing the Series H Preferred Stated Value of \$1.00 per share by the conversion price of the lesser of (A) \$0.01 and (B) 60% of the average of the 3 lowest trading prices occurring at any time during the 20 trading days preceding conversion, which is subject to adjustment from time to time, provided that the holders do not at any time beneficially own more than 9.9% of the Issuer's Common Stock then outstanding, as determined under Section 13(d) of the Securities Exchange Act of 1934.

On October 1, 2009, Theorem purchased a 0% convertible debenture in the principal amount of \$90,000, which is due September 30, 2011 (the "<u>Convertible Debenture</u>"). The Convertible Debenture is convertible into 1,800,000 shares of Common Stock at a per share conversion price of \$0.05 per share, provided that, following such conversion, the holder and its affiliates would beneficially own more than 4.99% of the Issuer's then issued and outstanding shares of common stock. This limitation may be waived upon 61 days' prior notice to the Issuer, provided that in no event shall the limitation exceed 9.99%.

In connection with the purchase of the Convertible Debenture, the Issuer also issued to Theorem two warrants: (1) the Series A Warrant to purchase up to 1,800,000 shares of Common Stock at an exercise price of \$0.0625 per share (the "Series A Warrant"), and (2) the Series B warrant to purchase up to 1,800,000 shares of Common Stock at an exercise price of \$0.0750 per share (the "Series B Warrant"), provided that following such exercise, the holder and its affiliates would beneficially own more than 4.99% of the Issuer's then issued and outstanding shares of common stock. This limitation may be waived upon 61 days' prior notice to the Issuer, provided that in no event shall the limitation exceed 9.99%. Both warrants expire on September 30, 2014.

The Reporting Persons do not currently intend to make any changes to the present board of directors or management of the Issuer. However, the Reporting Persons do intend to assist the Issuer in (i) identifying potential additional directors and officers, (ii) identifying and evaluating possible corporate transactions that the Issuer may consider effecting with unaffiliated third parties, and (iii) identifying third party investment bankers and placement agents to assist the Issuer in effecting future fund raising activities. The amount of involvement, if any, of the Reporting Persons in any such future transactions between the Issuer and third parties will depend upon various factors and is currently uncertain. However, the Reporting Persons do not anticipate making any disclosures in connection with their participation in, or assistance with the review and evaluation of such possible transactions separate and apart from relevant disclosures by the Issuer.

With the exception of the aforementioned, the Reporting Persons do not have any plan or proposal which relate to, or may result in, any of the matters listed in Items 4(a)-(j) of Schedule.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

The disclosures in Item 4 above are incorporated by reference into this Item 5.

As of the date of this filing, Theorem directly owns 25,000 shares of Series H Preferred Stock, the Convertible Debenture, the Series A Warrant and the Series B Warrant.

Under the terms of the Series H Preferred Stock, Theorem and Dube currently are entitled to vote 250,000,000 shares of Common Stock. Based on the assumption that the Issuer had 46,850,809 shares of Common Stock outstanding, which is the number of shares reported to be outstanding on the Issuer's Form 10-Q for the quarterly period ended September 30, 2009, Theorem and Dube could vote 84.2% of all voting shares if all currently outstanding shares were to vote. As a result of the foregoing voting rights granted to Theorem and Dube, they currently have the right to vote more than 9.99% of the voting shares. Since Theorem cannot convert any of the shares of the Series H Preferred Stock if they would beneficially own more than 9.9% of the currently outstanding shares of Common Stock, the Reporting Persons cannot currently acquire any shares of Common Stock and cannot dispose of any such shares (unless they waive this restriction on 61days notice). In addition, since the Reporting Persons cannot beneficially own more than 4.99% under the terms of the Convertible Debenture, Series A Warrant and the Series B Warrant, the number of shares listed in lines 8, 10 and 11 of the cover pages only take into account the maximum number of votes that can be cast by the Reporting Persons in their capacities as the holders of the Series H Preferred Stock.

Dube, in his capacity as managing director of Theorem, has the sole power to vote or to direct the vote, and the sole power to dispose to direct the disposition of the securities held by Theorem. Aside from the transactions described in Item 4 of this Schedule, neither Reporting Person has purchased or sold any common stock of the Issuer in the 60 days prior to this filing.

To the knowledge of the Reporting Persons, no person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the securities of the Issuer reported herein.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

The disclosures in Item 4 above are incorporated by reference into this Item 6.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

- 99.1 Securities Purchase Agreement, dated as of October 13, 2009, by and between Bristol Investment Fund, Ltd. and Theorem Group, LLC.
- 99.2 Exchange Agreement, dated February 10, 2010, by and between Theorem Group, LLC and Oxis International, Inc. (incorporated by reference to the Current Report on Form 8-K filed by Oxis International, Inc. with the Securities and Exchange Commission on February 16, 2010).
- 99.3 Agreement of Joint Filing, by and among the Reporting Persons.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: February 18, 2010

THEOREM GROUP, LLC

By: /s/ Anshuman Dube

Anshuman Dube, Managing Director

Dated: February 18, 2010

/s/ Anshuman Dube

ANSHUMAN DUBE

SECURITIES PURCHASE AGREEMENT

THIS SECURITIES PURCHASE AGREEMENT, (the "Agreement") made this 13 day of October 2009 (the "Effective Date"), by and among Bristol Investment Fund, Ltd., a Cayman Islands company with a registered office at Caledonian House, 69 Roy's Drive, P.O. Box 1043, Grand Cayman KY1-1102, Cayman Islands ("Seller") and Theorem Group, LLC, with offices at 2049 Century Park East, Suite 3630, Los Angeles, CA 90067 ("Buyer").

WITNESSETH:

WHEREAS, the Seller holds 25,000 shares of Series G convertible preferred stock (the "Preferred Shares") of Oxis International, Inc. (the "Company"), represented by stock certificate number G-01 (the "Preferred Stock Certificate"), a copy of which is attached hereto as Exhibit A;

WHEREAS, the Preferred Shares have an aggregate stated value of \$25,000.00 and are governed by the terms set forth in the Certificate of Designation for the Preferred Shares (the "Certificate of Designation"), a copy of which is attached hereto as Exhibit B;

WHEREAS, the Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Preferred Shares, for an aggregate purchase price of \$25,000.00 (the "Purchase Price"), which Purchase Price shall be paid through the issuance of a promissory note by Buyer to Seller in the original principal amount of \$25,000.00, in the form attached hereto as Exhibit C (the "Note");

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, and subject to the terms and conditions hereof, the Buyer and Seller agree as follows:

- 1. <u>Purchase of Preferred Shares</u>. On the Closing Date, as defined below, upon the terms and subject to the conditions set forth herein, substantially concurrent with the execution and delivery of this Agreement by the parties hereto, the Seller agrees to sell, and the Buyer agrees to purchase, the Preferred Shares. The Buyer shall deliver to the Seller (i) a copy of the executed Note on the Closing Date via electronic mail or facsimile, and (ii) the originally executed Note via overnight courier to the address specified by Seller within one (1) business day after the Closing Date. The Seller shall deliver to the Buyer (i) a copy of the Preferred Stock Certificate on the Closing date via electronic mail or facsimile, and (ii) the original Preferred Stock Certificate via overnight courier to the address specified by Buyer within one (1) business day after the Closing Date. The Closing Date shall be the date that this Agreement is fully executed.
- 2. <u>Closing.</u> On the Closing Date, the parties shall perform, in order:
 - a) Buyer shall deliver a fully executed copy of this Agreement;
 - b) Seller shall deliver a fully executed copy of this Agreement;
 - c) Buyer shall deliver an executed copy of the Note to the Seller, with the originally

executed Note to be delivered to Seller via overnight courier within one (1) business day after the Closing Date to the address specified by Seller; and

- d) Seller shall deliver a copy of the Preferred Stock Certificate to the Buyer, with the original Preferred Stock Certificate to be delivered to Buyer via overnight courier within one (1) business day after the Closing Date to the address specified by Buyer.
- Transfer of Preferred Shares to Buyer. Seller and Buyer acknowledge and agree that the sale of the Preferred Shares from Seller to Buyer shall terminate any and all of Seller's rights to and under the Preferred Shares, and such rights shall vest immediately with Buyer on the Closing Date. Seller does not bear any responsibility for instructing or otherwise causing the Company to cancel the Preferred Stock Certificate in Seller's name and reissue such certificate in Buyer's name (the "Stock Certificate Transfer"). Buyer agrees and acknowledges that responsibility for the Stock Certificate Transfer shall rest solely with the Buyer. Seller agrees to cooperate with Buyer in Buyer's efforts to effectuate the Stock Certificate Transfer should Seller's cooperation become necessary, but such cooperation shall not be deemed an obligation under this Agreement or any other agreement.
- 4. <u>Representations and Warranties of Seller.</u> Seller hereby represents and warrants to Buyer, through the date and time of the Closing Date, that the statements in the following paragraphs of this Section 4 are all true and complete as of the Effective Date:
 - a) Title to Preferred Shares. Seller is the record and beneficial owner and has sole managerial and dispositive authority with respect to the Preferred Shares. The sale and delivery of the Preferred Shares will vest in Buyer the legal and valid title to the Preferred Shares, free and clear of all liens, security interests, adverse claims or other encumbrances of any character whatsoever.
 - b) Full Power and Authority. Seller represents that it has full power and authority to enter into this Agreement.
 - c) No brokerage or finder's fees or commissions are or will be payable by any party as a result of actions taken by Seller to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other person with respect to the transactions contemplated by this Agreement.
- 5. <u>Representations and Warranties of Buyer</u>. Buyer hereby represents and warrants to Seller, through the date and time of the Closing Date, that the statements in the following paragraphs of this Section 5 are all true and complete as of the Effective Date:
 - a) Exempt Transaction; Legend. Buyer understands that the offering and sale of the Preferred Shares is intended to be exempt from registration under the Securities Act of 1933, as amended (the "Act") and exempt from registration or qualification under any state law.
 - b) Full Power and Authority. Buyer represents that it has full power and authority to enter into this Agreement.

- c) Information Concerning the Company. Buyer has conducted his own due diligence with respect to the Company and its liabilities and believes it has enough information upon which to base its decision to purchase the Preferred Shares.
 - d) No brokerage or finder's fees or commissions are or will be payable by any party as a result of actions taken by Buyer to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other person with respect to the transactions contemplated by this Agreement.
- Governing Law; Jurisdiction. Any dispute, disagreement, conflict of interpretation or claim arising out of or relating to this Agreement, or its enforcement, shall be governed by the laws of the State of New York. Buyer and Seller hereby irrevocably and unconditionally submit for themselves and their property, to the nonexclusive jurisdiction of Federal and State courts of the State of New York and any appellate court thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agree that all claims in respect of any such action or proceeding may be heard and determined in New York, or, to the extent permitted by law, in such Federal court. Each of the parties hereto agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to above. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each party to this Agreement irrevocably consents to service of process in the manner provided for notices below. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law. Each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement or the transactions contemplated hereby (whether based on contract, tort or any other theory). If either party shall commence an action or proceeding to enforce any provisions of this Agreement, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its reasonable attorneys' fees and other costs and expenses including but not limited to court costs incurred with the investigation, preparation and prosecution of such action or proceeding.
- 7. <u>Termination</u>. The parties may not, except for a material breach or failure of a condition or requirement, terminate this Agreement.
- 8. <u>Successors and Assigns</u>. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.
- 9. <u>Counterparts.</u> This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A telefaxed copy or electronic copy in PDF format of this Agreement shall be deemed an original.
- 10. <u>Headings</u>. The headings used in this Agreement are for convenience of reference only

and shall not be deemed to limit, characterize or in any way affect the interpretation of any provision of this Agreement.

- 1 1 . <u>Costs, Expenses</u>. Each party hereto shall bear its own costs in connection with the preparation, execution and delivery of this Agreement.
- 12. <u>Modifications and Waivers</u>. No change, modification or waiver of any provision of this Agreement shall be valid or binding unless it is in writing, dated subsequent to the Effective Date of this Agreement, and signed by both the Buyer and Seller. No waiver of any breach, term, condition or remedy of this Agreement by any party shall constitute a subsequent waiver of the same or any other breach, term, condition or remedy. All remedies, either under this Agreement, by law, or otherwise afforded the parties shall be cumulative and not alternative.
- 13. <u>Severability</u>. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.
- 14. <u>Entire Agreement.</u> This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings duties or obligations between the parties with respect to the subject matter hereof.
- 1 5. <u>Further Assurances.</u> From and after the date of this Agreement, upon the request of the Buyer or Seller, Buyer and Seller shall execute and deliver such instruments, documents or other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement.
- 1 6 . <u>Term, Survival.</u> This Agreement is effective from the Effective Date hereof, and shall remain in effect until all the rights and obligations of the parties hereto have been fully performed.
- 17. <u>Notices.</u> All notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed to have been duly received:
 - a) if given by telecopier, when transmitted and the appropriate telephonic confirmation received if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission,
 - b) if given by certified or registered mail, return receipt requested, postage prepaid, three business days after being deposited in the U.S. mails and
 - c) if given by courier or other means, when received or personally delivered, and, in any such case, addressed as indicated herein, or to such other addresses as may be specified by any such person to the other person pursuant to notice given by such person in accordance with the provisions of this Section 17.

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

BRISTOL INVESTMENT FUND, LTD.

THEOREM GROUP, LLC

/s/ Paul Kessler

Name: Paul Kessler

Name: Anshuman "Andy" Dube
Title: Director

Title: Managing Director

AGREEMENT OF JOINT FILING

The undersigned hereby agree that the statement on Schedule 13D filed herewith (and any amendments thereto), is being filed jointly with the Securities and Exchange Commission pursuant to Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended, on behalf of each such person.

Dated:	February 18, 2010	THEOREM GROUP, LLC
		By: /s/ Anshuman Dube
		Anshuman Dube, Managing Director
Dated:	February 18, 2010	/s/ Anshuman Dube
		ANSHUMAN DUBE