



100961130

To the Honorable Commissioner of Patents and Trademark

documents or copy thereof.

1. Name of conveying party(ies):  
QANTEL CORPORATION

MRD  
8-31-98

- Individual(s)
- General Partnership
- Corporation-State New York
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  
 Yes  No

3. Nature of Conveyance:

- Assignment
  - Security Agreement
  - Other ORDER (1) AUTHORIZING SALE OF ASSETS OTHER THAN  
40 IN THE ORDINARY COURSE OF BUSINESS
  - Merger
  - Change of Name
- Execution Date: December 23, 1991

Name: DECISION DATA CREDIT CORPORATION

Internal Address: 50 Swedesford Road

Street Address: 50 Swedesford Road

City Frazer State PA ZIP 19355

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes  No  
(Designation must be a separate document from Assignment)

Additional Name(s) & address(es) attached?  
 Yes  No

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

TM

B. Trademark registration No.(s)  
1,092,170

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Maria S. Cefalu, Esq.

Internal Address: Limbach & Limbach L.L.P.  
 Street Address: 2001 Ferry Building  
 City, State, ZIP: San Francisco, California 94111  
 Telephone: (415) 433-4150  
 Facsimile: (415) 433-8716

Attorney Docket No. QAN-100

6. Total number of applications and registrations involved: ONE

7. Total fee (37 CFR 3.41):.....\$

- Enclosed
- Charge any deficiencies in the enclosed fee to Deposit Account No. 12-1420
- Authorized to be charged to deposit account

8. Deposit account number: 12-1420  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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9. Statement and signature.

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

Maria S. Cefalu  
Name of Person Signing

Maria S. Cefalu  
Signature

2/1/99  
Date

Total number of pages including cover sheet, attachments and document: 16

OMB No. 0651-0011 (exp 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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08-31-1998

U.S. Patent & TMOtc/TM Mail Rcpt Dt. #10 Trademark

09-14-1998



To the Hono.

100825959

documents or copy thereof.

1. Name of conveying party(ies):  
**QANTEL CORPORATION**

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State New York  
 Other \_\_\_\_\_

2. Name and address of receiving party(ies):  
Name: **DECISION DATA CREDIT CORPORATION**  
Internal Address: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  
 Yes       No

3. Nature of Conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other **ORDER (1) AUTHORIZING SALE OF ASSETS OTHER THAN  
IN THE ORDINARY COURSE OF BUSINESS**

Execution Date: **December 23, 1991**

If assignee is not domiciled in the United States, a domestic  
representative designation is attached:  
 Yes       No  
(Designation must be a separate document from Assignment)

Additional Name(s) & address(es) attached?  
 Yes       No

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

B. Trademark registration No.(s)  
**1,092,170**

Additional numbers attached?  Yes       No

5. Name and address of party to whom correspondence concerning  
document should be mailed:  
Name: **Maria S. Cefalu, Esq.**

Internal Address: **Limbach & Limbach L.L.P.**  
Street Address: **2001 Ferry Building**  
City, State, ZIP: **San Francisco, California 94111**  
Telephone: **(415) 433-4150**  
Facsimile: **(415) 433-8716**

Attorney Docket No. **QAN-100**

6. Total number of applications and registrations involved: **ONE**

7. Total fee (37 CFR 3.41):.....\$ **40.00**  
 Enclosed  
 Charge any deficiencies in the enclosed fee to Deposit  
Account No. 12-1420  
 Authorized to be charged to deposit account

8. Deposit account number: **12-1420**  
(Attach duplicate copy of this page if paying by deposit account)

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

**Maria S. Cefalu**  
Name of Person Signing

*Maria S. Cefalu*  
Signature

**8/31/98**  
Date

Total number of pages including cover sheet, attachments and document: **16**

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JOHN WALSHE MURRAY (074823)  
KENNETH T. LAW (111779)  
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MURRAY & MURRAY  
A Professional Corporation  
Attorneys at Law  
3030 Hansen Way, Suite 200  
Palo Alto, California 94304  
(415) 852-9000

Attorneys for Debtor

**FILED**

DEC 23 1991

**BANKRUPTCY COURT  
OAKLAND, CALIFORNIA**

I hereby certify that the foregoing/annexed instrument is a true and correct copy of the original on file in the Northern District of Cali

Dated: 1-6-92 PAUL KARNEY, JR., Clerk  
U. S. Bankruptcy Court

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA

Jean A. ...  
Deputy Clerk

In re )  
)  
QANTEL CORPORATION, a New York )  
corporation, fka MOHAWK DATA )  
SCIENCES CORP.; fka MDS CAPITAL )  
CORPORATION, a Delaware )  
corporation, fka QANTEL )  
BUSINESS SYSTEMS, INC., a )  
California corporation, fka )  
MDS-QANTEL, INC.; )

Case No. 91-45778-T

In Proceedings Under  
Chapter 11

Debtor. )

Date: December 20, 1991  
Time: 3:00 o'clock p.m.  
Place: Room 201  
Judge: Leslie Tchaikovsky

Employer's Tax Identification )  
No. 16-0875598 )

ORDER (1) AUTHORIZING SALE OF ASSETS OTHER THAN IN  
THE ORDINARY COURSE OF BUSINESS (2) AUTHORIZING  
SALE OF ENCUMBERED ASSETS FREE AND CLEAR OF LIENS, AND  
(3) AUTHORIZING ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACT

The MOTION OF DEBTOR FOR ORDER (1) AUTHORIZING SALE OF  
ASSETS OTHER THAN IN THE ORDINARY COURSE OF BUSINESS (2)  
AUTHORIZING SALE OF ENCUMBERED ASSETS FREE AND CLEAR OF LIENS,  
AND (3) AUTHORIZING ASSUMPTION AND ASSIGNMENT OF EXECUTORY  
CONTRACT (hereinafter referred to as the "Subject Motion")  
having been filed with the Court on December 16, 1991; the  
matter having come on for hearing before this Court pursuant to

JWM:maq  
QANTEL\SOA-ORDER

**ORIGINAL**

-1-

ORDER (1) AUTHORIZING SALE OF ASSETS, (2)  
AUTHORIZING SALE OF ENCUMBERED ASSETS FREE  
AND CLEAR OF LIENS, AND (3) ASSUMPTION AND  
ASSIGNMENT OF EXECUTORY CONTRACT

**TRADEMARK**  
REEL: 1848 FRAME: 0798

1 the ORDER SHORTENING TIME entered by this Court on December 10,  
2 1991; the Debtor having appeared by and through its counsel,  
3 Murray & Murray, A Professional Corporation and John Walshe  
4 Murray; the First National Bank of Boston, as agent for itself  
5 and Manufacturers Hanover Trust Company, Wells Fargo Bank, N.A.,  
6 First Interstate Bank of California, Canadian Imperial Bank of  
7 Commerce, Grant Street National Bank, Bank of America National  
8 Trust and Savings Association, Continental Bank, Midlantic  
9 National Bank and Foothill Capital Corporation (hereinafter  
10 collectively referred to as the "Banks) having appeared by and  
11 through its counsel, Brobeck, Phleger & Harrison and Elaine L.  
12 Sheppe; Sussex Investments, Ltd. and Decision Data Credit  
13 Corporation (hereinafter collectively referred to as the  
14 "Buyers"), and Decision Data Services, Inc. having appeared by  
15 and through their counsel, Reboul, MacMurray, Hewitt, Maynard &  
16 Kristol and Jay S. Rand; other appearances having been made as  
17 noted in the record; the Banks having filed their NON-OPPOSITION  
18 to the Subject Motion stating the conditions upon which they  
19 would not oppose the Subject Motion; Decision Data Services,  
20 Inc. having consented to the assumption and assignment of its  
21 contract with the Debtor notwithstanding the provisions of  
22 Section 365(b) of the Bankruptcy Code; the Court having  
23 considered all of the pleadings filed with the Court regarding  
24 the Subject Motion, and the representations and arguments of  
25 counsel; the Court having entered its FINDINGS AND FACT AND  
26 CONCLUSIONS OF LAW IN SUPPORT OF THE ORDER (1) AUTHORIZING SALE  
27 OF ASSETS OTHER THAN IN THE ORDINARY COURSE OF BUSINESS (2)  
28 AUTHORIZING SALE OF ENCUMBERED ASSETS FREE AND CLEAR OF LIENS,

WM:maq  
ANTEL\SDA-ORDER

-2-

ORDER (1) AUTHORIZING SALE OF ASSETS, (2)  
AUTHORIZING SALE OF ENCUMBERED ASSETS FREE  
AND CLEAR OF LIENS, AND (3) ASSUMPTION AND  
ASSIGNMENT OF EXECUTORY CONTRACT

TRADEMARK  
REEL: 1848 FRAME: 0799

1 AND (3) AUTHORIZING ASSUMPTION AND ASSIGNMENT OF EXECUTORY  
2 CONTRACT concurrently herewith; the Court being fully advised in  
3 the premises and good cause appearing therefor;

4 THE COURT FINDS THAT:

5 1. Notice of the hearing on the Subject Motion was  
6 sufficient and appropriate in the particular circumstances of  
7 this case;

8 2. All material aspects of the proposed sale  
9 transaction have been disclosed to the Court; all negotiations  
10 by the Debtor's officers and directors with respect to the  
11 proposed sale transaction have been at arms length, and each of  
12 the Debtor's officers and directors has negotiated the terms of  
13 the proposed sale transaction in good faith, in the best  
14 interests of the Debtor and its creditors and equity security  
15 holders, and consistent with their fiduciary obligations as  
16 officers and directors of the Debtor; the offer of the Buyers  
17 has been made in good faith; the ASSET PURCHASE AGREEMENT, a  
18 copy of which is attached hereto as Exhibit "A," and by this  
19 reference incorporated herein, and the AMENDMENT NO. 1 to the  
20 ASSET PURCHASE AGREEMENT agreed to on December 20, 1991, a copy  
21 of which is attached hereto as Exhibit "B," and by this  
22 reference incorporated herein, were negotiated among the parties  
23 in good faith; the Subject Motion is made in good faith; and the  
24 Buyers' purchase of the assets is in good faith and for fair and  
25 reasonable value as contemplated in 11 U.S.C. § 363(m); and  
26 3. The proposed sale is in the best interest of the  
27 Bankruptcy Estate, the Debtor and its creditors and equity  
28 security holders.

1 NOW THEREFORE, based upon the foregoing, IT IS HEREBY  
2 ORDERED as follows:

3 1. The Subject Motion is granted and the Debtor is  
4 authorized to sell all of its assets, including, but not limited  
5 to, all of the Debtor's right, title and interest in its cash,  
6 accounts, contract rights, inventory, equipment, patents,  
7 trademarks and other general intangibles, capital stock, its  
8 real property located in Los Angeles, California and described  
9 as two residentially zoned unimproved parcels of real property  
10 located on Jorderr Avenue, Los Angeles, California, being  
11 Assessors Parcels Nos. 90-000-5565-024-202 and 90-000-5565-024-  
12 021, also described as Property Nos. 34 and 35 in Tract No.  
13 4696., its copyrights and copyright registrations, and its  
14 shares of stock in Onset Corporation, Dynair Electronics, Inc.,  
15 Andromeda and Omnitek, but specifically not including that  
16 certain equipment in which Hewlett Packard Company maintains a  
17 valid, perfected and enforceable security interest, to the  
18 Buyers free and clear of any and all claims, liens and  
19 encumbrances pursuant to, and as provided for in, the Subject  
20 Motion and the ASSET PURCHASE AGREEMENT, as amended. The cash  
21 purchase price of \$4,936,000.00 shall be paid by the Buyers  
22 directly to the Banks pursuant to the ASSET PURCHASE AGREEMENT,  
23 as amended.

24 2. The Debtor is authorized to assume and assign that  
25 certain MARKETING AND TECHNICAL SUPPORT AGREEMENT entered into  
26 between, among others, the Debtor's predecessor and Decision  
27 Data Services, Inc., dated as of May 2, 1986, a copy of which is  
28 attached hereto as Exhibit "C", and by this reference

JUM:maq  
SANTEL\SOA-ORDER

-4-

ORDER (1) AUTHORIZING SALE OF ASSETS, (2)  
AUTHORIZING SALE OF ENCUMBERED ASSETS FREE  
AND CLEAR OF LIENS, AND (3) ASSUMPTION AND  
ASSIGNMENT OF EXECUTORY CONTRACT

TRADEMARK  
REEL: 1848 FRAME: 0801

1 incorporated herein; provided however, that the Debtor's  
2 assumption and assignment of such agreement shall only be  
3 effective upon the consummation and close of the proposed sale  
4 transaction on the closing date (hereinafter referred to as the  
5 "Closing Date") as defined in the ASSET PURCHASE AGREEMENT, as  
6 amended.

7 3. The entry of this Order, together with the various  
8 forms of releases executed by the parties as of the Closing Date  
9 shall constitute (a) full and mutual releases of all pre-filing  
10 and post-filing claims and liens by, between and among the  
11 Buyers, the Banks (as such relate to the Banks' claims arising  
12 from and/or related to the AMENDED AND RESTATED CREDIT AGREEMENT  
13 dated as of August 31, 1989 between the Banks and the Debtor,  
14 and any other documents and/or transactions related thereto),  
15 the Debtor, all officers and directors of the Debtor, the  
16 Debtor's subsidiaries, all officers and directors of the  
17 Debtor's subsidiaries, and each of their successors and assigns,  
18 except (i) that the Banks' unsecured deficiency claim shall not  
19 be released but shall instead be transferred to the Buyers, (ii)  
20 no claims against Karl Niemuller shall be released, (iii) the  
21 liens, and any claims secured thereby, of the Debtor's present  
22 and former officers and directors on the assets of the Debtor's  
23 Australian subsidiaries shall not be released, (iv) no claims of  
24 the Banks against the Buyers arising from credit transactions  
25 separate and apart from the Debtor shall be released, and (v) no  
26 claims shall be released by the Bankruptcy Estate or any  
27 subsequently appointed trustee; and (b) full releases by the  
28 Banks of any and all of their secured and unsecured claims and

1 liens against the Debtor's foreign and domestic subsidiaries and  
2 any and all assets of the Debtor's foreign and domestic  
3 subsidiaries, except as set forth in subsection (a)(i) above.  
4 The releases contemplated herein shall only be effective upon  
5 the close of the sale transaction and the payment of the sum of  
6 \$4,936,000.00 to the Banks.

7 4. Pursuant to the ASSET PURCHASE AGREEMENT, as  
8 amended, Buyers shall pay the expenses of the Debtor to the  
9 extent stated in Section 5.04 of the ASSET PURCHASE AGREEMENT,  
10 as amended (the "Post-Petition Expenses"); provided, however,  
11 that the Buyers shall pay the fees and costs described in  
12 Schedule 5.04(c) of the ASSET PURCHASE AGREEMENT, as amended,  
13 irrespective of whether the fees and costs are incurred prior to  
14 or after the Closing Date.

15 If the ASSET PURCHASE AGREEMENT, as amended, is  
16 terminated, the Buyers shall pay all Post-Petition Expenses  
17 incurred from December 1, 1991 through the Termination Date to  
18 the extent stated in Section 5.04 of the ASSET PURCHASE  
19 AGREEMENT, as amended.

20 5. The Debtor and its officers or directors are  
21 authorized to execute, deliver and record such documents as are  
22 necessary to consummate the sale transaction authorized herein.  
23 All documents necessary to the consummation of the sale  
24 transaction shall be in a form satisfactory to the Debtor, the  
25 Buyers and the Banks.

26  
27 Dated: December 23, 1991

Besic Tchankovets  
United States Bankruptcy Judge



---

ASSET PURCHASE AGREEMENT

among

DECISION DATA CREDIT CORPORATION,

SUSSEX INVESTMENTS LTD.

and

QANTEL CORPORATION,  
Debtor-In-Possession

Dated as of December 13, 1991

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76666.7

EXHIBIT A

ASSET PURCHASE AGREEMENT, dated as of December 13, 1991 among DECISION DATA CREDIT CORPORATION, a Delaware corporation ("Decision"), SUSSEX INVESTMENTS LTD., a British Virgin Islands corporation ("Sussex" and, collectively with Decision, "Buyers"), and QANTEL CORPORATION, a New York corporation, as debtor-in-possession ("Seller").

WHEREAS, Seller is in the business of manufacturing and marketing business computer systems hardware and software and applications software (the "Business");

WHEREAS, Seller has filed a petition in the United States Bankruptcy Court for the Northern District of California (the "Bankruptcy Court") pursuant to Chapter 11 of the United States Bankruptcy Code of 1978, as amended (the "Bankruptcy Code");

WHEREAS, Seller and certain affiliates of Decision are parties to a Marketing and Technical Support Agreement dated as of May 2, 1986 (the "Marketing and Technical Support Agreement"), pursuant to which Decision Data Inc., a Delaware corporation ("DDI"), which is the successor-by-merger to Mohawk Computer Services Corporation and the sole stockholder of Decision, has been granted rights to provide certain maintenance and support services with respect to equipment manufactured and/or marketed by Seller and rights to all documentation related to such equipment; and

WHEREAS, Seller desires to sell to Buyers, and Buyers desire to purchase from Seller, the properties, rights and assets of Seller designated herein, free and clear of all liabilities.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereby agree as follows:

#### I. TRANSFERS

Section 1.01. Transfer of Assets. (a) On the terms and subject to the conditions hereinafter set forth, on the Closing Date (as hereinafter defined), Seller shall sell, convey, transfer, assign and deliver to Sussex, and Sussex shall purchase from Seller, for the purchase price set forth in Section 2.02(a) below, all right, title and interest of Seller in and to the following properties, rights and assets of Seller, real or personal, tangible or intangible, as the same shall exist on the Closing Date (said properties, rights and assets to be sold, conveyed, transferred, assigned and delivered to Sussex being hereinafter collectively called the "Sussex Assets"):

(i) all applications computer software and all computer software designed to enable applications computer software to run under UNIX or other operating systems not proprietary to Qantel, whether by conversion of such applications software or otherwise, including without limitation the computer software listed on Schedule 1.01(a)(i) hereto (all such computer software being hereinafter collectively called the "Sussex Software");

(ii) all patents, trademarks and trade names, trademark and trade name registrations, service marks and service mark registrations, the applications therefor and all rights, licenses and franchises relating primarily to the Sussex Software, including without limitation all of the same listed in Schedule 1.01(a)(ii) hereto, but subject to the provisions of Section 5.02(a) with respect to rights relating to use of the name "Qantel";

(iii) all trade secrets, technology (including without limitation technology with respect to which Seller is a licensee or sublicensee, but only insofar as permitted under the applicable license or sublicense agreement and subject to the provisions of Section 1.03 below), processes, source code and object code, inventions, designs, drawings, schematic diagrams, patterns, royalties, privileges, permits and all other similar intangible personal property owned by Seller and necessary to, or used primarily by or in connection with, the development, maintenance and support of Sussex Software;

(iv) all the issued and outstanding capital stock of (A) Qantel Holdings Australia Pty. Ltd., a New South Wales corporation ("Qantel Australia"), and (B) Qantel U.S. Holdings, Inc., a California corporation ("U.S. Holdings");

(v) an undivided fifty-percent (50%) interest in all rights, claims and causes of action of Seller in litigation commenced by Seller prior to the date hereof, including without limitation any monetary or other recovery from (A) an action in the U.S. District Court for the Southern District of New York entitled Qantel Corporation v. Karl H. Niemuller et al., and (B) a related Canadian action commenced against Mrs. Karl H. Niemuller and Goodwood Management Ltd. (collectively, the "Niemuller Lawsuits");

(vi) all rights of Seller under (A) all licenses to end users of Sussex Software (the "Sussex End-User Licenses"), except to the extent, if any, that the same are executory contracts, and (B) all other contracts, agreements, licenses, leases, sales orders, purchase orders and other commitments, if any (including without limitation Sussex End-User Licenses, if any, which are executory contracts),

which Sussex shall elect to assume as contemplated by Section 1.03 below; and

(vii) all papers, documents, instruments, books and records, files, agreements, books of account and other records by which the Sussex Assets might be identified or enforced, or otherwise pertaining to the Sussex Assets that are located at the offices or other locations used by Seller in connection with the Sussex Assets (including without limitation customer invoices, drafts and other documents and materials relating to customer transactions).

(b) On the terms and subject to the conditions hereinafter set forth, on the Closing Date, Seller shall sell, convey, transfer, assign and deliver to Decision, and Decision shall purchase from Seller, for the purchase price set forth in Section 2.02(b) below, all right, title and interest of Seller in and to all its properties, rights and assets, as the same shall exist on the Closing Date, except for the Sussex Assets and except for those assets excluded pursuant to paragraph (c) below, including without limitation the following (said properties, rights and assets to be sold, conveyed, transferred, assigned and delivered being hereinafter collectively called the "Decision Assets"):

(i) all tangible property, inventories, rental equipment and spare parts, work in process, supplies, leaseholds, leasehold improvements, tools, fixtures, machinery, equipment, furniture, office furnishings and fixtures of Seller located in the United States and existing on the Closing Date;

(ii) all accounts receivable, notes receivable and prepayments of Seller existing on the Closing Date, including without limitation those listed on Schedule 1.01(b)(ii) hereto provided, however, that those prepayments and similar items specified on the detailed list of certain payments by Seller heretofore furnished by Seller to Buyers (the "List of Excluded Prepayments"), will be forgiven by Decision in writing after purchase thereof on the Closing Date;

(iii) all computer systems, software and firmware programs except for the Sussex Software, including without limitation the computer software listed on Schedule 1.01(b)(iii) hereto (all such items being hereinafter called the "Decision Software");

(iv) all patents, trademarks and trade names, trademark and trade name registrations, service marks and service mark registrations, the applications therefor and all rights, licenses and franchises relating primarily to the Decision Software, or used in connection with the perform-

ance of any obligations of DDI, or relating to any of its rights, under the Marketing and Technical Support Agreement including without limitation all of the same listed on Schedule 1.01(b)(iv) hereto, but subject to the provisions of Section 5.02(a) with respect to rights relating to use of the name "Qantel";

(v) all trade secrets, technology (including technology with respect to which Seller is a licensee or sublicensee, but only insofar as permitted under the applicable license or sublicense agreement and subject to the provisions of Section 1.03 below), processes, source code and object code, inventions, designs, drawings, schematic diagrams, manufacturing documentation, patterns, royalties, privileges, permits and all other similar intangible personal property owned by Seller and necessary to, or used primarily by or in connection with, the conduct and operation of Seller's hardware and systems software Business (including without limitation the development, maintenance and support of Decision Software);

(vi) all the issued and outstanding capital stock of (A) Qantel Canada, Inc., a Canada corporation ("Qantel Canada"), and (B) 622496 Ontario Limited, an Ontario corporation ("622496" and, collectively with Qantel Canada, the "Canadian subsidiaries");

(vii) all cash and cash equivalents, including without limitation the account balances in all Seller's bank accounts in the United States and Canada listed on Schedule 1.01(b)(vii) hereto (said bank accounts being hereinafter collectively called the "U.S. Cash Accounts" and said account balances as of any date, without regard to any rights of setoff that may be asserted with respect thereto by any secured lenders of Seller or Qantel Canada, being hereinafter collectively called the "U.S. Cash Balances" as of such date);

(viii) the rights of Seller in, to, under or in respect of all letters of credit, bonds, insurance policies (except for Seller's directors' and officers' liability insurance policy (except as provided in Schedule 2.04)), cash collateral deposits or other collateral that secure the payment to Seller of accounts receivable arising under contracts assumed by Decision pursuant to this Agreement, except that the rights of Seller in respect of the payments specified on the List of Excluded Prepayments shall be forgiven in the manner specified in clause (ii) above;

(ix) an undivided fifty-percent (50%) interest in all rights, claims and causes of action of Seller arising out of or in respect of litigation commenced by Seller prior to the

previously delivered to such Buyer to which such Buyer is entitled pursuant to Section 1.01 above, and shall execute and deliver or cause to be executed and delivered all such deeds, assignments, consents, documents and further instruments of transfer and conveyance, and take or cause to be taken all such other actions, as such Buyer may reasonably deem necessary or desirable in order to fully and effectively vest in such Buyer, or to confirm its title to and possession of, its respective Assets, or to assist such Buyer in exercising rights with respect thereto which such Buyer is entitled to exercise pursuant to the terms of this Agreement; and (ii) each Buyer shall execute and deliver or cause to be executed and delivered such further instruments and take or cause to be taken such further actions as Seller, or its trustee in bankruptcy, as the case may be, may reasonably deem necessary or desirable to carry out the terms and provisions of this Agreement.

Section 5.02. Use of Name. (a) Effective as of the closing of the transactions contemplated hereby, Seller and its subsidiaries shall refrain from using the name "Qantel" or any variation thereof or any trademark, trade name or similar item currently used in connection with Seller's business or any of the Assets being purchased by Buyers hereunder. Effective as of the Closing Date, Buyers shall succeed to the right to use the name "Qantel" as a trademark, trade name and service name in the following manner:

(i) Sussex shall have the exclusive right to use "Qantel" in Australia, New Zealand and Asia; and

(ii) Decision shall have the exclusive right to use "Qantel" in all other locations.

(b) Immediately following the Closing Date, Seller shall take all action necessary or appropriate to change its corporate name or the corporate name of any subsidiary so that such corporate name does not include the word "Qantel" or any variation thereof. Buyers shall, at their expense, prepare the necessary application forms (using information furnished by Seller) and pay all necessary filing fees in connection therewith.

(c) Notwithstanding anything to the contrary in paragraphs (a) or (b) of this Section, Seller may continue to use the name "Qantel" in connection with the proceedings relating to it in the Bankruptcy Court and with respect to payments to creditors pursuant thereto.

Section 5.03. Application to Bankruptcy Court. Promptly after the execution and delivery hereof, Seller covenants and agrees that (i) it will apply for an order of the Bankruptcy Court expediting notice for the hearing on the appli-

Schedule 1.01(b)(iv)

Intellectual Properties Pertaining to the Decision Software

TRADEMARKS

BEST/AOS™

BEST/NET™

BEST/PC™

BEST<sup>®</sup>

COM 40™

CORPORATE QICPLAN™

DATASEEK™

MEMJOG™

Q 68 K™

Q 8 K™

Q ADC™

QANTEL<sup>®</sup>

Q AUTO™

QIC/CALC™

QIC - PC™

QICBASIC<sup>®</sup>

QICBRIDGE™

QICCALL™

QICLOOK™

QICMENU™

QICPLAN<sup>®</sup>

QICPOST™

QICTRAN™

Schedule 1.01(b)(iv) (cont.)

Intellectual Properties Pertaining to the Decision Software

TRADEMARKS (CONT.)

QICWORD™

QIC™

QITE™

QPCI™

REMOTE™

SOLUTIONS™

SPORTS - PAC™

TRANS - PAC™

VT6 - EDIT™

VT6 y™

VT6 xc™

VT6 x™

PATENTS

No specific information on patents available at  
date of execution of Asset Purchase Agreement