

07-15-1999

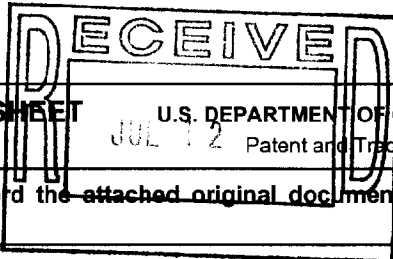
FORM PTO-1594
(Rev. 6-93)



101091740

COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
JUL 12



Please record the attached original documents or copy

To the Honorable Comr thereof.

1. Name of conveying party(ies):

Resumix, Inc.

- Individual(s) Association
 - General Partnership Limited Partnership
 - Corporation-State California
 - Other _____
- Additional name(s) of conveying party(ies) attached? Yes
 No

7-12-99

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Asset Purchase Agreement

Execution Date: August 13, 1998

2. Name and address of receiving party(ies):

Name: Resumix (New Jersey), Inc.

Street Address: 890 Ross Drive

City: Sunnyvale State: CA ZIP 94089

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New Jersey
- 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)

B. Trademark Registration No.(s)
1,980,063

Additional numbers attached? Yes No

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

Name: Eugene M. Pak, Esq.

Internal Address: Cooley Godward LLP

Street Address: One Maritime Plaza, 20th Floor
City: San Francisco State: CA ZIP 94111

6. Total number of applications and registration involved:

One

7. Total fee (37 CFR 3.41): \$40.00

- Enclosed
- Authorized to be charged to deposit account

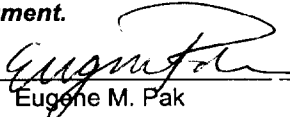
8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.


Eugene M. Pak 6-25-99
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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8TGR01.DOC
07/15/1999 MTHA11 00000086 1980063
01 FC:481 40.00 DP

ASSET PURCHASE AGREEMENT

among:

RESUMIX, INC.
a California corporation;

CERIDIAN CORPORATION,
a Delaware corporation;

and

RESUMIX (NEW JERSEY), INC.,
a New Jersey corporation

Dated as of August 13, 1998

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "*Agreement*") is entered into as of August 13, 1998, by and among RESUMIX, INC., a California corporation ("*Seller*"), CERIDIAN CORPORATION, a Delaware corporation and parent of Seller ("*Ceridian*"), and RESUMIX (NEW JERSEY), INC., a New Jersey corporation ("*Buyer*"). Certain capitalized terms used in this Agreement are defined in Exhibit A.

RECITALS

Seller is engaged in the business of developing and marketing software products and services primarily for employee and human relations departments of enterprises (the "*Business*"). Seller desires to transfer the Business to Buyer and Buyer desires to acquire the Business from Seller in a transaction intended to qualify under Section 351 of the Internal Revenue Code of 1986, as amended (the "*Code*").

AGREEMENT

The parties to this Agreement, intending to be legally bound, agree as follows:

SECTION 1. SALE AND TRANSFER OF ASSETS.

1.1 Assets to be Sold. Upon the terms and subject to the conditions set forth in this Agreement and upon the representations and warranties made herein, at the Closing, Seller shall sell, grant, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of the Seller in and to the Assets, free and clear of any Encumbrances. The "*Assets*" shall mean all of Seller's assets, properties, rights, privileges, claims and contracts of every kind and nature, real, personal or mixed, tangible or intangible, absolute or contingent, wherever located, belonging to Seller on the Closing Date, including, without limitation, the following:

(a) the going concern value and goodwill of Seller;

(b) all fee or leasehold title to real property, including, without limitation, the leasehold interests in real property described in Part 1.1(b) of the Seller Disclosure Schedule, together with all improvements, buildings and fixtures located thereon or therein and all construction in progress;

(c) all trade accounts receivable and other rights to receive payments from customers of Seller as of the Closing Date, including, without limitation, all trade accounts receivable representing amounts receivable in respect of products sold and/or services rendered to customers of Seller on or prior to the Closing Date, and the full benefit of all security for such accounts or debts, and those other accounts receivable and notes receivable (including, without limitation, any claims, remedies and other rights related to any of the foregoing) listed on Part 1.1(c) of the Seller Disclosure Schedule;

(d) all of Seller's interest in (including all rights, benefits and obligations) all Contracts and all outstanding offers or solicitations to enter into any of the foregoing;

(e) all operating data and records of the Seller Companies, including, without limitation, client and customer lists and records, referral sources, research and development reports and records, production reports and records, equipment logs, operating guides and manuals, copies of financial, accounting and personnel records, correspondence and other similar documents and records;

(f) all of the Proprietary Assets of Seller;

(g) all of the outstanding capital stock of the Subsidiaries;

(h) All right title and interest in and to the name "Resumix";

(i) all other assets of every kind, character or description, tangible or intangible, owned by Seller, to the extent assignable in the case of intangible properties and assets, whether or not similar to the items specifically set forth above.

The parties hereto agree that the term "Assets" as used herein shall not include any Tax benefits of Seller arising prior to or after the Closing and that no such Tax benefits will be included in the Closing Date Balance Sheet.

1.2 Purchase Price. As consideration for the sale of the Assets at the Closing, Buyer will assume the Assumed Liabilities and will pay and issue the following consideration to Seller on the Closing Date:

(a) \$ [REDACTED] in cash;

(b) a promissory note from Buyer, substantially in the form of Exhibit C attached hereto (the "Note") in the principal amount of \$ [REDACTED] and

(c) [REDACTED] shares of Buyer's Series A Preferred Stock (the "*Buyer Series A Preferred*").

1.3 Book Value Adjustment.

(a) Within sixty (60) days after the Closing Date, Buyer shall cause its independent accountants to prepare and deliver to Seller and Ceridian (i) a balance sheet of Buyer as of the time immediately after the Closing, which balance sheet shall not include any deferred income taxes balance and will not take into account (A) the Financing Transactions, (B) any expenses incurred by Seller in connection with the negotiation, execution, delivery and performance of this Agreement or the Transactions or (C) any of the Transfer Taxes, as defined in Section 8.3 below (the "*Closing Date Balance Sheet*"), and (ii) a statement (the "*Book Value Statement*") based on the Closing Date Balance Sheet setting forth Buyer's calculation of its actual book value immediately after the Closing (the "*Net Book Value*"). The Closing Date Balance Sheet and Book Value Statement shall be prepared in accordance with GAAP consistently applied.

The parties to this Agreement have caused this Agreement to be executed and delivered as of August 13, 1998.

RESUMIX, INC.,
a California corporation

By: 

Name: Steve Ciesinski

Title: President

CERIDIAN CORPORATION,
a Delaware corporation

By: 

Name: A. Reid Shaw

Title: Vice President and Assistant Secretary

RESUMIX (NEW JERSEY), INC.
a New Jersey corporation

By: 

Name: Steve Ciesinski

Title: President

**STOCK PURCHASE AGREEMENT
COMPANY DISCLOSURE SCHEDULE
SCHEDULE 3.20(a)
INTELLECTUAL PROPERTY**

(i) Certain contracts listed in Schedule 3.8 provide for liens in the ordinary course on certain of the Company's assets, none of which will have an adverse effect on the Company or its ability to conduct business.

(ii) Registered intellectual property:

1. U.S. Patent No. 5,164,899, issued November 17, 1992, by David Sobotka et al., and entitled "Method and Apparatus for Computer Understanding and Manipulation of Minimally Formatted Text Documents".

2. U.S. Patent No. 5,197,004, issued March 23, 1993, by David Sobotka et al., and entitled "Method and Apparatus for Automatic Categorization of Applicants from Resumes".

3. The following trademarks have been registered by the Company in the U.S. and in foreign countries, as noted:

Mark	Country	Serial Number	Filing Date	Regis. Number	Regis. Date
"RESUMIX"	U.S.	74/498,314	3/8/94	1,980,063	6/11/96
"RESUMIX"	AUS	624579	3/10/94	624579	5/30/96
"RESUMIX"	CAN	749133	3/10/94	438,578	1/27/95
"RESUMIX"	UK	1565552	3/15/94	1,565,552	7/21/95
"RESUMIX"	Singapore	2106/94	3/17/94	2106/94	3/17/94

In addition, the Company owns the "Matching Engine and Syntax Database"

(iii) Intellectual Property licenses, sublicenses and other agreements: