

05-04-2000



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OPR/FINANCE

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year \_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name ERASOFT TECHNOLOGIES INC.

011298

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Canada Corporation

Receiving Party

Mark if additional names of receiving parties attached

Name VIASOFT, INC.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 3033 North 44th Street

Address (line 2) \_\_\_\_\_

Address (line 3)

Phoenix

City

AZ

State/Country

85375

Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware Corporation

Refund Ref: Other  
05/04/2000 DC0ATES 0000093192

CHECK Refund Total: \$30.00  
05/04/2000 DC0ATES 00000146 2169122

FOR OFFICE USE ONLY

01 FC:401  
02 FC:402  
40.00 OP  
50.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

6023817721

Name

Stephen R. Winkelman

Address (line 1)

Weinberg Legal Group

Address (line 2)

2390 East Camelback Road

Address (line 3)

Suite 250

Address (line 4)

Phoenix, AZ 85016

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

9

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

2169122

2169208

2169209

**Number of Properties**

Enter the total number of properties involved.

#

3

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

120.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

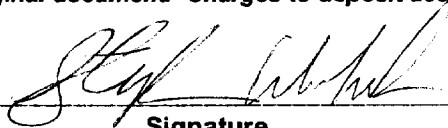
No

**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. Charges to deposit account are authorized, as indicated herein.

Stephen R. Winkelman

Name of Person Signing



Signature

4-13-00

Date Signed

# ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") made as of the 12<sup>th</sup> day of January, 1998, between Viasoft, Inc., a Delaware corporation ("Assignor"), and 3014791 Nova Scotia Limited, a Nova Scotia limited liability company ("Assignee").

WHEREAS, Assignor is a party to that certain Stock Purchase Agreement dated January 12, 1998, between Assignor and the shareholders of EraSoft Technologies, Inc., a body corporate incorporated under the laws of Province of Alberta (the "Stock Purchase Agreement"). Defined terms not otherwise defined herein shall have the respective meanings specified in the Stock Purchase Agreement.

WHEREAS, Assignor has the right under the Stock Purchase Agreement to assign any of its rights under the Stock Purchase Agreement to one or more of its Affiliates.

WHEREAS, Assignee is an Affiliate of Assignor.

WHEREAS, Assignor desires to assign its right under the Stock Purchase Agreement to purchase the Company Shares from Sellers, and Assignee desires to receive by assignment Assignor's right to purchase the Company Shares from Sellers.

NOW, THEREFORE, in consideration of the premises, and each intending to be legally bound hereby, the parties agree as follows:

Section 1. Assignment and Assumption of Right to Purchase Company Shares.

Assignor hereby assigns to Assignee all of Assignor's right under the Stock Purchase Agreement to purchase the Company Shares from the Sellers. Assignee hereby assumes and agrees to pay and perform to the obligations of Assignor under the Stock Purchase Agreement to purchase the Company Shares and pay the Closing Payment to the Sellers.

Section 2. Miscellaneous. This Agreement is being made in accordance with the terms of the Stock Purchase Agreement and the terms and provisions of the Stock Purchase Agreement are incorporated herein by this reference.

Viasoft, Inc., a Delaware corporation

3014791 Nova Scotia Limited, a Nova Scotia limited liability company

By: Malcolm Johnson

By: Catherine P. Hardwick

Title: CFO

Title: Secretary

## STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT ("Agreement") made as of the 12th day of January, 1998, between Viasoft, Inc., a Delaware corporation ("Buyer"), Michael Howatt Mabey ("Mabey"), Nashirali Samanani ("Samanani") and the persons and entities named as sellers on the signature page of this Agreement (each individually a "Seller" and collectively "Sellers").

### WITNESSETH:

WHEREAS, Sellers in the aggregate own all of the capital stock of EraSoft Technologies Inc., a body corporate incorporated under the laws of the Province of Alberta (the "Company").

WHEREAS, Mabey and Samanani are the principal shareholders of certain corporations that are principal Sellers and are officers and directors of the Company.

WHEREAS, this Agreement contemplates a transaction in which Buyer will purchase from Sellers, and Sellers will sell to Buyer, all of the issued and outstanding capital stock of the Company on the terms and conditions set forth below.

WHEREAS, Buyer and Sellers are unable to agree on a sum certain for the full amount of the consideration for the Company Shares as a result of their inability to agree on the fair market value of the Company Shares other than by reference to future performance of the Company as set forth herein.

WHEREAS, capitalized terms not otherwise defined herein shall have the respective meanings specified in Article IX below.

NOW, THEREFORE, in consideration of the premises, and the mutual representations, warranties, covenants and agreements hereinafter set forth, and each intending to be legally bound hereby, the parties agree as follows:

### ARTICLE I PURCHASE AND SALE OF COMPANY SHARES

Section 1.1 Basic Transaction. On and subject to the terms and conditions of this Agreement, Buyer agrees to purchase from each Seller, and Sellers jointly and severally agree to sell to Buyer, all of Sellers' Company Shares for the consideration specified in this Article I.

warranty, and covenant contained herein shall have independent significance. If any Party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty, or covenant.

Section 10.13 Incorporation of Exhibits and Disclosure Schedule. The Exhibits, Schedules, and the Disclosure Schedule identified in this Agreement are incorporated herein by reference and made a part hereof.

Section 10.14 Specific Performance. Each of the Parties acknowledges and agrees that the other Parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the Parties agrees that the other Parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof without proving irreparable harm in any action instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter (subject to the provisions set forth in Section 10.15 below), in addition to any other remedy to which they may be entitled, at law or in equity.

Section 10.15 Submission to Jurisdiction and Venue. Each of the Parties submits to the non-exclusive jurisdiction of any state or federal court sitting in Maricopa County, Arizona, and any provincial or national court sitting in Calgary, Alberta, in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court, except as provided in Section 1.8. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other Party with respect thereto. Each Seller and each Principal appoints Macleod Dixon (the "Process Agent") as such Party's agent to receive on his, her or its behalf service of copies of the summons and complaint and any other process that might be served in the action or proceeding. Any Party may make service on any other Party by sending or delivering a copy of the process (i) to the Party to be served at the address and in the manner provided for the giving of notices in Section 10.7 above or (ii) to the Party to be served in care of the Process Agent at the address and in the manner provided for the giving of notices in Section 10.7 above. Nothing in this Section 10.15, however, shall affect the right of any Party to serve legal process in any other manner permitted by law or at equity.

Section 10.16 Waiver of Jury Trial. DUE TO THE COMPLEXITY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT A TRIAL BEFORE A JUDGE IS MORE APPROPRIATE THAN A TRIAL BEFORE A JURY AND HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY AND AGREE NOT TO SEEK A TRIAL BY JURY IN ANY SUIT INVOLVING THE ENFORCEMENT OF THE PROVISIONS OF THIS AGREEMENT OR ANY OF THE DOCUMENTS CONTEMPLATED HEREBY, AND GRANT THE JUDGE PRESIDING

OVER ANY SUCH SUIT FULL POWER AND AUTHORITY TO DETERMINE ALL QUESTIONS OF FACT.

Section 10.17 Interest on Amounts Past Due. All amounts payable under this Agreement not paid when due shall bear interest at the Applicable Rate until such amounts are paid in full.

\* \* \* \* \*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

BUYER:

VIASOFT, INC., a Delaware corporation

By: Mal R. Solomon  
Title: CFO

MABEY:

\_\_\_\_\_  
Michael Howatt Mabey

SAMANANI:

\_\_\_\_\_  
Nashirali Samanani

SELLERS:

693899 ALBERTA LTD., a body corporate  
incorporated under the laws of the Province of  
Alberta

By: \_\_\_\_\_  
Nashirali Samanani, President

OVER ANY SUCH SUIT FULL POWER AND AUTHORITY TO DETERMINE ALL QUESTIONS OF FACT.

Section 10.17 Interest on Amounts Past Due. All amounts payable under this Agreement not paid when due shall bear interest at the Applicable Rate until such amounts are paid in full.

\* \* \* \* \*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

BUYER:

VIASOFT, INC., a Delaware corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

MABEY:

Michael Mabey \_\_\_\_\_ ●  
Michael Howatt Mabey

SAMANANI:

Nashirali Samanani \_\_\_\_\_ ●  
Nashirali Samanani

SELLERS:

693899 ALBERTA LTD., a body corporate  
incorporated under the laws of the Province of  
Alberta

By: Nashirali Samanani \_\_\_\_\_  
Nashirali Samanani, President

693897 ALBERTA LTD., a body corporate  
incorporated under the laws of the Province of  
Alberta

By: Michael Mabey  
Michael Howatt Mabey, President

667813 ALBERTA LTD., a body corporate  
incorporated under the laws of the Province of  
Alberta

By: [Signature]  
Its: Director

[Signature]  
Noorali Jaffer

[Signature]  
Roshan Jaffer

[Signature]  
Farhad Dhanji

[Signature]  
Anis Dhanji

[Signature]  
Salim Sumar

N. Talakshi in Trust

By: [Signature]  
Its: Trustee



The K. Jivraj Family Trust

By: *[Signature]*  
Its: TRUSTEE

729608 ALBERTA LTD., a body corporate  
incorporated under the laws of the Province of  
Alberta

By: *[Signature]*  
Its: DIRECTOR

*[Signature]*  
Ward Anderson

*[Signature]*  
Harold Hoover

*[Signature]*  
Thomas Oke

*[Signature]*  
Dean Elhard

*[Signature]*  
Douglas Bird

*[Signature]*  
Karim Teja

*[Signature]*  
Harvey Brovald

*Derek Miao*

Derek Miao

*Fengying Zhang*

Fengying Zhang

*Daniel Rickard*

Daniel Rickard

*Wade Graham*

Wade Graham

**Q Section 3.10.3 - Intellectual Property other than Software**

1. Trademarks. EraSoft Technologies Inc. made application to register the following trademarks with the Canadian Intellectual Property Office and has received notification of approval and that the application is scheduled to be advertised:

- (a) File No. 833087 Trademark Name: ERASOFT
- (b) File No. 833088 Trademark Name: TECHNOLOGY SOLUTIONS FOR A CHANGING ERA
- (c) File No. 833089 Trademark Name: Erasoft design symbol. This trademark is associated with File No. 833087

Although advertisement of the Trademarks has not occurred in the "Trademark Journal" pursuant to requirements of Canadian trademark legislation, the company has been indicating on its materials that the trademarks are registered. While this will not have adverse consequences in Canada, it could create a liability in the United States if the current practice is continued.

Copies of confirmation of these registrations is attached.

2. EraSoft Technologies Inc. has applied for but has not received approval for trademark/ service mark registration in the United States for the marks: EraSoft Technologies Inc., Technology Solutions for a Changing Era, and the EraSoft design. The Company has learned that the term "EraSoft" is a trademark registered to Minerva Corp. in the United States.

3. EraSoft Technologies Inc. has conducted preliminary U.S. searches on proposed trademarks: EraScan PC, EraTest PC, and EraFix PC.

4. The Company has learned that the term "EraScan" is used by a corporation located in Athens, Greece. Particulars of the nature of this company's business are unknown to EraSoft Technologies Inc.

5. EraSoft Technologies Inc. is the registered holder of the domain name, "EraSoft.com". Attached is confirming documentation.

6. EraSoft has made applications for the patents listed in Section 3.10.1 of this Disclosure Schedule.

7. EraSoft Technologies Inc. is the licensee of certain mass-market software products as more fully disclosed in Section 3.11.1(1) of this Disclosure Schedule.

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INITIALS:

MM