

05-11-2000



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4.24.00

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

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country 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

FOR OFFICE USE ONLY

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

TRADEMARK
REEL: 002069 FRAME: 0755

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,404,644"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

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.

Linda A. Heban
Name of Person Signing

Linda A. Heban
Signature

4,5100
Date Signed

ASSET PURCHASE AGREEMENT

Between

STORAGE TECHNOLOGY CORPORATION

a Delaware corporation

and

WAY ACQUISITION CORP.

a Delaware corporation

Effective as of February 22, 2000

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is effective as of the 22nd day of February, 2000, by and among STORAGE TECHNOLOGY CORPORATION, a Delaware corporation ("Seller"), and WAY ACQUISITION CORP., a Delaware corporation ("Purchaser").

RECITALS

A. Seller is engaged in, among other things, the manufacture, sale and distribution of the Licensed Products (as defined in the License Agreement described below) (the "Business").

B. Seller desires to sell to Purchaser certain assets of the Business and Purchaser desires to purchase such assets and assume certain liabilities related thereto on the terms and conditions under this Agreement.

C. Seller desires to license to Purchaser certain intellectual property related to the Licensed Products and Purchaser desires to license such intellectual property from Seller.

D. Capitalized terms used in this Agreement not otherwise defined herein are defined in Schedule A - Definitions.

AGREEMENT

The parties to this Agreement agree as follows:

SECTION 1. DESCRIPTION OF TRANSACTION

1.1. Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, Seller hereby agrees to sell, assign, transfer and convey to Purchaser, and Purchaser hereby agrees to purchase, at Closing, Seller's right, title and interest to the Purchased Assets free of any Liens. Such sale, assignment, transfer and conveyance shall be evidenced by a Bill of Sale and General Assignment in substantially the form of Schedule D (the "Bill of Sale").

(a) Seller hereby assigns all right, title and interest it may have in the names ATLAS, BYTEX and UNITY, together with all of the goodwill of the business symbolized by such names, to Buyer.

1.2. Purchase Price. As consideration for the purchase and sale of the Purchased Assets, Purchaser shall at Closing (i) pay Seller an amount equal to \$213,080 for the Purchased Assets and (ii) deliver to Seller a certificate representing 995 shares of Purchaser (the "Purchase Price"). Any amounts to be paid at Closing shall be paid by wire transfer of immediately available funds to an account designated by the receiving party.

1.3. License of Technology. At Closing, Seller shall grant to Purchaser a license on the terms and conditions of Schedule C - License Agreement. Purchaser acknowledges that none of the contracts between Seller and third parties relating to intellectual property are transferred pursuant to the License Agreement, and that Purchaser is solely

responsible for obtaining any rights that it requires to intellectual property not expressly licensed in the License Agreement.

1.4. Assumed Liabilities. Purchaser shall not assume, be responsible for or liable for any liabilities of Seller, other than any liabilities associated with the Support Service Subcontracts described in Section 4.6 below.

1.5. Closing.

(a) The Closing shall take place at the offices of Seller, One StorageTek Drive, Louisville, CO, at 10:00 a.m. on February 27, 2000, or at such other time as mutually agreed upon by the parties hereto.

(b) At Closing:

(i) Seller shall execute and deliver to Purchaser the Bill of Sale;

(ii) Seller shall deliver an Officer's Certificate in the form attached hereto as Exhibit A.

(iii) Seller shall deliver an Incumbency Certificate in the form attached hereto as Exhibit B.

(iv) Seller shall pay to Purchaser an amount equal to amounts due by Seller to Purchaser under the Support Services Subcontracts set-off against the Purchase Price as contemplated by Section 1.2, and all amounts associated with the cost of move-in of \$39,811;

(v) Seller shall execute and deliver to Purchaser the Trademark Assignment for the "Bytex" trademark in the form attached hereto as Exhibit C;

(vi) Seller and Purchaser shall execute and deliver the License Agreement;

(vii) Seller shall make available the Purchased Assets to Purchaser at their respective locations at Closing, and Purchaser shall remove the Purchased Assets from Seller's premises, within 60 days of Closing; and

(viii) Seller and Purchaser shall deliver such other documents, agreements, consents and instruments as are required to be delivered under or in connection with this Agreement.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants as follows:

2.1. Due Incorporation; Power and Authority. Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has all necessary corporate power and authority: (i) to conduct the Business in the manner in which the Business is currently being conducted; (ii) to own and use the Purchased Assets in the

manner in which the Purchased Assets are currently owned and used; and (iii) to enter into and perform its obligations hereunder.

2.2. Authority; Binding Nature of Agreement. The execution, delivery and performance by Seller of this Agreement have been duly authorized by all necessary action, if any, on the part of Seller. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to (a) laws of general application relating to bankruptcy, insolvency and the relief of debtors, and (b) rules of law governing specific performance, injunctive relief and other equitable remedies.

2.3. Non-Contravention. Neither the execution, delivery or performance of this Agreement, the Assumption Agreement or the License Agreement, nor the consummation of the transactions contemplated by this Agreement, will directly or indirectly (with or without notice or lapse of time):

(a) contravene, conflict with or result in a violation of any of the provisions of Seller's certificate of incorporation or bylaws;

(b) contravene, conflict with or result in a violation of any Legal Requirement or any order, writ, injunction, judgment or decree to which Seller is a party, or any of the Purchased Assets, is subject;

(c) contravene, conflict with or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any Governmental Authorization that is held by Seller and is required to operate the Business as conducted by Seller;

(d) result in any Lien upon the Purchased Assets pursuant to any agreement to which Seller is bound or the Purchased Assets may be affected.

except, in the case of (b) and (c), contraventions, conflicts or violations that would not reasonably be expected to have a Material Adverse Effect on Seller.

2.4. Consents. Except as set forth in the Bill of Sale or Assumption Agreement, Seller is not and will not be required to make any filing with or give any notice to, or to obtain any Consent from, any Person in connection with (a) the execution, delivery or performance of this Agreement, the Assumption Agreement or the License Agreement, or (b) the consummation of the transactions contemplated by this Agreement. Buyer shall be responsible for obtaining all Consents set forth on the Bill of Sale or Assumption Agreement.

2.5. Title to Assets. Seller owns or has a valid possessory interest in all of the Purchased Assets, free and clear of any Liens, except for any Lien for current taxes not yet delinquent.

2.6. Legal Proceedings; Orders. There is no pending Legal Proceeding, and, to Seller's knowledge, no Person has threatened to commence any Legal Proceeding against Seller that challenges, or seeks to prevent, delay, make illegal or otherwise interfering with, the transactions contemplated by this Agreement or, to the best of our knowledge, otherwise affecting the Purchased Assets.

2.7. Finders' Fees. There is no investment banker, broker, finder or other intermediary or person which has been retained by or is authorized to act on behalf of Seller who might be entitled to any fee or commission from Seller or Purchaser in connection with the transactions contemplated by this Agreement.

2.8 Trademarks. With respect to the "Bytex" trademark, Seller has filed in the United States Patent and Trademark Office a certificate of merger document to transfer this trademark from Bytex Corporation to Seller. With respect to the Bytex trademark and the common law trademarks ATLAS and UNITY, Seller is not aware of any written claims against these marks.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller as follows:

3.1. Due Incorporation. Purchaser is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has all necessary corporate power and authority: (a) to conduct its business in the manner in which its business is currently being conducted; (b) to own and use its assets in the manner in which its assets are currently owned and used; and (c) to enter into and perform its obligations hereunder.

3.2. Authority; Binding Nature of Agreement. The execution, delivery and performance by Purchaser of this Agreement has been duly authorized by all necessary action on the part of Purchaser. This Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable against it in accordance with its terms, subject to (a) laws of general application relating to bankruptcy, insolvency and the relief of debtors, and (b) rules of law governing specific performance, injunctive relief and other equitable remedies.

3.3. Non-Contravention. Neither the execution, delivery or performance of this Agreement, the Assumption Agreement and the License Agreement, nor the consummation of the transactions contemplated by this Agreement, will directly or indirectly (with or without notice or lapse of time):

(a) contravene, conflict with or result in a violation of any of the provisions of Purchaser's certificate of incorporation or bylaws;

(b) contravene, conflict with or result in a violation of any Legal Requirement or any order, writ, injunction, judgment or decree to which Purchaser, or any of the assets owned or used by Purchaser, is subject;

(c) contravene, conflict with or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify any Governmental Authorization that is held by Purchaser and is required to conduct its business;

except, in the case of (b) and (c), any contravention, conflict or violation that would not be reasonably expected to have a Material Adverse Effect on Purchaser.

3.4. Consents. Purchaser is not and will not be required to make any filing with or give any notice to, or to obtain any Consent from, any Person in connection with (a) the

execution, delivery or performance of this Agreement or any of the other agreements referred to in this Agreement, or (b) the consummation of the other transactions contemplated by this Agreement other than the consent of its shareholder, G. William Way.

3.5. Finders' Fee. There is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of Purchaser who might be entitled to any fee or commitment from Purchaser or Seller in connection with the transactions contemplated by this Agreement.

SECTION 4. COVENANTS OF THE PARTIES

4.1. Filings and Consents. As promptly as practicable after the execution of this Agreement, Purchaser shall make all filings and give all notices required to be made and given by such party in connection with the transactions contemplated by this Agreement. Purchaser shall (upon request of Seller) promptly deliver to Seller a copy of each such filing made and each such notice given.

4.2. Cooperation. Seller shall take all steps reasonably necessary to obtain all consents and approvals necessary for the transfer or assignment to Purchaser of the Purchased Assets.

4.3. Public Announcements. Neither Seller nor Purchaser shall (and neither Seller nor Purchaser shall permit any of their respective Representatives to) issue any press release or make any public statement regarding this Agreement, including the execution thereof, or the transactions contemplated by this Agreement, without the other party's prior written consent, which shall not be unreasonably withheld.

4.4. Employee Matters.

(a) Prior to Closing Purchaser shall offer employment agreements with each of the individuals set forth on **Schedule F**.

(b) Seller and Purchaser agree not to directly or indirectly solicit employees of the other for two years from the Closing Date. Seller and Purchaser, however, shall be free to solicit and employ or otherwise engage the other's former employees who are terminated for any reason or who voluntarily leave the employ of the other party (prior to any employment discussions with that party).

4.5. Other Information. Seller will provide Purchaser with the names of all of its customers that purchased Licensed Products within six months prior to the Closing Date, the serial numbers of such products, and the name and telephone number of a contact person of such person.

4.6 Support Services Subcontract. Seller shall subcontract to Purchaser certain functions set forth on **Schedule G** which are necessary to satisfy Seller's current service and support obligations with respect to the Licensed Products for at least five (5) years unless the parties mutually agree to earlier termination of specific obligations, provided, however, no obligation shall exist with regard to Licensed Products for which components are no longer available. Payments for such service shall be set forth on Schedule G. Seller will use its best efforts to pay in advance to Purchaser an estimated payment for the first 90 days of such services upon the Closing, but in any event will pay at least 50% of such payment at the Closing, and the

remaining amount within 30 days of the Closing. Seller shall use its best efforts not to subcontract the certain functions set forth on Schedule G to any third parties without Purchaser's consent. Seller shall provide to Purchaser such access to the Seller's Information Systems infrastructure as is necessary for the provision of such services for a transition period of 30 days, after which Purchaser will have established its own Information Systems.

4.7 Noncompetition. Seller shall, for a period of two (2) years from the Closing Date, refrain from using or licensing the right to manufacture and/or distribute the Atlas Product (as defined in the License Agreement) to any entity (other than existing licensees of Seller and their affiliates) whose primary business is providing products equivalent to the Atlas Product. Notwithstanding the foregoing, nothing in this section shall be deemed to restrict in any manner Seller's right to use and/or license the Licensed Patent (as defined in the License Agreement) after the Closing Date.

4.8 "End of Life" Notice. As soon after the Closing Date as practical, Seller shall provide a written "end of life" notice to all current customers of the Licensed Products. This notice shall specify that all current contracts or relationships between Seller and any customers of the Licensed Products shall terminate upon the earlier of (i) the end of the term of the current contract or relationship or (ii) one year from the "end of life" notice. Additionally, such notice shall indicate that all future correspondence and communication with customers shall be with Purchaser.

4.9 Service Obligations. Purchaser shall use its reasonable efforts to assume (including obtaining all necessary consents) Seller's service obligations on such terms as they existed at Closing on such terms as described in Schedule G.

4.10 Vendor Qualification. As soon after Closing Date as practical, Purchaser shall use its reasonable efforts to qualify as a "vendor" (as required and defined by certain governmental contracts maintained by Seller).

4.11 Corporate Name. Concurrently with the Closing, Seller shall file all necessary documents with the Secretary of State of Delaware to assign the corporate name "Bytex" to Purchaser, if necessary to assign such corporate name to Purchaser.

4.12 Lease. As soon after Closing as practical, Purchaser shall enter into a lease in substantially similar form to the lease contemplated between Seller and Garo Development Group, attached hereto as Exhibit D (the "Lease"). Purchaser shall take all reasonable necessary steps in its control to ensure that Seller is released from all obligations and requirements under the Lease, if any.

SECTION 5. CLOSING CONDITIONS.

Each and every obligation of Seller and Purchaser to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of each of the following conditions:

5.1. Representations and Warranties True on the Closing Date. Each of the representations and warranties made by Seller and Purchaser, as applicable, in this

Agreement shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made or given on and as of the Closing Date.

5.2. Compliance With Agreement. Each of Seller and Purchaser shall have in all material respects performed and complied with all of its respective agreements and obligations under this Agreement which are to be performed or complied with by Seller or Purchaser, as applicable, prior to or on the Closing Date, except where such nonperformance would not result in a Material Adverse Effect.

SECTION 6. LIMITATION OF LIABILITY

THERE WILL BE NO LIABILITY OR OBLIGATION OF EITHER PARTY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL (INCLUDING LOST PROFITS, LOSS OF BUSINESS OR THE LIKE) OR PUNITIVE DAMAGES, EXCEPT ANY OBLIGATION OR LIABILITY OF EITHER PARTY RELATING TO SECTION 4.6 HEREOF.

SECTION 7. DISCLAIMER OF WARRANTIES

The Purchased Assets are sold on an "AS IS, WHERE IS" basis. SELLER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE PURCHASED ASSETS. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 8. MISCELLANEOUS PROVISIONS

8.1. Further Assurances. Each party hereto shall execute and cause to be delivered to each other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request (prior to, at or after the Closing) for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

8.2. Fees and Expenses. Each party to this Agreement shall bear and pay all fees, costs and expenses (including legal fees and accounting fees) that have been incurred or that are incurred by such party in connection with the transactions contemplated by this Agreement, including all fees, costs and expenses incurred by such party in connection with or by virtue of (a) the investigation and review conducted by Purchaser and its Representatives with respect to the Business (and the furnishing of information to Purchaser and its Representatives in connection with such investigation and review), (b) the negotiation, preparation and review of this Agreement and all agreements, certificates, opinions and other instruments and documents delivered or to be delivered in connection with the transactions contemplated by this Agreement, (c) the preparation and submission of any filing or notice required to be made or given in connection with any of the transactions contemplated by this Agreement, and the obtaining of any Consent required to be obtained in connection with any of such transactions, and (d) the consummation of the transactions contemplated hereby.

8.3. Survival of Representation and Warranties. The representations and warranties made by the Seller and Purchaser in this Agreement shall survive the Closing for a period of one (1) year.

8.4. Termination. This Agreement may be terminated at any time prior to Closing:

- (a) by mutual consent of Seller and Purchaser;

(b) by either party by written notice if the Closing does not occur by February 27, 2000; or

(c) by either party if (i) there has been a breach on the part of the other party of the representations, warranties or covenants contained herein such that a Material Adverse Effect results (unless such breach may be cured within ten business days).

8.5. Notices. Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service or by facsimile) to the address or facsimile telephone number set forth beneath the name of such party below (or to such other address or facsimile telephone number as such party shall have specified in a written notice given to the other parties hereto):

if to Seller:

Storage Technology Corporation
7600 Boone Ave., North
Minneapolis, MN 55428
**Attn: Vice President and General Manager,
Storage Area Networks Business Group**
Fax no.: (612) 424-1776

and to:

Storage Technology Corporation
One Storage Tek Drive
Louisville, CO 80028
Attn: General Counsel
Fax no.: (303) 673-4151

if to Purchaser:

Way Acquisition Corp.
15490 Morraine Way
Eden Prairie, MN 55347
Attn: G. William Way
Fax no: (612) 424-1733

8.6. Headings. The headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

8.7. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

8.8. Governing Law; Venue and Jurisdiction. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of

Delaware (without giving effect to principles of conflicts of laws). Any dispute arising out of this Agreement shall be brought in, and the parties consent to personal and exclusive jurisdiction of and venue in, the state and federal courts within the state of Colorado.

8.9. Equitable Relief. Each Party acknowledge that damages alone would be insufficient to compensate Purchaser or Seller, as the case may be for material breaches of this Agreement and each consents to entry of an order of equitable relief to prevent a material breach or continuing material breach of the terms and conditions of this Agreement by the breaching party. The rights and remedies provided in this Agreement are in addition to any other rights and remedies provided at law or in equity.

8.10. Successors and Assigns. Except as provided in the License Agreement, neither Purchaser nor Seller may assign any rights under this Agreement, whether by contract, merger, operation of law or otherwise without the prior written consent of the other party, which shall not be unreasonably withheld, and any attempt to assign any rights, duties or obligations hereunder without the other party's written consent will be a material breach of this Agreement and will be null and void.

8.11. Waiver.

(a) No failure on the part of any Person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

(b) No Person shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Person; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

8.12. Amendments. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of all of the parties hereto.

8.13. Severability. In the event that any provision of this Agreement, or the application of any such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

8.14. Parties in Interest. None of the provisions of this Agreement is intended to provide any rights or remedies to any Person other than the parties hereto and their respective successors and assigns (if any).

8.15. Entire Agreement. This Agreement and all Schedules attached hereto (which Schedules are incorporated by reference herein in their entirety) set forth the entire understanding of the parties hereto relating to the subject matter hereof and thereof and supersede

all prior agreements and understandings among or between any of the parties relating to the subject matter hereof and thereof.

8.16. Construction.

(a) For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

(b) The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

(c) As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

(d) Except as otherwise indicated, all references in this Agreement to "Sections" and "Schedules" are intended to refer to Sections of this Agreement and Schedules to this Agreement.

8.17. Sales Taxes. Purchaser shall bear and pay any sales, use and transfer taxes or similar fees or taxes that may become payable in connection with the sale of the Purchased Assets to Purchaser.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The parties hereto have caused this Agreement to be executed and delivered as of the date first referenced above.

Storage Technology Corporation,
a Delaware corporation

By: Robert S. Kocol

Name: Robert S. Kocol

Title: Corporate Vice President, Chief Financial
Officer

Way Acquisition Corp.
a Delaware corporation

By: G William Way

Name: G. William Way

Title: President

EXHIBITS

- A. OFFICER'S CERTIFICATE
- B. INCUMBENCY CERTIFICATE
- C. TRADEMARK ASSIGNMENT
- D. LEASE

STORAGE TECHNOLOGY CORPORATION

OFFICER'S CERTIFICATE

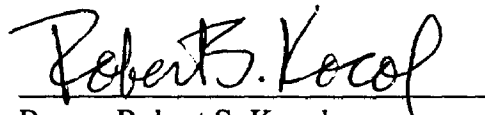
The undersigned, Robert S. Kocol, does hereby certify that he is the Corporate Vice President and Chief Financial Officer of Storage Technology Corporation, a Delaware corporation (the "Company"), and that (capitalized terms used herein and not otherwise defined are used herein as defined in the Asset Purchase Agreement, dated as of February 22, 2000, by and between Storage Technology Corporation and Way Acquisition Corp.):

1. Attached hereto as Annex 1 is a true, correct and complete copy of the Certificate of Incorporation of the Company certified by the Secretary of State of Delaware as of the date given on such certification. Since the date thereof, the Company's Certificate of Incorporation has not been amended or restated, and no document with respect to an amendment to the Company's Certificate of Incorporation has been filed in the office of the Secretary of State of Delaware.

2. Attached hereto as Annex 2 is a true, complete and correct copy of the Bylaws of the Company, as the same have been in full force and effect at all times from the date thereof to the date hereof.

3. All appropriate and necessary corporate action and authorization with respect to the transactions contemplated in the Asset Purchase Agreement has been taken, and Robert S. Kocol, the Corporate Vice President, Chief Financial Officer of the Company, has all necessary authority and power to execute the Asset Purchase Agreement on behalf of the Company

IN WITNESS WHEREOF, I have hereunto signed my name this 24 day of February, 2000.



By: Robert S. Kocol
Title: Corporate Vice President
Chief Financial Officer

Annex 1

Articles of Incorporation

Annex 2

By-Laws

STORAGE TECHNOLOGY CORPORATION

INCUMBENCY CERTIFICATE

The undersigned, William C. Watts of Storage Technology Corporation, a Delaware corporation (the "Company"), hereby certifies as follows:

The following serves as an officer of the Company, with such capacities as indicated; such officer is a duly elected, qualified and acting officer of the Company; and the signature set forth opposite his name is his genuine signature.

<u>Name</u>	<u>Office</u>	<u>Signature</u>
Robert S. Kocol	Corporate Vice President, Chief Financial Officer	<u>Robert S. Kocol</u>

IN WITNESS WHEREOF, I have signed this Certificate of Incumbency as of the 27 day of February, 2000.

William C. Watts
By: William C. Watts
Name:
Title: Manager, Strategic Alliances

TRADEMARK ASSIGNMENT

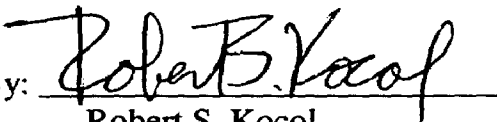
WHEREAS, Storage Technology Corporation, a corporation organized and existing under the laws of the State of Delaware, having its principal office at One StorageTek Drive, Louisville, Colorado ("Assignor") has adopted, acquired, used, and is using in its business a certain trademark (the "Mark"), which is registered in the United States Patent and Trademark office under the following registration:

MARK	REGISTRATION #	DATE OF REGISTRATION
BYTEX	1,404,644	August 12, 1986

WHEREAS, WAY ACQUISITION CORPORATION, a corporation organized and existing under the laws of the State of Delaware, having its principal office at 15490 Morraine Way, Prairie, Minnesota ("Assignee") is desirous of acquiring all right, title, and interest in and to the Mark and the registration thereof;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee, all of its right, title, and interest in and to the Mark, together with all of the goodwill of the business symbolized by the Mark, and the previously identified registration thereof, and together with the right to sue and collect damages and/or profits for past infringement of the Mark, the intent being to substitute Assignee in place of Assignor.

IN WITNESS WHEREOF, Storage Technology Corporation has caused this instrument to be signed by a duly authorized corporate officer on this 24 day of February, 2000.

By: 
Robert S. Kocol
Corporate Vice President
Chief Financial Officer