

Estano

Form PTO-1594

REC

05-24-2000

U.S. Department of Commerce
Patent and Trademark Office



101366692

To: The Commissioner of Patents a

original document(s) or copy(ies) thereof.

1. Name of conveying party(ies):
PROADVANTAGE, INC.
 Individual(s) Association
 General Partnership Limited
 Corporation-State: Wisconsin Partnership
 Other:

Name: MANPOWER, INC.
Internal Address:
Street Address: 5301 North Ironwood Road
City: Milwaukee State: WI Zip: 53217
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State: Wisconsin
 Other

900 INT-2 M 11:05
P/P/FINANCE

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

(Designations must be a separate document from Assignment)

Execution Date: February 11, 2000

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

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

75/520,143 - TRAININGSOLUTIONS
75/520,144 - PROADVANTAGE INC.

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: William K. Baxter
Godfrey & Kahn, S.C.
Internal Address:
Street Address: 780 North Water Street
City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved:.....[2]

7. Total fee (37 CFR 3.41):\$80.00
 Enclosed
 Authorized to be charged to deposit account for any deficiencies
8. Deposit account number: 07-1509

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

05/23/2000 JSHABAZZ 00000114 75520143

01 FC:481
02 FC:482

40.00 DP
25.00 DP

DO NOT USE THIS SPACE

Repln. Ref: 05/23/2000 JSHABAZZ 0008390400
DAB:071509 Name/Number:75520143
FC: 704 \$15.00 CR

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.

William K. Baxter
Name of Person Signing

William K. Baxter
Signature

5/1/00
Date

Total number of pages including cover sheet, document, and attachments: [19]

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, made and entered into as of this 11th day of February, 2000, by and among **MANPOWER INC.**, a Wisconsin corporation (the "Buyer"), **PROADVANTAGE, INC.**, a Wisconsin corporation (the "Seller"), and **PAMELA HAMMONDS** and **JAMES HAMMONDS** the owners of all of the issued and outstanding shares of stock of the Seller. Pamela Hammonds and James Hammonds shall sometimes be collectively referred to herein as the "Shareholders" and individually as a "Shareholder."

WITNESSETH:

WHEREAS, the Seller is engaged in the business of programming and updating certain computer software training programs (the "Subject Business") which the Buyer uses in the conduct of its business;

WHEREAS, the Seller and the Shareholders desire to sell the Subject Business and substantially all of the assets employed by the Seller in connection with the Subject Business and to employee to the Buyer and the Buyer desires to purchase the Subject Business and such assets from the Seller and to employ substantially all of the Seller's current workforce, on the terms and conditions set forth herein; and

WHEREAS, this Agreement will be signed on the date indicated above and the transaction will close on March 1, 2000 and all exhibits referred to herein may not be completed prior to the date this Agreement is signed or such exhibit may require amendment prior to Closing.

NOW, THEREFORE, the Buyer, the Seller and the Shareholders, in consideration of the mutual promises hereinafter set forth, do hereby promise and agree as follows:

ARTICLE I

Assets To Be Purchased

1.1. Subject Assets. Subject to the terms and conditions set forth in this Agreement, the Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller at the Closing (as hereinafter defined), free and clear of all liens, claims, encumbrances and restrictions, all of the assets, except for the Excluded Assets (as hereinafter defined), owned or used by the Seller in connection with the operation of the Subject Business (the "Subject Assets") including, without limitation, those assets listed on Exhibit 1.1 and all of the Seller's right, title and interest in, to and under those contracts, licenses, arrangements, license agreements, and other agreements of the Subject Business set forth in Exhibit 1.1(a) including, without limitation, any right to assert claims and take other rightful actions in respect of breaches, defaults and other violations of such contracts and otherwise (collectively, the "Assumed Contracts"); all of the

assets being purchased by the Buyer as described in this Paragraph 1.1 are hereinafter referred to as the "Subject Assets."

1.2. Excluded Assets. Notwithstanding the provisions of Paragraph 1.1 hereof, the Subject Assets shall not include the following assets (collectively, the "Excluded Assets"):

- (i) the Seller's corporate minute book, stock records and tax returns (the "Retained Records"),
- (ii) local, state, federal and foreign income and franchise tax credits, refund claims and deferred tax benefits,
- (iii) cash, cash equivalents and marketable securities of the Seller,
- (iv) accounts and notes receivable of the Seller and/or the Subject Business;
- (v) any prepaid expenses of which benefit cannot be transferred to the Buyer,
- (vi) the assets set forth on Exhibit 1.2 attached hereto, and
- (vii) assets and contracts that the Buyer determines not to purchase or assume, as agreed to with Seller, as a result of the examination and due diligence review referred to in Paragraph 6.1, notwithstanding whether such assets or contracts are listed on Exhibits 1.1 or 1.1(a).

ARTICLE II

Closing; Purchase Price

2.1. Closing. The closing of the purchase and sale contemplated herein (the "Closing") shall be held at the offices of Godfrey & Kahn, S.C. at 11:30 a.m. on February 29, 2000, or at such other time and/or place as the Seller, the Shareholders and the Buyer shall mutually agree; provided, however, that the Closing shall occur no later than March 10, 2000. The date on which the Closing shall occur is hereinafter referred to as the "Closing Date." At the Closing, each of the parties shall execute and/or deliver the documents required of them under Paragraph 4, below.

2.2. Purchase Price. The purchase price for the Subject Assets (the "Purchase Price") shall be an amount equal to the sum of (i) Seven Hundred Sixty-two Thousand Four Hundred Fifty Dollars (\$762,450), plus the agreed upon book value of specified equipment listed on Exhibit 1.1 plus (ii) the value of the Assumed Obligations (as hereinafter defined) as of the Closing Date. The Purchase Price shall be paid by the Buyer as provided in Paragraph 2.3, below.

2.3. Payment of Purchase Price. The Buyer shall, on the Closing Date (i) deliver a check or wire transfer to a bank account or accounts designated in writing by the Seller in immediately available funds an amount equal to the Purchase Price less the value of the Assumed Obligations and (ii) shall assume the Assumed Obligations.

2.4. Allocation of Purchase Price. The Purchase Price shall be allocated among the Subject Assets and the noncompetition provisions set forth in Article X hereof based upon a reasonable determination of their respective fair market values determined by the Buyer and according to mutual agreement of the parties as set forth on Exhibit 2.4 attached hereto. The Buyer, the Seller and the Shareholders shall make all required submissions to governmental agencies on a basis consistent with such allocation.

ARTICLE III

Assumption of Liabilities

3.1. Assumed Obligations. As partial consideration for the Subject Assets, the Buyer shall assume and perform the liabilities and obligations of the Seller which accrue after the Closing Date under the Assumed Contracts (the "Assumed Obligations").

3.2. Other Liabilities. Except for the Assumed Obligations, the Buyer shall not be obligated under, nor shall the Buyer be, or become liable for any obligation, contract, debt or liability of the Seller, the Shareholders or the Subject Business. The Seller and the Shareholders jointly and severally covenant and agree to pay and discharge all liabilities and obligations of the Seller, the Shareholders and/or the Subject Business which are not specifically assumed by the Buyer hereunder.

ARTICLE IV

Conditions Precedent to Closing

4.1. Conditions Precedent to the Buyer's Obligation. The obligation of the Buyer to consummate the transactions contemplated herein is subject to the satisfaction as of the Closing Date of the following conditions:

(a) The representations and warranties of the Seller and the Shareholders made in this Agreement shall be true and correct in all respects as of the date hereof and on and as of the Closing, as though made on and as of the Closing Date; the Seller and the Shareholders shall have performed in all respects the covenants of the Seller and the Shareholders contained in this Agreement required to be performed on or prior to the Closing; and the Seller and the Shareholders shall have delivered to the Buyer a certificate dated as of the Closing Date and signed by the Shareholders and an authorized officer of the Seller confirming the foregoing.

(b) Consents ("Consents"), in a form reasonably satisfactory to the Buyer, from the parties to those Assumed Contracts which by their terms prohibit assignment by the Seller or which specifically require consent for such assignment, consenting to the assignment to the Buyer of such Assumed Contracts under the same terms and conditions as are applicable to the Seller, shall have been received by the Buyer prior to the Closing Date.

(c) No suit, action, investigation, inquiry or other legal or administrative proceeding by any governmental authority or other person shall have been instituted or threatened which seeks to enjoin, restrain or prohibit, or which questions the validity or legality of, the transactions contemplated hereby or which otherwise seeks to affect or could affect the transactions contemplated hereby or impose damages or penalties upon any party hereto if such transactions are consummated.

(d) The Seller shall have assigned to the Buyer all non-compete agreements relating to the Subject Business, which such agreements shall remain in full force and effect after the Closing on the same terms and conditions applicable to the Seller.

(e) The Buyer and its representatives shall, in their discretion, be satisfied as to the results of the examination and due diligence review referred to in Paragraph 6.1 hereof.

(f) The Seller and the Shareholders shall have delivered to the Buyer, in addition to the other items required by Paragraph 4.1, the following:

(i) A Certificate from the Secretary of the Seller, in a form reasonably satisfactory to the Buyer, setting forth the resolutions of the Board of Directors and the shareholders of the Seller authorizing the execution of this Agreement and all agreements, documents and instruments to be executed in connection herewith and the taking of any and all actions deemed necessary or advisable to consummate the transactions contemplated herein.

(ii) A Bill of Sale, Assignment and Assumption Agreement, in a form reasonably satisfactory to the Buyer and the Seller (the "Assignment and Assumption Agreement"), duly executed by the Seller, assigning to the Buyer all of the Seller's right, title and interest in and to the Assumed Contracts.

(iii) Physical possession of all the Subject Assets.

In the event that any of the foregoing conditions to Closing shall not have been satisfied, the Buyer may elect to: (i) terminate this Agreement without liability to the Buyer, or (ii) consummate the transactions contemplated herein despite such failure.

4.2. Conditions Precedent to the Seller's and the Shareholder's Obligation. The obligation of the Seller and the Shareholders to consummate the transactions contemplated herein is subject to the satisfaction as of the Closing of the following conditions:

(a) The representations and warranties of the Buyer made in this Agreement shall be true and correct in all respects as of the date hereof and on and as of the Closing, as though made on and as of the Closing Date; the Buyer shall have performed in all respects the covenants of the Buyer contained in this Agreement required to be performed on or prior to the Closing; and the Buyer shall have delivered to the Seller and the Shareholders a certificate dated the Closing Date and signed by an authorized officer of the Buyer confirming the foregoing.

(b) No suit, action, investigation, inquiry or other legal or administrative proceeding by any governmental authority or any other person shall have been instituted or threatened which seeks to enjoin, restrain or prohibit, or which questions the validity or legality of, the transactions contemplated hereby or which otherwise seeks to affect or

could affect the transactions contemplated hereby or impose damages or penalties upon any party hereto if such transactions are consummated.

- (c) The Buyer shall have delivered to the Seller the following:
 - (i) The Purchase Price pursuant to Paragraph 2.3, above.
 - (ii) The Bill of Sale, Assignment and Assumption Agreement, duly executed by the Buyer.

In the event that any of the foregoing conditions to Closing shall not have been satisfied, the Seller and the Shareholders may elect to: (i) terminate this Agreement without liability to the Seller or the Shareholders, or (ii) consummate the transactions contemplated herein despite such failure.

ARTICLE V

Warranties and Representations of the Seller and the Shareholder

5.1. Warranties and Representations. Except as set forth in the schedule of exceptions attached hereto (the "Schedule of Exceptions"), and notwithstanding any investigation by or information furnished to the Buyer in connection herewith, the Seller and the Shareholders hereby jointly and severally warrant and represent to the Buyer, which warranties and representations shall survive the Closing as follows:

5.1.1. Corporate Matters. The Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Wisconsin. The Seller and Shareholders have the power and authority to enter into this Agreement and the agreements, documents and instruments to be executed and delivered pursuant to this Agreement (the "Ancillary Agreements") and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and the Ancillary Agreements to which the Seller is a party have been approved by the Board of Directors and the shareholders of the Seller and such agreements are and shall constitute valid and legally binding obligations of the Seller and the Shareholders, enforceable against each of them in accordance with their respective terms. The execution and delivery of this Agreement and the Ancillary Agreements by the Seller and the Shareholders do not, and the consummation of the transactions contemplated hereby and thereby and compliance with the terms hereof and thereof by the Seller and the Shareholders will not (a) conflict with, or result in any breach or violation of any statute, law, ordinance, rule or regulation (collectively, "Laws") or any judgment, order or decree applicable to the Seller, the Shareholders, the Subject Business or the Subject Assets. No consent, approval, order or authorization of, or registration, declaration or filing with, any court, governmental authority or instrumentality or other third party is required to be obtained or made in connection with the execution and delivery of this Agreement or the Ancillary Agreements by the Seller or the Shareholders or the consummation by the Seller and the Shareholders of the transactions contemplated hereby and thereby.

5.1.2. Title To and Condition of the Subject Assets. The Seller has and will transfer to Buyer good and marketable title to all of the Subject Assets, tangible and intangible, free and clear of all liens, claims, encumbrances and security interests whatsoever. The Subject Assets consist of all of the assets employed in the Subject Business except the Excluded Assets. All of the tangible personal property included in the Subject Assets is in good operating condition and repair as of the Closing Date.

5.1.3. Litigation. There is no litigation, arbitration, proceeding or investigation or other legal or administrative proceeding pending or, to the Seller's or the Shareholders' knowledge, threatened against the Seller or the Shareholders with respect to the Subject Assets and/or the Subject Business. Neither the Seller nor either of the Shareholders is subject to any order, writ, judgment, injunction or decree of any governmental authority or instrumentality or any court which would limit or restrict such party's right to enter into and carry out this Agreement or the Ancillary Agreements or to consummate the transactions contemplated hereby or thereby or which would otherwise adversely affect the Subject Business or the Subject Assets.

5.1.4. Intellectual Property.

(a) The Intellectual Property consists of (i) all patents, trademarks, trade names, copyrights, technology and processes owned by the Seller and used in connection with the Subject Business and (ii) all patents, trademarks, trade names, copyrights, technology and processes used by the Seller in connection with the Subject Business which are material to the Subject Business and are used pursuant to a license or other right granted by a third party except those items listed as Excluded Assets on **Exhibit 1.2**. Seller owns, or has the right to use pursuant to valid and effective agreements set forth in **Exhibit 5.1.4**, all Intellectual Property and all such rights shall be assigned and transferred to the Buyer in connection with the consummation of the transactions contemplated hereby.

(b) **Exhibit 5.1.4** attached hereto also sets forth all licenses, franchises and permits granted by the Seller and all other agreements to which the Seller is a party, which create rights in the Seller or in any third party regarding any of the Intellectual Property specifically or other intellectual property generally, including without limitation, trademarks, patents, copyrights, trade secrets and know-how (hereinafter collectively referred to as the "Licenses").

(c) (i) The Seller is the sole and exclusive owner, free and clear of all liens, claims and encumbrances, of all right, title and interest in the Intellectual Property and the Seller has the absolute right to use and assign those rights without seeking the approval or consent of any third party and without payments to any third party, (ii) all registrations and applications for the Intellectual Property are in full force and effect, (iii) there are no other items of intellectual property that are material to the Subject Business, (iv) there are no existing or, to the Seller's or the Shareholders' knowledge, threatened claims or proceedings by any person relating to the use by the Seller of the Intellectual Property or challenging its ownership of the same, (v) none of the Intellectual Property is subject to

any outstanding order, decree, judgment, stipulation, written restriction, undertaking or agreement limiting the scope or use of the Intellectual Property or declaring any of it abandoned, (vi) to the Seller's and the Shareholders' knowledge, there are no infringing or diluting uses of the Intellectual Property, and no investigations are pending concerning the possibility of such infringing or diluting use, and (vii) except for the Licenses, neither the Seller nor any of the Shareholders has granted any license, franchise, permit or other right to any third party to use any of the Intellectual Property.

(d) Each item of Intellectual Property owned or used by the Seller immediately prior to the Closing hereunder will be owned or available for use by the Buyer on identical terms and conditions immediately after the Closing.

(e) To the Seller's and the Shareholder's knowledge, the Seller has not interfered with, infringed upon, misappropriated, or otherwise come into conflict with any intellectual property rights of third parties, and the Seller has not received any charge, complaint, claim, or notice alleging any such interference, infringement, misappropriation or violation.

(f) The Subject Assets will include all Intellectual Property, including, without limitation:

(i) All computer software, including documentation and source code to which the Seller, Shareholders, or any employee of the Seller has any right of ownership, use or otherwise (see Exhibit 5.1.4);

(ii) All inventions, improvement, modifications, developments, technology, know-how, processes, trade secrets, including all patent, trademark, copyright and other rights relating thereto to which the Seller, Shareholders, or any employee of the Seller has any right of ownership, use or otherwise (see Exhibit 5.1.4);

(iii) All patents, patent applications, trademarks, trademark applications, including but not limited to U.S. trademark application serial no. 75/520145 for TRAINING SOLUTIONS, copyrights, copyright applications, and all goodwill associated with the business and/or trademarks to which the Seller, Shareholders, or any employee of the Seller has any right of ownership, use or otherwise (see Exhibit 5.1.4).

5.1.5. Taxes.

The Buyer shall have no liability for Taxes of Seller relating to any period or transaction occurring prior to the Closing Date, including, without limitation, Taxes arising as a result of the transactions contemplated hereby. For purposes hereof, "Tax" or "Taxes" means all federal, state, county, local, foreign and other taxes or assessments including, without limitation, income, estimated income, business, occupation, franchise, property (real and personal), sales, employment, gross receipts, use, transfer, ad valorem,

profits, license, capital, payroll, employee withholding, unemployment, excise, goods and services, severance, and stamp and including interest, penalties and additions in connection therewith for which the Seller or the Shareholders are or may be liable.

5.1.6. Employees. **Exhibit 5.1.6** attached hereto is:

(a) A list of all employee handbooks, manuals or contracts, whether written or oral, relating to the employees of the Seller, true and correct copies of which have been (or will prior to Closing) delivered to the Buyer or, in the case of oral contracts, summarized in a writing; and

(b) A list of all employees of the Seller, together with their job titles and descriptions, rates of salary or wages, vacation benefits, and each bonus, deferred compensation, stock option, incentive compensation, severance or termination pay agreement or employment benefit applicable to each such employee.

5.1.7. Unemployment Insurance. The Seller only has unemployment compensation liability in Wisconsin and has properly and timely paid all unemployment insurance. To the extent requested by Buyer, Seller shall assist in transferring any balance in its unemployment insurance account to Buyer.

5.1.8. Benefit Plans.

(a) Except as set forth on **Exhibit 5.1.8**, neither the Seller nor any person (as defined in Section 3(9) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) that is or has been a member of any group of the persons described in Section 414(b), (c), (m) or (o) of the Code, including the Seller (an “ERISA Affiliate”), maintains or contributes to, nor has any of them maintained or contributed to, any “Employee Pension Benefit Plans” as defined in Section 3(2) of ERISA, “Welfare Benefit Plans” as defined in Section 3(1) of ERISA, or stock bonus, stock option, restricted stock, stock appreciation right, stock purchase, bonus, incentive, deferred compensation, severance, or vacation plans, or any other employee benefit plan, program, policy or arrangement maintained or contributed to by the Seller or any of its ERISA Affiliates or to which the Seller or any of its ERISA Affiliates, contributes or is obligated to make payments thereunder or otherwise may have any liability (collectively, the “Employee Benefit Plans”).

(b) Except as set forth on **Exhibit 5.1.8**, neither the Seller nor any of its ERISA Affiliates has any liability (including any contingent liability under Section 4204 of ERISA) with respect to any multiemployer plan defined as such in Section 3(37) of ERISA to which contributions are or have been made by the Seller or any of its ERISA Affiliates or as to which the Seller or any of its ERISA Affiliates may have liability and that is covered by Title IV of ERISA (“Multiemployer Plan”) covering employees (or former employees) employed in the United States. Neither the Seller nor any ERISA Affiliate has incurred any liability or taken any action that could reasonably be expected to cause it to incur any liability (i) on account of a partial or complete withdrawal (within

the meaning of Section 4205 and 4203 of ERISA, respectively) with respect to any Multiemployer Plan or (ii) on account of unpaid contributions to any such Multiemployer Plan.

(c) For each welfare benefit plan listed on Exhibit 5.1.8 which is a “group health plan” within the meaning of Section 5000(b)(1) of the Code, the Seller has complied with the notice and continuation requirements of Section 4980B of the Code, the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), Part 6 of Subtitle B of Title I of ERISA and the regulations thereunder.

(d) All contributions to, and payments from, the Employee Benefit Plans which are required to have been made by the Seller, or any of its ERISA Affiliates with respect to any period ending on or before the Closing Date, in accordance with the Employee Benefit Plans, have been timely made.

(e) Except as disclosed on Exhibit 5.1.8 hereof, neither the Seller nor any of its ERISA Affiliates maintains or contributes to, nor has any of them ever maintained or contributed to, any pension plan subject to Title IV of ERISA or Sections 412 of the Code or 302 of ERISA.

(f) Each Plan has been operated in all material respects in accordance with the requirements of all applicable Laws and all persons who participate in the operation of such Plans and all Plan “fiduciaries” (within the meaning of Section 3(21) of ERISA) have acted in accordance with the provisions of all applicable Laws. The Seller has performed all obligations required to be performed by it under, is not in any respect in default under or in violation of, and the Seller does not have any knowledge of any default or violation by any party to, any Plan. No legal action, suit or claim is pending or, to the knowledge of the Seller, threatened with respect to any Plan (other than claims for benefits in the ordinary course) and, to the knowledge of the Seller and the Shareholders, no fact or event exists that could give rise to any such action, suit or claim. The Seller has not incurred any liability to the Pension Benefit Guaranty Corporation (other than premiums payable to the Pension Benefit Guaranty Corporation in the ordinary course) or any material “withdrawal liability” within the meaning of Section 4201 of ERISA.

(g) Each Plan which is intended to be qualified under Section 401(a) of the Code or Section 401(k) of the Code has received a favorable determination letter from the Internal Revenue Service that it is so qualified, and each trust established in connection with any Plan that is intended to be exempt from federal income taxation under Section 501(a) of the Code is so exempt, and no fact or event has occurred since the date of such determination letter from the Internal Revenue Service to adversely affect the qualified status of any such Plan or the exempt status of any such trust. No trust maintained or contributed to by the Seller is intended to be qualified as a voluntary employees’ beneficiary association or is intended to be exempt from federal income taxation under Section 501(c)(9) of the Code.

(h) There has been no non-exempt prohibited transaction (within the meaning of Section 406 of ERISA or Section 4975 of the Code) with respect to any Plan. The Seller has not incurred any liability for any excise tax arising under Section 4972 or 4980B of the Code and no fact or event exists that could give rise to any such liability.

5.1.9. Compliance With Laws. The operation of the Subject Business is and has been in compliance with all Laws. There are no licenses, permits or registrations which the Seller must transfer to the Buyer so that the Buyer may carry on the Subject Business.

5.1.10. Brokers; Agents. Neither the Seller nor either of the Shareholders has dealt with any agent, finder, broker or other representative in any manner which could result in the Buyer being liable for any fee or commission in the nature of a finder's fee or originator's fee in connection with the subject matter of this Agreement.

5.1.11. Warranties True and Correct. No warranty or representation by the Seller or the Shareholders contained in this Agreement, the Exhibits attached hereto or in any writing to be furnished pursuant hereto contains or will contain any untrue statement of fact or omits or will omit to state any material fact required to make the warranties or representations therein contained not misleading.

5.2. Warranties Survive Closing. Notwithstanding any investigation by or information supplied to the Buyer, the warranties and representations of the Seller and the Shareholders contained herein, shall be true and correct on the date hereof and on the Closing Date and shall survive the Closing for a period of two (2) years; provided, however, that the warranties and representations contained in Paragraph 5.1.4 and 5.1.5 hereof shall survive the Closing for a period equal to the applicable statute of limitations period.

ARTICLE VI

Covenants of the Seller and the Shareholders

The Seller and the Shareholders covenant and agree as follows:

6.1. Access. Prior to the Closing, the Seller and the Shareholders will: (i) give the Buyer and its representatives, employees, counsel and accountants reasonable access to the properties, books and records of the Seller and the Shareholders relating to the Subject Business and the Subject Assets, and (ii) cause the Seller's officers and advisors (including, without limitation, its accountants, attorneys and financial advisors) to furnish the Buyer and its designated representatives with financial and operating data and other information with respect to the Subject Business and the Subject Assets as reasonably requested by the Buyer.

6.2. Conduct of Business in the Ordinary Course. Until the Closing, the Seller shall use its best efforts to carry on its business diligently and substantially in the manner as heretofore conducted. The Seller will not enter into any contract or commitment to engage in any transaction not in the ordinary course of its business or not consistent with its past business practice. The Seller shall use its best efforts to preserve for the Buyer the Seller's business

organization, including present key employees, and the Seller's relationship with suppliers, customers and advertisers and others having business relations with the Seller.

6.3. Retention of Employees. The Seller and the Shareholders shall use their best efforts to assist the Buyer in retaining those employees of the Subject Business listed on Exhibit 9.4(a) attached hereto. Furthermore, the Shareholders agree that, for a three (3) year period after the Closing Date, the Shareholders will not, directly or indirectly, employ or attempt to employ any employee of the Subject Business, or induce or attempt to induce any person who is an employee of the Subject Business, to leave the employ of the Buyer and/or attempt employment elsewhere.

ARTICLE VII

Warranties and Representations of the Buyer

7.1. Warranties and Representations. Notwithstanding any investigation by or information to the Seller and Shareholders in connection herewith. Buyer hereby warrants and represents to the Seller and the Shareholders, which warranties and representations shall survive the Closing, as follows:

7.1.1. Authority. The Buyer is a Wisconsin corporation duly organized and validly existing under the laws of the State of Wisconsin. The Buyer has the power and authority to enter into this Agreement and the Ancillary Agreements to be signed by it and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Ancillary Agreements to which the Buyer is a party and the consummation of the transactions contemplated hereby and thereby by the Buyer, shall constitute valid and legally binding obligations of the Buyer, enforceable against the Buyer in accordance with their respective terms.

7.1.2. No Conflict. The execution and delivery of this Agreement and the Ancillary Agreements to which it is a party by the Buyer do not, and the consummation of the transactions contemplated hereby and thereby and compliance with the terms hereof and thereof by the Buyer will not: (a) conflict with, or result in any breach or violation of: (i) any provision of the Articles of Incorporation or By-Laws of the Buyer, or (ii) any judgment, order, decree, or Law, applicable to the Buyer, or (b) violate or conflict with, or result in a breach under, any agreement, instrument or document to which the Buyer is a party or is subject. No action, consent, approval, order or authorization of, or registration, declaration or filing with, any federal, state, municipal or other court or governmental or administrative body or agency, or other third party is required to be obtained or made in connection with the execution and delivery of this Agreement and the Ancillary Agreements by the Buyer or the consummation by the Buyer of the transactions contemplated hereby and thereby.

7.1.3. Brokers; Agents. The Buyer has not dealt with any agent, finder, broker or other representative in any manner which could result in the Seller or the Shareholders being liable for any fee or commission in the nature of a finder's or originator's fee in connection with the subject matter of this Agreement.

7.1.4. Warranties True and Correct. No warranty or representation by the Buyer contained in this Agreement, the Exhibits attached hereto or in any writing to be furnished pursuant hereto contains or will contain any untrue statement of fact or omits or will omit to state any material fact required to make the statements therein contained not misleading.

7.2. Warranties Survive Closing. Notwithstanding any investigation by or information supplied to the Seller or the Shareholders, the warranties and representations of the Buyer contained herein shall be true and correct on the date hereof and on the Closing Date and shall survive the Closing for a period of two (2) years.

ARTICLE VIII

Schedule of Exceptions

The schedules and information set forth in the Schedule of Exceptions specifically refer to the paragraph of this Agreement to which such schedule and information is responsive and each such schedule and information shall be deemed to have been disclosed with respect to any other paragraph of this Agreement with respect to which such disclosure is relevant and reasonably apparent to the Buyer. All capitalized terms used in the Schedule of Exceptions and not otherwise defined therein shall have the same meanings as are ascribed to such terms in this Agreement. The Schedule of Exceptions shall not vary, change or alter the literal meaning of the representations and warranties of the Seller and the Shareholders contained in this Agreement, other than creating exceptions thereto which are directly responsive to the language of the warranties and representations contained in this Agreement.

ARTICLE IX

Mutual Covenants

The Seller, the Shareholders and the Buyer each covenant and agree as follows:

9.1. Cooperation. Buyer, Seller and the Shareholders shall cooperate with each other after the Closing and will execute such documents and provide such information as reasonably requested to ensure the orderly transition of the Subject Business and the Subject Assets from the Seller to the Buyer and to minimize any disruption to the Subject Business of the Seller and the Buyer that might result from the transactions contemplated hereby.

9.2. Records. After the Closing, upon reasonable written notice, the Buyer, the Seller and the Shareholders agree to furnish or cause to be furnished to each other and their respective representatives, employees, counsel and accountants access, during normal business hours, to such information (including Records pertinent to the Subject Business and including the Retained Records) and assistance relating to the Subject Business as is reasonably necessary for financial reporting and accounting matters, the preparation and filing of any returns, reports or forms or the defense of any Tax claim or assessment.

9.3. Publicity. The Seller, the Shareholders and the Buyer agree that no public release or announcement concerning the transactions contemplated hereby shall be issued by any party prior to the Closing Date without the prior consent (which consent shall not be unreasonably withheld) of the other parties, except as such release or announcement may be required by Law, in which case the party required to make the release or announcement shall allow the other party reasonable time to comment on such release or announcement in advance of such issuance. The Buyer shall have the sole right to determine what, if any, public announcements shall be made after the Closing.

9.4. Employees.

(a) It is the Buyer's current intention to extend offers of at-will employment to substantially all of the employees employed in connection with the Subject Business. The Seller shall offer and pay the severance payments as described on Exhibit 9.4(a) and the Buyer shall offer and pay the retention bonuses as described on Exhibit 9.4(a).

(b) At the Closing, the Seller and the Shareholders shall deliver to the Buyer as part of the Subject Assets conveyed hereunder the applicable personnel file for each employee who the Buyer hires.

ARTICLE X

Covenants Regarding Non-Competition and Non-Disclosure

10.1.1. (a) Non-Competition. Neither the Seller nor either of the Shareholders shall, at any time during a period of three (3) years after the Closing Date, either directly or indirectly (including, without limitation, through an affiliate or any family member of the Shareholders), whether as agent, stockholder (except as the holder of not more than five percent (5%) of the equity securities of a publicly held enterprise as long as such party does not render advice or assistance to such enterprise), employer, employee, consultant, representative, trustee, partner, proprietor or otherwise acquire an ownership interest in, work for, lend money to, guarantee the debts or obligations of, permit their respective names to be used by, render advice or assistance to or otherwise engage or be interested in or enter into any "Competitive Business." For purposes of this Paragraph 10.1, "Competitive Business" shall mean any division or business, incorporated or otherwise, which designs, sells or offers products or services to temporary staffing companies that are within fifty (50) miles of an office of the Buyer (the "Buyer Territory") where such products or services are competitive with or similar to those sold or offered by the Subject Business as of the date hereof.

(b) Acknowledgements. The Seller and each of the Shareholders acknowledges and confirms that (i) each of the restrictions contained in Paragraph 10.1(a), above, is reasonable and valid and (ii) the Subject Business has an impact on the Buyer throughout the Buyer Territory.

10.2. Non-Disclosure of Confidential Information. Neither the Seller nor either of the Shareholders shall, at any time following the Closing Date, disclose any Confidential

Information (as hereinafter defined) to anyone other than to employees and representatives of the Buyer except any such Confidential Information which is required to be disclosed by the Seller or the Shareholders in connection with any court action or any proceeding before any administrative body or pursuant to any Law, and then only after the disclosing party has given written notice to the Buyer of the intention so to disclose such Confidential Information and has given the Buyer a reasonable opportunity to contest the need for such disclosure, and the Seller and the Shareholders shall cooperate with the Buyer in connection with any such contest. For purposes of this Paragraph 10.2, the term "Confidential Information" shall mean all non-public and all proprietary information relating to the Subject Business, its customers and products and services including, without limitation, the following: (i) all know-how and all other technical information relating to the manufacture, formulation or production of the products or services of the Subject Business, (ii) all information concerning products or services under development by or being tested by the Subject Business but not yet offered for sale], [(iii) financial information concerning the Subject Business, (iv) information concerning salaries or wages paid to, the work records of and other personnel information relative to employees of the Subject Business, and (v) all other confidential and proprietary information of the Subject Business. The Seller and Shareholders agree that nothing in this agreement shall be construed to limit or supercede the common law of torts or statutory or other protection of trade secrets where such law provides the Buyer with greater protection or protections for a longer duration than provided in this Paragraph 10.2

10.3. Enforcement. In addition to all other legal remedies available to the Buyer for the enforcement of the covenants of this Article X, the Seller and the Shareholders acknowledge and agree that the Buyer shall be entitled to an injunction by any court of competent jurisdiction to prevent or restrain any breach or threatened breach hereof. The Seller and the Shareholders further agree that if any of the covenants set forth herein shall at any time be adjudged invalid to any extent by any court of competent jurisdiction, such covenant shall be deemed modified to the extent necessary to render it enforceable.

10.4. Disclosure of Restrictions. Each of the Seller and the Shareholders shall fully disclose the provisions of this Article X to any client or to any person, firm, corporation or other entity by which or with whom it or he may hereafter become employed or retained or to which it or he may hereafter render services prior to accepting any such employment or performing any such services and further agrees that the Buyer may, if it desires, send a copy of the provisions of this Article X to, or otherwise make the provisions hereof known, to any such employer, customer or entity.

ARTICLE XI

Indemnification

11.1. Indemnification of the Buyer. The Seller and the Shareholders jointly and severally shall indemnify the Buyer and its officers, directors and members (collectively, the "Buyer Indemnified Parties") and hold each of them harmless from and against any and all damages, losses, deficiencies, actions, demands, judgments, costs and expenses (including

attorneys' and accountants' fees) (collectively, "Losses") of or against any of the Buyer Indemnified Parties resulting from: (i) any misrepresentation or breach of warranty on the part of the Seller or the Shareholders in this Agreement or in any Ancillary Agreement executed and/or delivered by the Seller or the Shareholders in connection herewith, or (ii) any breach or nonfulfillment of any agreement or covenant contained herein or in any Ancillary Agreement delivered hereunder on the part of the Seller or the Shareholders, including without limitation, any failure of the Seller or the Shareholders to pay and/or perform any of the Excluded Liabilities of any liability or obligation of the Seller, the Shareholders or the Subject Business other than the Assumed Liabilities.

11.2. Indemnification of the Seller and the Shareholders. The Buyer shall indemnify the Seller and its officers and directors and the Shareholders (collectively, the "Seller Indemnified Parties") and hold each of them harmless from and against any and all Losses of or against any of the Seller Indemnified Parties resulting from (i) any misrepresentation or breach of warranty on the part of the Buyer in this Agreement or in any Ancillary Agreement executed and/or delivered by the Buyer in connection herewith, or (ii) any breach or nonfulfillment of any agreement or covenant contained herein or in any Ancillary Agreement delivered hereunder on the part of the Buyer, including without limitation, any failure of the Buyer to pay and/or perform any of the Assumed Liabilities.

11.3. Set-Off. The Buyer shall be entitled, in addition to any other remedies which may be available to it, to set-off against payment due under the Consulting Agreements or any other amounts payable to the Seller or the Shareholders by either the Buyer or any of its affiliates the amount of any claim by the Buyer for which the Buyer seeks indemnification under Paragraph 11.1, above.

11.4. Determination of Amount of Claim for Indemnification. In determining the amount of any and all losses under this Article XI, such amount shall be net of insurance proceeds actually received, but adjusted for any tax incurred as a result of the receipt of such insurance proceeds.

ARTICLE XII

Miscellaneous

12.1. Expenses. Except as otherwise specifically provided herein, the parties hereto shall pay their own expenses, including, without limitation, accountants' and attorneys' fees incurred in connection with the negotiation and consummation of the transactions contemplated by this Agreement. The Seller and the Shareholders shall be jointly and severally liable for and shall pay and discharge when due: (i) any sales, use or transfer taxes incurred and/or payable in connection with the purchase and sale of the Subject Assets pursuant to this Agreement, and (ii) expenses imposed on the Seller or the Buyer related to obtaining the consents.

12.2. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered to be given and received in all respects when hand delivered, when sent by prepaid express or courier delivery service, when sent by

facsimile transmission actually received by the receiving equipment or three (3) days after deposited in the United States mail, certified mail, postage prepaid, return receipt requested, in each case addressed as follows, or to such other address as shall be designated by notice duly given:

IF TO BUYER:

Manpower, Inc.
Attn: George Hermann
5301 North Ironwood Road
Milwaukee, WI 53209
Facsimile No.: (414) 906-7875

With a Copy To:

Daniel B. Geraghty
Godfrey & Kahn, S.C.
780 North Water Street
Milwaukee, WI 53202
Facsimile No.: (414) 273-5198

IF TO SELLER
OR THE SHAREHOLDERS:

Pamela and James Hammonds
205 Fox Mead
Waterford, WI 53185

With a Copy To:

Douglas O. Smith
401 N. 74th Street
Milwaukee, WI 53213

Facsimile No.: (414) 341-5075

12.3. Right to Specific Performance. The parties agree that the Subject Assets and the Subject Business as a going concern constitute unique property, that there is no adequate remedy at law for the damage which any of them might sustain for the failure of the others to consummate this Agreement, and, accordingly, that each of them is entitled to the remedy of specific performance to enforce such consummation.

12.4. Entire Agreement. This Agreement, the Exhibits and Schedules attached hereto and the agreements executed and delivered in connection herewith constitute the entire agreement among the parties hereto relating to the subject matter hereof, and all prior agreements, correspondence, discussions and understandings of the parties (whether oral or written) are merged herein and made a part hereof, it being the intention of the parties hereto that this Agreement and the instruments and agreements contemplated hereby shall serve as the complete and exclusive statement of the terms of their agreement together. No amendment, waiver or modification hereto or hereunder shall be valid unless in writing signed by an authorized signatory of the party or parties to be affected thereby.

12.5. Assignment. This Agreement and the rights hereunder shall not be assignable or transferable by the Seller or the Shareholders without the prior written consent of the Buyer, which consent may be withheld in the Buyer's sole discretion.

12.6. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

12.7. Paragraph Headings. The headings in this Agreement are for purposes of convenience and ease of reference only and shall not be construed to limit or otherwise affect the meaning of any part of this Agreement.

12.8. Severability. The parties agree that if any provision of this Agreement shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted, and the rights and obligations of the parties shall be construed and enforced accordingly.

12.9. Construction. The language used in this Agreement, including the documents, instruments, agreements, exhibits and schedules hereto will be deemed to be the language chosen by all the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.

12.10. Applicable Law. This Agreement and all questions arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin.

12.11. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

12.12. Passage of Title. Legal title, equitable title and risk of loss with respect to the Subject Assets will not pass to the Buyer until the Subject Assets are transferred at the Closing, which transfer, once it has occurred, will be deemed effective for tax, accounting and other computational purposes as of 12:01 a.m. on the Closing Date.

12.13. Bulk Sales. The Seller, the Shareholders and the Buyer hereby waive compliance by the Buyer and the Seller with the provisions of the Bulk Sales Law of the State of Wisconsin (to the extent compliance is required), and the Seller and the Shareholders jointly and severally warrant and covenant to pay and discharge when due all claims of creditors which could be asserted against the Buyer by reason of such noncompliance to the extent that such liabilities are not specifically assumed by the Buyer under this Agreement.

12.14. Consulting Services. The Shareholders shall generally make themselves available for consulting services to Buyer from March 1, 2000 through March 31, 2000 (the "Initial Period"). The Shareholders shall provide Buyer with twenty (20) hours of consulting services during the Initial Period as reasonably requested by the Buyer at no charge to the Buyer. The Buyer shall pay the Shareholders ninety-five dollars (\$95) per hour for consulting services

performed after the Initial Period or for those in excess of 20 hours during the Initial Period plus reasonable travel, lodging and meal expenses incurred by the Shareholders while performing such consulting services. The Shareholders may provide the consulting services described herein either personally or as employees of the Seller.

12.15. Exhibits. The parties will use their best efforts to complete or finalize the exhibits referenced to herein before Closing and the parties agree that any exhibits attached hereto may be amended prior to Closing except that Exhibit 9.4(a) may not be amended.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

SELLER:

PROADVANTAGE, INC.

By: Pamela Hammonds
(President) (Title)

SHAREHOLDERS:

James Hammonds
James Hammonds
Pamela Hammonds
Pamela Hammonds

BUYER:

MANPOWER, INC.

By: Georg P. Herrmann VP-FINANCE
(Title)

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, made and entered into as of this 11th day of February, 2000, by and among **MANPOWER INC.**, a Wisconsin corporation (the "Buyer"), **PROADVANTAGE, INC.**, a Wisconsin corporation (the "Seller"), and **PAMELA HAMMONDS** and **JAMES HAMMONDS** the owners of all of the issued and outstanding shares of stock of the Seller. Pamela Hammonds and James Hammonds shall sometimes be collectively referred to herein as the "Shareholders" and individually as a "Shareholder."

WITNESSETH:

WHEREAS, the Seller is engaged in the business of programming and updating certain computer software training programs (the "Subject Business") which the Buyer uses in the conduct of its business;

WHEREAS, the Seller and the Shareholders desire to sell the Subject Business and substantially all of the assets employed by the Seller in connection with the Subject Business and to employee to the Buyer and the Buyer desires to purchase the Subject Business and such assets from the Seller and to employ substantially all of the Seller's current workforce, on the terms and conditions set forth herein; and

WHEREAS, this Agreement will be signed on the date indicated above and the transaction will close on March 1, 2000 and all exhibits referred to herein may not be completed prior to the date this Agreement is signed or such exhibit may require amendment prior to Closing.

NOW, THEREFORE, the Buyer, the Seller and the Shareholders, in consideration of the mutual promises hereinafter set forth, do hereby promise and agree as follows:

ARTICLE I

Assets To Be Purchased

1.1. Subject Assets. Subject to the terms and conditions set forth in this Agreement, the Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller at the Closing (as hereinafter defined), free and clear of all liens, claims, encumbrances and restrictions, all of the assets, except for the Excluded Assets (as hereinafter defined), owned or used by the Seller in connection with the operation of the Subject Business (the "Subject Assets") including, without limitation, those assets listed on Exhibit 1.1 and all of the Seller's right, title and interest in, to and under those contracts, licenses, arrangements, license agreements, and other agreements of the Subject Business set forth in Exhibit 1.1(a) including, without limitation, any right to assert claims and take other rightful actions in respect of breaches, defaults and other violations of such contracts and otherwise (collectively, the "Assumed Contracts"); all of the

assets being purchased by the Buyer as described in this Paragraph 1.1 are hereinafter referred to as the "Subject Assets."

1.2. Excluded Assets. Notwithstanding the provisions of Paragraph 1.1 hereof, the Subject Assets shall not include the following assets (collectively, the "Excluded Assets"):

- (i) the Seller's corporate minute book, stock records and tax returns (the "Retained Records"),
- (ii) local, state, federal and foreign income and franchise tax credits, refund claims and deferred tax benefits,
- (iii) cash, cash equivalents and marketable securities of the Seller,
- (iv) accounts and notes receivable of the Seller and/or the Subject Business;
- (v) any prepaid expenses of which benefit cannot be transferred to the Buyer,
- (vi) the assets set forth on Exhibit 1.2 attached hereto, and
- (vii) assets and contracts that the Buyer determines not to purchase or assume, as agreed to with Seller, as a result of the examination and due diligence review referred to in Paragraph 6.1, notwithstanding whether such assets or contracts are listed on Exhibits 1.1 or 1.1(a).

ARTICLE II

Closing; Purchase Price

2.1. Closing. The closing of the purchase and sale contemplated herein (the "Closing") shall be held at the offices of Godfrey & Kahn, S.C. at 11:30 a.m. on February 29, 2000, or at such other time and/or place as the Seller, the Shareholders and the Buyer shall mutually agree; provided, however, that the Closing shall occur no later than March 10, 2000. The date on which the Closing shall occur is hereinafter referred to as the "Closing Date." At the Closing, each of the parties shall execute and/or deliver the documents required of them under Paragraph 4, below.

2.2. Purchase Price. The purchase price for the Subject Assets (the "Purchase Price") shall be an amount equal to the sum of (i) Seven Hundred Sixty-two Thousand Four Hundred Fifty Dollars (\$762,450), plus the agreed upon book value of specified equipment listed on Exhibit 1.1 plus (ii) the value of the Assumed Obligations (as hereinafter defined) as of the Closing Date. The Purchase Price shall be paid by the Buyer as provided in Paragraph 2.3, below.

2.3. Payment of Purchase Price. The Buyer shall, on the Closing Date (i) deliver a check or wire transfer to a bank account or accounts designated in writing by the Seller in immediately available funds an amount equal to the Purchase Price less the value of the Assumed Obligations and (ii) shall assume the Assumed Obligations.

2.4. Allocation of Purchase Price. The Purchase Price shall be allocated among the Subject Assets and the noncompetition provisions set forth in Article X hereof based upon a reasonable determination of their respective fair market values determined by the Buyer and according to mutual agreement of the parties as set forth on Exhibit 2.4 attached hereto. The Buyer, the Seller and the Shareholders shall make all required submissions to governmental agencies on a basis consistent with such allocation.

ARTICLE III

Assumption of Liabilities

3.1. Assumed Obligations. As partial consideration for the Subject Assets, the Buyer shall assume and perform the liabilities and obligations of the Seller which accrue after the Closing Date under the Assumed Contracts (the "Assumed Obligations").

3.2. Other Liabilities. Except for the Assumed Obligations, the Buyer shall not be obligated under, nor shall the Buyer be, or become liable for any obligation, contract, debt or liability of the Seller, the Shareholders or the Subject Business. The Seller and the Shareholders jointly and severally covenant and agree to pay and discharge all liabilities and obligations of the Seller, the Shareholders and/or the Subject Business which are not specifically assumed by the Buyer hereunder.

ARTICLE IV

Conditions Precedent to Closing

4.1. Conditions Precedent to the Buyer's Obligation. The obligation of the Buyer to consummate the transactions contemplated herein is subject to the satisfaction as of the Closing Date of the following conditions:

(a) The representations and warranties of the Seller and the Shareholders made in this Agreement shall be true and correct in all respects as of the date hereof and on and as of the Closing, as though made on and as of the Closing Date; the Seller and the Shareholders shall have performed in all respects the covenants of the Seller and the Shareholders contained in this Agreement required to be performed on or prior to the Closing; and the Seller and the Shareholders shall have delivered to the Buyer a certificate dated as of the Closing Date and signed by the Shareholders and an authorized officer of the Seller confirming the foregoing.

(b) Consents ("Consents"), in a form reasonably satisfactory to the Buyer, from the parties to those Assumed Contracts which by their terms prohibit assignment by the Seller or which specifically require consent for such assignment, consenting to the assignment to the Buyer of such Assumed Contracts under the same terms and conditions as are applicable to the Seller, shall have been received by the Buyer prior to the Closing Date.

(c) No suit, action, investigation, inquiry or other legal or administrative proceeding by any governmental authority or other person shall have been instituted or threatened which seeks to enjoin, restrain or prohibit, or which questions the validity or legality of, the transactions contemplated hereby or which otherwise seeks to affect or could affect the transactions contemplated hereby or impose damages or penalties upon any party hereto if such transactions are consummated.

(d) The Seller shall have assigned to the Buyer all non-compete agreements relating to the Subject Business, which such agreements shall remain in full force and effect after the Closing on the same terms and conditions applicable to the Seller.

(e) The Buyer and its representatives shall, in their discretion, be satisfied as to the results of the examination and due diligence review referred to in Paragraph 6.1 hereof.

(f) The Seller and the Shareholders shall have delivered to the Buyer, in addition to the other items required by Paragraph 4.1, the following:

(i) A Certificate from the Secretary of the Seller, in a form reasonably satisfactory to the Buyer, setting forth the resolutions of the Board of Directors and the shareholders of the Seller authorizing the execution of this Agreement and all agreements, documents and instruments to be executed in connection herewith and the taking of any and all actions deemed necessary or advisable to consummate the transactions contemplated herein.

(ii) A Bill of Sale, Assignment and Assumption Agreement, in a form reasonably satisfactory to the Buyer and the Seller (the "Assignment and Assumption Agreement"), duly executed by the Seller, assigning to the Buyer all of the Seller's right, title and interest in and to the Assumed Contracts.

(iii) Physical possession of all the Subject Assets.

In the event that any of the foregoing conditions to Closing shall not have been satisfied, the Buyer may elect to: (i) terminate this Agreement without liability to the Buyer, or (ii) consummate the transactions contemplated herein despite such failure.

4.2. Conditions Precedent to the Seller's and the Shareholder's Obligation. The obligation of the Seller and the Shareholders to consummate the transactions contemplated herein is subject to the satisfaction as of the Closing of the following conditions:

(a) The representations and warranties of the Buyer made in this Agreement shall be true and correct in all respects as of the date hereof and on and as of the Closing, as though made on and as of the Closing Date; the Buyer shall have performed in all respects the covenants of the Buyer contained in this Agreement required to be performed on or prior to the Closing; and the Buyer shall have delivered to the Seller and the Shareholders a certificate dated the Closing Date and signed by an authorized officer of the Buyer confirming the foregoing.

(b) No suit, action, investigation, inquiry or other legal or administrative proceeding by any governmental authority or any other person shall have been instituted or threatened which seeks to enjoin, restrain or prohibit, or which questions the validity or legality of, the transactions contemplated hereby or which otherwise seeks to affect or

could affect the transactions contemplated hereby or impose damages or penalties upon any party hereto if such transactions are consummated.

- (c) The Buyer shall have delivered to the Seller the following:
 - (i) The Purchase Price pursuant to Paragraph 2.3, above.
 - (ii) The Bill of Sale, Assignment and Assumption Agreement, duly executed by the Buyer.

In the event that any of the foregoing conditions to Closing shall not have been satisfied, the Seller and the Shareholders may elect to: (i) terminate this Agreement without liability to the Seller or the Shareholders, or (ii) consummate the transactions contemplated herein despite such failure.

ARTICLE V

Warranties and Representations of the Seller and the Shareholder

5.1. Warranties and Representations. Except as set forth in the schedule of exceptions attached hereto (the "Schedule of Exceptions"), and notwithstanding any investigation by or information furnished to the Buyer in connection herewith, the Seller and the Shareholders hereby jointly and severally warrant and represent to the Buyer, which warranties and representations shall survive the Closing as follows:

5.1.1. Corporate Matters. The Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Wisconsin. The Seller and Shareholders have the power and authority to enter into this Agreement and the agreements, documents and instruments to be executed and delivered pursuant to this Agreement (the "Ancillary Agreements") and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and the Ancillary Agreements to which the Seller is a party have been approved by the Board of Directors and the shareholders of the Seller and such agreements are and shall constitute valid and legally binding obligations of the Seller and the Shareholders, enforceable against each of them in accordance with their respective terms. The execution and delivery of this Agreement and the Ancillary Agreements by the Seller and the Shareholders do not, and the consummation of the transactions contemplated hereby and thereby and compliance with the terms hereof and thereof by the Seller and the Shareholders will not (a) conflict with, or result in any breach or violation of any statute, law, ordinance, rule or regulation (collectively, "Laws") or any judgment, order or decree applicable to the Seller, the Shareholders, the Subject Business or the Subject Assets. No consent, approval, order or authorization of, or registration, declaration or filing with, any court, governmental authority or instrumentality or other third party is required to be obtained or made in connection with the execution and delivery of this Agreement or the Ancillary Agreements by the Seller or the Shareholders or the consummation by the Seller and the Shareholders of the transactions contemplated hereby and thereby.

5.1.2. Title To and Condition of the Subject Assets. The Seller has and will transfer to Buyer good and marketable title to all of the Subject Assets, tangible and intangible, free and clear of all liens, claims, encumbrances and security interests whatsoever. The Subject Assets consist of all of the assets employed in the Subject Business except the Excluded Assets. All of the tangible personal property included in the Subject Assets is in good operating condition and repair as of the Closing Date.

5.1.3. Litigation. There is no litigation, arbitration, proceeding or investigation or other legal or administrative proceeding pending or, to the Seller's or the Shareholders' knowledge, threatened against the Seller or the Shareholders with respect to the Subject Assets and/or the Subject Business. Neither the Seller nor either of the Shareholders is subject to any order, writ, judgment, injunction or decree of any governmental authority or instrumentality or any court which would limit or restrict such party's right to enter into and carry out this Agreement or the Ancillary Agreements or to consummate the transactions contemplated hereby or thereby or which would otherwise adversely affect the Subject Business or the Subject Assets.

5.1.4. Intellectual Property.

(a) The Intellectual Property consists of (i) all patents, trademarks, trade names, copyrights, technology and processes owned by the Seller and used in connection with the Subject Business and (ii) all patents, trademarks, trade names, copyrights, technology and processes used by the Seller in connection with the Subject Business which are material to the Subject Business and are used pursuant to a license or other right granted by a third party except those items listed as Excluded Assets on **Exhibit 1.2**. Seller owns, or has the right to use pursuant to valid and effective agreements set forth in **Exhibit 5.1.4**, all Intellectual Property and all such rights shall be assigned and transferred to the Buyer in connection with the consummation of the transactions contemplated hereby.

(b) **Exhibit 5.1.4** attached hereto also sets forth all licenses, franchises and permits granted by the Seller and all other agreements to which the Seller is a party, which create rights in the Seller or in any third party regarding any of the Intellectual Property specifically or other intellectual property generally, including without limitation, trademarks, patents, copyrights, trade secrets and know-how (hereinafter collectively referred to as the "Licenses").

(c) (i) The Seller is the sole and exclusive owner, free and clear of all liens, claims and encumbrances, of all right, title and interest in the Intellectual Property and the Seller has the absolute right to use and assign those rights without seeking the approval or consent of any third party and without payments to any third party, (ii) all registrations and applications for the Intellectual Property are in full force and effect, (iii) there are no other items of intellectual property that are material to the Subject Business, (iv) there are no existing or, to the Seller's or the Shareholders' knowledge, threatened claims or proceedings by any person relating to the use by the Seller of the Intellectual Property or challenging its ownership of the same, (v) none of the Intellectual Property is subject to

any outstanding order, decree, judgment, stipulation, written restriction, undertaking or agreement limiting the scope or use of the Intellectual Property or declaring any of it abandoned, (vi) to the Seller's and the Shareholders' knowledge, there are no infringing or diluting uses of the Intellectual Property, and no investigations are pending concerning the possibility of such infringing or diluting use, and (vii) except for the Licenses, neither the Seller nor any of the Shareholders has granted any license, franchise, permit or other right to any third party to use any of the Intellectual Property.

(d) Each item of Intellectual Property owned or used by the Seller immediately prior to the Closing hereunder will be owned or available for use by the Buyer on identical terms and conditions immediately after the Closing.

(e) To the Seller's and the Shareholder's knowledge, the Seller has not interfered with, infringed upon, misappropriated, or otherwise come into conflict with any intellectual property rights of third parties, and the Seller has not received any charge, complaint, claim, or notice alleging any such interference, infringement, misappropriation or violation.

(f) The Subject Assets will include all Intellectual Property, including, without limitation:

(i) All computer software, including documentation and source code to which the Seller, Shareholders, or any employee of the Seller has any right of ownership, use or otherwise (see Exhibit 5.1.4);

(ii) All inventions, improvement, modifications, developments, technology, know-how, processes, trade secrets, including all patent, trademark, copyright and other rights relating thereto to which the Seller, Shareholders, or any employee of the Seller has any right of ownership, use or otherwise (see Exhibit 5.1.4);

(iii) All patents, patent applications, trademarks, trademark applications, including but not limited to U.S. trademark application serial no. 75/520145 for TRAINING SOLUTIONS, copyrights, copyright applications, and all goodwill associated with the business and/or trademarks to which the Seller, Shareholders, or any employee of the Seller has any right of ownership, use or otherwise (see Exhibit 5.1.4).

5.1.5. Taxes.

The Buyer shall have no liability for Taxes of Seller relating to any period or transaction occurring prior to the Closing Date, including, without limitation, Taxes arising as a result of the transactions contemplated hereby. For purposes hereof, "Tax" or "Taxes" means all federal, state, county, local, foreign and other taxes or assessments including, without limitation, income, estimated income, business, occupation, franchise, property (real and personal), sales, employment, gross receipts, use, transfer, ad valorem,

profits, license, capital, payroll, employee withholding, unemployment, excise, goods and services, severance, and stamp and including interest, penalties and additions in connection therewith for which the Seller or the Shareholders are or may be liable.

5.1.6. Employees. **Exhibit 5.1.6** attached hereto is:

(a) A list of all employee handbooks, manuals or contracts, whether written or oral, relating to the employees of the Seller, true and correct copies of which have been (or will prior to Closing) delivered to the Buyer or, in the case of oral contracts, summarized in a writing; and

(b) A list of all employees of the Seller, together with their job titles and descriptions, rates of salary or wages, vacation benefits, and each bonus, deferred compensation, stock option, incentive compensation, severance or termination pay agreement or employment benefit applicable to each such employee.

5.1.7. Unemployment Insurance. The Seller only has unemployment compensation liability in Wisconsin and has properly and timely paid all unemployment insurance. To the extent requested by Buyer, Seller shall assist in transferring any balance in its unemployment insurance account to Buyer.

5.1.8. Benefit Plans.

(a) Except as set forth on Exhibit 5.1.8, neither the Seller nor any person (as defined in Section 3(9) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) that is or has been a member of any group of the persons described in Section 414(b), (c), (m) or (o) of the Code, including the Seller (an “ERISA Affiliate”), maintains or contributes to, nor has any of them maintained or contributed to, any “Employee Pension Benefit Plans” as defined in Section 3(2) of ERISA, “Welfare Benefit Plans” as defined in Section 3(1) of ERISA, or stock bonus, stock option, restricted stock, stock appreciation right, stock purchase, bonus, incentive, deferred compensation, severance, or vacation plans, or any other employee benefit plan, program, policy or arrangement maintained or contributed to by the Seller or any of its ERISA Affiliates or to which the Seller or any of its ERISA Affiliates, contributes or is obligated to make payments thereunder or otherwise may have any liability (collectively, the “Employee Benefit Plans”).

(b) Except as set forth on Exhibit 5.1.8, neither the Seller nor any of its ERISA Affiliates has any liability (including any contingent liability under Section 4204 of ERISA) with respect to any multiemployer plan defined as such in Section 3(37) of ERISA to which contributions are or have been made by the Seller or any of its ERISA Affiliates or as to which the Seller or any of its ERISA Affiliates may have liability and that is covered by Title IV of ERISA (“Multiemployer Plan”) covering employees (or former employees) employed in the United States. Neither the Seller nor any ERISA Affiliate has incurred any liability or taken any action that could reasonably be expected to cause it to incur any liability (i) on account of a partial or complete withdrawal (within

the meaning of Section 4205 and 4203 of ERISA, respectively) with respect to any Multiemployer Plan or (ii) on account of unpaid contributions to any such Multiemployer Plan.

(c) For each welfare benefit plan listed on Exhibit 5.1.8 which is a “group health plan” within the meaning of Section 5000(b)(1) of the Code, the Seller has complied with the notice and continuation requirements of Section 4980B of the Code, the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), Part 6 of Subtitle B of Title I of ERISA and the regulations thereunder.

(d) All contributions to, and payments from, the Employee Benefit Plans which are required to have been made by the Seller, or any of its ERISA Affiliates with respect to any period ending on or before the Closing Date, in accordance with the Employee Benefit Plans, have been timely made.

(e) Except as disclosed on Exhibit 5.1.8 hereof, neither the Seller nor any of its ERISA Affiliates maintains or contributes to, nor has any of them ever maintained or contributed to, any pension plan subject to Title IV of ERISA or Sections 412 of the Code or 302 of ERISA.

(f) Each Plan has been operated in all material respects in accordance with the requirements of all applicable Laws and all persons who participate in the operation of such Plans and all Plan “fiduciaries” (within the meaning of Section 3(21) of ERISA) have acted in accordance with the provisions of all applicable Laws. The Seller has performed all obligations required to be performed by it under, is not in any respect in default under or in violation of, and the Seller does not have any knowledge of any default or violation by any party to, any Plan. No legal action, suit or claim is pending or, to the knowledge of the Seller, threatened with respect to any Plan (other than claims for benefits in the ordinary course) and, to the knowledge of the Seller and the Shareholders, no fact or event exists that could give rise to any such action, suit or claim. The Seller has not incurred any liability to the Pension Benefit Guaranty Corporation (other than premiums payable to the Pension Benefit Guaranty Corporation in the ordinary course) or any material “withdrawal liability” within the meaning of Section 4201 of ERISA.

(g) Each Plan which is intended to be qualified under Section 401(a) of the Code or Section 401(k) of the Code has received a favorable determination letter from the Internal Revenue Service that it is so qualified, and each trust established in connection with any Plan that is intended to be exempt from federal income taxation under Section 501(a) of the Code is so exempt, and no fact or event has occurred since the date of such determination letter from the Internal Revenue Service to adversely affect the qualified status of any such Plan or the exempt status of any such trust. No trust maintained or contributed to by the Seller is intended to be qualified as a voluntary employees’ beneficiary association or is intended to be exempt from federal income taxation under Section 501(c)(9) of the Code.

(h) There has been no non-exempt prohibited transaction (within the meaning of Section 406 of ERISA or Section 4975 of the Code) with respect to any Plan. The Seller has not incurred any liability for any excise tax arising under Section 4972 or 4980B of the Code and no fact or event exists that could give rise to any such liability.

5.1.9. Compliance With Laws. The operation of the Subject Business is and has been in compliance with all Laws. There are no licenses, permits or registrations which the Seller must transfer to the Buyer so that the Buyer may carry on the Subject Business.

5.1.10. Brokers; Agents. Neither the Seller nor either of the Shareholders has dealt with any agent, finder, broker or other representative in any manner which could result in the Buyer being liable for any fee or commission in the nature of a finder's fee or originator's fee in connection with the subject matter of this Agreement.

5.1.11. Warranties True and Correct. No warranty or representation by the Seller or the Shareholders contained in this Agreement, the Exhibits attached hereto or in any writing to be furnished pursuant hereto contains or will contain any untrue statement of fact or omits or will omit to state any material fact required to make the warranties or representations therein contained not misleading.

5.2. Warranties Survive Closing. Notwithstanding any investigation by or information supplied to the Buyer, the warranties and representations of the Seller and the Shareholders contained herein, shall be true and correct on the date hereof and on the Closing Date and shall survive the Closing for a period of two (2) years; provided, however, that the warranties and representations contained in Paragraph 5.1.4 and 5.1.5 hereof shall survive the Closing for a period equal to the applicable statute of limitations period.

ARTICLE VI

Covenants of the Seller and the Shareholders

The Seller and the Shareholders covenant and agree as follows:

6.1. Access. Prior to the Closing, the Seller and the Shareholders will: (i) give the Buyer and its representatives, employees, counsel and accountants reasonable access to the properties, books and records of the Seller and the Shareholders relating to the Subject Business and the Subject Assets, and (ii) cause the Seller's officers and advisors (including, without limitation, its accountants, attorneys and financial advisors) to furnish the Buyer and its designated representatives with financial and operating data and other information with respect to the Subject Business and the Subject Assets as reasonably requested by the Buyer.

6.2. Conduct of Business in the Ordinary Course. Until the Closing, the Seller shall use its best efforts to carry on its business diligently and substantially in the manner as heretofore conducted. The Seller will not enter into any contract or commitment to engage in any transaction not in the ordinary course of its business or not consistent with its past business practice. The Seller shall use its best efforts to preserve for the Buyer the Seller's business

organization, including present key employees, and the Seller's relationship with suppliers, customers and advertisers and others having business relations with the Seller.

6.3. Retention of Employees. The Seller and the Shareholders shall use their best efforts to assist the Buyer in retaining those employees of the Subject Business listed on Exhibit 9.4(a) attached hereto. Furthermore, the Shareholders agree that, for a three (3) year period after the Closing Date, the Shareholders will not, directly or indirectly, employ or attempt to employ any employee of the Subject Business, or induce or attempt to induce any person who is an employee of the Subject Business, to leave the employ of the Buyer and/or attempt employment elsewhere.

ARTICLE VII

Warranties and Representations of the Buyer

7.1. Warranties and Representations. Notwithstanding any investigation by or information to the Seller and Shareholders in connection herewith. Buyer hereby warrants and represents to the Seller and the Shareholders, which warranties and representations shall survive the Closing, as follows:

7.1.1. Authority. The Buyer is a Wisconsin corporation duly organized and validly existing under the laws of the State of Wisconsin. The Buyer has the power and authority to enter into this Agreement and the Ancillary Agreements to be signed by it and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Ancillary Agreements to which the Buyer is a party and the consummation of the transactions contemplated hereby and thereby by the Buyer, shall constitute valid and legally binding obligations of the Buyer, enforceable against the Buyer in accordance with their respective terms.

7.1.2. No Conflict. The execution and delivery of this Agreement and the Ancillary Agreements to which it is a party by the Buyer do not, and the consummation of the transactions contemplated hereby and thereby and compliance with the terms hereof and thereof by the Buyer will not: (a) conflict with, or result in any breach or violation of: (i) any provision of the Articles of Incorporation or By-Laws of the Buyer, or (ii) any judgment, order, decree, or Law, applicable to the Buyer, or (b) violate or conflict with, or result in a breach under, any agreement, instrument or document to which the Buyer is a party or is subject. No action, consent, approval, order or authorization of, or registration, declaration or filing with, any federal, state, municipal or other court or governmental or administrative body or agency, or other third party is required to be obtained or made in connection with the execution and delivery of this Agreement and the Ancillary Agreements by the Buyer or the consummation by the Buyer of the transactions contemplated hereby and thereby.

7.1.3. Brokers; Agents. The Buyer has not dealt with any agent, finder, broker or other representative in any manner which could result in the Seller or the Shareholders being liable for any fee or commission in the nature of a finder's or originator's fee in connection with the subject matter of this Agreement.

7.1.4. Warranties True and Correct. No warranty or representation by the Buyer contained in this Agreement, the Exhibits attached hereto or in any writing to be furnished pursuant hereto contains or will contain any untrue statement of fact or omits or will omit to state any material fact required to make the statements therein contained not misleading.

7.2. Warranties Survive Closing. Notwithstanding any investigation by or information supplied to the Seller or the Shareholders, the warranties and representations of the Buyer contained herein shall be true and correct on the date hereof and on the Closing Date and shall survive the Closing for a period of two (2) years.

ARTICLE VIII

Schedule of Exceptions

The schedules and information set forth in the Schedule of Exceptions specifically refer to the paragraph of this Agreement to which such schedule and information is responsive and each such schedule and information shall be deemed to have been disclosed with respect to any other paragraph of this Agreement with respect to which such disclosure is relevant and reasonably apparent to the Buyer. All capitalized terms used in the Schedule of Exceptions and not otherwise defined therein shall have the same meanings as are ascribed to such terms in this Agreement. The Schedule of Exceptions shall not vary, change or alter the literal meaning of the representations and warranties of the Seller and the Shareholders contained in this Agreement, other than creating exceptions thereto which are directly responsive to the language of the warranties and representations contained in this Agreement.

ARTICLE IX

Mutual Covenants

The Seller, the Shareholders and the Buyer each covenant and agree as follows:

9.1. Cooperation. Buyer, Seller and the Shareholders shall cooperate with each other after the Closing and will execute such documents and provide such information as reasonably requested to ensure the orderly transition of the Subject Business and the Subject Assets from the Seller to the Buyer and to minimize any disruption to the Subject Business of the Seller and the Buyer that might result from the transactions contemplated hereby.

9.2. Records. After the Closing, upon reasonable written notice, the Buyer, the Seller and the Shareholders agree to furnish or cause to be furnished to each other and their respective representatives, employees, counsel and accountants access, during normal business hours, to such information (including Records pertinent to the Subject Business and including the Retained Records) and assistance relating to the Subject Business as is reasonably necessary for financial reporting and accounting matters, the preparation and filing of any returns, reports or forms or the defense of any Tax claim or assessment.

9.3. Publicity. The Seller, the Shareholders and the Buyer agree that no public release or announcement concerning the transactions contemplated hereby shall be issued by any party prior to the Closing Date without the prior consent (which consent shall not be unreasonably withheld) of the other parties, except as such release or announcement may be required by Law, in which case the party required to make the release or announcement shall allow the other party reasonable time to comment on such release or announcement in advance of such issuance. The Buyer shall have the sole right to determine what, if any, public announcements shall be made after the Closing.

9.4. Employees.

(a) It is the Buyer's current intention to extend offers of at-will employment to substantially all of the employees employed in connection with the Subject Business. The Seller shall offer and pay the severance payments as described on Exhibit 9.4(a) and the Buyer shall offer and pay the retention bonuses as described on Exhibit 9.4(a).

(b) At the Closing, the Seller and the Shareholders shall deliver to the Buyer as part of the Subject Assets conveyed hereunder the applicable personnel file for each employee who the Buyer hires.

ARTICLE X

Covenants Regarding Non-Competition and Non-Disclosure

10.1.1. (a) Non-Competition. Neither the Seller nor either of the Shareholders shall, at any time during a period of three (3) years after the Closing Date, either directly or indirectly (including, without limitation, through an affiliate or any family member of the Shareholders), whether as agent, stockholder (except as the holder of not more than five percent (5%) of the equity securities of a publicly held enterprise as long as such party does not render advice or assistance to such enterprise), employer, employee, consultant, representative, trustee, partner, proprietor or otherwise acquire an ownership interest in, work for, lend money to, guarantee the debts or obligations of, permit their respective names to be used by, render advice or assistance to or otherwise engage or be interested in or enter into any "Competitive Business." For purposes of this Paragraph 10.1, "Competitive Business" shall mean any division or business, incorporated or otherwise, which designs, sells or offers products or services to temporary staffing companies that are within fifty (50) miles of an office of the Buyer (the "Buyer Territory") where such products or services are competitive with or similar to those sold or offered by the Subject Business as of the date hereof.

(b) Acknowledgements. The Seller and each of the Shareholders acknowledges and confirms that (i) each of the restrictions contained in Paragraph 10.1(a), above, is reasonable and valid and (ii) the Subject Business has an impact on the Buyer throughout the Buyer Territory.

10.2. Non-Disclosure of Confidential Information. Neither the Seller nor either of the Shareholders shall, at any time following the Closing Date, disclose any Confidential

Information (as hereinafter defined) to anyone other than to employees and representatives of the Buyer except any such Confidential Information which is required to be disclosed by the Seller or the Shareholders in connection with any court action or any proceeding before any administrative body or pursuant to any Law, and then only after the disclosing party has given written notice to the Buyer of the intention so to disclose such Confidential Information and has given the Buyer a reasonable opportunity to contest the need for such disclosure, and the Seller and the Shareholders shall cooperate with the Buyer in connection with any such contest. For purposes of this Paragraph 10.2, the term "Confidential Information" shall mean all non-public and all proprietary information relating to the Subject Business, its customers and products and services including, without limitation, the following: (i) all know-how and all other technical information relating to the manufacture, formulation or production of the products or services of the Subject Business, (ii) all information concerning products or services under development by or being tested by the Subject Business but not yet offered for sale], [(iii) financial information concerning the Subject Business, (iv) information concerning salaries or wages paid to, the work records of and other personnel information relative to employees of the Subject Business, and (v) all other confidential and proprietary information of the Subject Business. The Seller and Shareholders agree that nothing in this agreement shall be construed to limit or supercede the common law of torts or statutory or other protection of trade secrets where such law provides the Buyer with greater protection or protections for a longer duration than provided in this Paragraph 10.2

10.3. Enforcement. In addition to all other legal remedies available to the Buyer for the enforcement of the covenants of this Article X, the Seller and the Shareholders acknowledge and agree that the Buyer shall be entitled to an injunction by any court of competent jurisdiction to prevent or restrain any breach or threatened breach hereof. The Seller and the Shareholders further agree that if any of the covenants set forth herein shall at any time be adjudged invalid to any extent by any court of competent jurisdiction, such covenant shall be deemed modified to the extent necessary to render it enforceable.

10.4. Disclosure of Restrictions. Each of the Seller and the Shareholders shall fully disclose the provisions of this Article X to any client or to any person, firm, corporation or other entity by which or with whom it or he may hereafter become employed or retained or to which it or he may hereafter render services prior to accepting any such employment or performing any such services and further agrees that the Buyer may, if it desires, send a copy of the provisions of this Article X to, or otherwise make the provisions hereof known, to any such employer, customer or entity.

ARTICLE XI

Indemnification

11.1. Indemnification of the Buyer. The Seller and the Shareholders jointly and severally shall indemnify the Buyer and its officers, directors and members (collectively, the "Buyer Indemnified Parties") and hold each of them harmless from and against any and all damages, losses, deficiencies, actions, demands, judgments, costs and expenses (including

attorneys' and accountants' fees) (collectively, "Losses") of or against any of the Buyer Indemnified Parties resulting from: (i) any misrepresentation or breach of warranty on the part of the Seller or the Shareholders in this Agreement or in any Ancillary Agreement executed and/or delivered by the Seller or the Shareholders in connection herewith, or (ii) any breach or nonfulfillment of any agreement or covenant contained herein or in any Ancillary Agreement delivered hereunder on the part of the Seller or the Shareholders, including without limitation, any failure of the Seller or the Shareholders to pay and/or perform any of the Excluded Liabilities of any liability or obligation of the Seller, the Shareholders or the Subject Business other than the Assumed Liabilities.

11.2. Indemnification of the Seller and the Shareholders. The Buyer shall indemnify the Seller and its officers and directors and the Shareholders (collectively, the "Seller Indemnified Parties") and hold each of them harmless from and against any and all Losses of or against any of the Seller Indemnified Parties resulting from (i) any misrepresentation or breach of warranty on the part of the Buyer in this Agreement or in any Ancillary Agreement executed and/or delivered by the Buyer in connection herewith, or (ii) any breach or nonfulfillment of any agreement or covenant contained herein or in any Ancillary Agreement delivered hereunder on the part of the Buyer, including without limitation, any failure of the Buyer to pay and/or perform any of the Assumed Liabilities.

11.3. Set-Off. The Buyer shall be entitled, in addition to any other remedies which may be available to it, to set-off against payment due under the Consulting Agreements or any other amounts payable to the Seller or the Shareholders by either the Buyer or any of its affiliates the amount of any claim by the Buyer for which the Buyer seeks indemnification under Paragraph 11.1, above.

11.4. Determination of Amount of Claim for Indemnification. In determining the amount of any and all losses under this Article XI, such amount shall be net of insurance proceeds actually received, but adjusted for any tax incurred as a result of the receipt of such insurance proceeds.

ARTICLE XII

Miscellaneous

12.1. Expenses. Except as otherwise specifically provided herein, the parties hereto shall pay their own expenses, including, without limitation, accountants' and attorneys' fees incurred in connection with the negotiation and consummation of the transactions contemplated by this Agreement. The Seller and the Shareholders shall be jointly and severally liable for and shall pay and discharge when due: (i) any sales, use or transfer taxes incurred and/or payable in connection with the purchase and sale of the Subject Assets pursuant to this Agreement, and (ii) expenses imposed on the Seller or the Buyer related to obtaining the consents.

12.2. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered to be given and received in all respects when hand delivered, when sent by prepaid express or courier delivery service, when sent by

facsimile transmission actually received by the receiving equipment or three (3) days after deposited in the United States mail, certified mail, postage prepaid, return receipt requested, in each case addressed as follows, or to such other address as shall be designated by notice duly given:

IF TO BUYER: Manpower, Inc.
Attn: George Hermann
5301 North Ironwood Road
Milwaukee, WI 53209
Facsimile No.: (414) 906-7875

With a Copy To: Daniel B. Geraghty
Godfrey & Kahn, S.C.
780 North Water Street
Milwaukee, WI 53202
Facsimile No.: (414) 273-5198

IF TO SELLER
OR THE SHAREHOLDERS: Pamela and James Hammonds
205 Fox Mead
Waterford, WI 53185

With a Copy To: Douglas O. Smith
401 N. 74th Street
Milwaukee, WI 53213

Facsimile No.: (414) 341-5075

12.3. Right to Specific Performance. The parties agree that the Subject Assets and the Subject Business as a going concern constitute unique property, that there is no adequate remedy at law for the damage which any of them might sustain for the failure of the others to consummate this Agreement, and, accordingly, that each of them is entitled to the remedy of specific performance to enforce such consummation.

12.4. Entire Agreement. This Agreement, the Exhibits and Schedules attached hereto and the agreements executed and delivered in connection herewith constitute the entire agreement among the parties hereto relating to the subject matter hereof, and all prior agreements, correspondence, discussions and understandings of the parties (whether oral or written) are merged herein and made a part hereof, it being the intention of the parties hereto that this Agreement and the instruments and agreements contemplated hereby shall serve as the complete and exclusive statement of the terms of their agreement together. No amendment, waiver or modification hereto or hereunder shall be valid unless in writing signed by an authorized signatory of the party or parties to be affected thereby.

12.5. Assignment. This Agreement and the rights hereunder shall not be assignable or transferable by the Seller or the Shareholders without the prior written consent of the Buyer, which consent may be withheld in the Buyer's sole discretion.

12.6. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

12.7. Paragraph Headings. The headings in this Agreement are for purposes of convenience and ease of reference only and shall not be construed to limit or otherwise affect the meaning of any part of this Agreement.

12.8. Severability. The parties agree that if any provision of this Agreement shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted, and the rights and obligations of the parties shall be construed and enforced accordingly.

12.9. Construction. The language used in this Agreement, including the documents, instruments, agreements, exhibits and schedules hereto will be deemed to be the language chosen by all the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.

12.10. Applicable Law. This Agreement and all questions arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin.

12.11. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

12.12. Passage of Title. Legal title, equitable title and risk of loss with respect to the Subject Assets will not pass to the Buyer until the Subject Assets are transferred at the Closing, which transfer, once it has occurred, will be deemed effective for tax, accounting and other computational purposes as of 12:01 a.m. on the Closing Date.

12.13. Bulk Sales. The Seller, the Shareholders and the Buyer hereby waive compliance by the Buyer and the Seller with the provisions of the Bulk Sales Law of the State of Wisconsin (to the extent compliance is required), and the Seller and the Shareholders jointly and severally warrant and covenant to pay and discharge when due all claims of creditors which could be asserted against the Buyer by reason of such noncompliance to the extent that such liabilities are not specifically assumed by the Buyer under this Agreement.

12.14. Consulting Services. The Shareholders shall generally make themselves available for consulting services to Buyer from March 1, 2000 through March 31, 2000 (the "Initial Period"). The Shareholders shall provide Buyer with twenty (20) hours of consulting services during the Initial Period as reasonably requested by the Buyer at no charge to the Buyer. The Buyer shall pay the Shareholders ninety-five dollars (\$95) per hour for consulting services

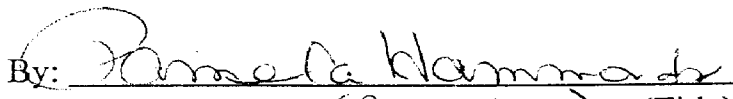
performed after the Initial Period or for those in excess of 20 hours during the Initial Period plus reasonable travel, lodging and meal expenses incurred by the Shareholders while performing such consulting services. The Shareholders may provide the consulting services described herein either personally or as employees of the Seller.

12.15. Exhibits. The parties will use their best efforts to complete or finalize the exhibits referenced to herein before Closing and the parties agree that any exhibits attached hereto may be amended prior to Closing except that Exhibit 9.4(a) may not be amended.

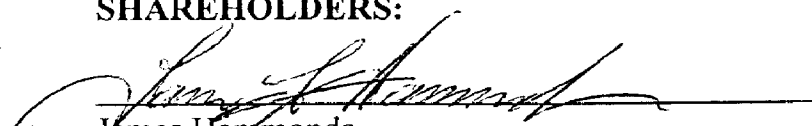
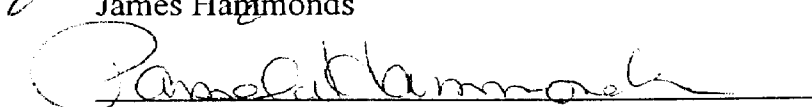
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

SELLER:

PROADVANTAGE, INC.

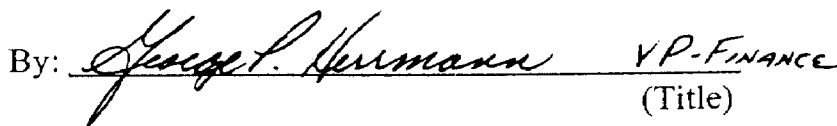
By: 
(President) (Title)

SHAREHOLDERS:


James Hammonds

Pamela Hammonds

BUYER:

MANPOWER, INC.

By:  VP-FINANCE
(Title)

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