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DOCUMENT ID NO.: 101270253

06-08-2000



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**Decision Science, Inc.**

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

2. Name and address of receiving party(ies)

Name: **Promodel Corporation**

Address: **1875 South State Street, Suite 3400  
Orem, Utah**

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: **March 1, 1996**

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is: **February 16, 1996**

A. Trademark Application No.(s)

**75/064,374**

B. Registration No.(s)

**2,078,768**

Additional numbers attached?  Yes  No

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

Name: **David W. O'Bryant**

Internal Address: **MORRISS, BATEMAN, O'BRYANT  
& COMPAGNI, P.C.**

Street Address: **5882 South 900 East, Suite 300**

City: **Salt Lake City** State: **Utah** ZIP: **84121**

6. Total number of applications and trademarks involved: **1**

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

**50-0881** (Deficiencies Only)

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

DO NOT USE THIS SPACE

9. Statement and signature.

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

**David W. O'Bryant**

Name of Person Signing

*David W. O'Bryant*  
Signature

**5/31/00**  
Date

Total number of pages including cover sheet, attachments, and document: **6**

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK  
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02-18-2000



101270253

SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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02/17/2000 DNGUYEN 00000210 75064374

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DO NOT USE THIS SPACE

9. Statement and signature.

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

**David W. O'Bryant**

Name of Person Signing

Signature

1/21/00  
Date

Total number of pages including cover sheet, attachments, and document: 6

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Commissioner of Patents & Trademarks, Box Assignments



## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of March \_\_\_\_, 1996, by and among PROMODEL CORPORATION, a Utah corporation ("Buyer"), DECISION SCIENCE, INC., a Michigan corporation ("Seller"), and DONALD A. HICKS ("Shareholder").

### Recitals

A. Seller has developed and is the owner of software products known as "SimRunner I" and "SimRunner II" (collectively, "SimRunner") and is engaged in the business of developing, marketing, licensing and providing SimRunner to customers (the "SimRunner Business").

B. Buyer desires to acquire from Seller, and Seller desires to sell to Buyer, certain of the assets and certain of the liabilities of the SimRunner Business on the terms and subject to the conditions set forth in this Agreement, in a transaction intended to qualify under Internal Revenue Code § 368(a)(1)(C).

NOW, THEREFORE, in consideration of the mutual agreements, representations, warranties and covenants hereinafter set forth, the parties hereto agree as follows:

## ARTICLE I

### SALE AND PURCHASE

**SECTION I.1 Purchase of Assets.** Subject to the terms and conditions hereof and except for the Excluded Assets, Seller shall sell, assign, grant, transfer, convey and deliver to Buyer, and Buyer shall purchase and accept from Seller as of the Closing Date, all of Seller's right, title and interest in and to all of the tangible and intangible assets of the SimRunner Business, wherever situated, as the same shall exist on the Closing Date (collectively, the "Assets") which include without limitation the following:

(a) **Products and Other Software.** All products of the SimRunner Business owned, licensed or under development (the "Products"), and all other software products owned, licensed, or under development by Seller related to the SimRunner Business and each as listed in Schedule 1.1(a) (collectively the "Software") including without limitation (i) any and all source and object codes, binaries, interfaces for third party databases, supplements, modifications, ports to hardware platforms, drivers, updates, custom modules (to the extent owned or licensed by Seller), corrections and enhancements to past versions of such products, shipping versions of such products and versions of such products currently under development; any and all English and foreign language versions of



such products, shipping versions of such products and versions of such products currently under development; (iii) any design and code documentation, and other software, methodologies and processes required to create, operate or maintain shipping versions of the products; and (iv) any and all related back-up tapes and archival tapes from Seller's storage facilities;

(b) Intellectual Property Rights.

(i) The patents and patent applications, copyrights, copyright registrations, and applications therefor, trademarks, service marks, trade names and related proprietary and intellectual property rights (including any and all licenses thereof) used in the conduct of the SimRunner Business (including all rights to the name "SimRunner"), whether pending, applied for or issued, as listed in Schedule 1.1(b), together with all associated goodwill (collectively, the "Intellectual Property"); and

(ii) Any and all trade secrets, including without limitation, any and all design and code documentation, methodologies, processes, copyrights, design information, product information, technology, formulae, routines, engineering specifications, technical manuals and data, drawings, inventions, know-how, techniques, engineering work papers, and programmer's notes, development work-in-process, and other proprietary information and materials of any kind relating to, used in, or derived from the SimRunner Business as described in Schedule 1.1(b) (collectively, the "Intellectual Property Documentation" and together with the Intellectual Property, the "Intellectual Property Rights").

(c) Universal Software Agreement. All rights of Seller under the Programming Services Agreement dated \_\_\_\_\_, 1995 between Seller and Universal Software, Inc. (the "Universal Agreement"), a true and complete copy of which has been delivered to Buyer;

(d) Books, Records and Other Materials. All books and records used in connection with the SimRunner Business and the Assets, including without limitation any and all (i) product documentation, white papers, product data sheets, performance benchmark reports, customer training materials; and (ii) all other books and records relating to the Assets and the SimRunner Business (collectively, the "Books and Records");

(e) Other Assets. All other assets of Seller that relate primarily to the SimRunner Business and are not listed specifically as Excluded Assets.

SECTION 1.2 Assumption of Universal Agreement. Buyer shall assume and be obligated to discharge the obligations relating to the period on or after the Closing Date under the Universal Agreement.



SECTION I.3 Excluded Assets. Seller shall retain all of its rights, title and interest in and to the following assets (the "Excluded Assets"):

- (a) Cash. Seller's cash and cash equivalents existing on or before the Closing Date.
- (b) Accounts Receivable. All accounts receivable of Seller existing on the Closing Date.
- (c) Computers and Office Machines. All of Seller's computers and other office machines.

SECTION I.4 Excluded Liabilities. Except for the post-Closing liabilities under the Universal Agreement, Buyer shall not assume and shall not be liable for, and Seller shall retain and remain solely liable for and obligated to discharge and hold Buyer harmless from, all of the debts, contracts, agreements, commitments, obligations and other liabilities of any nature whatsoever of Seller, whether known or unknown, accrued or not accrued, fixed or contingent, including without limitation the following:

- (a) Breaches of Contracts. Any liability for breaches by Seller resulting from any actions, omissions or other events occurring prior to the Closing Date under any instrument, purchase order or contract or any liability for payments or amounts due under any instrument, purchase order or contract arising on or prior to the Closing Date;
- (b) Taxes. Any liability or obligation for any sales and use, real and personal property taxes, gross receipts taxes, documentary transfer taxes, employment taxes, withholding taxes, unemployment insurance contributions and other taxes or governmental charges of any kind, however denominated, including any interest, penalties and additions to tax in respect thereof, under any federal, state, local, foreign or other applicable tax law (collectively, "Taxes") attributable to or imposed upon Seller or attributable to or imposed upon the SimRunner Business or the Assets for any period (or portion thereof) through the Closing Date;
- (c) Liabilities. Any liability or obligation for or in respect of Seller existing on or prior to the Closing Date, except as provided in this Agreement;
- (d) Legal Proceedings. Any liability or obligation arising as a result of any legal or equitable action or judicial or administrative proceeding initiated at any time, to the extent relating to any action or omission on or prior to the Closing Date by or on behalf of Seller, including, without limitation, any liability for infringement of intellectual property rights or violations of federal or state securities, environmental or other laws;
- (e) Damages. Any liabilities of Seller for injury to or death of persons or



damage to or destruction of property (including, without limitation, any workers' compensation claim) regardless of when said claim or liability is asserted, including, without limitation, any claim for consequential damages in connection with the foregoing; it being understood and agreed that any such claim or liability asserted after the Closing Date, but arising from acts or omissions by Seller which occur before the Closing Date shall be considered to be a claim against or a liability of Seller for injury to or death of persons or damages to or destruction of property and therefore not assumed hereunder by Buyer;

(e) Infringement. Any liabilities of the Company arising out of or relating to the misappropriation of trade secrets, or the infringement or alleged infringement of any patent, copyright, trademark, servicemark, or any other proprietary right of any person which existed prior to the Closing Date;

(f) Other Obligations. Any other obligation of Seller not expressly assumed under Section 1.2.

**SECTION 1.5 Purchase Price**. In consideration of the acquisition of the Assets under Section 1.1, Buyer agrees to pay and deliver to Seller 23,334 shares (the "Buyer Shares") of Buyer's common stock (the "Purchase Price"), payable at the Closing.

**SECTION 1.6 Closing**. Subject to the terms and conditions of this Agreement, the closing of the transfer of the Assets contemplated hereby (the "Closing") shall take place on March 1, 1997 or such later date as the parties may agree, after all conditions precedent in Articles V and VI have been satisfied or waived (the "Closing Date").

**SECTION 1.7 Actions at the Closing**. At the Closing, Seller shall deliver the Assets to Buyer, Buyer shall deliver the Purchase Price, and Buyer and Seller shall take such actions and execute and deliver such agreements, bills of sale, and other instruments and documents as necessary or appropriate to effect the transactions contemplated by this Agreement in accordance with its terms, including without limitation the following:

(a) Bill of Sale and Assignment. Seller shall deliver to Buyer a general bill of sale and assignment (the "Transfer Documents") with respect to each Asset, in each case duly executed by Seller, assigning to Buyer all of Seller's right, title and interest in and to each such Asset.

(b) Consent of Universal Software. Seller shall deliver to Buyer a consent to the assignment of the Universal Agreement, duly executed by Universal Software, Inc., in form and substance as Buyer shall reasonably request.



(c) Stock Certificate. Buyer shall deliver to Seller one or more certificates representing the Buyer Shares.

(d) Seller Documents. At the Closing, Seller shall deliver to Buyer any and all documents required to satisfy the conditions set forth in Article V of this Agreement and any other closing documents reasonably requested by Buyer.

(e) Buyer Documents. At the Closing, Buyer shall deliver to Seller any and all documents required to satisfy the conditions set forth in Article VI of this Agreement and any other closing documents reasonably requested by Seller.

(f) Post Closing Actions. Subsequent to the Closing Date, Seller shall from time to time execute and deliver, upon the request of Buyer, all such other and further materials and documents and instruments of conveyance, transfer or assignment as may reasonably be requested by Buyer to effect, record or verify the transfer to, and vesting in Buyer, of Seller's right, title and interest in and to the Assets, free and clear of all Liens, in accordance with the terms of this Agreement.