

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



01-23-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #70

02-06-2001



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Department of Commerce
Patent and Trademark Office
TRADEMARK

1.23.0

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Submission Type

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

Conveyance Type

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

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

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02/05/2001 DBYRNE 00000260 75050875

01 FC:481
02 FC:482

40.00 OP
150.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
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REEL: 002229 FRAME: 0777

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

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

Mark if additional numbers attached

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

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75050875"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1382092"/>	<input type="text" value="1440471"/>	<input type="text"/>
<input type="text" value="75050874"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2017261"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75018867"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1501981"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

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

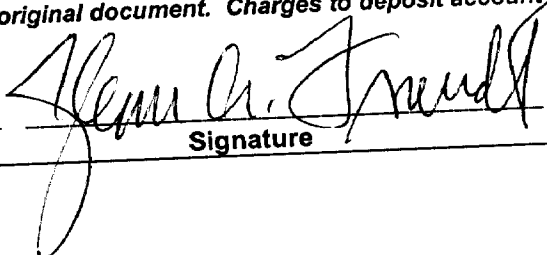
Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Glenn Friendt  Jan 18, 2001
Name of Person Signing Signature Date Signed

HCC COMMUNICATIONS, INC.

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of this 11th day of September, 1997, by and between HCC Communications, Inc., a Delaware corporation with its principal offices in Lincoln, Nebraska doing business as HealthCare Communications (Seller), certain of the shareholders of Seller who are set forth in the signature page(s) hereof (Designated Seller's Shareholders), GLR Systems, Inc. d/b/a UNIDENT, a Nebraska corporation (Buyer), and certain of the shareholders of Buyer who are set forth in the signature page(s) hereof (Designated Buyer's Shareholders). The Seller, Designated Seller's Shareholders, Buyer and Designated Buyer's Shareholders are sometimes referred to collectively herein as the "Parties".

RECITALS

WHEREAS, Seller provides software and hardware sales and support to the dental, medical and chiropractic marketplaces from Seller's offices located in Lincoln, Nebraska;

WHEREAS, Seller desires to sell and/or license certain assets relating to the dental portion of its business as more specifically defined hereinafter to Buyer and Buyer desires to purchase and/or license such assets (and assume certain liabilities) of Seller upon the terms and conditions set forth herein;

WHEREAS, the Designated Seller's Shareholders will receive benefit from the sale by Seller of such assets as set forth herein; and

WHEREAS, the Designated Buyer's Shareholders will receive benefit from the purchase by Buyer of such assets as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises made herein, and in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows:

1. DEFINITIONS

1.1 Definitions. As used in this Agreement and, unless the context requires otherwise, in each other agreement, document or instrument delivered under or in connection with this Agreement:

"Agreement" means this Asset Purchase Agreement, together with all Exhibits and Schedules hereto.

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"Approvals" has the meaning given it by Section 4.9.

"Assets" means the assets being purchased and sold hereunder, as defined in Section 2.1.

"Assigned Contracts" has the meaning given it by Section 3.2(c).

"Assumed Liabilities" means the debts, obligations, Contracts and liabilities being assumed or discharged by Buyer hereunder, as defined in Section 3.2.

"Buyer" means GLR Systems, Inc. d/b/a UNIDENT Practice Performance Systems, a Nebraska corporation, or any Subsidiary or affiliate thereof designated by GLR Systems, Inc. as the Buyer hereunder.

"Buyer's Accountants" means Baird, Kurtz & Dobson, certified public accountants.

"Buyer's Counsel" means Brashear & Ginn.

"Closing" means the closing of the purchase and sale hereunder.

"Closing Date" means the date of the Closing, as defined in Section 9.1.

"Closing Statement" has the meaning given it by Section 2.6.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contracts" means and includes all contracts, subcontracts, agreements, leases, options, notes, bonds, mortgages, indentures, deeds of trust, collateral assignments of leases and rights, guarantees, licenses, franchises, permits, purchase orders, sales orders, arrangements, transactions, commitments, undertakings and understandings of every kind, written or oral, relating to the Dental Business or Buyer's business, as the case requires.

"Dental Business" means Seller's business of providing software and hardware sales for billing, clinical, practice management, and support to the dental marketplace.

"Disclosure Schedules" means the various written schedules of disclosures (sometimes with references to Sections hereof) concerning the Dental Business or Buyer's business initialled and delivered by the parties to each other at or prior to the execution of this Agreement.

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"Encumbrances" means and includes (a) all interests securing obligations owed to any Person, whether based on common law, statute or Contract, including those arising from mortgages, indentures, deeds of trust, leases, collateral assignments of leases and rights, liens, pledges, conditional sales contracts, consignments and bailments, (b) all reservations, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, charges, claims, leases and other similar title exceptions and encumbrances, (c) all liens of any taxing authority, (d) all landlords', mechanics', materialmen's, warehousemen's, carriers' and similar liens, and (e) all judgments and other burdens and charges of every kind, in any case irrespective of whether the same are of record.

"Environmental Laws and Regulations" means any federal, state or local statute, code, ordinance, rule or regulation as of the date hereof relating to (i) air emissions, (ii) discharges of water, (iii) generation, storage, transportation or disposal of hazardous wastes and solid wastes, (iv) use or storage of Hazardous Substances, (v) registration or testing of tanks storing petroleum products and Hazardous Substances, and (vi) registration, labelling, handling and use of pesticides.

"Excluded Assets" means the assets of Seller not being purchased and sold hereunder, as described in Section 2.2.

"Financial Statements" means, as to Seller, the operating statements of the Dental Business as of December 31, 1996, 1995 and 1994, and the related statements of income and retained earnings and cash flows for the years then ended, and the notes and schedules thereto; and means, as to Buyer, the operating statements of Buyer as of December 31, 1996, 1995 and 1994, and the related statements of income and retained earnings and cash flows for the years then ended, and the notes and schedules thereto.

"GAAP" means, at any time, generally accepted accounting principles, methods and practices (a) then set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants, and statements and pronouncements of the Financial Accounting Standards Board or of such other entity as may then be approved by a significant segment of the accounting profession, which are (b) consistently maintained and applied throughout the periods referenced.

"Hazardous Substances" means (i) hazardous materials, hazardous substances, hazardous wastes, low-level radioactive waste, toxic substances, asbestos, polychlorinated biphenyls, pollutants and other substances as defined in or regulated under CERCLA, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Clean Water Act, and the Clean Air Act, their state counterparts and the regulations promulgated

thereunder, as of the date hereof, (ii) petroleum and petroleum products including crude oil and any fractions thereof, and (iii) natural gas, synthetic gas, and any mixtures thereof.

"Intellectual Property Rights" means all intangible proprietary rights of any kind relating to the Dental Business, or Buyer's business, as the case requires, including those relating to industrial, software or intellectual property rights known or recognized by law, and including the intellectual property rights described in Disclosure Schedule 2.1(g), intellectual property rights relating to the Software and the right and quitclaim license to use the name "HealthCare Communications" with regard to the Dental Business.

"Latest Financial Statement" means the unaudited operating statement of the Dental Business or Buyer's business, as the case requires, as of August 31, 1997, and the related statements of income and changes in financial position for the period then ended, and the notes and schedules thereto.

"Lease" means the leasehold interest in real property of Seller being purchased by Buyer hereunder, as defined in Disclosure Schedule 2.1(a).

"Non-Competition Agreement" means the five (5) year non-competition agreement substantially in the form of Exhibit A to be entered into by Seller, the Designated Seller's Shareholders, Buyer and the Designated Buyer's Shareholders at the Closing.

"Person" means and includes any individual, partnership, corporation, limited liability company, trust, unincorporated organization or other entity, and any government or governmental authority, agency or political subdivision thereof.

"Purchase Price" means the purchase price to be paid for the Assets, as set forth in Section 2.4.

"Seller" means HCC Communications, Inc., a Delaware corporation.

"Seller's Counsel" means Rembolt Ludtke & Berger.

"Software" has the meaning given it by Section 2.1(e).

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, joint venture, trust or other entity of which such Person, directly or indirectly, owns an amount of voting securities, or possesses other ownership interests, having the power, direct or indirect, to elect a majority of the Board of Directors or other governing body thereof.

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"Taxes" means any federal, state, local or foreign income, gross receipts, capital stock, franchise, employee's income withholding, foreign withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, value added, alternative or add-on minimum or other tax, including any interest, penalties or additions to tax in respect of the foregoing, whether disputed or not, with respect to any period prior to the Closing Date.

"Trademarks" has the meaning given it by Section 2.1(g).

As used in this Agreement and, unless the context requires otherwise, in each other agreement, document or instrument delivered under or in connection with this Agreement, all accounting terms not otherwise defined herein or therein shall have the meanings assigned to them in accordance with GAAP. Any of the terms defined in this Section 1 may, unless the context requires otherwise, be used in the singular or the plural depending on the reference. Wherever used herein, the masculine pronoun shall include the feminine and the neuter, as appropriate in the context. With respect to any matter or thing, "including" or "includes" means including but not limited to such matter or thing.

2. PURCHASE AND SALE

2.1 Transfer of Assets. Subject to all of the terms and conditions of this Agreement, at the Closing Seller shall, as applicable, sell, license, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase, license, and accept from Seller, all of the assets, of every nature and description whatsoever and wherever situated, tangible or intangible, whether or not the same have any book value, owned by Seller on the Closing Date and used in the conduct of the Dental Business (collectively, the "Assets"), including:

(a) at Buyer's option, a sublease interest in and to all of Seller's leasehold interests in the first floor office space together with the fixtures, leasehold improvements, and the wiring for local area network and telephone currently leased by Seller from the Richard E. Jacobs Group, located at 200 Greentree Court, 210 Gateway, Lincoln, Nebraska 68505-2481 (Lease) as more particularly disclosed in Disclosure Schedule 2.1(a);

(b) the tangible personal property, including office furniture, office equipment, computers, machinery, fixtures, leasehold improvements and supplies, wherever located, used in the conduct of the Dental Business, any single item of which having a value greater than \$100 being more particularly described in Disclosure Schedule 2.1(b), together with related product warranties, maintenance contracts and the like;

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(c) all client lists for all DentalMac clients described in Disclosure Schedule 2.1(c), and all associated rights to the DentalMac client base;

(d) all of Seller's rights under all service and support contracts for the DentalMac client base, under open sales or purchase orders relating to the Dental Business and Seller's interest in and to all other Contracts identified in Disclosure Schedule 2.1(d), which Disclosure Schedule shall be adjusted as of the Closing Date to reflect all service and support contracts for the DentalMac client base as of such date, together with related product warranties, maintenance Contracts and the like;

(e) all the source and object code for the DentalMac software and all its iterations since inception including any source and object code and iterations thereof currently in development plus all development documentation and an exclusive limited perpetual license in and to all the source and object code for the MediMax software and all iterations since inception including any source and object code and iterations thereof currently in development plus all development documentation for possible modification to a dental software application, all as more particularly described in Disclosure Schedule 2.1(e) (collectively the "Software"). It is specifically understood that said exclusive limited perpetual MediMax license shall permit Buyer to use the MediMax software solely in the conduct of the Dental Business and for no other purpose and shall be in the form of Exhibit F. At Closing, the Software shall be delivered to Buyer on computer hard drive(s);

(f) all of Seller's inventories of DentalMac software and manuals, packaging materials, work in progress, finished goods and other supplies used in the conduct of the Dental Business as more particularly described in Disclosure Schedule 2.1(f), which Disclosure Schedule shall be adjusted as of the Closing Date to reflect purchases, sales and production in the operation of the Dental Business after the date hereof;

(g) all of Seller's Intellectual Property Rights applicable to the Dental Business, including (i) all assumed names, brand names, trade names, trademark and/or service mark registrations, applications for trademark and/or service mark registrations, trademarks and service marks of Seller as more particularly described in Disclosure Schedule 2.1(g), and the goodwill associated therewith and all variants thereof including the names "DentalMac" and "DentalMax" (the "Trademarks"), (ii) patents, applications for patents, copyrights and license agreements of Seller and governmental approvals and/or registrations, and (iii) all of Seller's other proprietary information, including trade secrets, trade

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dress, know-how, object code, development documents and specifications, operating data, customer lists and other information pertaining to the Dental Business and Software;

(h) all of Seller's business and operational records relating to the Dental Business, including client files and records, software license agreements, support history, office and sales records, government records, blueprints, marketing strategies, inventory lists and records, environmental audits, studies or reports, permits, approvals and variances, whether in paper or electronic format;

(i) the client database tracking system of Seller with all dental client records in place;

(j) all of Seller's sales materials, advertising materials, promotional materials, artwork, film and associated materials related to the Dental Business;

(k) all of Seller's prepaid expenses for the Dental Business necessary for the ongoing operation of the Dental Business and of benefit to Buyer, including prepaid insurance and prepaid deposits, as more particularly described in Disclosure Schedule 2.1(k);

(l) all Contracts, including any software license agreements, support and enhancement agreements, client agreements, third-party products, licenses or agreements related to the ongoing operation of the Dental Business;

(m) the sales order entry application and database of Seller with all dental client records in place; and

(n) all other assets of Seller, not described above or listed on the foregoing Disclosure Schedules, which are acquired by Seller in the ordinary course of the operation of the Dental Business between the date hereof and the Closing Date.

2.2 Excluded Assets. Notwithstanding the foregoing, the "Assets" shall not include, and Buyer shall not acquire hereunder the following (collectively, the "Excluded Assets"):

- (a) the assets of Seller not identified in Section 2.1 hereof used in the operation of the software and hardware sales and support business of Seller to the healthcare marketplace or any other business and activity of Seller;
- (b) any of the capital stock of any Subsidiary of Seller;

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- (c) Seller's shareholder records, corporate minute books, bank account records and tax returns;
- (d) Seller's cash on hand or in bank accounts;
- (e) the tangible personal property of Seller utilized in the operation of the software and hardware sales and support to the medical and chiropractic marketplace and Seller's business lines other than the Dental Business, together with related product warranties, maintenance contracts and the like;
- (f) Seller's leasehold interest with respect to the Lease with the Richard E. Jacobs Group for the second and third floor office space including fixtures, leasehold improvements, the wiring for local area network and telephone for the property located at 200 Greentree Court, 210 Gateway, Lincoln, Nebraska 68505-2481;
- (g) any pension plan, welfare plan or benefit arrangements of Seller, or any interest therein; and
- (h) Seller's accounts receivable, whether or not related to the Dental Business.

2.3 Use of Seller's Name. In furtherance of the purchase and sale of the Assets hereunder, Seller shall, if so requested by Buyer, grant to Buyer a free non-transferable nonexclusive quitclaim license to use the name "HealthCare Communications" in connection with the operation of the Dental Business for one (1) year after the Closing pursuant to an agreement in form of Exhibit B. It is specifically understood that Seller changed its name in connection with its reincorporation in Delaware in 1995 and its sole registered right to the name "HealthCare Communications" consists of a Nebraska tradename registration.

2.4 Purchase Price; Allocation; Payment. In consideration of the transfer of the Assets and the assumption of the Assumed Liabilities, Buyer shall pay Seller at Closing, One Million Five Hundred Thousand Dollars (\$1,500,000.00) to be paid in immediately available funds to Seller or to such other Person on behalf of Seller as is required to release any Encumbrances on the Assets (the "Purchase Price").

The Purchase Price shall be allocated among the Assets in the manner set forth in Exhibit C.

2.5 Contract Damages.

(a) Buyer and Seller agree that if the Closing does not occur by reason of an intentional or willful, knowing breach by Buyer or Seller of a covenant, the non-breaching party may pursue any of its legal or equitable remedies for actual damages sustained by reason of such breach and the amount of any such damages shall not be limited by any provision of this Agreement.

(b) Buyer and Seller agree that if the Closing does not occur by reason of any event or circumstance other than those described in subparagraph (a) of this Section 2.5, this Agreement shall be deemed terminated and shall become void and of no effect, without any liability on the part of either party.

2.6 Preparation of Closing Statement and Determination of Payment Adjustment. Five (5) business days prior to the Closing Date, Seller shall prepare a proposed closing statement (Closing Statement) in accordance with GAAP setting forth adjustments to the Assets, Assumed Liabilities, Financial Statements, Excluded Assets, client list, inventories, unearned income, and prepaid expenses and submit same for the review of Buyer and Buyer's Accountants. In addition, Buyer and Buyer's Accountants shall be entitled to be present at and to observe the activities of Seller with respect to the gathering of information and data relating to and comprising the basis of the Closing Statement. Buyer and Buyer's Accountants shall be entitled to review the Closing Statement prior to issuance and shall be entitled to receive copies of any information and data relating to and comprising the basis for the Closing Statement.

3. LIABILITIES AND CONTRACTS

3.1 No Assumption of Liabilities or Contracts. It is expressly understood and agreed that Buyer does not assume nor shall it be liable for any liability, obligation, claim against or Contract of Seller of any kind or nature, at any time existing or asserted, whether or not accrued, whether fixed, contingent or otherwise, whether known or unknown, whether or not recorded on the books and records of Seller, and whether or not set forth in the Disclosure Schedules, arising out of or by reason of this or any other transaction or event occurring prior or subsequent to the Closing, unless such liability, obligation, claim or Contract is expressly assumed by Buyer under Section 3.2. Seller shall pay or make adequate provision for the payment of all of the liabilities of Seller of every kind and nature not so assumed by Buyer, and Seller shall indemnify Buyer, as provided by Section 6.1, with respect to all such liabilities, obligations, claims against and Contracts of Seller not assumed by Buyer under Section 3.2.

3.2 Liabilities and Contracts Assumed. Subject to all of the terms and conditions of this Agreement, at the Closing Buyer shall assume and become responsible to reimburse Seller or to pay, perform and discharge, to the extent the same were not required to have been paid, performed or discharged by Seller prior to the Closing, only the following debts, obligations, Contracts and liabilities of Seller, and no others:

(a) the service and support contracts for the DentalMac client base identified in Disclosure Schedule 2.1(d);

(b) the office space Lease obligations referred to in Disclosure Schedule 2.1(a) in the event, and only in the event, Buyer elects to sublease the first floor of the leased premises under the Lease pursuant to Section 10.6; and

(c) the other Contracts of Seller identified in Disclosure Schedule 3.2(c) (true, correct and complete copies of which are contained in Disclosure Schedule 3.2(c)) or entered into by Seller between the date hereof and the Closing Date in the ordinary course of the Dental Business (Assigned Contracts);

(collectively, the "Assumed Liabilities"). Upon assumption by Buyer of the Assumed Liabilities, Buyer shall be entitled to all of Seller's rights and benefits thereunder and shall relieve Seller of its obligations to perform the same. Buyer shall indemnify Seller, as provided by Section 7.1, with respect to all of the Assumed Liabilities from and after the Closing Date.

4. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller and the Designated Seller's Shareholders hereby jointly and severally represent and warrant to Buyer, as of the date hereof and as of the Closing Date, as follows:

4.1 Organization, Standing and Power. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is authorized to conduct business in Nebraska as a foreign corporation. Seller has all necessary corporate power and authority to enter into this Agreement, to comply with the provisions hereof and consummate the transactions herein contemplated.

4.2 Authority for Transaction. Seller's execution and delivery of this Agreement, its compliance with the provisions hereof and the consummation of all of the transactions contemplated hereby have all been duly and validly authorized by all necessary corporate action on the part of Seller, and this Agreement is valid and binding upon Seller and the Designated Seller's Shareholders in accordance with its terms.

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4.3 No Conflict. Neither the execution and delivery of this Agreement by Seller, nor compliance by Seller with any of the provisions hereof, nor the consummation of the transactions contemplated hereby, will:

(a) conflict with or result in a breach of any provision of Seller's Certificate of Incorporation or By-laws;

(b) result in a default, or give rise to any right of termination, cancellation or acceleration, under any term, condition or provision of any Contract, Encumbrance or other instrument or obligation to which Seller or any Subsidiary of Seller is a party or by which they or any of their respective properties or assets may be bound; or

(c) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Seller, any Subsidiary of Seller or any of their respective properties or assets.

No consent, waiver or approval by, notice to or filing with any Person is required in connection with the execution and delivery of this Agreement by Seller, compliance by Seller with any of the provisions hereof or the consummation of the transactions contemplated hereby.

4.4 Financial Statements. Seller has heretofore delivered to Buyer true, correct and complete copies of the Financial Statements and will deliver to Buyer before Closing true, correct and complete copies of the Latest Financial Statement. The Financial Statements are and the Latest Financial Statement will be in accordance with the books of account and records of Seller and have and will have been prepared in accordance with GAAP. The Financial Statements fairly present and the Latest Financial Statement will fairly present Seller's financial position as at the dates thereof and the results of Seller's operations, changes in Seller's financial position and other information of Seller included therein for the periods or as at the dates therein set forth. The Financial Statements show and the Latest Financial Statement will show all assets and liabilities of any kind or nature, direct or indirect, absolute or contingent, existing as of the dates indicated and required to be disclosed in accordance with GAAP.

4.5 No Undisclosed Liabilities. Seller does not have, nor are any of the Assets subject to, any debt, liability or obligation, except for (i) those reflected in the Latest Financial Statement, and (ii) those incurred since the date hereof through the Closing Date in the ordinary course of business.

4.6 Absence of Certain Changes. Since the date hereof, there has not been any adverse change in the condition (financial or otherwise), assets, liabilities making up the Dental Business, or

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any damage, destruction or loss, whether or not covered by insurance, materially and adversely affecting the Dental Business. Since the date hereof, Seller has not:

(a) created, assumed or permitted to exist any Encumbrance on any of the Assets other than those which existed on that date;

(b) sold, leased or otherwise transferred any of the Assets, or cancelled any of its rights or claims, other than in the ordinary course of business for fair and adequate consideration in money or money's worth;

(c) sold, assigned or transferred any of its Intellectual Property Rights;

(d) lost, surrendered or had suspended, revoked or limited any license, permit or other right granted by any governmental authority to operate any Asset or the Dental Business in the manner in which it was intended to be operated;

(e) entered into any material Contract relating to the Dental Business or Assets not in the ordinary course of business, or cancelled, modified adversely, in any material respect, assigned, encumbered or in any way discharged or terminated (other than by performance) any such material Contract;

(f) received any notice of termination of or default under any material Contract relating to the Dental Business or Assets;

(g) allowed to occur or exist any material event of default under any material Contract relating to the Dental Business or Assets to which it is a party;

(h) made any material change in any credit terms regarding the customers of the Dental Business, except to customers in the ordinary course of business pursuant to established credit policies or made any loan or advance regarding any Assets;

(i) made any material expenditure, or any commitment therefore affecting the Dental Business or Assets, except in the ordinary course of business;

(j) reduced or failed to carry insurance covering the Dental Business or Assets in at least the respective amounts carried on the date hereof;

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(k) experienced any material adverse change in its relationship with any Dental Business suppliers, brokers, distributors, dealers, agents or customers, except as a result of entering into this Agreement;

(l) experienced any other material adverse change in the Dental Business or Assets;

(m) altered or revised any of its accounting principles, procedures, methods or practices as they relate to the Dental Business or Assets;

(n) entered into any software license agreements, support and enhancement agreements, client agreements, third-party products licenses or agreements affecting the Dental Business except as are in the ordinary course of business and consistent with the past practices of Seller; or

(o) agreed to do any of the things described in this Section 4.6.

4.7 Title. Seller has good and marketable title to the Assets and shall transfer the same to Buyer at the Closing free and clear of all monetary liens and Encumbrances. Seller has not sold, licensed, transferred, conveyed, assigned or delivered the Assets to any other Person.

4.8 Compliance with Laws. (a) Seller is in material compliance with all applicable laws, rules, ordinances, orders and regulations as they relate to the conduct of the Dental Business, and Seller is unaware of any basis for any action, suit or proceeding arising out of or in connection therewith; (b) Seller has not received any notice of any violation of any such law, rule, ordinance, order or regulation, and Seller is not subject to any settlement agreement or consent decree with continuing obligations or restrictions on Seller as they relate to the conduct of the Dental Business; and (c) each item comprising the Assets and the current uses thereof conform in all material respects to all such laws, rules, ordinances, orders and regulations, and all franchises, permits, licenses and other documents necessary for Seller to own, use and transfer the Assets have been obtained and are in full force and effect.

4.9 Licenses and Registrations. (a) Seller has all material permits, licenses, registrations and approvals (collectively, the "Approvals") necessary to carry on the Dental Business in accordance with the requirements of applicable laws, rules, ordinances, orders and regulations, and (b) Seller is not in violation or breach of any of the material terms, requirements or conditions of any of the Approvals. Disclosure Schedule 4.9 sets forth a complete and accurate listing of all the Approvals issued

to, possessed by or otherwise in effect with respect to the Dental Business.

4.10 Lease. The Lease is in full force and effect. There exists no pending or threatened eviction, condemnation, eminent domain or similar proceedings with respect to, or which could affect, the Lease as to the portion of the leased premises which Buyer may sublease from Seller.

4.11 Tangible Personal Property. All of the tangible personal property owned or leased by Seller which is necessary for or used in the operation of the Dental Business is in good operating condition and repair (ordinary wear and tear excepted), except where the failure of any such personal property to be in good operating condition and repair, either individually or in the aggregate, would not have a material adverse effect on the Dental Business taken as a whole.

4.12 Inventory. All of the inventory of Seller described in Disclosure Schedule 2.1(f):

(a) is properly valued at the lower of cost (first-in, first-out) or market (as defined in the notes to the Financial Statements) in accordance with GAAP;

(b) was paid for in full or liability for the unpaid purchase price thereof was fully recognized in the Financial Statements; and

(c) consists of the kind and quality which has been regularly used in the Dental Business.

None of such inventory has been consigned to or bailed with others, and all of such inventory is located in the State of Nebraska.

4.13 Intentionally Omitted.

4.14 Intellectual Property and Software.

(a) Disclosure Schedule 2.1(g) is a true, correct and complete list of all of Seller's patents, applications for patents, copyrights and license agreements relating to the Dental Business used, owned and granted to Seller, and all assumed names, brand names, trade names, trademark or service mark registrations, applications for trademark or service mark registrations, trademarks or service marks relating to the Dental Business. None of the past or present employees, officers, directors or members of Seller has any material rights in any of the inventions or Software, whether or not patented or copyrighted, which have been or are used by Seller in the Dental Business or which pertain to the Dental Business. Seller has not granted any outstanding

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licenses or other rights to know-how or other Intellectual Property Rights owned by or licensed to Seller and relating to the Dental Business. Seller is not liable, nor has it made any Contract whereby it may become liable, to any Person for any royalty or other compensation for the use of any invention or software, whether or not patented, trademark, trade name or copyright relating to the Dental Business.

(b) Except as stated in Disclosure Schedule 2.1(g), Seller has the unrestricted right to use the Intellectual Property Rights being transferred or licensed hereunder, including the Software, the names "DentalMac", "DentalMax", and "HealthCare Communications" and all other names and marks set forth in Disclosure Schedule 2.1(g). To the best knowledge of Seller, there is no patent, technical development, invention or software owned by any other Person which could materially and adversely affect its Intellectual Property Rights.

(c) (i) To the best knowledge of Seller, the Trademarks and Software and the use thereof by Seller in the United States and elsewhere throughout the world do not infringe on any intellectual property rights of any third parties, (ii) Seller is unaware that there is any basis for any such claim if made hereafter, (iii) to the best knowledge of Seller, no third party is infringing on the Trademarks or Software, and (iv) the Intellectual Property Rights are free and clear of all Encumbrances. There is no action, suit or proceeding pending or threatened against Seller with respect to the Trademarks or Software. To the best knowledge of Seller, Seller has the exclusive and unrestricted right to use the Trademarks and Software.

(d) The Trademarks are registered as indicated on Disclosure Schedule 2.1(g). Except as specified on Disclosure Schedule 2.1(g), the date of first use claimed in each such registration is based on bona fide sales of goods in interstate commerce, and Seller has used the Trademarks continuously from the date of first use claimed to the date of this Agreement.

(e) Except as stated in Disclosure Schedule 2.1(g), to the best knowledge of Seller the Trademarks include all of the trademarks, brandnames, trade names, service marks (including all applications, registrations, extensions, renewals and derivations thereof) which relate to the Dental Business and which are necessary to permit the continuation of the sale and license of products of the Dental Business after the Closing.

(f) The Software includes all source and object code and all iterations since inception including any source and object code and iterations thereof currently in development plus all development documentation related thereto.

(g) None of the rights of Seller in, to and under the Trademarks or Software shall be adversely affected by consummation of the transactions contemplated by this Agreement and all of such rights are fully assignable to Buyer.

4.15 Assigned Contracts. Seller has heretofore delivered to Buyer true, correct and complete copies of each of the Assigned Contracts. To Seller's best knowledge, each of the Assigned Contracts is valid and binding, in full force and effect and is fully assignable to and assumable by Buyer. Seller has not sold, licensed, transferred, conveyed, assigned or delivered the Assigned Contracts or the client list described in Disclosure Schedule 2.1(c) to any other Person. There has not been under any of the Assigned Contracts any uncured default by Seller or, to Seller's best knowledge, of any other party thereto, nor any uncured or unwaived event which, after notice or lapse of time, or both, would constitute any such default or result in a right to accelerate against or a loss of rights by Seller. All options to renew or extend the term of any lease included in the Assigned Contracts which are exercisable by Seller no later than the date hereof have been duly exercised, and all such options which are exercisable no later than the Closing Date will have been duly exercised by Closing.

4.16 Other Contracts. Seller is not a party to, or otherwise bound by, any Contract or other instrument which is adverse, or otherwise harmful, to any of the Assets or the Dental Business. There has not been any uncured default by Seller, nor any uncured or unwaived event which, after notice or lapse of time, or both, would constitute any such default or result in a right to accelerate against or a loss of rights by Seller, in any material obligation to be performed by Seller under any Contract or other instrument now in effect relating to the Assets or the Dental Business, nor has Seller waived any material right thereunder.

4.17 Legal Proceedings, Etc. Except as set forth on Disclosure Schedule 4.17, there is no legal, equitable, administrative or arbitration action, suit, proceeding or known investigation pending or threatened against or affecting Seller, any Subsidiary of Seller or any of their respective assets which, if adversely determined, could reasonably be expected to materially and adversely affect the Dental Business or the operations or properties making up the Dental Business, taken as a whole, or the ability of Seller to consummate the transactions contemplated hereby and to the best knowledge of Seller there is no basis for any such action, suit, proceeding or investigation. Except as set forth on Disclosure Schedule 4.17, there is no judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator outstanding against Seller or any Subsidiary of Seller affecting the Dental Business or Assets.

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4.18 Tax Matters. Except as set forth on Disclosure Schedule 4.18, there is not pending or ongoing with any federal or state income taxing authority any Tax examination or audit, nor has Seller received any notice of the intention of any taxing authority to conduct such an examination or audit which, if concluded adversely to Seller, would have any effect on title to the Assets or the Dental Business or on the ability of Seller to consummate the transactions herein contemplated.

4.19 Insurance. Disclosure Schedule 4.19 contains an accurate description of all fire, theft, casualty, liability, life, hospitalization, medical reimbursement and other insurance coverage insuring the Assets, properties and operations of the Dental Business.

4.20 Labor Relations and Employment Issues. Seller is not in violation of any applicable laws, rules, regulations, standards and Contracts relating to employment or employee matters for which Buyer could become responsible in any manner as a result of the transactions described in this Agreement. No current or former employee of Seller will have any claim against Buyer, its officers, employees or agents under any law, rule, regulation, standard or Contract solely on account of or as a result of the transactions contemplated in this Agreement. Buyer shall not be liable for any severance pay or any other payment of monies to any employee of Seller as a result of the execution of this Agreement or the performance of the terms of this Agreement by the Parties, or for any other reason in any way related to the consummation of the transactions contemplated hereby.

4.21 Employee Benefit Plans. Seller does not maintain, administer or contribute to any employee benefit plan, pension plan or welfare plan for which Buyer will assume any obligation whatsoever under any such plan and Buyer shall not be obligated to any third party, employee, former employee, dependent or beneficiary for any claims under, distribution from, or matter relating to, any such plan in any manner as a result of the transactions described in this Agreement.

4.22 Environmental Matters. To Seller's best knowledge, there is no asbestos-containing materials in any of the leased premises, and Seller is in material compliance with all applicable Environmental Laws and Regulations, and applicable orders and directives of federal, state or local governments or governmental authorities.

4.23 Warranties. Seller has heretofore delivered to Buyer copies of all forms of product and service warranties utilized by Seller with respect to the products and services comprising the Dental Business. There are no outstanding claims or liabilities with respect to the products or services of the Dental Business sold by Seller in the ordinary course of business which, if

determined adversely to Seller, would have a material adverse effect on the Dental Business taken as a whole.

4.24 Brokers and Finders. Seller has not employed any broker or finder or incurred any liability for any brokerage fees or finders' fees in connection with the transaction contemplated hereby.

4.25 Non-Foreign Status. Seller is not a "foreign person" within the meaning of section 1445 of the Code.

4.26 Disclosure. To the best knowledge of Seller, no representation or warranty of Seller made in this Agreement, nor any of the Disclosure Schedules, Exhibits, documents, statements, certificates or other information furnished or to be furnished to Buyer on behalf of Seller pursuant hereto or in connection with the transactions contemplated hereby, contains (or will when furnished contain) any untrue statement of material fact.

5. BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer and the Designated Buyer's Shareholders hereby jointly and severally represent and warrant to Seller, as of the date hereof and as of the Closing Date, as follows:

5.1 Organization, Standing and Power. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Nebraska. Buyer has all necessary corporate power and authority to execute and deliver this Agreement, to comply with the provisions hereof and to consummate the transactions contemplated hereby.

5.2 Authority for Transaction. Buyer's execution and delivery of this Agreement, its compliance with the provisions hereof and the consummation of all of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of Buyer, and this Agreement is valid and binding upon Buyer in accordance with its terms.

5.3 No Conflict. Neither the execution and delivery of this Agreement by Buyer, nor compliance by Buyer with any of the provisions hereof, nor the consummation of the transactions contemplated hereby will:

(a) conflict with or result in a breach of any provision of Buyer's Articles of Incorporation or By-laws;

(b) result in a default, or give rise to any right of termination, cancellation or acceleration, under any term, condition or provision of any Contract, Encumbrance or other instrument or obligation to which Buyer is a party or by which it or any of its properties or assets may be bound; or

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(c) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Buyer or any of its properties or assets.

No consent, waiver or approval by, notice to or filing with any Person is required in connection with the execution and delivery of this Agreement by Buyer, compliance by Buyer with any of the provisions hereof or the consummation of the transactions contemplated hereby.

5.4 Legal Proceedings, Etc. There is no legal, equitable, administrative or arbitration action, suit, proceeding or known investigation pending or, to Buyer's best knowledge, threatened against or affecting Buyer or any of its assets which, if adversely determined, would adversely affect the ability of Buyer to consummate the transactions contemplated hereby.

5.5 Brokers and Finders. Buyer has not employed any broker or finder or incurred any liability for any brokerage fees, commission or finders' fees in connection with the transactions contemplated hereby.

5.6 Disclosure. To the best knowledge of Buyer, no representation or warranty of Buyer made in this Agreement, nor any Schedule, document, statement, certificate or other information furnished or to be furnished to Seller by or on behalf of Buyer pursuant hereto or in connection with the transactions contemplated hereby, contains (or will when furnished contain) any untrue statement of a material fact.

5.7 Financial Statements. Buyer has heretofore delivered to Seller true, correct and complete copies of the Financial Statements and will deliver to Seller before Closing true, correct and complete copies of the Latest Financial Statement. The Financial Statements are and the Latest Financial Statement will be in accordance with the books of account and records of Buyer and have and will have been prepared in accordance with GAAP. The Financial Statements fairly present and the Latest Financial Statement will fairly present Buyer's financial position as at the dates thereof and the results of Buyer's operations, changes in Seller's financial position and other information of Buyer included therein for the periods or as at the dates therein set forth. The Financial Statements show and the Latest Financial Statement will show all assets and liabilities of any kind or nature, direct or indirect, absolute or contingent, existing as of the dates indicated and required to be disclosed in accordance with GAAP.

5.8 No Undisclosed Liabilities. Buyer does not have, nor are any of its assets subject to, any debt, liability or obligation, except for (i) those reflected in the Latest Financial Statement, (ii) those disclosed to Seller in writing, (iii) those of public

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record, and (iv) those incurred since the date hereof through the Closing Date in the ordinary course of business.

5.9 Absence of Certain Changes. Except as otherwise disclosed to Seller on Disclosure Schedule 5.9, since the date hereof, there has not been any adverse change in the condition (financial or otherwise), assets, liabilities making up Buyer's business or operations, or any damage, destruction or loss, whether or not covered by insurance, materially and adversely affecting Buyer's business or operation. Since the date hereof, Buyer has not:

(a) created, assumed or permitted to exist any material Encumbrance on any of its assets other than those which existed on that date;

(b) sold, leased or otherwise transferred any of its assets, or cancelled any of its rights or claims, other than in the ordinary course of business for fair and adequate consideration in money or money's worth;

(c) sold, assigned or transferred any of its Intellectual Property Rights;

(d) experienced any material adverse change in its business, operations, assets, Contracts or relationships with any of its suppliers, brokers, distributors, dealers, agents or customers;

(e) experienced any other material adverse change in its operations or business;

(f) altered or revised any of its accounting principles, procedures, methods or practices as they relate to its business or assets;

(g) entered into any software license agreements, support and enhancement agreements, client agreements, third-party products licenses or agreements affecting its business or operations except as are in the ordinary course of business and consistent with the past practices of Buyer; or

(h) agreed to do any of the things described in this Section 5.9.

5.10 Title. Buyer has good and marketable title to its assets, free and clear of all liens and Encumbrances except those listed on Disclosure Schedule 5.10 and those created as a result of the transactions contemplated by this Agreement.

5.11 Compliance with Laws. (a) Buyer is in material compliance with all applicable laws, rules, ordinances, orders and regulations as they relate to the conduct of its business, and Buyer is unaware of any basis for any action, suit or proceeding

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arising out of or in connection therewith; and (b) Buyer has not received any notice of any violation of any such law, rule, ordinance, order or regulation, and Buyer is not subject to any settlement agreement or consent decree with continuing obligations or restrictions on Buyer as they relate to the conduct of its business.

5.12 Licenses and Registrations. (a) Buyer has all material Approvals necessary to carry on its business in accordance with the requirements of applicable laws, rules, ordinances, orders and regulations, and (b) Buyer is not in violation or breach of any of the material terms, requirements or conditions of any of the Approvals.

5.13 Contracts. Buyer is not a party to, or otherwise bound by, any material Contract or other instrument which is adverse, or otherwise harmful, to any of its assets or business. There has not been any uncured material default by Buyer, nor any uncured or unwaived material event which, after notice or lapse of time, or both, would constitute any such default or result in a right to accelerate against or a loss of rights by Buyer, in any material obligation to be performed by Buyer under any Contract or other instrument now in effect relating to its assets or business, nor has Buyer waived any material right thereunder.

5.14 Legal Proceedings, Etc. There is no legal, equitable, administrative or arbitration action, suit, proceeding or known investigation pending or threatened against or affecting Buyer, any Subsidiary of Buyer or any of their respective assets which, if adversely determined, could reasonably be expected to materially and adversely affect Buyer's business or the operations or properties making up Buyer's business, taken as a whole, or the ability of Buyer to consummate the transactions contemplated hereby, to make any payments due to Seller at or after the Closing, or to fulfill any other obligations to Seller under this Agreement and to the best knowledge of Buyer there is no basis for any such action, suit, proceeding or investigation. There is no judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator outstanding against Buyer affecting its business or assets.

5.15 Tax Matters. Except as set forth on Disclosure Schedule 5.15, there is not pending or ongoing with any federal or state income taxing authority any Tax examination or audit, nor has Buyer received any notice of the intention of any taxing authority to conduct such an examination or audit which, if concluded adversely to Buyer, could have a materially adverse effect on Buyer or its business taken as a whole.

5.16 Capital Structure. The capital structure of Buyer, the identity of Buyer's shareholders, the amounts of capital stock of Buyer owned by each of Buyer's shareholders, and the details on any amounts loaned to Buyer by any of Buyer's shareholders or their affiliated Persons or entities are set forth on Disclosure Schedule

5.16 attached hereto and incorporated herein by reference. Seller shall keep the information disclosed pursuant to this Section 5.16 strictly confidential prior to and following the Closing except as may otherwise be required by law.

6. SELLER'S COVENANTS

6.1 Indemnification.

(a) Subject to the limitations contained in this Section 6.1 and Section 11.1, Seller and the Designated Seller's Shareholders shall be responsible for, and hereby indemnify and hold Buyer and its directors, officers, employees, shareholders, agents, successors and assigns harmless from, against and in respect of:

(1) all liabilities, obligations, claims against and Contracts of Seller of every kind and nature whatsoever, at any time existing or asserted, whether or not accrued, whether fixed, contingent or otherwise, whether known or unknown, whether or not recorded on the books and records of Seller, and whether or not set forth in the Disclosure Schedules, arising out of or by reason of this or any other transaction or event occurring or any relationship entered into prior or subsequent to the Closing, which are not expressly assumed by Buyer under Section 3.2 of this Agreement;

(2) all liabilities, obligations and claims relating to product and service liabilities for sales and service by Seller prior to the Closing except as otherwise specifically provided herein;

(3) all liabilities, obligations and claims against Seller or Buyer of every kind or nature by any employee or agent of Seller terminated by Seller and/or not hired by Buyer;

(4) all losses, damages and deficiencies resulting from any failure or breach of any representation or warranty, or any breach or nonfulfillment of any covenant or agreement, of Seller made in this Agreement; and

(5) all actions, suits, proceedings, claims, demands, assessments, judgments, fines, penalties, amounts paid in settlement, costs and expenses (including reasonable attorneys' fees and expenses) incident to any of the foregoing clauses (1) through (4).

(b) Buyer shall give notice to Seller of any demand for indemnification under this Section 6.1, stating in reasonable detail the nature thereof. Seller shall have the right, at its option, to defend against any claim made against Buyer by any Person not party to this Agreement or affiliated with a party to

this Agreement (a "Third Party Claim") at its expense and with its counsel (provided that such counsel is reasonably satisfactory to Buyer). If Seller elects to defend against a Third Party Claim, Buyer shall cooperate in all reasonable respects with Seller in such defense, shall make available to Seller all records and other materials reasonably required by Seller in such defense, and shall have the right to participate in such defense at its expense, but Seller shall at all times control such defense. In no event shall Buyer be liable for any settlement entered into or admission of liability made with respect to any Third Party Claim without its prior written consent.

(c) Any indemnification obligation of Seller under this Section 6.1 shall be set off against and reduced by (i) any insurance proceeds received by Buyer with respect to the loss giving rise to such indemnification obligation, (ii) any net reduction of taxes actually realized by Buyer on account of such loss giving rise to such indemnification obligation, and (iii) damages or losses incurred by Buyer which in the aggregate do not exceed the sum of \$25,000; provided, however, the payment of any such indemnification obligation shall not be delayed by determination of such set-off or reduction, but the parties shall cooperate in order to promptly determine the amount of any such set-off or reduction. Upon becoming aware of any event which could reasonably be expected to give rise to an indemnification obligation under this Section 6.1, Buyer shall take all reasonable steps to mitigate the losses giving rise to such indemnification obligation.

6.2 Affirmative Covenants of Seller Prior to Closing. During the period from the date hereof to the Closing Date, Seller shall:

(a) afford representatives (including Buyer's Accountants, agents and consultants) of Buyer, upon reasonable notice, access during reasonable business hours to Seller's offices, buildings, equipment, records, files, and books of account relating to the Dental Business, furnish Buyer with all information concerning the Dental Business as Buyer may reasonably request, and permit representatives of Buyer to make extracts from and copies of all of Seller's agreements, appraisals, reports, records, books of account and files relating to the Dental Business, and otherwise cooperate fully with Buyer's due diligence review of the Dental Business;

(b) conduct the Dental Business and its operations in the same manner in which the same have heretofore been conducted and maintain its books of account in the same manner as heretofore maintained;

(c) preserve Seller's relationships with its dental customers, distributors, employees and others having business relations with the Dental Business, except to the extent the

same may be modified or terminated by Seller in the ordinary course of business;

(d) maintain each of the Assigned Contracts in full force and effect in accordance with their terms;

(e) maintain the Approvals and any other licenses or permits necessary to the conduct of the Dental Business in full force and effect in accordance with their terms;

(f) promptly notify Buyer orally and in writing of any change in the Dental Business, results of operations, financial condition, assets, liabilities or prospects of Seller which may be materially adverse, either singly or in the aggregate, to the Assets or to the Dental Business taken as a whole; and

(g) promptly notify Buyer orally and in writing if, to the knowledge of Seller, any representation or warranty made in this Agreement, the Disclosure Schedules or any document, statement, certificate or other information furnished or to be furnished to Buyer on behalf of Seller, pursuant hereto or in connection with the transactions contemplated hereby, contains any untrue statement of material fact or omits to state a material fact.

Section 6.3 Negative Covenants of Seller Prior to Closing.

During the period from the date hereof to the Closing Date, Seller shall not, unless Buyer shall have given its consent thereto in writing:

(a) create, assume or permit to exist any additional Encumbrance on any of the Assets other than those existing on July 1, 1997;

(b) sell, lease or otherwise transfer any of the Assets, or cancel any of its rights or claims related thereto, other than in the ordinary course of business for fair and adequate consideration in money or money's worth;

(c) sell, assign, transfer or license any Intellectual Property Rights or act or fail to act in any manner that would cause the Intellectual Property Rights to diminish in value prior to the Closing;

(d) incur any other liability or obligation, whether absolute or contingent, affecting the Dental Business or Assets, other than current liabilities incurred in the ordinary course of business;

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(e) pay, prepay or discharge any liability or obligation of the Dental Business except as required pursuant to the terms thereof;

(f) lose, surrender or have suspended, revoked or limited any license, permit or other right granted by any governmental authority to operate any Asset or conduct the Dental Business in the manner in which it was intended to be operated;

(g) enter into any material Contract relating to the Dental Business or Assets not in the ordinary course of business, or cancel, modify, assign, encumber or in anyway discharge or terminate (other than by performance) any such material Contract in any material respect;

(h) allow to occur or exist any event of default under any material Contract relating to the Dental Business or Assets to which it is a party;

(i) make any changes in the terms of credit extended to customers of the Dental Business except in the ordinary course of business pursuant to established credit policies;

(j) make any material capital expenditure or any commitment effecting the Dental Business or Assets except in the ordinary course of business;

(k) fail to carry insurance in at least the respective amounts set forth in Disclosure Schedule 4.19;

(l) alter or revise any of its accounting principles, procedures, methods or practices; or

(m) agree to do any of the things described in this Section 6.3.

6.4 Notices to and Consents of Third Parties. Seller shall in a timely fashion give all notices to and make all filings with all governmental authorities and other Persons required to be given or made by Seller under any license, authorization, Contract or other instrument or otherwise in connection with the transactions contemplated by this Agreement. Seller shall use its best efforts to obtain or obviate, as soon as practicable after the date hereof but in any event prior to the Closing Date and all written consents or waivers of all governmental authorities and other Persons required to be obtained by Seller under any license, authorization, Contract or other instrument or otherwise in connection with the transactions contemplated by this Agreement.

6.5 Risk of Loss. Seller shall bear all risk of loss, destruction or damage to any of the Assets occurring prior to the Closing, whether due to fire, accident or other casualty, willful act, condemnation, riot, act of God or otherwise, and Buyer shall

have no responsibility with respect thereto except to the extent that it intentionally or negligently caused such loss, damage or destruction.

6.6 Other Proposals. Except to the extent required by fiduciary obligations under applicable law as advised by Buyer's Counsel, prior to the Closing Date Seller shall not, nor shall it permit any of Seller's directors, officers or Shareholders to, or authorize any of its or their employees or agents to, directly or indirectly solicit, entertain or reply to, or provide any non-public information concerning Seller in connection with any inquiries or proposals regarding, or participate in any discussions, negotiations or agreements relating to the direct or indirect acquisition of the Assets or the Dental Business or provide any assistance or any information to or otherwise cooperate with any Person in connection therewith. Seller shall promptly disclose to Buyer (orally and in writing) any such inquiry or proposal which it may receive.

6.7 Intellectual Property Rights. After the Closing, Seller shall not act in any manner that infringes upon or adversely affects any of the Intellectual Property Rights. Seller shall cooperate with Buyer in Buyer's efforts after the Closing to maintain, enforce and protect the Intellectual Property Rights, and to that end shall promptly execute all documents and instruments requested by Buyer for that purpose.

6.8 Payment of Liabilities. Seller shall pay all of its liabilities not being assumed by Buyer hereunder in accordance with their terms, except to the extent the same are disputed, contested or offset by Seller in good faith.

6.9 Approvals. Seller shall cooperate fully with Buyer in Buyer's efforts following the Closing to obtain the permits, licenses, registrations and approvals necessary to carry on the Dental Business, and shall execute such forms, filings and other documents reasonably requested by Buyer in order to accomplish that purpose.

6.10 "COBRA" Notices. Seller shall, to the extent required by federal and applicable state law, be solely responsible for giving appropriate notice to its employees and former employees, and their respective spouses and dependents of their right to elect to continue their participation in Seller's welfare plans after the Closing Date, and Seller shall make available coverage as is required to be made available under COBRA to such persons.

6.11 Collection of Accounts Receivable. Seller shall cooperate with Buyer in regard to the collection of the accounts receivable for the Dental Business retained by Seller pursuant hereto. Seller shall use its best efforts to avoid adversely affecting the good will of the Dental Business with the customers in collecting such accounts receivable. Seller shall provide Buyer forty-five (45) days notice of the intention of Seller to prosecute

the collection of any delinquent accounts receivable and Buyer shall have the option, but not the obligation, to purchase such delinquent accounts receivable from Seller at an agreed upon discounted price. The foregoing portion of this Section 6.11 shall apply only to the trade accounts receivable of Seller arising before Closing and shall not apply to trade accounts receivable of the Dental Business arising after the Closing. If after Closing, Seller receives any payments on any trade accounts receivable related to the Dental Business arising after the Closing Date, Seller shall forthwith turn the same over to Buyer in exactly the form received.

7. BUYER'S COVENANTS

7.1 Indemnification.

(a) Subject to the limitations contained in this Section 7.1 and Section 11.1, Buyer shall be responsible for, and hereby indemnifies and holds Seller and its directors, officers, employees, shareholders, agents, successors and assigns harmless from, against and in respect of:

(1) all of the Assumed Liabilities assumed by Buyer under Section 3.2;

(2) all liabilities, obligations and claims arising out of Buyer's ownership, operation or use of the Assets and Dental Business from and after the Closing Date other than those resulting from any failure or breach of any representation or warranty or any breach or nonfulfillment of any covenant or agreement of Seller made in this Agreement, or any liabilities, obligations and claims of Seller not expressly assumed by Buyer under Section 3.2;

(3) all losses, damages and deficiencies resulting from any failure or breach of any representation or warranty or any breach or nonfulfillment of any covenant or agreement of Buyer made in this Agreement; and

(4) all actions, suits, proceedings, claims, demands, assessments, judgments, fines, penalties, amounts paid in settlement, costs and expenses (including reasonable attorneys' fees and expenses) incident to any of the foregoing clauses (1) through (3).

(b) Seller shall give notice to Buyer of any demand for indemnification under this Section 7.1, stating in reasonable detail the nature thereof. Buyer shall have the right, at its option, to defend against any claim made against Seller by any Person not a party to this Agreement or affiliated with a party to this Agreement (a "Third Party Claim") at its expense and with its

counsel (provided that such counsel is reasonably satisfactory to Seller). If Buyer elects to defend against a Third Party Claim, Seller shall cooperate in all reasonable respects with Buyer in such defense, shall make available to Buyer all records and other materials reasonably required by Buyer in such defense, and shall have the right to participate in such defense at its expense, but Buyer shall at all times control such defense. In no event shall Seller be liable for any settlement entered into or admission of liability made with respect to any Third Party Claim without its prior written consent.

(c) Any indemnification obligation of Buyer under this Section 7.1 shall be set off against and reduced by (i) any insurance proceeds received by Seller with respect to the loss giving rise to such indemnification obligation, (ii) any net reduction of taxes actually realized by Seller on account of such loss giving rise to such indemnification obligation, and (iii) damages or losses incurred by Seller which in the aggregate do not exceed the sum of \$12,500; provided, however, the payment of any such indemnification obligation shall not be delayed by determination of such set-off or reduction, but the parties shall cooperate in order to promptly determine the amount of any such set-off or reduction. Upon becoming aware of any event which could reasonably be expected to give rise to an indemnification obligation under this Section 7.1, Seller shall take all reasonable steps to mitigate the losses giving rise to such indemnification obligation.

7.2 Payment of Accounts Receivable. If after Closing Buyer receives any payments on any of the trade accounts receivable arising prior to the Closing Date, Buyer shall forthwith turn the same over to Seller, in exactly the form received. This Section 7.2 shall apply only to the trade accounts receivable of Seller arising before Closing and shall not apply to trade accounts receivable of the Dental Business arising after the Closing Date.

7.3 Audit Rights. For a period of one (1) year following the Closing Date, Seller shall be permitted, at its own expense, to perform an audit of Buyer's books to the extent such relate to the payments due from Buyer to Seller pursuant to Section 7.2 of this Agreement on not less than five (5) business days' notice and during normal business hours. To the extent any such audit reveals that Buyer has underpaid Seller with regard to Section 7.2 of this Agreement during the audit period by more than five percent (5%) of the amounts due Seller, Buyer shall reimburse Seller its reasonable costs of such audit.

7.4 Macintosh Hardware Sales. Buyer shall refer all Macintosh hardware sales through Seller so long as Seller continues to provide consistent, timely, professional and industry acceptable Macintosh hardware maintenance and support at market competitive prices.

ASSET PURCHASE AGREEMENT

7.5 Financing. Buyer shall pay all fees when due to its lender in order to enable the lender to provide the entire acquisition financing necessary for Buyer to consummate the transactions on its part contemplated hereby.

7.6 Access to Books and Records. For a period of five (5) years following the Closing Date or, if applicable, so long as Buyer has any obligation to sublease the leased premises described in Section 2.1(a), Buyer shall, as reasonably requested by Seller for tax, insurance, payroll and other reasonable and appropriate purposes, afford Seller access to, and the opportunity to make copies of, Buyer's books and records relating to the Dental Business with respect to any period on or before the Closing Date, including without limitation computer generated or stored information. Seller shall reimburse Buyer for reasonable expenses incurred by Buyer in connection with providing Seller copies of any documents or records requested by Seller.

7.7 Additional Affirmative Covenants. Buyer covenants and agrees with Seller that so long as Buyer has a sublease obligation to Seller, if any, for any portion of the leased premises described in Section 2.1(a), the Buyer shall:

(a) Compliance with Laws, Etc. Comply in all material respects with all applicable laws, rules, regulations and order, such compliance to include, paying before the same become delinquent, all Taxes, assessments, and governmental charges imposed upon it or its property, except to the extent contested in good faith and except to the extent Buyer has established adequate reserves to cover any liability it may ultimately incur.

(b) Financial Reporting. Furnish to Seller as soon as available copies of the annual (but in any event not more than ninety (90) days after the end of its fiscal year), financial statements of Buyer. All annual financial statements furnished hereunder shall be audited by Buyer's Accountants or another firm of independent certified public accountants of recognized standing selected by Buyer to the effect that the same have been prepared in accordance with GAAP.

(c) Payment of Taxes and Claims. Promptly pay and discharge, as the same become due and payable, all Taxes, assessments and governmental and other charges, levies or claims, levied or imposed, and any and all claims for labor, material, supplies, or rental charges, which are or which, if unpaid, might become a lien or charge upon its properties, assets, earnings or business; provided, however, that nothing contained in this Section shall require Buyer to pay and discharge any such Tax, assessment, charge, levy or claim so long as Buyer, in good faith, shall contest the validity thereof and shall establish adequate reserves with respect thereto.

ASSET PURCHASE AGREEMENT

(d) Maintenance. Maintain the leasehold to commercially reasonable standards.

(e) Insurance. Keep all of its other properties of an insurable nature (including, without limitation, all buildings, machinery, fixtures, equipment, and all inventories of merchandise and goods), whether leased or owned, adequately insured against loss or damage of the kinds customarily insured against by businesses similarly situated, with reputable insurers acceptable to Seller, in amounts not less than the amounts generally maintained by other persons engaged in similar businesses, including, but not limited to, property, public liability (including product liability), business interruption and worker's compensation coverage.

(f) Litigation and Adverse Changes. Promptly notify Seller in writing of (i) any litigation instituted by or against it when the amount in controversy exceeds \$25,000, (ii) the occurrence of any Event of Default hereunder, (iii) any substantial dispute that may exist between it and any governmental regulatory body or law enforcement authority, and (iv) any material adverse change in its business, operations or financial condition.

(g) Conduct of Business. Conduct the business of supplying billing, clinical and practice management systems to the dental profession.

(h) Further Assurances and Performance of Agreements. Promptly perform all material terms and conditions of this Agreement and all material terms and conditions of all documents executed in connection herewith and it will, on request by Seller, (i) promptly correct any material defect, error or omission which may be discovered in the contents of this Agreement, or in any other document or instrument executed in connection herewith, or in the execution of this Agreement or any such documents or instruments; (ii) execute, acknowledge, deliver and file and record such further instruments and do such further acts as may be necessary, desirable, or proper to carry out more effectively the purposes of this Agreement; and (iii) execute, acknowledge, deliver and file and record any document or instrument deemed advisable by Seller and Buyer shall pay on demand all costs connected with any of the foregoing.

7.8 Additional Negative Covenants. Buyer hereby covenants and agrees with Seller that, so long as Buyer has a sublease obligation, if any, to Seller for any portion of the leased premises described in Section 2.1(a), the Buyer shall not, without Seller's prior written consent, which consent shall not be unreasonably withheld or delayed:

(a) Leasehold Expenditures. Expend an amount in excess of \$50,000 in any fiscal year for the improvement of the leased premises.

(b) Encumbrances. Create, assume, incur or suffer to exist any pledge, mortgage, assignment or other lien or Encumbrance of any kind of or upon the leasehold interest.

8. CONDITIONS TO PARTIES' OBLIGATIONS

8.1 Conditions to Buyer's Obligations. The obligations of Buyer to complete the transactions provided for herein shall be subject, at its election, to satisfaction on or before the Closing Date of each of the following conditions:

(a) financing: Buyer shall have obtained on terms and conditions reasonably satisfactory to it all of the financing it needs in order to consummate the transactions contemplated hereby and fund the working capital requirements of the Dental Business after the Closing;

(b) due diligence: Buyer shall be satisfied, in its sole judgment, with the results of its due diligence investigation of the Seller, the Assets and the Dental Business;

(c) representations and warranties: all representations and warranties of Seller and the Designated Seller's Shareholders contained in this Agreement shall be true and correct in all respects as of the date hereof and as of the Closing Date as though made on and as of the Closing Date (except where another date may be specified in this Agreement), and Buyer shall have received a certificate to that effect, dated the Closing Date, signed by the chairman and chief executive officer of Seller and the Designated Seller's Shareholders;

(d) pre-Closing obligations: Seller shall have performed all obligations required to be performed by it hereunder, the performance of which has not been waived by Buyer, and Buyer shall have received a certificate to that effect, dated the Closing Date, signed by the chief executive officer and the chief financial officer of Seller and the Designated Seller's Shareholders;

(e) due authorization by Seller: Seller's and the Designated Seller's Shareholders' execution and delivery of this Agreement, compliance with the provisions hereof and the consummation of all of the transactions contemplated hereby shall have been duly and validly authorized by all necessary corporate action on the part of Seller, including due authorization and approval thereof by Seller's shareholders, and Buyer shall have received a duly certified copy of all actions taken by Seller's Board of Directors and by Seller's shareholders effecting the same;

(f) Seller's consents, etc.: all notices, filings, consents, waivers and approvals set forth in Section 4.3 shall have been given, made or obtained, as the case may be, by Seller, and Buyer shall have received a true copy of each thereof, except to the extent that (i) such consent, waiver or approval has been obviated pursuant to Section 10.5 hereof, or (ii) Buyer shall have reasonably determined that (A) such consent, waiver or approval shall be obtained with thirty (30) days following the Closing Date without cost, expense or penalty to Buyer, or (B) the failure to obtain such consent, waiver or approval will not have a material adverse effect on the condition (financial or otherwise) of the Assets or the Dental Business;

(g) no bar: there shall not be in effect any judgment, decree or order of, or position taken by, any court or administrative body of competent jurisdiction, nor shall there have been any action, suit, proceeding or known investigation instituted or threatened, nor shall any law or regulation have been enacted or any action taken thereunder, which would, in Buyer's reasonable judgment, (i) restrain or prohibit, make illegal, or subject Buyer to material damage as a result of, the consummation of the transactions contemplated hereby, or (ii) restrain, prohibit, make illegal or otherwise impede Buyer from conducting the Dental Business and operating the Assets after the Closing Date in the manner contemplated by the Buyer;

(h) Closing documents: Seller shall have delivered to Buyer the following documents and instruments in form reasonably satisfactory to Buyer's Counsel:

(1) a copy of the certificate of incorporation of Seller and of all amendments thereto, certified as of a date reasonably proximate to the Closing Date by the Secretary of State of Delaware;

(2) a certificate of the Secretary of State of Delaware attesting to the good standing of Seller in such jurisdiction as of a date reasonably proximate to the Closing date;

(3) in the event Buyer elects to assume the Lease, the consent of the landlord to the sublease of the first floor of the premises located at 200 Green Tree Court, 210 Gateway, Lincoln, Nebraska 68505-2481 and other appropriate instruments of conveyance to convey the agreed state of title of the leased premises, which shall be duly executed by Seller and the landlord, acknowledged and in recordable form;

(4) bills of sale, assignments and other instruments of transfer and conveyance, each duly executed by Seller, transferring to Buyer title to each item comprising the Assets;

(5) an assignment of the Assigned Contracts, in form reasonably satisfactory to Buyer's Counsel, duly executed by Seller;

(6) the Opinion of Counsel in the form of Exhibit D executed by Seller's Counsel;

(7) the licenses in the form of Exhibits B and F duly executed by Seller; and

(8) an agreement between the Parties for the transition of the support and enhancement agreements of the Dental Business from Seller to Buyer.

(i) Non-Competition Agreement: Seller and the Designated Seller's Shareholders shall have executed and delivered the Non-Competition Agreement in the form of Exhibit A;

(j) Software: Seller shall have transferred the Software in the format of a computer hard drive(s) delivered to Buyer; and

(k) other matters: Buyer shall have received such other instruments and documents as are reasonably necessary to effectuate the transactions contemplated hereby and shall have been timely requested by Buyer's Counsel on or before the Closing Date.

8.2 Conditions to Seller's Obligations. The obligations of Seller to complete the transactions provided for herein shall be subject, at its election, to satisfaction on or before the Closing Date of each of the following conditions:

(a) representations and warranties: all representations and warranties of Buyer and the Designated Buyer's Shareholders contained in this Agreement shall be true and correct in all material respects as of the date hereof and as of the Closing Date as though made on and as of the Closing Date (except where another date may be specified in this Agreement), and Seller shall have received a certificate to that effect, dated the Closing Date, signed by the president of Buyer and by the Designated Buyer's Shareholders;

(b) pre-Closing obligations: Buyer shall have performed all obligations required to be performed by it hereunder, the performance of which has not been waived by Seller, and Seller shall have received a certificate to that effect, dated the Closing Date, signed by the chief executive officer of Buyer;

(c) due authorization by Buyer: Buyer's execution and delivery of this Agreement, its compliance with the provisions hereof and the consummation of all of the transactions contemplated hereby shall have been duly and validly authorized by all necessary corporate action on the part of Buyer, and Seller shall have received a duly certified copy of all actions taken by Buyer's Board of Directors effecting the same;

(d) due authorization by Seller: Seller's and the Designated Seller's Shareholders' execution and delivery of this Agreement, compliance with the provisions hereof and the consummation of all of the transactions contemplated hereby shall have been duly and validly authorized by Seller and Seller's shareholders;

(e) no bar: there shall not be in effect any judgment, decree or order of, or position taken by, any court or administrative body of competent jurisdiction, nor shall there have been any action, suit, proceeding or known investigation instituted or threatened, nor shall any law or regulation have been enacted or any action taken thereunder, which would, in Seller's reasonable judgment restrain or prohibit, make illegal or subject Seller to material damage as a result of, the consummation of the transactions contemplated hereby;

(f) Closing documents: Buyer shall have delivered to Seller the following documents and instruments:

(1) a copy of the articles of incorporation of Buyer and of all amendments thereto, certified as of a date reasonably proximate to the Closing Date by the Secretary of State of Nebraska;

(2) a certificate of the Secretary of State of Nebraska, attesting to the good standing of Buyer in such jurisdiction as of a date reasonably proximate to the Closing Date;

(3) an instrument of assumption of the Assumed Liabilities, in form reasonably satisfactory to Seller's Counsel, duly executed by Buyer;

(4) the Opinion of Counsel in the form of Exhibit E executed by Buyer's Counsel; and

(5) an agreement between the Parties for the transition of the support and enhancement agreements of the Dental Business from Seller to Buyer.

(j) payment of Purchase Price: Buyer shall have paid the Purchase Price in the manner specified in Section 2.4;

(k) Non-Competition Agreement: Buyer shall have executed and delivered the Non-Competition Agreement in the form of Exhibit A;

(l) No Material Adverse Events: There shall not have occurred any material adverse event or change in the financial condition, operations, or prospects of Buyer or its business; and

(m) other matters: Seller shall have received such other instruments and documents as are reasonably necessary to effectuate the transactions contemplated hereby and shall have been timely requested by Seller's Counsel on or before the Closing Date.

9. CLOSING

9.1 Closing. The Closing shall take place at the offices of Seller, or at such other place as the parties may agree, at 10:00 a.m., local time, at the earliest practicable time on or before October 31, 1997, as the parties shall hereafter agree (the "Closing Date"). Buyer and Seller intend for the Closing to take place on September 30, 1997, and agree to use their reasonable best efforts to that end. The parties agree that they shall take such actions, including the delivery of documents in escrow, in order to facilitate completion on the Closing Date of all of the transactions contemplated hereby.

9.2 Failure to Close; Termination. This Agreement may be terminated at any time prior to the Closing Date, as follows:

(a) by the mutual consent of Buyer and Seller; or

(b) by Buyer, upon notice to Seller, if events occur which, without any breach by Buyer of its obligations hereunder, render impossible compliance with one or more of the conditions set forth in Section 8.1 (and such compliance is not waived by Buyer); or

(c) by Seller, upon notice to Buyer, if events occur which, without any breach by Seller of its obligations hereunder, render impossible compliance with one or more of the conditions set forth in Section 8.2 (and such compliance is not waived by Seller); or

(d) by Buyer, upon notice to Seller, if there shall occur any loss, destruction or damage to any of the Assets, as contemplated by Section 6.5, which, in the judgment of Buyer, shall have a material adverse effect on the Dental Business; or

(e) by Seller or Buyer, upon notice to the other, at any time after October 31, 1997.

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In the event of any termination as provided by this Section 9.2, this Agreement shall thereupon become void and of no effect, without any liability on the part of any party, except as otherwise expressly provided herein.

10. FURTHER COVENANTS

10.1 Taxes on Transaction. All sales or use taxes payable by reason of the sale and transfer of any of the Assets hereunder shall be paid by Buyer.

10.2 Expenses of the Parties. Except as otherwise expressly provided in this Agreement, all expenses involved in the preparation, negotiation, authorization and consummation of this Agreement and the transactions contemplated hereby, including all fees and expenses of agents, representatives, counsel and accountants, shall be borne solely by the party who shall have incurred the same and no other party shall have any responsibility with respect thereto.

10.3 Confidentiality. Except for necessary disclosure to such party's directors, officers, employees, counsel, accountants, lender and other agents, each party shall keep the provisions of this Agreement confidential prior to and for sixty (60) days subsequent to the Closing Date. Without limiting the generality of the foregoing, no party shall make any press release or advertisement with respect to the transactions contemplated hereby prior to and for sixty (60) days subsequent to the Closing Date without the prior consent of Buyer and Seller, unless such party determines, upon the advice of counsel, that such action is required by law.

10.4 Further Assurances. Each party shall cooperate with the others, take such further action, and execute and deliver such further documents, as may be reasonably requested by any other party in order to carry out the terms and purposes of this Agreement. Without limiting the generality of the foregoing, from and after the Closing Date:

(a) each party shall file all tax returns consistent with the allocation of the Purchase Price determined pursuant to Exhibit C, and no party shall take any position on audit or in litigation which is inconsistent with such allocation if such position would result in the payment of any additional tax by, or the disallowance of any deduction or credit to, any other party; provided, however, this provision shall not prohibit the good faith settlement by either party of any tax dispute with any taxing authority; and

(b) on the request of Buyer, Seller shall take such action and deliver to Buyer such powers of attorney and further instruments of assignment, conveyance or transfer and other documents of further assurance as in the opinion of counsel to Buyer and Seller may be reasonably necessary to

assure, complete and evidence the full and effective transfer, conveyance and assignment of the Assets and possession thereof to Buyer, its successors and assigns, and the performance of this Agreement by Seller in all respects.

10.5 Absence of Certain Consents. In the event that (i) any of the Assigned Contracts are not assignable or transferable without the consent, waiver or approval of a third party, and (ii) such consent, waiver or approval is not obtained prior to the Closing, then this Agreement shall not constitute an assignment or transfer or an attempted assignment or transfer of any such Contracts if such assignment or transfer would constitute a breach thereof or would subject either Seller or Buyer to penalty or loss. Unless and until such consent, waiver or approval is obtained and an assignment becomes effective with respect to any such Assigned Contract, Buyer shall be deemed to be the agent of Seller to perform all of Seller's obligations and duties thereunder and will be entitled to all of the benefits under such Contract as if (and to the extent possible without constituting a breach thereof) Buyer were substituted for Seller thereunder. The terms of such agency shall be set forth in one or more agreements, in form and substance mutually satisfactory to Buyer and Seller and containing terms customary to such an arrangement, to be entered into by Buyer and Seller at Closing. Seller covenants and agrees to (a) maintain its corporate existence and good standing until any such consent is obtained, (b) use its best efforts to cause Buyer to receive the benefits of any such Contract, and (c) enforce any rights of Seller thereunder against the other party or parties thereto, all at the request, under the direction, for the account and at the expense of Buyer. Buyer shall, as provided in Section 7.1, indemnify and hold Seller harmless with respect to any such Assigned Contract.

10.6 Sublease. Buyer shall have the option, but not the requirement, and the right of first refusal to sublease from Seller the first floor office space of the building located at 200 Greentree Court, 210 Gateway, Lincoln, Nebraska 68505-2481 from Seller including fixtures, leasehold improvements, wiring for local area network and telephones for the same rate and under the same terms and conditions as the current lease between Seller and the Richard E. Jacobs Group assuming the consent to the landlord hereto and upon legal review of the lease documentation by Buyer's Counsel. Should Buyer elect to exercise such option or right of first refusal with regard to such first floor office space and the fair market value of the office furniture, office equipment, computers and specified other property referenced in Section 2.1(b) hereof exceeds the cost of the necessary leasehold improvements to such first floor office space, Buyer shall pay to Seller the amount of such excess in cash at the time of exercise.

10.7 Territory Managers. Buyer shall have the option, but not the requirement, to utilize the territory managers of Seller as resellers of dental software products. Seller shall cooperate with Buyer in such respect. The names, addresses, telephone numbers and e-mail addresses of the territory managers of Seller

currently receiving commissions related to the Dental Business are set forth on Disclosure Schedule 10.7. It is acknowledged that Seller does not have the power or authority to obligate its territory managers to enter into any arrangement with Buyer, and that such territory managers now and shall continue in the future to actively market and sell products to the medical marketplace on behalf of Seller. Seller's continuing relationships with such territory managers to market and sell products to the medical marketplace shall not be deemed a failure to cooperate with Buyer, even if it means that one or more territory managers are unavailable to assist Buyer in the marketing of its products.

10.8 Personnel. Buyer shall have the option, but not the requirement, to solicit and hire identified personnel of Seller for the conduct of the Dental Business after Closing. Such personnel are identified on Disclosure Schedule 10.8 attached hereto and incorporated herein by reference. Buyer agrees that for a period of three (3) years following the Closing, it shall not actively solicit any personnel of Seller; provided, however, Buyer may interview and hire other current and former personnel of Seller who may make application to Buyer. Buyer shall have no liability for any termination costs of Seller or any liability arising by reason of the termination of such personnel by Seller. Further, Buyer shall have no liability arising from or relating to any employee benefit plan of Seller, the termination by Seller of any personnel or the non-hiring by Buyer of any current or former personnel of Seller.

10.9 Telephone Sublease. Buyer shall have the option, but not the requirement, to sublease telephone services from Seller at Seller's cost for a period of five (5) years from the Closing Date.

10.10 Other Services. Buyer shall have the option, but not the requirement, to sublease or contract for certain other services from Seller at Seller's cost after the Closing Date as may be mutually agreed.

11. GENERAL PROVISIONS

11.1 Survival of Representations and Warranties. The several representations and warranties of the Parties herein contained shall survive and be effective (regardless of any investigation which may have been or may be made at the time by or on behalf of the party to whom such representations and warranties are made) until the second (2nd) anniversary of the Closing Date, at which time any liability of the Parties with respect thereto shall be extinguished. The Parties agree that they will not make any claims against the other for failure or breach of any representation or warranty at any time after liability therefor shall be extinguished in accordance with this Section 11.1.

ASSET PURCHASE AGREEMENT

11.2 Amendment and Waiver. This Agreement may be amended only by a writing executed by each of the parties hereto. No waiver of compliance with any provision or condition hereof, and no consent provided for herein, shall be effective unless evidenced by an instrument in writing duly executed by the party sought to be charged therewith. No failure on the part of any party to exercise, and no delay in exercising, any of its rights hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right.

11.3 Tax Consequences. The Parties acknowledge and agree that they have sought independent advice as to the tax consequences of the transactions contemplated hereby, and that no party hereto makes any representation or warranty, express or implied, to any other party with respect thereto.

11.4 Assignment. No party shall assign or attempt to assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of each of the other parties hereto. Notwithstanding the foregoing, Buyer may, without such consent but upon notice to Seller, assign (i) all of its rights and delegate all of its obligations hereunder to any Subsidiary or affiliate of Buyer so designated by Buyer, provided, however, that such assignment and/or delegation shall not relieve Buyer or the Designated Buyer's Shareholders of their obligations to Seller hereunder, and (ii) at the Closing, assign its indemnification rights and remedies hereunder to its lender, provided, however, that such assignment shall, by its terms, make the lender subject to all the terms of this Agreement and all defenses Seller may have hereunder.

11.5 Notices, Etc. Each notice, report, demand, waiver, consent and other communication required or permitted to be given hereunder shall be in writing and shall be sent (a) by registered or certified first-class mail, postage prepaid and return receipt requested, (b) by Federal Express or comparable overnight courier, or (c) by telecopier, addressed as follows:

If to Buyer and
Buyer's Designated
Shareholders: GLR Systems, Inc. d/b/a UNIDENT
210 N. 8th Street, Suite 215
Lincoln, Nebraska 68508
Att'n: Glenn A. Friendt, President

Telecopier: (402) 441-3066

with a copy to: Brashear & Ginn
800 Farnam Plaza
1623 Farnam Street
Omaha, NE 68102
Att'n: Kermit A. Brashear, Esq.

Telecopier: (402) 348-1111

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If to Seller and HCC Communications, Inc.
Seller's Designated 200 Greentree Court
Shareholders: 210 Gateway
Lincoln, Nebraska 68505-2481
Att'n: Michael B. Edwards,
Chairman & CEO

Telecopier: (402) 466-9044

with a copy to: Rembolt Ludtke & Berger
1201 Lincoln Mall, Suite 102
Lincoln, Nebraska 68508
Att'n: Robert L. Nefsky, Esq.

Telecopier: (402) 475-5087

Each such notice and other communication given by mail shall be deemed to have been given when it is deposited in the United States mail or delivered to an overnight courier in the manner specified herein, and each such notice and other communication given by telecopier shall be deemed to have been given when it is so transmitted and the appropriate answerback is received. Any party may change its address for the purpose hereof by giving notice in accordance with the provisions of this Section 11.5.

11.6 Binding Effect. Subject to the provisions of Section 11.4, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Person other than the Parties and their respective successors and assigns, nor is anything herein intended to relieve or discharge the obligation or liability of any other Persons to a party hereto, nor shall any provision hereof give any other Person any right of subrogation or action over against a party hereto.

11.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska applicable to agreements made and to be performed entirely within such State.

11.8 Effect of Agreement. This Agreement sets forth the entire understanding of the Parties, and supersedes any and all prior agreements, arrangements and understandings, written or oral, relating to the subject matter hereof.

11.9 Exhibits and Schedules. The Disclosure Schedules and other Exhibits and Schedules hereto form a part hereof as though set forth at length in the body of this Agreement.

11.10 Headings; Counterparts. The Table of Contents, Table of Exhibits and Schedules and Section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intention

ASSET PURCHASE AGREEMENT

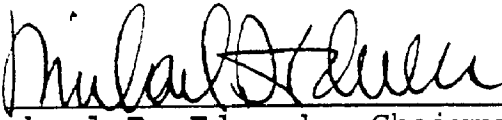
of the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.11 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

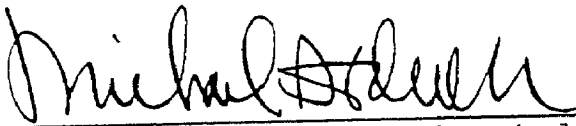
11.12 Time of Essence. Time is of the essence of this Agreement.

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

HCC COMMUNICATIONS, INC.,
a Delaware corporation, Seller

By: 
Michael B. Edwards, Chairman &
CEO

DESIGNATED SELLER'S SHAREHOLDERS:


Michael B. Edwards, Shareholder

Pamela Edwards, Shareholder

Clayton E. Woodrum, Shareholder

Edward F. Brown, Shareholder

ASSET PURCHASE AGREEMENT

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HCC COMMUNICATIONS, INC.,
a Delaware corporation, Seller

By: Michael B. Edwards
Michael B. Edwards, Chairman &
CEO

DESIGNATED SELLER'S SHAREHOLDERS:

Michael B. Edwards
Michael B. Edwards, Shareholder

Pamela Edwards
Pamela Edwards, Shareholder

Clayton E. Woodrum
Clayton E. Woodrum, Shareholder

Edward F. Brown
Edward F. Brown, Shareholder

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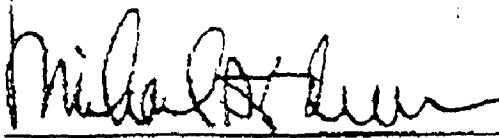
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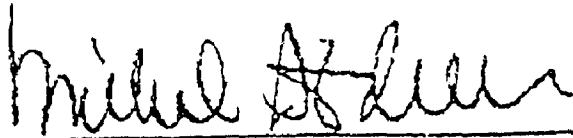
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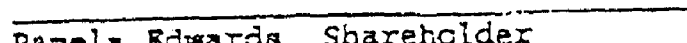
IN WITNESS WHEREOF, the Parties have duly executed this agreement on the date first written above.

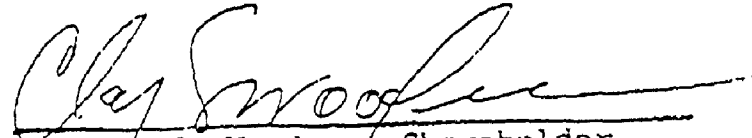
HCC COMMUNICATIONS, INC.,
a Delaware corporation, Seller

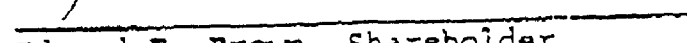
By: 
Michael B. Edwards, Chairman &
CEO

DESIGNATED SELLER'S SHAREHOLDERS:


Michael B. Edwards, Shareholder


Pamela Edwards, Shareholder


Clayton S. Woodrum, Shareholder


Edward F. Brown, Shareholder

ASSET PURCHASE AGREEMENT


of the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.11 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

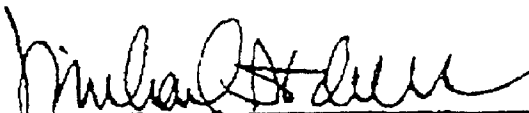
11.12 Time of Essence. Time is of the essence of this Agreement.


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


HCC COMMUNICATIONS, INC.,
a Delaware corporation, Seller


By: 
Michael B. Edwards, Chairman &
CEO

DESIGNATED SELLER'S SHAREHOLDERS:

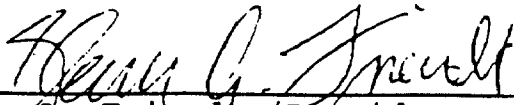

Michael B. Edwards, Shareholder


Pamela Edwards, Shareholder



Clayton E. Woodrum, Shareholder



Edward K. Brown, Shareholder

GLR SYSTEMS, INC. d/b/a UNIDENT
a Nebraska corporation, Buyer

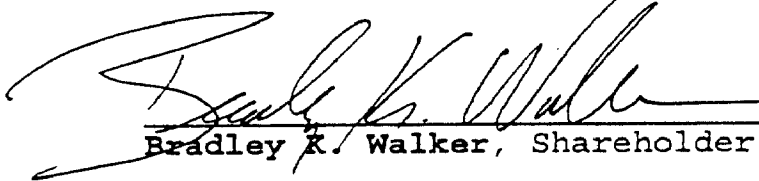
By: 
Glenn A. Friendt, President

DESIGNATED BUYER'S SHAREHOLDERS:


Glenn A. Friendt, Shareholder


Mack E. Greder, Shareholder

M. James Ganser, Shareholder


Bradley R. Walker, Shareholder

ASSET PURCHASE AGREEMENT

GLR SYSTEMS, INC. d/b/a UNIDENT
a Nebraska corporation, Buyer

By: Glenn A. Friendt
Glenn A. Friendt, President

DESIGNATED BUYER'S SHAREHOLDERS:

Glenn A. Friendt
Glenn A. Friendt, Shareholder

Mack E. Greder, Shareholder

M. James Ganser
M. James Ganser, Shareholder

Bradley K. Walker
Bradley K. Walker, Shareholder

GLR Systems, Inc. Schedules
Schedule 2.1(g)-Intellectual Property

September 2, 1997

HCC COMMUNICATIONS, INC.
TRADEMARKS

MARK	SERIAL NO. & DATE FILED	REGISTRATION NO. & REGISTRATION DATE	STATUS
MACHEALTH SERIES	73/512587; 12/7/84	1,440,471; 5/26/87	Active; § 8/15 affidavit accepted 6/11/93
DENTALMAC	73/509766; 11/20/84	1,382,092; 2/11/86	Active; § 8/15 affidavit accepted 1/22/92
DENTALEB	74/721447; 8/28/95	2,017,261; 11/19/96	Active
DENTALMAX	75/050875; 1/29/96		Pending; published for opposition 1/28/97
MAXHEALTH SERIES	75/050874; 1/29/96		Pending; published for opposition 1/28/97
ORTHOMAC	73/661624; 5/15/87	1,501,981; 8/30/88	Registration cancelled 3/6/95
DENTALPC	75/018867; 11/9/95		Application w/drawn 8/16/96