

02-07-2002



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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
8 28 1998

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
8 28 1998

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)

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

FOR OFFICE USE ONLY

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

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)

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.

Grazia T. Micewicz

Grazia T Micewicz

11/12/01

Name of Person Signing

Signature

Date Signed

EXHIBIT A

ASSET PURCHASE AGREEMENT entered into in Montreal, Province of Quebec, this 28th day of August, 1998.

AMONG: DOMUS SOFTWARE LIMITED, a corporation duly continued under the laws of the Province of Ontario, having its head office at 309 Cooper Street, suite 500, Ottawa, Province of Ontario, K2P 0V9;

("Vendor")

AND: LGS GROUP INC., a corporation duly incorporated under the laws of Canada, having its principal place of business at 1155 Metcalfe Street, Montreal, Province of Quebec, H3B 2V6;

("Purchaser")

WHEREAS Vendor carries on, as one of its businesses, the business of providing information technology services pursuant to and under the activities of its IT Security Services Group, IT Security Laboratory Group, Quality Management Services Group, Systems Development Services Group and Corporate Services Group (the "Purchased Business");

WHEREAS Vendor desires to sell and Purchaser desires to purchase all or substantially all of the assets (as described herein) pertaining to the Purchased Business upon and subject to the terms and conditions set forth in this Agreement;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties hereto covenant, agree, represent and warrant as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions. In this Agreement, unless something in the subject matter or context is inconsistent therewith:

"Assets" has the meaning set forth in Section 2.1 hereof.

"Assumed Liabilities" has the meaning set forth in Section 2.10 hereof.

"Backlog" means all partially or totally unfilled work orders and other backlog of the Vendor relating to the Purchased Business as at the Closing Date;

"Benefit Plans" has the meaning set forth in Section 3.19 hereof;

- 2 -

Closing Balance Sheet" has the meaning set forth in Section 2.3 hereof;

Closing Date" shall mean the date of execution of this Agreement by the parties hereto;

Compensation Policies" has the meaning set forth in Section 3.20 hereof;

Computer Programs" means all computer programs developed by the Vendor for its internal use relating to the Purchased Business including all versions thereof, and all related documentation, manuals, source code and object code, program files, data files, computer related data, field and data definitions and relationships, data definition specifications, data models, program and system logic, interfaces, program modules, routines, sub-routines, algorithms, program architecture, design concepts, system designs, program structure, sequence and organization, screen displays and report layouts, and all other material related to such computer program;

Contracts" has the meaning set forth in Subsection 2.1.2 hereof;

Contractual Rights" means the Contracts and the Customer Contracts;

Customer Contracts" has the meaning set forth in Subsection 2.1.1 hereof;

Deposit" has the meaning set forth in Subsection 2.2.1 hereof;

Equipment" has the meaning set forth in Subsection 2.1.4 hereof;

Fixed Price Contracts" shall mean the Customer Contracts listed on Schedule B hereto for which customer agreed to pay a fixed price for Vendor's consulting services;

Goodwill" has the meaning set forth in Subsection 2.1.6 hereof;

Intellectual Property Rights" means all intellectual property rights of the Purchased Business, including, without limitation: (i) the use of the tradenames "Domus Software" and any variation or derivative thereof; (ii) all right, title, benefit and interest of the Vendor in trademarks, including without limitation those listed in Schedule A and all trademark registrations relating thereto and all trademark applications and rights under licences granted in connection therewith; (ii) all domestic and foreign patents, copyrights, technologies, domain name, Computer Programs (as defined hereinafter) know-how, processes, inventions, industrial designs, formulas, drawing, specification for products and services, material and equipment, process development manufacturing information, quality control information, performance data, research and development projects and results, industrial designs and registrations thereof and applications therefor; all licences, sub-licences, and royalty agreements; and (iii) all patterns, plans, designs, research data and trade secrets.

Losses", in respect of any matter, means all claims, demands, proceedings, losses, damages, liabilities, judgments, deficiencies, actions, causes of action, injuries, penalties, costs and expenses of any kind whatsoever (including, without limitation, all reasonable legal and

other professional fees and disbursements, interest, penalties, amounts paid in settlement and any out-of-pocket costs reasonably incurred) arising directly or indirectly as a consequence of such matter.

"Percentage Value of Work Completed" means the ratio of the value of the work completed in a Fixed Price Contract as of the Closing Date to the total fees due under such Fixed Price Contract expressed as a percentage;

"Percentage of Contract Price Issued" means the ratio of the aggregate amount invoiced under a Fixed Price Contract as at the Closing Date to the total price of such Fixed Price Contract expressed as a percentage;

"Programmer" means an individual who has written the source code for the Software (as defined hereinafter);

"Purchase Price" has the meaning set forth in Section 2.2 hereof;

"Third Party Software" has the meaning set forth in Section 3.10 hereof;

"Time of Closing" means 9:00 a.m. (Eastern Standard Time) on the Closing Date.

"Vacation Pay" has the meaning set forth in Subsection 2.3 hereof;

"Year 2000 Bug" has the meaning set forth in Section 3.12 hereof.

**ARTICLE 2
SALE AND PURCHASE**

2.1 Assets to be Sold and Purchased. Upon and subject to the terms and conditions hereof, Vendor hereby sells to the Purchaser and Purchaser hereby purchases from Vendor, as of the date hereof, all or substantially all of the assets of Vendor pertaining to the Purchased Business (the "Assets"), as follows:

2.1.1 all right, title, benefit and interest of the Vendor in the customer contracts of the Purchased Business together with the Backlog, including without limitations those listed in Schedule 2.1.1 hereto (the "Customer Contracts");

2.1.2 all right, title, benefit and interest of the Vendor in the contracts, offers, options, leases and other agreements related and required to operate the Purchased Business, including without limitations those listed in Schedule 2.1.2 hereto (the "Contracts");

2.1.3 the Intellectual Property Rights;

2.1.4 all the furniture, office equipment, telephone handsets, but specifically excluding telephone switching equipment, computer hardware, computer software licenses (to

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Schedule B	List of Fixed Price Contracts
Schedule 2.1.1	List of Customer Contracts
Schedule 2.1.2	List of Contracts
Schedule 2.1.4	Equipment
Schedule 2.6	Escrow Agreement
Schedule 3.8	List of Contracts for which consent has been obtained
Schedule 3.10	Third Party Software
Schedule 3.14	Employment Conditions
Schedule 3.17	Vacation Pay
Schedule 3.19	Benefit Plans
Schedule 3.20	Compensation Policies
Schedule 3.25	Litigation
Schedule 6.1	Employees List
Schedule 7.1.3	Non-competition non-solicitation agreements
Schedule 7.1.4	Vendor's Counsel Opinion
Schedule 7.1.6	Lease Agreement

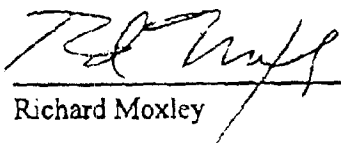
Currency . All references to currency herein are to lawful money of Canada.

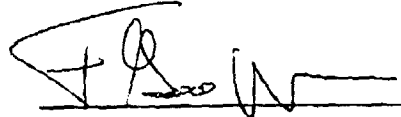
Public Announcement. No public announcement or press release concerning the sale and purchase of the Assets may be made by Vendor without the prior written consent approval of Purchaser except when required by law provided prior written notice is given to Purchaser.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above.

DOMUS SOFTWARE LIMITED

LGS GROUP INC.


Richard Moxley

Per: 
François Geoffrion

CANADA

<u>Trade-Mark Name</u>	<u>Registration Number</u>
Keeping/Contact	TMA458,713
Domus	TMA463,230
Domus Software & Design	TMA468,056

USA

<u>Trade-Mark Name</u>	<u>Registration Number</u>
Domus Software & Design	2,098,742

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