

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

<p>1. Name of conveying party(ies):</p> <p style="text-align:center;"><b>Centura Software Corporation</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State <b>Delaware</b>  <input type="checkbox"/> Other: _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement                  <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other: <b>Bill of Sale</b></p> <p><input checked="" type="checkbox"/> Execution Date: <b>September 17, 2001</b></p>	<p>2. Name and address of receiving party(ies) Name: <b>Birdstep Technology, Inc.</b></p> <p>Street Address: <b>2880 Zanker Road, Suite 203</b></p> <p>City: <b>San Jose</b> State: <b>CA</b> Zip: <b>95134</b></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <b>Delaware</b>  <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</small></p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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4. Application number(s) or registration number(s):

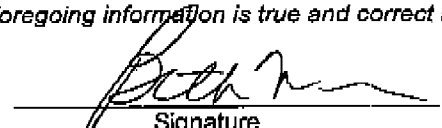
A. Trademark Application No.(s)	B. Trademark Registration No.(s):	<b>1,943,081</b> <b>1,994,372</b>
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Additional number(s) attached  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <b>Beth M. Goldman, Esq.</b> <b>Heller Ehrman White &amp; McAuliffe LLP</b></p> <p>Street Address: <b>333 Bush Street</b></p> <p>City: <b>San Francisco</b> State: <b>CA</b> Zip: <b>94104-2878</b></p>	<p>6. Total number of applications and registrations involved: <b>Two (2)</b></p> <hr/> <p>7. Total fee (37 CFR 3.41).....<b>\$65.00</b> Enclosed</p> <p>Authorized to be charged to deposit account <input checked="" type="checkbox"/></p> <p>8. Deposit account number: <b>08-1645 (Reference No. 38809-0003)</b> (Attach duplicate copy of this page if paying by deposit account)</p>
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**DO NOT USE THIS SPACE**

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

<p><u>Beth M. Goldman, Esq.</u> Name of Person Signing</p>	 Signature	<p><u>June 17, 2002</u> Date</p>
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Total number of pages including cover sheet, attachments, and document: **22**

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that CENTURA SOFTWARE CORPORATION, dba MBRANE, a Delaware corporation having its principal place of business at 975 Island Drive, Redwood Shores, California 94065 ("Seller"), for good and valuable consideration received from BIRDSTEP TECHNOLOGY, INC., a Delaware corporation having its principal place of business at 2880 Zanker Road, Suite 203, San Jose, California 95134 ("Buyer"), the receipt and sufficiency of which are hereby acknowledged, has sold, assigned, granted, transferred and delivered, and by these presents does bargain, sell, assign, grant, transfer and deliver, unto Buyer, its successors and assigns forever, all of the right, title and interest of any nature whatsoever of Seller in each of the assets described on the attached Exhibits A and A-1 hereto (the "Assets"), free and clear of all Liens (including Liens for Taxes), to have and to hold the Assets unto the Buyer, its successors and assigns, to its own use and behalf forever.

This Bill of Sale is being executed and delivered by Seller to Buyer pursuant to that certain Asset Purchase and Sale Agreement dated as of August 20, 2001, as amended by that certain First Amendment to Asset Purchase and Sale Agreement dated as of September 14, 2001 (as amended, the "Purchase Agreement"), between Seller and Buyer. Terms with initial capital letters not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement. This Bill of Sale shall be subject in all respects to the terms of the Purchase Agreement.

Seller hereby warrants that there is hereby conveyed to Buyer good and marketable title, license or leasehold interest to the Assets, free and clear of any Liens (including Liens for Taxes) of any nature whatsoever.

Nothing contained in this Bill of Sale shall be deemed to constitute an assumption by Buyer of any of the obligations, liabilities or duties of Seller.

This Bill of Sale and the representations, warranties and covenants herein contained shall inure to the benefit of Buyer and its successors and assigns, shall be binding upon Seller and its successors, assigns and transferees, and shall survive the execution and delivery hereof.

If any provision of this Bill of Sale, including any phrase, sentence, clause, section or subsection, is inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever.

THIS BILL OF SALE SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING AS TO VALIDITY, INTERPRETATION AND EFFECT, BY THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS RULES THEREOF (WHETHER OF THE STATE OF CALIFORNIA OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF CALIFORNIA.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed and delivered on this 4th day of September, 2001.



CENTURA SOFTWARE CORPORATION,  
a Delaware corporation

By:

  
\_\_\_\_\_  
Scott A. Broomfield  
Chairman and CEO



EXHIBIT A -- ASSETS

- (a) All of the equipment listed on attached Exhibit A-1.
- (b) All Accounts Receivable;
- (c) All copyrights, copyright registrations, proprietary processes, trade secrets, license rights, specifications, technical manuals and data, drawings, inventions, designs, patents, patent applications, trade names, trademarks, service marks, product information and data, know-how and development work-in-progress, customer lists, software in complete source and object code formats, business and marketing plans and other intellectual or intangible property that are embodied in, derived from, used in or relate to the Business, whether pending, applied for or issued, whether filed in the United States or in other countries, together with all associated goodwill, all things authored, discovered, developed, made, perfected, improved, designed, engineered, acquired, produced, conceived or first reduced to practice by Seller or any of its employees or agents that are embodied in, derived from, used in or relate to the Business, in any stage of development, including, without limitation, modifications, enhancements, designs, concepts, techniques, methods, ideas, flow charts, coding sheets, notes and all other information, and any and all design and code documentation, methodologies, processes, trade secrets, copyrights, design information, product information, technology, formulae, routines, engineering specifications, technical manuals and data, drawings, inventions, know-how, techniques, engineering work papers, and notes, development work-in-process, and other proprietary information and materials of any kind that are embodied in, derived from, used in or relate to the Business, including without limitation the items listed on Section 4.7 of the Disclosure Schedule attached to the Purchase Agreement, but excluding the "Mbrane Name, etc." as defined in that certain Order Granting (1) Motion for Approval of Sale of Assets Free and Clear of Liens; and (2) Motion for Approval of Assumption and Assignment of Executory Contracts entered by the United States Bankruptcy Court for the Northern District of California, San Francisco Division in the matter of In re: Centura Software Corporation, dba Mbrane, aka Mbrane Incorporated, Raima Centura Solutions, Vista Development

Exhibit A-1

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Corporation, Debtor, Case No. 01-32164 DM, on September 13, 2001  
(the items described in this clause (c) collectively are referred to as the  
"Intellectual Property"); and

- (d) All books, records files and papers, excluding financial documents,  
whether in hard copy or electronic format, used in the Business,  
including without limitation, engineering information, sales and  
promotional literature, manuals and data, sales and purchase  
correspondence, lists of present, former and prospective suppliers or  
customers, personnel and employment records, and any information  
relating to Taxes imposed on the Intellectual Property.

Exhibit A-2

## Exhibit A-1 - Tangible Assets, etc.

Item	Description	Qty
Bookshelf	Short	27
Bookshelf	Tall	27
Bookshelf		54
Cabinets	10 shelf/white	8
Cabinets Total		3
Calculator	Casio	1
Calculator	Sharp EL 2630A	1
Calculator		2
Chair	Desk Chair	60
Chair	Office Chair	98
Chair	Stackable Chairs	15
Chair Total		173
Coffee Makers	1-black 1-white	2
Coffee Makers Total		2
Computer	24X Max	3
Computer	Cutting Edge	1
Computer	Dell Dimension	1
Computer	Dell Dimension Pent. 3	1
Computer	Dell dimension Pentium 3	1
Computer	Dell Dimension PIII	1
Computer	Dell Dimension V350 PII	2
Computer	Dell Dimension XPS T450	2
Computer	Dell Dimension XPS T550	1
Computer	Dell Dimension XPS T600	1
Computer	Dell Dimension XPS T600 PIII	5
Computer	Dell Dimension XPS T700 PIII	3
Computer	Dell Dimension XPS T700R PIII	1
Computer	Dell Dimension XPS T800 PIII	1
Computer	Dell Laptop P233	1
Computer	Dell PE 1300	2
Computer	Dell PE 6300	1
Computer	Dell PE1300	3
Computer	Dell Pentium 3	1
Computer	Dell Pentium 3 w/ monitor	1
Computer	Dell Poweredge 1300 Dual Proc.	1
Computer	Dell Precision 210	1
Computer	Dell Precision 410	1
Computer	Dell T700R	1
Computer	Dell T800R	1
Computer	Generic	15

Exhibit A-1-1

Computer	Hard drives NW Pentium	1
Computer	Icon Pentium (not complete)	1
Computer	Icon Pentium w/monitor	1
Computer	Macintosh iMac	1
Computer	PC Tower	1
Computer	Pentium III	1
Computer	Sony Personal	1
Computer	unixware Sony Pentium	1
Computer	win 95 /onx icon	1
Computer	workstations	18
Computer		80
Copier	Canon image runner	1
Copier Total		1
Cork Board	Small, Medium, and Large	7
Cork Board Total		7
Cradle	Symbol 1740	1
Cradle	Symbol 2740	1
Cradle Total		2
Credenza	Veneer	1
Credenza		1
CSU/DSU	Various	4
CSU/DSU		4
Data Backup	Dell PowerVault, Adic VLS DLT 400	3
Data Backup Total		3
Decorations	Assorted Boxes Holiday stuff	9
Decorations Total		9
Desk	4 drawer	12
Desk	5 drawer	6
Desk	Black Metal	1
Desk	Computer Stand	1
Desk	Desk	58
Desk Total		78
Docking	Dell Docking Station	5
Docking Station Total		5
Drawer	Brown 2 drawer	1
Drawer Total		1
Easel	Easel	1
Easel Total		1
Fan	Floor Fan	4
Fan Total		4
Fast Back	Powis/Parker Binding Machine	1
Fast Back		1
Fax Machine	HP Laserjet 3100	1

Exhibit A-1-2

Fax Machine	HP920	1
Fax Machine Total		2
File Cabinet	1 drawer	1
File Cabinet	2 drawer	16
File Cabinet	3 drawer	1
File Cabinet	4 drawer	10
File Cabinet	5 drawer	1
File Cabinet	Black	8
File Cabinet	Brown	1
File Cabinet	Green	1
File Cabinet	Grey	18
File Cabinet	Large Wood	3
File Cabinet	Lateral	2
File Cabinet	Rolling	1
File Cabinet	Rolling	1
File Cabinet Total		59
Floppy drive	Dell	1
Floppy drive Total		1
Footrest		1
Footrest Total		1
Handheld	Compaq iPAQ	3
Handheld	HP 607 WinCE	1
Handheld	HP 620 WinCE	2
Handheld	HP PocketPC	1
Handheld	Jornada 690	1
Handheld	Jornada 720	1
Handheld	Palm Vx	2
Handheld	Symbol 2740	2
Handheld	Symbol 1740 bar code scanner	3
Handheld	Symbol 2740 bar code scanner	3
Handheld		15
Hard drives	#1-CD , #1- 3 1/2Disk	2
Hard drives Total		2
Head set	black plantronics	1
Head set Total		1
Hole Punch	black / 3 hole	1
Hole Punch Total		1
Hub	Compex Network Hub	1
Hub	Netgear Dualspeed	1
Hub Total		2
HVAC	Liebert	1
HVAC Total		1
Keyboard		50

Exhibit A-1-3



Keyboard		50
Keyboard	Bellkin 4 port	2
Keyboard	OMNI 2-port	1
Keyboard Switch Total		3
Kits	Esnap development Kits	2
Kits Total		2
Laptop	Dell	1
Laptop	Dell CPx	1
Laptop	Dell CPx	1
Laptop	Dell CPx	1
Laptop	Dell CPX	1
Laptop	Dell CPx	1
Laptop	Dell CPX	1
Laptop	Dell CPx	1
Laptop	Dell CPx	1
Laptop	Dell with docking station	1
Laptop	IBM	1
Laptop	Latitude CPX (4F7ER)	1
Laptop Total		11
Laptop bags	Dell	2
Laptop bags Total		2
Light	Floor Light	1
Light	Halogen	1
Light Total		2
Lock Box	Brown metal	1
Lock Box		1
Microwave	Sharp/black	1
Microwave Total		1
Modems	generic v.32 56k	6
Modems Total		6
Monitor	14 inch	4
Monitor	17"	6
Monitor	19"	8
Monitor	Addonics	1
Monitor	Canon	1
Monitor	Dell	9
Monitor	Dell Trinitron	1
Monitor	Dell Ultrascan P780 monitor	1
Monitor	Dell Ultrascan P991	1
Monitor	Dell w/speakers	1
Monitor	Generic	46
Monitor	Mace	1
Monitor	Maxtech 14 inch	1
Monitor	Micron	2

Exhibit A-1-4

Monitor	Micron LM-1764	1
Monitor	Reflex	1
Monitor	Reflex 17"	2
Monitor	Trinitron	1
Monitor	Viewsonic 17 inch	1
Monitor Total		89
Monitor Stand		1
Monitor Stand Total		1
Mouse	Dell	2
Mouse	Microsoft	9
Mouse	Generic	5
Mouse Total		16
Net App	Net App F720	1
Net App Total		1
Paper Cutter	White	1
Paper Cutter Total		1
PC Switch	Belkin Omniview 4 port	8
PC Switch		8
Phone	Nortel	72
Phone	Generic - analog	10
Phone	Multi extension	2
Phone	Multi Line / black	1
Phone	Multi Line/ black/ white	2
Phone Total		87
Phone System	Nortel Meridian X11 ? 2 cabinets	1
Phone System Total		1
Port	Dell Docking bay	1
Port Replicator Total		1
Power Supply	APC Smart UPS 2200	1
Power Supply for Laptop		2
Power Supply Total		3
Power System	Liebert Backup	1
Power System Total		1
Printer	Deskjet	1
Printer	HP 990 CSE Deskjet( MYS8K1B04K)	1
Printer	HP Laserjet 4000N	2
Printer	HP laserjet 5M	1
Printer	HP Laserjet 5P	1
Printer	Panasonic KX-P1124	1
Printer Total		7
Radio	Sanyo 23	1
Radio Total		1
RAS Server	Cyclades PR4000	1

Exhibit A-1-5

RAS Server Total		1
Router	Cisco 3600	3
Router Total		3
Scales	Various makes	3
Scales Total		3
Screen	Wall Mounted Roll	1
Screen Total		1
Server Rack	7 foot racks	6
Server Rack Total		6
Servers	64 bit	4
Servers	CD Tower	1
Servers	Generic WS	20
Servers	HP 9000	1
Servers	Power Servers	20
Servers Total		46
shelf-metal	server shelf	6
shelf-metal Total		6
Shelf-Server	4 tiered 8ft	5
Shelf-Server Total		5
Shelves	1 shelf	1
Shelves	2 shelf	3
Shelves	4 shelf	1
Shelves	5 shelf	1
Shelves	6 tier	1
Shelves	Grey Metal	2
Shelves	plastic staking	2
Shelves Total		11
Software	ABRA HR App	1
Software	Adobe Acrobat	2
Software	Adobe Illustrator	1
Software	Adobe PageMaker	1
Software	Adobe Premier	1
Software	ADX 4.3 (kept 4.2)	1
Software	Borland C++ Builder	1
Software	Borland Jbuilder	1
Software	Intel Solaris 2.7 (2.5 - development)	2
Software	LCMS - SQLBase	1
Software	Marketplace Pro	1
Software	MAS90 - SQLBase	1
Software	Microsoft Office 2000 - Standard/Pro	50
Software	Microsoft Visual Studio 6.0	25
Software	MS SQL Server 6 and 7	1
Software	Norton AntiVirus 2000	50

Exhibit A-1-6

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Software	Platinum for Windows	10
Software	SCO Unixware 7.0.1	1
Software	Solaris 2.7 (2.6 & 2.6 kept)	1
Software	StarTeam	3
Software	Symantec Ghost	100
Software	Telemagic	1
Software	Timbuktoo	50
Software	Tornado 2.0	1
Software	TrendMicro Virus Scan	1
Software	Veritas Backup Exec v8	6
Software	Webtrends	1
Software	Windows 2000 Professional	50
Software	SalesLogix SLX.net Suite Advanced	1
Software	SalesLogix SLX.net User Support	50
Software	SalesLogix SLX.net User Advanced	150
Software	SalesLogix Technical Support.	1
Software	SalesLogix Maintenance Contract	1
Software Total		366
Speaker	Computer Speakers	31
Speaker Total		31
Stamp	Pitney Bowes	1
Stamp Machine Total		1
Step Stool	Black plastic	1
Step Stool Total		1
Supplies	boxes	2
Supplies	Mail Supplies/approx.boxes	10
Supplies	Misc	32
Supplies Total		44
Switch - Data	2 port Omnicube	2
Switch - Data	4 port netgear	1
Switch - Data	Data Switches - Cisco, 3COM, HP	20
Switch - Data Total		23
Switch - PC	Belkin Omniview 4 port	1
Switch - PC Total		1
Switch-Data	Netgear dual speed hnb	1
Switch-Data Total		1
Table	4' Round	10
Table	Brown Wood	1
Table	Collapsible	1
Table	Folding	16
Table	Oval Brown	1
Table	PC Stand	1
Table	Rectangular	1

Exhibit A-1 7

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Table	typewriter Table small oak	1
Table	1 long folding / 1 small folding	2
Table	Typewriter	1
Table Total		35
Table (broken)	Typewriter table w/extension	1
Table (broken) Total		1
Toaster Oven	Black & Decker white	2
Toaster Oven Total		2
Trash Cont.	Black plastic	35
Trash Cont. Total		1
TV	Sony/big screen	1
TV Total		1
Typewriter	Smith Corona XE1950	1
Typewriter Total		1
vaccuum	vaccuum	1
vaccuum Total		1
VCR	Sony VCR 4 head	1
VCR Total		2
View Station	Polycam	1
View Station Total		1
Wall Boards	White	2
Wall Boards Total		2
Ware	Plates/Glasses/Pitchers/etc est.	100pc
Ware Total		0
Whiteboard	Whiteboard	49
Whiteboard Total		49
Wireless	Spectrum 4 wireless LAN cards	2
Wireless	Spectrum 4 wireless station	1
Wireless Total		3
workstations	generic	10
Workstations	Generic Workstations/Server	10
workstations Total		20
Tradeshow Booth ?	10? x 10?	1
Tradeshow Booth ?	20? x 20?	1
Tradeshow Booth ?	30? x 30?	1

SF1 #86659 v1

SF1 #86659 v1

Exhibit A-1-8

**Disclosure Schedule**

**Excerpted from:**

**ASSET PURCHASE AND SALE AGREEMENT**

**BY AND BETWEEN**

**CENTURA SOFTWARE CORPORATION**

**AND**

**BIRDSTEP TECHNOLOGY, INC.**

**August 20, 2001**

**Disclosure Schedule**

**4.5 Required Consents**

PBF  
Bankruptcy Court

Seller has not determined whether the licenses for the software on the attached Schedule 4.5 are assignable to Buyer.

**4.6. PBF Lien.**

**4.7 Intellectual Property**

All copyrights, copyright registrations, proprietary processes, trade secrets, license rights, specifications, technical manuals and data, drawings, inventions, designs, patents, patent applications, trade names, trademarks, service marks, product information and data, know-how and development work-in-progress, customer lists, software in complete source and object code formats, business and marketing plans and other intellectual or intangible property, whether pending, applied for or issued, whether filed in the United States or in other countries, together with all associated goodwill, all things authored, discovered, developed, made, perfected, improved, designed, engineered, acquired, produced, conceived or first reduced to practice by Seller or any of its employees or agents, in any stage of development, including, without limitation, modifications, enhancements, designs, concepts, techniques, methods, ideas, flow charts, coding sheets, notes and all other information, and any and all design and code documentation, methodologies, processes, trade secrets, copyrights, design information, product information, technology, formulae, routines, engineering specifications, technical manuals and data, drawings, inventions, know-how, techniques, engineering work papers, and notes, development work-in-process, and other proprietary information and materials of any kind, including without limitation the items listed on Schedule 4.7(a) and (b).

List of Registrations and Applications attached as Schedule 4.7(b).

Veritas has made claims that Seller's sales staff made oral promises that the next version of Velocis would include ODBC 3.5 and Dynamic DDL and related claims.

Seller has many unpaid liabilities to professionals who have represented Seller in intellectual property matters.

Seller is licensee from Synchrologic for a synchronization and is in default in payments thereunder, and Synchrologic's consent may be required to assign this agreement.

**4.9 The Seller has written employment agreements with the following:**

Steven Graves

Randy Merilatt  
Steven Smith  
Wayne Warren

The list of employees and compensation attached hereto as Schedule 4.9 is incorporated herein.

4.15 List of outstanding litigation:

Financial Relations Board vs. Centura Software Corp.  
Requested arbitration for collection

Bionetrix

Balance Software

Frankfurt Balkind Partners v. Centura Software Corp.  
S.D.N.Y. 01 CIV 4508 (PKL)

4.19 List of Permits

See attached Schedule 4.19. It is important to note that all of these registrations are non-transferable, and will need to be established by Birdstep Technologies. They are simple to establish and will not pose any problems. The list attached is the registrations required when Birdstep Technologies begins business.

Currently Centura files sales tax reports in about 17 states where nexus has been established in the past. Also, in states where we have had employees we filed payroll tax withholdings. However, these are irrelevant to Birdstep since they have no employees or nexus in any states other than those listed in the attached.

4.23 Brokers, etc.

The Seller had retained First Albany Corporation ("FAC") as its investment banker to assist the Seller in finding a buyer for the business. FAC's success fee, per their contract, was contingent on finding a buyer for the business and then to assist the Seller in closing a transaction. FAC did not find the Buyer and has not been involved with the Seller in any capacity to assist in consummating the Transaction herein. Accordingly, Seller believes it has no obligation to award a success fee as a result of this Transaction.

In May, 2001, the Seller, with Board approval as a retention plan, entered into a "special bonus plan" with its employees, with the following structure:

This following outlines the special bonus plan for Q2/Q3 2001 for your support and assistance in bringing in \$2.5 million or greater through strategic deals in the embedded space. It is probable that a transaction will be either an asset sale or



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some form of strategic buyout. This special bonus does not apply to any sales that are currently forecast or that would normally pay sales commissions. There will be no double compensation so if there are standard sales commissions paid on an account they will be deducted from the total for this special bonus. An employee must remain through the closing of a transaction in order to be eligible for the special bonus.

The bonus will be paid at 5% of total income once the target of \$2.5 million has been met. Larry Stefonic shall receive 2%, 1% shared equally among the other sales people and 2% will be shared equally among other contributors in the Seattle office and those elsewhere in the Company that are heavily involved in the embedded business, excluding Company Officers. John and Scott will determine the allocation of the final 2% for other persons. This means that below \$2.5 million no special bonus would be paid but at \$2.5 million the special bonus of \$125,000 would be payable according to the splits defined above. The bonus amount is not capped, so a transaction valued at \$10 million would pay a \$500,000 special bonus. The special bonus would be paid once the cash is received.

In June 2001, the Board of Directors of the Seller resolved that:

Scott R. Broomfield and John W. Bowman (the "Officers") shall receive an "Incentive Bonus" of 5% of the gross value received related to the sale of the Business or its assets, whether all or in part, if: i) a transaction is completed on or before September 15, 2001, ii) the Officers are actively involved in the negotiation and closing of a transaction, and iii) as may be necessary, the Officers remain through a Bankruptcy Court hearing authorizing an asset sale transaction.

**Schedule 4.5: Potentially Non-assignable Licenses**

Software	ABRA HR App	1
Software	Adobe Acrobat	2
Software	Adobe Illustrator	1
Software	Adobe PageMaker	1
Software	Adobe Premier	1
Software	AIX 4.3 (kept 4.2)	1
Software	Borland C++ Builder	1
Software	Borland Jbuilder	1
Software	Intel Solaris 2.7 (2.5 - development connection)	2
Software	LCMS - SQLBase	1
Software	Marketplace Pro	1
Software	MAS90 - SQLBase	1
Software	Microsoft Office 2000 - Standard/Pro	50
Software	Microsoft Visual Studio 6.0	25
Software	MS SQL Server 6 and 7	1
Software	Norton AntiVirus 2000	50
Software	Platinum for Windows	10
Software	SCO Unixware 7.0.1	1
Software	Solaris 2.7 (2.6 & 2.6 kept)	1
Software	StarTeam	3
Software	Symantec Ghost	100
Software	Telemagic	1
Software	Timbuktoo	50
Software	Tomado 2.0	1
Software	TrendMicro Virus Scan	1
Software	Veritas Backup Exec v8	6
Software	Webtrends	1
Software	Windows 2000 Professional	50
Software	SalesLogix SLX.net Suite Advanced	1
Software	SalesLogix SLX.net User Support	50
Software	SalesLogix SLX.net User Advanced	150
Software	SalesLogix Technical Support Contract	1
Software	SalesLogix Maintenance Contract	1

### Schedule 4.7(a): Product Descriptions

#### 1) Mbrane Touchpoint 3.0 – Mobile Companion

Touchpoint Mobile Companion is targeted at mobile workers – tethered or untethered – and their needs to remain productive at any given moment. It is a secure, platform-independent software that protects current and future investments in IT technology from obsolescence. Mobile workers can securely and immediately participate in a company's workflow and gain access to required knowledge assets. Mobile Companion supports Pocket PC, Palm, and EPOC operating system environments and is network carrier independent.

#### 2) Mbrane Touchpoint 3.0 – Embedded Companion

The Touchpoint Embedded Companion is designed to garner high performance in real-time database applications. Using either relational or network database models, the Embedded Companion is predictable, portable and reliable, providing all of the functionality needed to support real time critical applications. In addition, the Embedded Companion offers an ultra-small footprint, optimizing performance with minimal demands on computing resources without the typical DBMS overhead.

#### 3) Mbrane Touchpoint 3.0 – Server Partner

The Mbrane Touchpoint Server Partner is an intelligent, secure connection between corporate resources and any Mobile or Embedded Companions. It is the server element of the software membrane that understands an application's requirements and tailors its communications to those requirements. Users get the information they need in the format that is most useful. Overcoming spotty connections, low bandwidths, and device constraints, the Touchpoint Server Partner securely extends the enterprise to any mobile or embedded device. Effectively extending the firewall, the Touchpoint Server Partner communicates needed information and functionalities to mobile platforms, bringing users back into processes.

#### 4) Mbrane - Velocis

Velocis 3.0 is Mbrane's cross-platform database server for e-Business, Web applications, industrial servers, and other applications with demanding performance requirements. Velocis offers a solid foundation for application development with unique tools for performance enhancement and database customization and adheres to important industry standards such as SQL and ODBC. Velocis requires a minimum of administration and provides automatic recovery and full data integrity in a small-footprint, database server solution.

#### 5) Mbrane - RDM

RDM (formerly Rainma Database Manager) is a proven product with multiple success stories to its name. It was created by engineers at Rainma Corporation and was acquired by Mbrane (previously Centura) in mid-1998. RDM Real Time Operating System (RTOS) platforms include:

- Microsoft Windows CE
- WindRiver
- LynxOS (From Lynuxworks)
- QNX (The leading Real-time OS for PCs)
- 

#### 6) Mbrane - RDM/Vx

RDM for VxWorks (RDM/Vx) is a proven data record management solution, one designed specifically for Wind River's Tornado® development platform. RDM/Vx is a fast, lightweight database that is also scalable, extensible, optimized for performance. These advantages reduce an application's time to market, thereby complementing one of Tornado's strengths. The compact database engine is built around a comprehensive library of C functions for database manipulation and control. The records managed by RDM/Vx support all C data types, including arrays and structs. RDM/Vx provides high performance with low demands on computing resources.

Schedule 4.7(b): Registrations, etc.

Trademarks

Description	Trademark	Trademark Status
Corporation	Mbrane	Official US filing for Mbrane trademark March 13, 2001
Corporation	Centura	
Mobile Product	eSnapp (mobile product)	Application accepted for European Community. Payment due of \$979.00 by June 17 <sup>th</sup> , 2001
Corporation	Raima	Renewed trademark registration for Raima on October 23, 1990
Product	Raima Database Manager	Registered December 19, 1995
Product	Raima Object Manager	Registered August 20, 1996
Product	Velocis	Registered January 16, 1996
Product	db-Vista	Cancelled February 12, 1996
Product	Touchpoint MobileSQL	Unregistered trademark

Issued Copyrights

<u>Copyright Description</u>	<u>Registration No.</u>	<u>Date of Issuance</u>
db_QUERY (program)	TX-2-423-696	Oct. 3, 1988
db_VISTA (program)	TX-2-423-697	Oct. 3, 1988
db_VISTA (manual)	TX-2-469-173	Oct. 3, 1988
db_QUERY (manual)	TX-2-478-157	Dec. 2, 1988