

9/17/02

09-23-2002



ET

Y

Docket No.:

21992.001

Tab settings

To the Honorable Commissioner of Patents

102229707

attached original documents or copy thereof.

1. Name of conveying party(ies):

**NQL, Inc.**

a Delaware corporation  
900 Huyler Street  
Teterboro, NJ 07608

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **Bankruptcy Court Order Approving Sale of Assets**
- Merger
- Change of Name

Execution Date: dated March 22, 2002

2. Name and address of receiving party(ies):

Name: WhiteShark Technologies LLC

Internal Address: \_\_\_\_\_

Street Address: P.O. Box 607

City: Vancouver State: WA ZIP: 98660

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other Washington limited liability company

If assignee is not domiciled in the United States, a domestic designation is  Yes  No  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  No

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

A. Trademark Application No.(s)

76/142359    76/258387    76/144126

B. Trademark Registration No.(s)

2,383,926    2,480,986    2,158,893  
2,420,195

Additional numbers  Yes  No

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

Name: Charlotte C. Carberry

Internal Address: \_\_\_\_\_

Street Address: Manatt, Phelps & Phillips, LLP

1001 Page Mill Road, Building 2

City: Palo Alto State: CA ZIP: 94304

6. Total number of applications and registrations involved:.....

7

7. Total fee (37 CFR 3.41):.....\$ \$190.00

- Enclosed
- Authorized to be charged to depos account

8. Deposit account number:

50-1847

OFFICE OF PUBLIC RECORDS  
2002 SEP 17 AM 9:15  
FINANCE SECTION

DO NOT USE THIS SPACE

09/20/2002 DBYRNE 00000150 501847 76142359

01 FC:481 40.00 CH  
02 FC:482 150.00 CH

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.

Susan E. Hollander, Esq.

Name of Person Signing

Signature

September 17, 2002

Date

67

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 2586 FRAME: 0832

Michael S. Etkin, Esq. (ME-0570)  
Ira M. Levec, Esq. (IL-9958)  
65 Livingston Avenue  
Roseland, NJ 07068-1791  
(973) 597-2312  
Local Counsel for NQL Inc.

**FILED**  
JAMES J. WALDRON, CLERK  
MAR 22 2002  
U.S. BANKRUPTCY COURT  
NEWARK, N.J.  
BY *[Signature]* DEPUTY

ANGEL & FRANKEL, P.C.  
John H. Drucker, Esq. (JD-2524)  
Bonnie L. Pollack, Esq. (BP-3711)  
Rochelle R. Weisburg, Esq. (RW-6848)  
460 Park Avenue  
New York, NY 10022-1906  
(212) 752-8000  
Counsel for NQL Inc.

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

-----x  
In re:  
  
NQL INC.,

IN THE PROCEEDING FOR  
REORGANIZATION UNDER  
CHAPTER 11 OF THE  
BANKRUPTCY CODE.

Debtor.

Hon. Novalyn L. Winfield

-----x  
Case No. 02-31661

**ORDER PURSUANT TO SECTIONS 105, 363, 365 AND 1146 OF  
THE BANKRUPTCY CODE (i) AUTHORIZING AND APPROVING  
THE SALE OF CERTAIN ASSETS OF THE DEBTOR FREE AND  
CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES, (ii)  
AUTHORIZING AND APPROVING THE TERMS OF THE ASSET  
SALE AGREEMENT AS MODIFIED, (iii) APPROVING THE  
REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED  
LEASES, (iv) TERMINATING DEBTOR'S ASSET MANAGEMENT  
AGREEMENT WITH E-BOTZ.COM, INC.; (v) AUTHORIZING THE  
EXEMPTION OF THE SALE FROM STAMP OR SIMILAR TAXES  
AND (vi) GRANTING RELATED RELIEF**

IMANAGE.34211.2

NQL Inc., debtor and debtor-in-possession (the "Debtor"), filed on February 15, 2002 in this Court a motion for entry of an order pursuant to Sections 102, 105, 363, 365 and 1146 of the Bankruptcy Code (the "Sale Order") authorizing and approving (i) the sale of certain assets of the Debtor free and clear of liens, claims, and encumbrances, to WhiteShark Technologies LLC ("WhiteShark") for \$250,000 subject to higher or better offer and pursuant to the terms of the asset sale agreement between the Debtor and WhiteShark (the "Sale Agreement"), (ii) the Sale Agreement as entered into by the Debtor for the sale of the Sold Assets (as defined in the Sale Agreement but hereinafter referred to either as the "Sold Assets" or the "Assets"), (iii) the assumption and assignment, or rejection, of executory contracts and unexpired leases, (iv) the termination of an asset management agreement with E-botz.com, Inc. and (v) the exemption of the sale from stamp or similar taxes and the exemption from the otherwise applicable stay provisions of Bankruptcy Rule 6004(g) and 6006(d)(the "Sale Motion"). The Court conducted the hearing on the Sale Motion on March 22, 2002 (the "Sale Confirmation Hearing"). At the Sale Confirmation Hearing, the parties having placed certain modifications to the Sale Agreement on the record, and advised the Court that no contracts or leases would be assumed under the Sale Agreement. Having considered the Sale Motion, the pleadings, the arguments and the statements of counsel including the modifications to the Sale Agreement, any objections received to the Sale Motion, the evidence presented at the Sale Confirmation Hearing, and the record in these proceedings, the Court makes the following findings of fact and conclusions of law and, pursuant thereto, enters the following order:<sup>1</sup>

---

<sup>1</sup> Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Approved Sale Agreement (as hereinafter defined).

FINDINGS OF FACT

1. On February 15, 2002 (the "Petition Date"), the Debtor filed with the Clerk of this Court a petition for relief under chapter 11, title 11, of the United States Code (the "Bankruptcy Code"). The Debtor is operating its business and managing its property as a debtor in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.

3. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The statutory predicates for the relief sought herein are Sections 102, 105, 363, 365 and 1146 of the Bankruptcy Code and Rules 2002, 6004, 6006 and 9006 of the Bankruptcy Rules.

4. Venue of the Debtor's chapter 11 case and this Sale Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. Concurrently with the filing of the Sale Motion, the Debtor requested by separate motion (the "Scheduling Motion") that the Court approve (i) the bidding procedures annexed thereto as Exhibit "B" (the "Bidding Procedures") in connection with the proposed sale by the Debtor of the Assets (the "Asset Sale"); (ii) a break up fee to be payable to WhiteShark under certain circumstances (the "Break Up Fee"); and (iii) the form and manner of notice to be utilized in connection with the Sale Motion and the conduct of the Sale Confirmation Hearing, in the form annexed thereto as Exhibit "D" (the "Sale Hearing Notice") establishing a date, time and place for the Asset Sale and the Sale Confirmation Hearing for the Court to consider the approval of (a) the sale of the Assets, (b) the assumption and assignment, or rejection, of executory contracts and unexpired leases, (c) termination of an asset management agreement with E-botz.com, Inc. and (d)

the exemption of the sale from stamp or similar taxes and from the stay provisions of Bankruptcy

Rules 6004(g) and 6006(d).

6. On February 26, 2002, the Court signed an order approving, *inter alia*, the Bidding Procedures, the Break Up Fee, the Sale Hearing Notice, and scheduling the Asset Sale and Sale Confirmation Hearing (the "Scheduling Order"). Notice of, *inter alia*, the Asset Sale, Sale Confirmation Hearing and the deadline for filing objections was served on February 27, 2002 and was published, all in accordance with the Scheduling Order.

7. No potential purchasers requested to be deemed a qualified bidder (the "Qualified Bidder"). Any Qualified Bidders desiring to submit a bid at the Asset Sale (a "Bid") were required to deliver a Bid, consisting of (a) an executed version of the Sale Agreement with marked alterations, if desired, (b) an earnest money deposit (the "Earnest Down Payment") equal to 10% of the total proposed purchase price, and (c) Adequate Assurance Information (as defined in the Bidding Procedures) such that the Bid was actually received in writing as particularly set forth in the Scheduling Order not later than 4:00 p.m. on March 19, 2002, provided, however, that the Debtor was authorized, but not required, to consider any reasonable offer which was made at the Sale Confirmation Hearing by a bidder who did not previously submit a bid pursuant to the Bidding Procedures.

8. No additional bids were submitted. The Asset Sale was held on March 22, 2002 (the "Asset Sale"). As a result of the Asset Sale, and subject to this Court's approval, the bid of WhiteShark (the "Purchaser") in the amount of \$250,000 (the "Purchase Price") for the purchase of the Assets was selected by the Debtor as the highest and best of the Bids (the "Winning Bid"). The Purchaser shall purchase the Assets in accordance with the Sale Agreement attached hereto as

Exhibit "A" as modified by the Modification Agreement attached hereto as Exhibit "B" (the Sale Agreement as modified hereinafter defined as the "Approved Sale Agreement").

9. The closing (the "Closing") under the Approved Sale Agreement shall occur in accordance with the terms of the Approved Sale Agreement.

10. Objections to any relief requested by the Sale Motion were required to set forth in writing with particularity the grounds for such objections or other statements of position and were required to be filed with the Bankruptcy Court and served, not later than 4:00 p.m. on March 18, 2002, on (i) counsel for the Debtor, Angel & Frankel, P.C., 460 Park Avenue, New York, New York 10022, Attention: John H. Drucker, Esq. and Lowenstein Sandler, 65 Livingston Avenue, Roseland, NJ 07068, Attention: Ira M. Levee, Esq.; and (ii) the United States Trustee, One Newark Center, Suite 2100, Newark, NJ 07102. As of such deadline, no such objections had been received, or any objections which were timely received have been considered by the Court and have been overruled.

11. The Debtor is a good faith seller and Purchaser is a good faith purchaser with regard to the Approved Sale Agreement and the transactions related thereto within the meaning of Section 363(m) of the Bankruptcy Code, and as such the Debtor and Purchaser are entitled to the protections of Section 363(m). The Approved Sale Agreement is the product of good faith negotiations between the Debtor and Purchaser that were conducted at all times at arm's length and without collusion. The Debtor's management and board of directors have acted within the scope of and have fulfilled their fiduciary duty on behalf of the Debtor, its shareholders and creditors. There is no evidence of conduct that would permit a finding of lack of good faith in this sale on the part of Purchaser and its officers and directors or the Debtor and its officers, directors and authorized representatives or that would justify setting aside the sale under Section 363(n) of the Bankruptcy Code.

12. Approval of the Approved Sale Agreement, the consummation of the sale of the Assets contemplated thereby, rejection of the executory contracts and unexpired leases, and termination of the Asset Management Agreement with E-botz.com, Inc. ("E-botz") as provided in the Approved Sale Agreement, are in the best interests of the Debtor's estate. The Court finds that the Debtor has articulated good and sufficient business reasons justifying the sale of the Assets and the related relief pursuant to Sections 102, 105, 363, 365 and 1146 of the Bankruptcy Code. Such business reasons include, but are not limited to, the facts that (a) there is a risk of deterioration of the value of the Assets if the sale is not consummated quickly and the administrative costs associated with same are increasing daily; (b) the Winning Bid constitutes the highest and best bid for the Assets; (c) the Approved Sale Agreement and the Closing thereon will present the best opportunity to realize the value of the Debtor on a going concern basis and avoid decline and devaluation of the Debtor's business; and (d) disposition of the Assets under any plan of reorganization would have most likely yielded no greater economic or beneficial result.

13. The transaction reflected in the Approved Sale Agreement represents the highest and best offer for the Assets. The consideration to be paid by Purchaser to the Debtor pursuant to the Approved Sale Agreement is fair and constitutes reasonably equivalent value for the Assets proposed to be sold hereunder.

14. All findings of fact which are conclusions of law shall be deemed to be conclusions of law.

## CONCLUSIONS OF LAW

1. The Court has jurisdiction of this case and of the assets of the Debtor and its estate under U.S.C. §§ 1334 and 157. The Sale Motion concerns the administration of the Debtor's estate and approval of the sale of assets of the Debtor's estate and is, therefore, a core proceeding under 28 U.S.C. §§ 157(b)(2)(A), (M), (N) and (O).

2. Good and sufficient notice of the Asset Sale and Sale Confirmation Hearing (including the Bidding Procedures) has been given in accordance with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Scheduling Order, and no other or further notice shall be required.

3. All requirements of Bankruptcy Code Section 363(b) and (f), and any other applicable law relating to the sale of the Assets contemplated by the Approved Sale Agreement, have been satisfied.

4. All requirements of Bankruptcy Code Section 365, and any other applicable law relating to the rejection of the executory contracts and unexpired leases which are the subject of the Sale Motion and the Approved Sale Agreement, have been satisfied.

5. Rejection of the Rejected Contracts (as such term is defined in the Sale Motion) is in the best interest of the Debtor's estate and is in the sound exercise of Debtor's business judgment.

6. The transactions contemplated by the Approved Sale Agreement have been bargained for and are undertaken by Purchaser and the Debtor at arm's length, without collusion, and in good faith as that term is used in Section 363(m) of the Bankruptcy Code, and such parties are entitled to the protections afforded by Section 363(m) of the Bankruptcy Code. Purchaser and the Debtor have not engaged in any conduct that would cause or permit the Sale Agreement to be avoided pursuant



to Section 363(n) of the Bankruptcy Code. In the absence of a stay pending appeal, if Purchaser and Debtor elect to consummate the Approved Sale Agreement at any time after entry of this Order, Purchaser shall be entitled to the protections of Section 363(m) of the Bankruptcy Code notwithstanding that this Order or any authorization contained herein is reversed or modified on appeal.

7. The transaction reflected in the Approved Sale Agreement represents the highest and best offer for the Assets.

8. The transfer of the Assets, by the Debtor to Purchaser (a) is or will be a legal, valid, and effective transfer of the Assets; (b) vests or will vest Purchaser with good title to the Assets free and clear of all claims and encumbrances; and (c) constitutes a transfer for reasonable equivalent value and fair consideration under the Bankruptcy Code.

9. Termination of the Debtor's Management Agreement with E-botz.com, Inc. in accordance with the Approved Sale Agreement is warranted because, upon the closing of the Asset Sale, the assets being managed by E-botz pursuant to the Management Agreement will no longer be owned by the Debtor and the Management Agreement will become unnecessary, and the termination of the Management Agreement was contemplated by its terms to occur upon a sale of the Assets as provided for herein.

10. The transfer of the Assets to Purchaser qualifies for the exemption from stamp or similar taxes pursuant to Section 1146 of the Bankruptcy Code.

11. All of the provisions of this Order are nonseverable and mutually dependent.

12. All conclusions of law which are findings of facts shall be deemed to be findings of fact.

ORDER

IN ACCORDANCE WITH THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED THAT:

1. The relief requested in the Sale Motion is granted in all respects.
2. All objections, responses, and requests for continuance concerning the Sale Motion not resolved by the terms of this Order or a separate order entered contemporaneously herewith or by a stipulation announced on the record of the hearing and not otherwise withdrawn, waived, or settled, and all reservations or rights therein, are overruled and denied.
3. The terms and conditions of the Approved Sale Agreement are approved and the sale of the Assets is hereby authorized under Sections 102, 105 and 363(b) of the Bankruptcy Code.
4. The Debtor and the Purchaser are hereby authorized and directed to execute and deliver the Approved Sale Agreement and to consummate the sale of the Assets to Purchaser pursuant to the terms of the Approved Sale Agreement and the related transactions in connection therewith, and the form and content of the Approved Sale Agreement is approved.
5. The Debtor is authorized to negotiate, execute and deliver such other and further documents as may be necessary or appropriate to implement and consummate the Approved Sale Agreement.
6. The Debtor is further authorized to perform its obligations under the Approved Sale Agreement and other related agreements and otherwise to consummate all of the transactions contemplated thereby and to take all further actions as may be reasonably requested by Purchaser for the purpose of assembling, transferring, granting or conveying to Purchaser, or reducing to

possession, all of the Assets, or as may be necessary to the performance of the obligations contemplated by the Approved Sale Agreement.

7. The Debtor and each other Person having duties or responsibilities under the Approved Sale Agreement, the related agreements, or this Order and their respective directors, officers, general partners, members, agents, representatives, and attorneys, are authorized and empowered to carry out all of the provisions of the Approved Sale Agreement and other related agreements; to issue, execute, deliver, file, and record, as appropriate, the related agreements, and to take any and all actions contemplated by the Approved Sale Agreement, the related agreements, or this Order, and to issue, execute, deliver, file, and record, as appropriate, such other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments, leases, or other agreements or documents and to perform such other acts and execute and deliver such other documents, as are consistent with, and necessary or appropriate to implement, effectuate, and consummate, the Approved Sale Agreement, and this Order and the transactions contemplated thereby and hereby, all without further application to, or order of, the Court or further action by their respective directors, or stockholders, and with like effect as if such actions had been taken by unanimous action of the respective directors, or stockholders, of such entities. All such additional agreements, documents, and instruments shall be deemed to be "related agreements" for purposes of this Order. The officers or authorized representatives of the Debtor shall be, and hereby are, authorized to certify or attest to any of the foregoing actions (but no such certification or attestation shall be required to make any such action valid, binding, and enforceable). The Debtor is further authorized and empowered, but not obligated, to cause to be filed with the secretary of state or other applicable officials of any applicable governmental units any and all certificates, agreements, or

amendments necessary or appropriate to effectuate the transactions contemplated by the Approved Sale Agreement, the related agreements, and this Order, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units, or as any of the officers or the authorized representatives of the Debtor may determine are necessary or appropriate. The execution of any such document, or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act.

8. The Rejected Contracts shall be and hereby are rejected under Section 365 of the Bankruptcy Code as of the date of entry of this Order. A list of the Rejected Contracts is annexed hereto as Exhibit "C".

9. The Management Agreement shall be terminated in accordance with the Approved Sale Agreement. E-botz be, and hereby is, directed to turn over to the Purchaser possession of any and all of the Assets in its possession at the time of termination. Pursuant to the terms of the Management Agreement, the reasonable costs of turnover of possession shall be paid by the Purchaser. Any disputes regarding the reasonableness of such costs will be determined by this Court.

10. At the Closing Date (as defined in the Approved Sale Agreement), all right, title, and interest in and to the Assets shall be immediately vested in Purchaser free and clear of all liens, claims, interests and encumbrances of any type whatsoever, pursuant to Section 363(b) and (f) of the Bankruptcy Code. Any liens and claims on the Assets shall attach to the proceeds of the sale of the Assets in order of their priority, to the same extent and with the same validity, force and effect as if such property had not been sold.

11. All entities in possession of some or all of the Assets at the Closing are directed to surrender possessions of the Assets to Purchaser at the Closing.

12. This Order is and shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, title agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, territorial and local officials, and all other persons and entities who may be required by operation of law, and the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Assets.

13. The transfer of the Assets to Purchaser does not and will not subject the Debtor or Purchaser or their affiliates to any liability for a stamp tax or a similar tax, including, without limitation, any transfer tax, to the fullest extent permitted by Section 1146(c) of the Bankruptcy Code.

14. If any person or entity that has filed financing statements or other documents or agreements evidencing liens on or interests in the Assets shall not have delivered to the Debtor prior to the Closing, in proper form of filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all liens or other interests which the person or entity has with respect to the Assets, the Debtor is hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Assets.

15. All persons are enjoined from in any way pursuing Purchaser or its affiliates to recover any claims which such person has against the Debtor, except with respect to (1) Assumed

Liabilities (as defined in the Approved Sale Agreement), and (2) any claim which is independently assertable against Purchaser or its affiliates.

16. After the Closing Date, the Debtor shall have no liability for the Assumed Liabilities and all persons are enjoined from in any way pursuing the Debtor to recover any claim which such person had against the Debtor in respect of the Assumed Liabilities.

17. The Approved Sale Agreement and all other documents, agreements, and instruments necessary to effectuate and consummate the transactions contemplated by the Approved Sale Agreement, together with the terms and provisions of this Order, shall be binding upon and shall inure to the benefit of the Debtor, Purchaser, and their respective successors and assigns, notwithstanding any subsequent appointment of a trustee for the Debtor, under any chapter of the Bankruptcy Code, as to which trustee such documents, agreements, and instruments (and the terms and provisions thereof) shall be binding in all respects.

⇒ 18. The Approved Sale Agreement may be modified, amended, or supplemented by agreement of the Debtor and Purchaser without further action of the Court, provided that any such modification, amendment, or supplement is not material and substantially conforms to and effectuates the Approved Sale Agreement.

19. If the Purchaser fails to consummate the purchase in breach of the Approved Sale Agreement, the Debtor shall have all of the rights set forth in the Approved Sale Agreement, without limiting its rights to seek all available damages against the Purchaser.

20. The Court retains exclusive jurisdiction to (a) interpret and enforce the provisions of the Approved Sale Agreement, the Bidding Procedures and this Order in all respects, including, without limitation, retaining exclusive jurisdiction to protect the Purchaser against any liability other

than the Assumed Liabilities, or related to the Assets, or otherwise in accordance with the provisions of the Approved Sale Agreement, and (b) determine or resolve any and all objections to or disputes among the parties to the Approved Sale Agreement regarding all issues or disputes with respect to the Approved Sale Agreement, provided, however, that in the event the Court abstains from exercising, or declines to exercise, jurisdiction with respect to any matter referred to in this paragraph or is without jurisdiction, such abstention, refusal, or lack of jurisdiction shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

21. Notwithstanding anything in the Approved Sale Agreement or in this order to the contrary, title to the Sold Assets shall not transfer to WS unless and until all of Purchaser's obligations under the Approved Sale Agreement have been satisfied, including the payment in full of the Purchase Price and the occurrence of the Closing Date.

22. The failure specifically to include any particular provisions of the Approved Sale Agreement or related agreements in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Approved Sale Agreement be authorized and approved in its entirety.

23. Nothing contained in any chapter 11 plan confirmed in this case or the order confirming any such plan shall conflict with or deviate from the provisions of the Approved Sale Agreement, the related agreements, or the terms of this Order.

Dated: March 27, 2002

**NOVALYN L. WINFIELD**  
NOVALYN L. WINFIELD  
UNITED STATES BANKRUPTCY JUDGE



**ASSET SALE AGREEMENT**

**BETWEEN:** WhiteShark Technologies, LLC ("WS")

**AND:** NQL Inc., a Delaware Corporation ("NQL")

**RECITALS:**

1. NQL owns the Network Query Language <sup>TM</sup> and through its software division ("NQL's Software Division") is engaged in the business of developing and selling products and services based on its Network Query Language <sup>TM</sup>.
2. WS is in the business of providing intelligent agent (bot) technologies to businesses.
3. NQL and WS are parties to a Letter of Intent (as defined in Section 5.1 below). The Letter of Intent, among other things, confers on WS the exclusive right to negotiate with NQL to acquire NQL's Software Division. The negotiation period in the Letter of Intent presently expires on the earlier of (i) February 28, 2002, or (ii) upon the execution of this agreement (the "Asset Sale Agreement").
4. NQL has determined that it is currently unable to operate, manage, or maintain NQL's Software Division in a manner which will permit NQL to maximize or maintain the value of the NQL Software Division.
5. If by the time of the execution of this Asset Sale Agreement it has not already done so, NQL will, at its own expense, file a petition for relief under the United States Bankruptcy Code not later than three (3) business days after the date of execution of this Asset Sale Agreement in a United States Bankruptcy Court (the "Bankruptcy Court") of its choosing (the "Bankruptcy Case").
6. NQL desires to sell, and WS desires to purchase, substantially all of the assets of NQL's Software Division, and the parties are entering into this Asset Sale Agreement for that purpose, subject to the approval of the Bankruptcy Court.

**AGREEMENT**

In consideration of the foregoing recitals (which are incorporated into this Asset Sale Agreement) and in further consideration of the following terms and conditions, the parties agree:

MANAGE: 54992.1 = 54065.9 x 54065.8

## I. ASSETS TO BE SOLD

- 1.1. The assets to be sold ("Sold Assets") are the Network Query Language <sup>TM</sup> and associated products, and the tangible and intangible assets of NQL's Software Division as identified herein. The Sold Assets include all of the assets listed in Exhibit A, and all related hardware, domain names, trademarks, copyrights, patents, patent applications, and personal property or contract rights (including the Assumed Contracts as defined in Section 1.3.2 below) of every description related to NQL's Software Division, except for Excluded Assets, defined below.
- 1.2. The Sold Assets do not include the following assets, which shall be Excluded Assets (collectively, the "Excluded Assets"):
- 1.2.1. NQL's common and preferred stock and NQL's stock interests and ownership interests in any other entity, including its wholly-owned subsidiary Delta Computec Inc. ("DCI") and any of DCI's assets, including DCI's tangible and intangible assets;
- 1.2.2. NQL's corporate, personnel, and accounting records;
- 1.2.3. NQL's rights and interests under Rejected Contracts, defined in Section 1.3.1 below;
- 1.2.4. Any and all of NQL's cash, bank accounts, proceeds or deposits in bank accounts, letters of credit, promissory notes or checks or other negotiable instruments in NQL's possession on the Effective Date (as hereafter defined), or in which, or with regard to which, NQL had a right or interest as of the Effective Date;
- 1.2.5. Office furniture and fixtures and all contracts related to them;
- 1.2.6. Any and all accounts receivable generated by NQL prior to the execution of the E-botz Agreement (as defined in Section 8.5 below) and any and all monies due to NQL under the E-botz Agreement;
- 1.2.7. Any and all tax refunds, insurance claims or refunds and net operating losses;
- 1.2.8. Except as they relate to, or concern, any Assumed Contract as hereafter defined, any and all causes of action, counterclaims and/or cross-claims relating to any acts or events concerning NQL prior to the execution of the E-botz Agreement; provided, however, that in the event of a claim asserted against NQL by any party to an Assumed Contract, NQL shall have the right to assert any defense, counterclaim or cross-claim; and

MANAGE: 54992.1 = 340659 x 54065.1

- 1.2.9. Anything not listed on Exhibit A, except those contracts or leases to which reference is made in Section 1.3.5.
- 1.3. 1.3.1 No later than three (3) business days after the execution of this Asset Sale Agreement, NQL will prepare a list identifying all executory contracts and leases which relate to NQL's Software Division (and which do not relate to Excluded Assets), and provide a copy of such list, together with copies of any of such contracts and leases not previously provided or made available, to WS. WS acknowledges that it has already received the list required by this paragraph. As soon as practicable after receiving the foregoing list, but in any event not less than ten (10) days prior to the first date scheduled for the Sale Hearing (as hereinafter defined), WS shall notify NQL in writing which identified contracts and leases WS desires to assume (the "Assumed Contracts") and which identified contract and leases WS does not desire to assume (the "Rejected Contracts"). The date which is ten (10) days prior to the first date scheduled for the Sale Hearing shall hereafter be referred to as the "Contract Notification Deadline". Any existing contract and lease which is on the list with regard to which WS has not notified NQL in writing on or before the Contract Notification Deadline as to whether it will be treated as an Assumed Contract or Rejected Contract will be, and will be treated as, a Rejected Contract.
- 1.3.2 As part of NQL's motion for entry of the Approval Order further described in Section 4 hereof, NQL shall request, and use its best efforts to obtain, entry of an order authorizing its assumption of the Assumed Contracts and the assignment of the Assumed Contracts to WS. If such a request is granted, the Approval Order shall provide that for any such Assumed Contracts, WS will assume all liabilities and obligations of NQL under such Assumed Contracts, including any obligations to cure any defaults thereunder (the "Assumed Liabilities").
- 1.3.3 WS shall have the obligation to provide to NQL all information necessary to satisfy the requirements of Section 365 of the Bankruptcy Code for assumption and assignment of the Assumed Contracts including, but not limited to, WS' ability to cure defaults and to provide adequate assurance of future performance of the Assumed Contracts.
- 1.3.4 The failure of the Bankruptcy Court to authorize the assumption and assignment of any of the Assumed Contracts to WS shall not in any way affect the Purchase Price (as defined in Section 2 below), nor shall the same constitute a breach of this Asset Sale Agreement.

1.3.5 In the event it is determined that an executory contract or lease related to NQL's software division was not originally identified on the list of executory contracts and leases provided by NQL to WS pursuant to Section 1.3.1 above, then, upon learning of the omission of such non-listed contract, NQL shall immediately advise WS of the existence of same and, in the event that WS determines that it desires to assume any such contract, NQL shall make the appropriate motion under section 365 of the Bankruptcy Code at such time, subject to the provisions of sections 1.3.3 and 1.3.4 above.

1.4. The Sold Assets will be sold by NQL to WS free and clear of any liens, claims, encumbrances or other interests of any person or entity. **THE TRANSFER, SALE AND ASSIGNMENT OF THE NQL SOFTWARE DIVISION INCLUDING, THE SOLD ASSETS AND THE ASSUMED CONTRACTS IS, AND SHALL FOR ALL PURPOSES BE, AS IS, WHERE IS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WITH ALL FAULTS AND DEFECTS AND IN SUCH CONDITION AND STATE OF REPAIR AS SHALL EXIST ON THE EFFECTIVE DATE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.**

## 2. PURCHASE PRICE

2.1. The Purchase Price ("Purchase Price") for the Sold Assets will be \$250,000, payable in cash as follows: (a) a deposit of \$10,000 upon execution of this Asset Sale Agreement (the "Deposit"), to be held in escrow by counsel to NQL and paid to NQL on the Effective Date (as defined in Section 6 below); and (b) \$240,000 on the Effective Date.

2.2. Except as set forth in Section 7 hereof, in the event that the sale contemplated herein is not consummated, the Deposit shall be returned to WS.

### 2.3 Escrow Provisions

2.3.1 Appointment of Escrow Agent. NQL and WS each irrevocably appoint Angel & Frankel, P.C., 460 Park Avenue, New York, NY 10022-1906 as Escrow Agent to receive, hold, administer and deliver the Deposit, and any interest earned on the Deposit (collectively the "Escrow Amount") in accordance herewith. The parties further agree that the Escrow Agent shall not be restricted in any manner whatsoever from acting as attorneys for NQL and any of its affiliates with respect to any matter, and consent to the Escrow Agent so acting as attorneys for NQL, including but not limited to, any matter related to this Asset Sale Agreement.

IMAGE: 54992.1 = 54065.9 x 54065.8

- 2.3.2 Investment and Reinvestment. The Escrow Agent will establish and maintain an account at a financial institution for the Escrow Amount. Escrow Agent may, but shall have no obligation to, maintain the Deposit in an interest bearing account. The Escrow Agent shall not incur any liability hereunder whatsoever except for its willful misconduct. Specifically and without limiting the foregoing, the Escrow Agent shall not have any liability in connection with any delays in clearing the Escrow Amount or in connection with its investment or reinvestment of any Escrow Amount held by it hereunder, including without limitation any liability for any claim that a higher rate of return could have been obtained, any delay not resulting from willful misconduct, gross negligence or for any loss of interest or profits incident to or the consequence of any such delay. The Escrow Amount shall be deposited in an FDIC insured bank account. The party entitled to the Deposit shall also be entitled to receive any interest earned on the Deposit, if any.
- 2.3.3 Terms of Escrow. The Escrow Agent shall dispose of the Escrow Amount as follows:
- (a) upon the Effective Date, by delivery to NQL; or
  - (b) upon receipt by the Escrow Agent of a written notice signed by both NQL and WS which directs an alternative disposition of all or a portion of the Escrow Amount; or
  - (c) upon receipt of a final order of the Bankruptcy Court as therein directed; or
  - (d) upon denial by the Bankruptcy Court of NQL's motion for approval of this Asset Sale Agreement and the transaction contemplated herein by delivery to WS, except that if the denial is based on approval by the Bankruptcy Court of a higher or better offer, the Deposit shall be returned in the manner provided in the Sales Procedure Order (as defined in Section 4.2.1 below); or
  - (e) subject to the provisions of Sections 5.1 and 5.2 below, upon the occurrence of the Dismissal Date (as defined in Section 5.1 below), by delivery to WS; or
  - (f) in all other cases, if either party makes a demand upon Escrow Agent for the Escrow Amount or a portion thereof, Escrow Agent shall give notice of such a demand to the other party. If a notice of objection to the proposed payment is not received from the other party within

MANAGE:54992.1 = 54025.9 = 54065.8

seven (7) business days after the giving of the notice by Escrow Agent, time being of the essence, Escrow Agent is authorized to deliver the Escrow Amount to the party which made the demand. If Escrow Agent receives a notice of objection within said period, then Escrow Agent shall continue to hold the Escrow Amount and thereafter pay it to the party entitled when Escrow Agent receives (a) a notice from the objecting party withdrawing the objection, (b) a notice signed by both parties directing disposition of the Escrow Amount or (c) a judgment or order of the Bankruptcy Court. Except as otherwise set forth in Sections 5.2 and 7.1 below, in no event shall either party make a demand for the Escrow Amount until either (i) the Bankruptcy Case is dismissed, (ii) the Bankruptcy Court finally determines the Motion (as defined in Section 4.2 below); or (iii) the expiration of the Exclusive Negotiation Period (as defined in Section 5.1 below), if applicable.

2.3.4 Responsibility of the Escrow Agent. The Escrow Agent's duties hereunder are purely ministerial in nature and the Escrow Agent shall have no duties or responsibilities except those expressly set forth herein. In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder, or shall receive instructions from WS or NQL, which in the opinion of the Escrow Agent are in conflict with any of the provisions hereof or in the event of a dispute regarding the Escrow Amount or this Agreement, then the Escrow Agent shall not be required to take any action and shall be entitled to hold the Escrow Amount until such time as the Escrow Agent receives joint written instructions from NQL and WS or receives an order from a court of competent jurisdiction with respect to the Escrow Amount in accordance with such order. Escrow Agent at any time shall have the right at its option to apply to the Bankruptcy Court for a determination of the rights and obligations of the parties or to deposit the Escrow Amount into the Bankruptcy Court and shall thereafter be released from any obligation with regard to the Escrow Amount. The Escrow Agent, in the event of any question or dispute as to the construction of any of the provisions hereof, or otherwise, shall incur no liability and shall be fully protected in respect of any action taken, omitted or suffered by it in good faith.

2.3.5 Authenticity of Documents, Notices, Etc. The Escrow Agent may act upon judgment, order, certification, demand, notice, instrument or other writing believed by it, in good faith, to be genuine and purporting to be signed on behalf of the individual or entity for whom it is signed, without being required to determine the authenticity or correctness of any fact stated therein or the propriety or validity of the service thereof. The Escrow Agent may assume that any person who purports to give any notice or receipt or advice

MANAGE: 54992.1 = 54063.9 x 54063.8

or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so. Any notices, requests, demands, or other communications given or required to be given under the provisions of this subsection shall be performed in accordance with Section 8.15 hereof.

- 2.3.6 Indemnification. NQL and WS jointly and severally shall indemnify and hold harmless the Escrow Agent (and any successor Escrow Agent) from and against any and all liability, loss, damage or expense arising out of or in connection with the performance of its duties as Escrow Agent under this Agreement, including, but not limited to, reasonable legal fees and expenses, except with respect to the Escrow Agent's willful misconduct or gross negligence.

### 3. ASSUMED LIABILITIES

- 3.1. WS will not assume any of the obligations and liabilities of NQL, except for the Assumed Liabilities. Except for the Assumed, any liabilities of NQL that would otherwise constitute a lien upon or would otherwise attach to the Sold Assets shall, upon the Effective Date, be transferred to and attach to the Purchase Price.

### 4. BANKRUPTCY COURT APPROVAL

- 4.1. The Asset Sale Agreement is subject to the entry of an order authorizing and approving this Asset Sale Agreement (the "Approval Order").
- 4.2. In connection with the transactions contemplated by this Asset Sale Agreement, within three (3) business days of the date of execution of this Asset Sale Agreement, NQL shall file with the Bankruptcy Court applications (collectively, the "Motion") for the following:
- 4.2.1 an order (i) fixing the date of the hearing to consider approval of the sale by NQL to WS of the Sold Assets and of the assumption by NQL, and the assignment to WS, of the Assumed Contracts, pursuant to this Asset Sale Agreement (the "Sale Hearing"), subject to any higher or better offer that may be approved by the Bankruptcy Court (the "Auction"); (ii) designating the procedures to be implemented in connection with the Asset Sale, and of the assumption and assignment of the Assumed Contracts; (iii) approving the form and manner of notice of the transactions contemplated by this Asset Sale Agreement, the Asset Sale and the Sale Hearing; and (iv) establishing the minimum terms of any competing offers (the "Sales Procedure Order"); and

IMANAGE: 54992.1 # 54065.9 # 54066.8

- 4.2.2 the Approval Order, *inter alia*, (i) authorizing and approving the sale of the Sold Assets as provided for herein pursuant to Sections 363(b) and (f) of the Bankruptcy Code; (ii) finding that WS is a purchaser acting in good faith and is entitled to the protections of Section 363(m) of the Bankruptcy Code; (iii) providing that the sale of the Sold Assets is free and clear of all claims, liabilities, interests, offsets, liens or encumbrances pursuant to Sections 363(b) and (f) of the Bankruptcy Code, except for the Assumed Liabilities, to the extent authorized by the Bankruptcy Code, and enjoining all persons from asserting any claim against WS in contravention of such provision of the Approval Order; (iv) authorizing NQL to assume and assign to WS the Assumed Contracts under Section 365 of the Bankruptcy Code; (v) containing such other findings and provisions as may be reasonably requested by WS (including, but not limited to, a finding that notice of the transactions contemplated by this Asset Sale Agreement and the Sale Hearing has been properly provided to all parties entitled to such notice) to assure that (x) title to and possession of the Sold Assets will be transferred to WS pursuant to Sections 363(b) and (f) of the Bankruptcy Code, and (y) NQL will be duly authorized to execute and deliver such instruments as NQL is required to execute and deliver pursuant to the terms of this Asset Sale Agreement; (vi) terminating the E-botz Agreement (as hereinafter defined) effective on the Effective Date; and (vii) including such other provisions to which NQL and WS shall agree.
- 4.2.3 Each of NQL and WS shall use its best efforts to obtain a hearing date for approval of the Sales Procedure Order as promptly as practicable and a date for the Sale Hearing as promptly as practicable. NQL shall use its best efforts to provide counsel to WS with a copy of each notice, application, proposed order and other related pleadings regarding these transactions prepared by NQL and to be filed with the Bankruptcy Court in advance of the filing of such documents in the Bankruptcy Court.
- 4.3 The parties acknowledge and agree that NQL is required to provide certain information to other interested parties and that NQL will: (i) publish notices of the transactions contemplated by this Asset Sale Agreement, the Auction, the Sale Hearing, and related matters as required by applicable law and the Bankruptcy Code including providing notice to NQL's creditors, entities which file a notice of appearance in the Bankruptcy Case and any entity which has expressed an interest in the Sold Assets; (ii) respond to any inquiries concerning the sale of the Sold Assets; (iii) provide any and all information and reasonable access to competing bidders; and (iv) undertake such further or other action with respect to interested parties as may be ordered or required by the Bankruptcy Court. Except as is specifically set forth herein, no other publicity or notices regarding the transactions contemplated by this

MANAGE: 54997.1 = 34065.9 x 54061.8



Asset Sale Agreement shall be made prior to entry of an order by the Bankruptcy Court approving this transaction without the prior approval of the parties hereto.

## 5. LETTER OF INTENT

- 5.1. The parties agree that it is their intention by entering into this Asset Sale Agreement that the transaction contemplated by this Asset Sale Agreement shall occur under the jurisdiction of the Bankruptcy Court in the Bankruptcy Case. If NQL fails to file a bankruptcy petition or such petition is later dismissed by the Bankruptcy Court or voluntarily withdrawn by NQL prior to approval of this Asset Sale Agreement, and provided that at such time WS is not itself in violation of any provision of this Asset Sale Agreement, the parties agree that, upon such failure to file, dismissal or withdrawal (collectively, the "Dismissal Date") the parties shall re-execute their prior letter of intent dated December 6, 2001 as amended by letter dated January 31, 2002 (the "Letter of Intent") and the terms of the Letter of Intent will then be in full force and effect, except that WS' exclusive right to negotiate with NQL for the purchase of NQL's Software Division (but excluding the Excluded Assets) shall be extended for a period of forty-five (45) days from the Dismissal Date (the "Exclusive Negotiation Period") pursuant to the reexecuted Letter of Intent.
- 5.2. In the event that the Letter of Intent is reexecuted on the Dismissal Date pursuant to Section 5.1 hereof, the Escrow Amount shall continue to be held by the Escrow Agent until the expiration of the Exclusive Negotiation Period. If, on or before the expiration of the Exclusive Negotiation Period, another agreement is entered into between NQL and WS for the sale and purchase of the Software Division, the Deposit shall remain in Escrow as the deposit under such an agreement. If no such agreement is reached, the Escrow Amount shall be turned over to WS at the expiration of the Exclusive Negotiation Period.

## 6. APPROVAL DATE AND EFFECTIVE DATE

- 6.1 The Approval Date as used herein shall mean the date the Approval Order is entered by the Bankruptcy Court.
- 6.2 The Effective Date as used herein shall mean the date of the closing of the sale contemplated herein, but in no event shall the closing occur later than fourteen (14) days after the Approval Date unless otherwise extended by mutual consent of the parties.
- 6.3 In NQL's motion for entry of the Approval Order, NQL shall seek a waiver of the automatic stay of the Approval Order otherwise imposed by Rules 6004(g) and 6006(d) of the Federal Rules of Bankruptcy Procedure. Failure to obtain such a

MANAGE: 54992.1 - 54965.9 + 54065.2

waiver shall not have any effect or impact on the various obligations and rights of the parties hereto, it being understood that the only purpose of seeking and obtaining such a waiver is to provide the parties with the ability to conduct a more expedited closing of the sale.

## 7. BREAK UP FEES AND LIQUIDATED DAMAGES

- 7.1 NQL agrees that in the event of the occurrence of the Dismissal Date for failure by NQL to file a bankruptcy petition within three (3) business days of the execution of this Asset Sale Agreement (unless extended in the sole discretion of WS) or because such petition is dismissed by the Bankruptcy Court prior to the entry of the Approval Order, then NQL shall pay to WS a \$10,000 breakup fee as liquidated damages, which shall be WS's sole remedy arising from or related to the failure of NQL to file such petition, or from the dismissal of such petition or otherwise. Except as otherwise provided in Sections 5.1 and 5.2 hereof, the Deposit shall also be refunded to WS upon the occurrence of the Dismissal Date.
- 7.2 The parties agree that if the Bankruptcy Court does not enter the Approval Order authorizing and approving this Asset Sale Agreement providing for the sale to WS of the NQL Software Division and the Sold Assets because of the approval by the Bankruptcy Court of a higher or better offer submitted by a third party not related to or affiliated with WS or its officers, directors or shareholders (an "Alternative Transaction"), then, provided that WS is not otherwise in breach of this Asset Sale Agreement and at the time of the Bankruptcy Court's consideration of the Motion, WS has confirmed on the record of such hearing that it was otherwise ready, willing and able to close in accordance with the terms of this Asset Sale Agreement, immediately upon the receipt by NQL of the proceeds of sale at the closing of such Alternative Transaction, NQL will pay to WS a \$10,000 breakup fee as liquidated damages, and WS shall have no other rights or claims against NQL or the Sold Assets which are the subject of this Asset Sale Agreement, other than for the return of the Deposit.
- 7.3 In the event that WS withdraws from this Asset Sale Agreement or breaches this Asset Sale Agreement subsequent to its execution but prior to entry of the Approval Order or subsequent to the entry of the Approval Order but prior to Closing, for any reason other than a default by NQL hereunder, WS shall forfeit the Deposit hereunder and NQL shall have no further obligations hereunder.

## 8. MISCELLANEOUS PROVISIONS

- 8.1 WS will prepare transfer documents necessary and sufficient to effect and perfect transfer of all of the Sold Assets to WS, which documents are identified on Exhibit "B" or as otherwise agreed to by the parties, the cost of which preparation

MANAGE: 54992.1 = 54065.9 + 54065.8

will be shared by the parties at a cost not to exceed \$20,000 in the aggregate. The transfer documents shall be executed by NQL at the closing on the Effective Date. Any failure by NQL to execute and deliver such acceptable transfer documents shall not delay the Effective Date or transfer of title of the Sold Assets. However, the Purchase Price shall be paid to the Escrow Agent and held in escrow until WS has confirmed in writing its receipt of the transfer documents, or as otherwise ordered by the Bankruptcy Court. WS shall pay all filing and recording fees associated with the transfer of the Sold Assets.

- 8.2. NQL, or its trustee or other successors in interest, will execute such other documents and take such other actions as may be requested in good faith by WS to effect, perfect, and confirm the transfer of the Sold Assets. From and after the Effective Date, NQL will, and hereby does, appoint WS its attorney in fact for the purpose of executing and delivering any documents and taking any other actions that may be required, in WS's good faith judgment, to effect, perfect, and confirm the transfer of the Sold Assets, without any cost, expense or liability by or to NQL.
- 8.3. All transfer, transfer gains, documentary, sales, use, stamp, registration and other similar taxes and fees (including costs and expenses relating to such Taxes, collectively, "Transfer Taxes") incurred in connection with the consummation of the transactions contemplated by this Asset Sale Agreement, shall be paid by WS. Each party shall, at its own expense, prepare and timely file, in accordance with all applicable laws and regulations, all necessary Tax Returns and other documentation with respect to all such Transfer Taxes or otherwise obtain an order of the Bankruptcy Court determining that such Transfer Taxes do not need to be paid. WS shall reasonably cooperate with NQL and its affiliates in the preparation and filing of any such Tax Returns and other documentation.
- 8.4. Other than the contemplated bankruptcy case to which reference is made in Section 4, NQL will take no action to adversely affect NQL's Software Division, or to encumber or otherwise transfer the Sold Assets.
- 8.5. WS agrees and acknowledges that: (a) it has full knowledge of that certain Asset Management Agreement entered into on or about December 21, 2001, and which is as of the date hereof still in full force and effect, by and between NQL and E-botz.com, Inc. ("E-botz"), the single member of WS' limited liability company, pursuant to which E-botz has been operating, and has been in day-to-day control of, NQL's Software Division (the "E-botz Agreement"); (b) as a result of its relationship with E-botz, it is in possession or deemed to be in possession of all of the Sold Assets; and (c) nothing contained herein shall in any way be deemed to be a representation by NQL as to the assignability or effectiveness of any contractual relationship, understanding or course of dealing by and between NQL and DCi with respect to the Sold Assets.

IMAGE: 34992.1 - 54065.9 x 54065.8

- 8.6 The parties represent that they each have authority to enter into this Asset Sale Agreement, in NQL's case subject only to approval of the Bankruptcy Court, and that both NQL and WS are validly existing entities in good standing in the states in which they were organized.
- 8.7 The interpretation and construction of this Asset Sale Agreement, and all matters relating hereto, shall be governed by the laws of the State of Washington without giving effect to the choice of law doctrine to the extent that the application of the laws of another jurisdiction would be required thereby. From and after the date this Asset Sale Agreement is submitted as part of an application to the Bankruptcy Court seeking its approval, the parties submit to the personal and subject matter jurisdiction of the Bankruptcy Court with respect to the subject matter hereof and any and all disputes hereunder.
- 8.8 Except as otherwise provided in Section 6 herein, if any action or other proceeding shall be instituted relating to any term or condition of this Asset Sale Agreement or relating to any of the rights, duties or obligations arising under it, the prevailing party shall be entitled to recover, and the other party or parties agree to pay to the prevailing party, whether or not the matter proceeds to final judgment or decree, in addition to costs and disbursements allowed by law, such sum as the trial and each appellate court may adjudge reasonable as: attorneys' fees in such action or other proceeding, and in any appeal of it; attorneys' fees incurred in investigating and pursuing the prevailing party's rights prior to institution of the action or other proceeding; and costs and expenses incurred and billed with such attorneys' fees (whether or not specifically allowed by statute). Such sum shall also include an amount estimated by the court as the reasonable costs and fees to be incurred by the prevailing party in collecting any monetary judgment or award or otherwise enforcing each order, judgment or decree entered in such action or other proceeding.
- 8.9 This Asset Sale Agreement constitutes the entire Asset Sale Agreement between WS and NQL with respect to the matters addressed in this Asset Sale Agreement and supersedes all prior written or oral Asset Sale Agreements between the parties, except for any confidentiality agreement or non-disclosure agreement entered into between WS and NQL which shall remain effective according to its terms.
- 8.10 This Asset Sale Agreement shall inure to the benefit of and shall be binding upon the parties' successors and assigns. Notwithstanding the foregoing, this Asset Sale Agreement shall not be assigned by either party unless agreed to in writing by the other party to this Asset Sale Agreement. No third party shall obtain any rights or benefits as a result of this Asset Sale Agreement.

IMANAGE; 54992.1 = 54065.9 x 54065.8

- 8.11 This Asset Sale Agreement may not be modified, amended, changed or altered except by a writing signed by all of the parties hereto.
- 8.12 The failure to enforce or require the performance at any time of any of the provisions of this Asset Sale Agreement shall not be construed to be a waiver of any other provisions and shall not affect either the validity of this Asset Sale Agreement or any part hereof, or the right of any party to thereafter enforce each and every provisions of this Asset Sale Agreement. All waivers must be in writing and signed by the party against whom such waiver is sought to be enforced to be effective.
- 8.13 In the event that any provision of this Asset Sale Agreement is held to be unenforceable or invalid, the remaining provisions shall nevertheless be given full force and effect.
- 8.14 This Asset Sale Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.
- 8.15 Any notice required or permitted to be given under this Asset Sale Agreement must be in writing and be deemed to have been given: (a) when personally delivered; (b) 24 hours after facsimile transmission with positive written confirmation; or (c) 24 hours after delivery to a recognized national overnight carrier with overnight charges pre-paid. All notices shall be sent to the following parties and their counsel:

WhiteShark Technologies, LLC  
400 E. 13th Street  
Vancouver, WA 98660  
Attn: Lonnie Wills, President

With a copy to:

Hagen, Dye, Hirschy & D'lorenzo, P.C.  
Suite 1000  
888 SW 5th Ave.  
Portland, Oregon 97204  
Attn: Adam S. Rittenberg

NQI, Inc.  
900 Huyler Street

UNMANAGE:54992.1 = 34065.9 x 34065.3

Teterboro, NJ 07608  
Attn: Matthew Harrison, Chairman

With a copy to:

Angel & Frankel, P.C.  
460 Park Avenue  
New York, NY 10022-1906  
Attn: John H. Drucker, Esq.

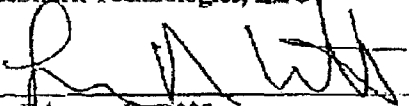
and Jaeckle Fleischmann & Muegel, LLP  
39 State Street, Suite 200  
Rochester, NY 14614  
Attn: Edwin M. Larkin, Esq.

8.16 In this Asset Sale Agreement: (A) the use of the word "including" shall mean "including, without limitation", with regard to the items listed thereafter, and (B) whenever a payment is to be made under this Asset Sale Agreement, such payment shall be by bank check or wire transfer.

This Asset Sale Agreement was executed by the parties on the dates set forth below, effective as of the date of last execution.


WS

WhiteShark Technologies, LLC

By:   
Date: February 12, 2002  
By: Lonnie Wills, President of E-botz.com, Inc.,  
Member  
400 E. 13th Street  
Vancouver, WA 98660

NQL

NQL, Inc.

By:   
Date: February 12, 2002  
By: Matthew Harrison, Chairman  
900 Huyler Street  
Teterboro, NJ 07608

Angel & Frankel, P.C.  
460 Park Avenue  
New York, NY 10022-1906  
Attn: John H. Drucker, Esq.

and Jaeckle Fleischmann & Mugel, LLP  
39 State Street, Suite 200  
Rochester, NY 14614  
Attn: Edwin M. Larkin, Esq.

8.16 In this Asset Sale Agreement: (A) the use of the word "including" shall mean "including, without limitation", with regard to the items listed thereafter, and (B) whenever a payment is to be made under this Asset Sale Agreement, such payment shall be by bank check or wire transfer.

This Asset Sale Agreement was executed by the parties on the dates set forth below, effective as of the date of last execution.

WS

WhiteShark Technologies, LLC

By: 

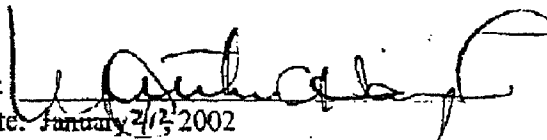
Date: January \_\_, 2002

By: Lonnie Wills, President of E-hotz.com, Inc.,  
Member

400 E. 13th Street  
Vancouver, WA 98660

NQL

NQL Inc.

By: 

Date: January 21<sup>st</sup>, 2002

By: Matthew Harrison, Chairman

900 Huyler Street  
Teterboro, NJ 07608

~~This Amendment dated March 21, 2002 (the "Amendment") is made to that certain Asset~~

Sale Agreement (the "Agreement") dated as of February 12, 2002 by and between WhiteShark Technologies ("WS") and NQL Inc., debtor and debtor-in-possession, ("NQL").

WHEREAS, the parties to the Agreement desire to amend and modify the Agreement upon the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by and between WS and NQL that the Agreement shall be amended and modified as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

2. Paragraph 1.2.4 of the Agreement shall be deleted in its entirety and the following substituted in its place:

Any and all of NQL's cash, bank accounts, proceeds or deposits in bank accounts, letters of credit, promissory notes or checks or other negotiable instruments in NQL's possession on or after the Effective Date (as hereafter defined), or in which, or with regard to which, NQL had a right or interest as of, or after, the Effective Date;

3. Paragraph 2.1 of the Agreement shall be deleted in its entirety and the following substituted in its place:

The Purchase Price ("Purchase Price") for the Sold Assets shall be \$250,000, payable by WS in cash as follows: (a) a deposit of \$10,000 was paid to NQL upon execution of the Agreement (the "Deposit"), and is being held in escrow by counsel to NQL and shall be released to NQL on the Approval Date (as defined in Section 6.2

DMANAGE:55992.2



~~below); (b) \$20,000 to NQL on the Approval Date (as defined in Section 6.1 below);~~

(c) \$110,000 to NQL not later than April 22, 2002; and (d) \$110,000 to NQL not later than May 21, 2002 (the "Final Payment"). All payments made hereunder shall be non-refundable in the event of termination of this Agreement pursuant to paragraph 7.3 below.

4. Paragraph 4.2.2(vi) of the Agreement shall be deleted in its entirety and the following substituted in its place:

(vi) unless otherwise agreed to by NQL in its sole discretion, terminating the E-Botz Agreement (as hereinafter defined) effective on the earlier of the Closing Date or the termination of this Agreement for any reason;

5. Paragraph 6.2 of the Agreement shall be deleted in its entirety and the following substituted in its place:

The term "Effective Date" as used herein shall mean the Approval Date. The term "Closing Date" as used herein shall mean the date on which all payments required to be made by WS under this Asset Sale Agreement have been made, including the Final Payment, unless otherwise extended by mutual consent of the parties.

6. Paragraph 7.3 of the Agreement shall be deleted in its entirety and the following substituted in its place:

In the event that WS withdraws from this Asset Sale Agreement or breaches this Asset Sale Agreement prior to the Closing Date for any reason other than a

~~default by NQL hereunder, including the failure of WS to make any payment due~~

under paragraph 2.1 hereof, WS shall forfeit the Deposit and any other payments made under paragraph 2.1 hereof prior to the date of such withdrawal or breach, this Asset Sale Agreement shall terminate and NQL shall have no other or further obligations under this Asset Sale Agreement. In that event, the E-Botz Agreement (as hereafter defined) shall terminate and E-Botz and WS shall deliver to NQL any and all of the Sold Assets (whether or not improved, updated or modified by or for the benefit of E-botz or WS) in the possession or control of E-Botz and WS (including their officers, employees, agents and customers) at E-Botz' and WS' sole cost and expense, unless otherwise agreed to in writing by NQL.

7. Paragraph 8.1 of the Agreement shall be deleted in its entirety and the following substituted in its place:

WS will prepare transfer documents necessary to effect and perfect transfer of all of the Sold Assets to WS, which documents are identified on Exhibit "B" or as otherwise agreed to by the parties, the cost of which will be borne solely by WS. The transfer documents shall be executed by NQL on the Closing Date. Any failure by NQL to execute and deliver such applicable documents shall not delay the Closing Date or transfer of title of the Sold Assets. WS shall pay all filing and recording fees associated with the transfer of the Sold Assets.

8. The term "Closing Date" shall be substituted for the term "Effective Date" in paragraphs, 1.4, 3.1 and 8.2 of the Agreement at all places where such term appears.

~~9. Notwithstanding anything in the Agreement or this Amendment to the contrary, title~~  
 to the Sold Assets shall not transfer to WS, unless and until all of WS's obligations under the Agreement have been satisfied, including the payment in full of the Purchase Price, and the occurrence of the Closing Date.

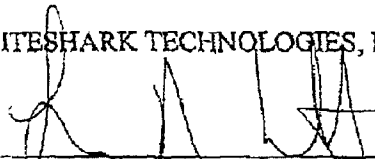
10. Except as expressly amended hereby, all other provisions of the Agreement shall remain in full force and effect.

11. In the event of any inconsistency between the Agreement and this Amendment, the terms of this Amendment will control.

12. This Amendment may be executed in counterparts and by facsimile, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

WHITESHARK TECHNOLOGIES, LLC

By:



Lonnie Wills, President of E-botz.com, Inc.,  
 Member

NQL INC.

By:



Matthew Harrison, Chairman and  
 Authorized Representative

NQL Inc. Contracts

Description of Document	Contact Information	Start Date	End Date	NQL's Monetary Obligation <sup>1</sup>	Amount Currently Due by NQL
Safe Escrow Agreement for Source Code by and between DSI and NQL Inc. (formerly AlphaServ.com)	DSI Technology Escrow Services, Inc. Contract Administration 9265 Sky Park Court, Suite 202 San Diego, CA 92123	08/28/00	Ongoing (Annual Renewals)	\$1700 Annually (\$200 of which is then repaid to NQL by the beneficiaries of the Agreement)	\$0.00
Preferred Escrow Agreement for Source Code by and among DSI, NQL and Dendrite International, Inc., Account No. 1417002-001	DSI Technology Escrow Services, Inc. Contract Administration 9265 Sky Park Court, Suite 202 San Diego, CA 92123  Dendrite International, Inc. 1200 Mt. Kimble Avenue Morristown, NJ 07960 Attn: Christine Pellizzari, Esq.	10/31/01	Ongoing (Annual Renewals)	\$0.00	\$0.00
Agentland.com (Cybion) Software Distribution Agreement	Agentland (Cybion SA) 9 Quai du 4 Septembre 92100 Boulogne, France Contact: Carlo Revelli, CEO	06/20/01	Ongoing	\$0.00	\$0.00
ComponentSource.com Worldwide Product Inclusion and Reseller Agreement	ComponentSource.com 3391 Town Point Drive, Suite 350 Kennesaw, GA 30144-7083	05/10/01	Ongoing	\$0.00	\$750.00

<sup>1</sup> In all contracts other than the Safe Escrow Agreement, the other party to the contract has the monetary obligations, not NQL. No representations or warranties are made with respect to the information set forth herein, including without limitation: (a) whether any amounts are owed to NQL or whether there are otherwise any defaults under the contracts; or (b) whether any of such contracts may be assumed or assigned.

IMANAGE\$4516.1

Description of Document	Contact Information	Start Date	End Date	NQL's Monetary Obligation'	Amount Currently Due by NQL
Programmer's Paradise, Inc. Reseller Agreement	Programmer's Paradise, Inc. Programmer's Superstore 1157 Shrewsbury Avenue Shrewsbury, NJ 07702 Contact: Stacey Ketcham	07/11/01	Ongoing	\$0.00	\$0.00
Sun Microsystems, Inc. Primary Joint Marketing Agreement for Distribution of Forte for Java (Community)	Sun Microsystems, Inc. 901 San Antonio Road M/S UMPK 10-201 Palo Alto, CA 94303 Attn: General Counsel	05/24/01	05/24/04	\$0.00	\$0.00
Sun Developer Connection Program Agreement	Sun Microsystems, Inc. Sun Developer Connection Program 10065 East Harvard Ave., Suite 750 Denver, CO 80231	02/09/01	Ongoing (Annual Renewals)	\$0.00	\$0.00
OEM Agreement between NQL Inc. and Lighthammer Software Development	Lighthammer Software Development 690 Stockton Drive, Suite 112 Exton, PA 19341	06/29/01	06/29/02 (with automatic annual renewals)	\$0.00	\$0.00
Solution Provider Agreement between NQL and Ncompass, LLC	Ncompass, LLC 601 East Chapman Avenue Orange, CA 92866 Attn: Morgan K. Roach	09/14/01	09/14/04 (with automatic annual renewals)	\$0.00	\$0.00
Solution Provider Agreement and Addendum No. 1 between NQL and 3Strand.com, Inc.	3Strand.com 6290 Red Fox Estates Springfield, VA 22152 Attn: David A. Hall, President	05/17/01	05/17/02 (with automatic annual renewals)	\$0.00	\$0.00

IMANAGES545161

Description of Document	Contact Information	Start Date	End Date	NQL's Monetary Obligation'	Amount Currently Due by NQL
Solution Provider Agreement between NQL and Affinity Systems, Inc.	Affinity Systems, Inc. 1599 Hurontario Street, Suite 302 Mississauga, Ontario, Canada L5G 4S1 Attn: Hugh Hyndman	05/23/01	05/23/02 (with automatic annual renewals)	\$0.00	\$0.00
Solution Provider Agreement between NQL and CB Richard Ellis, Inc.	CB Richard Ellis, Inc. 5000 Birch Street, Suite 6200 Newport Beach, CA 92660 Attn: Vere Chappell	03/01/01	03/01/02 (with automatic annual renewals)	\$0.00	\$0.00
Solution Provider Agreement between NQL and Delta Computec Inc.	Delta Computec, Inc. 900 Huyler Street Teterboro, NJ 07608 Attn: John DeYtto	12/29/00	12/29/01 (with automatic annual renewals)	\$0.00	\$0.00
Solution Provider Agreement between NQL and Diamond Micro Solutions, Inc.	Diamond Micro Solutions, Inc. 1515 Aurora Drive San Leandro, CA 94577 Attn: Bill Lopez	03/21/01	03/21/02 (with automatic annual renewals)	\$0.00	\$0.00
Solution Provider Agreement between NQL and Dominion Solutions, Inc.	Dominion Solutions, Inc. 4721 Starkey Road Roanoke, VA 24014 Attn: Gerald W. Via	01/05/01	01/05/02 (with automatic annual renewals)	\$0.00	\$0.00
Solution Provider Agreement between NQL and eTalentfarm Corp.	eTalentfarm Corp. 18022 Cowan, #201 D Irvine, CA 92614 Attn: Ahmad Fayyaz Azam	03/27/01	03/27/02 (with automatic annual renewals)	\$0.00	\$0.00
Solution Provider Agreement between NQL and etilize, Inc.	etilize, Inc. 940 South Coast Drive, Suite 200 Costa Mesa, CA 92626 Attn: Bill Alken	03/29/01	03/29/02 (with automatic annual renewals)	\$0.00	\$0.00

Description of Document	Contact Information	Start Date	End Date	NQL's Monetary Obligation <sup>1</sup>	Amount Currently Due by NQL
Solution Provider Agreement between NQL and Inalambrik S.A.	Inalambrik, S.A. Berlgrano 748 3er floor off.32 C1092AAU, Buenos Aires Argentina Attn: Gerencia General	05/30/01	05/30/02 (with automatic annual renewals)	\$0.00	\$0.00
Solution Provider Agreement between NQL and Intervalue.net.com	Intervalue.net.com Via San Felice 26 40131 Bologna Attn: Andrea Rossi	12/05/00	12/01/01 (with automatic annual renewals)	\$0.00	\$0.00
Solution provider Agreement between NQL and Mifo Communications	Mifo Communications 630 Alia Vista Drive, Suite 201 Vista, CA 92084 Attn: Mike Foiteik	05/03/01	05/03/02 (with automatic annual renewals)	\$0.00	\$0.00
Solution Provider Agreement between NQL and ObjectFrontier, Inc.	ObjectFrontier, Inc. 5445 Lexingtonwoods Lane Alpharetta, A 30005 Attn: Giri Lyengar	10/30/00	10/30/01 (with automatic annual renewals)	\$0.00	\$0.00
Solution Provider Agreement between NQL and Perspective Portals, Inc.	Perspective Portals, Inc. 3800 E. Commerce St., Suite 316 Dallas, TX 75226 Attn: David N. Everett	04/02/01	04/02/02 (with automatic annual renewals)	\$0.00	\$0.00
Solution Provider Agreement between NQL and Brad Marx db/a Pioneer Industries	Pioneer Industries 4888 W. Cherry Lane Merigan, ID 83642 Attn: Brad Marx	5/01/01	05/01/02 (with automatic annual renewals)	\$0.00	\$0.00
Solution Provider Agreement between NQL and Pressman and McDowell	Pressman and McDowell 4608 Glenbrook Parkway Bethesda, MD 20814 Attn: Jeff Pressman	01/03/01	01/03/02 (with automatic annual renewals)	\$0.00	\$0.00

MANAGE-54516.1

Description of Document	Contact Information	Start Date	End Date	NQL's Monetary Obligation <sup>1</sup>	Amount Currently Due by NQL
Solution Provider Agreement between NQL and Service Objects, Inc.	Service Objects, Inc. 133 De La Guerra, #10 Santa Barbara, CA 93101 Attn: Melissa Levitin	05/21/01	05/21/02 (with automatic annual renewals)	\$0.00	\$0.00
Solution Provider Agreement between NQL and Sitelynx Limited UK	Sitelynx Ltd 147 Curtain Rd. London EC2 A3QE UK Attn: G. Hansell	4/5/01	4/5/02 (with automatic annual renewals)	\$0.00	\$0.00
Solution Provider Agreement between NQL and Software House International	Software House International, Inc. 2 Riverview Drive Somerset, NJ 08873 Attn: Michelle Galan	02/28/01	02/28/02 (with automatic annual renewals)	\$0.00	\$0.00
Solution Provider Agreement between NQL and Softworld	Softworld 17 Avenue Emile Zola 75015 Paris, France Attn: Evelyne Le Roux	05/03/01	05/03/02 (with automatic annual renewals)	\$0.00	\$0.00
Solution Provider Agreement between NQL and Trimedia Networks, Inc.	Trimedia Networks RCS Paris B 400 500 588 166, Bd du Montparnasse 75014 Paris, France	02/20/01	02/20/02 (with automatic annual renewals)	\$0.00	\$0.00
Solution Provider Agreement between NQL and VentureTech 2000, Inc.	VentureTech 2000, Inc. 12444 Victory Blvd. North Hollywood, CA 91606 Attn: Larry Boose	10/10/00	10/10/01 (with automatic annual renewals)	\$0.00	\$0.00
Solution Provider Agreement between NQL and Vigidata, Inc.	Vigidata, Inc. 166 Bd Du Montparnasse 75014 Paris, France Attn: Barbara Gryniencz	03/06/01	03/06/02 (with automatic annual renewals)	\$0.00	\$0.00



Description of Document	Contact Information	Start Date	End Date	NQL's Monetary Obligation <sup>1</sup>	Amount Currently Due by NQL
Solution Provider Agreement between NQL and Virtual DBA, Inc.	Virtual DBA, Inc. 6775 110th Avenue No. Naples, FL 34018 Attn: Jude Reichenthal	03/29/01	03/29/02 (with automatic annual renewals)	\$0.00	\$0.00
Referral Program Agreement with BotTechnology.com, Inc.	BotTechnology.com, Inc. P.O. Box 220 Marco Island, FL 34146 Attn: Marcus P. Zillman	01/05/01	01/05/02 (with automatic annual renewals)	\$0.00	\$0.00
Referral Program Agreement with Digital Strategies	Digital Strategies Competence Center GmbH Ibsenstraße 16 10439 Berlin, Germany Attn: Bernhard Groehl	11/02/00	11/02/01	\$0.00	\$0.00
Referral Program Agreement with Jon Bradley Marx d/b/a Pioneer Industries	Jon Bradley Marx D/b/a Pioneer Industries 4888 W. Cherry Lane Meridian, IN 46364 Attn: John Bradley Marx	05/01/01	05/01/01	\$0.00	\$0.00

MANAGE:4516

# ASSET MANAGEMENT AGREEMENT

BETWEEN: E-botz.com, Inc., a Delaware corporation ("EBI")

AND: WhiteShark Technologies, a Washington LLC ("WST")

## AGREEMENT

In consideration of the following terms and conditions, the parties agree:

### 1. ASSETS OF WST'S SOFTWARE DIVISION

- 1.1 The tangible and intangible assets of WST's software division that are subject to this Agreement are described on Exhibit A to this Agreement. The assets of WST's software division specifically include all applicable web addresses (i.e.: www.NQLi.com), all applicable trade names and trademarks, all applicable mail server addresses (i.e.: sales@nqli.com), and the following software products: Network Query Language™, NQL Content Anywhere™, NQL Professional Services™, StockVue™, and any other applications based on the Network Query Language™ (collectively WST's "software products").
- 1.2 EBI will have the exclusive right to possess and use all of the assets described on Exhibit A during the term of this Agreement. Title to all such assets shall remain in WST during the term of this Agreement, effective on the sale date March 22<sup>nd</sup>, 2002.

### 2. EBI'S RIGHT TO USE INTELLECTUAL PROPERTY OF NQL

- 2.1 For the term of this Agreement, WST grants to EBI a worldwide and royalty-free license to use in connection with the operation of WST's software division all Intellectual Property Rights used in or connected with the historic operation of WST's software division, including all of the Intellectual Property Rights associated with the Network Query Language™ and all products and services derivative of the Network Query Language™, including WST's software products.
- 2.2 For the purposes of this Agreement, the term "Intellectual Property Rights" means any legal rights or interests evidenced or embodied in (i) any idea, design, concept, technique, invention, discovery, or improvement, regardless of patentability, but including patents, patent applications, mask works, trade secrets, and know-how; (ii) any work of authorship, regardless of copyrightability, but including copyrights and any moral rights recognized by law; and (iii) any trademark, service mark, or trade name.

3. POSSESSION OF ASSETS AND OPERATION OF WST'S SOFTWARE DIVISION

EBI agrees to take possession of the assets described in Exhibit A solely for the purpose of operating WST's software division during the term of this Agreement. EBI is not and will not be an agent, representative, joint-venturer, partner, trustee, or bailee of, for, or for the benefit of WST or any other party for purposes of this Agreement or for any other purpose. Except for EBI's right to market, sell, grant licenses to, or support WST's software products, neither party is granted the right or authority by the other to assume or create any obligation or responsibility, express or implied, direct or contingent, on behalf of or in the name of the other party or to bind the other party in any manner. EBI's only obligations under this Agreement are (i) to use the assets delivered to it pursuant to Section 1 to operate WST's software division and to provide such services as are reasonably necessary in EBI's judgment to operate WST's software division at least in the same manner that it was being operated by WST immediately prior to the date of this Agreement, (ii) to pay WST the amounts it is due, if anything, pursuant to Section 5, and (iii) to deliver the assets upon termination of this Agreement pursuant to Section 6. EBI shall have no other responsibilities or duties of any kind to take any actions or refrain from taking any actions for the benefit of WST except as provided in this Agreement.

4. RIGHT TO MARKET AND SELL SOFTWARE PRODUCTS

In connection with EBI's operation of WST's software business during the term of this Agreement, EBI will have the exclusive worldwide right during the term of this Agreement to market, sell, grant licenses to, and support WST's software products under the name NQL Inc. Licenses granted by EBI shall not be inconsistent with those licenses historically granted by NQL Inc.

5. REVENUE SHARING

- 5.1 All Net Revenue received by EBI from sales of WST's software products will be shared by the parties as follows: 50% to EBI and 50% to WST.
- 5.2 For purposes of this Agreement, the term "Net Revenue" shall mean revenue received by EBI from sales and licenses of WST's software products less all direct costs and expenses (including but not limited to any sales, use, transfer or ad valorem taxes) incurred by EBI as a result its operation of WST's software division.
- 5.3 Except as set forth in Sections 5.1 and 5.2, WST will not be entitled to receive any other payments from EBI pursuant to this Agreement.
- 5.4 Each party agrees to report its own federal, state, and local tax returns that it is required to file, and its entire share of Net Revenue under Section 5.1.
- 5.5 EBI shall be obligated to pay WST all of the amounts it is then due under Section 5 upon expiration the initial 90-day period (and each additional 90-day period thereafter) specified in Section 6. EBI shall provide an accounting of all revenue,

net revenue and expenses at each 90-day period. WST shall have the right to audit EBI's NQL records at the expense of EBI.

6. TERMINATION

6.1 This Agreement will terminate the earlier of 90 days after the Effective Date. If this Agreement would terminate because of the expiration of the 90-day period described in the preceding sentence, this Agreement will automatically renew for an additional 90 days, unless EBI elects in writing not to permit the Agreement to renew. It is intended by the parties that this Agreement will remain in effect for up to 180 days.

6.2 Upon termination of this Agreement, a transfer of Title to the assets shall be delivered to EBI from WST, according to the assets in Exhibit A and in EBI's possession pursuant to this Agreement, including any new licenses granted for NQL software products during the term of this Agreement to WST.

7. NO ASSUMPTION OF LIABILITIES

By entering into this Agreement, EBI specifically does not assume any liabilities of WST or agree to pay any amounts to any creditor of WST.

8. INDEMNIFICATION

WST agrees to indemnify, defend, and hold harmless EBI from and against any and all claims, demands, actions, liabilities, losses, or costs (including reasonable attorneys' fees) arising out of the prior operation of WST's software division by WST or in anyway related to WST's assets or contracts with third parties.

9. LIMITATION ON LIABILITY

Notwithstanding anything to the contrary in this Agreement, EBI will not be liable to WST (or its officers, directors, or shareholders) as a result of EBI's performance under this Agreement, unless such liability results from the intentional misconduct or gross negligence of EBI, and then EBI will not be liable to WST (or its officers, directors, or shareholders) for any indirect, special, incidental, exemplary, or consequential damages, or for any loss of profits resulting to any other party.

10. AUTHORITY OF WST

WST and its undersigned representative represent and warrant that WST has full power and authority (including full corporate power and authority) to enter into this Agreement and that the execution and delivery of this Agreement do not violate any federal, state, or local laws and do not conflict with any obligations that WST has to any third parties.

11. MISCELLANEOUS

11.1 Applicable Law. This Agreement shall be governed by and construed in

accordance with the laws and decisions of the state of Washington, without regard to the conflict of laws rules of such state. If litigation is instituted by a party to enforce or interpret this Agreement, venue shall lie in Clark County, Washington. Such venue is exclusive.

- 11.2 Attorneys' Fees. If any action or other proceeding shall be instituted relating to any term or condition of this Agreement or relating to any of the rights, duties or obligations arising under it, the prevailing party shall be entitled to recover, and the other party or parties agree to pay to the prevailing party, whether or not the matter proceeds to final judgment or decree, in addition to costs and disbursements allowed by law, such sum as the trial and each appellate court may adjudge reasonable as: attorneys' fees in such action or other proceeding, and in any appeal of it; attorneys' fees incurred in investigating and pursuing the prevailing party's rights prior to institution of the action or other proceeding; and costs and expenses incurred and billed with such attorneys' fees (whether or not specifically allowed by statute). Such sum shall also include an amount estimated by the court as the reasonable costs and fees to be incurred by the prevailing party in collecting any monetary judgment or award or otherwise enforcing each order, judgment or decree entered in such action or other proceeding.
- 11.3 Binding Effect. This Agreement shall be binding upon and operate to the benefit of the parties and their respective heirs, successors, legal and personal representatives and permitted assigns. Neither this Agreement nor any rights under it may be assigned by any party without the prior written consent of the other parties.
- 11.4 Captions. The captions heading the sections and subsections of this Agreement are inserted for convenience of reference only, and are not to be used to define, limit, construe or describe the scope or intent of any term, provision or section of this Agreement.
- 11.5 Counsel. EBI and WST each acknowledges that each party is represented by counsel in connection with the preparation and execution of this Agreement and that each party has reviewed this Agreement with that party's counsel. The rule of construction that a written agreement is construed against the party preparing or drafting such agreement shall specifically not be applicable to the interpretation of this Agreement.
- 11.6 Counterparts; Electronic Signature. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. To expedite the process of entering into this Agreement, the parties acknowledge that Transmitted Copies of the Agreement will be equivalent to original documents until such time as original documents are completely executed and delivered. "Transmitted Copies" will mean copies that are reproduced or transmitted via photocopy, facsimile or other process of complete and accurate reproduction and transmission.

- 11.7 Exhibits. Each exhibit attached to and referred to in this Agreement is by this reference incorporated in this Agreement.
- 11.8 Expenses. Except as specifically otherwise provided in this Agreement, each party to this Agreement shall pay its own expenses, including without limitation fees and expenses of its agents, representatives, counsel and accountants incidental to the preparation and carrying out of this Agreement.
- 11.9 Further Assurances. Each party shall execute and deliver, at the request of another party, such further documents or instruments, and shall perform such further acts, that may be reasonably required to fully accomplish the intent of this Agreement.
- 11.10 Modification. This Agreement may not be amended or modified except by written agreement executed by the parties affected thereby.
- 11.11 Remedies Not Exclusive. All rights and remedies afforded a party by this Agreement are cumulative and shall be in addition to any other rights or remedies allowed such party at law, in equity or otherwise.
- 11.12 Severability. If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be reformed in order to reflect the intent of the parties, and so reformed, be valid and as enforceable to the fullest extent permitted by law.
- 11.13 Notices. Any notice, consent or claim required or permitted to be given under this Agreement must be in writing and will be deemed to have been given: (a) when personally delivered to a party; (b) 24 hours after facsimile transmission with positive written confirmation report generated by the sender's machine; (c) 24 hours after deposit in the United States Mail, first class postage prepaid by both first class and certified mail, return receipt requested; or (d) 24 hours after delivery to a recognized national overnight carrier, with overnight shipping charges paid, in each case addressed to such party as provided at the end of this Agreement, or such other address or facsimile number as a party may specify by a notice in writing, given in the same manner.
- 11.14 Integration. THIS AGREEMENT CONTAINS THE FINAL AND EXCLUSIVE AGREEMENT AND UNDERSTANDING OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER OF IT, AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS AGREEMENTS, ORAL OR WRITTEN EXCEPT THE LETTER OF INTENT DATED 12/10/01. EXCEPT AS SET FORTH IN THIS AGREEMENT, THERE ARE NO PROMISES, REPRESENTATIONS,

AGREEMENTS OR UNDERSTANDINGS, ORAL OR WRITTEN, BETWEEN  
THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS  
AGREEMENT.

[signatures on following page]

This Agreement was executed by the parties on the dates set forth below, effective  
January 15<sup>th</sup>, 2002. The agreement will become effective on the sale date, March 22<sup>nd</sup>,  
2002, which will be the start date of this agreement, (the "Effective Date").

EBI

E-botz.com, Inc.

By  \_\_\_\_\_

Lonnie Wills, President  
400 E. 13<sup>th</sup> Street  
Vancouver, WA 98660

WST

WhiteShark Technologies, LLC

By  \_\_\_\_\_

Lonnie Wills, Member  
P.O. Box 607  
Vancouver, WA 98665

**Exhibit "A"**  
**WST to e-botz Asset Transfer**

**Intellectual Property Assets**

all hardware, software, & marketing materials physical property, itemized below under "physical property"  
all NQL trademarks and tradenames  
all NQL patents, granted + pending  
all Internet presence, including domain nqli.com, web sites www.nqli.com and connect.nqli.com  
all email addresses @nqli.com  
all NQL products and derivatives  
all Advertising agency creative work  
all Marketing collateral, incl brochures, magazine reprints, and white paper reprints

**Physical Property**

Location	Qty	Description	Packaging
Costa Mesa	15	Marketing materials	Boxed
Irvine	1	Documentation binders	Boxed
Irvine	2	HP4050TN toner cartridge	Boxed
Irvine	1	Mouse/keyboards	Open box
Irvine	2	NQL mugs	Boxed
Irvine	1	Recordable NQL CDs	Boxed
Irvine	2	Microsoft CDs	Boxed
Irvine	1	HP Jornada box	Boxed
Irvine	1	HP 4050TN laser printer	Not packaged
Irvine	1	HP 1220Cse color inkjet printer	Not packaged
Irvine	1	Apple Macintosh PowerBook laptop	Not packaged
Irvine	1	Sun Sparcstation computer	Boxed
Irvine	1	Sun 21" monitor	Boxed
Irvine	1	Sun keyboard, boxed	Boxed
Irvine	1	Sun accessories, boxes	Boxed
Irvine	4	Marketing materials	Boxed
Irvine	1	Box PDAs	Boxed
Irvine	1	Handspring Visor Box	Boxed
Irvine	1	Sprint PCS Internet Phone	Boxed
Irvine	1	RIM Blackberry box	Boxed
Irvine	1	Box miscellaneous software, large	Boxed
Irvine	1	4' x 5' white board, wood	Not packaged
Irvine	1	3' x 4' month planner board	Not packaged
Irvine	1	Computer rack	Not packaged
Irvine	1	Backup subsystem QLT7000	Not packaged
Irvine	28	Backup tapes	Boxed
Irvine	1	Source code system ("Dev")	Not packaged
Irvine	1	Documentation system ("Doc")	Not packaged
Irvine	1	Software build system ("Workhorse")	Not packaged
Irvine	1	Java/CA build system ("Brandon")	Not packaged
Irvine	1	Backup computer	Not packaged
Irvine	1	Box cables	Boxed
DCI New Jersey	1	Web server (www.nqli.com)	Not packaged



## WST Software Division

### Technical and Intellectual Assets

Last Updated August 31, 2001

#### I. Software Products (Developed In-House)

All software and documentation listed in this section are centrally housed in a source code database.

##### A. Network Query Language

Network Query Language (NQL) is the company's core technology. It is a library of 500+ building blocks for communication, data conversion, distributed processing, and intelligent behavior. These building blocks are exposed as a SQL-like scripting language.

The NQL 1.x library was originally implemented in C++ for Windows. In 2000, it was fully ported to Java.

##### NQL version 1.1 for Windows

Current released and supported version of the language for Windows.

- Source code (Visual C++)
- Documentation (PDF, source in Adobe Frame Maker; and HTML, source in RoboHelp)
- Installation Program (InstallShield)
- Sample Scripts

##### NQL version 1.1 for Java

Current released and supported version of the language for non-Windows platforms (any system running Java 1.2+). Qualified on Solaris, Linux, Windows, and Mac OS X.

- Source code (Java)
- Documentation (common documentation with NQL 1.1)
- Installation Program (InstallAnywhere)
- Sample Scripts

##### NQL version 2.0 for Windows

New release of the language, just released end of August. Contains significant new features including improved internationalization.

- Source code (Visual C++)
- Documentation (PDF, source in Adobe Frame Maker; and HTML, source in RoboHelp)
- Installation Program (InstallShield)
- Sample Scripts. *Note: A book describing Network Query Language (version 2.0) is in the works. David Pallmann is writing the book for Wiley & Sons Publishers, which is expected to be available in January 2002.*

*Note: There is no NQL 2.0 for Java; that is the next logical project in the Network Query Language development schedule.*

##### B. ContentAnywhere

ContentAnywhere is a content management system. It includes the NQL language as part of the product. ContentAnywhere gathers information from a diverse range of sources on the Internet/intranet, centralizes the content in XML form on a [Windows] server, and makes that content available in numerous ways, including the following: web browsers; desktop content browsers (all platforms); Microsoft Office; Crystal Reports and thousands of other ODBC-compliant applications;

mobile devices; Microsoft .NET web services; and others.

ContentAnywhere version 1.0 (Windows-based server)

Current released and supported version of ContentAnywhere.

- Source code (Visual C++)
- Documentation (PDF, source in Adobe Frame Maker)
- Installation Program (InstallShield)
- Sample Taxonomy and Scripts

**Document Management Module**

Adds document management capabilities to ContentAnywhere, sold and installed as a separate module.

- Source code (Visual C++)
- Documentation (PDF, source in Adobe Frame Maker)
- Installation Program (InstallShield)
- Sample Taxonomy and Scripts

**Wireless Module**

Adds mobile device support to ContentAnywhere, sold and installed as a separate module.

- Source code (Visual C++)
- Documentation (PDF, source in Adobe Frame Maker)
- Installation Program (InstallShield)
- Sample Taxonomy and Scripts.

**C. NQL Components**  
NQL Components are individual bits of functionality from the Network Query Language library, sold as individual components. This is an alternate way to expose the NQL library for those who are not interested in NQL as a language.

16 components recently released for sale, packaged as ActiveX controls and COM components. This allows the majority of Windows development environments to use the components.

For each component:

- Source code (Visual C++)
- Documentation (PDF, source in Adobe Frame Maker)
- Installation Programs (InstallShield)
- Sample programs (Visual Basic, ASP)

**NQL Categorize**

Categorizes text or web pages by scanning dictionaries (lists of words and phrases). The component can score a page against single dictionaries and can also compare a page against multiple dictionaries and determined the one that matches best.

**NQL Crawl**

Crawls web sites, following links from a root page to find other pages on a site. Spiders up to a specified number of levels, returning URLs and web pages for processing.

**NQL Database**

Provides access to any ODBC database. The component can issue selection queries, retrieve records and fields, and perform action queries.

**NQL Export**

Easily create Word documents, Excel spreadsheets, and PowerPoint presentations. Insert text, tables, and images. Requires the presence of MS Office.

**NQL Image**

Dynamically create new images or revise existing ones. JPEG, GIF, and BMP files can be created, changed, or converted. The control has functions for drawing points, lines, rectangles, ellipses, and text.

#### NQL LDAP

Accesses directory servers using Lightweight Directory Access Protocol. LDAP servers can be connected to and queried. NQL Mail Send and receive email programmatically. Handles messages in text, RTF, and HTML formats. Communicates with mail servers using MAPI (Microsoft) or POP3/STMP (Internet) protocols. Supports file attachments.

#### NQL Match

Performs HTML pattern matching. It can be used to extract data from web pages. Patterns of tags and text are used to identify objects.

#### NQL Neural

Neural networks made easy! Create, train, and run neural networks. Supports four architectures of neural network (Adaline, Backpropagation, Kohonen self-organizing, and BAM).

#### NQL News

Read messages from newsgroups and discussion boards (using the NNTP protocol). Determine author, subject, date, and message of postings. Find out what people are saying about companies, products, and concepts around the world.

#### NQL Pipe

Allows agents and other programs to communicate with each other, even if on different computer systems. Supports the use of mailslots and named pipes for communication.

#### NQL RegExp

Performs pattern matching using regular expressions, a kind of pattern matching popular in the Perl/Unix community. Information can be extracted from text, web pages, and XML documents using regular expressions.

#### NQL Sort

Sorts text lines in memory or in files. It supports a wide variety of sorting methods, including heap sort, insert sort, merge sort, quick sort, and shell sort.

#### NQL Stack

Provides a stack, where string data can be pushed and later popped back off of the stack. Useful for recursive operations, algorithms that are stack-based, or when you don't know precisely how much data you will be working with.

#### NQL Terminal

Connect to terminal-based systems such as UNIX servers, minicomputers, and legacy systems. Connects through the TELNET protocol. Send and receive data, wait for specific prompts, capture responses. Make your legacy system a full-fledged member of your network.

#### NQL Web

Retrieve web pages and web page headers with ease. Submit forms to web sites and capture responses. Extensive proxy server support. Requires presence of Internet Explorer.

*Note: The next development steps planned in component work are (1)*

development of Web Services versions of the components, and (2)  
development of Enterprise Java Bean editions of the components..D. StockVue

StockVue is a free, ad-driven desktop application for Windows that tracks investments and businesses. It is in its fourth generation, and is a joint venture with Terra/Lycos (Quote.com) where we share ad revenue. It has won numerous awards.

*Note: StockVue technical assets are considered separate from the business arrangements with Terra/Lycos and use of the StockVue trademark.*

StockVue 2001 (Windows)

Current released and supported version of StockVue.

- Source code (Visual C++)
- Documentation (Windows Help, source in RoboHelp)
- Installation Program (InstallShield)

#### **E. Miscellaneous**

Source code from in-house research, free products, prototypes, and professional service projects. Only highlights are listed here. Unless otherwise mentioned, each item is for the Windows platform and includes the following:

- Source code (Visual C++)
- Documentation (Windows Help, HTML, or PDF)
- Installation Program (InstallShield)

Browser Recorder

Adds record and play buttons to Internet Explorer.

High Relevancy Search Engine

Customizable search engine for enterprises that searches select web sites and network content based on categories.

IQ WebCollector

A content engineering product that crawls web sites, recognizes objects in HTML pages, and stores the results in databases.

IQ FileCollector

A content engineering product that crawls web sites and downloads files of the desired type that are new or changed.

NQL Shopper

A shopping bot, intended for deployment on Windows web servers..II. Software

#### **Applications (Purchased elsewhere, used internally as tools)**

All software applications listed here were purchased (with varying numbers of licenses) for in-house use as tools.

#### **A. Development Tools**

Visual Studio

Development environment for Visual C++, Visual Basic, Active Server Pages. Acquired as part of Microsoft Certified Partner program.

Visual SourceSafe

Source code control system. Acquired as part of Microsoft Certified Partner program.

Microsoft Certified Partner CDs

Comes with NQLI annual membership as a Microsoft Certified Partner.

Software includes the following:

- Visual Studio (Visual C++, Visual Basic, ASP)
- Visual SourceSafe source code control system
- Microsoft Office

- Server products (SQL Server, MS Exchange, etc.)
- Operating systems (Windows 98, Windows NT, Windows 2000, etc.)
- Software Development Kits / Developer Documentation
- Knowledge Base / Technical Articles / Samples

JBuilder, Forte

Development platforms for Java from Borland and Sun.

#### **B. Documentation Tools**

Adobe Frame Maker

For creation of documentation in Adobe Acrobat PDF format.

RoboHelp HTML

For creation of Windows/HTML help.

#### **C. Installation Tools**

InstallShield

Installation tool for generating Windows software installations.

InstallAnywhere

Installation tool for generating Java software installations for multiple

platforms..III. **Hardware**

The hardware described here was purchased and used for research and development, and for quality assurance.

#### **A. Wireless Devices**

- Palm VII

- Handspring Visor

- HP Jornada 548

- RIM Blackberry 950

#### **B. Computer Systems**

- SUN SPARCstation (for testing Java NQL under Solaris)

- Apple PowerBook laptop (for testing Java NQL under Mac OS X)

- Linux PC (for testing Java NQL under Linux)

- Windows PCs (for testing all products under Windows)

- Documentation system – Windows PC

- Source Code system – Windows PC

- Software Build system – Windows PC

*Note: Not listed: individual workstations, and systems that are part of network infrastructure for NQL California office.*

#### **IV. Patents**

One granted, others pending.

#### **A. U.S. ISSUED PATENTS**

**METHOD AND APPARATUS FOR DATA COMMUNICATION**

Patent No.: 6,094,684

Issued: July 25, 2000

Serial No.: 08/832,027

Filed: April 2, 1997

Inventor: David F. Pallmann

Priority: U.S. Provisional Application Nos. 60/016,744

filed 5/2/96; 60/029,974 filed 11/5/96;

60/030,992 filed 11/14/96

Docket No.: 17314-704

#### **B. U.S. PROVISIONAL APPLICATIONS**

**METHOD AND APPARTUS FOR DATA COMMUNICATION**

Serial No.: 60/016,744

Filed: May 2, 1996

Inventor: David F. Pallmann  
Status: Converted to U.S. Application No.  
08/832,027 filed April 2, 1997 (6,094,684)  
Docket No.: 17314-701  
METHOD AND APPARATUS FOR DATA COMMUNICATION  
Serial No.: 60/029,974  
Filed: November 5, 1996  
Inventor: David F. Pallmann  
Status: Converted to U.S. Application No.  
08/832,027 filed April 2, 1997 (6,094,684)  
Docket No.: 17314-702  
METHOD AND APPARATUS FOR DATA COMMUNICATION  
Serial No.: 60/030,992  
Filed: November 14, 1996  
Inventor: David F. Pallmann  
Status: Converted to U.S. Application No.  
08/832,027 filed April 2, 1997 (6,094,684)  
Docket No.: 17314-703  
OBJECT RECOGNITION ENGINE  
Serial No.: 60/098,765  
Filed: September 1, 1998  
Inventor: David F. Pallmann. Status: Converted to U.S. Application No.  
09/387,412 filed August 31, 1999  
Docket No.: 17314-705  
METHOD FOR FACILITATING QUERIES OVER A COMPUTER  
NETWORK  
Serial No.: 60/124,699  
Filed: March 15, 1999  
Inventor: David F. Pallmann  
Status: Converted to U.S. Application No.  
09/525,574 filed 3/15/00 and PCT  
Application No. PCT/US00/07059 filed  
3/15/00  
Docket No.: 17314-706  
SCRIPTING TOOLS FOR NETWORK FUNCTIONS  
Serial No.: 60/127,363  
Filed: April 1, 1999  
Inventor: David F. Pallmann  
Status: Converted to U.S. Application No.  
09/525,574 filed 3/15/00  
Docket No.: 17314-707  
SCRIPTING TOOLS FOR NETWORK FUNCTIONS  
Serial No.: 60/129,138  
Filed: April 13, 1999  
Inventor: David F. Pallmann  
Status: Converted to U.S. Application No.  
09/525,574 filed 3/15/00  
Docket No.: 17314-708  
NETWORK QUERY LANGUAGE  
Serial No.: 60/189,094  
Filed: March 14, 2000

Inventor: David F. Pallmann  
Status: Converted to U.S. Application No.  
09/525,574 filed 3/15/00  
Docket No.: 17314-712. **C. U.S. PENDING APPLICATIONS**  
**OBJECT RECOGNITION ENGINE**  
Serial No.: 09/387,412  
Filed: August 31, 1999  
Inventor: David F. Pallmann  
Priority: U.S. Provisional Application No. 60/098,765  
filed 9/1/98

Status: Pending; Status Inquiry Filed 6/22/01;  
Awaiting 1 st Action  
Docket No.: 17314-709  
**SCRIPTING LANGUAGE FOR NETWORK FUNCTIONS**  
Serial No.: 09/525,574  
Filed: March 15, 2000

Inventor: David F. Pallmann  
Priority: U.S. Provisional Application Nos. 60/124,699  
filed 3/15/99; 60/127,363 filed 4/1/99;  
60/129,138 filed 4/13/98; 60/189,094 filed  
3/14/00

Status: Pending; Awaiting 1 st Action  
Docket No.: 17314-710  
**NETWORK CRAWLING WITH LATERAL LINK HANDLING**  
Serial No.: 09/870,395  
Filed: May 30, 2001

Inventor: David F. Pallmann  
Priority: U.S. Provisional Application No. 60/208,954  
filed 5/31/00

Status: Pending; Awaiting 1 st Action  
Docket No.: 17314-715

**D. PENDING FOREIGN APPLICATIONS**  
**SCRIPTING LANGUAGE FOR NETWORK FUNCTIONS**  
Serial No.: PCT/US00/07059  
Filed: March 15, 2000

Inventor: David F. Pallmann  
Priority: U.S. Provisional Application No. 60/124,699  
filed 3/15/99

Status: Published; National Stage Filing Due:  
9/15/01

Docket No.: 17314-713

JUN 1

1:

002

## Intellectual Property Assets

all hardware, software, & marketing materials physical property, itemized below under "physical property"  
 all NQL trademarks and tradenames  
 all NQL patents, granted + pending  
 all Internet presence, including domain nql.com, web sites www.nql.com and connect.nql.com  
 all email addresses @nql.com  
 all NQL products and derivatives  
 all Advertising agency creative work  
 all Marketing collateral, incl brochures, magazine reprints, and white paper reprints

## Physical Property

Location	Qty Description	Packaging
Costa Mesa	15 Marketing materials	Boxed
Irvine	1 Documentation binders	Boxed
Irvine	2 HP4050TN toner cartridge	Boxed
Irvine	1 Mouse/keyboards	Open box
Irvine	2 NQL mugs	Boxed
Irvine	1 Recordable NQL CD	Boxed
Irvine	2 Microsoft CDs	Boxed
Irvine	1 HP Jornada box	Boxed
Irvine	1 HP 4050TN laser printer	Not packaged
Irvine	1 HP 1220Cse color inkjet printer	Not packaged
Irvine	1 Apple Macintosh PowerBook laptop	Not packaged
Irvine	1 Sun Sparcstation computer	Boxed
Irvine	1 Sun 21" monitor	Boxed
Irvine	1 Sun keyboard, boxed	Boxed
Irvine	1 Sun accessories, boxes	Boxed
Irvine	4 Marketing materials	Boxed
Irvine	1 Box PDAs	Boxed
Irvine	1 Handspring Visor Box	Boxed
Irvine	1 Sprint PCS Internet Phone	Boxed
Irvine	1 RIM BlackBerry box	Boxed
Irvine	1 Box miscellaneous software, large	Boxed
Irvine	1 4' x 5' white board, wood	Not packaged
Irvine	1 3' x 4' month planner board	Not packaged
Irvine	1 Computer rack	Not packaged
Irvine	1 Backup subsystem QLT7000	Not packaged
Irvine	28 Backup tapes	Boxed
Irvine	1 Source code system ("Dev")	Not packaged
Irvine	1 Documentation system ("Doc")	Not packaged
Irvine	1 Software build system ("Workhorse")	Not packaged
Irvine	1 Java/CA build system ("Brandon")	Not packaged
Irvine	1 Backup computer	Not packaged
Irvine	1 Box cables	Boxed
DCI New Jersey	1 Web server (www.nql.com)	Not packaged



## **NQLI West Coast Software Division Technical and Intellectual Assets**

Last Updated August 31, 2001

### **I. Software Products (Developed In-House)**

All software and documentation listed in this section are centrally housed in a source code database.

#### **A. Network Query Language**

Network Query Language (NQL) is the company's core technology. It is a library of 500+ building blocks for communication, data conversion, distributed processing, and intelligent behavior. These building blocks are exposed as a SQL-like scripting language.

The NQL 1.X library was originally implemented in C++ for Windows. In 2000, it was fully ported to Java.

##### NQL version 1.1 for Windows

Current released and supported version of the language for Windows.

- Source code (Visual C++)
- Documentation (PDF, source in Adobe Frame Maker; and HTML, source in RoboHelp)
- Installation Program (InstallShield)
- Sample Scripts

##### NQL version 1.1 for Java

Current released and supported version of the language for non-Windows platforms (any system running Java 1.2+). Qualified on Solaris, Linux, Windows, and Mac OS X.

- Source code (Java)
- Documentation (common documentation with NQL 1.1)
- Installation Program (InstallAnywhere)
- Sample Scripts

##### NQL version 2.0 for Windows

New release of the language, just released end of August. Contains significant new features including improved internationalization.

- Source code (Visual C++)
- Documentation (PDF, source in Adobe Frame Maker; and HTML, source in RoboHelp)
- Installation Program (InstallShield)
- Sample Scripts

*Note: A book describing Network Query Language (version 2.0) is in the works. David Pallmann is writing the book for Wiley & Sons Publishers, which is expected to be available in January 2002.*

*Note: There is no NQL 2.0 for Java; that is the next logical project in the Network Query Language development schedule.*

## **B. ContentAnywhere**

ContentAnywhere is a content management system. It includes the NQL language as part of the product. ContentAnywhere gathers information from a diverse range of sources on the Internet/intranet, centralizes the content in XML form on a [Windows] server, and makes that content available in numerous ways, including the following: web browsers; desktop content browsers (all platforms); Microsoft Office; Crystal Reports and thousands of other ODBC-compliant applications; mobile devices; Microsoft .NET web services; and others.

### ContentAnywhere version 1.0 (Windows-based server)

Current released and supported version of ContentAnywhere.

- Source code (Visual C++)
- Documentation (PDF, source in Adobe Frame Maker)
- Installation Program (InstallShield)
- Sample Taxonomy and Scripts

### Document Management Module

Adds document management capabilities to ContentAnywhere, sold and installed as a separate module.

- Source code (Visual C++)
- Documentation (PDF, source in Adobe Frame Maker)
- Installation Program (InstallShield)
- Sample Taxonomy and Scripts

### Wireless Module

Adds mobile device support to ContentAnywhere, sold and installed as a separate module.

- Source code (Visual C++)
- Documentation (PDF, source in Adobe Frame Maker)
- Installation Program (InstallShield)
- Sample Taxonomy and Scripts

### C. NQL Components

NQL Components are individual bits of functionality from the Network Query Language library, sold as individual components. This is an alternate way to expose the NQL library for those who are not interested in NQL as a language.

16 components recently released for sale, packaged as ActiveX controls and COM components. This allows the majority of Windows development environments to use the components.

For each component:

- Source code (Visual C++)
- Documentation (PDF, source in Adobe Frame Maker)
- Installation Programs (InstallShield)
- Sample programs (Visual Basic, ASP)

#### NQL Categorize

Categorizes text or web pages by scanning dictionaries (lists of words and phrases). The component can score a page against single dictionaries and can also compare a page against multiple dictionaries and determined the one that matches best.

#### NQL Crawl

Crawls web sites, following links from a root page to find other pages on a site. Spiders up to a specified number of levels, returning URLs and web pages for processing.

#### NQL Database

Provides access to any ODBC database. The component can issue selection queries, retrieve records and fields, and perform action queries.

#### NQL Export

Easily create Word documents, Excel spreadsheets, and PowerPoint presentations. Insert text, tables, and images. Requires the presence of MS Office.

#### NQL Image

Dynamically create new images or revise existing ones. JPEG, GIF, and BMP files can be created, changed, or converted. The control has functions for drawing points, lines, rectangles, ellipses, and text.

#### NQL LDAP

Accesses directory servers using Lightweight Directory Access Protocol. LDAP servers can be connected to and queried.

**NQL Mail**

Send and receive email programmatically. Handles messages in text, RTF, and HTML formats. Communicates with mail servers using MAPI (Microsoft) or POP3/STMP (Internet) protocols. Supports file attachments.

**NQL Match**

Performs HTML pattern matching. It can be used to extract data from web pages. Patterns of tags and text are used to identify objects.

**NQL Neural**

Neural networks made easy! Create, train, and run neural networks. Supports four architectures of neural network (Adaline, Backpropagation, Kohonen self-organizing, and BAM).

**NQL News**

Read messages from newsgroups and discussion boards (using the NNTP protocol). Determine author, subject, date, and message of postings. Find out what people are saying about companies, products, and concepts around the world.

**NQL Pipe**

Allows agents and other programs to communicate with each other, even if on different computer systems. Supports the use of mailslots and named pipes for communication.

**NQL RegExp**

Performs pattern matching using regular expressions, a kind of pattern matching popular in the Perl/Unix community. Information can be extracted from text, web pages, and XML documents using regular expressions.

**NQL Sort**

Sorts text lines in memory or in files. It supports a wide variety of sorting methods, including heap sort, insert sort, merge sort, quick sort, and shell sort.

**NQL Stack**

Provides a stack, where string data can be pushed and later popped back off of the stack. Useful for recursive operations, algorithms that are stack-based, or when you don't know precisely how much data you will be working with.

**NQL Terminal**

Connect to terminal-based systems such as UNIX servers, minicomputers, and legacy systems. Connects through the TELNET protocol. Send and receive data, wait for specific prompts, capture

JAN-10-02 THU 05:54 PM HAMPSHIRE EQUITY PTNRS

FAX NO. 212 750 2970

P. 07

responses. Make your legacy system a full-fledged member of your network.

NQL Web

Retrieve web pages and web page headers with ease. Submit forms to web sites and capture responses. Extensive proxy server support. Requires presence of Internet Explorer.

*Note: The next development steps planned in component work are (1) development of Web Services versions of the components, and (2) development of Enterprise Java Bean editions of the components.*

JAN-10-02 THU 05:54 PM HAMPSHIRE EQUITY PTRNS

FAX NO: 212 750 2970

P: 09

#### D. StockVue

StockVue is a free, ad-driven desktop application for Windows that tracks investments and businesses. It is in its fourth generation, and is a joint venture with Terra/Lycos (Quote.com) where we share ad revenue. It has won numerous awards.

*Note: StockVue technical assets are considered separate from the business arrangements with Terra/Lycos and use of the StockVue trademark.*

##### StockVue 2001 (Windows)

Current released and supported version of StockVue.

- Source code (Visual C++)
- Documentation (Windows Help, source in RoboHelp)
- Installation Program (InstallShield)

#### E. Miscellaneous

Source code from in-house research, free products, prototypes, and professional service projects. Only highlights are listed here. Unless otherwise mentioned, each item is for the Windows platform and includes the following:

- Source code (Visual C++)
- Documentation (Windows Help, HTML, or PDF)
- Installation Program (InstallShield)

##### Browser Recorder

Adds record and play buttons to Internet Explorer.

##### High Relevancy Search Engine

Customizable search engine for enterprises that searches select web sites and network content based on categories.

##### IQ WebCollector

A content engineering product that crawls web sites, recognizes objects in HTML pages, and stores the results in databases.

##### IQ FileCollector

A content engineering product that crawls web sites and downloads files of the desired type that are new or changed.

##### NQL Shopper

A shopping bot, intended for deployment on Windows web servers.

JAN-10-02 THU 05:54 PM HAMPSHIRE EQUITY PTNRS

FAX NO. 212 750 2970

P. 09

## II. Software Applications (Purchased elsewhere, used internally as tools)

All software applications listed here were purchased (with varying numbers of licenses) for in-house use as tools.

### A. Development Tools

#### Visual Studio

Development environment for Visual C++, Visual Basic, Active Server Pages. Acquired as part of Microsoft Certified Partner program.

#### Visual SourceSafe

Source code control system. Acquired as part of Microsoft Certified Partner program.

#### Microsoft Certified Partner CDs

Comes with NQI annual membership as a Microsoft Certified Partner. Software includes the following:

- Visual Studio (Visual C++, Visual Basic, ASP)
- Visual SourceSafe source code control system
- Microsoft Office
- Server products (SQL Server, MS Exchange, etc.)
- Operating systems (Windows 98, Windows NT, Windows 2000, etc.)
- Software Development Kits / Developer Documentation
- Knowledge Base / Technical Articles / Samples

#### JBuilder, Forte

Development platforms for Java from Borland and Sun.

### B. Documentation Tools

#### Adobe Frame Maker

For creation of documentation in Adobe Acrobat PDF format.

#### RoboHelp HTML

For creation of Windows/HTML help.

### C. Installation Tools

#### InstallShield

Installation tool for generating Windows software installations.

#### InstallAnywhere

Installation tool for generating Java software installations for multiple platforms.

### III. Hardware

The hardware described here was purchased and used for research and development, and for quality assurance.

#### A. Wireless Devices

- Palm VII
- Handspring Visor
- HP Jornada 548
- RIM Blackberry 950

#### B. Computer Systems

- SUN SPARCstation (for testing Java NQL under Solaris)
- Apple PowerBook laptop (for testing Java NQL under Mac OS X)
- Linux PC (for testing Java NQL under Linux)
- Windows PCs (for testing all products under Windows)
- Documentation system - Windows PC
- Source Code system - Windows PC
- Software Build system - Windows PC

*Note: Not listed: Individual workstations, and systems that are part of network infrastructure for NQLI California office.*



JAN-10-02 THU 05:54 PM HAMPSHIRE EQUITY PTRNS

FAX NO. 212 750 2970

P. 11

**IV. Patents**

One granted, others pending.

**A. U.S. ISSUED PATENTS**METHOD AND APPARATUS FOR DATA COMMUNICATION

Patent No.: 6,094,684  
 Issued: July 25, 2000  
 Serial No.: 08/832,027  
 Filed: April 2, 1997  
 Inventor: David F. Pallmann  
 Priority: U.S. Provisional Application Nos. 60/016,744  
 filed 5/2/96; 60/029,974 filed 11/5/96;  
 60/030,992 filed 11/14/96  
 Docket No.: 17314-704

**B. U.S. PROVISIONAL APPLICATIONS**METHOD AND APPARATUS FOR DATA COMMUNICATION

Serial No.: 60/016,744  
 Filed: May 2, 1996  
 Inventor: David F. Pallmann  
 Status: Converted to U.S. Application No.  
 08/832,027 filed April 2, 1997 (6,094,684)  
 Docket No.: 17314-701

METHOD AND APPARATUS FOR DATA COMMUNICATION

Serial No.: 60/029,974  
 Filed: November 5, 1996  
 Inventor: David F. Pallmann  
 Status: Converted to U.S. Application No.  
 08/832,027 filed April 2, 1997 (6,094,684)  
 Docket No.: 17314-702

METHOD AND APPARATUS FOR DATA COMMUNICATION

Serial No.: 60/030,992  
 Filed: November 14, 1996  
 Inventor: David F. Pallmann  
 Status: Converted to U.S. Application No.  
 08/832,027 filed April 2, 1997 (6,094,684)  
 Docket No.: 17314-703

OBJECT RECOGNITION ENGINE

Serial No.: 60/098,765  
 Filed: September 1, 1998  
 Inventor: David F. Pallmann

JAN-10-02 THU 05:54 PM

HAMPSHIRE EQUITY PTRNS

FAX NO. 212 750 2970

P. 12

Status: Converted to U.S. Application No.  
09/387,412 filed August 31, 1999  
Docket No.: 17314-705

METHOD FOR FACILITATING QUERIES OVER A COMPUTER

NETWORK  
Serial No.: 60/124,699  
Filed: March 15, 1999  
Inventor: David F. Pallmann  
Status: Converted to U.S. Application No.  
09/525,574 filed 3/15/00 and PCT  
Application No. PCT/US00/07059 filed  
3/15/00  
Docket No.: 17314-706

SCRIPTING TOOLS FOR NETWORK FUNCTIONS

Serial No.: 60/127,363  
Filed: April 1, 1999  
Inventor: David F. Pallmann  
Status: Converted to U.S. Application No.  
09/525,574 filed 3/15/00  
Docket No.: 17314-707

SCRIPTING TOOLS FOR NETWORK FUNCTIONS

Serial No.: 60/129,138  
Filed: April 13, 1999  
Inventor: David F. Pallmann  
Status: Converted to U.S. Application No.  
09/525,574 filed 3/15/00  
Docket No.: 17314-708

NETWORK QUERY LANGUAGE

Serial No.: 60/189,094  
Filed: March 14, 2000  
Inventor: David F. Pallmann  
Status: Converted to U.S. Application No.  
09/525,574 filed 3/15/00  
Docket No.: 17314-712

**C. U.S. PENDING APPLICATIONS****OBJECT RECOGNITION ENGINE**

Serial No.: 09/387,412  
Filed: August 31, 1999  
Inventor: David F. Pallmann  
Priority: U.S. Provisional Application No. 60/098,765  
filed 9/1/98  
Status: Pending; Status Inquiry Filed 6/22/01;  
Awaiting 1<sup>st</sup> Action  
Docket No.: 17314-709

**SCRIPTING LANGUAGE FOR NETWORK FUNCTIONS**

Serial No.: 09/525,574  
Filed: March 15, 2000  
Inventor: David F. Pallmann  
Priority: U.S. Provisional Application Nos. 60/124,699  
filed 3/15/99; 60/127,363 filed 4/1/99;  
60/129,138 filed 4/13/98; 60/189,094 filed  
3/14/00  
Status: Pending; Awaiting 1<sup>st</sup> Action  
Docket No.: 17314-710

**NETWORK CRAWLING WITH LATERAL LINK HANDLING**

Serial No.: 09/870,395  
Filed: May 30, 2001  
Inventor: David F. Pallmann  
Priority: U.S. Provisional Application No. 60/208,954  
filed 5/31/00  
Status: Pending; Awaiting 1<sup>st</sup> Action  
Docket No.: 17314-715

**D. PENDING FOREIGN APPLICATIONS****SCRIPTING LANGUAGE FOR NETWORK FUNCTIONS**

Serial No.: PCT/US00/07059  
Filed: March 15, 2000  
Inventor: David F. Pallmann  
Priority: U.S. Provisional Application No. 60/124,699  
filed 3/15/99  
Status: Published; National Stage Filing Due:  
9/15/01  
Docket No.: 17314-713