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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

SolutionsIQ, Inc.

5-20-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 3-1-01

2. Name and address of receiving party(ies)

Name: CONNX Solutions, Inc.

Internal Address:

Street Address: 1260 116th Avenue NE

City: Bellevue State: WA Zip: 98004

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Washington Other

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

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

A. Trademark Application No.(s)

76/094,642 76/137,518

B. Trademark Registration No.(s)

1,990,616 2,439,679

Additional number(s) attached Yes No

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

Name: David A. Lowe, Esq.

Internal Address: Black Lowe & Graham PLLC

Street Address: B16 Second Avenue

City: Seattle State: WA Zip: 98104

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41).....\$ 160.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

9. Statement and signature.

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

David A. Lowe, Reg. No. 39,281

Name of Person Signing

Signature

May 3, 2002

Date

Total number of pages including cover sheet, attachments, and document: 19

Refund Refs 05/23/2002 STUN11 0000117246

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

CHECK Refund Total: 945.00

**AGREEMENT FOR PURCHASE OF
THE SOFTWARE PRODUCTS DIVISION
OF
SolutionsIQ, Inc.**

This Agreement is entered into effective the 1st day of March, 2001 between SolutionsIQ, a Washington corporation located in Bellevue, Washington (the "Seller"), and CONNX Solutions, Inc., a newly formed Washington corporation located in Bellevue, Washington (the "Buyer").

RECITALS

A. Seller desires to sell and Buyer desires to purchase the software products division of the Seller; and

B. The parties desire to reduce their Agreement to writing.

NOW, THEREFORE, the parties agree as follows:

1. **Agreement to Sell and Purchase.** Subject to the terms and conditions of this Agreement, on the closing date and in consideration of the purchase price set forth below, the Seller will sell, transfer, assign and convey to the Buyer, all of the assets of the Seller used in the Seller's software products business, including:

1.1 **Equipment.** All furniture, machinery, tools and equipment used in the business, including, without limitation, the specific items listed and described in Exhibit A hereto (the "Equipment").

1.2 **Fixtures.** The fixtures used at all locations of the business, including, without limitation, the specific items listed and described in Exhibit B hereto (the "Fixtures").

1.3 **Inventory.** All inventory of the business, including, without limitation, the inventories and supplies that will be listed and described on Exhibit C hereto and work in process (the "Inventory").

1.4 **Vehicles.** The vehicles listed and described in Exhibit D hereto (the "Vehicles").

1.5 **Franchise Rights.** Seller's right, title and interest in the franchises listed on Exhibit E hereto (the "Franchises").

1.6 Names. The business name "CONNX", all trade names, and all derivations and variations thereon used or associated with the business of the Seller (the "Names") all of which are set forth on Exhibit F hereto (the "Names").

1.7 Other Assets. All other assets of the business but excluding those assets listed on Exhibit G hereto (the "Excluded Assets"). Specifically excluded are all assets necessary for the Seller to continue operating its staffing business. Such assets as are necessary to operate the software development business are listed in Schedules 8.1 through 8.6, respectively.

The assets being acquired by the Buyer are hereafter referred to as the "Acquired Assets".

Accounts receivable are included in this sale and Seller warrants all accounts receivable are collectable. Each party agrees to promptly pay over to the other any amounts that are paid to the party in error.

2. Purchase Price. The purchase price for the Acquired Assets is the assumption of the liability to continue the Software Products Division and, specifically, to assume the operations of such business, including to issue new releases of the primary software products produced by this division. The Buyer shall pay ~~redacted~~ for this Software Products Division based upon an independent valuation of ~~redacted~~ adjusted by changes in assets and liabilities since the date of valuation that are included in this sale.

3. Payment of Purchase Price. The purchase price to be paid by the Buyer to the Seller shall be payable in the amount of ~~redacted~~ cash at closing. Any further amounts due, or any refund due, shall be made as agreed between the parties when assets and liabilities are clearly defined on the Schedules hereto. Should additional amounts be due seller, payment may be delayed pending collection of accounts receivable transferred in this sale.

4. No Assumption of Obligations and Liabilities by Buyer. The Buyer does not and shall not assume any liabilities of the Seller or the Seller's Shareholder except as specifically assumed in this Agreement or as set forth on Exhibit H (referred to herein as the "Assumed Contracts"). With respect to inventory which is on order as of the Closing date, the Seller shall be responsible for payables for such inventory which is actually received prior to Closing, and the Buyer shall be responsible for payables for ordered inventory which arrives after the date of Closing.

5. Allocation of Purchase Price. The purchase price to be paid under this Agreement for the Acquired Assets shall not be allocated to assets but such assets shall be brought across at their depreciated book value on the books of Seller.

6. Inventory. Buyer and Seller shall jointly take a complete physical inventory of all stock in trade and inventory of the Seller before closing, with values to be based on the lower of original cost or market, or alternatively average cost if agreed to by the Buyer and the Seller. Only new, unused products which are still returnable to the manufacturer shall be included in the

valuation. At the time of taking the inventory, the Buyer may reject outdated, damaged or slow moving inventory in its discretion.

7. **Use of Name.** From the date of Closing, the Buyer shall have the exclusive right to use of the Names used in the Software Products Division, including the name, CONNX.

8. **Software Development Assets.** In connection with this sale, Seller shall transfer to purchaser the following assets:

8.1 **Software and Software Designs.** All software products and programs owned, possessed, developed or under development by Seller or used in or, to be used in, the Business, including source and object code versions thereof, in all versions thereof, in any format and for all hardware platforms, software platforms and operating environments including (but not limited to) those described on Schedule 8.1, whether or not copyrights have been registered with respect to such software, but excluding all off-the-shelf, commercially available, third-party software products and programs used by Seller (collectively, the "**Software**");

8.2 **Software Tools and Environments.** All software tools, development tools, testing tools, testing suites and environments owned, possessed, used, developed or under development by Seller or used in or, to be used in, the Business, including source and object code versions thereof in any format and for all hardware platforms, software platforms and operating environments including (but not limited to) those described on Schedule 8.2 (collectively, the "**Tools**") and any other software reasonably necessary to the completion or future development of the Software or Prototypes (as defined below) that is not commercially available from third parties, whether or not copyrights have been registered with respect to such tools.

8.3 **Documentation.** All specifications, requirements, designs, design drawings, schemes, schematics, diagrams, drafts, files, manuscripts, computer stored data, media, diskettes and other documentation depicting or specifying the designs and composition of the Software, Tools or Prototypes, all logs or access control mechanisms relating thereto, all documentation, manuals, instructions, descriptions, product literature, marketing literature and other supplemental materials related to, used in connection with or developed for use with, the Software, Tools or Prototypes, including (but not limited to) the documentation described on Schedule 8.3, whether or not copyrights have been registered with respect to such documentation (collectively, the "**Documentation**").

8.4 **Prototypes.** All prototypes and models of Software or Tools, whether or not finished, all work in process owned by Seller and to be used, or potentially to be used, in the Business including (but not limited to) those described on Schedule 8.4 (collectively, the "**Prototypes**").

8.5 **Intellectual Property Rights.** All of Seller's worldwide rights, claims and interests in or to any and all of the following: (i) all patents and patent applications

including (but not limited to) those set forth on Schedule 8.5 ("Patents"). (ii) all trademarks (whether or not registered), trade names, trade dress, logos, service marks (whether or not registered), all registrations and applications relating to the foregoing, and the goodwill associated therewith and symbolized thereby including (but not limited to) those set forth on Schedule 8.5 ("Trademarks"). (iii) all copyrights (whether or not registered), copyright registrations, moral rights and works of authorship ("Copyrights") including (but not limited to) those set forth on Schedule 8.5. (iv) all know-how, processes, technical data, techniques, confidential business information, inventions (whether or not patented or patentable), trade secrets, data bases and rights in data, and other proprietary information, technology and intellectual property rights, and (v) all Internet domain names including (but not limited to) those set forth on Schedule 8.5.

8.6 Business Records. All logs, books, records, files, supplier lists and files, product component lists, engineering and design drawings, diagrams and other documentation relating to the Business, and all sales literature and sales aids, pictures, negatives, camera ready proofs, product or service catalogs, product or service sheets and documentation, product or service displays, advertising materials, manuals, computer and electronic data processing materials and correspondence relating to the Business, all copies of all sales records relating to the Business, and copies of all Seller's business, accounting and financial records and analyses pertaining to the operation of the Business that are not otherwise described in this Section 8.6 (the "Business Records").

9. Seller's Representations and Warranties. The Seller and Seller's Shareholders hereby jointly and severally represent and warrant to the Buyer as follows:

9.1 Organization. The Seller is a corporation duly organized and validly existing in good standing under the laws of the State of Washington, possesses all requisite corporate power and authority to own, operate and use its properties (including the Acquired Assets) to carry on its business as it is now being conducted, and is qualified to do business as a foreign corporation in each jurisdiction where such qualification is required. The Articles of Incorporation and the Bylaws delivered or to be delivered to the Buyer are complete and correct and contain all amendments thereto.

9.2 Authorization. The Seller's Shareholders and the Seller have the full power and authority to enter into this Agreement and to carry out their respective obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the Seller's Board of Directors and the Seller's Shareholders, and do not violate, result in a breach of, or constitute a default under any judgment, order or decree to which the Seller or its shareholders are subject, or the Seller's Articles or Bylaws. The execution, delivery and performance of this Agreement by the Seller and its shareholders will not violate, with or without the giving of notice and/or the passage of time, any provision of law now applicable to the Seller's Shareholders or the Seller, or result in the creation of any lien, charge or encumbrance upon any of the assets of the Seller pursuant to any corporate charter, bylaw, indenture, mortgage, deed of trust, loan agreement, lease, license, or other agreement or instrument to which the Seller or the Seller's Shareholders