

09-25-2002



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REMARKS ONLY

Attorney Docket No. 20206-007900, -008000

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

Form PTO-1594

(Rev. 03-01)

OMB No. 0651-0027 (exp 5/31/2002)

Tab settings

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

1. Name of conveying party(ies):

Decision Consultants, Inc.

9.23.02

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

Additional name(s) of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment (EXCERPTS ATTACHED) Merger
- Security Agreement Change of Name
- Other _____

Execution Date: Effective April 26, 2002

2. Name and address of receiving party(ies)

Name: Ciber, Inc.

Internal Address: _____

Street Address: 5251 DTC Parkway, Suite 1400

City: Greenwood Village State: CO ZIP: 80111

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State: Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designation 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):
75/709,538 PM RX
76/361,551 OPTIMIZED DELIVERY MODEL

B. Trademark Registration No(s):

Additional numbers attached? Yes No

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

Name: Lesley S. Craig
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
(415) 576-0200

6. Total number of applications and registrations involved 2

7. Total fee (37 CFR 3.41): \$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 20-1430

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

9. Statement and signature.

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

Stephen F. Jewett
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and document: 23

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

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**GENERAL ASSIGNMENT, BILL OF SALE
AND ASSUMPTION AGREEMENT**

This GENERAL ASSIGNMENT, BILL OF SALE AND ASSUMPTION AGREEMENT (this "Agreement") is entered on the ~~6th~~ day of May, 2002, by and between CIBER, INC., a Delaware corporation ("Buyer"), DECISION CONSULTANTS, INC., a Michigan corporation ("DCI"), KTR SYSTEM, L.P., a Texas limited partnership and wholly-owned subsidiary of Seller ("KTR" and together with DCI, the "Seller"), and THE JOHN A. KRASULA LIVING TRUST DATED APRIL 1, 1988 (the "Shareholder").

RECITAL

Upon the terms and subject to the conditions set forth in that certain Asset Purchase Agreement, dated April 30, 2002 (the "Purchase Agreement"), by and among Buyer, Seller, KTR and the Shareholder, Seller has agreed to transfer and deliver to Buyer, and Buyer has agreed to acquire and accept from Seller the Assets in exchange for the Initial Consideration and Maximum Additional Cash Consideration set forth in the Purchase Agreement and the assumption of the Liabilities of Seller by Buyer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties provide and agree as follows:

1. **Capitalized Terms.** Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

2. **Transfer of Assets.** Effective as of the Effective Date, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, conveys, grants, assigns, transfers and delivers to Buyer and its successors and assigns forever all of Seller's right, title and interest in and to all of the assets and properties of Seller (other than the Excluded Assets), whether real, personal, tangible or intangible, free and clear of all Liens (other than Permitted Liens), such assets and properties being referred to herein as the "Assets," including, without limitation, the following:

(a) Seller's right, title and interest in and to all parcels of real property owned in fee by Seller or in which Seller has a leasehold interest, and all buildings, structures and other improvements located thereon, and all rights-of-way and similar authorizations;

(b) Seller's right, title and interest in and to all of the tangible personal property owned or leased by Seller, including all inventory, furniture, fixtures, equipment and computers;

(c) Seller's right, title and interest in and to all contracts, options, leases (whether of realty or personalty), purchase orders, bids in process, commitments, licenses to use software, and other agreements (all of such contracts, agreements, options, leases or commitments are sometimes referred to herein collectively as the "Contracts"), including without limitation the items identified in Schedule 2.1(a) attached to the Purchase Agreement (which schedule identifies separately each Contract that is material to Seller as defined in Schedule

2.1(a), including Contracts not terminable at will or with 30 days or less prior notice that require the consent of a third party in order to assign such contract to Buyer;

(d) Seller's right, title and interest in and to all client, client contact, customer and advertiser lists;

(e) All marketing files of Seller, identifying contacts, dates of most recent client contact and other information customarily contained therein;

(f) All recruiting files of Seller, identifying all active or potential recruiting prospects, applications, letters, technical reviews, references, resumes and other information customarily contained therein;

(g) All personnel files of Seller pertaining to any person now providing or who in the prior three years has provided services for Seller as a billable consultant or employee, together with any and all information customarily contained therein, including, but not limited to, W-2's, W-4's, I-9's, 1099's, employment agreements, personnel reviews, commission and/or bonus arrangements and salary history;

(h) Seller's right, title and interest in and to all Intellectual Property which is used or held for use in connection with the conduct of its business;

(i) All customer, trade and other accounts receivable due to Seller;

(j) All notes receivable, marketable securities and investments, and prepaid expenses;

(k) All cash on hand, in bank accounts or in transit and all deposits under lease, utility and other agreements to which Seller is or may become entitled;

(l) DCI's membership interests in DCI India, LLC and the certificates evidencing such interests, if any;

(m) Seller's stop loss insurance policies with Weyco PPO (PPOM) (Michigan Employees) (Excess Reimbursement Policy with HCC Life Insurance) and CIGNA POS/PPO (Non-Michigan Employees) with respect to Seller's medical plan;

(n) All books and records of Seller; and

(o) Seller's right, title and interest in and to the corporate and trade names "Decision Consultants, Inc." and "DCI India, LLC".

Anything herein to the contrary notwithstanding, Seller shall retain and shall not sell or deliver to Buyer the following assets (together, the "Excluded Assets"):

(a) Seller's corporate minute books, stock record books, and related corporate documents that are not financial in nature;

(b) any agreements with employees and independent contractors who do not become employees or independent contractors of Buyer at the Closing Date;

(c) all rights of Seller with respect to the claims, refunds, causes of action, rights of recovery, rights of set-off and all other rights and assets of every kind and nature related to liabilities of Seller not assumed by Buyer pursuant to the Purchase Agreement;

(d) all rights of Seller with respect to any agreements among Seller and its shareholders, directors, and officers;

(e) all option agreements or other agreements giving the holder thereof the right to acquire securities of Seller;

(f) all monies to be received by Seller and the Shareholder and all other rights of Seller and the Shareholder under the Purchase Agreement, including any claim, refund, cause of action, or right of recovery Seller may have under Section 6.8 of the Purchase Agreement, and the other agreements, documents, and instruments executed or delivered in connection with the Purchase Agreement;

(g) all insurance policies maintained by Seller with respect to Seller's business (other than the policies listed Section 2.1(m) above);

(h) assets constituting pension or other funds for the benefit of Seller's employees; and

(i) all personal property identified as an Excluded Asset on Schedule 2.1 (b) attached to the Purchase Agreement.

Such sale, transfer, conveyance and delivery is made in accordance with and subject to the representations, warranties, covenants, indemnities, limitations and provisions contained in the Purchase Agreement.

3. **Assumption of Obligations and Liabilities.** Buyer hereby purchases, accepts and receives from Seller all of Seller's right, title and interest in and to the Assets and Buyer hereby assumes and undertakes to timely discharge in full:

(a) All of the Indebtedness, obligations and liabilities of Seller under the Contracts arising with respect to periods after the Effective Date; provided that Buyer is not assuming and not undertaking (except as otherwise covered by this Section 3 or as otherwise expressly provided herein or the Purchase Agreement) to discharge any obligations or liabilities of Seller (including claims made against Buyer) under the Contracts arising out of the actions or performance (or absence thereof) of Seller prior to the Effective Date;

(b) All of the Indebtedness, obligations and liabilities of Seller disclosed on the March 31, 2002 Balance Sheet delivered to Buyer pursuant to Section 3.4 of the Purchase Agreement, together with all other obligations and liabilities of Seller arising after such date in the ordinary course of business and reflected on the Final Effective Date Balance Sheet;

(c) All obligations, liabilities and claims in connection with or related to any existing self-insured medical plan, flexible benefits (Section 125) plan, sick time, vacation time, severance, stay bonus or other termination obligations, COBRA obligations or other employment related matters for Seller employees, but only to the extent that the Final Effective Date Balance Sheet reflects accruals or reserves for such items established in accordance with GAAP;

(d) Seller's contractual obligations for warranty/continuing service obligations arising out of actions or performance (or absence thereof) occurring during periods prior to the Effective Date as is customary in the ordinary course of Seller's business; and

(e) All obligations and liabilities arising with respect to periods after the Effective Date related to the ownership and operation of the Assets.

All of the Indebtedness, obligations and liabilities in this Section 3 shall be referred to collectively herein as the "Liabilities." Other than the Liabilities, Buyer shall not assume or be bound by any obligations of Seller or the Shareholder of any kind or nature, contingent or otherwise, including, but not limited to, any Tax liability related to the Assets or the transfer of the Assets or any litigation or potential litigation disclosed on Schedule 3.6 attached to the Purchase Agreement.

Such acceptance and assumption is made in accordance with and subject to the representations, warranties, covenants, indemnities, limitations and provisions contained in the Purchase Agreement.

4. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective beneficiaries, successors and assigns.

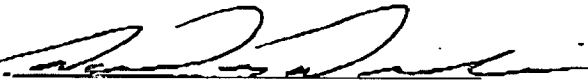
5. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

6. **Effectiveness.** This Agreement shall be deemed to have taken effect as of 11:59 p.m. MST on April 26, 2002 (the "Effective Date").

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed and delivered this General Assignment, Bill of Sale and Assumption Agreement as of the date first referenced above.

CIBER, INC.,
a Delaware corporation

By: 
David G. Durham,
Senior Vice President and Chief Financial Officer

DECISION CONSULTANTS, INC.,
a Michigan corporation

By: _____
John A. Krasula
Chairman and Chief Executive Officer

KTR SYSTEM, L.P.,
a Texas limited partnership

By: KTR System I, LLC
By: _____
John A. Krasula
President

THE JOHN A. KRASULA LIVING TRUST DATED APRIL 1, 1988

By: _____
John A. Krasula
Trustee

IN WITNESS WHEREOF, the parties have executed and delivered this General Assignment, Bill of Sale and Assumption Agreement as of the date first referenced above.

CIBER, INC.,
a Delaware corporation

By: _____
David G. Durham,
Senior Vice President and Chief Financial Officer

DECISION CONSULTANTS, INC.,
a Michigan corporation

By: _____
John A. Krasula
Chairman and Chief Executive Officer

KTR SYSTEM, L.P.,
a Texas limited partnership

By: KTR System I, L.P.
By: _____
John A. Krasula
President

THE JOHN A. KRASULA LIVING TRUST DATED APRIL 1, 1988

By: _____
John A. Krasula
Trustee

ASSET PURCHASE AGREEMENT
BY AND AMONG
CIBER, INC.,
DECISION CONSULTANTS, INC.,
KTR SYSTEM, L.P.
AND
JOHN A. KRASULA,
SOLE TRUSTEE OF THE JOHN A. KRASULA
LIVING TRUST DATED APRIL 1, 1988

APRIL 30, 2002

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered on April 30, 2002 effective as of 11:59 p.m. MST on April 26, 2002 (the "Effective Date"), by and among CIBER, INC., a Delaware corporation ("CIBER"); DECISION CONSULTANTS, INC., a Michigan corporation ("DCI"); KTR System, L.P., a Texas limited partnership and wholly-owned subsidiary of DCI ("KTR" and together with DCI, the "Seller"); and JOHN A. KRASULA, SOLE TRUSTEE OF THE JOHN A. KRASULA LIVING TRUST DATED APRIL 1, 1988 the holder of substantially all of the outstanding capital stock of DCI (the "Shareholder").

RECITAL

Subject to the terms and conditions contained in this Agreement, CIBER desires to acquire from Seller, and Seller desires to transfer to CIBER, substantially all of the assets of Seller in exchange for payment of the Initial Consideration (as defined below) and the assumption by CIBER of certain of Seller's Liabilities (as defined below).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions.

(a) As used in this Agreement, the following terms shall have the meanings set forth below:

"Billable Hours" means hours billed to Seller clients and customers on Seller's behalf reported on DCI's internal report entitled "Flash Report -- Hours and Direct Costs." Included in such determination shall be hours reflected in such report as "Billable," "Holiday," and "Personal Time Off" as defined in such report.

"CIBER Closing Stock Price" means the average of the daily closing prices of a share of CIBER Common Stock on the NYSE for the five (5) consecutive trading days beginning on March 26, 2002. The CIBER Closing Stock Price was determined in accordance with the foregoing to be \$9.05.

"CIBER Common Stock" means the common stock, par value \$.01 per share of CIBER.

"CIBER Material Adverse Effect" means effects that individually or in the aggregate have a material adverse effect on CIBER's business, financial condition, assets or operations.

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ARTICLE II

PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale of Assets. Upon the terms and subject to the conditions set forth in this Agreement, at Closing, Seller agrees to sell, convey, assign, transfer and deliver to CIBER, and CIBER agrees to acquire and accept from Seller, all of Seller's right, title and interest in and to the assets and properties of Seller (other than the Excluded Assets), whether real, personal, tangible or intangible, free and clear of all Liens (other than Permitted Liens), such assets and properties being referred to herein as the "Assets," and including without limitation the following:

(a) Seller's right, title and interest in and to all parcels of real property owned in fee by Seller or in which Seller has a leasehold interest, and all buildings, structures and other improvements located thereon, and all rights-of-way and similar authorizations;

(b) Seller's right, title and interest in and to all of the tangible personal property owned or leased by Seller, including all inventory, furniture, fixtures, equipment and computers;

(c) Seller's right, title and interest in and to all contracts, options, leases (whether of realty or personalty), purchase orders, bids in process, commitments, licenses to use software, and

other agreements (all of such contracts, agreements, options, leases or commitments are sometimes referred to herein collectively as the "Contracts"), including without limitation the items identified in Schedule 2.1(a) attached hereto (which schedule identifies separately each Contract that is material to Seller as defined in Schedule 2.1(a), including Contracts not terminable at will or with 30 days or less prior notice that require the consent of a third party in order to assign such contract to CIBER;

(d) Seller's right, title and interest in and to all client, client contact, customer and advertiser lists;

(e) All marketing files of Seller, identifying contacts, dates of most recent client contact and other information customarily contained therein;

(f) All recruiting files of Seller, identifying all active or potential recruiting prospects, applications, letters, technical reviews, references, resumes and other information customarily contained therein;

(g) All personnel files of Seller pertaining to any person now providing or who in the prior three years has provided services for Seller as a billable consultant or employee, together with any and all information customarily contained therein, including, but not limited to, W-2's, W-4's, I-9's, 1099's, employment agreements, personnel reviews, commission and/or bonus arrangements and salary history;

(h) Seller's right, title and interest in and to all Intellectual Property which is used or held for use in connection with the conduct of its business;

(i) All customer, trade and other accounts receivable due to Seller;

(j) All notes receivable, marketable securities and investments, and prepaid expenses;

(k) All cash on hand, in bank accounts or in transit and all deposits under lease, utility and other agreements to which Seller is or may become entitled;

(l) DCI's membership interests in DCI India, LLC and the certificates evidencing such interests, if any;

(m) Seller's stop loss insurance policies with Weyco PPO (PPOM) (Michigan Employees) (Excess Reimbursement Policy with HCC Life Insurance) and CIGNA POS/PPO (Non-Michigan Employees) with respect to Seller's medical plan;

(n) All books and records of Seller; and

(o) Seller's right, title and interest in and to the corporate and trade names "Decision Consultants, Inc." and "DCI India, LLC".

Anything herein to the contrary notwithstanding, Seller shall retain and shall not sell or deliver to CIBER the following assets (together, the "Excluded Assets"):

Seller in an aggregate principal amount in excess of \$50,000 is outstanding or may be incurred and (ii) the respective principal amounts currently outstanding thereunder. Except as set forth in Schedule 3.12, all Indebtedness of Seller was incurred in the ordinary course of business.

(c) Except as set forth in Schedule 3.12, Seller is not a party to or bound by any material written or oral (i) employment agreement or employment contract that is not terminable at will by Seller without cost to Seller, (ii) covenant not to compete restricting Seller, (iii) agreement, contract or other arrangement with (A) any Shareholder of Seller, (B) any affiliate of Seller or any affiliate of any Shareholder of Seller or (C) any officer, director or employee of Seller (other than employment agreements covered by clause (i) above); or (iv) bonus compensation plans or arrangements (whether or not included in an employment agreement or contract).

(d) Except as set forth in Schedule 3.12, Seller is not a party to or bound by any material written or oral mortgage, pledge, security agreement, deed of trust or other document granting a Lien (including, but not limited to, Liens upon properties acquired under conditional sales, capital leases or other title retention or security devices) other than any Permitted Lien.

(e) Except as set forth on Schedule 3.12, Seller is not currently a party to any written or oral contract which obligates Seller to work on a fixed-fee or not-to-exceed fee basis regardless of the number of hours actually spent on the project by Seller employees (a "Fixed-Fee Contract"). The financial statements delivered pursuant to Section 3.4 reflect adequate reserves for anticipated losses on all Fixed-Fee Contracts. Seller recognizes revenue on Fixed-Fee Contracts on the percentage of completion method in accordance with GAAP.

3.13 Properties.

(a) Seller has good and marketable title to, or valid leasehold interests or licenses in or to the Assets, except for such as are no longer used or useful in the conduct of its businesses or as have been disposed of in the ordinary course of business. The Assets, other than the Assets in which Seller has leasehold interests, are free and clear of all Liens (other than Permitted Liens). The tangible personal property used by Seller that has a value, in the case of each item, of \$15,000 or more is in good operating condition and repair, ordinary wear and tear excepted, and all personal property leased by Seller is in the condition required of such property by the terms of the lease applicable thereto.

(b) Seller has complied in all material respects with the terms of all leases to which it is a party and under which it is in occupancy, and all such leases are in full force and effect. Seller enjoys peaceful and undisturbed possession under all such leases. Seller owns no real property in fee.

3.14 Intellectual Property.

(a) Except as set forth on Schedule 3.14(a) and except as to matters that would not result in a Seller Material Adverse Effect, Seller owns or has the right to use pursuant to license, sublicense, agreement, or permission all Intellectual Property necessary for the operation of the business of Seller as presently conducted. Each item of Intellectual Property owned or used by Seller

immediately prior to the Closing hereunder will be owned or available for use by CIBER on identical terms and conditions immediately subsequent to the Closing Date hereunder except as to matters that would not result in a Seller Material Adverse Effect. Seller has taken all appropriate action to maintain and protect each item of Intellectual Property that it owns or uses, except where the failure to do so could not reasonably be expected to result in a Seller Material Adverse Effect.

(b) Except as set forth on Schedule 3.14(b), Seller has not interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of third parties; Seller (and its employees with responsibility for Intellectual Property matters) has not received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that Seller must license or refrain from using any Intellectual Property rights of any third party); and, to the knowledge of Seller and the Shareholder (and employees with responsibility for Intellectual Property matters), no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of Seller.

(c) Schedule 3.14(c) identifies each registration which has been issued to Seller with respect to any of its Intellectual Property, identifies each pending application for registration which Seller has made with respect to any of its Intellectual Property, and identifies each license, agreement, or other permission which Seller has granted to any third party with respect to any of its Intellectual Property (together with any exceptions). Seller has delivered to CIBER correct and complete copies of all such registrations, applications, licenses, agreements, and permissions (as amended to date). Schedule 3.14(c) also identifies each trade name or unregistered trademark used by Seller in connection with its business. Except as set forth on Schedule 3.14(c), with respect to each item of Intellectual Property required to be identified in Schedule 3.14(c) and with respect to each item of copyrightable Intellectual Property (whether or not registration has been sought):

(i) Seller possesses all right, title, and interest in and to the item, free and clear of any lien, license, or other restriction (other than Permitted Liens);

(ii) the item is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge;

(iii) no action, suit proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or, to the knowledge of Seller and the Shareholder, threatened which challenges the legality, validity, enforceability, use, or ownership of the item; and

(iv) Seller has never agreed to indemnify any person for or against any interference, infringement, misappropriation, or other conflict with respect to the item.

(d) Schedule 3.14(d) identifies each item of Intellectual Property that any third party owns and that Seller uses pursuant to license, sublicense, agreement, or permission. Seller has delivered or made available to CIBER correct and complete copies of all such licenses, sublicenses, agreements, and permissions (as amended to date). Except as set forth on Schedule 3.14(d), with respect to each item of Intellectual Property required to be identified in Schedule 3.14(d):

(i) the license, sublicense, agreement, or permission covering the item is legal, valid, binding, enforceable, and in full force and effect;

(ii) the license, sublicense, agreement or permission will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms following the Closing Date;

(iii) Seller is not in breach or default of, and, to Seller's and the Shareholder's knowledge, no other party to the license, sublicense, agreement, or permission is in breach or default, and no event has occurred which with notice or lapse of time would constitute a breach or default or permit termination, modification, or acceleration thereunder;

(iv) Seller has not repudiated, and to Seller's and the Shareholder's knowledge, no other party to the license, sublicense, agreement, or permission has repudiated any provision thereof;

(v) with respect to each sublicense, the representations and warranties set forth in subsections (i) through (iv) above are true and correct with respect to the underlying license;

(vi) to Seller's and the Shareholder's knowledge, the underlying item of Intellectual Property is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge;

(vii) no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending against Seller or, to the knowledge of Seller and the Shareholder, any other party, or is threatened against any party, which challenges the legality, validity, or enforceability of the underlying item of Intellectual Property;

(viii) Seller has not granted any sublicense or similar right with respect to the license, sublicense, agreement, or permission; and

(ix) no such licenses, agreements or permissions commit Seller to continued maintenance, support, improvement, upgrade or similar obligation of any of Seller's Intellectual Property which obligation cannot be terminated by Seller upon no greater than ninety (90) days' notice.

3.15 Labor Matters. There are no collective bargaining or other labor union agreements to which Seller is a party or by which it is bound. Since December 31, 2000, Seller has not been subject to any labor union organizing activity, or had any actual or, to Seller's or the Shareholder's knowledge, threatened employee strikes, work stoppages, slowdowns or lockouts.

3.16 Certain Employee Matters.

Schedule 2.1(b)
Excluded Assets

The following list contains assets detailed in DCI's current fixed asset schedule that are excluded from the sale:

<u>Item #</u>	<u>Asset #</u>	<u>Description</u>
1	156	John A. Krasula Office Furniture (includes table and chair)
2	160	John A. Krasula Office Furniture
3	186	Skypan Picture
4	188	Picture -- Kenneth Randall Gallery
5	214	Framed Lincoln Letter
6	831	Autographs

In addition to the items listed above, the following assets are also excluded from the sale:

1. 1,865 shares of Microsoft stock.
2. 1 fireproof four drawer lateral filing cabinet (currently next to David Stobb)
3. 20 four drawer lateral locking filing cabinets
4. Al Lucarelli's furniture
5. 4 Pentium 4 computers (or Pentium 3 computers if DCI does not have four Pentium 4 computers) w/17" flat screen monitor or other 17" monitor, keyboard & mouse
6. 1 high-end color printer (HP 4500), 1 high-end b/w printer, 1 small b/w printer (HP 5N) and 2 printer stands from corporate office
7. 2 Ricoh fax machines from corporate office
8. 1 paper folder
9. 1 paper cutter
10. 1 shredder
11. 10 shelving units from record storage area on 3rd floor
12. New corporate office digital camera
13. Dymo labelwriters (from Kelcy & Candi's desks)
14. Trophy case & trophies
15. Blue/beige flatbed cart

17. Comerica Bank Account No. 1851483741.
18. Comerica Bank Money Market Account No. 1851483659.
19. Note receivable from John A. Krasula in the principal amount of \$178,685.70.

The following items are the personal property of John A. Krasula, and are presently located at the DCI corporate office, and are also excluded from the sale:

1. Framed Pope/Mark McGwire picture/letter
2. Old Rome statue
3. Brass Train engine
4. Curio Case in reception area
5. All philosophy letters from various people (along the walls outside Jack's office).
6. All autographed sports artwork throughout the 3rd floor suite
7. 3 Og Mandino letters in reception area
8. All other personal property owned by John A. Krasula located at the DCI corporate office

Schedule 3.14(c)**Intellectual Property Registrations; Licenses to Third Parties****A. Intellectual Property Registration:**

1. Service Mark for "Optimized Delivery Model" (pending), Serial No. 76/361,531, Filing Date January 22, 2002.
2. Trademark for "PM RX", Serial No. 75/709,538, Filing Date May 19, 1999.
3. "Decision Consultants, Inc.," corporate name filed with the Secretary of State of the State of Michigan.

B. Unregistered Names and Marks

1. Unregistered fictitious names:
 - DCI
 - DCINET
 - Computer People, Inc. and Merlin Group (companies acquired by DCI)
2. Unregistered service marks:
 - Sensible IT Solution
 - This company is IT's PEOPLE...the best!
3. Unregistered trademarks for DCI applications:
 - DCI Service Request System
 - DCI Application Inventory System
 - DCI Configuration Management Tracking System
 - KMS (Knowledge Management System)

C. Licenses to Third Parties:

1. Many of DCI's Contracts grant the other party either ownership to any inventions created in the performance of the Contract and/or grant the other party a perpetual license to any such inventions.
2. DCI has licensed its PM RX tool to Nielsen Media Research pursuant to an April 12, 2002 Non-Exclusive License Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Asset Purchase Agreement as of the date first above written.

CIBER, INC.,
a Delaware corporation

By: [Signature]
Name: DAVID G. DURHAM
Title: SR. VICE PRESIDENT / CFO

DECISION CONSULTANTS, INC.
a Michigan corporation

By: _____
Name: _____
Title: _____

KTR SYSTEM, L.P., a Texas limited partnership

By: KTR System I, LLC
Its: General Partner

By: _____
Name: _____
Title: _____

SHAREHOLDER:

JOHN A. KRASULA LIVING TRUST DATED
APRIL 1, 1988

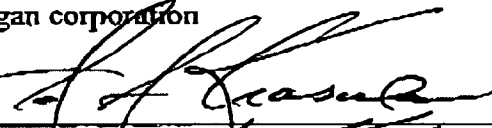
By: _____
Name: John A. Krasula
Title: Trustee

IN WITNESS WHEREOF, the parties have executed and delivered this Asset Purchase Agreement as of the date first above written.

CIBER, INC.,
a Delaware corporation

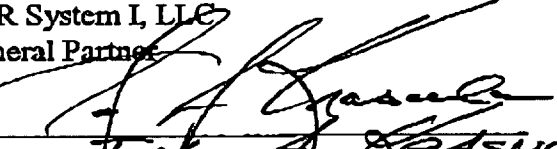
By: _____
Name: _____
Title: _____

DECISION CONSULTANTS, INC.
a Michigan corporation

By: 
Name: John A. Krasula
Title: Chairman

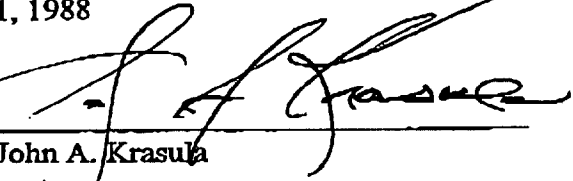
KTR SYSTEM, L.P., a Texas limited partnership

By: KTR System I, LLC
Its: General Partner

By: 
Name: John A. Krasula
Title: Chairman

SHAREHOLDER:

JOHN A. KRASULA LIVING TRUST DATED
APRIL 1, 1988

By: 
Name: John A. Krasula
Title: Trustee