

01-17-2003

HEET

Docket No.:

ILY

21992.055



102340712

Tab settings

To the Honorable Commissioner of I

the attached original documents or copy thereof.

1. Name of conveying party(ies):

**BFI Business Finance,
1655 The Alameda
San Jose, CA 95126**

1-13-03

- Individual(s)
- General Partnership
- Corporation-State California
- Other

- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: effective December 30, 2002

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

Name: NQL Technologies, Inc., an Oregon corporation

Internal Address: _____

Street Address: 815 N.W. 13th, Suite D

City: Portland State: OR ZIP: 97209

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State California

Other _____

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)

76/258387 76/144126 76/142359

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 Carberry, Legal Assistant

Internal Address: _____

Street Address: Manatt, Phelps & Phillips, LLP

1001 Page Mill Road, Bldg. 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
JAN 13 AM 7:36
FINANCE SECTION

01/17/2003 DBYRNE 00000010 501847 76258387

DO NOT USE THIS SPACE

01 FC:8521 40.00 CH
02 FC:8522 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.

Francis X. Ferrer, Esq.

Name of Person Signing

Signature

January 13, 2003

Date

13

Total number of pages including cover sheet, attachments, and

NOTICE OF TRADEMARK ASSIGNMENT

NOTICE is hereby given that pursuant to a Bill of Sale attached hereto as Exhibit A, effective as of December 30, 2002, **BFI Business Finance**, a California corporation, which has an address at 1655 The Alameda, San Jose, CA 95126, has transferred to NQL Technologies, Inc., an Oregon corporation, which has an address at 815 NW 13th, Suite D, Portland, OR 97209, all of its right title and interest in and to those trademarks attached as Exhibit D to the Bill of Sale, which trademarks were formerly reflected in the United States Patent and Trademark office as being owned by e-botz.com, inc., a Delaware corporation, which formerly had its business address at 400 E. 13th Street, Vancouver, WA 98660.

BFI Business Finance,

a California corporation

By: *Janet R. Kalworts*
Name: *Janet R. Kalworts*
Title: *General Counsel*
Dated: *1/3/02*

[this document requires Notary Acknowledgement]

Exhibit "A"

BILL OF SALE

As of December 31, 2002, for good and valuable consideration, including the promise to pay the sum of Five Hundred Fifty Seven Thousand and 00/100 Dollars (\$557,000.00) on terms and conditions set forth in a Secured Promissory Note of even date herewith (the "Note") to be executed in connection herewith, and intending to be legally bound hereby, and pursuant to the terms and conditions of that certain Term Sheet dated December 10, 2002, an executed copy of which is attached hereto as **Exhibit "A"**, and the terms of which are incorporated herein by this reference, **BFI Business Finance**, a California corporation ("Seller") does hereby grant, sell, convey, assign and transfer to **NQL Technologies, Inc.**, an Oregon corporation, its successors and assigns ("Buyer"):

All right, title and interest of Seller in and to those certain assets (collectively, the "Sold Assets") formerly owned by e-botz.com, Inc. ("e-botz"), including without limitation, any interest that may have been obtained by Seller in (a) the intellectual property of the NQL and ContentAnywhere Products software programs (collectively, the "NQL Products"); (b) any right to market the NQL Products in their current form, rename or change any product into any future form or revision thereof; (c) any right to any trade names of the NQL Products and rights for future businesses under the trade names of same, including logos, website and domain names, intellectual property addresses, phone numbers and listings, customer lists, records and NQL business plans; and (d) any accounts receivable, equipment, general intangibles and inventory formerly owned by e-botz, including without limitation, those tangible items listed in **Exhibit B** hereto and those patents and trademarks listed on **Exhibits C and D** hereto.)

THE SOLD ASSETS ARE SOLD AS IS, WHERE IS AND IF IS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER (INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PARTICULAR PURPOSE), WITH ALL FAULTS AND DEFECTS AND IN SUCH CONDITION, EXISTENCE AND STATE OF REPAIR AS SHALL EXIST ON THE EFFECTIVE DATE .

Buyer acknowledges that it has had an opportunity to inspect the Sold Assets and/or has inspected the Sold Assets and is prepared to accept the Sold Assets on the terms set forth in this Bill of Sale, without relying on any representation, warranty, or opinion of Seller.

This Bill of Sale will only become effective upon the execution (a) by Buyer and the delivery to Seller of the Note, together with a Security Agreement (All Assets) dated December 31, 2002 (the "Security Agreement") and Collateral Assignment, Patent Mortgage and Security Agreement dated December 31, 2002 (the "Collateral Assignment, Patent Mortgage and Security Agreement" securing the Note, which Note shall be executed by Centerlogic, Inc. ("Centerlogic") to reflect Centerlogic's acknowledgment of and agreement to the terms of the Note as they relate to Centerlogic; and (b) by Centerlogic and delivery to Seller of the Cross-Collateralization Agreement

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and (b) by Centerlogic and delivery to Seller of the Cross-Collateralization Agreement dated December 31, 2002 and such other and further documents as Seller may require in connection with the financing of the purchase price.

Buyer and Seller will execute such documents and take such other actions as may be reasonably necessary to effectuate the terms hereof.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first set forth above.

BFI Business Finance

By: _____

David Drogos
David Drogos

Its: President

Accepted:

NQL Technologies, Inc.

By: _____

Matt Van Dyke
Matt Van Dyke

Its: President

EXHIBIT A**TERM SHEET FOR PURCHASE OF
Intellectual Property and related Assets**

This Term Sheet is made and entered into effective the 10th day of December 2002, by and between NQL Technologies Inc. ("Buyer") and BFI Business Finance ("Seller"). Note—this is a Term Sheet to specify the agreement under which Seller will transfer the interests in the assets of e-botz.com, inc. ("e-botz") that have been obtained through exercising Seller's rights as a secured creditor upon default by e-botz of its obligations to Seller. Seller is owed approximately \$77,000 by e-botz as of the date hereof, which amount may change somewhat prior to the closing of the transaction contemplated herein (as such amount may change, the "BFI/e-botz Loan Balance".)

The parties to this Agreement, in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

1.0 Scope of this Term Sheet:

1.1 It is the intent of the parties that Buyer shall acquire the assets (the "Assets") of e-botz which the parties believe consist of the following:

a) Any interest obtained by Seller in the intellectual property of the NQL and ContentAnywhere (the "NQL Products") software program that is further revised to released Revision 3.0 and future updates and revisions. Subject to the foregoing sentence, Buyer shall have any right to revise the current version of any of the NQL Products in any manner as Buyer may see fit, and to author and market this software under any current copyrights, names, and logos, or any other copyright, name or logo as the Buyer may desire in the future.

b) Any right obtained by Seller to market this same software in its current form, rename, or change product into or any future form or revision thereof is herein transferred and granted to Buyer.

c) Any right that Seller may have obtained in any trade names of the NQL Products to be owned by investors, and rights for future business under the trade name of same, including, logos web site and domain names, IP addresses, phone numbers and listings, customer lists, records and NQL business plans shall be also transferred to Buyer.

d) Any right that Seller has in all intellectual property, patents, and equipment that currently exist within the control of e-botz or others and any other such assets those in which Seller has any security interest whatsoever. Subject to the foregoing sentence, this list of properties and equipment is enclosed as Attachment 1 (Intellectual Property Assets) as well as Accounts Receivable (approximately \$55,000 as of the Closing Date as reflected in an accounts receivable aging report for e-botz) and any rights that Seller may have obtained in any assets not listed which are related to the sale and support of all acquired systems and technologies.

e) In connection with subsections a through d above, Seller does not warrant title to the Assets but instead has provided copies to Buyer of such documents as Seller has knowledge of that relates to the transfer of the Assets from NQL, Inc. to Whiteshark, LLC ("Whiteshark") and from Whiteshark to e-botz. It is Seller's intention to sell the Assets to Buyer in accordance with its foreclosure rights as a secured creditor having what it believes is a first priority perfected security in the collateral that is comprised of the Assets.

f) It is the intent of Seller to transfer only the Assets to Buyer and Buyer shall not assume any obligations of e-botz except as specifically set forth herein.

g) Buyer has inspected or had the opportunity to inspect the Assets and Seller makes no representations or warranty as to the condition of the Assets. Instead, the Assets are sold as is



EXHIBIT A

and where is. Seller will make arrangements for Buyer to secure access to the Assets in the current location for their safe removal by Buyer.

1.2 Buyer will pay a total sales price of \$578,000.00 (the "Sales Price") as follows:

- 1.2.1 On the closing date (the "Closing Date"), the execution by Buyer of a promissory note in the amount of the Sales Price (the "Note") The Note shall be secured by all of the assets of Buyer. Upon payment in full of the BFI/e-botz Loan Balance, assuming the Subordinated Secured Creditors have executed a subordination agreement satisfactory to Seller providing that any security interest of Subordinated Secured Creditors shall be junior to that of Seller with respect to the Buyer Line of Credit, Seller shall assign to the Subordinated Secured Creditors of e-botz, without recourse or warranty all of its interest under the Note and the Security Agreement and other documents securing the Note. If the Senior Subordinated Creditors shall not have signed a subordination agreement satisfactory to Seller, Seller shall continue to accept payments under the Note and then remit them to the Subordinated Secured Creditors in lieu of assigning Seller's interest in the Note and security documents to Subordinated Secured Creditors.
- 1.2.2 On the Closing Date, the payment to Seller of eighty percent of the eligible accounts receivable under the Buyer Line of Credit, which shall not be less than \$20,000 to Seller, to be applied to reduce the balance of the Note on the terms set forth in the Note
- 1.2.3 Within 60 days of the Closing Date, the payment of \$30,000 to Seller, to be applied to reduce the outstanding remaining balance of the BFI/e-botz Loan (the "Remaining Balance") on the terms set forth therein on the terms set forth in the Note.
- 1.2.4 Within 120 days of the Closing Date, the then outstanding Remaining Balance of the BFI/e-botz Loan, including all principal, interest, attorneys' fees and legal costs shall be paid in full to Seller.
- 1.2.5 Between the date of closing (the "Closing Date") and 120 days from the Closing Date, all proceeds received from accounts receivable being sold to Buyer under the terms hereof that are currently deemed ineligible as of the Closing Date shall be applied to reduce the Remaining Balance of the BFI/e-botz Loan. The interest rate payable on the Remaining Balance of the BFI/e-botz Loan shall be at 2% per month. Interest shall be payable on a monthly basis. In the event Buyer fails to pay any of the amounts required under the Note by the dates on which such payments are due, Seller shall have the right (but not the obligation) to charge such amount to Centerlogic's separate line of credit with Seller after 30 days from such due date, during which 30-day period Seller shall use its best efforts to collect the past due amount from the accounts receivable of Buyer. If Seller is still owed any sums under the Note and/or the Buyer Line of Credit, in the event that Centerlogic's line of credit is terminated due to Centerlogic being acquired, liquidated, re-financed or other circumstances, any obligations owing to Seller under the Note and the Buyer Line of Credit shall be due, owing and payable in full. The foregoing two sentences shall not apply to any obligation to be paid to the Subordinated Secured Creditors.
- 1.2.6 The Note shall provide that at such time as the Remaining Balance of the BFI/e-botz Loan has been paid in full and the Note assigned to the Subordinated Secured Creditors, interest shall accrue on the Note at a rate of 10% per annum,



EXHIBIT A

which shall be paid commencing April 1, 2003. All terms shall be subject to documentation satisfactory to Seller.

- 1.2.7 The Note shall provide that a percentage of the product revenue of Buyer shall be paid to the payee under the Note as outlined in the below table, with such payments to commence on April 1, 2003. The amount of this payout will not be greater than \$500,000 and not longer than five years from the date of this Term

Product Revenue	% Of Payout
0-\$50,000	10% of Product Revenue
\$50,000 - \$100,000	15% of Product Revenue
\$100,000 and above	25% of Product Revenue

Sheet.

- 1.3 Seller also agrees to loan Buyer up to \$100,000 against 85% of eligible receivables at 2% interest per month (the "Buyer Line of Credit"), so long as Centerlogic, Inc. cross-collateralizes the Buyer Line of Credit with its accounts receivable pursuant to a loan agreement satisfactory to Seller. The term of the Buyer Line of Credit shall be 6 months, renewable thereafter at Seller's option.
- 1.4 This transaction is subject to the execution of definitive documents consistent with the terms hereof. Seller shall cause to be generated the Bill of Sale, the Note, the Security Agreement, the Collateral Assignment, Patent Mortgage and Security Agreement and the UCC-1 Financing Statement and other documents necessary to complete this purchase and sale transaction (the "Purchase Documents") in form mutually satisfactory to Seller and Buyer. Buyer and the Subordinated Secured Creditors shall be responsible for their own fees and costs relating thereto. Seller's fees and cost relating hereto shall be included in the balance of the Note
- 1.5 Buyer shall use its best efforts to negotiate a contract with Rodney Ridl and his associated company ("Ridl") to compensate Ridl for any sales generated by Ridl.
- 1.6 All confidential information disclosed heretofore or hereafter by either party to the other shall not be used by such other party otherwise than for consummating the transactions contemplated by this letter of intent and shall be kept confidential by the other and disclosed only on a "need to know" basis to the other's officers, directors, shareholders, employees, advisers, counsel and accountants. Such obligation as to confidentiality and nonuse shall survive the termination of this Term Sheet. In the event of such termination, each party shall return upon request from the other all documents (and reproductions thereof) received from the other that include information not within the public domain. This Section 1.6 shall survive termination of this Term Sheet or the contemplated transactions herein.
- 1.7 At such time as Buyer has executed the Term Sheet, Buyer shall be entitled to take possession of the Assets, and Buyer's obligation to commence making the payments under the Note shall only commence upon taking possession of substantially all of the Assets. Notwithstanding the foregoing, Buyer shall undertake as its own responsibility any issue with respect to any claim of Lucent Technology against any computer equipment. If for any reason the Purchase Documents have not been signed by Buyer and delivered to Seller and the initial payment under the Note made to Seller within 10 business days of the execution hereof, at

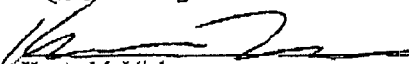


EXHIBIT A

BFI's option, BFI may terminate the transaction and Buyer will return possession of all Assets to BFI.

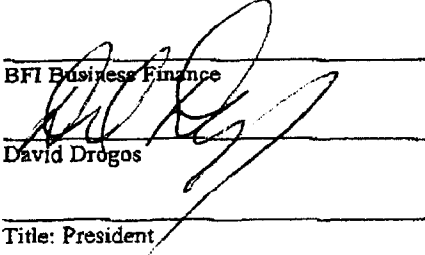
IN WITNESS WHEREOF, the parties have executed this Term Sheet on the day and year first above written.

NQL Technologies Inc.


Kevin McVicker

Title: CEO

BFI Business Finance


David Drogos

Title: President



EXHIBIT A

Attachment One
e-Botz Inventory
(10/30/02)

Item #	Quantity	Item	Description
1	1	Server	VANDC1 - Compaq Proliant (stolen)
2	1	Server	VANMAIL - Compaq Proliant (stolen)
3	1	Server	VANWEB1 - Generic PC
4	1	Server	VANWEB2 - HP PC
5	1	Server	VANWEB3 - Generic PC
6	1	Server	VANDC2 - HP PC
7	1	Server	WORKHORSE I - Alpha Micro PC
8	1	Server	WORKHORSE II - Alpha Micro PC
9	1	Server	DEV - HP NetServer
10	1	Server	NQL BACKUP - Alpha Micro PC
11	1	Server	JAVA - Alpha Micro PC
12	1	Server	SUN (still in the box)
13	1	Monitor	SUN (still in the box)
14	2	Hub/Router	NetGear RT311
15	1	Hub/Router	NetGear RT318
16	1	Hub/Router	3Com SuperStack II
17	1	Hub/Router	Belkin OmniCube
18	1	Tape Bkup	Quantum DLT 7000
19	2	PC	Dell w/ monitor, keyboard, mouse
20	1	Printer	HP 4050TN
21	1	Printer	Konica Color Printer
22	1	Phone sys	Speaker Phone System
23	2	Monitors	Computer Monitors
24	1	Fax	Fax machine
25	13	Box	Software
26	5	Box	Office Supplies
27	11	Box	NQL Supplies (brochures, binders, disks...)
28	12	Box	Records - Office, Legal, Bookkeeping...
29	4	Box	Electronic components
30	1	Box	Back-up tapes
31	1	Equipment	Paper cutter
32	1	Equipment	Scanner (no cables)
33	1	Equipment	Paper shredder
34	1	Equipment	Tripod



EXHIBIT B

SOLD ASSETS

The Sold Assets shall also include the following tangible property to the extent Seller had taken possession of same:

Item #	Quantity	Item	Description
1	1	Server	VANDC1 - Compaq Proliant
2	1	Server	VANMAIL - Compaq Proliant
3	1	Server	VANWEB1 - Generic PC
4	1	Server	VANWEB2 - HP PC
5	1	Server	VANWEB3 - Generic PC
6	1	Server	VANDC2 - HP PC
7	1	Server	WORKHORSE I - Alpha Micro PC
8	1	Server	WORKHORSE II - Alpha Micro PC
9	1	Server	DEV - HP NetServer
10	1	Server	NQL BACKUP - Alpha Micro PC
11	1	Server	JAVA - Alpha Micro PC
12	1	Server	SUN (still in the box)
13	1	Monitor	SUN (still in the box)
14	2	Hub/Router	NetGear RT311
15	1	Hub/Router	NetGear RT318
16	1	Hub/Router	3Com SuperStack II
17	1	Hub/Router	Belkin OmniCube
18	1	Tape Bkup	Quantum DLT 7000
19	2	PC	Dell w/ monitor, keyboard, mouse
20	1	Printer	HP 4050TN
21	1	Printer	Konica Color Printer
22	1	Phone sys	Speaker Phone System
23	2	Monitors	Computer Monitors
24	1	Fax	Fax machine
25	13	Box	Software
26	5	Box	Office Supplies
27	11	Box	NQL Supplies (brochures, binders, disks...)
28	12	Box	Records - Office, Legal, Bookkeeping...
29	4	Box	Electronic components
30	1	Box	Back-up tapes
31	1	Equipment	Paper cutter
32	1	Equipment	Scanner (no cables)
33	1	Equipment	Paper shredder
34	1	Equipment	Tripod



PENDING FOREIGN APPLICATIONS

SCRIPTING LANGUAGE FOR NETWORK FUNCTIONS

March 15, 2000
March 15, 1999

PCT/US00/07059
60/124,699

EXHIBIT B

SOLD ASSETS

The Sold Assets shall also include the following tangible property to the extent Seller had taken possession of same:

Item #	Quantity	Item	Description
1	1	Server	VANDC1 – Compaq Proliant
2	1	Server	VANMAIL – Compaq Proliant
3	1	Server	VANWEB1 – Generic PC
4	1	Server	VANWEB2 – HP PC
5	1	Server	VANWEB3 - Generic PC
6	1	Server	VANDC2 – HP PC
7	1	Server	WORKHORSE I – Alpha Micro PC
8	1	Server	WORKHORSE II – Alpha Micro PC
9	1	Server	DEV – HP NetServer
10	1	Server	NQL BACKUP – Alpha Micro PC
11	1	Server	JAVA – Alpha Micro PC
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16	1	Hub/Router	3Com SuperStack II
17	1	Hub/Router	Belkin OmniCube
18	1	Tape Bkup	Quantum DLT 7000
19	2	PC	Dell w/ monitor, keyboard, mouse
20	1	Printer	HP 4050TN
21	1	Printer	Konica Color Printer
22	1	Phone sys	Speaker Phone System
23	2	Monitors	Computer Monitors
24	1	Fax	Fax machine
25	13	Box	Software
26	5	Box	Office Supplies
27	11	Box	NQL Supplies (brochures, binders, disks...)
28	12	Box	Records - Office, Legal, Bookkeeping...
29	4	Box	Electronic components
30	1	Box	Back-up tapes
31	1	Equipment	Paper cutter
32	1	Equipment	Scanner (no cables)
33	1	Equipment	Paper shredder
34	1	Equipment	Tripod



EXHIBIT C

Patents

<u>Patent Name</u>	<u>Date</u>	<u>Registration Number</u>
METHOD AND APPARATUS FOR DATA COMMUNICATION	July 25, 2000	6,094,684
U.S. PROVISIONAL APPLICATIONS		
OBJECT RECOGNITION ENGINE	September 1, 1998 August 31, 1999	09/387,412
METHOD FOR FACILITATING QUERIES OVER A COMPUTER NETWORK	March 15, 1999 March 15, 2000 March 15, 2000	09/525,574 PCT/US00/07059
SCRIPTING TOOLS FOR NETWORK FUNCTIONS	April 1, 1999 March, 15, 2000	09/525/574
SCRIPTING TOOLS FOR NETWORK FUNCTIONS	April 13, 1999 March 15, 2000	09/525,574
NETWORK QUERY LANGUAGE	March 14, 2000 March 15, 2000	09/525,574
U.S. PENDING APPLICATIONS		
OBJECT RECOGNITION ENGINE	August 31, 1999 August 31, 1999	60/098,765
SCRIPTING LANGUAGE FOR NETWORK FUNCTIONS	March 15, 2000 March 15, 1999 April 1, 1999 April 13, 1998 March 14, 2000	60/124,699 60/127,363 60/129,138 60/189,094
NETWORK CRAWLING WITH LATERAL LINK HANDLING	May 30,2001 May 31, 2000	60/208,954
PENDING FOREIGN APPLICATIONS		
SCRIPTING LANGUAGE FOR NETWORK FUNCTIONS	March 15, 2000 March 15, 1999	PCT/US00/07059 60/124,699



EXHIBIT D

Trademarks

Trademark _____ Registration Number/Serial Number _____

United States Trademarks

NQL (stylized)	Serial #76/258,387
NQL (word mark)	Registration #2,383,926
IQ	Serial #76/144,126
NQL Content Anywhere	Serial #76/142,359
Network Query Language	Registration #2,480,986
Stockvue	Registration #2,158,893
Object Recognition Engine	Registration #2,420,195

Foreign Trademarks

NQL Content Anywhere	European Community Serial #218303
NQL Content Anywhere	Canada Application #109,898,500



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

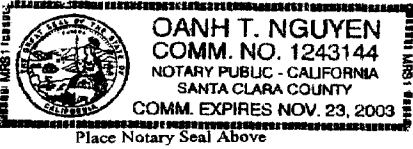
County of Santa Clara }ss.

On January 31st, 2003 before me, Danh T. Nguyen
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Jamet R. Walworth
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Danh T. Nguyen
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer – Title(s): _____
- Partner - Limited General
- Attorney in Fact
- Trustee
- Guardian or conservator
- Other: _____

Signer is Representing: _____

