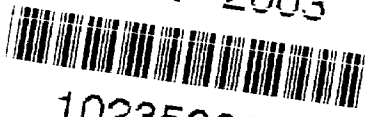


02-07-2003



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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):  
eKit.com, Inc.

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

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

2. Name and address of receiving party(ies)  
Name: Allen & Buckeridge Asset Management Ltd.,  
Internal \_\_\_\_\_ as agent  
Address: \_\_\_\_\_

Street Address: 18 Bulletin Place  
City: Sydney State: \_\_\_\_\_ Zip: Australia

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

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: 12/17/02

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 \_\_\_\_\_

B. Trademark Registration No.(s) 2643541  
 \_\_\_\_\_

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Pillsbury Winthrop LLP  
 Internal Address: Attn: Christine Morgan  
 \_\_\_\_\_  
 \_\_\_\_\_

Street Address: One Battery Park Plaza  
 \_\_\_\_\_

City: NY State: NY Zip: 10004

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

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
50-2369

DO NOT USE THIS SPACE

9. Signature.  
Christine Morgan      Christine Morgan      Feb 4, 2003  
 Name of Person Signing      Signature      Date

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

013648-0000008  
EU 799368424  
cc: Angelique A. Mentis, Esq.

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

EU 799368424 US

TRADEMARK  
REEL: 002666 FRAME: 0760

OFFICE OF PATENT RECORDS  
FINANCE SECTION  
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502369  
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02/07/2003  
LHUELLER  
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"Event of Default" has the meaning set forth in the Notes

"GAAP" means generally accepted accounting principles as in effect from time to time in the United States of America, applied on a consistent basis over the time period in question as to classification of items and amounts

"Governmental Authority" means any court or government, any state or other political subdivision thereof, any central bank (or similar monetary or regulatory authority) thereof, any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government, and any commission or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"Investors" means collectively the investors identified in the Purchase Agreement. All actions required or permitted to be taken under this Agreement shall be taken with the written consent of the Investors holding not less than 50.1% of the shares of Series A-1 Preferred Stock, calculated as if all principal and accrued interest under the Notes have been converted into shares of Series A-1 Preferred Stock.

"Lien" means, with respect to any asset: (a) any mortgage, lien, charge, security interest, or encumbrance of any kind in respect of such asset (or any agreement to give any of the foregoing, whether or not contingent on the occurrence of any future event), or (b) any undertaking (whether or not contingent) by a Person to grant any mortgage, lien, pledge, charge, security interest, or encumbrance to another Person on such asset.

"Permitted Liens" means the following: (a) any Liens existing on the date hereof and disclosed in Schedule of Disclosure to the Purchase Agreement, (b) any Liens in favor of the Investors, including those Liens arising under this Agreement, (c) Liens for taxes, fees, assessments or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings, provided the same have no priority over any of the Investors' security interests, (d) Liens (i) upon or to any equipment acquired or held by Company to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition of such equipment, or (ii) existing on such equipment at the time of its acquisition, provided that the Lien is confined solely to the property so acquired and improvements thereon, and the proceeds of such equipment, (e) Liens incurred in connection with the extension, renewal or refinancing of the indebtedness secured by Liens of the type described in clauses (a) through (c) above, provided that any extension, renewal or replacement Lien shall be limited to the property encumbered by the existing Lien and the principal amount of the indebtedness being extended, renewed or refinanced does not increase.

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"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or governmental authority.

"Pledged Securities" has the meaning set forth in Section 2.4 hereof

"Secured Obligations" means (a) all obligations of Company under the Purchase Agreement and the Notes, whether for payment of principal, interest (including without limitation, interest accruing after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of Company), fees, brokerage costs, indemnities, expenses or otherwise, (b) all obligations of Company under this Agreement, (c) all of Company's other present and future obligations to the Investors, (d) the repayment of (i) any amounts that the Investors may advance or spend for the maintenance or preservation of the Collateral, and (ii) any other expenditures that the Investors may make under the provisions of this Agreement or for the benefit of Company, (e) all amounts owed under any modifications, renewals or extensions of any of the foregoing obligations, and (f) all other amounts now or in the future owed by Company to the Investors

"Security Interests" means the security interests granted pursuant to Section 2.1, as well as all other security interests created or assigned by Company in favor of the Investors as additional security for the Secured Obligations.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York, or as appropriate when the context implies or requires the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction, as the same may be amended from time to time.

1.2 Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with GAAP and all calculations made hereunder shall be made in accordance with GAAP. When used herein, the term "financial statements" shall include the notes and schedules thereto.

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**ARTICLE II  
GRANT OF SECURITY INTERESTS**

2.1 *Grant* In order to secure the payment, performance and observance of the Secured Obligations in accordance with the terms thereof, Company hereby grants to the Investors, for the benefit of the Investors, a first priority continuing security interest in, and a right of set off against, as applicable, all right, title and interest of Company in all property of Company, whether now owned or existing or hereafter acquired or arising and regardless of where located including, without limitation, the Collateral. The Company assigns, transfers and delivers to the Investors the Pledged Securities, together with the certificates evidencing the same, which certificates have been duly endorsed in blank and accompanied by stock, membership and other equity interest powers duly executed in blank, to secure prompt payment and performance in full when due, whether at stated maturity, by acceleration or otherwise of all Secured Obligations.

2.2 *Authority to File Financing Statements* The Company hereby irrevocably authorizes the Investors at any time and from time to time to file in any filing office in any jurisdiction which has adopted the Uniform Commercial Code, any usual financing statements and amendments thereto that identify the Collateral as (a) all assets of Company or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC, or as being of an equal or lesser scope or with greater detail; and (b) provide any other information required by Part 5 of Article 9 of the UCC, for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether Company is an organization, the type of organization and any organizational identification number issued to Company, and (ii) in the case of a financing statement filed as a fixture filing or specifying Collateral as "as-extracted collateral" or similar to be cut, a sufficient description of real property to which the Collateral relates. Company agrees to furnish any such information to the Investors promptly upon the Investors' request.

2.3 *The Investors' Obligations and Duties* Anything herein to the contrary notwithstanding, Company shall remain obligated and liable under each contract or agreement comprised in the Collateral to be observed or performed by Company hereunder to the same extent as if this Agreement had not been executed. The Investors shall not have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by the Investors of any payment relating to any of the Collateral, nor shall the Investors be obligated in any manner to perform any of the obligations of Company under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by the Investors in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amount which may have been assigned to the

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Investors or to which the Investors may be entitled at any time or times. The exercise of any rights of the Investors hereunder shall not release Company from any of its duties or obligations under the contracts and agreements included in the Collateral. The Investors' sole duty with respect to the custody, safe keeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with such Collateral in the same manner as the Investors deals with similar property for its own account.

2.4 *Stock Pledge* The Company hereby pledges, assigns, and grants to the Investors a security interest in, all of its right, title and interest, whether now owned or hereafter acquired, in and to any shares of its wholly owned or majority-owned subsidiaries (the "Pledged Securities"; all such subsidiaries collectively referred to herein as "Subsidiaries"), and the certificates representing the Pledged Securities, and all now existing or hereafter arising rights of the holder of such Pledged Securities (collectively the "Pledged Interests"), including without limitation all voting rights and rights to dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Securities. The Pledged Securities in the aggregate constitute all of the issued and outstanding shares, membership interests and other equity interests of the Company thereof, and have been duly and validly issued and are fully paid and nonassessable. There are no outstanding options, warrants or other agreements with respect to the Pledged Securities. The Pledged Securities are not restricted by any legend restricting transfer, stop order or stop transfer restrictions.

2.5 *Discharge Liens* In order to protect or perfect any security interest which the Investors is granted hereunder, the Investors may, upon an Event of Default, in its sole discretion, discharge any lien or encumbrance or bond the same, pay any insurance, maintain guards, warehousemen, or any bonded to protect the Collateral, pay any service bureau or obtain any records, and all costs for the same shall be added to the Secured Obligations and shall be payable on demand.

2.6 *Acknowledgement of Agent* The parties hereto hereby acknowledge and confirm the appointment of Agent as agent for the Investors, and confirm the authority of Agent to undertake any actions, execute and deliver any and all documents and instruments, required or permitted under this Agreement, the Purchase Agreement and the Notes, to the fullest extent permitted under the Purchase Agreement and the scope of agency granted therein.

**ARTICLE III**

**NO LIENS OTHER THAN PERMITTED LIENS**

3.1 *Absence of Liens* Except for the security interest granted to the Investors, the Company hereby represents and warrants and covenants that the Company is and as to the Collateral acquired from time to time after the date hereof,

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**IN WITNESS WHEREOF**, the parties hereto have caused this Security and Stock Pledge Agreement to be duly executed and delivered by their respective duly authorized officers as of the day and year first above written.

**eKit.com, Inc.**

Espeth Hunter

By: Espeth Hunter

Its: CFO

**INVESTOR:**

By:

Its:

**IN WITNESS WHEREOF**, the parties hereto have caused this Security and Stock Pledge Agreement to be duly executed and delivered by their respective duly authorized officers as of the day and year first above written.

**eKit.com, Inc.**

By:

Its:

**INVESTOR:**

Colangie Nominees Pty Ltd

By: Colin Carter

Its: Director

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**IN WITNESS WHEREOF**, the parties hereto have caused this Security and Stock Pledge Agreement to be duly executed and delivered by their respective duly authorized officers as of the day and year first above written.

eKit.com, Inc.

\_\_\_\_\_

By:

Its:

**INVESTOR:**

Frank A. Forten 1999 Trust

By: 

Its:

**IN WITNESS WHEREOF**, the parties hereto have caused this Security and Stock Pledge Agreement to be duly executed and delivered by their respective duly authorized officers as of the day and year first above written.

eKit.com, Inc.

\_\_\_\_\_  
By:

Its:

INVESTOR:

*e Brunswick*

\_\_\_\_\_  
By:

Its:



IN WITNESS WHEREOF, the parties hereto have caused this Security and Stock Pledge Agreement to be duly executed and delivered by their respective duly authorized officers as of the day and year first above written.

eKit.com, Inc.

\_\_\_\_\_  
By:

Its:

INVESTOR:



\_\_\_\_\_  
By:

PETER LETENHAL

Its:

IN WITNESS WHEREOF, the parties hereto have caused this Security and  
Stock Pledge Agreement to be duly executed and delivered by their respective duly  
authorized officers as of the day and year first above written.

eKit.com, Inc.

\_\_\_\_\_  
By:

Its:

INVESTOR:

Nick Palmer

By:

[Signature]

Its:

**IN WITNESS WHEREOF**, the parties hereto have caused this Security and Stock Pledge Agreement to be duly executed and delivered by their respective duly authorized officers as of the day and year first above written.

eKit.com, Inc.

\_\_\_\_\_

By:

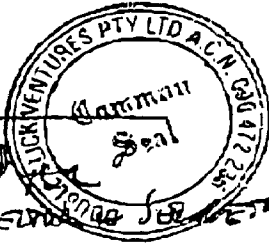
Its:

INVESTOR:

By:

Its:

*[Handwritten signature]*  
*[Handwritten signature]*  
*SOLE DIRECTOR SECRETARY*



IN WITNESS WHEREOF, the parties hereto have caused this Security and Stock Pledge Agreement to be duly executed and delivered by their respective duly authorized officers as of the day and year first above written.

eKit.com, Inc.

\_\_\_\_\_  
By:

Its:

INVESTOR:

NEIL BROWN

By: 

Its: MANAGER, THE BOSTON CONSULTING GROUP

11. DEC. 2002 15:14

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NO. 5833 P. 4

**IN WITNESS WHEREOF**, the parties hereto have caused this Security and Stock Pledge Agreement to be duly executed and delivered by their respective duly authorized officers as of the day and year first above written.

**eKit.com, Inc.**

\_\_\_\_\_

By:

Its:

**INVESTOR:**

\_\_\_\_\_  
*[Handwritten Signature]*

By:

Its:

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16/12/2002 09:12 #498 P.095

61396827000

From:EKIT.COM PTY LTD

IN WITNESS WHEREOF, the parties hereto have caused this Security and Stock Pledge Agreement to be duly executed and delivered by their respective duly authorized officers as of the day and year first above written.

eKit.com, Inc.

\_\_\_\_\_

By:

Its:

INVESTOR:

*Dionnie Fatour*

By: DIONNIE FATOUR

Its:

**IN WITNESS WHEREOF**, the parties hereto have caused this Security and Stock Pledge Agreement to be duly executed and delivered by their respective duly authorized officers as of the day and year first above written.

**eKit.com, Inc.**

\_\_\_\_\_  
By:

Its:

INVESTOR: *A+B VENTURE FUND COMPANY PTY LIMITED AS TRUSTEE  
FOR ALLEN & BUCKERIDGE I*

\_\_\_\_\_  
By:

Its:

*AUTHORISED SIGNATORY*

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16/12/2002 09:11 #498 P.015

61396827000

From:EKIT.COM PTY LTD

IN WITNESS WHEREOF, the parties hereto have caused this Security and Stock Pledge Agreement to be duly executed and delivered by their respective duly authorized officers as of the day and year first above written.

eKit.com, Inc.


By:

Its:

INVESTOR: ALLEN & BUCKERIDGE ASSET MANAGEMENT LTD  
AS TRUSTEE FOR ALLEN & BUCKERIDGE III

By:

Its:

  
ROGER G BUCKRIDGE  
DIRECTOR



eKlecon, Inc.

SERIES A-1 PREFERRED CONVERTIBLE NOTE PURCHASE AGREEMENT

— 200 —

2001/004 2

1207/004 6

SCHEDULE OF EXHIBITS

<u>Exhibit Designation</u>	<u>Description</u>
Exhibit A	Schedule of Note Investors
Exhibit B	Schedule of Disclosure
Exhibit C	Amended and Restated Certificate of Incorporation
Exhibit D	Form of Series A-1 Preferred Convertible Note
Exhibit E	Form of Amended Rights Agreement
Exhibit F	Form of Security and Stock Pledge Agreements
Exhibit G	Form of Amended Voting Agreement
Exhibit H	Form of Co-Sale Agreement
Exhibit I	Financial Statements
Exhibit J	Business Plan
Exhibit K	Form of Assignment of Inventories And Proprietary Rights Agreement
Exhibit L	Form of Amended and Restated Bylaws

exir.com, Inc.

**SERIES A-1 PREFERRED CONVERTIBLE NOTE PURCHASE AGREEMENT**

This exir.com, Inc. SERIES A-1 PREFERRED CONVERTIBLE NOTE PURCHASE AGREEMENT (the "Agreement") is made and entered into as of \_\_\_\_\_, 200\_\_\_\_, by and among exir.com, Inc., a Delaware corporation (the "Company"), and each of the note investors listed on Exhibit A attached hereto (the "Investors"). Collectively, the Company and the Investors are referred to as the "parties."

WHEREAS, the Company desires to sell up to US\$2,000,000 principal amount of its Series A-1 Preferred Convertible Notes (the "Notes") to the Investors on the terms and conditions set forth herein;

WHEREAS, in connection with the proposed sale of the Notes and as a condition precedent thereto, the Company and its current stockholders are required, among other things, to approve and adopt an Amended and Restated Certificate of Incorporation (the "Amended Certificate") to provide for, among other things, the conversion of all existing shares of Series A-1 Preferred Stock, Series B Preferred Stock and Series C Preferred Stock into shares of Common Stock of the Company (the "Common Stock"), and the establishment of 874,023,183 shares of Series A-1 Preferred Stock; and

WHEREAS, the Investors desire to purchase the Notes from the Company, with each Investor desiring to purchase the Note for that principal amount set forth opposite such Investor's name on Exhibit A attached hereto.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**1.0 Basic Terms of Purchase and Sale.**

1.1 Purchase and Sale of Notes. Subject to the terms and conditions of this Agreement, at the Closing, each of the Investors respectively agrees to purchase from the Company one or more Series A-1 Convertible Preferred Notes (the "Notes") in the aggregate principal amount set forth opposite such Investor's name on Exhibit A. The Company shall sell and issue to each respective Investor one or more Notes in the aggregate principal amount set forth opposite such Investor's name on Exhibit A. The Company's agreements with each of the Investors are separate agreements, and the sale of Notes to each of the Investors is a separate sale. The obligations of each Investor listed on Schedule A hereto are several and not joint, and no Investor shall be liable for the performance or non-performance of any other Investor hereunder.

1.2 Closing. The closing with respect to the purchase and sale of the Notes hereunder (the "Closing") shall be held at the offices of the Company counsel Mankat, Phillips & Phillips, LLP at 1001 Page Mill Road, Palo Alto, California 94304 on or about December 6, 2002 at 10:00 a.m. local time, or at such other time and place as the Company and each of the Investors may mutually agree.

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6.3 Stay, Extension and Usury Laws. The Company covenants and agrees (to the extent that it may lawfully do so) that it will not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter, in force, which may affect the operations or the performance of its obligations under this Agreement or the Notes, and the Company (to the extent it may lawfully do so) hereby expressly waives all benefit or advantage of any such law and covenants that it will not, by reason to any such law, hinder, delay or impede the exercise of any power hereby granted to the investors, but will suffer and permit the execution of every such power as though no such law has been enacted.

6.4 Assignment of Warrants. To the extent necessary, the Company shall amend all existing warrants for Series B Preferred Stock or Series C Preferred Stock to be exercisable solely for shares of Common Stock.

6.5 Certificate of Designation. Subject to the consent of the stockholders in accordance with the Amended Voting Agreement, the Company shall adopt and file the certificate of designation specified in the Amended Voting Agreement immediately after obtaining the consent of the stockholders.

7.0 Agency Provisions.

7.01 Authorization and Action. Each Investor hereby irrevocably appoints and authorizes "Agent" to take such action as agent (together with its successors and assigns, the "Agents") to take such action as agent on its behalf and to exercise such powers under this Agreement, the Notes and the Security Agreements as are delegated to Agent under such agreements or as are approved by not less than 50.1% of the Series A-1 Preferred Stock issued or issuable hereunder (calculated as if all aggregate principal and accrued interest amount of the Notes outstanding from time to time have been converted into shares of Series A-1 Preferred Stock) (the "Majority Investors"). The duties of the Agent shall be administrative in nature and the Agent shall not be responsible for this Agreement be a trustee or fiduciary for any Investor. The Agent shall have no duties or responsibilities except those expressly set forth herein. As to any matters not expressly provided for by this Agreement (including, without limitation, enforcement or collection of the Notes), the Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or so refraining from acting) upon the instructions of the Majority Investors, and such instructions shall be binding upon all Investors and all holders of Notes, provided however that the Agent shall not be required to take any action which exposes the Agent to personal liability or which is contrary to this Agreement or applicable law.

7.02 Liability of Agent. Neither the Agent nor any of its directors, officers, shareholders, trust holders, affiliates, agents or employees shall be liable for any action taken or omitted to be taken by it or them under or in connection with this Agreement in the absence of its or their own gross negligence or willful misconduct. Without limitation of the generality of the foregoing, the Agent (1) may treat the payee of any Note as the holder thereof until the Agent receives written notice of the assignment or transfer thereof signed by such payee and in form satisfactory to the Agent; (2) may consult with legal counsel, independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants, or experts; (3) makes no warranty or representation to any Investor and shall not be responsible to any Investor for any statements,

warranties, or representations made in or in connection with this Agreement, the Notes or the Security Agreements; (4) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants, or conditions of this Agreement on the part of the Company, or to inspect the property (including the books and records) of the Company; (5) shall not be responsible to any investor for the due execution, legality, validity, enforceability, genuineness, perfection, sufficiency, or value of this Agreement or any other instrument or document furnished pursuant thereto; and (6) shall incur no liability under or in respect to this Agreement by acting upon any notice, consent, certificate, or other instrument or writing which may be sent by telegram, telex, or facsimile transmission believed by it to be genuine and signed or sent by the proper party or parties.

7.03 Rights of Agent as an Investor. With respect to its investment hereunder and the Notes issued to it, the Agent shall have the same rights and powers under this Agreement, the Notes and the Security Agreements as any other investor and may exercise the same as though it were not the Agent; and the term "Investor" or "Investors" shall, unless otherwise expressly indicated, include the Agent in its individual capacity. The Agent and its affiliates may engage in any kind of business with the Company and any other party, all as if the Agent were not the Agent and without any duty to account therefore to the Investors.

7.04 Indemnification. The Investors agree to indemnify the Agent, reliably according to the respective amounts of their Notes, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or assessed against the Agent in any way relating to or arising out of this Agreement or any action taken or omitted by the Agent, provided that no Investor shall be liable for any portion of any of the foregoing resulting from the Agent's gross negligence or willful misconduct. Without limitation of the foregoing, each Investor agrees to reimburse the Agent promptly upon demand for its reasonable share of any out-of-pocket expenses (including counsel fees) incurred by the Agent in connection with the preparation, administration, or enforcement of, or legal advice in respect of rights or responsibilities under, this Agreement.

7.05 Successor Agent. The Agent may resign at any time by giving at least 60 days' prior written notice thereof to the Investors and the Company and may be removed at any time with or without cause by the Majority Investors. Upon any such resignation or removal, the Majority Investors shall have the right to appoint a successor Agent. If no successor Agent shall have been so appointed by the Majority Investors, and shall have accepted such appointment, within 30 days after the retiring Agent's giving notice of resignation or the Majority Investors' removal of the retiring Agent, then the retiring Agent may, on behalf of the Investors, appoint a successor Agent, which shall be an Investor hereunder. Upon the acceptance of any appointment as Agent hereunder by a successor Agent, such successor Agent shall thereupon succeed to and be come vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations under this Agreement. After any retiring Agent's resignation or removal hereunder as Agent, the provisions of this Section 8 shall more to its best fit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement.

8.0 Miscellaneous Provisions.

against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

8.15 Amendment. This Agreement may be amended upon the written consent of (i) the Company, and (ii) the Majority Investors, provided that the provisions of Section 7 may not be amended without the consent of Agent, and no amendment of such Section shall abrogate any rights and privileges of Agent or impose on Agent any additional liabilities prior to the date thereof. All Investors and their permitted assignees shall be bound by any amendment effected pursuant to this Section 8.15, whether or not such Investor or assignee is a party to any such Amendment. Any party hereto may, as to itself, by a writing signed by its authorized representative: (a) extend the time for the performance of any of the obligations of another party, (b) waive any inaccuracies in representations and warranties made by another party contained in this Agreement or in any documents delivered pursuant hereto, (c) waive compliance by another party with any of the covenants contained in this Agreement or the performance of any obligations of such other party; or (d) waive the fulfillment of any condition that is precedent to the performance by such party of any of its obligations under this Agreement.

8.16 Investor Investigation. Each Investor acknowledges that it is not relying upon Agent, or any person, firm or corporation (other than the Company and its officers and directors) in making its investment or decision to invest in the Company. Each of the Investors represents to each of the other Investors that it has been solely responsible for its own "due diligence" investigation of the Company and its management and business, for its own analysis of the merits and risks of this investment. Each Investor agrees that no Investor nor the respective controlling persons, officers, directors, partners, agents or employees of any such Investor shall be liable to any other Investor for any actions taken in connection with the purchase of Notes in accordance with the terms of this Agreement.

8.17 Investor Counsel. Each Investor acknowledges, for the benefit of Pillsbury Winthrop International ("PW") that PW has acted solely as counsel for Allen & Buckenidge I, Allen & Buckenidge Venture Partners Fund, BluePeak Venture Capital Technology Trust, and Allen & Buckenidge III with respect to the transactions contemplated in this Agreement and all related agreements and documents. The Company agrees to pay reasonable fees of PW in connection with the transactions contemplated in this Agreement, subject to a maximum of US\$15,000, against invoice in reasonable details therefor sent to the Company on or after the first Closing.

IN WITNESS WHEREOF, the parties hereto have executed this Series A-1 Convertible Preferred Note Purchase Agreement with the intent and agreement that the same shall be effective as of the day and year first above written.

COMPANY:

eKit.com, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

INVESTOR:

Name of Investor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURE PAGE FOR EXIT.COM, INC. SERIES A-1 CONVERTIBLE NOTE PURCHASE AGREEMENT]

From: EKIT.COM PTY LTD

61396827000

17/12/2002 09:25 #497 P.004

IN WITNESS WHEREOF, the parties hereto have executed this Series A-1 Convertible Preferred Note Purchase Agreement with the intent and agreement that the same shall be effective as of the day and year first above written.

COMPANY:

eKit.com., Inc.

By: Dispett Hunter

Title: CFO

Address: 3/28 Clarendon St  
South Melbourne Australia

INVESTOR:

\_\_\_\_\_  
Name of Investor

By: \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURE PAGE FOR EKIT.COM, INC. SERIES A-1 CONVERTIBLE NOTE PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Series A-1 Convertible Preferred Note Purchase Agreement with the intent and agreement that the same shall be effective as of the day and year first above written.

COMPANY:

eKit.com., Inc.

By: \_\_\_\_\_

Title:

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

INVESTOR:

ALLEN & BUCKERIDGE ASSET MANAGEMENT LIMITED  
AS TRUSTEE FOR ALLEN & BUCKERIDGE LLP  
Name of Investor

By: ROGER BUCKERIDGE

Title: DIRECTOR

[SIGNATURE PAGE FOR EKIT.COM, INC. SERIES A-1 CONVERTIBLE NOTE C  
PREFERRED STOCK AND WARRANT PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Series A-1 Convertible Preferred Note Purchase Agreement with the intent and agreement that the same shall be effective as of the day and year first above written.

COMPANY:

eKit.com., Inc.

By: \_\_\_\_\_

Title:

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

INVESTOR:



AT&T VENTURE FUND COMPANY DTY LTD  
AS TRUSTEE FOR ALLEN E BURKBRIDGE I  
Name of Investor

By: ROBER BURKBRIDGE

Title: AUTHORIZED SIGNATORY

[SIGNATURE PAGE FOR EKIT.COM, INC. SERIES A-1 CONVERTIBLE NOTE C  
PREFERRED STOCK AND WARRANT PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Series A-1 Convertible Preferred Note Purchase Agreement with the intent and agreement that the same shall be effective as of the day and year first above written.

COMPANY: eKit.com., Inc.

By: \_\_\_\_\_

Title:

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

INVESTOR:

Colangie. Nominees  
Name of Investor

By: x Colin Plante

Title: Director

**[SIGNATURE PAGE FOR EKIT.COM, INC. SERIES A-1 CONVERTIBLE NOTE C  
PREFERRED STOCK AND WARRANT PURCHASE AGREEMENT]**



FROM : SANGUINETTI 28 KOORYONG ROAD3 PHONE NO. : 95001960

Dec. 11 2002 02:52PM P02

IN WITNESS WHEREOF, the parties hereto have executed this Series A-1 Convertible Preferred Note Purchase Agreement with the intent and agreement that the same shall be effective as of the day and year first above written.

COMPANY:

eKit.com., Inc.

By: \_\_\_\_\_

Title:

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

INVESTOR:

X Nick Palmer  
Name of Investor

By: X [Signature]  
\_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURE PAGE FOR EKIT.COM, INC. SERIES A-1 CONVERTIBLE NOTE C  
PREFERRED STOCK AND WARRANT PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Series A-1 Convertible Preferred Note Purchase Agreement with the intent and agreement that the same shall be effective as of the day and year first above written.

COMPANY: eKit.com., Inc.

By: \_\_\_\_\_

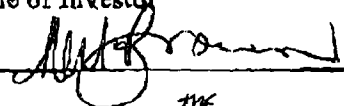
Title:

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

\_\_\_\_\_

INVESTOR:

NEIL BROWN  
Name of Investor

By: 

Title: MANAGER <sup>THE</sup> BOSTON CONSULTING GROUP

[SIGNATURE PAGE FOR EKIT.COM, INC. SERIES A-1 CONVERTIBLE NOTE C  
PREFERRED STOCK AND WARRANT PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Series A-1 Convertible Preferred Note Purchase Agreement with the intent and agreement that the same shall be effective as of the day and year first above written.

COMPANY:

eKit.com., Inc.

By: \_\_\_\_\_

Title:

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

INVESTOR:

PETER LIETENHAW

Name of Investor

*P. Lienhaw*

By: \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURE PAGE FOR EKIT.COM, INC. SERIES A-1 CONVERTIBLE NOTE C  
PREFERRED STOCK AND WARRANT PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Series A-1 Convertible Preferred Note Purchase Agreement with the intent and agreement that the same shall be effective as of the day and year first above written.

COMPANY:

eKit.com., Inc.

By: \_\_\_\_\_

Title:

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

INVESTOR:

Marmad Pty Ltd

Name of Investor

By: X G. Pappas

Title: Director

[SIGNATURE PAGE FOR EKIT.COM, INC. SERIES A-1 CONVERTIBLE NOTE C  
PREFERRED STOCK AND WARRANT PURCHASE AGREEMENT]

③

IN WITNESS WHEREOF, the parties hereto have executed this Series A-1 Convertible Preferred Note Purchase Agreement with the intent and agreement that the same shall be effective as of the day and year first above written.

COMPANY:

cKit.com., Inc.

By: \_\_\_\_\_

Title:

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

INVESTOR:

*Dionnie Favour*  
Name of Investor

By: DIONNIE FAHOUR

Title: \_\_\_\_\_

[SIGNATURE PAGE FOR EKIT.COM, INC. SERIES A-1 CONVERTIBLE NOTE C  
PREFERRED STOCK AND WARRANT PURCHASE AGREEMENT]

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61396827000

From: EKIT.COM PTY LTD

15. DEC. 2002 15:12

BCG SYDNEY 61 2 93235666

NO. 5864 P. 2

IN WITNESS WHEREOF, the parties hereto have executed this Series A-1 Convertible Preferred Note Purchase Agreement with the intent and agreement that the same shall be effective as of the day and year first above written.

COMPANY:

eKit.com., Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

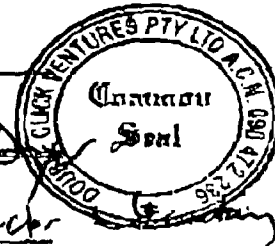
Address: \_\_\_\_\_

INVESTOR:

Name of Investor \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_



[SIGNATURE PAGE FOR EKIT.COM, INC. SERIES A-1 CONVERTIBLE NOTE C  
PREFERRED STOCK AND WARRANT PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Series A-1 Convertible Preferred Note Purchase Agreement with the intent and agreement that the same shall be effective as of the day and year first above written.

COMPANY: eKit.com., Inc.

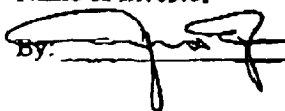
By: \_\_\_\_\_

Title:

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

INVESTOR:

e. Belmont  
Name of Investor

By:  \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURE PAGE FOR EKIT.COM, INC. SERIES A-1 CONVERTIBLE NOTE C  
PREFERRED STOCK AND WARRANT PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Series A-1 Convertible Preferred Note Purchase Agreement with the intent and agreement that the same shall be effective as of the day and year first above written.

COMPANY: eKit.com., Inc.


By: \_\_\_\_\_

Title:

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

INVESTOR:

Frank W. Foster 1979 Trust  
Name of Investor

By:  \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURE PAGE FOR EKIT.COM, INC. SERIES A-1 CONVERTIBLE NOTE C  
PREFERRED STOCK AND WARRANT PURCHASE AGREEMENT]