

1-23-03 RECC TF

02-13-2003



To the Honorable Commissioner of Patents

all documents or copy thereof.

102365073

1. Name of conveying party(ies):

Financial Planning Resources, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 11/30/2001

2. Name and address of receiving party(ies)

Name: Professional Direct Agency, Inc.

Internal Address: Suite 16

Street Address: 400 Lazelle Road

City: Columbus State: OH Zip: 43240

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

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

OFFICE OF PATENT RECORDS  
FINANCE SECTION  
JAN 13 3 51 PM '03

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,158,052;

2,048,743; 1,541,869

Additional number(s) attached  Yes  No

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

Name: Jack D. Todd

Internal Address: MORRIS MANNING & MARTIN, LLP  
Suite 1125

Street Address: 6000 Fairview Road

City: Charlotte State: NC Zip: 28210

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41).....\$ 90.00 (\$115 check)

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

02/12/2003 DBYRNE 00000074 2158052

01 FC: 521  
02 FC: 522

Jack D. Todd  
Name of Person Signing

40.00 OP  
50.00 OP

Signature

January 16, 2003

Date

11

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

Refund Ref: 02/12/2003 DBYRNE 0000124228

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

CHECK Refund Total: \$25.00

## ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of the \_\_\_ day of November, 2001 (this "Agreement"), among Professional Direct Agency, Inc., a corporation organized under the laws of the State of Ohio (the "Purchaser"), Info-One, a corporation organized under the laws of the State of California (the "Parent"), Investor One, Inc., a corporation organized under the laws of the State of Minnesota and a wholly-owned subsidiary of the Parent ("Investor One"), Financial Planning Resources, Inc., a corporation organized under the laws of the State of Georgia and a wholly-owned subsidiary of the Parent ("FPR"), David Shapiro, a shareholder of the Parent (the "Principal Shareholder"), and, for the limited purpose set forth in Section 4.14, Judy Shapiro. Each of Parent, Investor One and FPR shall sometimes be referred to herein as a "Seller" and collectively as the "Sellers".

### RECITALS

(A) The Board of Directors of each of the Purchaser and the Sellers believes it is in the best interests of each company and their respective debtholders and shareholders that Purchaser, in consideration for the purchase price set forth herein, acquire the assets and assume the liabilities of the Sellers as set forth herein (the "Acquisition") and, in furtherance thereof, have approved the Acquisition.

(B) The Sellers and the Principal Shareholder, on the one hand, and the Purchaser, on the other hand, desire to make certain representations, warranties, covenants and other agreements in connection with the Acquisition.

NOW, THEREFORE, in consideration of the premises, and of the mutual representations and agreements contained in this Agreement, the parties agree as follows.

### I. DEFINITIONS

1.01. Definitions of Certain Terms. In this Agreement, the following terms are used with the meanings assigned below:

"Accounts Payable" shall mean all obligations of the Sellers to pay money for goods and services obtained by the Sellers in the ordinary course of the operation of the Sellers' business as presently conducted by the Sellers.

"Affiliate" shall mean a person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, a specified person or

entity.

"Agreement" has the meaning set forth in the Recitals.

"Business Day" shall mean any day other than a Saturday, a Sunday or a day on which banks located in the States of North Carolina or California generally are authorized or required by law or executive order to close.

"Business Entity" shall mean any corporation, partnership, joint venture, business trust, limited liability corporation or partnership, association or other organization.

"Cash" shall mean cash and cash equivalents, including bank accounts and deposits, investments in money market funds, commercial paper, certificates of deposit, treasury bills and accrued interest thereon.

"Closing" has the meaning assigned in Section 2.07.

"Closing Date" has the meaning assigned in Section 2.07.

"Code" means the Internal Revenue Code of 1986, as amended.

"Compensation and Benefit Plans" has the meaning assigned in Section 3.01(Q)(1).

"Contracts" shall mean any contract, agreement, commitment, arrangement, lease, license agreement (including any agreements relating to the Intellectual Property), insurance policy, or other instrument to which a Business Entity is a party, by which such entity's assets, business, or operations may be bound or affected, or under which such entity or its assets, business, or operations receives benefits.

"Employment Agreement" shall mean the employment agreement between the Purchaser and David Shapiro, substantially in the form attached hereto as Exhibit A.

"Environmental Laws" shall mean all applicable laws, regulations and other requirements of governmental or regulatory authorities relating to pollution or to the protection of the environment.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" has the meaning assigned in Section 3.01(Q)(3).

"ERISA Plans" has the meaning assigned in Section 3.01(Q)(2).

"Indebtedness" shall mean all indebtedness of the Sellers for money borrowed (other than Accounts Payable and accrued expenses set forth on Schedule 2.03(A)), including the indebtedness listed on Schedule 4.09.

"Indemnified Party" has the meaning assigned in Section 7.04.

"Indemnifying Party" has the meaning assigned in Section 7.04.

"Insurance Technologies Matters" shall mean the matters underlying the claims asserted in Insurance Technologies V. Info-One and David Shapiro, Civil Action No: 01-Z-0049 in the United States District Court for the District of Colorado, which was dismissed without prejudice, and any subsequently related actions or matters.

"Intellectual Property" shall mean all patents, patent applications, trademarks and service marks, trademark and service mark applications, trade names, logos, domain names and other indications or origin, the goodwill associated with the foregoing, copyright registrations and applications, material licenses of third party software (other than licenses of "off the shelf" or standard software products), proprietary software and processes, procedures, trade secrets, know-how, confidential information, inventions (whether or not patentable and whether or not reduced to practice), drawings, specifications, designs, plans, proposals, technical data, copyrightable works and other proprietary technical information presently used or proposed to be used by a Seller in connection with its business.

"Liability" or "Liabilities" shall mean any liability or obligation (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether incurred or consequential and whether due to or to become due), including any liability for Taxes.

"Knowledge" shall mean as used with respect to any person (including references to such person being aware of a particular matter) shall mean the personal knowledge after due inquiry of those facts that are known or should reasonably have been known after due inquiry by such person, or if such person is a Business Entity, after due inquiry by the chairman, chief executive officer, president, chief financial officer, chief accounting officer, chief operating officer, general counsel, or any senior or executive vice president of such person.

"Liens" shall mean liens, encumbrances, charges, security interests, restrictions (including restrictions on voting rights or rights of disposition), defaults or equities of any character or claims or third party rights of whatever nature.

"Litigation" has the meaning assigned in Section 3.01(L).

"Losses" has the meaning assigned in Section 7.02.

"Material Adverse Effect" shall mean an event, occurrence or circumstance (including any breach of a representation or warranty contained herein) which (1) has a material adverse effect on the

financial condition, results of operations or business of the Sellers, taken as a whole, or (2) would materially impair the Sellers' or the Principal Shareholder's ability to timely perform their obligations under this Agreement or the consummation of any of the transactions contemplated hereby. "Material Adverse Effect" shall not mean an act of terrorism, outbreak of hostilities, general strike, or civil disobedience, other calamity or crisis, suspension of trading in the financial markets that does not have a direct material adverse effect on the financial condition, results of operations or business of the Sellers, taken as a whole.

"Material Contract" has the meaning assigned in Section 3.01(O).

"Multiemployer Plans" has the meaning set forth in Section 3.01(Q) (2).

"Parent Capital Stock" shall mean shares of Parent Common Stock and shares of Parent Preferred Stock.

"Parent Common Stock" shall mean shares of common stock of the Parent, no par value.

"Parent Financial Statements" has the meaning assigned in Section 3.01(H).

"Parent Preferred Stock" shall mean shares of Series A Preferred Stock of the Parent, no par value.

"Permitted Lien" shall mean (i) Liens on the Acquired Assets for current taxes or assessments that are not yet due and payable and that were incurred in the ordinary course of business, (ii) builder, mechanic, warehousemen, materialmen, contractor, workmen, repairmen, carrier Liens on the Acquired Assets or other similar Liens on the Acquired Assets arising in the ordinary course of business, in each case for obligations which are not yet due and payable, or (iii) other similar Liens which in the aggregate do not materially affect the value of the Acquired Assets subject to such Liens or the usefulness or marketability of such Acquired Assets.

"Pension Plan" has the meaning assigned in Section 3.01(Q) (2).

"Pivot Indebtedness" shall mean the aggregate principal amount of indebtedness, including accrued interest thereon, owed by the Sellers to the Purchaser on the Closing Date, including pursuant to the Pivot Promissory Note.

"Pivot Promissory Note" shall mean the Promissory Note, dated the date hereof, in substantially the form attached hereto as Exhibit B. Attached as Annex A to the Pivot Promissory Note is a mutually agreed upon schedule of advances made or to be made under the Pivot Promissory Note, as described in Annex A, for purposes of providing the Sellers with sufficient funds (i) to repay certain Indebtedness not otherwise intended to be assumed by the Purchaser pursuant to this

Agreement ("Indebtedness Borrowings"), (ii) to repay certain Liabilities that would otherwise constitute Assumed Liabilities to be assumed by the Purchaser pursuant to this Agreement ("Discharged Liabilities Borrowings"), and (iii) to fund ordinary course operating expenses of the Sellers for the period beginning on the date hereof and ending on the earlier of the Closing Date and the date of termination of this Agreement ("Operating Borrowings").

"Pre-Tax Net Income" shall mean, for the relevant calendar month, the Sellers' net income before taxes, as reported on the books and records of the Sellers and prepared in good faith in accordance with the Sellers' customary practices and procedures used in preparing monthly financial statements, and certified to the Purchaser by the Parent and the Principal Shareholder on the Closing Date (the "Pre-Tax Net Income Certification").

"Previously Disclosed" by a party shall mean information set forth in a Schedule, correspondingly enumerated to the representation, warranty or covenant to which it relates, or disclosed in any other paragraph of the Schedules (so long as it is reasonably clear from the context that the disclosure in such other paragraph of its Schedules is also applicable to the section of this Agreement in question and is in sufficient detail to put a reasonable person on notice of the relevance of such disclosure), that is delivered by such party to the other party contemporaneously with the execution of this Agreement (it being understood that notwithstanding any other provision herein such information shall be disclosed in light of the particular standard of "materiality" set forth in the representation, warranty or covenant to which such information relates).

"Principal Shareholder" has the meaning assigned in the preamble.

"Purchase Price" shall mean, subject to the delivery of the Pre-Tax Net Income Certification, (a) \$4,200,000, in the event the Sellers' Pre-Tax Net Income is greater than zero for the calendar month of October 2001; (b) if the provisions of (a) are not satisfied, \$4,100,000 in the event the Sellers' Pre-Tax Net Income is greater than zero for the calendar month of November 2001; or (c) \$4,000,000.

"Property" shall mean real, personal or mixed property, tangible or intangible.

"Regulatory Authorities" shall mean any federal, state, local, municipal or foreign governmental agency or authority or Self-Regulatory Body.

"Reports" has the meaning assigned in Section 3.01(G).

"Retained Contracts" means any Contracts to which a Seller is a party and which are not Transferred Contracts.

"Right" or "Rights" shall mean (a) any subscriptions, options, warrants, calls, preemptive or other rights, commitments, conversion

rights, rights of exchange or any other agreements of any character obligating any Seller to issue, sell, transfer, repurchase, redeem or otherwise acquire any shares of its capital stock or any other securities convertible into, exchangeable for or evidencing the right to subscribe for or acquire any shares of such capital stock; or (b) voting trusts, buy-sell agreements, rights of first refusal, co-sale agreements or arrangements, proxies, voting agreements or understandings, registration rights, restrictions of any sort whatsoever or any similar agreement relating to capital stock or securities of a Seller to which a Seller is a party.

"Self-Regulatory Body" shall mean any applicable non-governmental self-regulatory agency, commission or authority.

"Subsidiary" means any Business Entity in which the Parent, directly or indirectly, (i) owns or controls 50% or more of any class of such entity's voting securities, (ii) in the case of partnerships, serves as a general partner, (iii) in the case of a limited liability company, serves as a managing member, or (iv) otherwise has the ability to elect a majority of the directors, trustees or managing members thereof.

"Taxes" shall mean federal, state, local or foreign income, gross receipts, windfall profits, severance, property, production, sales, use, license, excise, franchise, employment, premium, recording, documentary, documentary stamps, real estate transfer, transfer, back-up withholding or similar taxes, together with any interest, additions, or penalties with respect thereto, imposed on the income, properties or operations of the Parent or its Subsidiaries, together with any interest in respect of such additions or penalties.

"Tax Returns" means all reports and returns required to be filed with respect to Taxes of the Parent and its Subsidiaries.

"Third Party Claim" has the meaning assigned in Section 7.04.

"Transferred Contracts" shall mean all Contracts transferred to Purchaser by a Seller pursuant to Section 2.01(G), Contracts that evidence the rights and other assets transferred pursuant to Section 2.01(B) through (F), and any Contracts that are assigned pursuant to Section 2.09(B).

"Transfer Documents" shall mean the Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit C, the Bill of Sale in substantially the form attached hereto as Exhibit D, and the Real Property Lease Assignments, which shall be in form and substance mutually agreeable to the Sellers and the Purchaser.

"Voting Agreements" shall mean the Voting Agreements in substantially the form attached hereto as Exhibit E to be executed and delivered by the persons set forth on Exhibit E.

**1.02. Interpretation.** When a reference is made in this Agreement to Sections, Exhibits or Schedules, such references shall be to a Section of, Exhibit or Schedule to, this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". If this Agreement calls for any action to be taken on any date that is not a Business Day, then such action shall be taken on the immediately following Business Day. No provision of this Agreement shall be construed to require the Sellers, the Principal Shareholder, or the Purchaser or any of their respective subsidiaries, Affiliates, officers or directors to take any action which would violate applicable law (whether statutory or common law), rule or regulation. This Agreement is the product of negotiation by the parties, having the assistance of counsel and other advisers. It is the intention of the parties that this Agreement not be construed more strictly with regard to one party than with regard to any other party.

## II. THE PURCHASE AND SALE.

**2.01. Purchase and Sale of Assets.** Subject to, and on the terms and conditions of, this Agreement, effective at the Closing, the Purchaser shall purchase, acquire and accept from each of the Sellers, as applicable, and each Seller will sell, convey, transfer, assign and deliver to the Purchaser, free and clear of any Liens (other than Permitted Liens), all right, title and interest in and to the following assets of the Sellers (the "Acquired Assets"):

(A) the furniture, fixtures, equipment, supplies and other personal property utilized by each of the Sellers in the operation of its business, which shall include those listed on Schedule 2.01(A);

(B) all rights with respect to leasehold interests and subleases and rights thereunder relating to the real and personal property listed on Schedule 2.01(B);

(C) all notes receivable, prepaid expenses, accounts receivable, tax refunds receivable and other similar current assets;

(D) all securities and all Cash in excess of \$50,000;

(E) all licenses, permits, authorizations, orders, registrations, certificates, variances, approvals, consents and franchises and similar rights obtained from Regulatory Authorities or any pending applications relating to any of the foregoing;

(F) all Intellectual Property, goodwill associated therewith, licenses and sublicenses granted in respect thereto and rights thereunder, remedies against infringements thereof and rights to protection of interests therein, including the Intellectual Property listed on Schedule 2.01(F);



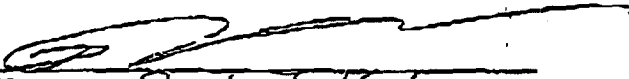
**ADDITIONAL PAGES OF THIS  
ASSET PURCHASE AGREEMENT  
INTENTIONALLY REDACTED**

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in counterparts by their duly authorized officers, all as of the day and year first above written.

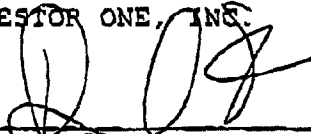
PROFESSIONAL DIRECT AGENCY, INC.

By: \_\_\_\_\_  
Name:  
Title:


INFO-ONE

By:   
Name: Brent J. Koste  
Title: President

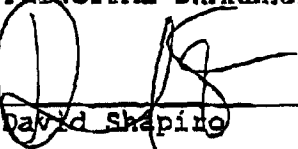
INVESTOR ONE, INC.

By:   
Name: David Shapiro  
Title: Chairman

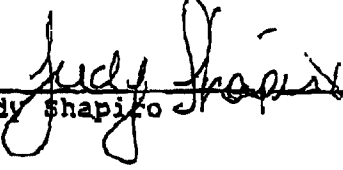
FINANCIAL PLANNING RESOURCES, INC.

By:   
Name: David Shapiro  
Title: Chairman

PRINCIPAL SHAREHOLDER

  
David Shapiro

FOR THE PURPOSES SET FORTH IN SECTION 4.14

  
Judy Shapiro

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in counterparts by their duly authorized officers, all as of the day and year first above written.

PROFESSIONAL DIRECT AGENCY, INC.

By: Harry C. Laderer  
Name: HARRY C LADERER  
Title: SVP.

INFO-ONE

By: \_\_\_\_\_  
Name:  
Title:

INVESTOR ONE, INC.

By: \_\_\_\_\_  
Name:  
Title:

FINANCIAL PLANNING RESOURCES, INC.

By: \_\_\_\_\_  
Name:  
Title:

PRINCIPAL SHAREHOLDER

\_\_\_\_\_  
David Shapiro

FOR THE PURPOSES SET FORTH IN SECTION 4.14

\_\_\_\_\_  
Judy Shapiro

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant:	<b>PROFESSIONAL DIRECT</b>	)	Attorney Docket No.	<b>10710-39855</b>
	<b>AGENCY, INC.</b>	)		<b>10710-39856</b>
		)		<b>10710-39857</b>
Reg. Nos.:	<b>2,158,052</b>	)	<b>VARDS TOTAL</b>	
		)	<b>PREFERENCE</b>	
		)		
	<b>2,048,743</b>	)	<b>VTR</b>	
		)		
	<b>1,542,869</b>	)	<b>VARDS</b>	

**CERTIFICATE OF MAILING BY FIRST CLASS MAIL**

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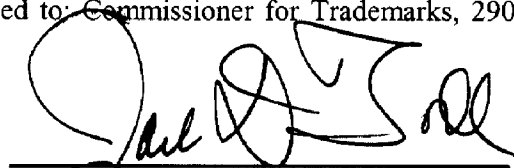
Commissioner for Trademarks  
Box Assignments  
2900 Crystal Drive  
Arlington, Virginia 22202-3513

Enclosures: Postcard; Recordation Form Cover Sheet; Check for \$115 (Fees to be \$90); and Asset Purchase Agreement

**CERTIFICATE OF MAILING BY FIRST CLASS MAIL**

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I hereby certify under 37 C.F.R. § 1.8 that this correspondence is being deposited with the United States Postal Service by First Class Mail addressed to: Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513, on January 16, 2003.

  
\_\_\_\_\_  
Jack D. Todd