

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Asset Purchase Agreement

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CIM, Ltd.		05/23/2003	COMPANY: CALIFORNIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	eAssist Global Solutions, Inc.
<b>Street Address:</b>	9330 Scranton Road, Suite 450
<b>City:</b>	San Diego
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92121
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 5</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2258534	ESHARE TECHNOLOGIES
Registration Number:	2206751	ESHARE TECHNOLOGIES
Registration Number:	2666501	ESHARE NETAGENT
Registration Number:	2666502	NETAGENT
Registration Number:	2470140	ESHARE NETAGENT

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(858)550-6420
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	(858) 550-6000
<b>Email:</b>	trademarks@cooley.com
<b>Correspondent Name:</b>	Kent M. Walker, Esq./Cooley Godward
<b>Address Line 1:</b>	4401 Eastgate Mall
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121-1909

<b>NAME OF SUBMITTER:</b>	Kent M. Walker, Esq.
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Total Attachments: 6  
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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement"), dated as of May 23, 2003 (the "Execution Date"), is entered into between CIM Ltd., a corporation formed pursuant to the laws of the Cayman Islands, CIM Holdco Inc., a Delaware corporation (each a "Seller" and collectively the "Sellers"), and eAssist Global Solutions, Inc., a Delaware corporation (the "Purchaser").

### WITNESSETH

**WHEREAS**, the Sellers are engaged in (i) the business of designing, manufacturing, marketing, selling, servicing and maintaining each of the products listed on Exhibit A hereto (collectively, the "Products") and (ii) the business conducted by those entities listed on Exhibit A hereto (collectively, the "Business");

**WHEREAS**, upon the terms and subject to the conditions set forth herein, the Sellers desire to transfer, sell, convey, assign and deliver to the Purchaser, and the Purchaser desires to acquire from Sellers, all of the assets of the Sellers primarily used in the Business, and Purchaser desires to assume certain specified liabilities of the Sellers incurred in connection with the Business in accordance with the terms and subject to the conditions of this Agreement (the "Transaction").

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I DEFINITIONS

SECTION 1.1 Definitions. The following terms, as used in this Agreement, shall have the following meanings:

"Accounts Receivable" shall mean all accounts receivable of the Sellers as of the Closing Date to the extent generated solely by the sale of Products, including any unbilled accounts receivable relating solely to the Products of the Sellers as of the Closing Date, in each case listed on Schedule 2.1(a).

"Acquisition Documents" shall mean, collectively, this Agreement, the Bill of Sale, the Assignment and Assumption Agreement, and all agreements, instruments, certificates and other documents executed and delivered in connection herewith or contemplated hereby.

"Action" shall mean any claim, dispute, demand, cause of action or action asserted in any arbitration, litigation, adversary proceeding, mediation, suit, investigation or other proceeding and any appeal therefrom.

"Affiliate" shall mean, with respect to any Person, any Person which, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common

SECTION 1.3 Headings. The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof or define, limit or otherwise affect the meaning of any of the terms or provisions hereof.

SECTION 1.4 Schedules. Unless the context otherwise requires, all capitalized terms used in the Schedules shall have the respective meanings assigned in this Agreement. No reference to or disclosure of any item or other matter in the Schedules shall be construed as an admission or indication that such item or other matter is material or that such item or other matter is required to be referred to or disclosed in the Schedules. No disclosure in the Schedules relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. Any information, item or other disclosure set forth in any Schedule shall be deemed to have been set forth in all other applicable Schedules if the relevance of such disclosure to such other Schedules is reasonably apparent from the facts specified in such disclosure.

SECTION 1.5 References to Articles, Etc. All references herein to Articles, Sections, Exhibits and Schedules shall be to Articles and Sections of and Exhibits and Schedules to this Agreement.

SECTION 1.6 References to "Herein," Etc. As used in this Agreement, the words "herein," "hereof," "hereby" and "hereunder" shall refer to this Agreement as a whole, and not to any particular section, provision or subdivision of this Agreement.

ARTICLE II  
PURCHASE AND SALE OF THE ASSETS;  
PURCHASE PRICE


SECTION 2.1 Purchase and Sale of the Assets. Except for the Excluded Assets set forth in Section 2.2 below, at and as of the Effective Time, the Sellers shall Transfer to the Purchaser, and the Purchaser shall purchase and accept from the Sellers, free and clear of all Liens, all of the Sellers' right, title and interest in and to the following assets (the "Transferred Assets"):

- (a) the Accounts Receivable set forth on Schedule 2.1(a) ;
- (b) the Equipment and Other Personalty set forth on Schedule 2.1(b);
- (c) the Intellectual Property set forth on Schedule 2.1(c);
- (d) all Inventory set forth on Schedule 2.1(d);
- (e) all rights of the Sellers under Assigned Contracts;
- (f) copies of all books, financial and other records and information which has been reduced to written, recorded or encoded form, in each case to the extent related to the


**IN WITNESS WHEREOF**, the parties hereto have caused this Asset Purchase Agreement to be duly executed as of the day and year first above written.

**SELLERS**

CIM, Ltd.  
a corporation formed pursuant to the laws of the  
Cayman Islands

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

CIM Holdco Inc.  
a Delaware corporation

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

**PURCHASER**

eAssist Global Solutions, Inc.,  
a Delaware corporation

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

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be duly executed as of the day and year first above written.

**SELLERS**

CIM, Ltd.  
a corporation formed pursuant to the laws of the  
Cayman Islands

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

CIM Holdco Inc.  
a Delaware corporation

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

**PURCHASER**

eAssist Global Solutions, Inc.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: Dan Plishkes  
Title: President & CEO

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eAssist APA Signature Page

May 23, 2003

**Schedules  
to  
ASSET PURCHASE AGREEMENT**

**May 23, 2003**

These Schedules have been prepared and delivered in connection with the execution of the Asset Purchase Agreement, dated as of May 23, 2003 (the "Agreement"), made by and among CIM, Ltd., a corporation formed pursuant to the laws of the Cayman Islands, CIM Holdco Inc., a Delaware corporation (the "Sellers") and eAssist Global Solutions, Inc., a Delaware corporation (the "Purchaser").

These Schedules relate to certain matters concerning the disclosures required and transactions contemplated by the Agreement. These Schedules are qualified in their entirety by reference to the specific provision of the Agreement to which each Schedule relates and are not intended to constitute, and shall not be construed as constituting, representations or warranties of the Sellers, except as and to the extent provided in the Agreement. No implication should be drawn that any information provided in these Schedules is necessarily material or otherwise required to be disclosed or that the inclusion of such information establishes or implies a standard of materiality, a standard for what is or is not considered to be part of the ordinary course of business, or any other standard set forth in the Agreement.

Unless the context otherwise requires, all capitalized terms used in these Schedules shall have the respective meanings assigned in the Agreement. No reference to or disclosure of any item or other matter in these Schedules shall be construed as an admission or indication that such item or other matter is material or that such item or other matter is required to be referred to or disclosed in these Schedules. No disclosure in these Schedules relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. Any information, item or other disclosure set forth in any Schedule shall be deemed to have been set forth in all other applicable Schedules if the relevance of such disclosure to such other Schedules is reasonably apparent from the facts specified in such disclosure.

Headings have been inserted for convenience of reference only and shall not have the effect of amending or changing the content or meaning of the information disclosed in these Schedules.

SCH-1

SSO ASSETS

**TRADEMARK  
REEL: 002849 FRAME: 0508**

**Schedule 2.1(c)****Registered Intellectual Property****Registered Trademarks:**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Product/Business Segment</b>
ESHARE EXPRESSIONS	2189275	September 15, 1998	CIM
ESHARE NETAGENT	2470140	July 17, 2001	CIM
NETAGENT	2666502	December 24, 2002	CIM
ESHARE NETAGENT*			
ESHARE EXPRESSSIONS*			
ESHARE REUNION*			
ESHARE TECHNOLOGIES*			
CUSTOMER AGENT*			
CUSTOMER CARE*			

**Issued or Applied for Patents:**

Application #WO2002050009366\* Collaboration Between Two Computing Devices  
 Application #WO2001000032249\* Transfer of an Internet Chat Session Between Servers  
 Application #US2001000981317\* Transfer of an Internet Chat Session Between Servers  
 Application #AU2001000014593\* Transfer of an Internet Chat Session Between Servers

**Domain Names:**

ESHARE.COM\*\*  
 EHOSTS.NET\*  
 DELANOTECH.COM\*  
 ESHARE.NET\*

- \* Subject to confirmation that these items were or will be Transferred to Sellers per authority of the Bankruptcy Court.
- + To the extent this item has not been Transferred to Sellers, upon notice given by Purchaser pursuant to Section 12.5 of the Agreement, at Purchaser's expense (for any and all costs, losses, expenses and liabilities), Sellers

SCH-12

SSO ASSETS