Form PTO-1594 (Rev. 06/04)  OMB Collection 0651-0027 (exp. 6/30/2005)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office					
	PRM COVER SHEET					
TRADEMARKS ONLY						
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.						
Name of conveying party(ies)/Execution Date(s):	2. Name and address of receiving party(ies)					
.,	Additional parage addresses as sittle as his attack at 12					
MASTERMIND TECHNOLOGIES, INC.						
	Name: INTER-TEL INTEGRATED SYSTEMS, IN( Internal					
Individual(s) Association	Address:					
General Partnership Limited Partnership	Street Address: 7300 W. BOSTON STREET					
X Corporation-State VIRGINIA	City: CHANDLER					
Other	State: ARIZONA					
Citizenship (see guidelines) VIRGINIA	Country: USA Zip: 85226					
Execution Date(s) 0CT0BER 19, 2001	Association Citizenship					
Additional names of conveying parties attached? Yes X No	† <del></del>					
3. Nature of conveyance:	Limited Partnership Citizenship					
	X Corporation Citizenship ARIZONA					
	OtherCitizenship					
Security Agreement Change of Name	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No					
U Other	(Designations must be a separate document from assignment)					
<ol> <li>Application number(s) or registration number(s) and</li> <li>Trademark Application No.(s)</li> </ol>	d identification or description of the Trademark.  B. Trademark Registration No.(s)					
A. Hademark Apprication No.(5)	1,889,707					
	Additional sheet(s) attached? Yes No					
C. Identification or Description of Trademark(s) (and Filing	Date if Application or Registration Number is unknown):					
WORD MARK "MASTERV@X"						
5. Name & address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:					
Name: MICHELLE WHITTINGTON, ESQ.	registrations involved:					
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00					
	Authorized to be charged by credit card					
Street Address: 7300 W. BOSTON STREET	Authorized to be charged to deposit account					
	L_I Enclosed					
City: CHANDLER	8. Payment Information:					
State: ARIZONA Zip: 85226	a. Credit Card Last 4 Numbers					
Phone Number: 480-961-9000 x21352	Expiration Date					
Fax Number: 480-961-8073	b. Deposit Account Number 502721					
Email Address:::whittington@inter-gel.com	Authorized User Namemichelle whitting ton					
9. Signature: AUGUST 16,2004						
Signature Date						
MICHELLE WHITTINGTON WG #	Total number of pages including cover sheet, attachments, and document:					
Name of Person Signing ${\cal U}$	Since, automitatio, and document.					

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 002927 FRAME: 0153



## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("<u>Agreement</u>") is made as of October 19, 2001, by and among Inter-Tel Integrated Systems, Inc., an Arizona corporation ("<u>Buyer</u>"), MasterMind Technologies, Inc., a Virginia corporation (the "<u>Company</u>"), and with respect to Sections 12.3, 13.5, 13.7, 13.8 and 13.15 only, Curtis Jones and David Lowenstein (each of Messrs. Jones and Lowenstein are referred to separately as a "<u>Shareholder</u>" and collectively as the "<u>Shareholders</u>").

## **RECITALS**

- 1. The Company desires to sell, and Buyer desires to purchase certain assets (and assume certain liabilities) of the Company, for the consideration and on the terms set forth in this Agreement.
- 2. The Company, the Shareholders and the Buyer desire to enter into this Agreement for the purpose of setting forth certain representations, warranties, covenants and other obligations made in connection with the purchase and sale of the Acquired Assets (as defined below) and the assumption of the Assumed Liabilities (as defined below).

### **AGREEMENT**

The parties, in consideration of the premises, the mutual representations, warranties, covenants, obligations and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, agree as follows:

- 1. <u>Definitions</u>. For purposes of this Agreement, the following terms have the meanings specified or referred to in this Section 1:
- "Acquired Assets" means all right, title, and interest in and to all of the assets and properties of the Company, including but not limited to all of its: (a) tangible personal property (such as machinery, equipment, inventories of raw materials and supplies, inventories of manufactured and purchased parts, goods in process and finished goods, computers and other office equipment, furniture, automobiles, trucks and tools), (b) Intellectual Property (as defined herein) assets, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions, (c) personal property leases and rights thereunder, (d) agreements, contracts, instruments, other similar arrangements, and rights thereunder, (e) accounts, notes, and other receivables as set forth in the Closing Balance Sheet, (f) claims, deposits, prepayments, refunds, causes of action, chooses in action, rights of recovery, rights of set off, and rights of recoupment relating to the Acquired Assets (excluding any such item relating to Taxes), (i) franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from governments and governmental agencies to the extent transferable to Buyer,

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- (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal);
  - (d) multi-national organization or body; or
- (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

"Intellectual Property" - shall mean all copyrights, copyright registrations, proprietary processes, trade secrets, license rights, specifications, technical manuals and data, drawings, inventions, designs, patents, patent applications, mask works, tradenames, trademarks, service marks, product information and data, know-how and development work-in-progress, customer lists, software, business correspondence and marketing plans and other intellectual or intangible property including that which that comprises or is necessary to the use of each of the software systems described on Disclosure Schedule Part 3.20, together with its source code, and documentation (the "Software"), whether pending, applied for or issued, whether filed in the United States or in other countries, including, without limitation, all associated goodwill; all things authored, discovered, developed, made, perfected, improved, designed, engineered, acquired, produced, conceived or first reduced to practice by the Company or any of its employees or agents that are embodied in, derived from or relate to the Software, in any stage of development, including, without limitation, modifications, enhancements, designs, concepts, techniques, methods, ideas, flow charts, coding sheets, notes and all other information relating to the Software.

"Knowledge" - an individual or Person will be deemed to have "Knowledge" of a particular fact or other matter if:

- (a) such individual or Person is actually aware of such fact or other matter after reasonable investigation; or
- (b) a prudent individual or Person could be expected to discover or otherwise become aware of such fact or other matter in the ordinary course of conducting and managing a business enterprise.

A Person (other than an individual) will be deemed to have "Knowledge" of a particular fact or other matter if any individual who is serving as a director, officer, partner, executor, or trustee of such Person (or in any similar capacity) has, or at any time had, Knowledge of such fact or other matter.

"Legal Requirement" - any federal, state, local, municipal, foreign, international, multinational, or other administrative order, constitution, law, ordinance, principle of common law, regulation, statute, or treaty, the violation of which would restrict or impede Buyer's ownership or use of the Acquired Assets.

"<u>Liability</u>" - any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for Taxes.

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"Representative" - with respect to a particular Person, any director, officer, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants, and financial advisors.

"Securities Act" - the Securities Act of 1933 or any successor law, and regulations and rules issued pursuant to that Act or any successor law.

"Shares" - the issued and outstanding shares of capital stock of the Company.

"Subsidiary" - with respect to any Person (the "Owner"), any corporation or other Person of which securities or other interests having the power to elect a majority of that corporation's or other Person's board of directors or similar governing body, or otherwise having the power to direct the business and policies of that corporation or other Person (other than securities or other interests having such power only upon the happening of a contingency that has not occurred) are held by the Owner or one or more of its Subsidiaries; when used without reference to a particular Person, "Subsidiary" means a Subsidiary of the Company.

"Tax" or "Taxes" - includes any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code §59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar, including FICA), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

"Tax Return" - any return (including any information return), report, statement, schedule, notice, form, or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection, or payment of any Tax or in connection with the administration, implementation, or enforcement of or compliance with any Legal Requirement relating to any Tax.

"Threatened" - a claim, Proceeding, dispute, action, or other matter will be deemed to have been "Threatened" if any demand or statement has been made (orally or in writing) or any notice has been given (orally or in writing) that would lead a prudent Person to conclude that such a claim, Proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

# 2. Sale and Transfer of Acquired Assets; Closing

- 2.1 <u>Purchase and Sale of Assets</u>. Subject to the terms and conditions of this Agreement, at the Closing, Buyer will purchase from the Company, and the Company will sell, transfer, convey and deliver to Buyer, all of the Acquired Assets at the Closing for the consideration specified below in this Section 2.
- 2.2 <u>Assumption of Liabilities</u>. Subject to the terms and conditions of this Agreement, Buyer agrees to assume and become responsible for all of the Assumed Liabilities at the

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is regulated by any governmental authority because it is toxic, radioactive or otherwise a danger to health and the environment in violation of any Environmental Laws.

- Except as set forth in the Disclosure Schedule Section 3.19, the Company is not aware of any capital expenditures which are required in order for it to comply with Environmental Laws.
- There are and have been no citations or decisions by any Governmental Body that any product manufactured, marketed or distributed at any time by the Company ("Product") is defective or fails to meet any standards promulgated by any such governmental or regulatory body. Neither the Shareholders nor the Company have Knowledge of any proceeding now pending or Threatened which may result in such citation or decision. There are no existing or Threatened claims against the Company for services or merchandise which are defective or fail to meet any service or product warranties or any defects or problems which, if discovered by a third party, would support such a claim. No claim has been asserted against the Company for renegotiation or price redetermination of any business transaction, and other than concessions in the Ordinary Course of Business, to the Knowledge of the Shareholders and the Company, there are no facts upon which any such claim could be based. To the Knowledge of the Shareholders and the Company, there is no fact relating to any Product that may impose upon the Company a duty to warn customers of a defect in any Product, or latent or overt defect in any Product which has been or is being distributed by the Company, which is likely to result in claims for breach of warranty with respect to such Products in excess of the warranty reserve reflected in the Closing Balance Sheet. For purposes of the foregoing, with respect to a software product, a "defect" shall include, without limitation, any characteristic of the product which may, when the product is used with the computer and operating system with which the product is used, result in material undesired errors in processing or output, cessation of system function, or loss of or damage to data, whether during the operation of the product or during the operation of another program as a result of effects caused by the product.

#### 3.20 Intellectual Property

- the Company owns all rights to the Intellectual Property without any conflict or infringement of the intellectual property rights of others. All source code included within the Intellectual Property constitutes a trade secret of the Company and is not part of the public knowledge or literature, and the Company has taken reasonable action to protect such source code as a trade secret. In addition, the Company has taken reasonable steps (including, without limitation, entering into Confidentiality Agreements with all officers and employees of and consultants involved in the Company's business) to maintain the secrecy and confidentiality of and its proprietary rights in, all Intellectual Property and shall assign its rights under those Confidentiality Agreements to Buyer.
- (b) Part 3.20(b) of the Disclosure Schedule lists (i) all patents and patent applications and all registered copyrights, trade names, trademarks, service marks and other company, product or service identifiers included in the Intellectual Property, and specifies the

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**TRADEMAR** REEL: 002927 FRAME: 0157 jurisdictions in which each of the foregoing has been registered, including the respective registration numbers, and/or any application for any such registration has been filed; (ii) all licenses, sublicenses and other agreements as to which the Company is a party and pursuant to which the Company or any other Person is authorized to use any Intellectual Property; and (iii) all licenses under which the Company is or may be obligated to make royalty or other payments. Copies of all licenses, sublicenses and other agreements identified pursuant to clauses (ii) and (iii) above have been delivered by the Company to Buyer.

- (c) Except as provided under Part 3.20(c) of the Disclosure Schedule, the Company is not in violation in any material respect of any license, sublicense or agreement described in Part 3.20(b) of the Disclosure Schedule. As a result of the execution and delivery of this Agreement or the performance of the Company's obligations hereunder, neither the Company nor Buyer shall be in violation in any material respect of any license, sublicense or agreement described in such schedule.
- (d) the Company is the sole owner of all necessary right, title and interest in and to (free and clear of any liens, encumbrances or security interests) all non-public domain Intellectual Property necessary to fully exploit the Software and has full rights to the use, sale, license or disposal thereof. Except as expressly set forth in Schedule 3.20(b), no other Person has any rights with respect to any of the Intellectual Property, nor any rights which could in the future accrue to any third party, nor is any consent or approval of any third party needed to fully utilize and exploit the Software as presently configured.
- (e) Except as provided under Part 3.20(e) of the Disclosure Schedule, no claims with respect to the Intellectual Property have been asserted to the Company, or, to the Company's Knowledge, are threatened by any person, and the Company knows of no claims (i) to the effect that the Company infringes any copyright, patent, trade secret, or other intellectual property right of any third party or violates any license or agreement with any third party, (ii) contesting the right of the Company to use, sell, license or dispose of any Intellectual Property, or (iii) challenging the ownership, validity or effectiveness of any of the Intellectual Property.
- (f) To the Knowledge of the Company, all trademarks, service marks, and other company, product or service identifiers held by the Company are valid and subsisting worldwide.
- (g) To the Knowledge of the Company, and except as expressly set forth in Schedule 3.20(b), there has not been and there is not now any unauthorized use, infringement or misappropriation of any of the Intellectual Property by any third party. The Company has not been sued or, to the Company's Knowledge, charged as a defendant in any claim, suit, action or proceeding that involves a claim of infringement of any patents, trademarks, service marks, copyrights or other intellectual property rights that comprise the Intellectual Property. The Company does not have any infringement liability with respect to any patent, trademark, service mark, copyright or other intellectual property right of any third party insofar as the Intellectual Property is concerned.

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- (h) No Intellectual Property is subject to any outstanding order, judgment, decree, stipulation or agreement restricting in any manner the licensing thereof by the Company. The Company has not entered into any agreement to indemnify any other person against any charge of infringement of any Intellectual Property, except in the ordinary course of business. The Company has not entered into any agreement granting any third party the right to bring infringement actions with respect to, or otherwise to enforce rights with respect to, any Intellectual Property. The Company has the exclusive right to file, prosecute and maintain all applications and registrations with respect to the Intellectual Property developed or owned by the Company.
- (i) Except as set forth in Schedule 3.20(b), no person has a license to use or the right to acquire a license to use any future version of any product based on the Intellectual Property or any product based on the Intellectual Property that is under development, and no agreement to which the Company is a party will restrict Buyer from charging customers for any such new version or product.
- (j) The Software operates in compliance with the Company's specifications for the Software.
  - (k) All Intellectual Property of the Company will be delivered to the Buyer upon Closing.
- 3.21 <u>Certain Payments</u>. Since its inception, to the Knowledge of the Company, neither the Company nor any director, officer, agent, or employee of the Company, nor any other Person associated with or acting for or on behalf of the Company, has directly or indirectly (a) made any improper contribution, gift, bribe, rebate, payoff, influence payment, kickback, or other payment to any Person, private or public, regardless of form, whether in money, property, or services (i) to obtain favorable treatment in securing business, (ii) to pay for favorable treatment for business secured, (iii) to obtain special concessions or for special concessions already obtained, for or in respect of the Company or any Affiliate of the Company, or (iv) in violation of any Legal Requirement, (b) established or maintained any fund or asset that has not been recorded in the books and records of the Company.
- 3.22 <u>Restrictions on Business Activities</u>. Except as set forth on the Disclosure Schedule Section 3.22, there is no agreement (non-compete or otherwise), commitment, judgment, injunction, order or decree to which the Company is a party or otherwise binding upon the Company which has or reasonably could be expected to have the effect of prohibiting or impairing any business practice of the Company, any acquisition of property (tangible or intangible) by the Company or the conduct of the Company's business.

## 3.23 Disclosure.

(a) No representation or warranty of the Company in this Agreement and no statement in the Disclosure Schedule omits to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading.

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

INTER-TEL INTEGRATED SYSTEMS, INC.

By:

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izle:

MASTERMIND TECHNOLOGIES, INC.

By:

Name: Curtis Jones

Title: President and CEO

With respect to Sections 12.3, 13.5, 13.7, 13.8 and 13.15 only:

Curtis Jones, an individual

David Lowenstein, an individual

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## Section 3.20(b)(i) - MasterMind Technologies, Inc. - Intellectual Property

United States Patents	ited States Patents							
Patent No.	Inventor(s)	Title	<u>Issued</u>					
Inited States Patent Applie	Inited States Patent Applications							
Serial No.	Inventor(s)	<u>Title</u>	Filed					
Foreign Patents								
Patent No.	Inventor(s)	<u>Title</u>	ssued					
Foreign Patent Application	s							
<u>Serial No.</u>	Inventor(s)	<u>Title</u>	Filed					
United States Trademarks								
Registration No.	<u>Mark</u>	Classes	Granted 6 1					
1889707	MasterVox	Class 9 (U.S. CL. 38)	April '95					
United States Trademark A	pplications							
Serial No.	Mark	Classes	<u>Filed</u>					
State/Foreign Trademarks								
State/Country	Registration No.	<u>Mark</u>	Granted					
State/Foreign Trademark Applications								
State/Country	Serial No.	Mark	Filed					
United States Copyrights								
Registration No.	Author(s)	<u>Work</u>	<u>Type</u>					
United States Copyright Applications								
<u>Serial No.</u>	Author(s)	<b>Wo</b> tk	Type					
Foreign Copyrights								
Registration No.	Author(s)	Work	<u>Type</u>					
Foreign Copyright Applications								
Serial No.	Author(s)	Work	Type					
MMT Products								
Product Name	Type of Goods	Date of First Use	Licensor					

Products Product Name	Type of Goods	Date of First Use	Licensor		
MasterVox	Software	Date of Pilst Use	MMT	<u>License Date</u> MasterVox for NT -  Ongoing from 1997	Description Visual Service Creation Environment and runtime Engine for voice-communication services
		November 1993			•
MasterNet	Software & Hardware	December 1999 (PR & website)	MMT	Ongoing from 2000	Scalable hardware and software architecture and associated applications supporting highly scaled deployments of MasterVox applications
AOS	\$oftware	November 2000 (PR)	ММТ	Ongoing from 2000	Announcement Server MasterVox application specifically tallored to integrate with the HP OCMC softswitch product
ARGOS	Software	June 2001 (est)	ММТ	Ongoing from 2000	Voice Portal MasterVox application work in progress
EKKO	Software	December 2000 (sale)	MMT	Ongoing from 2000	Unified Communications MasterVox application
KARON	Software	36892	MMT	Ongoing from 2000	Pre-paid Communications MasterVox application
KLIO	Software & Hardware	September 2000 (website & direct mail campaign)	ММТ	Ongoing from 2000	General-purpose Digital Replay MasterVox application
CERES	Software	June 2001 (est)	MMT	Ongoing from 2000	Auto-Attendent MasterVox application, routes calls, provides user group partitions
TITAN	Software	June 2001 (est)	MMT	Ongoing from 2000	Voice Mail MasterVox application, scaled down version of EKKO UM - work in progress
MM7	Software & Hardware	Jul-99	MMT	Ongoing from 2000	SS7 Server to support multiple MasterVox engines sharing a single, redundant connection to the SS7 network
MasterGuard	Hardware	na	MMT	Ongoing from 2000	External Hardware T1/E1/LAN watchdog circuit with auto switchover to backup connection - prototype
l-Party Products/Co	mponents/Technology L	icensed or Acquired			Free Abe

Product Name Type of Goods

Communications Products

Licensor

<u>Date</u>

Description

Type of License Product

Telephony & (many)

Software & Hardware

Natural MicroSystems Corp.

Ongoing from 1992

Various voice and data network interface, conferencing, fax, and voice-processing hardware Payment per and related software

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	SS7-based Communications Products (many)	Software & Hardware	ADC NowNet	Ongoing from 1999	9 SS7 network interface hardware, SS7 software stack and APIs	One-Time Payment per Product
	Sentinel Concurrent Port Control Devices (CPCDs)	Software & Hardware	Rainbow Technologies	Ongoing from 1993	General-purpose software security hardware and software	d One-Time Payment per Product
	ECI Text-to-Speech Technology	Software	SpeechWorks, Inc. (formerly Eloquent Technology)	Ongoing from 2000	Host based text-to-speech engine and related software API	One-Time Runtime License Royalty
	Iplanet Messaging Server	Software	Iplanet (through Ingram Micro)	Ongoing from 2000	Email server software and related API	One-Time Payment per Product
	LDAP Driver	Software	Ingram Micro	Ongoing from 2000	Rick?	One-Time Payment per Product
	ASR 1500 Speech Recognition, TTS 3000 & RealSpeak Text-to-Speech Technology	Softwar <del>e</del>	Ļernout & Hauspie	Ongoing from 2000	Host-based speech-recognition and text-to- speech engines and associated APIs	One-Time Payment per Product; One-Time Runtime License
	Fax Cover Page Designer &	Software	Metasoft	Ongoing from 1997	General-purpose graphical fax cover-page	Royalty One-Time
	Print Driver				designer and related API, Windows printer driver for fax documents	Runtime License Royalty
	Speech Recognition Technology	Software	Nuance Communications	Ongoing from 2001	Host-based speech-recognition engine and associated APIs	Evaluation Stage
	H.323 & Related IP Software	Software	RADVision (through Natural MicroSystems)	Ongoing from 1999	H.323 software stack for VoIP and related API	One-Time Runtime License Royalty
	H.323, H.450 & Related IP Software	Software	RADVision	Ongoing from 2001	H.323 software stack and related extensions (e.g., H.450) and related API	One-Time Payment per Product; One-Time Runtime License Royalty
	Speech Recognition Technology	Software	SpeechWorks International	Ongoing from 2000	Host-based speech-recognition engine and associated APts	One-Time Payment per Product; One-Time Runtime License Royalty
	OS/2-based C++ & Other Software Development Tools & Operating Systems	Software	IBM Corp, Borland Software Corp, Zinc Software Corp, InterSolv Corp	1992 - 1999	Various compilers, software tools, libraries, drivers, and APIs for general purpose software development and database access	One-Time Payment per Product; Unlimited Runtime Licensing
	Windows-based C++, Java & Other Software Development Tools & Operating Systems	Software	Microsoft	Ongoing from 1996	Various compilers, software tools, libraries, drivers, and APIs for general purpose software dévelopment and database access	One-Time Payment per Product; Unlimited Runtime Licensing
	Unix-based Software Development Tools & Operating Systems	Software	Sun Microsystems	Ongoing from 2000	Various compilers, software tools, libraries, drivers, and APIs for general purpose software development and database access	One-Time Payment per Product; Unlimited Runtime Licensing
	Program Installation Software	Software	InstallShield	Ongoing from 1997	Installation software and APIs to facilitate product installation on Windows operating systems	One-Fime Payment per Product; Unlimited Runtime Licensing

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SocketTools Library -Software API for Custom DLL Dev

Software

Catalyst **Development** 

Ongoing from 1999 Windows socket API that abstracts POP, SMTP, FTP, and other network communications

Payment per Product; Unlimited

Runtime Licensing

Concurrent Port Control Device (CPCD) Security Software & API

Software & Hardware

Commetrex Corp. Ongoing from 1993 An API that layers on top of the Rainbow/Sentinel

API and provides remote license upgrade

features

One-Time Payment per Product; Unlimited Runtime Licensing

Key Technologies

Description Voice application design, integration, and implementation Protocol Integration Redundant LAN managément System Engineering

Trade Secrets

Description Core Software Products

Source Code Product Technical

Architecture & Detailed **Functional Descriptions** 

Product Enhancement and New Products Roadmaps

Complete Product Price List and Cost of Goods Sold

Νo

Complete Customer List

Disclosed to Others? <u>Date</u>

No

Yes, under signed

NDA

Yes. Partial

See NDA files

See NDA files

No

TRADEMARK CS

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RECORDED: 08/16/2004