

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

### RECORDATION FORM 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.

**1. Name of conveying party(ies)/Execution Date(s):**  
DA Consulting Group (USA), Inc.,  
formerly DA Consulting Group, Inc.

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

Citizenship (see guidelines) n/a

Execution Date(s) February 11, 2004

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other Deed of Assignment and Sale of Assets
- Merger
- Change of Name

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Dragon River Resources, Inc.

Internal Address: #27-01 UIC Building No. 5

Street Address: No.5 Shenton Way

City: Singapore

State: \_\_\_\_\_

Country: Singapore Zip: 068808

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship British Virgin Islands
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attachment

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Jacob D. Schwarz

Internal Address: Thoits, Love,  
Hershberger & McLean

Street Address: 245 Lytton Avenue  
Suite 300

City: Palo Alto

State: California Zip: 94301-1426

Phone Number: 650-327-4200

Fax Number: 650-325-5572

Email Address: j.schwarz@thoits.com

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

7

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-0373  
Authorized User Name Jacob Schwarz

9. Signature:   
Signature

September 9, 2004  
Date

Anne Senti-Willis  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 26

Documents to be recorded (including cover sheet) should be faxed to (703) 308-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$190.00 500373 2144704

## Attachment to Recordation Form Cover Sheet – Trademarks Only

Trademark Registration Nos.Item 4. B.:

1. Registration #2144704 Mark: DA CONSULTING GROUP
2. Registration #2393352 Mark: DA PASSPORT
3. Registration #2535386 Mark: FAST IMPLEMENTATION TOOLKIT
4. Registration #2537633 Mark: FAST IMPLEMENTATION TOOLSET
5. Registration #2593441 Mark: DACG
6. Registration #2596637 Mark: DA CONSULTING GROUP
7. Registration #2051031 Mark: DA FOUNDATION

**United States of America**  
**(Intellectual Property)**

**Deed of Assignment and Sale of Assets**

Date: February 11, 2004

Randy W. Williams, chapter 7 Trustee

**DA Consulting Group USA Inc.**

Assignor

**Dragon River Resources Inc.**

Assignee

DEED made the *11<sup>th</sup>* day of February 2004

**BETWEEN:**

**Randy W. Williams** chapter 7 Trustee of DA Consulting Group USA, Inc.; Case No. 03-48128, jointly administered chapter 7 case under Case No. 03-48131

**(the 'Assignor')**

**AND:**

**Dragon River Resources Inc.** incorporated in the British Virgin Islands where its registered office is at:  
c/- Morgan & Morgan Trust Corporation Ltd  
Road Town, Pasea Estate, Tortola.

**(the 'Assignee')**

**WHEREAS:**

1. The Assignor is the owner of certain assets (defined hereinafter as the "IP Assets") the details of which are set out in the Schedule to this Deed marked "A" and the Motion and Order approving sale attached hereto and marked "B"
2. The Assignor obtained an order of the United States Bankruptcy Court authorizing an auction of the IP (attached as "B"). Said auction was held, and Assignee was the high bidder. Pursuant to this assignment, all right title and interest of Debtor, DA Consulting USA, Inc. are to be transferred and assigned to Assignor.

**Definitions**

In this agreement, unless the context otherwise requires:

**Assets** means the Property and the IP.

**Auction Date** means the 3<sup>rd</sup> of February 2003.

**Completion** means the completion of the sale and purchase of the asset including performance by the seller of its obligations under clause 2;

**Completion Date** means the 10<sup>th</sup> of February or such other date as the parties may agree in writing.

**IP** includes, but is not limited to any and all rights, ownership, rights to transfer any registration, rights to register, the copyright, the moral rights, the authors rights, the patent rights and any other rights (as applicable) to all Assets owned by the Assignor described in the Schedule to this Deed marked "A" in the United States of America and wheresoever else in the world that the Assignor has rights as of the date the Bankruptcy Case was filed, December 29, 2003 to the assets and non-exclusively elsewhere.

**Property** means each of the assets as of December 29, 2003 individually and collectively of the Assignor not defined as IP including but not limited to those assets described in the Schedule to this Deed marked "A" wheresoever they are located.

**Purchase Price** means the amount specified in cl 3.

### **Interpretation**

In this deed unless the context otherwise requires:

- (1) words denoting the singular number includes the plural and vice versa;
- (2) words denoting any gender includes all genders;
- (3) where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase has corresponding meanings;
- (4) words denoting natural persons includes corporations and vice versa;
- (5) references to clauses and the schedule are to clauses of and the schedule to this deed;
- (6) headings are for convenience only and do not affect or control interpretation;

- (7) references to any party to this deed or any other deed or instrument includes the party's successors and permitted assigns;
- (8) references to any agreement or instrument includes references to such agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (9) references to dollars and '\$' are taken as referring to amounts in American currency.

**WITNESSETH:****1. AUTHORITY**

Pursuant to the Order Approving Sale attached hereto as B, the Assignor confirms that he is the duly appointed and qualified chapter 7 trustee for the Debtor and hereby conveys all interest of the Debtor in the assets identified herein to Assignee. Assignor further confirms that there has been no stay issued pending appeal or appeal taken of the Order Approving Sale and that same is final. The Trustee acknowledges and confirms that Assignee is a purchaser in good faith as that term is used in 11 U.S.C. § 363 (m).

**2. ASSIGNMENT AND TRANSFER**

Pursuant to and in consideration of the payment of \$62,000 the Assignor hereby:

- a) assigns to the Assignee all property, right, title and interest of the Assignor in the IP; and
- b) transfers to the Assignee all property, right, title and interest of the Assignor in the Property.

This sale, transfer and assignment is made "as is, where is" without representation or warranty by the Trustee as to, the condition of the Assets and/or Property, and/or the suitability of the Assets and/or Property for the purposes for which they are being purchased. It is the Trustee's intent to convey, transfer and assign all the of Debtor's interest in the Assets and/or Property as defined.

### 3. ASSIGNOR'S UNDERTAKINGS AND ACKNOWLEDGMENTS

The Assignor acknowledges that the consideration has been paid.

The Assignor undertakes not to sell, transfer, assign or otherwise deal in any way whatsoever in any jurisdiction wheresoever or purport to do any of those things with any IP, Assets or Property that is transferred and or assigned pursuant to this Agreement.

The Assignor undertakes to assist, in every reasonable way, the Assignee in any works, litigation, or any other procedure which the Assignee undertakes in order to prove its exclusive rights to use the IP or the Property.

### 4. EXECUTION OF FURTHER DOCUMENTS

The Assignor undertakes and agrees to execute all forms and documents so as to:

- a) enable the Assignee to apply for and obtain registration as the registered proprietor of the IP; and
- b) enable the Assignee to cancel the registration of any other registrations relating to the IP.
- c) Enable the novation to the Assignee by the Assignor of any existing partially or wholly executory contracts requested by the Assignee.

This undertaking is made on the strict condition that Assignee will bear all reasonable costs of the Assignor in complying with such request and that 7 days notice will be given prior to requiring any such further forms and documents.

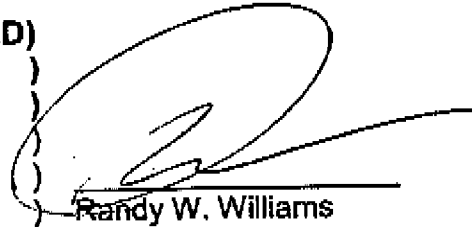
### 5. JURISDICTION

This Assignment is governed by the laws in force in the state of Texas in the United States of America.

The parties submit to the non-exclusive jurisdiction of the Bankruptcy Court of the Southern District of Texas, Houston Division where the Debtors case is pending.

IN WITNESS the Assignor and the Assignee have executed this Deed.

SIGNED SEALED AND DELIVERED)  
Randy W. Williams, chapter 7  
Trustee of DA Consulting USA, Inc. )



Randy W. Williams  
Chapter 7 Trustee

in the presence of:

Christina Millar

Witness

CHRISTINA MILLAR

Name

EXECUTED BY DRAGON RIVER )  
RESOURCES INC. )

\_\_\_\_\_  
Signature - Director

\_\_\_\_\_  
Signature - Director



**Schedule A**

1. the exclusive right in the United States and wheresoever else in the world that the Assignor has rights as of December 29, 2003 to the intellectual property and/or technology including but not limited to:
  - a. Passport,
  - b. Fast ED,
  - c. Learning Centre,
  - d. DIQ Lite (also known as Dynamic IQ Lite)
  - e. Dynamic IQ
  - f. WBT 4.6
2. the right to the DA Consulting Group name in the United States
3. the domain name DACG.com
4. the rights to the Houston telephone number and fax number
5. the customer list and rights to existing contract of the Debtor, and
6. a trade show booth located in the Debtor's offices.

**Schedule B**

**(attach a copy of the Emergency Motion to Approve an Auction for the Sale of Intellectual Property, Technology, Name, Customer Lists, Existing Contracts, Rights to Phone Numbers, A Trade Show Booth and Domain Name of the Estate and Order Approving Same**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

IN RE:

DA CONSULTING  
GROUP USA, INC.

Debtor.

§  
§  
§  
§  
§  
§

CASE NO. 03-48131-H2-7  
(Chapter 7)

**EMERGENCY MOTION TO APPROVE AN AUCTION FOR THE SALE  
OF INTELLECTUAL PROPERTY, TECHNOLOGY, NAME, CUSTOMER  
LISTS, EXISTING CONTRACTS, RIGHTS TO PHONE NUMBERS, A  
TRADE SHOW BOOTH AND DOMAIN NAME OF THE ESTATE**

IF YOU WANT A HEARING, YOU MUST REQUEST ONE IN WRITING AND YOU MUST RESPOND SPECIFICALLY TO EACH PARAGRAPH OF THIS PLEADING. YOU MUST FILE YOUR RESPONSE WITH THE CLERK OF THE BANKRUPTCY COURT WITHIN TWENTY DAYS FROM THE DATE YOU WERE SERVED AND GIVE A COPY TO THE PERSON WHO SENT YOU THE NOTICE; OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF.

IF A PARTY REQUESTS EMERGENCY CONSIDERATION, THE COURT MAY ACT EXPEDITIOUSLY ON THE MATTER. IF THE COURT ALLOWS A SHORTER RESPONSE TIME THAN TWENTY DAYS, YOU MUST RESPOND WITHIN THAT TIME. IF THE COURT SETS AN EMERGENCY HEARING BEFORE THE RESPONSE TIME WILL EXPIRE, ONLY ATTENDANCE AT THE HEARING IS NECESSARY TO PRESERVE YOUR RIGHTS. IF AN EMERGENCY HEARING IS NOT SET, YOU MUST RESPOND BEFORE THE RESPONSE TIME EXPIRES.

COMES NOW Randy W. Williams, chapter 7 Trustee of the above referenced bankruptcy estate (the "Trustee"), and files this Emergency Motion to Approve an Auction for the Sale of Intellectual Property, Technology, Name, Customer Lists, Existing Contracts, Rights to the Phone Numbers, Trade show Booth and Domain Name of the Estate and in support thereof would show this Honorable Court as follows:

**RELIEF REQUESTED**

1. The Trustee respectfully requests that the Court enter an order authorizing an auction for the sale of: 1) the exclusive right in the United States and nonexclusive

rights in other parts of the world to the intellectual property and/or technology known as Passport, Fast ED/Learning Center, DIQ Lite, and WBT 4.6.; 2) the right to the DA Consulting Group name in the United States; 3) the domain name DACG.com; 4) the customer list and rights to existing contracts of the Debtor; 5) rights to the Houston telephone number and fax number; and 6) a trade show booth located in the Debtor's offices to the highest bidder at an auction to be held February 3, 2004 at 10:00 a.m. at the offices of Thompson & Knight LLP.

#### GROUNDS FOR RELIEF

2. On December 29, 2003 the above referenced debtor filed chapter 7 bankruptcy and Randy W. Williams was appointed as chapter 7 Trustee.

3. In its Schedule B, the Debtor listed ownership of software licenses for DA Passport, WBT 4.6, Learning Center and DIQ Light. The value of these licenses is listed as "unknown." With the Debtor no longer in business, the software cannot be updated or serviced and as a result, it is likely that newer versions of much of the software is under development by competitors. With the passage of time and no expenditure for development and service, the software licenses could be rendered valueless.

4. The Trustee has received numerous offers for these assets. To date, the highest offer involves a \$17,500.00 payment at closing. In addition, the offer provides that the estate will receive ten per cent (10%) of product and technology revenue, net of sales taxes, for seven years from the date of closing, to be paid on a monthly basis of revenue received from the customer, with no maximum. Further the estate will receive one per cent (1%) of management and software consulting fees billed, for seven years

from the date of closing, to be paid on a monthly basis of gross revenue received from the customer, with no maximum.

5. The Trustee requests that the following requirements be used for the auction: 1) the minimum bid be set at the offer stated above; 2) for a party to be eligible to bid they must register and tender at the auction a cashier's check, certified check or cash for \$5000 payable to Randy W. Williams, Trustee; 3) the sale will close within 5 days of the Auction; 4) if the sale does not close within 5 days the second highest bid will be the backup bidder; to secure the assets the backup bidder will have to give the Trustee \$5000 within 3 days of being notified and close within 5 days of the tender of the \$5000. Further the Trustee requests that the auction be held on February 3, 2004 at 10:00 a.m. at the offices of Thompson & Knight LLP, located at 333 Clay St., Suite 3300 Houston, TX 77002. The Trustee does not object to a bidder participating by phone as long as the \$5000 registration fee is received before the auction.

6. The Trustee believes that a sale of the licenses and the right to use the domain name, phone numbers, customer list and corporation name upon the aforesaid terms and conditions would be in the best interest of this estate. The Debtor, a public company, has filed for bankruptcy. The foreign subsidiary in the United Kingdom has reportedly been placed in receivership. The Trustee has filed a Motion to Sell the stock of the Canadian subsidiary, and offers are being considered for the Australian subsidiary. The Trustee would prefer a longer marketing period, but that does not appear to be available given the lack of support for the software, the lack of funds for development, and the cessation of operations, with pending development of newer versions of the software. Given the choice of either selling the licenses, domain name and corporation

name on an emergency basis or losing any value by waiting, the Trustee's business judgment is that an immediate sale should occur.

7. The Debtor's schedules filed in this case do not indicate that there are any liens or encumbrances against the licenses, domain name, phone numbers, customer lists, trade booth or corporation name. While the Trustee is not aware of any liens encumbering these assets either, the buyer will take these assets subject to any pending claims.

8. The Trustee is not aware of any adverse tax consequences that would arise in relation to this sale.

9. The sale is set to close as soon as possible because of the declining value of the assets. An emergency exists based on the facts stated above. The bidders want to quickly purchase these licenses and other assets so that they will retain value and maximize the recovery of the Estate, otherwise, the assets will become outdated and have no value.

WHEREFORE, PREMISES CONSIDERED, Randy W. Williams, Trustee of the above estates prays that he be granted authorization to sell the software licenses for Passport, Fast ED/Learning Center, DIQ Lite, and WBT 4.6, the use of the domain name DACG.com, the customer lists and existing contracts, the telephone numbers, the trade show booth, and the corporation name, DA Consulting Group, USA Inc., on the aforementioned terms and for such other and further relief to which the Trustee may be entitled.

Dated: January 20, 2004.

Respectfully submitted,

/Randy W. Williams/

Randy W. Williams  
State Bar No. 21566850  
333 Clay St. Suite 3300  
Houston, TX 77002  
(713) 654-8111  
(713) 654-1871 facsimile

Of Counsel:

Thompson & Knight LLP

Attorneys for Randy W. Williams, Trustee

**CERTIFICATE OF SERVICE**

This is to certify that the undersigned caused a true and correct copy of the foregoing Motion to Authorize Sale was served upon the parties listed below by first class mail on this the 20<sup>th</sup> day of January, 2004.

/Randy W. Williams/  
Randy W. Williams



114

DA Consulting Group (USA), Inc 5847 San Felipe, Suite 1100 Houston, TX 77057
AETNA LIFE & CASUALTY P.O. BOX 21673 CHICAGO, IL 60673
AIR PRODUCTS 7201 HAMILTON BLVD. ALLENTOWN, PA 18195
ALLIED RISER OPERATIONS CORPOR P.O. BOX 132649 DALLAS, TX 75313
AMERICAN EXPRESS SUITE 0001 CHICAGO, IL 60679
AMERICAN EXPRESS ONE P.O. BOX 53618 PHOENIX, AZ 85027
ANN KURIAN 304 GAZEBO LANE LOMBARD, IL 60148
ASSESSMENT & REFERRAL ASSOCIATES 4606 FM 1960 WEST, SUITE 500 HOUSTON, TX 77069
B. K. PRASAD 3131 BRIDLETOWNE CIRCLE, SUITE 2205 TORONTO, ON M1W 2S9
BARRY SMITH 5217 OLD SPICEWOOD SPRINGS #2009 AUSTIN, TX 78731
BART A. BROWN, JR. CHAPTER 7 TRUSTEE 5050 NORTH 40TH ST. SUITE 200 PHOENIX, AZ 85018
BDO SELDMAN, LLP P.O. BOX 31001 PASADENA, CA 91110
BENSON, PEREZ MATOS, ANTALKLY P.O. BOX 790109, AT SAINT LOUIS, MO 63179
BOYLSTON PARTNERS 600 MADISON AVENUE NEW YORK, NY 10022
BRANDEE WARD 11606 GATESDEN DRIVE

TOMBALL, TX 77377
BRANDEE WARD P.O. BOX 1074 CYPRESS, TX 77410
BRIAN MCKEAN 82 BELLA VISTA ROAD EAST BRICK, NJ 08724
BUSINESS WIRE 44 MONTGOMERY ST. 39TH FL. SAN FRANCISCO, CA 94104
BYN INFORMATION SERVICES, INC. 925 PATTERSON PLANK ROAD SECAUCUS, NJ 07094
CENTRAL PARKING SYSTEM 5847 SAN FELIPE-GARAGE HOUSTON, TX 77057
CINGULAR WIRELESS P.O. BOX 650574 DALLAS, TX 75265
COLDWELL BANKER COMMERCIAL NRT 3701 TAMiami TRAIL NORTH NAPLES, FL 34103
COMPAQ FINANCIAL SERVICES CORP P.O. BOX 402582 ATLANTA, GA 30384
COPY COP ACCOUNTING 815 BOYALSTON STREET BOSTON, MA 02116
DA CONSULTING GROUP, INC. 1 PORTSOKEN STREET LONDON E1 887
DA CONSULTING GROUP, INC. 5405 ELINGTON AVENUE WEST, SUITE 113 TORONTO, ON CANADA M9C 5K6
DA CONSULTING GROUP, INC. 5847 SAN FELIPE, SUITE 1100 HOUSTON, TX 77057
DA CONSULTING GROUP, INC. P.O. BOX 1330 NORTH SYDNEY, NSW 2059 AUSTRALIA
DANKA OFFICE IMAGING 4388 COLLECTIONS CENTER DR.

CHICAGO, IL 60693
DAVID SWEARINGIN 5353 MEMORIAL DRIVE #1026 HOUSTON, TX 77007
DENISCO & ASSOCIATES 2401 FOUNTAIN VIEW DR. SUITE 850 HOUSTON, TX 77057
DIAGEO BUSINESS SERVICES 103 CORPORATE PARK DR. WHITE PLAINS, NY 10604
DUN & BRADSTREET 75 REMITTANCE DRIVE, SUITE 1804 CHICAGO, IL 60675
DUNBAR, HARDER & BENSON, L.L.P. ONE RIVERWAY, SUITE 1850 HOUSTON, TX 77056
EDGARFILINGS, LTD 2200 WEST LOOP SOUTH, SUITE 900 HOUSTON, TX 77027
ELAINE SABRIE 1545 S STATE ST. APT. 514 CHICAGO, IL 60605
EQUITY OFFICE PROPERTIES, LTD. P.O. BOX 844536 DALLAS, TX 75284
EQUITY RESIDENTIAL PROPERTY MG 5 LONGFELLOW PLACE BOSTON, MA 02114
EXABYTE P.O. BOX 120454 DALLAS, TX 75312
EXP@NETS 654 N. SAM HOUSTON PKWY, SUITE 200 HOUSTON, TX 77060
FEDERAL EXPRESS CORPORATION P.O. BOX 1140 MEMPHIS, TN 38101
FIRST CALL P.O. BOX 98490 CHICAGO, IL 60693
FIRST INSURANCE FUNDING CORP. 450 STROKIE BLVD., SUITE 1000 NORTHBROOK, IL 60062
FIRST INSURANCE FUNDING CORPORATION 8075 INNOVATION WAY

CHICAGO, IL 60682
FRANCISCO ESPINOZA 11 SUR 1101-5B PUEBLO, PU 72160
FRESH BREW GROUP-USA 11600 BIG JOHN BOULEVARD HOUSTON, TX 77038
FULBRIGHT & JAWORSKI L.L.P. 1301 MCKINNEY, SUITE 5100 HOUSTON, TX 77010
GAEDEKE LANDERS 12770 COIT RD. DALLAS, TX 75251
GE FINANCIAL ASSURANCE EMPLOYEE P.O. BOX 30603 HARTFORD, CT 06150
GENERAL DYNAMICS ARMAMENT AND TECHNICAL PRODUCTS 128 LAKESIDE AVE. BURLINGTON, VT 05401
GUNTHER FRITZE 84 SPOONER ROAD BROOKLINE, MA 02167
HOLZKNECHT UMALI, INC. 11511 KATY FREEWAY, SUITE 650 HOUSTON, TX 77079
HOT SHOT MESSENGER SERVICE P.O. BOX 701189 HOUSTON, TX 77270
HOUSTON INDEPENDENT SCHOOL DISTRICT P.O. BOX 4668 HOUSTON, TX 77210
HP SMARTBY P.O. BOX 2992 COLORADO SPRINGS, CO 80901
IBM CORPORATION P.O. BOX 841593 DALLAS, TX 75284
IDC P.O. BOX 3580 BOSTON, MA 02241
IKON OFFICE SOLUTIONS P.O. BOX 198727 ATLANTA, GA 30384-8727

INFO ACCESS, INC. 7777 GOLDEN TRIANGLE DRIVE EDEN PRAIRIE, MN 55344
INNOVATIVE COMMUNICATION SYSTE 4407 MONTEREY OAKS BLVD. BLDG. 1 AUSTIN, TX 78749
INTERCALL P.O. BOX 281866 CHICAGO, IL 60684
IOS CAPITAL, L.L.C. P.O. BOX 650016 DALLAS, TX 75265
ITELLIGENCE INNOVATIVE SOLUTIO 4555 LAKEFOREST DR. SUITE 310 RICHARDSON, TX 75080
JAMES R. WILKINSON 1917 MILFORD ST. HOUSTON, TX 77098
JASON HAMPTON 7601 RIALTO BLVD. #1727 AUSTIN, TX 78735
JAY A. PRESS, P.C. 100 CROSSWAYS PARK WEST, SUITE 106 WOODBURY, NY 11797
JOANNE COOLEY 4545 COOK ROAD # 1405 HOUSTON, TX 77072
JONATHAN SPRAGGS 188 EASE 80TH ST. APT. 2A NEW YORK, NY 10021
LIGHTYEAR P.O. BOX 742516 CINCINNATI, OH 45274
LINDA BASSETT 8201 HENRY AVE. APT. L4 PHILADELPHIA, PA 19128
MARY CHADWELL 1465 ST. GALLAN LANE LEWISVILLE, TX 75067
MATTHEW KLOSOWSKI 14800 MEMORIAL DRIVE #242 HOUSTON, TX 77079
MCI WORLDCOM COMM P.O. BOX 96022 CHARLOTTE, NC 28296
MELLYSA GRAY

15 EVERETT STREET, APT. 3W NEWPORT, RI 02840
MIKE COTTON 5847 SAN FELIPE, SUITE 3700 HOUSTON, TX 77057
MIND MELD, INC. 9520 TOPANGA CANYON BLVD., SUITE 102 CHATSWORTH, CA 91311
MORRIS, LENDAIS, HOLLRAH & SNOWDEN 1980 POST OAK STE. 700 HOUSTON, TX 77056
NICHOLAS HUTCHBINGS 6606 MAPLESHADE LN. APT. 24B DALLAS, TX 75252
NIGEL W.E. CURLET 6043 PARK CIRCLE DRIVE HOUSTON, TX 77057
NSTAR ELECTRIC P.O. BOX 4508 WOBURN, MA 01888
PC VISION, INC. 6220 WESTPARK, SUITE 101 HOUSTON, TX 77057
PEPPER, HAMILTON LLP 3000 TWO LOGAN SQUARE PHILADELPHIA, PA 19103
PITNEY BOWES CREDIT CORP P.O. BOX 85460 LOUISVILLE, KY 40285
PURCHASE POWER P.O. BOX 856042 LOUISVILLE, KY 40285
QUAN, BURDETTE & PEREZ, P.C. 5177 RICHMOND AVE. SUITE 800 HOUSTON, TX 77056
RANDY RIGGS 1406 NORTH CROSSING ALLEN, TX 75013
RANDYRIGGS 1406 NORTH CROSSING ALLEN, TX 75013
RCN P.O. BOX 828146 PHILADELPHIA, PA 19182

RONALD CHRISTOPHER, P.C. ONE PARK TEN PLACE, SUITE 175 HOUSTON, TX 77084
SARA BARATTA 40 LEE TERRACE SHORT HILLS, NJ 07078
SAWYER PRINTING COMPANY P.O. BOX 55605 HOUSTON, TX 77255
SHEILA WYNN 133 REGAL COURT LIMERICK, PA 19468
SMARTFORCE CORPORATION 900 CHESAPEAKE DRIVE REDWOOD CITY, CA 94063
SOUTHWEST BANK OF TEXAS P.O. BOX 27459 HOUSTON, TX 77227
SPRINT P.O. BOX 650270 DALLAS, TX 75265
SPRINT P.O. BOX 930331 ATLANTA, GA 31193
STATE COMPTROLLER 111 E. 17TH STREET AUSTIN, TX 78774-0100
STEPHEN COLLINS 3638 BANKS RUN LN. KATY, TX 77449
THOMAS LETCHFORD 13414 APPLE TREE HOUSTON, TX 77079
TOM LETCHFORD 12934 BUTTERGLY LN. HOUSTON, TX 77024
TWO ELM STREET ASSOC. ONE BALA AVE., SUITE 400 BALA CYNWYD, PA 19004
UCG P.O. BOX 17673 BALTIMORE, MD 21297
UNITEL, INC. P.O. BOX 567 CANTON, MA 02021
US Trustec

Office of the US Trustee 515 Rusk Ave Ste 3516 Houston, TX 77002
VAL PIERPONT WARWICK ON EDEN CUMBRIA, LO CA4 8PG
VEHAN SCHOLTZ 3101 LENA COURT WYLIE, TX 75098
VEHAN SCHOLTZ 6134 N. SHILOH RD. GARLAND, TX 75044
VINSON & ELKINS 2300 FIRST CITY TOWER HOUSTON, TX 77002
WATCH HOLDINGS, LLC/PRENTISS P 39300 CIVIC CENTER DR., SUTTE 150 FREMONT, CA 94538
WILLIAM CAROLAN 202 WILSON RD. TURNERSVILLE, NJ 08012
YVONNE WADE 10719 ROCKCREST DE. BELLAIRE, TX 77401
Charles E Long Morris Lendais et al 1980 Post Oak Blvd Ste 700 Houston, TX 77056



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

IN RE:

DA CONSULTING  
GROUP USA, INC.

Debtor.

§  
§  
§  
§  
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03-48128-7  
CASE NO. ~~03-48131-12-7~~  
(Chapter 7)

ORDER APPROVING AN AUCTION  
FOR SALE OF PROPERTY OF THE ESTATE

The Court finds that an emergency situation exists that justifies a hearing on, and determination of, the Trustee's Emergency Motion to Approve an Auction for the Sale of the Intellectual Property, Technology, Name, Customer List, Existing Contracts, Rights to the Phone Number, a Trade Show Booth and the Domain Name without further notice and opportunity to be heard. The Court finds that the Trustee's decision to sell and the Emergency Motion to Authorize the Auction for Sale of Property of the Estate are appropriate and in the sound exercise of the Trustee's business judgment. The emergency situation results from the imminent development of new software by competitors that would render the licenses, customer lists, and existing contracts at issue valueless.

Accordingly, the Emergency Motion to Approve Auction is GRANTED and it is ORDERED that Randy W. Williams, Trustee is authorized, empowered and directed to sell subject to any and all liens, claims, and encumbrances, if any, the exclusive right in the United States and nonexclusive rights in other parts of the world to the intellectual property and technology known as Passport, Fast ED/Learning Center, DIQ Lite, and WBT 4.6; the right to the DA Consulting Group name in the United States;

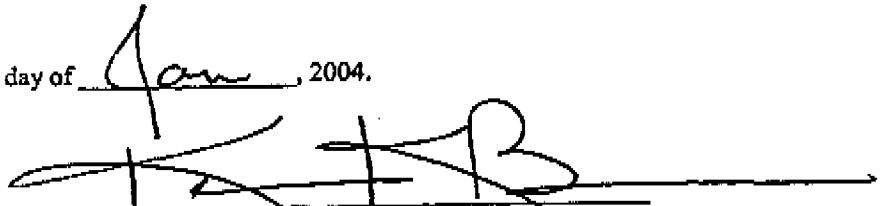
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the customer lists and right to existing contracts, rights to the Houston telephone number and fax number, a trade show booth and the domain name DACG.com in an auction to the highest registered bidder. It is further

ORDERED that the auction will take place on February 3, 2004 at 10:00 a.m. in the Houston office of Thompson & Knight LLP. It is further

ORDERED that to participate in the sale a party will have to register an dtender at the auction a cashier's check, certified check or cash for \$5000 payable to Randy W. Williams, Trustee. The sale will have to close within 5 days of the auction. If the sale does not close the second bidder will be considered the winner and will have to tender \$5000 within 3 days of notification and close within 5 days of tendering the \$5000.

SIGNED this 28 day of Jan, 2004.



UNITED STATES BANKRUPTCY JUDGE