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08-11-2004

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Texon UK Limited
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Foreign company registered in
Other England and Wales
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Crispin Systems Limited
Internal Desford Hall
Address:
Leicester Lane, Desford
Street Address:
City: Leicestershire, LE9 9JJ UK
State:
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Foreign company registered in
Other England and Wales
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: December 10, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1,990,744
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Stacey C. Friends, Esquire
Internal Address:
RUBERTO, ISRAEL & WEINER, P.C.
Street Address: 100 North Washington Street
6th Floor
City: Boston State: MA Zip: 02114

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41): \$40.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 501715
(Attach duplicate copy of this page if paying by deposit account)

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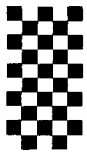
9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Stacey C. Friends
Name of Person Signing Signature Date August 3, 2004
Total number of pages including cover sheet, attachments, and document: 45

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

08/11/2004 6TON11 00000006 501715 1990744

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TRADEMARK REEL: 003024 FRAME: 0313



DESIGNATION OF DOMESTIC REPRESENTATIVE

Crispin Systems Limited hereby designates Stacey C. Friends, Esquire, Ruberto, Israel & Weiner, P.C., 100 North Washington Street, Boston, Massachusetts 02114, as its Domestic Representative upon whom notice of process in proceedings affecting its trademarks may be served.

CRISPIN SYSTEMS LIMITED

By: *Rob Wayte*

Name: Rob Wayte

Title: Director

Date: *29/07/2004*

WL

Business Sale Agreement

- (1) Texon UK Limited
- (2) Crispin Systems Limited

Dated *10 December* **2003**

Osborne Clarke

Hillgate House
26 Old Bailey
London
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Draft •/10 December 2003/556878_1.DOC

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Thames Valley

Contents

1.	Definitions and interpretation	2
2.	Sale and Purchase	9
3.	Consideration	9
4.	Completion.....	10
5.	Risk and Apportionments	11
6.	Book Debts and Creditors.....	11
7.	Employees.....	11
8.	Transitional Arrangements.....	13
9.	Post Completion.....	13
10.	Contracts	14
11.	Apportionments.....	15
12.	Restrictive covenants	15
13.	Warranty Provision	17
14.	Successors and Assigns.....	17
15.	Variation	17
16.	Costs.....	17
17.	Severance	17
18.	Further Assurance	17
19.	Waivers	18
20.	Value Added Tax	18
21.	Contracts (Rights of Third Parties) Act 1999	18
22.	Counterparts.....	19
23.	Confidentiality	19
24.	Default interest.....	19
25.	Announcements.....	20
26.	Entire Agreement	20
27.	Relevant Law	20
28.	Notices	20
	SCHEDULE 1 - EMPLOYEES	23
	SCHEDULE 2.....	24
	Plant and Equipment.....	24
	SCHEDULE 3.....	33
	Excluded Assets	33
	SCHEDULE 4.....	34
	Intellectual Property	34
	SCHEDULE 5.....	37
	Products : Part I.....	37
	Products Part 3	39
	CRISPIN Dynamics Hardware Products.....	39
	SCHEDULE 6.....	40
	SCHEDULE 6.....	40
	(Tenancy at Will)	40

Between:

- (1) **TEXON UK LIMITED** (a company registered in England and Wales number 63772) whose registered office is at 100 Ross Walk, Belgrave, Leicester LE4 5BX, England ("the Seller"); and
- (2) **CRISPIN SYSTEMS LIMITED** (a company registered in England and Wales number 04981601) whose registered office is at The Corn Exchange, Baffins Lane, Chichester, West Sussex PO19 1GE ("the Buyer")

Recitals:

- (A) The Seller operates an international business supplying, whether directly or through agents or distributors, CAD computer programmes and related equipment for use in the design and manufacture of boots, shoes and related products.
- (B) The Seller has agreed to sell and the Buyer has agreed to purchase the Business (as hereinafter defined) together with the Transferred Assets relating thereto upon the terms and subject to the conditions below.

It is agreed as follows:

1. **Definitions and interpretation**

- 1.1 In this Agreement, unless the context otherwise requires, the following words have the following meanings:

"Agreed Form" any document, not set out in this Agreement but which is referred to as being agreed and a copy of which is attached hereto;

"Business" the business hitherto carried on by the Seller under the name "CRISPIN DYNAMICS" of (a) obtaining CAD computer software, whether by creation "in-house" or under subcontract as well as by acquisition or licence from third parties, and forming part of the Products, (b) obtaining computer hardware and peripherals, whether by manufacture "in-house" or under subcontract or by acquisition from third parties, and forming part of the Products, and holding inventory of such hardware and peripherals for the purpose of supplying such to customers, (c) selling or otherwise supplying the Products to customers engaged or intending to

become engaged in the business of manufacturing boots and shoes or parts thereof, and (d) maintaining and upgrading the Products for such customers;

"Business Day"

any day (other than Saturdays and Sundays) on which banks in the City of London are open for business;

"Business Information"

other than Excluded Assets all information, know-how and techniques in the possession of the Seller (whether or not confidential and in whatever form held) including computer software, source codes and technical drawings, specifications and computer programs which relate solely to:

- (i) all or any part of the Business, the Products and Transferred Assets;
- (ii) any products manufactured and/or sold or services rendered by the Business;
- (iii) any formulae, designs, specifications, drawings, data, manuals or instructions relating to the Business;
- (iv) the operations, management, administration or financial affairs of the Business (including any business plans or forecasts, information relating to future business development or planning information relating to litigation or legal advice); and
- (v) the sale or marketing of any of the products manufactured and/or sold or services rendered by the Business including without limitation, all customer names and lists, sales and marketing information (including target sales and market share statistics, market surveys and reports on research);

"Business Name"

"CRISPIN DYNAMICS";

"Buyer's Solicitors"

Thomas Eggar of The Corn Exchange,
Baffins Lane, Chichester, West Sussex,
PO19 1GE;

"Charge"

a charge over certain assets of the Buyer in
the Agreed Form;

"Completion"

means the date of completion of the sale
and purchase of the Business under this
Agreement;

"Computer System"

means all computer hardware, software and
networks owned by the Business including
all source code and object code, all
software engines routines and programmes,
all hard discs, floppy discs, compact discs,
terminals, platforms, arrangements relating
to the provision of maintenance and
support, security, disaster recovery,
facilities management, bureau and on-line
services to the Business but excluding the
Products;

"Consideration"

the purchase price payable by the Buyer to
the Seller for the Business and Transferred
Assets;

"Contracts"

all contracts relating to the Business
including but not limited to maintenance
and support agreements, licence
agreements (including third party licence
agreements) subcontract development
agreements, distribution and agency
agreements which relate to any of the
Products and in particular those listed in
Schedule 5;

"Creditors"

the aggregate amount due to trade and
other creditors of the Seller in relation to
the Business as agreed between the Buyer
and the Seller at Completion including
accrued charges and trade and other bills
payable (whether or not yet due and
payable) at the Effective Date but
excluding customer's repayments;

"Debtors"

the aggregate amount due from trade and
other debtors of the Seller in relation to the
Business as agreed between the Seller and
the Buyer at Completion including

payments in advance to suppliers of the Seller and trade and other bills receivable at the Effective Date;

- "Effective Date"** the close of business on the date of this Agreement;
- "Employees"** all the employees of the Seller engaged in the Business at the date of this Agreement whose names are set out in Schedule 1A, and "Employee" means any of them;
- "End Date"** 27 February 2004 or the date the Buyer moves to new business premises (if earlier);
- "Excluded Assets"** those assets of the Seller listed in Schedule 3;
- "Goodwill"** the goodwill of the Seller in relation to the Business including the exclusive right of the Buyer to trade under the Business Name and to carry on the Business in succession to the Seller including but not limited to the right to all lists of customers and suppliers of the Business;
- "Holding Company"** any holding company within the meaning of Section 736 and 736A, Companies Act 1985 and any parent undertaking within the meaning of section 258 and 259, Companies Act 1985 from time to time;
- "Intellectual Property"** means all industrial and intellectual property rights owned by the Seller and used exclusively in the Business including patent, know-how, registered and unregistered trade marks and service marks (including any trade, brand or business names, domain names, registered designs, design rights, utility models) copyright (including all such rights in the Business Information), moral rights and topography rights (in each case for the full period thereof and all extensions and renewals thereof), applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world and any similar rights situated in any country (including without limiting the generality of the foregoing, those specified in

Schedule 4);

- "Liabilities"** the liabilities of the Seller outstanding at Completion (excluding those liabilities which the Buyer shall have expressly agreed to assume or to be responsible for);
- "Overseas Employee"** all the employees of the Seller carrying out duties in relation to the Business at the date of this Agreement whose names are set out in Schedule 1B, and **"Overseas Employee"** means any of them;
- "Permitted Use"** means the use of the Property as offices with ancillary storage;
- "Plant and Equipment"** the plant, equipment, furniture, chattels and other assets owned by the Seller and used exclusively in the Business including without limitation those specified in Schedule 2 but excluding for the avoidance of doubt the Products and the Computer System or any part thereof;
- "Products"** the CAD computer programmes listed in Schedule 5 Parts I and II and the computer hardware and peripherals listed in Schedule 5 Part III;
- "Property"** the property forming part of the 3rd floor of 100 Ross Walk, Leicester as the same is occupied by the Seller's Group on the date of this Agreement;
- "Records"** means the books, accounts, lists of customers, credit reports, price lists, cost records, catalogues, customer maintenance records, advertising and all the other documents, papers and records (however stored) of the Seller relating solely to the Business or any of the Transferred Assets excluding the Excluded Assets;
- "Resolution"** a resolution in the Agreed Form of the shareholders of Crispin Dynamics Limited (registered in England No. 04641378) resolving to change the name of that company;
- "Retained Businesses"** the businesses of Texon, Texon UK, Texon

International, IVI Metallics, Tufflex, Formo, Acquiline and any other associated businesses, distributors and agents of the Seller or any member of the Seller's Group in the same business as those referred to above;

"Retained Names"

means all business, trading and company names used in connection with the Business, other than the Business Name, including without limitation, when used as or forming part of or as an abbreviation of such a name, Texon and Texon International;

"Retained Trademarks"

all registered and unregistered trademarks owner or used by the Seller's Group except for those listed in Schedule 5;

"Sellers Group"

the Seller, the Seller's Holding Company and any Subsidiaries of any such Holding Company;

"Sellers Solicitors"

Osborne Clarke of Hillgate House, 26 Old Bailey, London EC4M 7HW;

"Stock and Work in Progress"

stocks of goods purchased for resale, raw materials and promotional material, all used or intended for use exclusively in the Business, together with completed and partly completed Products, as the same shall stand at Completion;

"Subsidiaries"

means a subsidiary for the purpose of the Companies Act 1985;

"Tenancy at Will"

means the tenancy at will in respect of the Property in the Agreed Form as set out in Schedule 6;

"Transferred Assets"

the Business Information, the Debtors, the Goodwill, the Intellectual Property, the Plant and Equipment, the Records, the Stock and Work in Progress, the Contracts, the Products, and Computer System, and all intangible assets and choses in action of the Seller relating exclusively to the Business not specifically referred to including the benefit of contracts and all moveable assets of the Seller employed

exclusively in the Business at Completion but excluding the Excluded Assets;

- "TUPE Regulations"** the Transfer of Undertakings (Protection of Employment) Regulations 1981 (including any similar legislation relating to the protection and/or preservation of employment existing in overseas jurisdictions in which any Employees are employed);
- "VAT"** Value Added Tax or any similar tax from time to time replacing it; and
- "VATA"** the Value Added Tax Act 1994 and references to the VATA shall include all statutes, laws, regulations, notices, directions or similar provisions, relating to value added tax and any value added, turnover, sales, purchase or similar tax of the United Kingdom or of any other jurisdiction and references to value added tax shall be construed accordingly.

1.2 In this Agreement, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to a statute or statutory provision includes:
- (i) any subordinate legislation (as defined in Section 21(1), Interpretation Act 1978) made under it;
 - (ii) any repealed statute or statutory provision which it re-enacts (with or without modification); and
 - (iii) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it ;
- (c) a reference to:
- (i) any party includes its successors in title and permitted assigns;
 - (ii) a "person" includes any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality);
 - (iii) clauses and schedules are to clauses and schedules of this Agreement and references to sub-clauses and paragraphs are references to

sub-clauses and paragraphs of the clause or schedule in which they appear;

- (iv) any provision of this Agreement is to that provision as amended in accordance with the terms of this Agreement; and
- (v) "**indemnify**" and "**indemnifying**" any person against any circumstance include indemnifying and keeping him harmless from all actions, claims and proceedings from time to time made against him and all loss or damage and all payments, costs or expenses made or incurred by that person as a consequence of or which would not have arisen but for that circumstance;
- (d) except as set out in sub-clause 1.1, terms defined in the Companies Act 1985 have the meanings attributed to them by that Act;
- (e) the table of contents and headings are for convenience only and shall not affect the interpretation of this Agreement;
- (f) general words shall not be given a restrictive meaning:
 - (i) if they are introduced by the word "other" by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing; or
 - (ii) by reason of the fact that they are followed by particular examples intended to be embraced by those general words;
- (g) where any liability or obligation is undertaken by 2 or more persons, the liability of each of them shall be joint and several.

2. **Sale and Purchase**

- 2.1 Subject to the terms and conditions of this Agreement the Seller shall sell with full title guarantee and the Buyer shall purchase the Transferred Assets as at and with effect from the Effective Date.
- 2.2 The Buyer shall take over and in all respects assume responsibility for the management of the Business with effect from Completion.
- 2.3 Title in, and risk of loss or damage to, the Transferred Assets shall pass to the Buyer on Completion. From Completion the Seller shall hold the Transferred Assets on trust for the Buyer absolutely until they shall have been delivered, formally transferred or assigned to the Buyer, and shall act in accordance with the Buyer's reasonable instructions and at the Buyer's cost in respect of any Transferred Asset which it so holds as trustee and the Buyer shall indemnify the Seller accordingly.

3. **Consideration**

- 3.1 Subject to clause 4, the Consideration for the sale of the Transferred Assets is:

- (a) the payment by the Buyer to the Seller of the sum of [REDACTED] in cash on Completion (the "Initial Consideration"); and
- (b) the payment by the Buyer to the Seller of the sum of [REDACTED] in cash by telegraphic transfer to the Seller's account at Barclays Bank plc, account number 50346853, sort code 20-00-00 in three monthly instalments of [REDACTED] to be made on the date one calendar month after Completion, [REDACTED] to be made on the date two calendar months after Completion and [REDACTED] to be made on the date three calendar months after Completion or, if earlier, on the End Date (the "Deferred Consideration").

3.2 In addition, the Buyer shall assume the burden of the Creditors and the Contracts and any liabilities associated with them.

3.3 All sums payable under this Agreement are (unless expressly stated otherwise) exclusive of any VAT, stamp duty, transfer fees or other imposts, which, if payable, shall be borne by the Buyer.

4. Completion

4.1 This Agreement shall be completed simultaneously with execution of this Agreement and shall take place at the offices of the Seller's Solicitors or such other venue as is mutually agreed between the parties.

4.2 On Completion:

- (a) the Seller shall grant to the Buyer a tenancy at will in respect of the Property on the terms of the Tenancy at Will;
- (b) the Seller shall permit the Buyer to enter into and take possession of the Business and shall deliver or cause to be delivered to the Buyer:
 - (i) if prepared by and at the cost of the Buyer, duly executed agreements in Agreed Form for the assignment or novation of the benefit of the Contracts to the Buyer, or as the Buyer shall direct and all the requisite consents and licences for such assignments;
 - (ii) duly executed assignments in Agreed Form to vest the Goodwill and the Debtors in the Buyer to be prepared by and at the cost of the Buyer;
 - (iii) the Transferred Assets which are capable of transfer by delivery;
 - (iv) any instruments of transfer which the Buyer may reasonably require to vest title in the Transferred Assets, subject to such documents being prepared by and at the cost of the Buyer, (including, without limitation, transfers, conveyances and assignments) together with all deeds and documents of title relating to the Transferred Assets to be prepared by and at the cost of the Buyer;
 - (v) releases from the holders of all outstanding charges over the Business and/or any of the Transferred Assets; and

- (vi) a duly executed print of the Resolution; and
- (c) when the Seller has complied with the provisions of sub-clauses (a) and (b) the Buyer shall
 - (i) deliver or cause to be delivered to the Seller the Charge, duly executed by the Seller; and
 - (ii) pay the Initial Consideration to the Seller by telegraphic transfer to the client account of the Seller's Solicitors at NatWest Bank plc, account number 00708542, sort code 56-00-05.

5. Risk and Apportionments

- 5.1 All profits and receipts of the Business (other than profits earned or receivable in respect of work in progress) and all losses and outgoings incurred or payable by the Business up to the Effective Date shall belong to, and be paid and discharged by, the Seller.
- 5.2 All profits and receipts of the Business and all losses and outgoings incurred or payable by the Business as from the Effective Date shall belong to, and be paid and discharged by, the Buyer.
- 5.3 This Agreement shall not have the effect of making the Buyer liable under any guarantees or warranties given by the Seller to customers in relation to goods sold or services rendered by the Seller prior to the Effective Date, the liability for which shall remain with the Seller.

6. Book Debts and Creditors

- 6.1 The Buyer shall acquire the book debts relating to the Business comprised in the Debtors.
- 6.2 The Buyer shall pay the Creditors promptly as and when they fall due for payment, and shall indemnify the Seller against all costs, claims, losses, liabilities and expenses whatsoever arising out of or in connection with the Buyer's failure to pay the Creditors in accordance with this clause.
- 6.3 In the event that either the Buyer or Seller (or any member of the Seller's Group or any of them) shall receive any payment that should properly have been made to the other, such Party shall forthwith transfer such payment to the other.

7. Employees

- 7.1 The parties acknowledge and agree that, pursuant to the TUPE Regulations, the contracts of employment between the Seller and each of the Employees will have effect from Completion as if made originally made between the Buyer and each Employee.

- 7.2 The Seller shall indemnify and keep the Buyer indemnified against all costs, claims, losses, liabilities and expenses which the Buyer may incur in relation to any Employee or any other person employed in the Business prior to Completion:
- (a) arising out of or in connection with a dismissal by the Seller of any employee and which the Buyer may incur pursuant to the TUPE Regulations; and
 - (b) arising out of the Seller's failure to discharge its duty to consult with its Employees in accordance with Regulation 10 of the TUPE regulations.
- 7.3 The indemnity in clause 7.2 is given provided always that the Buyer shall notify the Seller of any claims by any Employees as soon as reasonably practicable and shall allow the Seller to conduct or control the defence to such claims and any settlement negotiations and the Buyer shall provide such co-operation as the Seller may reasonably require in this respect.
- 7.4 The Seller shall indemnify and keep the Buyer indemnified against all costs, claims, losses, liabilities and expenses which the Buyer may incur in relation to any claim made by any representative of a trade union recognised by the Seller or by any candidate for election or representative of the Seller's employees who is elected by the Seller's employees either for the purposes of any Workforce Agreement (as that term is defined in the Working Time Regulations) or for any other purpose for which representatives of the Seller's employees are elected arising out of or in connection with any act or omission by the Seller or any other event, matter or circumstance occurring prior to Completion.
- 7.5 The Buyer shall indemnify and keep the Seller indemnified against all costs, claims, losses, liabilities and expenses whatsoever arising out of or in connection with:
- (a) any claim made at any time against the Seller by or on behalf of an Employee arising from any material change to the Employee's terms and conditions and/or working relationship to the detriment (including, for the avoidance of doubt but without limitation to the foregoing, any change in relation to pension provisions save for occupational pension provisions) of the Employee where such change has been proposed by or is causally linked to the Buyer or any of its agents or employees and which is to take effect after Completion;
 - (b) save as provided in clause 7.2(a) any claim made by or on behalf of any Employee which relates to his employment by the Buyer on or after Completion;
 - (c) the employment or termination of employment of any Employee on or after Completion;
 - (d) any change in the working conditions of any Employee on or after Completion;
 - (e) save as provided in clause 7.2(a), the Buyer succeeding the Seller as employer of the Employees pursuant to the TUPE regulations; and
 - (f) any claim arising out of the Buyer's failure to discharge its duty under Regulation 10 of the TUPE regulations.

- 7.6 The indemnities in clause 7.5 are given provided always that the Seller shall notify the Buyer of any claims by any Employees as soon as reasonably practicable and shall allow the Buyer to conduct or control the defence to such claims and any settlement negotiations and the Seller shall provide such co-operation as the Buyer may reasonably require in this respect.
- 7.7 As soon as reasonably practicable after Completion the parties shall together deliver to the Employees a letter, in the agreed form, between them notifying the Employees of the transfer of their employment to the Buyer.
- 7.8 The Seller shall indemnify and keep the Buyer indemnified against all costs, claims, losses, liabilities and expenses that the Buyer may incur in relation to any Overseas Employee arising out of or in connection with the Sellers employment of any Overseas Employees up to Completion.
- 7.9 The Buyer shall indemnify and keep the Seller indemnified against all costs, claims, losses, liabilities and expenses whatsoever arising out of or in connection with:
- (a) any claim made at any time against the Seller by or on behalf of an Overseas Employee arising from any material change to the Overseas Employee's terms and conditions and/or working relationship to the detriment of the Overseas Employee where such change has been proposed by or is causally linked to the Buyer or any of its agents or employees and which is to take effect after Completion;
 - (b) any claim made by or on behalf of any Overseas Employee that relates to his employment by the Buyer on or after Completion; and
 - (c) the employment or termination of employment of any Overseas Employee on or after Completion.

8. Transitional Arrangements

Computer Access

From the date of this Agreement up to and including the End Date, the Seller undertakes to use all reasonable endeavours to provide the Buyer with reasonable access, at no charge but indirectly using one of the Seller's employees to the computer records of the Seller relating to the previous five years dating from the date on which such access is given, for the sole purpose of accessing any Business Information and Records not delivered at Completion.

9. Post Completion

9.1 Immediately after the Effective Date Date:

- (a) the Seller shall wholly discontinue carrying on the Business; and
- (b) the parties shall, at the expense of the Buyer, send to the suppliers and customers of the Business letters in a form agreed between them.

- 9.2 For a period of 6 months after the Effective Date, the Seller shall, upon receipt, forward to the Buyer any notices, correspondence, information or enquiries that relate to the Business.
- 9.3 The Seller shall preserve or procure the preservation of all books, documents and records relating to the Business in respect of the period prior to Completion which it retains following Completion for a period of 5 years, and shall allow, upon being given reasonable notice and during business hours, the Buyer and/or its agents, access to, and at its own expense to take copies of them from the date of Completion until the End Date.
- 9.4 If one party receives any monies after Completion that belong to the other party, the recipient shall (subject to any provisions to the contrary contained in this Agreement) hold them on trust for and account to that other party for them within 5 Business Days of receipt.
- 9.5 Immediately following Completion the Seller undertakes to use its reasonable endeavours to file a form 403(a) with the Registrar of Companies notifying the Registrar of the full satisfaction of fixed and floating charges dated 15 November 2001, 28 July 2003(charge over receivables) and 28 July 2003 (charge over intellectual property) in favour of Barclays Bank plc over certain assets of the Seller.

10. **Contracts**

- 10.1 With effect from Completion, the Buyer shall assume the obligations, and become entitled to the benefits, of the Seller under the Contracts.
- 10.2 The Seller undertakes with effect from Completion to assign to the Buyer or to procure the assignment of all of the Contracts that are capable of assignment without the consent of other contractual parties.
- 10.3 If any Contract cannot be assigned by the Seller to the Buyer except by an agreement of novation or with a consent to assignment or without the assignment constituting an event of default or termination, no assignment takes place by virtue of this Agreement until legally able to do so, but:
- (a) the Seller and the Buyer shall (at the request of the Buyer) together take all reasonable steps to procure that the Contract be novated or to obtain the consent or waiver to the event of default or to the termination;
 - (b) unless or until the Contract has been novated or assigned or the provision waived, the Seller shall hold it on trust for the Buyer;
 - (c) the Buyer shall, at its own cost and for its own benefit, perform the Seller's obligations under the Contract arising after the Effective Date and shall carry out and complete it (or shall procure that it is carried out and completed), to the extent that it has not previously been carried out or completed, in the ordinary course in a proper and workmanlike manner and in accordance with its respective terms; and

- (d) unless the Buyer is prevented by the other party to the contract from performing it, the Buyer shall indemnify the Seller against the defective or negligent performance or non-performance of the Contract.

10.4 If prior to the Effective Date, the Seller has sub-contracted the performance of any Contract to any person, the Buyer shall, on behalf of the relevant customer, seek or accept delivery from such person of the goods or other products or services in respect of which that Contract was made and shall make it available to, or for collection by, such customer.

Computer Systems

10.5 The provisions of clauses 10.2 and 10.3 shall apply mutatis mutandis to licences of software comprised in the Computer System, provided that the parties acknowledge that to the extent that any licences cannot be assigned or novated without costs being payable to the licensor, the Seller shall not be required to take any further action in respect of such licence and the Buyer shall bear the cost of seeking any replacement rights or licence it may deem necessary.

11. Apportionments

All apportionments and accruals shall be dealt with as follows:

- (a) all charges and outgoings and costs of a periodic nature payable in respect of the Business or any of the Transferred Assets and which are chargeable by reference to a period commencing before and ending after the Effective Date; and
- (b) all sums receivable in respect of the Business or any of the Transferred Assets which relate to a period commencing before and ending after the Effective Date

shall be apportioned on a time basis pro rata.

12. Restrictive covenants

12.1 In order to assure to the Buyer the full benefit of the Business and the Goodwill, the Seller, for itself and on behalf of the other members of the Seller's Group, undertakes with the Buyer that without the prior written consent of the Buyer (which is not to be unreasonably withheld or delayed) no member of the Seller's Group shall, either alone or in conjunction with or on behalf of any other person, do any of the following things:

- (a) within 2 years after Completion carry on or be engaged, concerned or interested in (except as a holder of shares in a listed company which confer not more than one per cent of the votes which could normally be cast at a general meeting of that company) any business in the United Kingdom, Europe and Asia which competes with any material part of the Business as now carried on;
- (b) except in the circumstances referred to in clause 23 (Confidentiality), disclose to any other person any information which is secret or confidential to the

business or affairs of the Business or use any such information to the detriment of the Business for so long as that information remains secret or confidential;

- (c) within 2 years after Completion solicit or seek to entice away, any Employee whether or not such person would commit a breach of his contract of employment by reason of leaving the service of the Buyer; or
- (d) within 2 years after Completion accept orders from any person to whom the Business has sold its goods or services in the 12 months before Completion in respect of similar goods or services.

12.2 The Buyer covenants with the Seller that whether alone or jointly with any other person, and whether directly or indirectly, that it shall not at any time during the period of two years from the date of this Agreement:-

- (a) compete directly or indirectly with the Retained Business carried on by the Seller in the United Kingdom, Europe and Asia;
- (b) solicit or endeavour to entice away from, or discourage from dealing with the Seller, any person who was, at any time during the period of one year preceding the date of this Agreement, a manufacturer or supplier, customer or client of the Seller for the purpose of providing goods or services that compete with the Retained Business;
- (c) solicit or endeavour to entice away from or discourage from being employed by the Seller any employee who was, at any time during the period of one year preceding the date of this Agreement, employed by the Seller in the Retained Business.

12.3 The Buyer covenants with the Seller that whether alone or jointly with any other person, and whether directly or indirectly, that it shall not do any of the following:

- (a) except in the circumstances referred to in clause 23 (Confidentiality), disclose to any other person any information which is secret or confidential to the business or affairs of the Seller or use any such information to the detriment of the Seller's retained businesses for so long as that information remains secret or confidential;
- (b) use the Retained Names or any presentation or application of it, whether in terms of packaging, get-up or otherwise or anything similar to it or capable of being confused with it.

12.4 Each undertaking contained in sub-clauses 12.1 to 12.3 shall be construed as a separate and independent undertaking. If any of those undertakings is determined to be unenforceable in whole or in part, its unenforceability shall not affect the enforceability of the remaining restrictions or (in the case of restrictions enforceable in part) the remainder of that restriction.

13. **Warranty Provision**

13.1 The Seller represents and warrants to the Buyer that each of the Transferred Assets is owned both legally and beneficially by the Seller free from any third party rights and, if capable of possession is in its possession.

13.2 In the absence of fraud or dishonesty on the part of the Seller, its agents or advisors the Seller shall not be liable in respect of the warranty in 13.1 above unless:-

- (a) it has received written notice from the Buyer giving reasonable details of the warranty claim and, if practicable, the Buyer's estimate of the amount involved on or before the expiration of 1 year from the date of Completion; and
- (b) the amount of the claim, when aggregated with all other claims made on the same occasion or previously, is equal to or exceeds £10,000 (in which case the Seller shall be liable for the whole amount and not simply the excess).

13.3 The aggregate liability of the Seller in respect of the warranty in 13.1 above shall not exceed the amount of Consideration payable to the Seller under clause 3.1.

14. **Successors and Assigns**

This Agreement shall be binding upon and enure for the benefit of each party's successors and shall be assignable by the Buyer to the extent that the rights and benefits under this Agreement shall enure for the benefit of the Buyer's assigns. Save as aforesaid this Agreement shall not be assignable.

15. **Variation**

No variation of this Agreement shall be effective unless made in writing and signed by or on behalf of each of the parties.

16. **Costs**

Unless expressly set out in this Agreement, the parties shall pay their own costs and expenses in relation to the preparation, execution and carrying into effect of this Agreement.

17. **Severance**

If at any time any provision of this Agreement is or becomes invalid or illegal in any respect, such provision shall be deemed to be severed from this Agreement but the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

18. **Further Assurance**

The Seller shall at the Buyer's cost do, execute and perform and shall procure to be done, executed and performed all such further acts, deeds, documents and things as the Buyer may require from time to time effectively to vest the beneficial ownership of the Transferred Assets in the Buyer or as it directs free from all liens, charges, options,

encumbrances or adverse rights or interests of any kind and otherwise to give to the Buyer the full benefit of this Agreement.

19. Waivers

A failure by any party to exercise and any delay, forbearance or indulgence by any party in exercising any right, power or remedy under this Agreement shall not operate as a waiver of that right, power or remedy or preclude its exercise at any subsequent time or on any subsequent occasion. The single or partial exercise of any right, power or remedy shall not preclude any other or further exercise of that right, power or remedy. No custom or practice of the parties at variance with the terms of this Agreement shall constitute a waiver of the rights of any party under this Agreement. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law.

20. Value Added Tax

20.1 The Buyer:

- (a) undertakes to the Seller that after Completion the Business will be carried on by it as a going concern and the Transferred Assets will be used by it in carrying on the Business or a business of the same kind; and
- (b) warrants to the Seller that it is already or will as a result of such transfer of the Business immediately on Completion become a taxable person (as defined in section 3 of the Value Added Tax Act 1994).

20.2 The parties shall use all reasonable endeavours to ensure that the sale of the Business is treated as a transfer of a business as a going concern for the purposes of the Value Added Tax Act 1994 Section 49 and Schedule 4 Paragraph 8(1)(a). If the Commissioners of Customs & Excise in exercise of discretionary powers or otherwise establish that Value Added Tax ("VAT") is payable the Buyer shall pay the VAT immediately at the appropriate rate in addition to the Consideration against delivery by the Seller of a VAT invoice.

20.3 The Seller shall forthwith request from the Commissioners of Customs & Excise a direction pursuant to the Value Added Tax Act 1994 Section 49(1)(b) that all records relating to the Business shall be retained and preserved by the Seller rather than by the Buyer and the Seller undertakes to preserve such records for such periods as may be required by law and to provide unrestricted access to and copies of the same to the Buyer and its agents upon reasonable notice during normal business hours.

21. Contracts (Rights of Third Parties) Act 1999

Unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

22. **Counterparts**

- (a) This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart.
- (b) Each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one instrument.

23. **Confidentiality**

- (a) Except as referred to in sub-clause (b), each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions or subject matter of this Agreement, to any other party to this Agreement or the negotiations relating to this Agreement.
- (b) Any party may disclose information which would otherwise be confidential if and to the extent:
 - (i) it is required to do so by law or any securities exchange or regulatory or governmental body to which it is subject wherever situated;
 - (ii) it considers it necessary to disclose the information to its professional advisers, auditors and bankers provided that it does so on a confidential basis;
 - (iii) the information has come into the public domain through no fault of that party; or
 - (iv) each party to whom it relates has given its consent in writing.

23.2 The Buyer undertakes to comply in all respects with the provisions of the Data Protection Act 1984 (as amended, and where such provisions have not been superseded by the Data Protection Act 1998) and the Data Protection Act 1998 ("DPA") and the principles contained in the DPA, in relation to:

- (a) personal data transferred to the Buyer on Completion; and
- (b) personal data held by the Seller after Completion and accessed by the Buyer in accordance with clause 8.

24. **Default interest**

If any party defaults in the payment when due of any sum payable under this Agreement (whether payable by agreement or by an order of a court or otherwise), the liability of that party shall be increased to include interest on that sum from the date when such payment was due until the date of actual payment at a rate per annum of 4 per cent above the base rate from time to time of Barclays Bank PLC. Such interest shall accrue from day to day and shall be compounded annually.

25. Announcements

- 25.1 Subject to sub-clause 25.2, no announcement concerning the terms of this Agreement shall be made by or on behalf of any of the parties without the prior written consent of the others, such consent not to be unreasonably withheld or delayed.
- 25.2 Any announcement or circular required to be made or issued by any party by law or under the regulations of a recognised Stock Exchange or the City Code on Takeovers and Mergers issued by the Panel on Takeovers and Mergers may be made or issued by that party without consent if it has first sought consent and given the other parties a reasonable opportunity to comment on the subject matter and form of the announcement or circular (given the time scale within which it is required to be released or despatched).

26. Entire Agreement

- 26.1 This Agreement, the documents in the Agreed Form and all agreements entered, or to be entered into, pursuant to the terms of this Agreement or entered into between the parties in writing and expressly referring to this Agreement:
- (a) together constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement; and
 - (b) (in relation to such subject matter) supersede all prior discussions, understandings and agreements between the parties and their agents (or any of them) and all prior representations and expression of opinion by any party (or its agent) to any other party (or its agent).
- 26.2 Each of the parties acknowledges that it is not relying on any statements, warranties or representations given or made by any of them in relation to the subject matter hereof, save those (if any) expressly set out in this Agreement, and other documents referred to above, and that it shall have no rights or remedies with respect to such subject matter otherwise than under this Agreement (and the documents executed at the same time as it or referred to in it) save to the extent that they arise out of the fraud or fraudulent misrepresentation of any party.

27. Relevant Law

This Agreement shall be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts in respect hereof.

28. Notices

- 28.1 Any notice or document required or permitted to be given to or served on one party hereto by any other party hereto shall be in writing and shall be given or served by delivery or despatching the same by one of the methods set out below to a company at its registered office. Provided that where necessary the despatch of such notice or document has been properly pre-paid a notice or document so given or served shall conclusively be deemed to have been received at the time set out below for service by the respective manner:

- (a) by hand on the recipient or an authorised officer thereof – at the time of such service;
- (b) by first class post – at the commencement of the business day next commencing 24 hours after despatch.

This Agreement is made on the date appearing at the head of page 1.

Handwritten signature

.....
Duly authorised for and on behalf of
Texon UK Limited

.....
Duly authorised for and on behalf of
Crispin Systems Limited

.....
Duly authorised for and on behalf of
Texon UK Limited

.....
R.A. Sybiok
.....

Duly authorised for and on behalf of
Crispin Systems Limited

SCHEDULE 1 - EMPLOYEES

Schedule 1A – the Employees

Rob Wayte	Customer Support Manager
David Harrison	Development Manager
Graham Vollans	Distribution Channel Manager
Jamna Sharma	Crispin Manager - Asia
Luca Caironi	Crispin Manager - Italy
Brian Palmer	Technical Support Officer
Jack Ho	Software Specialist
Jim Cox	Trainer / Customer Support

Schedule 1B – the Overseas Employees

Celeste Zou	Customer Support (China)
Samy Zhong	Administrator (China)
Charlie Zeng	Texhcnical Support (China)
Mickey Lin	Taiwan/Vietnam Technical Support (Taiwan)
Melody Huang	Taiwan Administrator (Taiwan)
Rakesh Agarawal	India Sales/Technical Support (India)

SCHEDULE 2

Plant and Equipment

ITEM	QTY	Item - Description	SW	Location	Book Value	Possible Value
Computers & Laptops						
1	1	Del Optiplex GL575 PC, Trinitron 17" monitor, CDROM, Floppy	Win2K	UK Office	£ -	£ 10.00
2	1	Fujitsu P11 PC 17" monitor, CDROM, Floppy	Win2K	UK Office	£ -	£ 5.00
3	1	Fujitsu P11 PC 17" monitor, CDROM, Floppy	Win2K	UK Office	£ -	£ 5.00
4	1	Fujitsu P11 PC 17" monitor, CDROM, Floppy	Win2K	UK Office	£ -	£ 5.00
5	1	Systemax P4 1.9GHz PC, Relisys 18" LCD monitor, CDROM, CD-RW, Ext. Zip, Floppy	WinXP Pro	UK Office	£ -	£ 50.00
6	1	Compaq Deskpro 465MHz PC, SGI 17" monitor, CDROM, Floppy	WinXP Pro	UK Office	£ -	£ 5.00
7	1	Fujitsu P11 PC 17" monitor, CDROM, Floppy, Ext. CD-RW	Win2K	UK Office	£ -	£ 5.00
8	1	Compaq 800 MHz P3 PC, 19" monitor, 17" monitor, Ext. DAT drive, CD-RW, Ext. Zip drive	Win2K	UK Office	£ -	£ 25.00
9	1	Fujitsu P11 PC, SGI 20" monitor, 128MB RAM	Linux	UK Office	£ -	£ 5.00
10	1	Compaq Deskpro 733MHz P3 PC, Compaq 17" monitor, int. Zip drive, CDROM, Floppy	Win2K	UK Office	£ -	£ 25.00
11	1	Compaq Deskpro 733MHz P3 PC, Compaq 17" monitor, int. Zip drive, CDROM, Floppy	Win2K	UK Office	£ -	£ 25.00
12	1	Fujitsu P11 PC 17" monitor, CDROM, Floppy	Win NT4	UK Office	£ -	£ 5.00
13	1	Fujitsu P11 PC 17" monitor, CDROM, Floppy	Win98	UK Office	£ -	£ 5.00
14	1	Systemax P4 2.4GHz PC, Fujitsu 17" monitor, CDROM, Floppy	WinXP Pro	UK Office	£ -	£ 50.00
15	1	Systemax P4 1.9GHz PC, Relisys 18" LCD monitor, CDROM, Floppy	WinXP Pro	UK Office	£ -	£ 50.00
16	1	Systemax P4 1.9GHz PC, Relisys 18" LCD monitor, CDROM, Floppy	WinXP Pro	UK Office	£ -	£ 50.00
17	1	Systemax P4 1.9GHz PC, Relisys 18" LCD monitor, CDROM, Floppy	WinXP Pro	UK Office	£ -	£ 50.00
18	1	SGI O2 workstation	IRIX	UK Office	£ -	£ 25.00
19	1	SGI O2 workstation	IRIX	UK Office	£ -	£ 25.00
20	1	SGI O2 workstation	IRIX	UK Office	£ -	£ 25.00
21	1	Acer laptop computer	MS-DOS	UK Office	£ -	£ 10.00
22	1	Acer Travelmate TM422LC (JS)	WinXP Pro	UK Office	£ -	£ 125.00
23	1	Del Inspiration Laptop Computer (LC)	WinXP Home	UK Office	£ -	£ 125.00
Computers & Laptops (Germany)						
24	1	Pentium III 650 MHz	Win98 Win2K/WinX	Germany	£ -	£ 10.00
25	2	Athlon Xp1800+	P	Germany	£ -	£ 80.00
Total UK					£ -	£ 710.00

25	3	Pentium III 800 MHz	Win98	Germany	£	-	£	30.00
27	1	SGI 02 R5000 workstation	IRIX 6.5	Germany	£	-	£	25.00
				Total Germany	£	-	£	145.00
		Computers & Laptops (Asia)						
28	3	Pentium PC's	Win98 - XP	Asia	£	426.96	£	45.00
29	1	SGI Indy workstation	IRIX	Asia	£	-	£	10.00
		* Book values where known ** For estimate purposes only		Total Asia	£	426.96	£	55.00
		Peripheral Equipment (UK)						
30	1	HP DesignJet 1600C Colour printer	D	UK Office	£	-	£	1.00
31	1	External parallel CDROM drive	S	UK Office	£	-	£	1.00
32	1	Epson Stylus C80 colour printer	D	UK Office	£	-	£	25.00
33	1	Panasonic Panafax UF-550 fax machine		UK Office	£	-	£	25.00
34	1	20-base T network hub (2 station)	IT	UK Office	£	-	£	5.00
35	1	20-base T network hub (single station)	HUB	UK Office	£	-	£	5.00
36	1	ORION TeleVideo colour television with remote control	S	UK Office	£	-	£	20.00
37	1	GBC binding machine	S	UK Office	£	-	£	1.00
38	1	GBC perforating machine	S	UK Office	£	-	£	1.00
39	1	Jones sewing machine (model 574) + case	D	UK Office	£	-	£	5.00
				Total UK	£	-	£	89.00
		Peripheral Equipment (Germany)						
40	2	16 port network hubs		Germany	£	-	£	10.00
41	1	24 port network hub		Germany	£	-	£	5.00
				Total Germany	£	-	£	15.00
		Peripheral Equipment (Asia)						
44	2	HP 695CCi printer		Asia	£	142.08	£	20.00
45	2	Iomega Zip Drives		Asia	£	198.91	£	10.00
46	1	CD Writer		Asia	£	35.52	£	5.00
47	1	External tape drive		Asia	£	-	£	5.00
48	1	Plotter		Asia	£	-	£	20.00
49	1	Digitiser		Asia	£	1,420.00	£	20.00

50	1	Sewing machine		Asia	£	-	£	5.00
51	2	UPS power supply units		Asia	£	35.52	£	10.00
52	1	Graphtec FC2232-90ES cutting table	D	Asia	£	7,850.00	£	2,500.00
53	1	External CD Rom drive		Asia	£	56.82	£	5.00
				Total Asia	£	9,738.85	£	2,600.00
		Peripheral Equipment (Mexico)						
54	1	Graphtec cutting table		Mexico	£	1,669.84	£	1,669.84
55	1	Voltage regulator		Mexico	£	12.70	£	5.00
56	1	Numonics Digitiser		Mexico	£	100.19	£	10.00
57	1	PC monitor		Mexico	£	126.99	£	10.00
58	1	HP printer		Mexico	£	12.70	£	5.00
				Total Mexico	£	1,922.42	£	1,699.84
		Spare Parts (Asia)						
59	112	Assorted 2nd hand spare parts and accessories		Asia	£	112.00	£	56.00
60	123	Assorted stocked spare parts		Asia	£	123.00	£	61.50
				Total Asia	£	235.00	£	117.50
		Spare Parts (Germany)						
61		Assorted current spares for Prospector cutters		Germany	£	1,408.00	£	150.00
				Total Germany	£	1,408.00	£	150.00
62		CRISPIN Dynamics UK required stocked items		UK	£	28,880.73	£	5,280.26
				Total UK	£	28,880.73	£	5,280.26
				Total Stock	£	42,611.96	£	10,861.60
		Software						
63	2	Microsoft Windows 95		UK Office	£	-	£	2.00
64	5	Microsoft Windows 98		UK Office	£	-	£	25.00
65	2	Microsoft Windows NT 4.0		UK Office	£	-	£	20.00
66	6	Microsoft Windows 2000		UK Office	£	-	£	120.00

67	5	Microsoft Windows XP Pro		UK Office	£	-	£	100.00
68	1	Windows XP Home Edition (Italian Language version)		UK Office	£	-	£	10.00
69	1	Windows XP Home Edition (French Language version)		UK Office	£	-	£	10.00
70	1	Microsoft Traditional Chinese Windows 98		UK Office	£	-	£	1.00
71	1	Microsoft Traditional Chinese Windows NT 4.0		UK Office	£	-	£	10.00
72	3	Microsoft Office 97		UK Office	£	-	£	30.00
73	6	Microsoft Office 2000 Professional		UK Office	£	-	£	120.00
74	2	Microsoft Office 2000 Standard		UK Office	£	-	£	40.00
75	3	WinZip V8.1		UK Office	£	-	£	3.00
76	1	Microsoft Word XP		UK Office	£	-	£	20.00
77	3	Microsoft Home Essentials 98		UK Office	£	-	£	30.00
78	1	Microsoft Works XP		UK Office	£	-	£	20.00
79	1	XMLSpy		UK Office	£	-	£	10.00
80	1	Microsoft Studio C++ V5.0 Professional Edition		UK Office	£	-	£	10.00
81	2	Microsoft Studio C++ V6.0 Professional Edition		UK Office	£	-	£	20.00
82	1	Microsoft Visual C++		UK Office	£	-	£	50.00
83	1	Watcom C/C++ V11		UK Office	£	-	£	50.00
84	1	Oracle Developer 2000		UK Office	£	-	£	10.00
85	1	Informix V5.0		UK Office	£	-	£	1.00
86	1	Linux V6.0		UK Office	£	-	£	10.00
87	1	Kingsoft Chinese Translation Tools 2000		UK Office	£	-	£	10.00
88	1	Exceed XDK V6.2		UK Office	£	-	£	1.00
89	1	Exceed 3D V6.2		UK Office	£	-	£	1.00
90	1	Microsoft InstallShield V5.5		UK Office	£	-	£	10.00
91	1	Microsoft Visual Basic V6.0		UK Office	£	-	£	1.00
92	1	Rainbow Sentinel LM V7.2 Developer's Kit		UK Office	£	-	£	10.00
93	1	HASP Software Protection Developer's Kit		UK Office	£	-	£	1.00
94	1	Microsoft Project		UK Office	£	-	£	10.00
95	1	Silicon Graphics CaseVision Workshop Tools		UK Office	£	-	£	5.00
96	2	Silicon Graphics IRIX Development Option		UK Office	£	-	£	10.00
97	1	Rational Purify (SGI)		UK Office	£	-	£	5.00
98	1	CDR Publisher (SGI)		UK Office	£	-	£	5.00
99	1	Borland C++ V5.0		UK Office	£	-	£	1.00

TRADEMARK
REEL: 003024 FRAME: 0343

100	1	RoboHelp Office 2001		UK Office	£	-	£	10.00
101	1	RoboHelp Version X3		UK Office	£	-	£	10.00
102	1	RoboDemo Version 2.0.0		UK Office	£	-	£	10.00
103	1	PaintShop Pro V5.0		UK Office	£	-	£	10.00
104	1	Microsoft Frontpage 2000		UK Office	£	-	£	10.00
105	1	Borland/Corel Paradox V7 and V8		UK Office	£	-	£	10.00
106	1	WinTransRC V1.2		UK Office	£	-	£	5.00
107	1	Nero - CDRom Burning		UK Office	£	-	£	10.00
108	1	Omega Hotburn Pro - Version 2		UK Office	£	-	£	10.00
109	1	Dr. Solomon's Anti-Virus Toolkit		UK Office	£	-	£	10.00
110	1	Design Express CD Labeller Kit		UK Office	£	-	£	5.00
111	1	Lotus 123 release 5		UK Office	£	-	£	1.00
112	1	TotalNet Network Server		UK Office	£	-	£	1.00
113	1	InterDrive Client		UK Office	£	-	£	1.00
114	1	U-Net Easy 1P Plus		UK Office	£	-	£	1.00
115	1	HP Deskjet Utilities		UK Office	£	-	£	1.00
116	1	Omega Tools		UK Office	£	-	£	1.00
117	1	SAGE 5 - user software license		UK Office	£	1,600.00	£	500.00
				Total UK	£	1,600.00	£	1,398.00
118	3	Microsoft Windows 2000 (Traditional Chinese)		Asia	£	-	£	60.00
119	1	Microsoft Windows XP Pro (Traditional Chinese)		Asia	£	-	£	20.00
				Total Asia	£	-	£	80.00
				Total s/w	£	1,600.00	£	1,478.00
120	1	Assorted Office Desking, office equipment, telephones, demo accessories (UK)		UK Office	£	-	£	1.00
121	1	Polestore 5 drawer cabinet with assorted tools		UK Office	£	-	£	1.00
122	1	Silver metal toolbox with assorted tools		UK Office	£	-	£	1.00
123	1	Metal 2-door cabinet with assorted PC components and software tools 92x48x93		UK Office	£	-	£	1.00
124	1	Wooden stationery cupboard		UK Office	£	-	£	1.00
125	10	Insole plate gauge in wooden case		UK Office	£	-	£	1.00
		Monitor carrying bags with handles (blue)		UK Office	£	-	£	5.00

TRADEMARK
REEL: 003024 FRAME: 0344

126	1	Trolley (4-wheel)	S	UK Office	£	-	£	1.00
127	1	Trolley Desk 1000 x 800	S	UK Office	£	-	£	1.00
128	1	Trolley Desk 600 x 800	S	UK Office	£	-	£	1.00
129	1	Desk 1600 x 800 (with trunking)	S	UK Office	£	-	£	1.00
130	1	Desk 1200 x 800 (with trunking)	S	UK Office	£	-	£	1.00
131	1	Desk corner piece	S	UK Office	£	-	£	1.00
132	1	Fireproof safe (CHUBB) (Ground floor)	GF	UK Office	£	-	£	10.00
133	1	Tall glass fronted cupboard 68x35x143	D	UK Office	£	-	£	1.00
134	1	Long glass fronted cupboard 136x35x76	D	UK Office	£	-	£	1.00
135	2	Cupboard with 2 sliding doors 54x98x71	D	UK Office	£	-	£	2.00
136	1	Cupboard with sliding glass doors 35x98x85	D	UK Office	£	-	£	1.00
137	1	Long 3 door cupboard 46x153x73	D	UK Office	£	-	£	1.00
138	3	Whitemetal uplighters with bulbs	D	UK Office	£	-	£	1.00
139	1	Brown/Silver domed uplighter	D	UK Office	£	-	£	1.00
140	3	White marker boards + assorted colour pens	D	UK Office	£	-	£	3.00
141	1	Green felt notice board	D	UK Office	£	-	£	1.00
142	2	Development systems desking (4 station)	D	UK Office	£	-	£	2.00
143	1	Coat rail stand and hangers	D	UK Office	£	-	£	0.50
144	6	5-Leg height adjustable chairs	D	UK Office	£	-	£	6.00
145	1	Donkey stool	D	UK Office	£	-	£	-
146	1	Desk trolley 780x760	D	UK Office	£	-	£	1.00
147	1	Metal sliding glass door cabinet 31x92x110	D	UK Office	£	-	£	1.00
148	2	Wooden book cases (3 shelf) 32x77x136	D	UK Office	£	-	£	2.00
149	1	Cabinet with vertical sliding door 50x100x136	D	UK Office	£	-	£	1.00
150	1	Aluminium toolbox case with assorted tools	D	UK Office	£	-	£	1.00
151	1	Business meeting table 91x244 + 6 chairs	M	UK Office	£	-	£	10.00
152	1	Flip chart (paper/white marker board + assorted pens)	M	UK Office	£	-	£	1.00
153	1	Desk trolley 600x900	M	UK Office	£	-	£	1.00
154	1	Leaflet storage cabinet	M	UK Office	£	-	£	1.00
155	2	Uplighters (silver/brown) + bulbs	D	UK Office	£	-	£	20.00
156	1	6-drawer/3-shelf display unit (blue)	D	UK Office	£	-	£	1.00
157	1	Square stool display unit 620x620x600	D	UK Office	£	-	£	1.00
158	1	Lloytron 3 speed floor standing fan (white)	D	UK Office	£	-	£	1.00

TRADEMARK
REEL: 003024 FRAME: 0345

159	2	Rapid prototyped designs (1 pink, 1 yellow)				£	-	£	-
160	2	Rapid prototyped soles (1 red, 1 yellow)		D		£	-	£	-
161	5	Rapid prototyped lasts		D		£	-	£	-
162	30	Assorted lasts		D		£	-	£	-
163	4	Design samples		D		£	-	£	-
164	1	Wall mounted white board + pens and eraser		D		£	-	£	1.00
165	2	Desk table 1500x800		D		£	-	£	1.00
166	2	Desk table 1350x800		D		£	-	£	1.00
167	1	Desk table 1000x800		D		£	-	£	1.00
168	1	Desking corner section		D		£	-	£	1.00
169	1	Box of assorted Measurement/Testing devices		S		£	-	£	1.00
170	1	Floor standing electric fire				£	-	£	1.00
171	12	Office desks 1600x800				£	-	£	12.00
172	1	1/2 moon office desk				£	-	£	1.00
173	3	PC desks 1600x800				£	-	£	3.00
174	1	PC task trolley 1100x750				£	-	£	1.00
175	8	Floor standing office cabinets				£	-	£	8.00
176	1	Small table 1220x680				£	-	£	1.00
177	9	5-Leg height adjustable chairs				£	-	£	9.00
178	1	Long 3 door cupboard 46x153x73				£	-	£	1.00
179	1	Small open fronted cupboard 830x450				£	-	£	1.00
180	1	Large office desk 1530x900				£	-	£	1.00
181	1	Wooden coat stand				£	-	£	0.50
182	1	Metal coat stand				£	-	£	0.50
183	8	Square metal rubbish bins				£	-	£	4.00
184	3	Brown plastic rubbish bins				£	-	£	1.50
185	11	Assorted staplers				£	-	£	1.00
186	11	Assorted hole punches				£	-	£	1.00
187	15	Office document filing trays				£	-	£	1.00
188	1	4-drawer metal filing cabinet				£	-	£	1.00
189	2	Tool cases + assorted tools				£	-	£	2.00
190	1	Potterton tool case + assorted tools				£	-	£	1.00
193	3	Desktop monitor stands				£	-	£	3.00

194	2	White marker boards + assorted colour pens		UK Office	£	-	£	2.00
196	10	Standard Touchtone Telephones		UK Office	£	-	£	5.00
197	3	Foot impression foam boxes (IDEAS)		UK Office	£	-	£	-
198	1	Open fronted stationary cupboard 74x33x65		UK Office	£	-	£	1.00
199	28	RJ45 - RJ45 network connection cables		UK Office	£	-	£	1.00
200	1	Logistic Calculator		UK Office	£	-	£	1.00
201	1	Cupboard with 2 sliding doors 54x98x71	S	UK Office	£	-	£	1.00
202	1	NOKIA 6310i mobile telephone (0780 3232596) (GV)		UK Office	£	-	£	20.00
203	1	Motorola V66e mobile telephone (07785 542079) (RS)		UK Office	£	-	£	20.00
204	1	Motorola mobile telephone (0780 3232600) (JS)		UK Office	£	-	£	10.00
205	12	Display/privacy boards 100x100cm (Light blue)	M	UK Office	£	-	£	1.00
206	11	Display/privacy boards 100x76cm (Navy blue)	M	UK Office	£	-	£	1.00
207	3	Display/privacy boards 100x25cm (Light blue)	M	UK Office	£	-	£	1.00
208	6	Display/privacy boards 100x25cm (Navy blue)	M	UK Office	£	-	£	1.00
209	7	Display/privacy boards 100x75cm (Light blue)	M	UK Office	£	-	£	1.00
		Assorted Office Desking, office equipment, telephones, demo accessories (Asia)		Total UK	£	-	£	234.00
210	1	Round meeting table		Asia	£	71.21	£	1.00
211	1	Document shelf		Asia	£	32.04	£	1.00
212	9	Writing tables		Asia	£	28.48	£	9.00
213	9	Side cabinets		Asia	£	32.04	£	9.00
214	6	Filing cabinets		Asia	£	32.04	£	6.00
215	18	Chairs		Asia	£	5.70	£	9.00
216	8	Phones		Asia	£	3.56	£	4.00
217	7	Waste bins		Asia	£	0.71	£	0.71
218	2	Air-conditioning Units		Asia	£	-	£	-
219	10	Potted plants		Asia	£	0.28	£	0.28
		Assorted Office Desking, office equipment, telephones, demo accessories (Mexico)		Total Asia	£	206.06	£	39.99
220	1	PC table		Mexico	£	19.05	£	1.00
221	2	Chairs		Mexico	£	12.70	£	2.00
222	1	Phones		Mexico	£	15.87	£	0.50
223	1	Filing cabinet (metallic)		Mexico	£	50.79	£	1.00

224	1	Filing cabinet (wood)			£	15.87	£	1.00
					£	114.28	£	5.50
					£	320.34	£	279.49
					£	44,532.30	£	12,619.09

SCHEDULE 3

Excluded Assets

There shall be excluded from the sale and purchase of the Business and retained by the Seller:

1. all the statutory books and statutory records of the Seller;
2. any amounts recoverable by the Seller in respect of Taxation paid or payable by the Seller in connection with matters or events occurring on or before the Effective Date;
3. all cash in hand or at the bank including prepayments against contracts to be delivered;
4. the benefit of any insurance claims arising prior to the Effective Date;
5. tax and VAT allowances and repayments arising for any period prior to Effective Date and not taken into account under any provision of this Agreement
6. all books, accounts, credit reports, price lists, costs records, catalogues, customer maintenance records, advertising and all the other documents, papers and records (howsoever stored) of the Seller not relating exclusively to the Business or the Transferred Assets;
7. the Retained Names and the Retained Trademarks; and
8. all rights and assets of the Seller not included in the Transferred Assets or in Schedule 4 or Schedule 5 or any assets which are used predominantly in any retained business of the Seller (as opposed to in connection with the Business).

SCHEDULE 4

Intellectual Property

Patents

Folio	Brief Title	Country	Patent Number	Issue Date
0845/0875	Last digitiser using cloud data capture	USA	6,051,028	18-Apr-00

Registered Trademarks (or Applications for Registration)

Name	Country	Reg. Application No.	Class	Filed
Crispin R	UK	1579185	9	
Crispin R	Argentina	1855663	9	
Crispin R	Austria	175917	9	
Crispin R	Brazil	820592552	9.40, 9.55, 9.80	
Crispin R	Chile	406517	9	
Crispin R	China (PRC)	1316319	9	
Crispin R	France	1321127	9	
Crispin R	Germany	2094959	9	
Crispin A	India	794743	9	11 03 98
Crispin R	Indonesia	437554	9	
Crispin R	Italy	698004	9	
Crispin R	South Korea	328828	39	
Crispin R	Mexico	574830	9	
Crispin R	Portugal	302267	9	
Crispin R	Spain	1928166	7 Maquinaria USM	
Crispin R	Spain	1928170	9 Maquinaria USM	
Crispin R	Taiwan (ROC)	708434	9	
Crispin R	Thailand	Kor 41760	9	
Crispin R	USA	1990744	9	
Crispin R	Vietnam	32939		9

Unregistered Trademarks

Crispin Dynamics	Prospector 1
Firedragon	Prospector Lite
Tandem (Tempus)	PE2
Pilot	Pattern Style
Othotec	Pattern Data
Shoecost	Pattern Scan
Sample Cut	Pattern Cut
Model Cut	CPC
StitchTec	CSC

ModelTracer
Pilot Style
PE2

Pattern Stream
CAD Suite
Engineer G & S
Shoe Design G & S
Last Maker
Data Store
FDS

Source Code

CAD Suite:-

Engineer
ShoeDesign
ShoeCost
LastMaker
Datastore
TechPac

Model Tracer
PE2
PE Style
Pattern Grade
Pilot
Pilot Style
Pilot Grade
Pattern Cut
Pattern Cut2
Pilot Cut
Model Cut
Ortho Tec
Pattern Data
Pattern Stream
Shoe Cost
Shoe Cost2
ShoeDesign (SGI)
Pattern Scan
Interface Pack for 2D
Ovic Lince Interface
Comeltz PC4CN
Interface
SatraSUMM file
Output
Vorum/Ideas Data
Conversion
Ideas Last Input
Vorum Last Input

Tempus PE
FDS-2DLT-SW
FDS-2DMM-SW
FDS-2DGE-SW
FDS-LCV-SW
FDS-3D Forme
FDS-3D-H-W95-SW
FDS-3D-L-W95-SW
FDS-3D-U-SW
FDS-3D-LP-SW
FDS-3D-LM-SW
FDS-2D-MC-SW
FDS-2D-Ortho-SW
FDS-VC-RCN-SW
PE1
Stitchtec 1 & 2
FDS-2D-SSC-SW
FDS-PDM-SW
FDS-2D-Icon-GE
FDS-2D-Techdraw
FDS-2D-ILC-SW

SCHEDULE 5

Products : Part I

CRISPIN Dynamics Software - Originally CRISPIN Systems

1 Model Tracer	Last and Style line digitising software
2 Shoe Design	3D Shoe Design System
Last Process	Last flattening etc
Style Line Design	Designing Style Lines on the Last
Design Rendering	Panel thickness/colours/features/textures
3 Pattern Engineering1	Original Pattern Engineering
4 Pattern Engineering2	Full Pattern Engineering
5 Pattern Engineering Style	As '4' without grading
6 Pattern Grading	Grading only of Patterns
7 Pilot	Entry Level Pattern Engineering
8 Pilot 'Style'	As Pilot without grading
9 Pilot Grade	Grading only of Patterns
10 Pattern Cut	Cutter Driver Software
11 Pattern Cut "2"	New Version of Cutter/Driver Software
12 Pilot Cut	Cutter Driver for Pilot
13 Model Cut	Cutter Driver for model size patterns
14 Ortho Tec	
	footwear
15 Stitch Tec	
	stitchers
16 Stitch Tec "2"	
	stitchers
17 PatternData	Pattern Assessment
18 Pattern Stream	
19 ShoeCost	Shoe Costing with Informix Database
20 ShoeCost "2"	Shoe Costing with Oracle Database
21 PatternScan	
22 Interface Pack for 2D	IGES/DXF/ISO software interface
23 Ovic Lince Interface	Interface to Ovic Lince punching machine
24 Comeltz PC4CN Interface	Interface to Comeltz punching machine
25 SatraSUMM file output	Interface to SatraSUMM
26 Vorum/Ideas Data conversion	For SGI workstations
27 Ideas' Last input from Model Tracer	Input for use with "Ideas" system
28 Vorum Last input from model tracer	Input for use with Ideas system
29 Tandem known as 'Tempus'	Pattern Engineering software for SGI/PCs
30 CADSuite	Engineer Gold and Silver
	Shoe Design Gold and Silver
	Last Maker Gold and Silver and Bronze
	ShoeCost
	Datastore
	TechPac

Products Part 2

CRISPIN Dynamics Software - Originally Gerber Software

1	FDS-2DLT-SW	FDS Lite 2D Grading Software
2	FDS-2DMM-SW	FDS 2D Model Maker Software
3	FDS-2DGE-SW	FDS 2D Design Engineering/Grading Software
4	FDS-LCV-SW	FDS Last Capture & Verification Software
5	FDS 3D Forme	FDS Last Capture & Flattening
6	FDS-3D-H-W95-SW	FDS 3D Heel Software Windows 95
7	FDS-3D-L-W95-SW	FDS 3D Last Software Windows 95
8	FDS-3D-U-SE	FDS 3D Upper Design Software
9	FDS-3D-LP-SW	FDS 3D Last Process Software
10	FDS-3D-LM-SW	FDS 3D Last Module Software
11	FDS-2D-MC-SW	FDS 2D Micro Cost Software
12	FDS-2D-Ortho-SW	FDS 2D Orthopaedic Software
13	FDS-VC-RCN-SW	FDS 2D View Cut/Recut Software
14	FDS-PDM-SW	FDS Product Data Management Interface Software
15	FDS-COM-INT-SW	FDS Comeltz Cutter Interface Software
16	FDS-LEC-INT-SW	FDS Lectra Laser Cutter Interface Software
17	FDS-Wild-INT-SW	FDS Wild Cutter Interface Software
18	FDS-Zund-INT-SW	FDS Zund Cutter Interface Software
19	FDS-AM-INT-SW	FDS 2D Accumark Interface Software
20	FDS-SXF-INT-SW	FDS DXF Interface Software
21	FDS-ST-INT-SW1	FDS Beta Encimat Interface Software
22	FDS-ST-INT-SW2	FDS Beta Encimat (RS274) Interface Software
23	FDS-ST-INT-SW4	FDS Pfaff Stitcher Interface Software
24	FDS-ST-INT-SW5	FDS MPCS (RS232) Interface Software
25	FDS-ST-INT-SW6	FDS MPCS (EPROM) Interface Software
26	FDS-ST-INT-SW7	FDS Brother Interface Software
27	FDS-ST0INT-SW8	FDS Brother Interface Software
28	FDS-ST-INT-SW9	FDS Juki Interface Software
29	FDS-2D-SSC-SW	FDS Search Sort and Compare Software
30	FDS-Cut-3200	Graphtec 3200 DeskTop cutter interface
31	Graphtec 2202-50-96	VCT cutter interface
32	Graphtec cutter	interface
33	FDS Microwave	Various minor software modules - unreleased
34	FDS-2D-ILC-SW	Twin Cut software for nesting and cutting onto leather - unreleased
35	FDS-2D-Icon-GE	Icon based Grade Engineering software - unreleased
36	FDS-2D-TechDraw	

Products Part 3

CRISPIN Dynamics Hardware Products

- 1 Prospector 1
- 2 Prospector Lite
- 3 Model Tracer

SCHEDULE 6

(Tenancy at Will)

1. In this Schedule, unless the context otherwise requires, the following definitions shall apply:

"**Interior**" means the internal coverings or finishes to the walls, the floor, the ceiling, the window frames and door frames of the Property.

"**Lease**" means the Seller's lease of the Property together with other premises dated 9 October 1998 and made between No.337 Leicester Limited (1) the Seller (2) and Anglo Irish Bank Corporation plc (3).

"**Rent**" means an annual rent of a peppercorn (if demanded).

2. **Tenancy at will**

- 2.1 The Seller allows the Buyer into occupation of the Property and the Buyer takes the Property on a tenancy at will commencing on the date of this Tenancy at Will.

- 2.2 This Tenancy at Will is not a tenancy within the protection of Part II of the Landlord & Tenant Act 1954, and the Buyer acknowledges that occupation of the Property pursuant to this Tenancy at Will does not afford it any security of tenure.

- 2.3 This Tenancy at Will may be determined:

- (a) by either party at will, whereupon the Buyer shall immediately vacate the Property and if the Tenancy at Will is determined by the Seller clause 2.4 of this Schedule 6 will apply; or
- (b) by the Seller if the Buyer breaches any of its obligations under this Tenancy at Will.

- 2.4 If the Seller terminates the Tenancy at Will in accordance with clause 2.3(a) it shall pay to the Buyer the sum of £105 per day for each day from the date of determination up to and including the 27th February 2004.

- 2.5 The Seller will for the duration of the Tenancy at Will pay the business rates relating to the Property together with all costs associated with information technology, communications and services

3. **Rent**

- 3.1 The Buyer shall pay the Rent as and when demanded by the Seller.

- 3.2 Neither the payment of, nor any demand for, the Rent or any other sums payable under this Tenancy at Will, nor the fact that the Rent or any other sums payable under this Tenancy at Will is calculated by reference to a period, shall create or cause this Tenancy at Will to be a periodic tenancy.

4. Buyer's obligations to the Seller

The Buyer agrees with the Seller:

- 4.1 to pay the Rent;
- 4.2 not to damage the Property, fixtures and fittings within the Property, or any items belonging to the Seller at the Property;
- 4.3 immediately to advise the Seller of any damage at the Property;
- 4.4 not to alter, add to, or change the Property, or anything within the Property, in any way;
- 4.5 not to use the Property other than for the Permitted Use;
- 4.6 promptly to give the Seller a copy of any notice received concerning the Property;
- 4.7 not to use the Property in any way which is illegal, or which may prejudice the Seller's insurance of the Property, or cause a nuisance or annoyance to the Seller or the owners or occupiers of any neighbouring property;
- 4.8 not to assign, underlet, part with or share possession of, the Property or any part of the Property;
- 4.9 to keep the Interior of the Property in repair and in good decorative order but not to put the Property in a better state of repair or decoration than exists on the date of this Tenancy at Will;
- 4.10 to leave the Property empty when this Tenancy at Will ends, and in a state that is in accordance with the obligations in this paragraph 4; and
- 4.11 not to do anything at the Property which would be a breach of the covenants on the Seller's part contained in the Lease.

5. Seller's right of entry

- 5.1 The Buyer shall allow the Seller and all persons authorised by it to enter the Property at any time (with reasonable prior notice being given, except where there is an emergency):
 - (a) to ensure that the terms of this Tenancy at Will are being complied with; and
 - (b) for any purpose in connection with the management of the Property.