

Form PTO-1594
1-31-92

U.S. Department of Commerce
Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Our Ref.: 4498-2

Mail Stop Assignment Recordation Services **FAX NUMBER: 703-306-5995**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

To the Commissioner for Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Keystone Solutions US, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State: Delaware <input type="checkbox"/> Other: _____</p>	<p>2. Name and address of receiving party(ies): Name: SOFTLAW LEGAL HOLDINGS, INC.</p> <p>Internal Address: _____ Street Address: 3525 Piedmont Road Building 7, Suite 500</p> <p>City: Atlanta State/Country: Georgia Zip: 30305</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Delaware <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Designations must be a separate document from Assignment) Additional name/s & address/es attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Assignment <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____</p> <p>Execution Date: March 27, 2004</p>	

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

If this document is being filed together with a new application, the execution date of the application is:

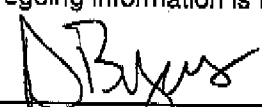
<p>A. Trademark Application No.(s)</p> <p>(1) _____ (2) _____ (3) _____</p>	<p>B. Trademark Registration No.(s)</p> <p>(1) 1,828,096 (2) _____ (3) _____</p>
<p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Duane M. Byers Internal Address: _____ Street Address: Nixon & Vanderhye P.C. 1100 North Glebe Road 8th Floor City Arlington State: VA Zip: 22201</p>	<p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41)(8521; \$40) (8522; \$25)\$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account #14-1140</p> <p>8. The Commissioner is hereby authorized to charge any deficiency, or credit any overpayment, in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our Account No. 14-1140.</p>
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DO NOT USE THIS SPACE

9. Statements 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.

Duane M. Byers
Name of Person Signing


Signature

February 10, 2005
Date

Total number of pages including cover sheet, attachments and document: 15

DMB:lfo

CH \$20.00 141140 1828096

Umbrella Sale Agreement

Solution 6 Parties:

Solution 6 Holdings Limited (Solution 6)

Solution 6 U.S. Inc.

Solution 6 Pty Limited

Solution 6 (UK) Limited

Solution 6 Europe Limited

Solution 6 Canada Inc.

CMS/DATA IP Corporation

Keystone Solutions (US) Inc.

FP Parties:

Softlaw Holdings, Inc. (FP)

Softlaw Legal Holdings, Inc.

Softlaw Legal (UK) Ltd.

Softlaw Legal Holdings (NZ) ULC

Softlaw Legal Holdings (AUS) Pty. Ltd.

Softlaw Enterprise Holdings, Inc.

Softlaw Enterprise (UK) Ltd.

Softlaw Enterprise Holdings (AUS) Pty. Ltd.

3086156 Nova Scotia Company

MinterEllison

LAWYERS

AURORA PLACE, 66 PHILLIP STREET, SYDNEY NSW 2000, DX 117 SYDNEY
TEL: +61 2 9921 8686 FAX: +61 2 9921 8123
www.minterellison.com

Details

Date 27 March 2004

Parties

Name Solution 6 Holdings Limited
 Solution 6 U.S. Inc.
 Solution 6 Pty Limited
 Solution 6 (UK) Limited
 Solution 6 Europe Limited
 Solution 6 Canada Inc.
 CMS/DATA IP Corporation
 Keystone Solutions (US) Inc.

Short form name Solution 6 Parties
Notice details Level 14, 383 Kent Street, Sydney NSW 2000, Australia
 Facsimile: +61 2 9278 0411
 Attention: Solution 6 Holdings Limited, Company Secretary

Name Softlaw Holdings, Inc.
 Softlaw Legal Holdings, Inc.
 Softlaw Legal (UK) Ltd.
 Softlaw Legal Holdings (NZ) ULC
 Softlaw Legal Holdings (AUS) Pty. Ltd.
 Softlaw Enterprise Holdings, Inc.
 Softlaw Enterprise (UK) Ltd.
 Softlaw Enterprise Holdings (AUS) Pty. Ltd.
 3086156 Nova Scotia Company

Short form name FP Parties
Notice details c/- Francisco Partners, 2882 Sand Hill Road, Suite 280, Menlo Park, California
 94025, USA
 Facsimile: +1 650 233 2999
 Attention: Gerald Morgan

Background

- A The respective Target Companies set out in Part A - Schedule 2 (collectively, Target Companies) and their respective Target Company Subsidiaries set out in Part B - Schedule 2 (collectively, Target Company Subsidiaries, and together with the Target Companies, the Target Group Companies) and the respective Business Vendors set out in Part B - Schedule 1 (collectively, Business Vendors) are engaged in the Worldwide Business (as defined in this agreement).
- B On the terms and subject to the conditions set out in this agreement and the other Transaction Documents, the respective Share Vendors set out in Part A - Schedule 1 (collectively, Share Vendors) have agreed to sell the issued share capital of the Target Companies set out in Part A -

Schedule 1 to the respective Share Purchasers set out in Part A - Schedule 1 (collectively, Share Purchasers) in exchange for the cash consideration set out in Part A - Schedule 1.

- C On the terms and subject to the conditions set out in this agreement and the other Transaction Documents, the respective Business Vendors set out in Part B - Schedule 1 have agreed to sell the respective Business Assets held by each such Business Vendor to the respective Business Purchasers set out in Part B - Schedule 1 (collectively, Business Purchasers) in exchange for the cash consideration set out in Part B - Schedule 1.
- D Solution 6, the Share Vendors and the Business Vendors (collectively, Solution 6 Parties) desire to make certain warranties to FP, the Share Purchasers and the Asset Purchasers (collectively, FP Parties) in connection with the transactions contemplated by this agreement and the other Transaction Documents.
- E The Solution 6 Parties and the FP Parties desire to make certain undertakings and other agreements in connection with the transactions contemplated by this agreement and the other Transaction Documents.

Agreed terms

1. Defined terms & interpretation

1.1 Definitions

In this agreement, the following expressions will have the following meanings:

Adjustment Amount has the meaning given in clause 7.1.

Adjustment Amount Statement has the meaning given in clause 7.3.

Agreed Form means in relation to a document, such document in substantially the terms agreed between the Solution 6 Parties and the FP Parties and initialled on the cover page for identification purposes by Solution 6 and FP or their appointed representatives.

Associate has the meaning given to it in sections 10 to 17 of the *Corporations Act 2001* (Cth).

Australian GAAP means generally accepted accounting principles as applied in Australia.

Basic Warranties means the Solution 6 Warranties set out in Warranty 1 (Authorisations), Warranty 2 (Details of the Target Group Companies), Warranty 5 (Title to the Business Assets), Warranty 16 (Corporate matters) and Warranty 18 (Finder's fee), in each case of Schedule 7.

Benefit Plan means any employee benefit plan, policy or arrangement (whether or not written, insured or self-insured), including each 'employee benefit plan' (as defined in Section 3(3) of ERISA)), and each other profit sharing, compensation, fringe benefit, health, life, share option, bonus, deferred compensation, vacation, sabbatical, sickness, post-retirement, disability, individual employment or consulting plan, policy, arrangement, trust fund or agreement which is maintained or contributed to by a Target Group Company or, in relation to the Worldwide Business, any Business Vendor or any ERISA Affiliate for the benefit of any current or former employee, director, officer or consultant of any Target Group Company and, in relation to the Worldwide Business, any Business Employee of a Business Vendor, or with respect to which any Target Group Company has or may have any liability or obligation.

Business means, in relation to each Business Vendor, the business carried on by that Business Vendor which forms part of the Worldwide Business.

Business Assets means, in relation to each Business, all of the properties, rights and assets (whether tangible or intangible) relating to that Business to the extent that they also relate to, are used in, or are necessary for the operation of, the Worldwide Business, including:

- (a) all Business Plant and Equipment;
- (b) all benefits under the Business Contracts;
- (c) all Business Properties and the benefits under the Business Leases relating thereto;
- (d) all Business IP;
- (e) all Business Trade Debt;
- (f) all Business Records;
- (g) all Business Goodwill; and

(h) all Benefit Plans (and the assets thereof) that are set out in Schedule 16 but not in Schedule 17,

but excluding the Excluded Assets and any assets made available to any of the FP Parties or Target Group Companies under the Transitional Services Agreement.

Business Contracts means, in relation to each Business Vendor, all of the Contracts to which that Business Vendor is a party or otherwise bound to the extent that they also relate exclusively to the Business that is conducted by that Business Vendor, including the Material Contracts to which that Business Vendor is a party or otherwise bound, but excluding the Excluded Contracts to which that Business Vendor is a party or otherwise bound.

Business Day means:

- (a) for receiving a Notice under clause 15, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the Notice is received; and
- (b) for all other purposes, a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales, Australia or California, USA.

Business Employees means:

- (a) those employees of the Target Group Companies listed in Part A - Schedule 3; and
- (b) those employees of the Business Vendors listed in Part A - Schedule 3,

but does not include the Excluded Employees (whether or not listed in Part A - Schedule 3).

Business Goodwill means, in relation to each Business, the goodwill relating to that Business, together with the exclusive right of the Business Purchaser of that Business to represent itself as carrying on that Business following Completion.

Business Hours means 9.00am to 5.00pm on a Business Day.

Business Intellectual Property Rights means:

- (a) all Intellectual Property Rights owned or held in the name of each Target Group Company;
- (b) all Intellectual Property Rights used in, or necessary for the operation of, the Worldwide Business as currently conducted (including in the design, creation, maintenance, testing, distribution, provision, marketing, sale, support or licence of the Products);
- (c) all Intellectual Property Rights owned by any Business Vendor to the extent that such Intellectual Property Rights were acquired, developed or created by any Business Vendor or Target Group Company for use in the Worldwide Business;
- (d) all Intellectual Property Rights embodied in, or constituting, Business Technology; and
- (e) all Intellectual Property Rights listed in Part B - Schedule 3 and Part C - Schedule 3;
- (f) all rights to past and future damages for the infringement or other violation of the Business Intellectual Property Rights described in the foregoing paragraphs (a) - (e), inclusive; and
- (g) all goodwill of the Worldwide Business comprised in any trade marks included in the foregoing paragraphs (a) - (e), inclusive,

but excludes (i) all Excluded Intellectual Property Rights, and (ii) all Intellectual Property Rights contained in the Excluded Technology.

Business IP mean, collectively, the Business Intellectual Property Rights and the Business Technology.

Business Leases means the property leases in respect of the Business Properties.

Business Liabilities means, in relation to each Business Vendor, the liabilities of that Business Vendor that relate exclusively to or were incurred in the course of operation of the Business conducted by that Business Vendor, including the liabilities listed or described in Schedule 5, but excluding the Excluded Liabilities (whether or not listed or described in Schedule 5).

Business Plant and Equipment means those items listed or described in Part D - Schedule 3.

Business Properties means the Business Vendor Properties and the Target Group Properties.

Business Purchasers has the meaning given in the recitals to this agreement.

Business Records means in relation to each Business, all original and copy records, sales brochures and catalogues, lists of clients, documents, books, files, reports, accounts, plans and correspondence in the possession of the Business Vendor, any other member of the Retained Group or any Target Group Company, whether kept in hard or electronic form, that relate to, are used by, or are necessary for the operation of, that Business, excluding:

- (a) corporate, accounting and statutory records; and
- (b) records that the Business Vendor conducting such Business is required by applicable Law to retain.

Business Sale Agreements means each of the agreements set out in Agreed Form in Annexure A.

Business Technology means:

- (a) any Technology owned by any Target Group Company;
- (b) all Technology owned by any person within the Solution 6 Group, which is used in the Worldwide Business, including all Technology constituting the Products or necessary to the design, creation, maintenance, production, testing, selling, marketing, provision, distribution or other activities of the Worldwide Business related to the Products; and
- (c) all Technology otherwise listed in Part B - Schedule 3 and Part C - Schedule 3.

but excludes the Excluded Technology.

Business Trade Debt means, in relation to each Business, the amounts receivable in cash in connection with that Business due to the relevant Business Vendor at the Completion Date or which have become due thereafter by or in respect of trade debtors, excluding the Intra-Group Trading Indebtedness.

Business Vendor Properties means the leasehold properties listed in Part E - Schedule 3.

Business Vendors has the meaning given in the recitals to this agreement.

Claim means any claim, notice, demand, action, proceeding, litigation, investigation or judgment whether based in contract, tort, statute or otherwise.

Code means the United States Internal Revenue Code of 1986, as amended.

Competing Acquisition Proposal has the meaning given in clause 3.2(a)(i).

Completion means completion of the transactions contemplated by this agreement, the Share Sale Agreements and the Business Sale Agreements in accordance with the terms hereof and thereof.

Completion Cash has the meaning given in clause 7.2.

agreement, the other Transaction Documents or the consummation of the transactions contemplated hereby and thereby;

- (j) Transaction Expenses;
- (k) guarantees or other contingent liabilities (including so called take-or-pay or keep-well agreements) with respect to any indebtedness, obligation or liability of a type described in clauses (a) through (j) above of any other person; and
- (l) prepayment premiums, penalties or equivalents thereof with respect to any indebtedness, obligation or liability of a type described in clauses (i) through (k) above which would be payable if such indebtedness, obligation or liability would be paid at Completion.

Indemnification Claim means a claim for indemnification pursuant to clause 11.

Indemnification Claim Notice has the meaning given in clause 11.5(a).

Initial Purchase Price means the amount set out in clause 2.1.

Intellectual Property Rights means patents, trade marks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world.

Internal IT Systems means the information and communications technologies used by the Target Group Companies or, in relation to the Worldwide Business, a Business Vendor, including hardware, proprietary and third party software, networks, peripherals and associated documentation.

Insolvency Event means, in relation to a person:

- (a) the person suspending payment of its debts generally;
- (b) the person being or becoming insolvent (or if a court must presume that the person is insolvent) under the *Corporations Act*;
- (c) a receiver, receiver and manager, administrator or similar official being appointed in respect of the person or any of the assets or undertaking of the person, if that appointment remains in effect for more than seven days;
- (d) the person entering into or resolving to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them generally;
- (e) an order being made for the winding up or dissolution of, or the appointment of a provisional liquidator to, the person;
- (f) an application being made for an order of a kind referred to in paragraph (e) of this definition if that application is not withdrawn or dismissed within 21 days;
- (g) the person suffering execution (including distress, execution or seizure before judgment being enforced or levied) against any of its assets which has an adverse effect on its ability to perform its obligations under this agreement; or
- (h) any event which is analogous to any of the events referred to in paragraphs (a) to (g) inclusive of this definition occurring under the laws of any jurisdiction where the person is incorporated, has assets or carries on business;

Insurance Policies has the meaning given in Warranty 7 of Schedule 7.

Schedule 1 - Solution 6 Parties and FP Parties

Part A - Share Vendors and Share Purchasers

Share Vendor	Share Purchaser	Number of Target Company Shares	Target Company	Price \$
Solution 6 US Inc.	Softlaw Enterprise Holdings, Inc.	1,000	Novient Inc.	\$340,000
Solution 6 US Inc.	Softlaw Legal Holdings, Inc.	1,000	Solution 6 North America Inc.	\$20,399,999
Solution 6 Europe Limited	Softlaw Enterprise Holdings, Inc.	765	Solution 6 France SARL	\$340,000
Solution 6 Europe Limited	Softlaw Enterprise Holdings, Inc.	18,151	Solution 6 (Netherlands) BV	\$340,000
Solution 6 Pty Limited	Softlaw Legal Holdings (NZ) ULC	4,570,000	Solution 6 Limited	\$1,700,000

Part B - Business Vendors and Business Purchasers

Business Vendor	Business Purchaser	Jurisdiction of Business	Price \$
Solution 6 (UK) Limited	Softlaw Enterprise (UK) Ltd.	United Kingdom	\$340,000
Solution 6 (UK) Limited	Softlaw Legal (UK) Ltd.	United Kingdom	\$2,380,000
Solution 6 Pty Limited	Softlaw Enterprise Holdings (AUS) Pty. Ltd.	Australia	\$340,000
Solution 6 Pty Limited	Softlaw Legal Holdings (AUS) Pty. Ltd.	Australia	\$3,400,000
CMS/DATA IP Corporation	Softlaw Legal Holdings, Inc.	United States	\$2,040,000
Solution 6 Canada Inc.	3086156 Nova Scotia Company	Canada	\$1
Keystone Solutions (US) Inc.	Softlaw Legal Holdings, Inc.	United States	\$2,380,000

Signing page

EXECUTED as an agreement.

Signed for Solution 6 Holdings Limited by an authorised officer or attorney in the presence of:

A. Keddie ←
Signature of officer/attorney

A Bullock
Signature of witness

← IAIN KEDDIE
Name of officer/attorney (print)

ANDREW BULLOCK
Name of witness (print)

Signed for Solution 6 US Inc. by an authorised officer or attorney in the presence of:

A. Keddie ←
Signature of officer/attorney

A Bullock
Signature of witness

← IAIN KEDDIE
Name of officer/attorney (print)

ANDREW BULLOCK
Name of witness (print)

Signed for Solution 6 Pty Limited by an authorised officer or attorney in the presence of:

A. Keddie ←
Signature of officer/attorney

A Bullock
Signature of witness

← IAIN KEDDIE
Name of officer/attorney (print)

ANDREW BULLOCK
Name of witness (print)

Signed for Solution 6 (UK) Limited by an authorised officer or attorney in the presence of

A. Bullock
Signature of witness

ANDREW BULLOCK
Name of witness (print)

A. Kedd
Signature of officer/attorney ←

AIN KEDDIE
Name of officer/attorney (print) ←

Signed for Solution 6 Europe Limited by an authorised officer or attorney in the presence of

A. Bullock
Signature of witness

ANDREW BULLOCK
Name of witness (print)

A. Kedd
Signature of officer/attorney ←

AIN KEDDIE
Name of officer/attorney (print) ←

Signed for Solution 6 Canada Inc. by an authorised officer or attorney in the presence of

A. Bullock
Signature of witness

ANDREW BULLOCK
Name of witness (print)

A. Kedd
Signature of officer/attorney ←

AIN KEDDIE
Name of officer/attorney (print) ←

Signed for CMS/DATA IP Corporation by an authorised officer or attorney in the presence of

A. Bullock
Signature of witness

ANDREW BULLOCK
Name of witness (print)

A. Kedd
Signature of officer/attorney ←

AIN KEDDIE
Name of officer/attorney (print) ←

Signed for **Keystone Solutions (US) Inc.** by an authorised officer or attorney in the presence of

A. Kodd
Signature of officer/attorney ←

Andrew Bullock
Signature of witness ←

IAINKENDE
Name of officer/attorney (print)

ANDREW BULLOCK
Name of witness (print)

Signed for **Softlaw Holdings, Inc.** by an authorised officer or attorney in the presence of

Signature of officer/attorney ←

Signature of witness ←

Name of officer/attorney (print)

Name of witness (print)

Signed for **Softlaw Legal Holdings, Inc.** by an authorised officer or attorney in the presence of

Signature of officer/attorney ←

Signature of witness ←

Name of officer/attorney (print)

Name of witness (print)

Signed for **Softlaw Legal (UK) Ltd.** by an authorised officer or attorney in the presence of

Signature of officer/attorney ←

Signature of witness ←

Name of officer/attorney (print)

Name of witness (print)

Signed for **Keystone Solutions (US) Inc.** by an authorised officer or attorney in the presence of

Signature of officer/attorney

Signature of witness

Name of officer/attorney (print)

Name of witness (print)

Signed for **Softlaw Holdings, Inc.** by an authorised officer or attorney in the presence of

Signature of officer/attorney

Signature of witness

ANDREW GRAY
Name of officer/attorney (print)

DAVID T. IENALE
Name of witness (print)

Signed for **Softlaw Legal Holdings, Inc.** by an authorised officer or attorney in the presence of

Signature of officer/attorney

Signature of witness

ANDREW GRAY
Name of officer/attorney (print)

DAVID T. IENALE
Name of witness (print)

Signed for **Softlaw Legal (UK) Ltd.** by an authorised officer or attorney in the presence of

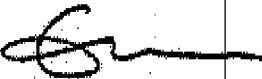
Signature of officer/attorney


Signature of witness

ANDREW GRAY
Name of officer/attorney (print)

DAVID T. IENALE
Name of witness (print)

Signed for Softlaw Legal Holdings (NZ) ULC by an authorised officer or attorney in the presence of

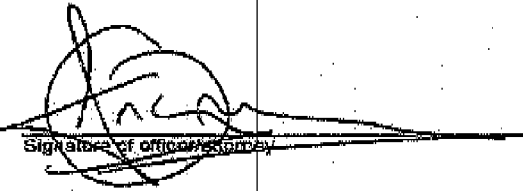

Signature of officer/attorney

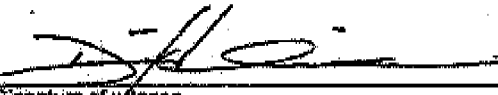

Signature of witness

DAVID T. IERALE
Name of witness (print)

Name of officer/attorney (print)

Signed for Softlaw Legal Holdings (AUS) Pty. Ltd. by an authorised officer or attorney in the presence of

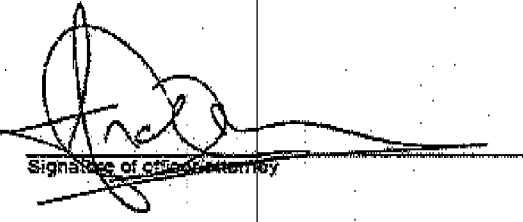

Signature of officer/attorney



Signature of witness

DAVID T. IERALE
Name of witness (print)

ANDREW GRAY
Name of officer/attorney (print)

Signed for Softlaw Enterprise Holdings, Inc. by an authorised officer or attorney in the presence of

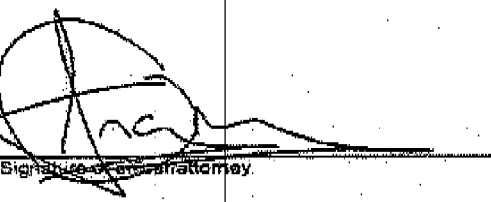

Signature of officer/attorney

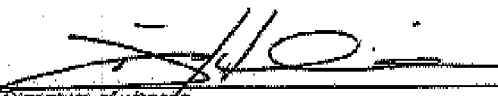

Signature of witness

DAVID T. IERALE
Name of witness (print)

ANDREW GRAY
Name of officer/attorney (print)

Signed for Softlaw Enterprise (UK) Ltd. by an authorised officer or attorney in the presence of


Signature of officer/attorney

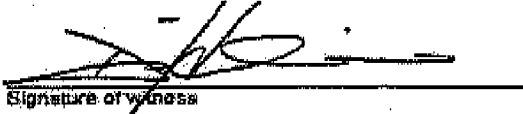

Signature of witness

DAVID T. IERALE
Name of witness (print)

ANDREW GRAY
Name of officer/attorney (print)

Signed for Softlaw Enterprise Holdings (AUS) Pty. Ltd. by an authorised officer or attorney in the presence of

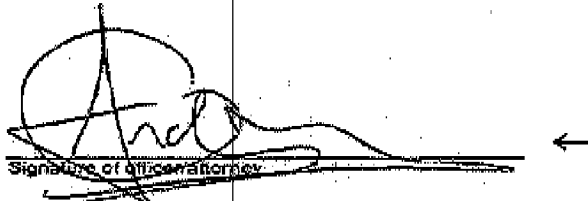

Signature of officer/attorney ←


Signature of witness ←

ANDREW GRAY
Name of officer/attorney (print)

DAVID T. IENALE
Name of witness (print)

Signed for 3086156 Nova Scotia Company by an authorised officer or attorney in the presence of


Signature of officer/attorney ←


Signature of witness ←

ANDREW GRAY
Name of officer/attorney (print)

DAVID T. IENALE
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