

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Management Systems and Programming Ltd.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: *United Kingdom*
- Other

Citizenship (see guidelines) *United Kingdom*

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: *Allen Systems Group, Inc.*

Internal

Address:

Street Address: *1333 Third Ave. South*

City: *Naples*

State: *FL*

Country: *USA* Zip: *34102*

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship *DE*
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance (Execution Date(s) :

Execution Date(s) *8/5/1998*

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

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

A. Trademark Application No.(s)

73515086

B. Trademark Registration No.(s)

1349090

Additional sheet(s) attached? Yes No

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

CONTROLMANAGER

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

Name: *Allen Systems Group, Inc.*

Internal Address: *Derek Eckelman*

Street Address: *1333 Third Ave. South*

City: *Naples*

State: *FL* Zip: *34102*

Phone Number: *239.435.2302*

Fax Number: *239.212.3502*

Email Address: *derek.eckelman@asg.com*

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ *40.00*

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

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number *501795*

Authorized User Name *Derek Eckelman*

9. Signature:

[Signature]
Signature

6/29/2005
Date

Derek Eckelman

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: *57*

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

CH \$40.00 501795 1349090

ASSET PURCHASE AGREEMENT

by and between

ALLEN SYSTEMS GROUP, INC.

and

MSP International Sales Holdings B.V.

Closing Date: August 5, 1998

Binder 1 of 1

Asset Purchase Agreement

This agreement is entered into this 5th day of August, 1998, by and between Allen Systems Group, Inc., 1333 Third Avenue South, Naples, Florida 34102, a Delaware corporation, hereinafter referred to as "ASG" and MSP International Sales Holdings B.V., hereinafter referred to as "Company."

WHEREAS, the Company is owner of the software products listed on the Software Schedule attached hereto and incorporated herein as Exhibit 1.00A, including, but not limited to, source code, object code and documentation in machine readable and hardcopy format associated with each of the products, as well as other assets listed on the Asset Schedule which is attached hereto and incorporated herein as Exhibit 1.00B, all of which is hereafter collectively referred to as the "Purchased Assets", and

WHEREAS, David Gomes da Costa owns one hundred percent (100%) of the Company, hereinafter referred to as "Shareholder," and

WHEREAS, ASG, subject to the terms and conditions herein, desires to purchase the Purchased Assets, and

WHEREAS, the Company, subject to the terms and conditions herein, desires to sell the Purchased Assets;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein, the parties agree as follows:

Article I – Purchase and Sale

1.01 Purchase and Sale of Products: Subject to the terms and conditions of this Agreement, the Company agrees to sell, transfer and assign to ASG and ASG agrees to purchase all of the right, title and interest of the Company in and to the Purchased Assets as listed on the Software Schedule which is attached hereto and incorporated herein as Exhibit 1.00A and the Asset Schedule which is attached hereto and incorporated herein as Exhibit 1.00B, free and clear of any and all encumbrances whatsoever. By purchasing the Purchased Assets, ASG shall be entitled to ownership of, and the Company shall deliver at Closing, all the agreements, documentation and materials specified in the Software Schedule and the Asset Schedule and any and every other instrument necessary to convey and transfer, as of the date of Closing, a free and unencumbered title to the Purchased Assets to ASG. The Company also agrees to deliver such further documents after the Closing as shall be reasonably necessary to fulfill the purposes of this provision.

1.02 Purchase Price: ASG agrees to pay the Company in consideration for the sale of the Purchased Assets the Purchase Price as defined on the Pricing Schedule which is attached hereto and incorporated herein as Exhibit 1.02.

1.03 Receivables: The parties acknowledge that ASG is not purchasing any accounts receivable of the Company (or any affiliate of the Company) hereunder and all such amounts shall remain the property of the Company (or one of its affiliates). The Company (or its affiliates, as the case may be) shall continue, after the Closing Date, to collect all accounts receivable from the first, second and third quarter of 1998 (and any prior periods) existing prior to the Closing Date, provided, however, that this shall not

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include any accounts receivable relating to the sale of products or professional services to be delivered or rendered by ASG after the Closing Date other than, (i) maintenance services and annually renewable license fees that were due to be invoiced prior to the Closing Date (or, in the case of the GSA schedule contract or similar maintenance arrangements or annually renewable licenses to be invoiced in the third quarter of 1998, with such invoice due on or prior to September 30, 1998), or (ii) those accounts receivable listed on Exhibit 1.03 relating to product orders received by the Company (or an affiliate) prior to the Closing Date where the product has been delivered to the customer and the order is currently in the acceptance period so long as the product has been finally accepted by such customer prior to September 8, 1998. The Company shall use its best efforts to deliver to ASG a schedule of all accounts receivable (including customer name and amount of such account receivable) as of the Closing Date (the "Accounts Receivable"). ASG shall cooperate with the Company as reasonably requested to make available to the Company documents or other information reasonably necessary to assist the Company after the Closing Date in collecting Accounts Receivable or any other amounts due the Company from customers relating to periods prior to the Closing Date. All amounts received by ASG after the Closing Date from customers listed on the Accounts Receivable schedule with respect to maintenance services or annually renewable license fees shall be promptly remitted to the Company until such time as the outstanding Account Receivable from such customer has been paid in full (without regard to whether such amount was remitted to ASG for a period or periods after the Closing Date). Any amounts collected by the Company from such customers for periods after the Closing Date in excess of the amount of such customer's Account Receivable shall be promptly

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remitted to ASG. Each party shall make available to the other party such documents as are reasonably necessary to verify compliance with this Section.

1.04 Employment Offers: Prior to the Closing (as defined below), the Company will use its commercially reasonable efforts to keep available to ASG the services of the Company's employees, and to preserve for ASG the present relations between the Company and its suppliers, customers, and other persons having business relations with the Company with respect to the Purchased Assets.

Prior to the date of Closing, or for a period of one (1) year after the date of execution of this Agreement should the Closing not occur, ASG shall make no contacts with or offers of employment to any of the employees of the Company.^y

After the date of Closing, ASG shall offer employment to each of the employees, whose names, job descriptions and compensation are attached hereto and incorporated herein as Exhibit 1.04 (the "Transferred Employees"). Such offer of employment shall be on ASG's standard terms and conditions of employment and with compensation of such employees based on comparable salaries and compensation paid to current ASG employees with similar job responsibilities. Neither the Company nor Shareholder shall interfere with ASG's negotiations and both agree to assist ASG in the transfer of any of its employees from the Company to ASG. The Company shall be responsible for all payments, both current and accrued, due existing employees, including, but not limited to, salaries, bonuses, commissions, expense reimbursements and accounts, fringe benefits and any other similar obligations up to the date of Closing but in no event beyond August 15, 1998.

So long as ASG complies with its obligations pursuant to this Section 1.04, ASG shall have no responsibility to provide any severance payments or any compensation of any nature whatsoever to any of the Company's employees who do not become employed by ASG (including those employees not listed on Exhibits 1.04) and the Company shall indemnify and hold ASG harmless from any claims made by any of the Company's employees or any governmental agency (including but not limited to any transfer of undertakings (protection of employment) regulations related claims) for any such severance payments and/or other compensation. ASG shall however, reimburse the Company for any such payments made by the Company to an employee of the Company who does not become employed by ASG immediately following the Closing, but within three months of the date of the Closing, becomes employed by, or a consultant to ASG. ASG will also be under no obligation under any Company salary, vacation pay or other employee benefit plans or compensation arrangements in effect on or prior to the date of Closing, except that ASG will assume the liability for each employee hired, a maximum of up to two weeks of accrued vacation (and a pro rata number of weeks (not to exceed three weeks) with respect to employees located outside the United States who are entitled to more than four weeks annual vacation) and ASG will credit years of service with the Company as years of service with ASG for purposes of its vacation plan and other employee benefit or welfare plans.

1.05 Office Leases and Facilities: ASG desires to maintain the Company's offices located in Munich, Germany (the "Munich Lease"), Hamburg, Germany (the "Hamburg Lease") and London, England (the "London Lease") (collectively, the "Office Leases") (each of which is attached hereto as Exhibit 1.05) and the Company, therefore,



shall, to the extent assignable, assign the Office Leases to ASG, with lessor's consent, and ASG shall assume the obligations associated with the Office Leases as of the Closing Date.

1.06 Equipment Lease: ASG desires the continued use of leased equipment currently located at the Company's (or its affiliates') location(s) and the Company (or its affiliate) shall, to the extent assignable, assign the leases to ASG, with lessor's consent, and ASG shall assume the obligations associated with such leases, for the equipment as listed on Exhibit 1.06 which is attached hereto and incorporated herein. To the extent such leases are not assignable, ASG agrees to sublease such equipment from the Company (or its affiliate) on terms identical to the terms provided in the equipment lease.

1.07 Other Obligations and Liabilities: ASG agrees to assume the other obligations and liabilities of the Company for assets sold to ASG by the Company as listed on Exhibit 1.07 which is attached hereto and incorporated herein. ASG shall deliver to the Company at the Closing such further documents as shall be reasonably necessary to fulfill the purposes of this provision. Notwithstanding this provision, however, ASG shall be under no obligation to assume any other liabilities of the Company not specifically enumerated on Exhibit 1.07, including, but not limited to:

- a. any royalties, liens, bonuses, or other encumbrances relating to any of the Purchased Assets;
- b. costs, expenses and liabilities related to litigation and other claims against the Company;
- c. legal, investment banking and broker fees relating to the negotiation and completion of this transaction; and

d. tax liabilities relating to the completion of the transactions described in this Agreement, or otherwise; provided, however, that ASG agrees that (i) to the extent the payments are made to the Company, it will not withhold any amounts in respect of taxes from any payments due hereunder except, if applicable, with respect to payments of Contingent Purchase Price directly attributable to sales to customers located within the United States, and (ii) to the extent payments are made to another entity other than the Company it will only withhold amounts as required by applicable law; provided, further, that to the extent that ASG determines in good faith that it is required by a change in applicable law or regulations to withhold any additional amounts in respect of taxes from any payments due hereunder, it shall give the Company at least thirty-days written notice of its intention to withhold from such payments, which notice shall include a full statement upon which ASG has made the determination that it is required by applicable law to withhold from such amounts. If ASG fails to give the notice provided hereunder and the Company succeeds in obtaining a refund of all or any portion of the taxes withheld, ASG shall pay any and all costs and expenses incurred by the Company in obtaining such refund including, without limitation, legal and accounting fees.

1.08 Excluded Assets. Other than the Purchased Assets (which are described on Exhibits 1.00A and 1.00B hereto), the Company is not selling, assigning or conveying to ASG any other assets of the Company or Shareholder, and the Company and Shareholder, as the case may be, shall retain title to all such other assets.

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Article II – Representations and Warranties of the Company

2. Representations and Warranties of the Company: The Company represents and warrants to ASG as follows, and wherever in this Article II the Company gives a representation or warranty qualified by the Company's "knowledge" or "best knowledge," such terms shall also include the actual knowledge of Shareholder:

2.01 Organization and Good Standing: The Company is duly organized, validly existing, and in good standing under the laws of the Netherlands. The Company has full power to own all of its properties and to carry on its business as it is now being conducted.

2.02 Authority: The Company has the authority, pursuant to its articles of incorporation and bylaws, and pursuant to such additional action as is necessary by its officers, directors, and shareholders, to execute this Agreement and to consummate the transactions provided for herein.

2.03 No Violation of Obligations: The execution and delivery of this Agreement, and the consummation of the transactions provided for herein, will not violate any agreement or commitment made by the Company, or any requirement binding on the Company, including but not limited to, any lease, contract, loan agreement, promissory note, franchise agreement, court order, judgment, regulatory ruling, or arbitration award.

2.04 Financial Statements of the Company: Attached hereto as Exhibit 2.04A are the 1996 audited financial statements for the affiliated distributors (the "Distributors") as well as the unaudited financial statements relating to 1997 and the interim financial statements, to the extent such financial statements exist, for the first and second quarters



of 1998 with respect to the Distributors. These statements accurately reflect the financial condition of the Company as of the dates indicated thereon. Neither the fiscal year-end statements nor the interim internal financial statements are, to the best knowledge of the Company, misleading in any material respect. Material is defined as a misrepresentation or mistaken belief, which in the aggregate exceeds twenty-five thousand dollars (\$25,000).

Exhibit 2.04B contains a true and accurate schedule of all customers to whom the Company sent invoices for maintenance and annually renewable license fees with respect to the first three calendar quarters of 1998, including the amount of the invoices for each such customer, and a schedule of all customers to whom the Company expects to send invoices for maintenance and annually renewable license fees with respect to the fourth calendar quarter of 1998, including the expected amount of the invoice for each such customer. The Company represents and warrants that, as of the Closing Date, it has collected the amount designated as collected on Exhibit 2.04B with respect to the first and second quarter invoices. With respect to the fourth quarter customers, the Company makes no representations or warranties as to the collectability of such invoices, only that, except as otherwise disclosed, such customers have not, to the best of the Company's knowledge, notified the Company, or any of its affiliated distributors, of such customers' intention to not continue maintenance services from the Company. For purposes of this Section 2.04, the information set forth on Exhibit 2.04B shall be deemed accurate (and ASG shall have no claim for breach of this Section 2.04) if the total amount of such maintenance and annually renewable license fees collected from the customers on such Exhibit equals or exceeds \$6.8 million with respect to 1998.



2.05 Title to Purchased Assets: Except for the OWR Products (as defined in Section 2.08), with respect to which the Company makes no representations or warranties, the Company has good and marketable title to all of the Company's Purchased Assets described in Exhibits 1.00A and 1.00B. All of the Purchased Assets are free and clear of any restrictions on or conditions to transfer and assignment and free and clear of any deeds of trust, mortgages, liens, pledges, charges, encumbrances, or any claims of any nature whatsoever. All of the Purchased Assets are in satisfactory and operational condition. Specifically, any and all software products listed in Exhibit 1.00A perform, within normal industry tolerances, all of the functions as outlined in the Company's product manuals. With respect to the OWR Products, the Company will transfer to ASG whatever title it obtained from Infospan pursuant to the purchase agreement attached hereto as Exhibit 2.05.

2.06 Operations Prior to the Closing Date. Between the date of the signing of this Agreement and the Closing Date, except as disclosed on Exhibit 2.06 (which Exhibit will be updated as of the Closing Date), to the best of the Company's knowledge, there has not been any change in the business practices of the Company which has or may be reasonably expected to have a Material Adverse Effect (as defined below) on the Company. For purposes of this Agreement, a "Material Adverse Effect" shall mean any adverse effect that results in a loss that, in the aggregate, exceeds \$25,000.

2.07 Legal Proceedings and Litigation: Except as disclosed on Exhibit 2.07, there are no private or governmental proceedings pending, or to the knowledge of the Company, threatened, against the Company, including, but not limited to, any


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investigation, audit, lawsuit, threatened lawsuit, arbitration, or other legal proceedings of any nature whatsoever.

The Company is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality. The Company is not presently engaged in any legal action to recover monies due or damages.

2.08 Intellectual Property. The Company warrants to ASG that the Company's software products listed in Exhibit 1.00A, are registered by the Company in the jurisdictions set forth on Exhibit 2.08. To the knowledge of the Company, all of the Company's software products listed in Exhibit 1.00A do not, and their use does not, infringe any patent, copyright, or trade secret. For purposes of this Section 2.08, however, the Company makes no representations or warranties with respect to any products associated with or related to Open Workgroup Repository ("OWR") which the Company purchased from Infospan in April of 1995.

2.09 Material Agreements and other Contracts: Except as disclosed on Exhibit 2.09, the Company is not a party to, nor are any of the Purchased Assets subject to, any agreement not entered into in the ordinary course of business, any indenture, security agreement, security interest, lease or any agreement that is unusual in nature, duration or amount, including, but not limited to, any agreement requiring the performance by the Company of any obligation for a period of time extending beyond one (1) year from the date of Closing or calling for a consideration of more than \$25,000. The Company is not a party or bound by any agreements that would materially detract from or interfere with the present or intended use of the Purchased Assets.



2.10 Employees: None of the employees listed on Exhibit 1.04 is a party to any employment agreement or other contract with the Company, nor are any of such employees entitled to any fringe benefits or other compensation except as reflected on Exhibit 1.04. Except as disclosed on Exhibit 2.10, none of the employees on Exhibit 1.04 are subject to any collective bargaining agreement or other union agreement, nor is the Company aware of any effort to organize any of the work force on Exhibit 1.04. Except as disclosed on Exhibit 2.10, no disputes or claims against their respective employer have been commenced on behalf of any of the employees on Exhibit 1.04, including, but not limited to, claims of employment discrimination, violation of wage and hour laws, or claims relating to past unpaid compensation.

2.11 Compliance with the Law: To the knowledge of the Company, the Company has complied in all material respects, with, and is not in violation, in any material respect, of applicable federal, state, local or international statutes, laws and regulations.

2.12 Environmental Compliance: To the knowledge of the Company, the Company is in compliance in all material respects with all applicable federal, state, and local laws, rules, and regulations relating to environmental regulation and the disposal of waste products. The Company does not lease, own, or operate a facility on, and has not leased, owned or operated a facility on, any land or real property subject to any environmental contamination, violation, or requirement for clean up or any other environmental remediation.

2.13 Customer Agreements: The agreements listed on Exhibit 2.13 which is attached hereto and incorporated herein represent all of the obligations of the Company to provide maintenance or support to the Company's customers. The Company further

warrants that there is nothing contained within any of these agreements which would restrict ASG rights to charge the Company's customers prevailing maintenance fees after expiration or termination in accordance with the terms of such license agreements.

2.14 Distributors: The Company's distributors and agents are listed on Exhibit 2.14 which is attached hereto and incorporated herein. This list also contains an accurate representation of revenues the Company received from the distributors in the most recent and prior fiscal years.

2.15 Taxes. There are no facts or circumstances which could, directly or indirectly, subject ASG to any liability for taxes relating to or arising out of the operation of the Company, or the failure on the part of the Company to file a correct tax return, or subject the Purchased Assets to any lien resulting from the failure to pay, withhold or otherwise satisfy any outstanding tax liabilities of the Company.

2.16 Year 2000 Compliance: As of the Closing Date, except for any OWR product, the Company warrants that all of the Company's software products listed on Exhibit 1.00A shall operate correctly and consistently with dates and times before, during and after the year 2000; provided that: (i) such software product is operated on the hardware specified for such software product; (ii) such software product is used as contemplated by and in accordance with user documentation for such software products; and (iii) no faulty records are delivered to or introduced into such software product from any software or hardware not created by the Company. The Company's customers do not have any recourse with respect to any Year 2000 related software bugs in any such software products and are not otherwise entitled to any damages for any such bugs except, (i) to the extent provided in the Company's standard warranties given in connection with

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such software products, and (ii) with respect to maintenance services to correct the problem. ASG agrees not to expand the recourse of the customers under the Company license and maintenance agreements.

2.17 Complete Disclosure: To the knowledge of the Company, none of the representations and warranties made by the Company, or made in any certificates or written memorandum furnished or to be furnished contains or will contain any untrue statement of material fact, or omit any fact known by the Company which would be misleading.

Article III - ASG's Representations and Warranties

3. ASG's Representations and Warranties: ASG represents and warrants to the Company as follows:

3.01 Authority: ASG has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement and no approvals or consents of any person is necessary in connection with this transaction. Further, ASG warrants to Company that all corporate actions necessary have been taken to authorize this contract and ASG performance hereunder. This Agreement is the valid and binding agreement of ASG in accordance with its terms except as limited by bankruptcy, insolvency, reorganization or other similar laws affecting the rights of creditors generally and by general equitable principles.

3.02 Compliance with Law: ASG has complied, in all material respects, with and, is not in violation, in any material respect of, applicable federal, state, or local statutes, laws and regulations affecting the performance of the Agreement by ASG.



3.03 Litigation: There is no suit, action, arbitration, or legal, administrative or other proceeding or governmental investigation pending or, to the best of ASG's knowledge threatened against ASG which could affect its performance under this Agreement or materially affect its financial condition.

ASG is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality, and is not presently engaged in any legal action to recover monies due or damages, which such default or legal action could affect its performance under this Agreement or materially affect its financial condition.

3.04 Sufficiency of Resources: ASG represents that it has, and will have during the term of this Agreement, sufficient facilities, resources and personnel to properly and adequately sell and market the Company's products and perform its obligations under the Company's maintenance arrangements and this Agreement, and is not precluded by any existing arrangement, contractual or otherwise, from entering into this Agreement.

3.05 Full Disclosure: To the best of ASG's knowledge, none of the representations and warranties made by ASG, or made in any certificates or written memorandum furnished or to be furnished contains or will contain any untrue statement of material fact, or omit any material fact, the omission of which would be misleading.

3.06 Financial Condition: All financial statements provided to the Company, if any, accurately represent the financial condition of ASG and disclose all material liabilities, claims and debts not in the ordinary course of business, whether contingent or otherwise.

Article IV – Conditions to Closing

4.01 Conditions to Closing: ASG and the Company's respective obligations to consummate the closing are subject to each of the following:

- a. The other parties have performed and complied with their obligations to be completed prior to the date of Closing;
- b. The other parties' representations and warranties in this Agreement, or in any document delivered in connection with this transaction, shall be true in all material respects as of the date of Closing as though such representations and warranties were made again at such time; and
- c. The Company shall have delivered to ASG each of the Exhibits listed in Section 10.01 herein that have not been affixed to this Agreement at the time of its execution (the "Post-Execution Exhibits"). Each such Post-Execution Exhibit shall be signed by ASG and the Company, respectively.
- d. The Company shall cause its affiliates to execute and deliver a bill of sale, in a form and substance reasonably satisfactory to ASG, evidencing the transfer of the assets contained on Exhibit 1.00B for a purchase price of \$75,000 (which is in addition to the Initial Purchase Price). The parties agree that at the Closing they will allocate a portion of the Initial Purchase Price to such assets that when added to \$75,000 equals such assets' book value.
- e. All documents and instruments delivered by the other parties at the Closing shall be reasonably satisfactory to the recipient party.

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Article V – Closing

5.01 **Closing:** The Closing of all transactions provided for herein will occur at the Company's offices in Amsterdam, Netherlands on August 14, 1998 or such other date as agreed to by the parties in writing. The transactions at Closing, when effective, will be deemed to be effective as of the opening of the business on the day following Closing, except as otherwise specifically provided at the time of Closing. All actions to be taken at Closing will be considered to be taken simultaneously and no documents will be considered to be delivered until all documents to be delivered at the Closing have been executed and delivered. The following actions will occur at the Closing:

a. The Company and ASG will each execute a certificate, which shall be attached hereto and incorporated herein as Exhibit 5.01a, stating that all representations and warranties made by them respectively in this Agreement continue to be complete and accurate.

b. The Company will deliver to ASG an opinion of the Company's legal counsel in the Netherlands, in a form reasonably satisfactory to ASG, which shall be attached hereto and incorporated herein as Exhibit 5.01b.

c. ASG will pay the Initial Purchase Price for the Purchased Assets in cash or certified funds, by wire transfer or in another form, which is satisfactory to the Company.

d. The Company will execute any and all documents necessary to transfer title to the Purchased Assets described in Exhibit 1.00A and 1.00B.

e. The parties will also execute, at Closing or thereafter, and any all other documents reasonably necessary to effectuate the terms of this Agreement.



Article VI – Indemnification and Credits

6.01 Survival of Representations and Warranties: The representations and warranties of the Company and ASG shall survive the Closing for a period of one year, except that the representations and warranties contained in Sections 2.05 and 2.08 relating to the Company's ownership of intellectual property rights in the Purchased Assets shall survive the Closing for a period of three years, thereafter all such representations shall expire and be of no further effect.

6.02 Indemnification by the Company: The Company agrees to indemnify and hold ASG harmless from and against the following:

- a. Any and all liabilities, losses, damages, claims, costs and expenses of the Company of any nature, whether absolute, contingent or otherwise, except those specifically enumerated in Exhibit 1.07;
- b. Any and all liabilities, losses, damages, claims, costs and expenses (collectively, "Losses") that result in actual damages to ASG resulting from any misrepresentation, breach of any warranty, or non-fulfillment of any covenant or agreement on the part of the Company contained in this Agreement or in any statement or certificate furnished or to be furnished by the Company to ASG pursuant hereto or in connection with the transactions contemplated hereby; and
- c. Any and all actions, suits, proceedings, demands, assessments, or judgments, costs and expenses, including, but not limited to attorneys fees and suit costs, incident to any of the foregoing.

6.03 Indemnification by ASG: ASG hereby agrees to indemnify and hold the Company and Shareholder harmless from and against the following:

a. Any and all Losses of the Company arising out of or resulting from ASG's failure to perform its obligations pursuant to this Agreement or from the ownership or operation of the Assets arising after the Closing Date;

b. Any and all Losses of the Company resulting from any misrepresentation, breach of any warranty, or non-fulfillment of any covenant or agreement on the part of ASG contained in this Agreement or in any statement or certificate furnished or to be furnished by ASG to Company pursuant hereto or in connection with the transactions contemplated hereby; and

c. Any and all actions, suits, proceedings, demands, assessments or judgments, costs and expenses, including, but not limited to, any attorneys fees and court costs incident to any of the foregoing.

6.04 Indemnification Procedure: The parties intend that all indemnification claims hereunder be made as promptly as practicable by the party seeking indemnification (the "Indemnified Party") (but in no event more than one year after the Closing or three years after the Closing if the indemnification claim relates to the ownership of the Company's intellectual property rights in the Purchased Assets). Whenever any claim shall arise for indemnification hereunder, the Indemnified Party shall promptly notify the other party ("Indemnifying Party") of the claim in writing and, when known, the facts constituting the basis for such claim and such notice shall include copies of all information and documentation relating to the claim (including invoices and bills substantiating the claim amount to the extent that they exist). The notice of claim to the Indemnifying Party shall specify, if known, the amount or an estimate of the amount of the liability arising therefrom. The Indemnified Party shall be required to notify the Indemnifying Party in



writing of any written claim within thirty (30) days after the receipt of such claim. The Indemnified Party shall not settle or compromise any claim by a third party for which it is entitled to indemnification hereunder without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall be entitled, at its own cost and expense, to assume defense of any third party claim with counsel of its choosing and the Indemnified Party shall cooperate with the Indemnifying Party and make reasonably available such information and facilities as may be necessary for the contest of the claim. If the Indemnifying Party is of the opinion that the Indemnified Party is not entitled to indemnification, or is not entitled to indemnification in the amount claimed in such notice, it shall deliver, within twenty (20) business days after the receipt of such notice, the written objection to such claim and written specifications in reasonable detail of the aspects or details objected to, and the grounds for such objection. If the Indemnifying Party shall file timely written notice of its objection to any claim for indemnification, the Indemnified Party shall have no further claim against the Indemnifying Party unless the Indemnified Party commences an arbitration proceeding in accordance with 12.09 herein within six (6) months after the giving of such notice of objection.

6.05 Credits against Future Payments: If ASG becomes entitled to indemnification pursuant to this Article VI, ASG shall, subject to the time limits in Section 6.04 and the dollar limitations in Section 6.06, first off-set payments it may owe the Company from time to time under the terms of the Pricing Schedule which is attached hereto as Exhibit 1.02 against such indemnifiable amounts. If amounts currently owed the Company pursuant to Exhibit 1.02 are insufficient to satisfy such indemnification




obligation, then ASG shall be entitled to seek payment from the Company (or the Shareholder pursuant to Section 6.06(a)). The parties acknowledge that ASG is not entitled to immediate payment or off-set unless the procedures set forth in Section 6.04 have been fully complied with by ASG. Furthermore, to the extent that the Company properly disputes a claim in accordance with the procedures set forth in Section 6.04, ASG shall not be entitled to payment or off-set until such time as an arbitration award in favor of ASG has become final.

6.06 Limitations on Indemnification Obligations of the Company and the Shareholder. The Company shall not provide indemnification pursuant to this Article VI unless the total of such indemnification claims exceed \$50,000 and only to the extent such amounts exceed \$50,000. The maximum liability of the Company for all indemnifiable events asserted by ASG pursuant to this Article VI, however, shall be further limited as follows:

a. The Company's maximum indemnification obligation pursuant to this Article VI shall be limited to \$3,650,000 (the "Initial Indemnification Limit") plus the amount of any Contingent Purchase Price, if any, with respect to all indemnification claims brought by ASG within 12 months after the Closing. ASG may, within such 12 month period, seek indemnification directly from the Shareholder for amounts not to exceed the Initial Indemnification Limit;

b. For all indemnification claims brought against the Company after the first 12 months after the Closing but within 36 months after the Closing, the Company's maximum liability shall be reduced to an amount equal to any unpaid Contingent Purchase Price owed to MSP Management Services AG; and

c. Neither the Company nor the Shareholder shall have liability for any indemnification claims brought more than 36 months after the Closing Date.

6.07 Special Indemnification With Respect to Withholding Taxes. The Company and the Shareholder agree, jointly and severally, to indemnify and hold ASG harmless, on an after-tax basis, from and against any United States Withholding Tax liability (including interest and penalties, but only to the extent such interest and penalties are directly attributable to ASG complying with the requirements of this Section) resulting from ASG's failure to withhold United States Withholding Tax from payments of Contingent Purchase Price. ASG shall comply in all respects with the indemnification procedures set forth in Section 6.04 before seeking indemnification pursuant to this section. ASG's failure to comply with the indemnification procedures set forth in Section 6.04 shall bar ASG's indemnification claim pursuant to this section. Indemnification claims pursuant to this section may be brought without regard to the time limitations set forth in Section 6.06 herein. All claims pursuant to this Section 6.07 shall expire, however, upon the expiration of the relevant statutory limitation period with respect to the collection and remission of United States Withholding Taxes (based upon such returns being filed on or prior to such returns' due date).

6.08 Limitation on Damages. Notwithstanding anything contained in this Agreement to the contrary, except for indemnification claims made pursuant to Article VI herein, ASG, on the one hand, and the Company, on the other hand, shall only have the right to make a claim against the other for damages, if the non-claiming party has willfully and materially breached any of its representations, covenants or agreements set forth in this Agreement. For purposes of this provision, a party shall be deemed to have willfully

breached any of its representations, covenants or agreements set forth in this Agreement if such party has intentionally and knowingly taken, or intentionally and knowingly failed to take, any action which causes a breach of any of its representations, covenants or agreements set forth in this Agreement.

Article VII – Covenants not to Compete

7.01 Non-competition Covenant: For a period of seven years from the Closing relative to the Company's mainframe computer software business and for a period ending on December 31, 2001 relative to the Company's non-mainframe computer software business, the Shareholder shall not, directly or indirectly, engage in a business or enterprise in the development or marketing of any Competing Computer Software (as defined below), and during such period shall not solicit or attempt to solicit sales or licenses of any competing computer software, interfere with, disrupt or attempt to disrupt the relationship, contractual or otherwise between ASG and its customers, suppliers, agents, consultants, officers or employees. This paragraph shall be applicable on a worldwide basis.

For purposes of this Agreement, the phrase "Competing Computer Software" means any software product which has the same or substantially similar purposes as the software listed on Exhibit 1.00A, which performs functions substantially similar to the software, and the marketing of which would tend to inhibit licensing or marketing of the software. The provisions of this section shall prevent the Shareholder from investing his assets in securities of any corporation engaged in business competitive to that of ASG, provided that the Shareholder shall not be prevented from owning up to five percent (5%) of the total shares of all classes of stock outstanding of any corporation.



The undertaking of this non-competition covenant is an integral part of this transaction and the consideration paid by ASG pursuant to this Agreement shall be consideration not only for the asset purchase, but also for the undertaking of this non-competition covenant. If this covenant is unenforceable in any one jurisdiction, it shall not render the covenant unenforceable in other jurisdictions. If this covenant is deemed too broad in any jurisdiction, the covenant shall be altered to meet the requirements of that jurisdiction, for purposes of enforcement, but in no event shall the covenant be rendered null and void.

Article VIII -- Non-Disclosure

8.01 Publicity: All notices to third parties and all other publicity concerning the transactions contemplated by this Agreement shall be jointly planned and coordinated by and between Company and ASG. Attached hereto as Exhibit 8.01 is a form of notice of a statement of direction to be delivered to the employees of the Company (or its affiliates) describing the transactions contemplated hereby. Neither of the parties shall act unilaterally in this regard without the prior written approval of the other; however, such approval shall not be unreasonably withheld.

8.02 Non-Disclosure of Agreement Terms: Except by mutual agreement, no party shall disclose any of the terms and conditions of this Agreement except as may be necessary to enforce its terms, or as ordered by a court of competent jurisdiction.

8.03 Confidentiality: The Company and ASG acknowledge that any information that either has learned about the other during the course of this transaction is confidential and may contain valuable proprietary trade secrets, and accordingly its use and disclosure must be strictly controlled. All parties, their officers, directors, and other representatives

will hold any information in strict confidence and will not use, disclose or proliferate any information derived about the other during the course of this transaction prior to the date of Closing. The Company shall not disclose any information learned about ASG after the date of Closing, without the written approval of ASG. There shall be no disclosure of the financial terms set forth in this Agreement unless required by law or by financial disclosure rules applicable to ASG.

Article IX – Termination and Allocation of Costs

9.01 Due Diligence and Termination: Except as otherwise provided herein, this Agreement shall be effective upon the date of execution. During the period of due diligence which shall commence prior to the execution of this Agreement and terminate on the date of Closing, ASG will confirm all of the information provided by the Company regarding customer contracts, recurring revenue, and other information, the nature of which has caused ASG to enter into this Agreement. If prior to the close of business on August 13, 1998, ASG comes to a conclusion which, in ASG's sole discretion, determines that it is not in ASG's best interest to go forward with the transaction contemplated herein, ASG can cancel this Agreement by notifying the Company in writing of its intent. Cancellation is effective immediately upon the receipt of the notification by the Company.

9.02 Termination upon Review of Exhibits: The parties acknowledge that the Post-Execution Exhibits will be delivered by the Company or ASG, as the case may be, after this Agreement has been executed. Furthermore, it is the party's intention that all such Post-Execution Exhibits shall be prepared and delivered to ASG (or by ASG to the Company, as the case may be) as promptly as possible after the execution of this Agreement but in any event prior to the Closing Date. Upon receipt of all Post-Execution

Exhibits, ASG (or the Company, as the case may be) shall have the reasonable opportunity to review such Exhibits. If, upon the earlier of two business days after the delivery of such Post-Execution Exhibits or the close of business on August 13, 1998, ASG (or the Company, as the case may be) is not reasonably satisfied with the substance of such Exhibit, ASG (or the Company, as the case may be), in its sole discretion can cancel this Agreement by notifying the other party in writing of its intent. Cancellation is effective immediately upon the receipt of the notification by the other party.

9.03 Termination on Default: If either party materially defaults in the due and timely performance of any of its warranties, covenants, or agreements under this Agreement, the other party may, on or before the Closing Date, give notice of termination of this Agreement by writing to the last noticed address by certified mail, return receipt requested, or overnight courier, receipt signature required. The notice shall specify with particularity the default or defaults on which the notice is based. The defaulting party shall have until the earlier of (i) August 13, 1998 or (ii) ten (10) days to cure such default before such termination shall become effective. The right to termination is in addition to any other legal rights of the Company or ASG.

9.04 Procedure and Effect of Termination. If this Agreement is terminated as provided herein: (i) upon request therefor, each of the parties hereto will redeliver all documents, work papers and other material of the other parties relating to the transactions contemplated hereby, whether obtained before or after the execution hereof, to the party furnishing the same; (ii) no party shall have any liability for a breach of any representation, warranty, agreement, covenant or the provisions of this Agreement, unless such breach was due to a willful or bad faith action or omission of such party or any representative, agent,

employee or independent contractor thereof, and (iii) the confidentiality obligations of Section 8.03 shall continue to be applicable.

9.05 Costs and Expenses: Each of the parties shall pay all their costs and expenses incurred or to be incurred by each of them in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement.

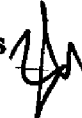
9.06 Cooperation: Upon termination of this Agreement prior to the Closing for any reason, each party agrees to continue their cooperation and effect an orderly termination of the relationship.

9.07 Finders and Brokers Fees: Each of the parties represents and warrants to the other that it has dealt with no broker or finder in connection with this transaction and that to the best of its knowledge no broker or other person is entitled to any commission or finder's fee other than that the Company owes a brokers fee to The Catalyst Group. The Company shall be solely responsible for the payment of any fees to The Catalyst Group in connection with this transaction.

Article X - Exhibits

10.01 Exhibits: The following is a list of exhibits, which shall be a part of this Agreement:

- Exhibit 1.00A Software Schedule
- Exhibit 1.00B Asset Schedule
- Exhibit 1.02 Pricing Schedule
- Exhibit 1.03 Schedule of Accounts Receivable Relating
to Customers in Acceptance
- Exhibit 1.04 Employee Schedule

Exhibit 1.05	Office Leases
Exhibit 1.06	Equipment Leases
Exhibit 1.07	Liabilities Assumed by ASG
Exhibit 2.04A	Company's Financial Statements
Exhibit 2.04B	1998 Invoice Schedule and Collections for the First and Second Quarters of 1998
Exhibit 2.05	Infospan Agreement
Exhibit 2.07	Schedule of Litigation
Exhibit 2.08	Schedule of Jurisdictions in which Products are Registered
Exhibit 2.09	Material Agreements
Exhibit 2.10	Employment Disputes
Exhibit 2.13	Company's Customer Agreements Schedule
Exhibit 2.14	Company's Distributor Schedule and Revenue Representation
Exhibit 5.01a	Representation and Warranties Certificates
Exhibit 5.01b	Company's Counsel's Opinion Letter
Exhibit 8.01	Form of Employee Notice
Exhibit 12.01	Notices 

Article XI – Taxes

11.01 Taxes: The Company shall be responsible for any and all non-United States transfer taxes, if any, related to this transaction.

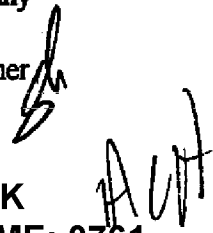
Article XII - General Provisions

12.01 Notices. All notices, requests, demands or other communications hereunder shall be in writing, hand delivered or mailed by certified mail, return receipt requested, or by overnight courier, receipt signature required, to the parties as set forth in Exhibit 12.01 or at such other place as either party may, by written notice to the other, direct.

Any such notice, when sent in accordance with the provisions hereof, shall be deemed to have been given and received (i) on the day personally delivered or (ii) on the second day after the overnight courier obtains a receipt signature from the party to whom it was sent, or (iii) on the second day following the date on which the receiving party signs the certified mail receipt.

12.02 Headings: The subject headings of the paragraphs and subparagraphs of this Agreement are included for the purposes of convenience only, and shall not affect the construction and interpretation of any of its provisions.

12.03 Modification and Waiver/Entire Agreement: This Agreement and the Exhibits attached hereto constitute the entire Agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understanding of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other

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provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

12.04 Counterparts: This Agreement may be executed simultaneously in one or more counterparts, including telecopy facsimiles, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

12.05 Rights of Parties: Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement or any persons other than the parties to it and their respective successors, heirs, executors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

12.06 Survivability: This entire Agreement shall be binding upon and shall inure to the benefit of the parties to it and their respective successors, heirs, executors and assigns.

12.07 Specific Performance: Each party's obligation under this Agreement is unique. If any party should default in its obligations under this Agreement, the parties each acknowledge that it would be extremely impractical to measure the resulting damages; accordingly, the other party, in addition to any other available rights or remedies, may sue in equity for a specific performance, and the parties each expressly waive the defense that a remedy at law and damages will be adequate. Notwithstanding any breach or default by any of the parties of any of their representations, warranties, covenants or agreements under this Agreement, if the purchase and sale contemplated by it shall be consummated at the Closing, each of the parties waives any rights that it may have to rescind this Agreement or the

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transactions contemplated by it; provided, however, this waiver shall not affect any other rights or remedies available to the parties under this Agreement or under the law.

12.08 Costs: If any legal action or other proceeding is brought or any dispute arising regarding the enforcement or interpretation of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable costs, including attorney's fees, incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

12.09 Arbitration. Any controversy or claim arising out of or relating to this Agreement, the breach thereof, or the transactions contemplated hereby, shall be settled by binding arbitration in accordance with the then prevailing Commercial Arbitration Rules of the American Arbitration Association (the "American Arbitration Rules"). In the event that either of the parties seek arbitration of a dispute under this Agreement, the proceeding will be located in New York, New York. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof and the parties consent to the jurisdiction of the courts of the State of New York for this purpose.

12.10 Assignability: The Company may not assign any of its obligations under this Agreement but may assign its rights to payments to be received. ASG may not assign any of its rights and obligations hereunder without Company's prior written consent. Such consent shall not be unreasonably withheld. ASG shall not sell, transfer or assign any of the software products listed on Schedule 1.00A to another party without first obtaining the agreement of such party to assume ASG's obligations hereunder, including, without limitation ASG's obligation to pay Contingent Purchase Price.

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12.11 Severability of Provisions: If any provision, or a part thereof, of this Agreement is prohibited, unenforceable or invalid under applicable law, then the provision or part thereof shall be ineffective to the extent of such prohibition, unenforceability or invalidity under such law without affecting the enforceability or validity of such provision in any other jurisdiction and without invalidating the remainder of such provision or other provisions of this Agreement.

12.12 Cooperation of Parties: Each party shall give its full cooperation to the other in achieving and fulfilling the terms of this Agreement and to that end each party shall give all consents and information and execute all such documents as may reasonably be required to so fulfill and achieve these purposes, including such as may be required by governmental laws or regulations.

12.13 Governing Law: The interpretation, construction and validity of this Agreement shall be construed in accordance with and governed by, the laws of the State of New York, USA.




IN WITNESS WHEREOF, the parties to this Agreement have executed it on the day and year first above written.


Witness:

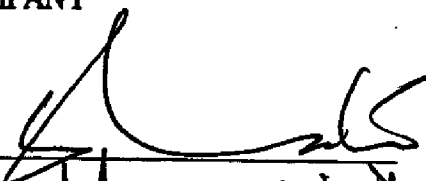
Bristine Rieger
DeM'Earl

ALLEN SYSTEMS GROUP INC

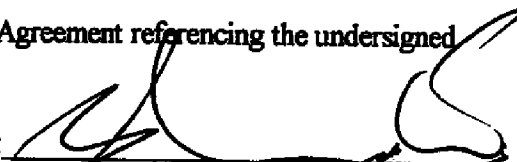
By: 
Arthur Allen
As its President and CEO

COMPANY


Phil C. Garcia

By: 
Title: Manajip Bueck

The undersigned is hereby executing this Agreement for purposes of acknowledging, and agreeing to comply with, all provisions of this Agreement referencing the undersigned

By: 
David Gomes da Costa, individually

AMENDMENT TO ASSET PURCHASE AGREEMENT

This Amendment to the Asset Purchase Agreement dated the fifth day of August 1998 is entered into this 14 day of August 1998, by and between Allen Systems Group, Inc. 1333 Third Avenue South, Naples, Florida 34102, a Delaware Corporation, hereinafter referred to as "ASG" and MSP International Sales Holdings, B.V. hereinafter referred to as "Company."

WHEREAS, ASG and the Company have entered into an Asset Purchase Agreement dated as of August 5, 1998 ("Asset Purchase Agreement") pursuant to which ASG is purchasing certain assets of the Company, and

WHEREAS, the parties wish to clarify certain portions of the Asset Purchase Agreement by virtue of this Amendment;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein, the parties agree as follows:

1. Record Retention of Customer Files: The parties agree to cooperate with the transfer and/or duplication of all MSP, and its affiliated distributor, customer files in the manner set forth in Schedule A to this Amendment.

2. Record Retention of Accounting Records: The parties agree to cooperate with the transfer and/or duplication of all MSP, and its affiliated distributor, accounting records in the manner set forth in Schedule B to this Amendment.

3. Expense Allocation: The parties agree to allocate expenses pertaining to the operation of the Company in a manner set forth in Schedule C to this Amendment.

IN WITNESS WHEREOF, the parties to this Amendment have executed it on the day and year first written above.

Witness:

[Signature]

Robin C. Garcia

[Signature]

Robin C. Garcia

ALLEN SYSTEMS GROUP INC.

By: [Signature]

Arthur Allen
As its President and CEO

COMPANY

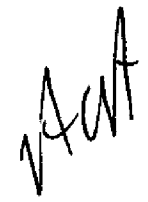

By: [Signature]

Title: Director

SCHEDULE A: CUSTOMER RECORD RETENTION

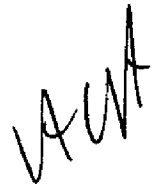
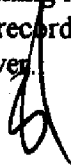
ASG and the Company agree that ASG shall be entitled to all of the original customer files of the Company and its affiliated distributors by no later than September 1, 1998, unless the Company receives written notice from its auditors, by September 1, 1998, that it has a legal obligation to retain original customer files, in which event, ASG shall be entitled to a copy of all the customer files which the Company has been advised to retain. Prior to September 1, 1998, the Company may copy (at its sole expense) any customer files that it wants to retain.

ASG agrees to give the Company and its affiliated distributors reasonable access to all of the Company's and its affiliated distributor's original files in the event that the Company requires original files for any reason whatsoever.



SCHEDULE B- ACCOUNTING RECORD RETENTION

ASG and the Company agree that ASG shall be entitled to a copy of any and all accounting and financial records of the Company and its affiliated distributors (which copies shall be made at ASG's sole expense). The Company shall retain possession of all of its original accounting records, but shall provide ASG with reasonable access to the original accounting records in the event that ASG requires original accounting records for any reason whatsoever.



SCHEDULE C - EXPENSE ALLOCATION

ASG and the Company agree that ASG is responsible for all operating expenses relating to the products, including, but not limited to, employee compensation for those employees it retains, for time periods commencing on or after August 15, 1998 (including without limitation, a pro rata share of such employees' 1998 bonus, if any).

ASG and the Company agree that the Company is responsible for all operating expenses relating to the products, including, but not limited to, employee severance and compensation for all employees, whether or not they are retained by ASG, for time periods prior to August 15, 1998. The Company (or its affiliates) will be responsible for its pro rata share of any 1998 bonus paid under the existing bonus plan to employees hired by ASG. *THE COMPANY SHALL NOT BE LIABLE FOR ANY SEVERANCE PAYMENTS BEYOND ITS LIABILITIES AS PROVIDED FOR IN SECTION 1.04 OF THE ASSET PURCHASE AGREEMENT.*

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ASG and the Company acknowledge that the intent of the parties is for the Company to pay salary and operating expenses directly to the employees and third party vendors for the period of time prior to August 15, 1998 and for ASG to pay salary and operating expenses directly to employees and third party vendors for the time period on and after August 15, 1998. Both parties further acknowledge that there may be instances, including, but not limited to, employee incentive and pension compensation, that may be paid by a party not responsible for all or a portion of those payments. Accordingly, by no later than 10 days after the end of each month until January of 1999, both parties shall submit to each other an expense reconciliation statement. Any party owing payments to the other based on the difference between the reconciliation statement of the Company and ASG shall make payment to the other party by no later than 10 days after receipt of the reconciliation statements.

ASG acknowledges that it will make offers to each of the employees listed on Exhibit 1.04 to the Asset Purchase Agreement within fourteen (14) days from the date hereof. Until such employees accept employment with ASG, the Company (or its respective affiliate) agrees to continue the employment of each such employee through September 30, 1998 provided, however, that ASG shall reimburse the Company (or its respective affiliate) for all post-August 14, 1998 expenses related to such employees, whether or not such employees accept employment with ASG. If any such employees have not accepted employment with ASG on or prior to September 30, 1998 the Company (or its respective affiliates) may, in its sole discretion terminate such employment with the Company (or its respective affiliates). ASG's obligation to reimburse the Company (or its respective affiliates) shall cease commencing on the day after the date on which ASG notifies the Company that any such employee rejects ASG's offer of employment. Notwithstanding anything contained in this Schedule C to the contrary, nothing contained herein shall affect the respective rights, covenants, liabilities, duties and obligations of the parties under Section 1.04 of the Asset Purchase Agreement.

[Handwritten signature]

ASG and the Company acknowledge that ASG is not assuming the outsourcing agreements with INFO AG or Fee Maintenance Services Ltd. disclosed on Exhibit 2.09. ASG may, however, require, for a temporary period of time (not to go beyond ~~August 31, 1998~~ ^{October 30}), the services of one or either of these vendors. ASG agrees that, if it uses the services of either of these vendors after the Closing Date, it will pay the fees with respect to such vendor through ~~August 31, 1998~~ ^{October 30}. If ASG uses the services of either vendor after ~~August 31, 1998~~ ^{October 30}, it will then be obligated to assume the remainder of the term of each agreement with respect to each vendor.

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FLA

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MA
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Schedule C

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AGREEMENT

(USA)

This Agreement is entered into this 14 day of August, 1998, by and between Allen Systems Group, Inc., ("ASG") and Manager Software Products, Inc. ("MSPUSA").

WHEREAS, ASG desires to temporarily occupy certain office facilities currently leased by MSPUSA located in Wellesley, Massachusetts (the "Premises"), and

WHEREAS, the parties desire to set forth in writing their various rights and obligations with respect to ASG's occupancy of the Premises;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein, the parties agree as follows:

1. License of Premises.

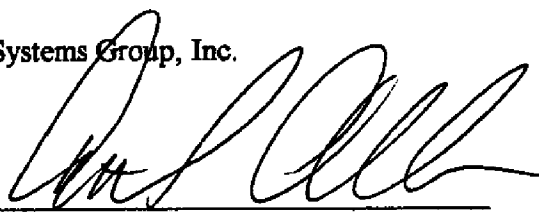
1.1 Grant of License. MSPUSA hereby grants to ASG an option for a temporary, nonexclusive license to ASG to occupy the Premises. Such option shall expire ten (10) days after the date hereof. Such license shall be for a period not to exceed sixty (60) days. During such occupancy, ASG shall be responsible for all direct and indirect expenses relating to the Premises including, without limitation, all rent, taxes, utilities, insurance and other expenses relating to or necessary for the occupation of such space (collectively, "Leasehold Expenses"). The parties will prorate any Leasehold Expenses prepaid by MSPUSA relating to periods after the date hereof. In addition, to the extent MSPUSA pays any Leasehold Expenses after the date hereof (and while the Premises is occupied by ASG), ASG shall reimburse MSPUSA for such expenses within five (5) business days after MSPUSA has given notice of such expenses to ASG.

2. Indemnification by ASG.

2.1 Indemnification by ASG. The parties acknowledge that each of the Premises is being occupied by ASG on an "as is, where is" basis. No representations or warranties with respect to the condition of such Premises nor with respect to ASG's rights to continued occupancy are made hereunder. ASG agrees to indemnify and hold harmless MSPUSA with respect to any loss, liability or damage connected to or arising out of the occupancy of the leased Premises after the date hereof.

Allen Systems Group, Inc.

By: _____

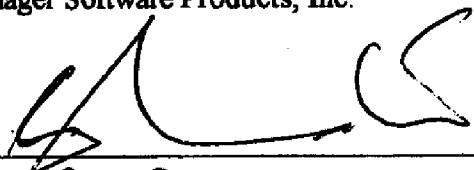


Its: _____

CEO

Manager Software Products, Inc.

By: _____



Its: _____

CEO.

AGREEMENT

(Germany)

This Agreement is entered into this 14 day of August, 1998, by and between Allen Systems Group, Inc., ("ASG") and Manager Software Products GmbH ("MSPD").


WHEREAS, ASG desires to occupy certain office facilities currently leased by MSPD (the "Assumed Lease") and will negotiate with the lessor with respect to such lease to either (i) enter into a new lease with respect to the office facility or, (ii) obtain the consent of the lessor to the assignment of the existing lease, and

WHEREAS, the parties desire to set forth in writing their various rights and obligations with respect to such Assumed Lease pending either, (i) the consent to the assignment and assumption of such leases by the respective lessors or (ii) the entering into of a new lease;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein, the parties agree as follows:

1. Assignment and Assumption of Pinneberg Lease.

1.1 Pinneberg Lease. MSPD is the lessee with respect to an office facility located at Osterholder Allee 2, D-25421 Pinneberg, Germany (the "Pinneberg Lease"). The parties acknowledge that the term of the Pinneberg Lease expires on December 31, 1998. MSPD hereby grants to ASG a license to occupy the space covered by the Pinneberg Lease, for so long as MSPD continues to have a legal right to occupy such space, while ASG seeks the consent of the lessor to the assignment and assumption of the Pinneberg Lease. Whether or not the lessor agrees to the assignment of the Pinneberg Lease, ASG agrees to pay all direct and indirect expenses relating to the Pinneberg Lease including without limitation, all rent, taxes, utilities,



insurance and other expenses necessary for the occupation of such space (collectively, "Leasehold Expenses") through and including December 31, 1998. The parties will prorate any Leasehold Expenses prepaid by MSPD relating to periods after the date hereof. In addition, to the extent MSPD pays any Leasehold Expenses after the date hereof, ASG shall reimburse MSPD for such expenses within five (5) business days after MSPD has given notice to ASG of such payment. MSPD shall be entitled to the refund of any security or other deposits made to the lessor prior to the date hereof when, and to the extent, such security or other deposit is refunded by the lessor. As soon as practicable after the Closing Date, ASG will use its best efforts to seek the consent of the lessor with respect to the Pinneberg Lease.

1.2 Use of Space by MSPD. Until December 30, 1998, MSPD shall be allowed the use of a designated space within the Pinneberg office for the purpose of collecting accounts receivable. The use of such space shall be on a rent-free basis to MSPD.

2. Assignment and Assumption of the Munich Lease.

2.1 Munich Lease. MSPD is the lessee with respect to an office facility located at Anwesen Landsberger Strabe 398, 81241 Munich, Germany (the "Munich Lease"). The term of the Munich Lease expires on September 15, 2001. MSPD hereby grants to ASG a license to occupy the space covered by the Munich Lease for so long as MSPD continues to have a legal right to occupy such space, while ASG seeks the consent of the lessor to the assignment and assumption of the Munich Lease. From the Closing Date, ASG agrees to pay all Leasehold Expenses with respect to the Munich Lease for the entire term of the Munich Lease, whether or not the lessor consents to the assignment of the Munich Lease. The parties will prorate any Leasehold Expenses prepaid by MSPD relating to periods after the date hereof. In addition, to

the extent MSPD pays any Leasehold Expenses after the date hereof, ASG shall reimburse MSPD for such expenses within five (5) business days after MSPD has given notice to ASG of such payment. MSPD shall be entitled to the refund of any security or other deposits made to the lessor prior to the date hereof when, and to the extent, such security or other deposits refunded by the lessor. As soon as practical after the Closing Date, ASG shall use its best efforts to obtain the consent of the lessor with respect to the Munich Lease for the assignment and assumption of the Munich Lease by ASG. In the event ASG fails to obtain such landlord consent, the license to occupy granted hereunder shall terminate and ASG shall continue to be responsible for all Leasehold Expenses with respect to the Munich Lease. MSPD shall cooperate as reasonably requested in obtaining the landlord's consent for the assignment and assumption of the Munich Lease.

3. Indemnification by ASG.

3.1 Indemnification by ASG. The parties acknowledge that each of the leased premises is being occupied by ASG on an "as is, where is" basis. No representations or warranties with respect to the condition of such premises nor with respect to ASG's rights to continued occupancy are made hereunder. ASG agrees to indemnify and hold harmless MSPD with respect to any loss, liability or damage connected to or arising out of the occupancy of the leased premises after the Closing Date.

ACV

Management Germany
Allen Systems Group, Inc.

By: *[Signature]*

Its: *COO*

Manager Software Products, GmbH

By: *[Signature]*

Its: *Managing Director
Germany*

AGREEMENT

(England)

This Agreement is entered into this 14 day of August, 1998, by and between Allen

Systems Group, Inc., ("ASG"), and Manager Software Products, Ltd. ("MSPGBL") and Management Systems & Programming, Ltd ("MS&P")
WHEREAS, ASG desires to occupy certain office facilities currently leased by MSPGBL

(the "Assumed Lease") and will negotiate with the lessor with respect to the Assumed Lease to either (i) enter into a new lease with respect to the office facility or, (ii) obtain the consent of the lessor to the assignment of the existing lease, and

WHEREAS, the parties desire to set forth in writing their various rights and obligations with respect to such Assumed Lease pending either, (i) the consent to the assignment and assumption of such leases by the respective lessors or (ii) the entering into of a new lease;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein, the parties agree as follows:

1. Assignment and Assumption of London Leasehold Interest.

1.1 London Lease. The parties acknowledge that MSPGBL is the lessee with respect to office facilities located at 71 Gloucester Place, London W1 England (the "London Lease"). The stated term of the London Lease expired on March 25, 1998, and MSPGBL currently occupies the space on a "hold-over basis." MSPGBL hereby grants to ASG a license to occupy such space, for so long as MSPGBL continues to have a legal right to occupy such space, while ASG undertakes to negotiate a new lease with respect to such space. MSPGBL makes no representations or warranties as to either the condition of the leased premises or its continued right to occupy the leased premises with

respect to the London Lease, and ASG agrees to lease such space on an "as is, where is" basis.

1.2 Payment of Lease Related Expenses. From the date hereof, ASG shall be responsible for all direct and indirect expenses relating to the London Lease including, without limitation, all rent, taxes, utilities, insurance and any other expenses relating to or necessary for the occupation of such space (collectively, "Leasehold Expenses"). The parties will prorate any Leasehold Expenses prepaid by MSPGBL relating to periods after the date hereof. In addition, to the extent MSPGBL pays any Leasehold Expenses after the date hereof, ASG shall reimburse MSPGBL for such expenses within five (5) business days after MSPGBL has given notice to ASG of such payment. MSPGBL shall be entitled to the refund of any security or other deposits made to the lessor prior to the date hereof when, and to the extent such security or other deposits are refunded by the lessor. As soon as practicable after the date hereof, ASG shall notify the London Lease lessor of its desire to enter into a new lease with respect to the space covered by the London Lease and shall commence negotiation with such lessor.


1.3 Use of Space by MSPGBL. Until the earlier of (i) termination of ASG's occupancy, or (ii) December 31, 1998, MSPGBL shall be allowed the use of a designated space within the London office for the purpose of collecting the accounts receivable. The use of such space shall be on a rent-free basis to MSPGBL.

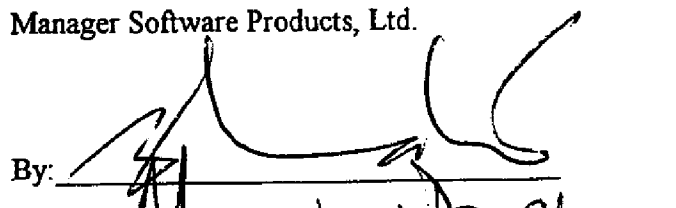
1.4 Grant of License. MSPGBL hereby grants to ASG an option for a temporary, nonexclusive license to ASG to occupy certain office facilities currently leased by MSPGBL located at Fourth Floor, Thames Tower, 99 Burleys Way, Leicester LE1 3TT, United Kingdom (the "Premises"). Such option shall expire ten (10) days after the

date hereof. Such license shall be for a period not to exceed sixty (60) days. During such occupancy, ASG shall be responsible for all Leasehold Expenses with respect to the Premises. The parties will pro rate any Leasehold Expenses prepaid by MSPGBL relating to periods after the date hereof. In addition, to the extent MSPGBL pays any Leasehold Expenses after the date hereof (and while the Premises is occupied by ASG), ASG shall reimburse MSPGBL for such expenses within five (5) business days after MSPGBL has given notice of such expenses to ASG.

2. Indemnification by ASG.

2.1 Indemnification by ASG. The parties acknowledge that each of the leased premises is being occupied by ASG on an "as is, where is" basis. No representations or warranties with respect to the condition of such premises nor with respect to ASG's rights to continued occupancy are made hereunder. ASG agrees to indemnify and hold harmless each of the other parties hereto with respect to any loss, liability or damage connected to or arising out of the occupancy of the leased premises after the Closing Date.

Allen Systems Group, Inc.
 By: 
 Its: CEO

Manager Software Products, Ltd.
 By: 
 Its: Manager Software Products, Ltd.
 Management Systems & Programming, Ltd.

By:  TRADEMARK

Exhibit 5.01a - Seller's Certificate

Pursuant to Section 5.01a of that certain Asset Purchase Agreement (the "Agreement") between MSP International Sales Holdings B.V. ("MSP") and Allen Systems Group, Inc., a Delaware corporation ("ASG"), dated August 5, 1998, the undersigned hereby certifies to ASG as follows (capitalized terms not otherwise defined herein having the meanings given them in the Agreement):

1. He is the duly elected and acting Managing Director of MSP, and as such he is authorized to execute and deliver this certificate on behalf of MSP.
2. Each of the representations and warranties of MSP contained in the Agreement is true and correct in all material respects on and as of the Closing.

Dated: August 14, 1998

MSP INTERNATIONAL SALES
HOLDINGS B.V.

By 

David Gomes da Costa

Its Managing Director

BILL OF SALE
(Germany)

This Bill of Sale is made effective as of the 14 day of August, 1998 by and between Manager Software Products GmbH (the "Transferor") and Allen Systems Group, Inc. (the Transferee").

RECITALS:

- A. Transferor has agreed to sell certain of Transferor's assets to Transferee.
- B. Transferee has agreed to purchase such assets.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein, the parties agree as follows:

1. Transferor hereby sells, assigns, transfers, conveys and delivers to Transferee, free and clear of any mortgages, pledges, liens and security interest of any kind or nature, good and merchantable right, title and interest in and to each of the assets listed on Exhibit A hereto, plus any office furniture, fixtures or office equipment purchased by the Transferee in the ordinary course of business since December 31, 1997, and less any assets listed on Exhibit A that have been disposed of by the Transferor in the ordinary course of business since December 31, 1997.
2. At any time and from time to time, the parties hereto will promptly execute and deliver any and all further instruments and documents and will take such further action or actions as any of them may reasonably be necessary to affect the purposes of this Bill of Sale.
3. Notwithstanding anything contained herein to the contrary, nothing contained herein shall affect the respective rights, covenants, liabilities, duties and obligations of any party under the Purchase Agreement.

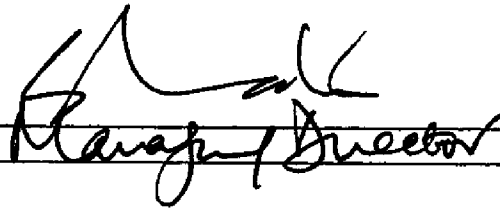
IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be duly executed as of the date first written above.

ALLEN SYSTEMS GROUP



By: Arthur Allen
Its: President and Chief Executive Officer

MANAGER SOFTWARE PRODUCTS GMBH



By: _____
Its: Manager Director

Exhibit 1.00H

ALLEN SYSTEMS GROUP, INC

By: *Arthur Allen*

Arthur Allen
As its President and CEO

COMPANY

By: *[Signature]*

Title *Manufacturing*
1k. of Exhibit 1.00A

13 AUG. 1998

1. MSP'S MANAGER Family of Program Products

MANAGER FAMILY - MSP brings you a unique offering - the MANAGER Family of Repository driven Program Products, winner of the ICP 250 Million Dollar Award. MANAGER Products and their repositories may be integrated to maximize the return on your software and on your Repository investment.

USER CONFIGURED - Every MANAGER Product consists of a nucleus with optional additional facilities. You select the options you need, and MSP supplies your chosen configuration.

WORLD-WIDE SUPPORT - All MANAGER Products are backed by comprehensive support, documentation, education and user group activities on a world-wide basis.

METHODMANAGER	Automating Information Engineering: the tailorable Repository-driven environment for ENABLING your Application Development Strategy and for automating your Information Engineering Life Cycle.
CONTROLMANAGER	The Repository driven End User Facility for the MANAGER Family, winner of the ICP 50 Million Dollar Award.
DATAMANAGER	The Corporate Repository driven Information Resource Management System, winner of the ICP 100 Million Dollar Award.
DESIGNMANAGER	The Repository driven Interactive Data and Enterprise Modeling System for logical and physical database design.
DICTIONARYMANAGER	The Corporate Repository driven Interchange System supporting the exchange of definitions between multiple vendor repositories.
SOURCEMANAGER managerVIEW	The Repository driven Application Development System. The Intelligent Workstation based graphical Information Engineering tool driven by the Mainframe resident Corporate Repository.

Within the MANAGER Family of Program Products, CONTROLMANAGER and DICTIONARYMANAGER are Co-Requisites of each other. Both are Environmental Prerequisites (EPR) inasmuch as they must be at the latest Version and Release Level for each and every other MANAGER Product to execute correctly. This EPR rule applies to MANAGER Products in both Mainframe Environments (MFE) and Intelligent Workstation Environments (IWSE). CONTROLMANAGER and DICTIONARYMANAGER complement each other in providing a gateway environment to OSI (Open Systems Interconnection) across information engineering techniques and dictionaries/directories/repositories from MSP and other vendors. Thus, CONTROLMANAGER and DICTIONARYMANAGER enable MANAGER Products users to position themselves to take full advantage of the MANAGER Family in providing a CASE (Computer Aided Software Engineering) environment.

AWA

13 AUG. 1998

3.1. CONTROLMANAGER Functional Description

CONTROLMANAGER is the Repository driven End User Facility to the MANAGER Family of repository driven Program Products. It is a friendly and easy-to-use human/computer interface that can be tailored to suit the needs of the differing types of user.

CONTROLMANAGER provides extensive profiling capabilities for access control, for enforcing installation standards, and tailoring its facilities to match each user's needs. Another important feature is the sophisticated full screen editor. This provides full screen editing and browsing with "lookaside", and may be configured to appear identical to any standard system editor.

CONTROLMANAGER also provides an on-line documentation and help system called InfoSystem which provides instant accessibility to the MANAGER Products range of publications.

Within the MANAGER Family of Program Products CONTROLMANAGER and DICTIONARYMANAGER are co-requisites of each other. CONTROLMANAGER and DICTIONARYMANAGER complement each other in providing a gateway environment to Open Systems Interconnection (OSI) across information engineering techniques and repositories from MANAGER Products and other vendors.

Thus, CONTROLMANAGER and DICTIONARYMANAGER enable MANAGER Products users to position themselves to take full advantage of the MANAGER Family of Program Products in providing a CASE (Computer Aided Software Engineering) environment.

3.2. Correlation of CONTROLMANAGER to Selectable Unit Codes:

1 Nucleus or SU Code	2 Facility Name	3 Other Nucleus or SUs on which this Nucleus or SU is dependent	4 Other SUs that add to the functionality of this SU
CMR-CM01 (Nucleus)	CONTROLMANAGER Nucleus	Nil	All CMR DYR-DY01 and DMR-DD1 or DSR-DS01 or SMR-SM02 Nil CMR-AD21 Nil CMR-SC05 CMR-UD05 CMR-UD10
CMR-AD21 CMR-DD2 CMR-DD3 CMR-FE01	Advanced Status Basic Status Audit and Security Extended Interactive Facility	CMR-CM01 CMR-DD2 CMR-CM01 CMR-CM01 CMR-CM01 and CMR-TP2 or CMR-TP7 or CMR-TP8 or CMR-TP11 CMR-CM01 (OS) CMR-CM01	Nil Nil CMR-AD21 Nil CMR-SC05 CMR-UD05 CMR-UD10 Nil Nil
CMR-FE70 CMR-FE80 CMR-FP30	TSO/ISPF Interface CMS/ISPF Interface Functional Prompting	CMR-CM01 CMR-CM01 CMR-TP7 or CMR-TP8 or CMR-TP11 DSR-DS01 CMR-CM01 CMR-CM01 CMR-CM01	Nil Nil
CMR-LS01 CMR-LS02 CMR-SC05	Language Support - Kanji Language Support - Hangul Systems Administrator's Environmental Control Facility	CMR-CM01 CMR-CM01 (OS) CMR-CM01 (OS) CMR-CM01 (OS) CMR-CM01 CMR-CM01 (DOS) CMR-CM01 (Siemens)	CMR-FE01 CMR-UD05 CMR-UD10 CMR-FE01 Nil CMR-FE01 CMR-FE01 CMR-FE01 Nil CMR-FE01
CMR-TP2 CMR-TP4 CMR-TP6 CMR-TP7 CMR-TP8 CMR-TP10 CMR-TP11 CMR-UD1	CICS Interface IMS/DC Interface ROSCOE Interface OS/TSO Interface VM/CMS Interface DOS/VSE ICCF Interface Siemens Timesharing Interface User Defined Syntax	CMR-CM01 CMR-CM01 (OS) CMR-CM01 (OS) CMR-CM01 (OS) CMR-CM01 CMR-CM01 (DOS) CMR-CM01 (Siemens) CMR-CM01	CMR-DD2 CMR-SC05 CMR-UD05 CMR-UD10 CMR-UD15 DMR-DD1 DMR-DD4 DMR-DD6 DMR-DD8 DMR-DD9 DMR-DD10 DMR-DD11 DSR-DS01 DSR-EM10 DYR-DY01 SMR-RS01 SMR-SL51 CMR-FE01 CMR-SC05 CMR-UD10 CMR-FE01 CMR-FE70 CMR-UD05 CMR-SC05 Nil MWW-AD10 MWW-EX10 DYR-TE00 or CMR-UD05
CMR-UD05	User Defined Commands	CMR-CM01	
CMR-UD10	User Defined InfoSystem	CMR-CM01	
CMR-UI1 CMR-WS01	User Interface Workstation Interface - PC and Mainframe	CMR-CM01 CMR-CM01	

Handwritten initials: HAT