

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Privia, Inc.		02/28/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Synchris, Inc.		
Also Known As:	AKA MAP ROI Systems, Inc.		
Street Address:	46030 Manekin Plaza, Suite 110		
City:	Sterling		
State/Country:	VIRGINIA		
Postal Code:	20166		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78106095	PRIVIA	
CORRESPONDENCE DATA			
Fax Number:	(202)842-7899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202 842-7800		
Email:	trademarks@cooley.com		
Correspondent Name:	Peter J. Willsey		
Address Line 1:	875 15th Street, N.W., Suite 800		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005-2221		
ATTORNEY DOCKET NUMBER:	305334-201		
NAME OF SUBMITTER:	Susan Mobley		
Signature:	/Susan Mobley/		
Date:	11/04/2005		

CH \$40.00 78106095

Total Attachments: 10

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ASSET PURCHASE AGREEMENT

between:

PRIVIA, INC.,
a Delaware corporation;

PRIVIA, LTD.,
a corporation organized under the laws of Israel;

and

MAP ROI SYSTEMS, INC.
a Delaware corporation

Dated as of February 28, 2005

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "*Agreement*") is entered into as of February 28, 2005, by and among PRIVIA, INC., a Delaware corporation (the "*Parent*"), PRIVIA, LTD., a corporation organized under the laws of Israel (the "*Subsidiary*," and collectively with the Parent, the "*Seller*") and MAP ROI SYSTEMS, INC., a Delaware corporation (the "*Purchaser*"). Certain capitalized terms used in this Agreement are defined in **Exhibit A**.

RECITALS

A. The Seller wishes to provide for the sale of substantially all of the assets of the Parent and the Subsidiary to the Purchaser on the terms set forth in this Agreement.

AGREEMENT

The parties to this Agreement, intending to be legally bound, agree as follows:

1. SALE OF ASSETS; RELATED TRANSACTIONS.

1.1 Sale of Assets. The Seller shall cause to be sold, assigned, transferred, conveyed and delivered to the Purchaser, at the Closing (as defined below), good and valid title to the Assets (as defined below), free of any Encumbrances, on the terms and subject to the conditions set forth in this Agreement. For purposes of this Agreement, "*Assets*" shall mean and include: (i) all of the properties, rights, interests and other tangible and intangible assets of the Seller (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with generally accepted accounting principles); and (ii) any other assets that are owned by the Seller that are needed for the conduct of, or are useful in connection with, the business of the Seller; *provided, however*, that the Assets shall not include any Excluded Assets (as defined herein) and shall not include any office furniture, office supplies or computer hardware (or software located on such computer hardware) unless specifically listed on **Exhibit C** as being part of the Assets. Without limiting the generality of the foregoing, the Assets shall include:

(a) All accounts receivable, notes receivable and other receivables of the Seller; provided, however, that the Assets shall not include accounts receivable (i) related to training or consulting services performed in their entirety by the Seller and accepted by the recipient thereof prior to the Closing; or (ii) related to software licensing revenue generated prior to the Closing for which there is no continuing obligation on the part of the Seller to provide products or services of any kind after the Closing (e.g., the sale of additional seats or server licenses sold to Seller's licensees as of the Closing) ((i) and (ii) are collectively referred to herein as the "*Excluded Receivables*");

(b) All inventories and works-in-progress of the Seller, and all rights to collect from customers (and to retain) all fees and other amounts payable, or that may become payable, to the Seller with respect to services performed by the Seller on or prior to the Closing Date (other than the Excluded Receivables);

(c) all equipment, materials, prototypes, tools, supplies, vehicles, furniture, fixtures, improvements, computer hardware and other tangible assets of the Seller (including the tangible assets identified on **Exhibit C**);

- (d) all advertising and promotional materials possessed by the Seller;
- (e) all Proprietary Assets and goodwill of the Seller (including the right to use the name "Privia" and variations thereof, and the Proprietary Assets identified in Part 2.5 of the Disclosure Schedule);
- (f) all rights of the Seller under the Contracts listed on **Schedule 1.1(f)** (the "**Assigned Contracts**");
- (g) all Governmental Authorizations held by the Seller;
- (h) all claims (including claims for past infringement of Proprietary Assets) and causes of action of the Seller against other Persons (regardless of whether or not such claims and causes of action have been asserted by the Seller); and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery possessed by the Seller (regardless of whether such rights are currently exercisable but not including such rights with respect to the Excluded Assets); and
- (i) all books, records, files and data of the Seller except for (i) the certificate of incorporation and bylaws of the Parent and the Subsidiary, including all amendments thereto; (ii) the stock records of the Parent and the Subsidiary; (iii) the minutes and other records of the meetings and other proceedings (including any actions taken by written consent or otherwise without a meeting) of the stockholders of the Parent and the Subsidiary, the board of directors of the Parent and the Subsidiary and all committees of the board of directors of the Parent and the Subsidiary and (iv) any books and records not directly related to the Assumed Liabilities or the Assets.

1.2 Purchase Price.

- (a) As consideration for the sale of the Assets to the Purchaser:
 - (i) the Purchaser shall pay, in cash at the Closing, a total of \$570,000, of which \$138,274.94 shall be paid by Purchaser directly to the creditors of the Seller set forth on **Schedule 1.2(a)(i)**, in the amounts set forth on such schedule, and the remainder of which shall be paid directly to the Seller;
 - (ii) at the Closing, the Purchaser shall assume the Assumed Liabilities (as defined below) by delivering to the Seller an Assumption Agreement in substantially the form of **Exhibit B** hereto (the "**Assumption Agreement**"); and
 - (iii) subject to the terms of Section 6, the Purchaser shall pay up to \$200,000 in cash to the Seller upon satisfaction of the conditions set forth on **Schedule 1.2(a)(iii)** (the "**Earnout Consideration**").
- (b) In addition to the consideration set forth in paragraph (a) above, subject to the terms of Section 6, Purchaser shall pay up to \$30,000 (the "**Holdback Amount**") to Seller upon the later of the expiration of the Holdback Period or the date upon which all asserted and unresolved indemnity claims relating to Damages arising under Section 6.2 have been fully and finally resolved. The "**Holdback Period**" shall mean the period beginning on the Closing Date and ending on the first

anniversary of the Closing Date. The Holdback Amount shall be reduced for any indemnification obligations of the Seller pursuant to Section 6.2.

(c) For purposes of this Agreement “*Assumed Liabilities*” shall mean only the obligations of the Seller under the Assigned Contracts, but only to the extent such obligations (i) arise after the Closing Date, (ii) do not arise from or relate to any Breach by the Seller of any provision of any of such Assigned Contracts occurring prior to the Closing Date, (iii) do not arise from or relate to any event, circumstance or condition occurring or existing on or prior to the Closing Date that, with notice or lapse of time, would constitute or result in a Breach of any of such Assigned Contracts, and (iv) are ascertainable (in nature and amount) solely by reference to the express terms of such Assigned Contracts; *provided, however*, that notwithstanding the foregoing, and notwithstanding anything to the contrary contained in this Agreement, the “*Assumed Liabilities*” shall not include, and the Purchaser shall not be required to assume or to perform or discharge:

(i) Any Liability of any Person other than the Seller;

(ii) any Liability of the Seller arising out of or relating to the execution, delivery or performance of any of the Transactional Agreements;

(iii) any Liability of the Seller for any fees, costs or expenses of the type referred to in Section 8.2(a) of this Agreement;

(iv) any Liability of the Seller arising from or relating to any action taken by the Seller, or any failure on the part of the Seller to take any action, at any time after the Closing Date;

(v) any Liability of the Seller arising from or relating to any claim or Proceeding against the Seller;

(vi) any Liability of the Seller for the payment of any tax;

(vii) any Liability of the Seller to any employee or former employee of the Seller under or with respect to any Employee Benefit Plan, profit sharing plan or dental plan or for severance pay;

(viii) any Liability of the Seller to any stockholder of the Seller or any other Related Party;

(ix) any Liability under any Contract, if the Seller shall not have obtained, prior to the Closing Date, any Consent required to be obtained from any Person with respect to the assignment or delegation to the Purchaser of any rights or obligations under such Contract;

(x) any Liability that is inconsistent with or constitutes an inaccuracy in, or that arises or exists by virtue of any Breach of, (x) any representation or warranty made by the Seller in any of the Transactional Agreements, or (y) any covenant or obligation of the Seller contained in any of the Transactional Agreements; or

(xi) any other Liability that is not referred to specifically in this Section 1.2(b) as being assumed.

1.3 Sales Taxes. The Seller shall be responsible for bearing and paying for any sales taxes, use taxes, transfer taxes, documentary charges, recording fees or similar taxes, charges, fees or expenses that may become payable in connection with the sale of the Assets to the Purchaser or in connection with any of the other Transactions. The parties will use commercially reasonable efforts to deliver the Assets in intangible form to the extent practicable.

1.4 Closing.

(a) The closing of the sale of the Assets to the Purchaser (the “*Closing*”) shall take place at the offices of Cooley Godward LLP in Reston, Virginia, at 10:00 a.m. on the date hereof. For purposes of this Agreement, “*Closing Date*” shall mean the time and date as of which the Closing actually takes place.

(b) At the Closing:

(i) the Seller shall execute and deliver to the Purchaser such bills of sale, endorsements, assignments and other documents as may (in the reasonable judgment of the Purchaser or its counsel) be necessary or appropriate to assign, convey, transfer and deliver to the Purchaser good and valid title to the Assets free of any Encumbrances;

(ii) the Purchaser shall pay the purchase price of \$570,000 in cash to the Seller and certain third parties in the manner contemplated by Section 1.2(a)(i);

(iii) the Purchaser and the Seller shall execute and deliver to each other the Assumption Agreement;

(iv) each of the Seller’s creditors identified on **Schedule 1.2(a)(i)** shall execute and deliver to the Purchaser letters evidencing the payoff of all of Seller’s outstanding obligations to such creditors, documentation evidencing the release of all Encumbrances by such creditors on the Assets, and copies of UCC-3 termination statements to be filed with the appropriate authorities on the Closing Date regarding the release of such Encumbrances, as necessary; and

(v) the Seller shall execute and deliver to the Purchaser a certificate (the “*Closing Certificate*”) setting forth the representations and warranties of the Seller that (A) each of the representations and warranties made by the Seller in this Agreement is accurate in all respects, (B) each of the covenants and obligations that the Seller is required to have complied with or performed pursuant to this Agreement at or prior to the Closing has been duly complied with and performed in all respects, and (C) except as expressly set forth in the Closing Certificate, each of the conditions set forth in Section 4 has been satisfied in all respects;

(vi) the Purchaser and each of Shai Gerstner, Boris Kabischer, Evgeny Etkins, Denis Bychenko and Alon Katz shall execute and deliver to each other an independent contractor or consulting agreement for such individuals to provide services to Purchaser, each such agreement in a form reasonably acceptable to Purchaser; and

(vii) Greg Lehl shall execute and deliver to the Purchaser a signed offer letter pursuant to which such individual shall become an employee of Purchaser as of the Closing Date.

1.5 Allocation. Schedule 1.5 attached hereto sets forth the Purchaser's good faith determination of the manner in which the consideration referred to in Section 1.2(a) is to be allocated among the Assets. The allocation prescribed by such statement shall be conclusive and binding upon the Seller for all purposes, and the Seller shall not file any Tax Return or other document with, or make any statement or declaration to, any governmental body that is inconsistent with such allocation.

2. REPRESENTATIONS AND WARRANTIES OF THE SELLER.

Each Seller represents and warrants, to and for the benefit of the Indemnitees, except as set forth on the Disclosure Schedule attached as **Exhibit D**, as follows:

2.1 Due Organization; No Subsidiaries; Approvals, Etc. The Parent is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Subsidiary is a corporation duly organized, validly existing and in good standing under the laws of Israel. Neither Seller is required to be qualified, authorized, registered or licensed to do business as a foreign corporation in any jurisdiction other than the jurisdictions listed in Part 2.1 of the Disclosure Schedule. Each Seller is in good standing as a foreign corporation in each of the jurisdictions listed in Part 2.1 of the Disclosure Schedule. Except for the Subsidiary, which is a wholly-owned subsidiary of the Parent, neither Seller has any subsidiaries, and neither Seller owns, beneficially or otherwise, any shares or other securities of, or any direct or indirect interest of any nature in, any other entity. Neither Seller has ever conducted any business under or otherwise used, for any purpose or in any jurisdiction, any fictitious name, assumed name, trade name or other name, other than "Privia" or variants thereof. As of the Closing Date, the Transactions have been approved by the stockholders and the board of directors of each Seller and the holders of outstanding promissory notes of the Parent.

2.2 Title To Assets. The Seller owns, and has good and valid title to, all of the all assets purported to be owned by it, including: all assets referred to in Parts 2.4, 2.5 and 2.6 of the Disclosure Schedule; all rights of the Seller under the Assigned Contracts; and all other assets reflected in the books and records of the Seller as being owned by the Seller. All of said assets will be transferred by the Seller to the Purchaser at the Closing free and clear of any Encumbrances. Part 2.2 of the Disclosure Schedule identifies all of the assets that are being leased or licensed to the Seller. The Assets will collectively constitute, as of the Closing Date, all of the properties, rights, interests and other tangible and intangible assets necessary to enable the Seller to conduct its business in the manner in which such business has been recently conducted.

2.3 Customers; Distributors. Part 2.3 of the Disclosure Schedule accurately identifies, and provides an accurate and complete breakdown of the bookings from, each customer of the Seller during the year ended December 31, 2004. The Seller has not received any notice or other communication in writing, and the Seller has not received any other information in writing, indicating that any customer may cease dealing with the Seller or may otherwise reduce the volume of business transacted by such customer with the Seller below historical levels. The Seller has not received any notice or other communication in writing, or has received any other information in writing, indicating that any distributor of the Seller's products may cease acting as a distributor of such products or otherwise dealing with the Seller.

2.4 Equipment, Etc. The list of Excluded Assets attached hereto as **Exhibit C** accurately identifies all material tangible assets owned by the Seller; any tangible assets owned by

The parties to this Asset Purchase Agreement have caused this Asset Purchase Agreement to be executed and delivered as of the date first written above.

SELLER:

PRIVIA, INC.,
a Delaware corporation

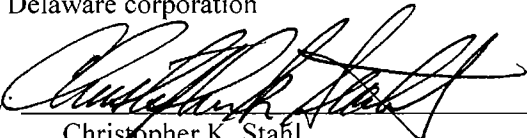
By: _____
Corey M. Smith
President and Chief Executive Officer

PRIVIA, LTD.,
a corporation organized under the laws of Israel

By: _____
Corey M. Smith
President

PURCHASER:

MAP ROI SYSTEMS, INC.,
a Delaware corporation

By:  _____
Christopher K. Stahl
President and Chief Executive Officer

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

EXHIBIT D

DISCLOSURE SCHEDULE

This is the Disclosure Schedule (the “*Disclosure Schedule*”) to that certain Asset Purchase Agreement dated February 28, 2005 (the “*Agreement*”) by and among Privia Inc., a Delaware corporation (the “*Company*”), Privia, Ltd., a corporation organized under the laws of Israel and MAP ROI Systems, Inc., a Delaware corporation (the “*Purchaser*”). Any disclosures made under the heading of one section of this Disclosure Schedule may apply to and/or qualify disclosures made under one or more other section to the extent that such disclosure contains sufficient information to clearly indicate that it applies to such other sections. Section headings are provided for convenience only. Unless otherwise defined, any capitalized terms in this Disclosure Schedule shall have the same meanings assigned to such terms in the Agreement. Nothing in this Disclosure Schedule constitutes an admission of any liability or obligation of the Company to any third party, nor an admission against the Company’s interests. This Disclosure Schedule includes brief descriptions of certain agreements and documents, and does not purport to be a comprehensive summary of such agreements.

Section 2.1

The Company currently employs one person in each of Arizona, Maryland and Virginia. The Company is not qualified as a foreign corporation in such states. Such failure to qualify will not result in a material adverse effect on the Company’s business or operations.

From incorporation through November 3, 1999, the Company was named Linkids.com, Inc. The name of the corporation was changed to Come2gether Inc. on March 13, 2000, to Every Net Works Inc. on March 5, 2001 and to Privia, Inc. on August 2, 2001.

Section 2.2

The Company has terminated substantially all of its employees. Without such employees, the Purchaser will be unable to conduct the Company’s business as it has historically been conducted.

SoftRight RFP Analyzer Software

Microsoft Licences (License, Agreement Number, License#):

- 1 Exchange Server – Standard, 16627722ZZS0507, 16676533
- 10 Exchange CAL, 16627722ZZS0507, 16676533
- 3 Office Standard XP, 15233873ZZS0407, 15285536
- 1 Project 2002, 15233873ZZS0407, 15285536
- 1 Project 2002. 15233873ZZS0407, 16106702
- 1 Visio Standard 2002, 15233873ZZS0407, 16106702
- 3 Windows Professional XP, 15233873ZZS0407, 15285536
- 1 Windows Server Standard 2000, 15233873ZZS0407, 15285536
- 10 Windows Server CAL 2000, 15233873ZZS0407, 15285536
- 5 Windows Server CAL 2003, 16631295ZZS0508, 16680190

Section 2.3

2004 Revenue:

	Licensing	Consulting	Maintenance
ACS State & Local	250,000	17,500	62,500
Blue Cross Blue Shield		13,500	
Boeing Autometric		31,250	24,300
CACI	150,000	13,000	24,750
CGI-AMS	491,875		41,381
Lockheed Martin (ACS Govt)	30,000		47,896
Mantech	158,855	8,000	24,910
NCI Info Systems	31,250	3,200	16,562
Total:	1,111,980	86,450	242,300

Section 2.4

The Company has terminated substantially all of its employees. Without such employees, the Purchaser will be unable to conduct the Company's business as it has historically been conducted.

Section 2.5(a)

The Company has registered the name "Privia" with the US patent and trademark office.

<u>Classes</u>	<u>App. Number</u>	<u>App. Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
09, 35, 42	78/106,095	1/31/2002	2,853,357	6/15/2004

List of Domain Names of the Company:

everynetworks.net
everynetworks.com
Linkids.com
Linkids.net
Privia.net
Privia.com

The Company has an exclusive license to resell technology owned by SoftRight, Inc. ("**SoftRight**") in exchange for certain royalty payments pursuant to a certain Software Licensing Agreement dated as of June 18, 2004 between the Company and SoftRight (the "SoftRight Agreement"). In addition, the Company has the right to acquire the licensed technology for \$40,000 pursuant to the terms of the SoftRight Agreement.

Pursuant to that certain Consulting Agreement] dated as of July 14, 2004 between the Company and Robert K. Mutchler, in exchange for certain development services on version 4 of the Company's Capture product ("**Version 4**"), the Company paid Mr. Mutchler an upfront payment of \$10,000 and is obligated to pay him a royalty of \$3,500 for each of the first three license agreements relating to Version 4. The Company has two such license agreements to date and only another \$3,500 is payable to Mr. Mutchler upon the next license agreement relating to Version 4.