

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the incorrect listing of the assignor as Lephass Capital Partners, LLP previously recorded on Reel 003071 Frame 0299. Assignor(s) hereby confirms the assignor is Cephass Capital Partners, LLP.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cephass Capital Partners, LLP		10/31/2001	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Xelus, Inc.
<b>Street Address:</b>	290 Woodcliff Drive
<b>City:</b>	Fairport
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14450
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2253332	LPA
Registration Number:	2251304	LPA SOFTWARE

**CORRESPONDENCE DATA**

Fax Number: (716)852-6100  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 7168478400  
 Email: thartnova@phillipslytle.com  
 Correspondent Name: Tara Hart-Nova  
 Address Line 1: 3400 HSBC Center  
 Address Line 2: Phillips Lytle LLP  
 Address Line 4: Buffalo, NEW YORK 14203

<b>NAME OF SUBMITTER:</b>	Tara Hart-Nova
<b>Signature:</b>	/Tara Hart-Nova/

CH \$65.00 2253332

Date:

01/04/2006

**Total Attachments: 3**

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**CONSENT AND WAIVER**

WHEREAS, XELUS, INC., a Delaware corporation ("Xelus"), has borrowed an aggregate of \$2,000,000 from CEPHAS CAPITAL PARTNERS, L.P., a New York limited partnership ("Cephas") pursuant to a certain Note and Warrant Purchase Agreement, dated as of April 16, 2001 (the "Agreement"); and

WHEREAS, as security for such loan, Xelus granted Cephas a subordinated security interest in all of its assets pursuant to a certain Security Agreement and a certain Contingent Patent, Trademark, and License Agreement, both dated as of April 16, 2001 (collectively, the "Security Agreements"); and

WHEREAS, Xelus desires to transfer the assets of its Custom Software Solutions business (the "Assets") to Donald Soule or a company organized by him (collectively, the "Buyer") pursuant to the terms of a letter of intent being negotiated between Xelus and the Buyer, the current draft of which is attached as Exhibit A; and

WHEREAS, Xelus is prohibited from selling the Assets pursuant to the terms of the Agreement and the Security Agreements;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Cephas hereby agrees as follows:

1. Consent to Sale. As a part of the transaction contemplated with the Buyer as generally outlined in Exhibit A, Xelus may transfer and sell the Assets to the Buyer notwithstanding any provision of the Agreement and the Security Agreements or any other agreement or instrument between Cephas and Xelus.
2. Release of Lien. Cephas hereby releases its lien on the Assets for the purpose of the above-described transfer. Cephas hereby agrees to execute and deliver and take such further acts, documents or instruments as are necessary to evidence the release of such lien, including any UCC-3 partial termination statements.

Dated: October 31, 2001

CEPHAS CAPITAL PARTNERS, L.P.

By: Clint W Campbell  
Name: Clint W Campbell  
Title: Managing Director

TERM SHEET  
re Proposed Xelus Custom Group Spinoff to Don Soule

1) Basic terms of deal:

- (a) Sell Newco surplus Xelus pc computer equipment and related software licenses at FMV.
- (b) Newco to be called "LPA Solutions Inc.". Transfer to Newco right to use tradenames "LPA" and "LPA Software", but prohibited from using these names for 2 years following closing as a legal or assumed name or in any general advertising or public announcements.
- (c) Transfer right to use domain name "[www.lpa.com](http://www.lpa.com)" 2 years after closing.
- (d) Transfer rights Xelus may have to CMM Level 2 Certification (goes with custom projects).
- (e) Transfer any rights under approx 7 inactive custom contracts, plus legally assign rights to 3 Xerox Corp. ongoing custom projects (SIMON, PIC&S, and MARS/GARS/GAMS) so Xelus has no ongoing liabilities/obligations.

2) Purchase price: approx. \$325,000 (\$200,000 plus FMV of computer equipment being purchased). Payable at closing, and in part by offset of \$91,000 Note plus interest owed to Soule under 1998 buyout.

3) Additional terms:

- (a) Sublease Newco approx 5,000 SF of Xelus office space on 2d floor 290 Woodcliff Drive for minimum 1 year, "as is" furnished.
- (b) Newco to have right to offer employment to approx 16 Xelus employees that constitute Xelus' "Custom Group" (these jobs planned to be eliminated at Xelus by 12/31/01). Thereafter, for 2 years following closing, Newco will not solicit any Xelus employees other than (i) any Xelus employees involuntarily terminated by Xelus, or (ii) any Xelus employee who voluntarily leaves Xelus after they have been gone 6 months or if sooner, only with Mike Fabiaschi's consent.
- (c) Xelus IT to provide transition support for setup of Newco's subleased office space (install and configure pc network, security system service, etc.) and post-closing computer system support on T&M hourly basis at market rates.
- (d) For 3 years following closing, Xelus will treat Newco as a preferred vendor re any outsourcing/subcontracting of integration services or custom development projects.
- (e) Xelus will work with Newco re appropriate references/introductions to Newco client prospects.
- (f) For 3 years following closing, Newco will agree not to compete against Xelus:
  - (i) in licensing, maintaining or servicing productized (non-custom) software in the "ESM" marketplace as currently exists [to be more specifically defined by Mike Fabiaschi, Bill Perry];
  - (ii) will not do any work for named competitors of Xelus [i2, Manu, SAP, Servogistics, Baxter, Siebel, PeopleSoft, ViryaNet, Yantra, Oracle];
  - (iii) will not knowingly do custom development of software in ESM marketplace that client company intends (1) to productize or (2) use for service bureau use, or Xelus gets 50% of all royalties Newco receives from developing/licensing such work [to be refined].

Newco can do integration services for clients other than named competitors.

Newco can do custom services with respect to licensed (productized) third party software of any kind for clients other than named competitors.

- (g) Closing targeted for 12/31/01, subject to Conditions listed below. Xelus willing to negotiate this deal exclusively with Soule through 12/31/01. Newco to pay initial \$15,000 of Xelus' outside legal fees.

4) Conditions to Closing:

\\FS1\young\Xelus\Gen. Corp\Acquisitions-Mergers\LPA Buyout\Term Sheet (BOD) (11-2-01) draft.doc

- (a) Approval of this Term Sheet by Xelus BOD, and letter of intent reflecting these terms satisfactory to Mike Fabiaschi.
- (b) Consent of Transamerica Business Credit Corp.
- (c) Consent of Cephas Capital Partners.
- (d) Consent to assignment of contracts as necessary under their terms.
- (e) Waiver by Soule of right to any further severance payments or benefits subsequent to closing.
- (f) Consent of Landlord to sublease contemplated.