

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
B & Z Productions, LLC		03/03/2006	LIMITED LIABILITY COMPANY: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	ADP, Inc.		
Street Address:	1950 Hassell Road		
City:	Hoffman Estates		
State/Country:	ILLINOIS		
Postal Code:	60195		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3045114	BZ PRODUCTIONS	
Registration Number:	3057223	BUZZMAIL	
Serial Number:	78514744	BUZZTRACK	
CORRESPONDENCE DATA			
Fax Number:	(650)213-0260		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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ATTORNEY DOCKET NUMBER:	25908-030 ADP ASSIGNMENT		
NAME OF SUBMITTER:	Kristin N. Falco, Paralegal		

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Signature:	/Kristin Falco/
Date:	05/31/2006
Total Attachments: 29 source=ADP bz assign#page1.tif source=ADP bz assign#page2.tif source=ADP bz assign#page3.tif source=ADP bz assign#page4.tif source=ADP bz assign#page5.tif source=ADP bz assign#page6.tif source=ADP bz assign#page7.tif source=ADP bz assign#page8.tif source=ADP bz assign#page9.tif source=ADP bz assign#page10.tif source=ADP bz assign#page11.tif source=ADP bz assign#page12.tif source=ADP bz assign#page13.tif source=ADP bz assign#page14.tif source=ADP bz assign#page15.tif source=ADP bz assign#page16.tif source=ADP bz assign#page17.tif source=ADP bz assign#page18.tif source=ADP bz assign#page19.tif source=ADP bz assign#page20.tif source=ADP bz assign#page21.tif source=ADP bz assign#page22.tif source=ADP bz assign#page23.tif source=ADP bz assign#page24.tif source=ADP bz assign#page25.tif source=ADP bz assign#page26.tif source=ADP bz assign#page27.tif source=ADP bz assign#page28.tif source=ADP bz assign#page29.tif	

ASSET PURCHASE AGREEMENT

BY AND AMONG

ADP, INC.

BZ RESULTS, LLC,

STC GROUP, LLC,

AND CERTAIN OTHER PARTIES HERETO

Dated as of March 3, 2006

ACQUISITION OF BZ RESULTS, LLC AND STC GROUP, LLC

MARCH 13, 2006

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ASSET PURCHASE AGREEMENT, dated as of March 3, 2006, by and among ADP, Inc., a Delaware corporation (“*ADP*”), BZ Results, LLC, a limited liability company organized under the laws of the State of Rhode Island (“*BZ*”), STC Group, LLC, a limited liability company organized under the laws of the State of Florida (“*STC*” and, together with BZ, the “*Sellers*” (and each individually being a “*Seller*”)), and the Members (but only for the limited purpose set forth in Section 9.5 hereof).

WITNESSETH:

WHEREAS, BZ is engaged in the business of providing e-marketing, web services/sales automation, search engine optimization, customer relationship management solutions and services, services and parts solutions, finance and insurance solutions, and training/consulting services to motor vehicle dealerships (the “*BZ Business*”);

WHEREAS, STC is engaged in the business of providing to motor vehicle dealerships dealership assessment, strategy boot camps, management processes, sales process installation, incoming sales call management, internet strategy and process development, unsold client follow-up, sold client follow-up, service follow-up, renewal process follow-up, customer relationship management center development, trade cycle selling process, train the trainer process, and certification (the “*STC Business*” and, together with the BZ Business, the “*Business*”); and

WHEREAS, Sellers wish to sell to ADP, and ADP wishes to purchase from Sellers, the Purchased Assets (as defined herein), and ADP is willing to assume the Assumed Liabilities (as defined herein), all on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and warranties made herein and of the mutual benefits to be derived herefrom, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below (each such meaning to be equally applicable to both the singular and plural forms of the respective terms so defined).

“*Acquisition Transaction*” has the meaning specified in Section 5.10.

“Governmental Entity” has the meaning specified in Section 3.2 hereof.

“Guarantee Amounts” has the meaning specified in Section 9.5 hereof.

“Holdback Accounts” has the meaning specified in Section 2.6 hereof.

“Indemnified Party” has the meaning specified in Section 9.2 hereof.

“Indemnification Expiration Date” has the meaning specified in Section 9.3 hereof.

“Indemnifying Party” has the meaning specified in Section 9.2 hereof.

“Intellectual Property” means, collectively, (i) the Owned Software, (ii) the Licensed Software and (iii) Intellectual Property Rights.

“Intellectual Property Rights” means all (i) trademarks or service marks or names, including all trademark or service mark registrations, (ii) copyrights, copyright registrations and copyright applications, (iii) patent rights, including issued patents, applications, divisions, continuations, and continuations in part, reissues, patents of additions, utility models and inventors’ certificates, (iv) trade secrets, proprietary information, know-how, processes, inventions, inventor’s notes, drawings and designs and (v) goodwill associated with any of the foregoing.

“Interest” has the meaning specified in Section 2.6 hereof.

“Interim Business Income Statement” has the meaning specified in Section 3.3 hereof.

“Interim NetTrak Income Statement” has the meaning specified in Section 3.3 hereof.

“IRS” means the Internal Revenue Service of the United States of America.

“KLR” has the meaning specified in Section 9.4 hereof.

“knowledge” means, when used with respect to the representations and warranties in Article III hereof, the knowledge of the persons set forth on Schedule 1, after due investigation.

“Laws” means any code, law (including common law), ordinance, regulation, reporting or licensing requirement, rule, or statute applicable to a Person or its assets, liabilities, or business, that is promulgated, interpreted or enforced by any Governmental Entity.

“Leased Real Property” has the meaning specified in Section 2.1 hereof.

“License” has the meaning specified in Section 3.8 hereof.

“Licensed Software” means all (i) Software and (ii) documentation, specifications, manuals, and materials associated therewith that are licensed to either Seller.

material terms thereof, except for such failures to be valid or enforceable, or modifications, that are not reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on the Business. The Sellers have good and valid title to the leasehold estate under each Real Property Lease free and clear of all encumbrances other than Permitted Liens. The Sellers enjoys peaceful and undisturbed possession of the Leased Real Property under the Real Property Leases. To Sellers' knowledge, there are no pending or threatened condemnation or foreclosure proceedings relating to any of the Leased Real Property.

3.10 Transactions with Affiliates. Schedule 3.10 sets forth a list of all contracts or agreements between the Business, on the one hand, and either Seller or any Affiliate of either Seller, on the other, including, without limitation, any loan or guarantee, and any purchase or sales agreement.

3.11 Intellectual Property.

(a) Schedule 3.11A-1 sets forth a list of all material Owned Software and material Intellectual Property Rights, in each case, included in the Purchased Assets. Schedule 3.11A-2 sets forth a list of all material Intellectual Property included in the Purchased Assets that has been registered with the United States Patent and Trademark Office, United States Copyright Office or any other federal or state registries; and there are no other registrations, filings or recordations necessary or required with respect thereto.

(b) The Purchased Assets include all Intellectual Property used in the Business. Sellers, or either of them, have the right to use all data used, or incorporated into, any product or service sold, licensed or provided to any Client. None of the Owned Software or the Intellectual Property Rights, in each case, included in the Purchased Assets, infringes any copyright or copyright applications or issued patents of others, and none of such Intellectual Property constitutes an infringement or appropriation of proprietary information, trade secrets or any other intellectual property right of others. NetTrak owns, or has the right to use, all material Intellectual Property Rights used in its business. NetTrak's conduct of its business does not infringe any copyright or copyright applications or issued patents of others, nor does it infringe or appropriate any proprietary information, trade secrets or any other intellectual property right of others.

(c) Neither Seller has asserted any claim of infringement, misappropriation, or misuse with respect to the Intellectual Property included in the Purchased Assets. No claims have been asserted in writing against either Seller with respect to either Seller's use of the Intellectual Property included in the Purchased Assets. No claims have been asserted in writing against NetTrak with respect to any Intellectual Property Right used by NetTrak in its business.

(d) None of the Owned Software or other owned Intellectual Property included in the Purchased Assets is subject to, or distributed under, any license or other Contract that (i) would require the distribution of the source code for the Owned Software or require that source code be made available to any third party; or (ii) would restrict or impair in any way either Seller's ability to license the Owned Software and other owned Intellectual Property; or (iii) would impact or

limit either Seller's ability to enforce any Intellectual Property Rights owned by either Seller against any third party in any manner.

(e) All required fees and taxes to record and maintain ownership of registered Intellectual Property have been paid.

(f) The Intellectual Property included in the Purchased Assets performs in all material respects in the manner described or represented in all proposals, bids, specifications, documentation, promotional materials and sales literature prepared by the Business or delivered on behalf of it and performs in all respects the functions necessary for the conduct of the Business, free of any material deficiency, imperfection or insufficiency.

(g) All rights in and to the Owned Software and the other Intellectual Property included in the Purchased Assets have been duly assigned to Sellers by their creators or developers, or by employees of Sellers, or either of them, in each case, pursuant to a Contract which requires such Person to assign any interest in such Intellectual Property to Sellers, or either of them. During the last five (5) years, each Seller has disclosed only the object code relating to the Owned Software. To Sellers' knowledge, there are no viruses, worms, Trojan horses or similar programs in the Owned Software included in the Purchased Assets.

(h) Each Seller has taken commercially reasonable actions to protect the confidentiality of Owned Software and other owned Intellectual Property included in the Purchased Assets. Every officer, manager, employee, agent, consultant, or independent contractor that has been employed by either Seller or had a contract with either Seller for the performance of services, and that had access to any Intellectual Property, is or was a party to a Contract that requires such Person to keep confidential any trade secrets, confidential information, proprietary data, Client information or other business information of the Sellers included in the Intellectual Property.

3.12 Insurance. Schedule 3.12 hereto sets forth a list of all material insurance policies held and maintained by either Seller covering the Purchased Assets in effect on the date hereof, including the types and amounts of coverage and the expiration dates thereof. All premiums due to the date hereof have been paid in full. All of such policies have been issued by insurance companies that are in good standing with adequate financial resources to respond to the required coverage and are actively engaged in the insurance business.

3.13 Contracts and Agreements; No Defaults.

(a) Schedule 3.13A hereto sets forth a list of the following Contracts included in the Purchased Assets ("*Material Contracts*"):

(i) partnership, joint venture or other agreements involving a sharing of profits, losses, costs or liabilities by either Seller or any of their respective Subsidiaries with any other Person;

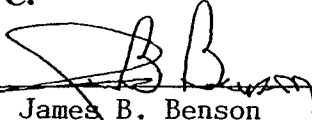
Schedule 3.11A-2 Intellectual Property included in the Purchased Assets that has been registered with the U.S. Patent and Trademark Office, U.S. Copyright Office or any other federal or state registries

Registered trademarks:

**BZ Productions
BUZZMAIL
BUZZTRAK**

IN WITNESS WHEREOF, Sellers, ADP and the other persons below have duly executed and delivered this Agreement as of the day and year first above written.

ADP, INC.

By 
Name: James B. Benson
Title: President

BZ RESULTS, LLC

By _____
Name:
Title:

STC GROUP, LLC

By _____
Name:
Title:

For the limited purpose of Section 9.5 hereof:

SEAN J. WOLFINGTON

ADAM D. DEGRAIDE

DAVID A. SIMAS

J. EUSTACE WOLFINGTON


ROBERT TASCA, III

IN WITNESS WHEREOF, Sellers, ADP and the other persons below have duly executed
delivered this Agreement as of the day and year first above written.


ADP, INC.

By _____
Name:
Title:

BZ RESULTS, LLC


By  _____
Name: Sean Wolfington
Title: CEO

STC GROUP, LLC

By  _____
Name: Sean Wolfington
Title: CEO

For the limited purpose of Section 9.5 hereof:

SEAN J. WOLFINGTON

 _____

ADAM D. DEGRAIDE

DAVID A. SIMAS

J. EUSTACE WOLFINGTON

ROBERT TASCA, III

IN WITNESS WHEREOF, Sellers, ADP and the other persons below have duly executed and delivered this Agreement as of the day and year first above written.

ADP, INC.

By _____

Name:

Title:

BZ RESULTS, LLC

By _____

Name:

Title:

STC GROUP, LLC

By _____

Name:

Title:

For the limited purpose of Section 9.5 hereof:

SEAN J. WOLFINGTON

ADAM D. DEGRAIDE

DAVID A. SIMAS

J. EUSTACE WOLFINGTON

ROBERT TASCA, III

IN WITNESS WHEREOF, Sellers, ADP and the other persons below have duly executed and delivered this Agreement as of the day and year first above written.

ADP, INC.

By _____
Name:
Title:

BZ RESULTS, LLC

By _____
Name:
Title:

STC GROUP, LLC


By _____
Name:
Title:

For the limited purpose of Section 9.5 hereof:

SEAN J. WOLFINGTON

ADAM D. DEGRAIDE

DAVID A. SIMAS



J. EUSTACE WOLFINGTON

ROBERT TASCA, III

Page 1

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MAR 03, 2006 17:06

IN WITNESS WHEREOF, Sellers, ADP and the other persons below have duly executed and delivered this Agreement as of the day and year first above written.

ADP, INC.

By _____

Name:

Title:

BZ RESULTS, LLC

By _____

Name:

Title:

STC GROUP, LLC

By _____

Name:

Title:

For the limited purpose of Section 9.5 hereof:

SEAN J. WOLFINGTON

ADAM D. DEGRAIDE

DAVID A. SIMAS

J. EUSTACE WOLFINGTON

Eustace Wolfington
ROBERT TASCA, III

IN WITNESS WHEREOF, Sellers, ADP and the other persons below have duly executed and delivered this Agreement as of the day and year first above written.

ADP, INC.

By _____
Name:
Title:

BZ RESULTS, LLC

By _____
Name:
Title:

STC GROUP, LLC

By _____
Name:
Title:

For the limited purpose of Section 9.5 hereof:

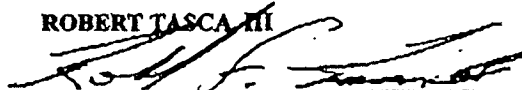
SEAN J. WOLFINGTON

ADAM D. DEGRAIDE

DAVID A. SIMAS

J. EUSTACE WOLFINGTON

ROBERT TASCA III



ASSET PURCHASE AGREEMENT

BY AND AMONG

ADP, INC.

BZ RESULTS, LLC,

STC GROUP, LLC,

AND CERTAIN OTHER PARTIES HERETO

Amended and restated as of March 13, 2006

ASSET PURCHASE AGREEMENT, amended and restated as of March 13, 2006, by and among ADP, Inc., a Delaware corporation ("**ADP**"), BZ Results, LLC, a limited liability company organized under the laws of the State of Rhode Island ("**BZ**"), STC Group, LLC, a limited liability company organized under the laws of the State of Florida ("**STC**" and, together with BZ, the "**Sellers**" (and each individually being a "**Seller**")), and the Members (but only for the limited purpose set forth in Section 9.5 hereof).

W I T N E S S E T H :

WHEREAS, BZ is engaged in the business of providing e-marketing, web services/sales automation, search engine optimization, customer relationship management solutions and services, services and parts solutions, finance and insurance solutions, and training/consulting services to motor vehicle dealerships (the "**BZ Business**");

WHEREAS, STC is engaged in the business of providing to motor vehicle dealerships dealership assessment, strategy boot camps, management processes, sales process installation, incoming sales call management, internet strategy and process development, unsold client follow-up, sold client follow-up, service follow-up, renewal process follow-up, customer relationship management center development, trade cycle selling process, train the trainer process, and certification (the "**STC Business**" and, together with the BZ Business, the "**Business**");

WHEREAS, ADP, Sellers and the Members executed and delivered an Asset Purchase Agreement, dated March 3, 2006 (the "**Original Agreement**");

WHEREAS, Section 8.4 of the Original Agreement provided that the Original Agreement could be amended by an instrument in writing duly executed and delivered by each of the parties thereto;

WHEREAS, the parties to the Original Agreement desire to amend and restate the Original Agreement; and

WHEREAS, Sellers wish to sell to ADP, and ADP wishes to purchase from Sellers, the Purchased Assets (as defined herein), and ADP is willing to assume the Assumed Liabilities (as defined herein), all on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and warranties made herein and of the mutual benefits to be derived herefrom, the parties hereto agree as follows:

“Excluded Assets” has the meaning specified in Section 2.2 hereof.

“Excluded Liabilities” has the meaning specified in Section 2.4 hereof.

“Final Closing Date Business Net Asset Statement” has the meaning specified in Section 2.7 hereof.

“Full Year Business Income Statement” has the meaning specified in Section 3.3 hereof.

“Full Year NetTrak Income Statement” has the meaning specified in Section 3.3 hereof.

“Governmental Entity” has the meaning specified in Section 3.2 hereof.

“Guarantee Amounts” has the meaning specified in Section 9.5 hereof.

“Holdback Accounts” has the meaning specified in Section 2.6 hereof.

“Holdback Amount Deductions” has the meaning specified in Section 2.6 hereof.

“Indemnified Party” has the meaning specified in Section 9.2 hereof.

“Indemnification Expiration Date” has the meaning specified in Section 9.3 hereof.

“Indemnifying Party” has the meaning specified in Section 9.2 hereof.

“Intellectual Property” means, collectively, (i) the Owned Software, (ii) the Licensed Software and (iii) Intellectual Property Rights.

“Intellectual Property Rights” means all (i) trademarks or service marks or names, including all trademark or service mark registrations, (ii) copyrights, copyright registrations and copyright applications, (iii) patent rights, including issued patents, applications, divisions, continuations, and continuations in part, reissues, patents of additions, utility models and inventors’ certificates, (iv) trade secrets, proprietary information, know-how, processes, inventions, inventor’s notes, drawings and designs and (v) goodwill associated with any of the foregoing.

“Interest” has the meaning specified in Section 2.6 hereof.

“Interim Business Income Statement” has the meaning specified in Section 3.3 hereof.

“Interim NetTrak Income Statement” has the meaning specified in Section 3.3 hereof.

“IRS” means the Internal Revenue Service of the United States of America.

“KLR” has the meaning specified in Section 9.4 hereof.

“Threshold Amount” means \$100,000.

“Transferred Employee” has the meaning specified in Section 5.5 hereof.

“Unresolved Items” has the meaning specified in Section 2.7 hereof.

1.2 Interpretation. As used in this Agreement, the terms “hereof”, “herein”, “hereunder” and comparable terms refer to this Agreement in its entirety and not to any particular article, section or other subdivision hereof. Unless otherwise indicated, references in this Agreement to any “Article”, “Section”, “Schedule” or “Exhibit” means an article or a section of this Agreement or a Schedule or Exhibit attached to this Agreement, as the case may be.

ARTICLE II

SALE AND PURCHASE OF ASSETS

2.1 Purchase and Sale of Assets. Upon the terms and subject to the conditions set forth in this Agreement, Sellers hereby agree to sell, convey, transfer, assign and deliver to ADP, and ADP hereby agrees to purchase from Sellers, at the Closing, all of each Seller’s right, title and interest in and to all assets, rights and properties related to, or used or held for use in connection with, the Business immediately prior to the Closing (***“Related to the Business”***), whether tangible or intangible, real, personal or mixed, other than the Excluded Assets (the ***“Purchased Assets”***), including, but not limited to, the following assets, rights and properties of Sellers to the extent Related to the Business:

- (a) cash, bank accounts and marketable securities of each Seller;
- (b) parcels of land and all buildings, structures, improvements and fixtures thereon, together with all rights of way, easements, privileges and other appurtenances pertaining or belonging thereto, leased by either Seller (***“Leased Real Property”***);
- (c) all machinery and equipment, furniture, office equipment and other personal property of any kind or type, whether physically located on the Leased Real Property or elsewhere;
- (d) all refunds, deposits, prepayments and prepaid expenses;
- (e) all trade notes, accounts receivable and loans made to employees of the Business;
- (f) Intellectual Property;

3.7 Sufficiency of Assets. The Purchased Assets, together with the agreement with NetTrak contemplated by Section 6.9 hereof, constitute all the tangible and intangible assets, properties and rights necessary and sufficient to operate the Business as presently conducted.

3.8 Licenses. Schedule 3.8 hereto sets forth a list of all material outstanding licenses included in the Purchased Assets, excluding any Contracts with Clients, whether Sellers are licensor or licensee ("*License*"). Each License is a legal, valid, binding, enforceable and in full force and effect. The Sellers, or either of them, have the right to use all of the property licensed under any such Licenses. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby will affect the validity or enforceability of any of the Licenses, or result in any modification of (or give rise to any right to modify) any of the material terms thereof, except for such failures to be valid or enforceable, or modifications, that are not reasonably likely to have, individually or in the aggregate, a material effect on the Business. Neither Seller has received notice in writing of any default by it thereunder or any notice of any event of default by a counterparty thereto, except for immaterial defaults.

3.9 Leased Real Property. Schedule 3.9 contains a list of all Leased Real Property (the lease agreement related to any Leased Real Property being a "*Real Property Lease*"). Each Real Property Lease is legal, valid, binding, enforceable and in full force and effect. No option has been exercised under any Real Property Lease except options whose exercise has been evidenced by a written document, a true, complete and accurate copy of which has been provided to ADP. Neither Seller nor any other party is in default, violation or breach in any respect under any Real Property Lease. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby will affect the validity or enforceability of any of the Real Property Leases, or result in any modification of (or give rise to any right to modify) any of the material terms thereof, except for such failures to be valid or enforceable, or modifications, that are not reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on the Business. The Sellers have good and valid title to the leasehold estate under each Real Property Lease free and clear of all encumbrances other than Permitted Liens. The Sellers enjoys peaceful and undisturbed possession of the Leased Real Property under the Real Property Leases. To Sellers' knowledge, there are no pending or threatened condemnation or foreclosure proceedings relating to any of the Leased Real Property.

3.10 Transactions with Affiliates. Schedule 3.10 sets forth a list of all contracts or agreements between the Business, on the one hand, and either Seller or any Affiliate of either Seller, on the other, including, without limitation, any loan or guarantee, and any purchase or sales agreement.

3.11 Intellectual Property.

(a) Schedule 3.11A-1 sets forth a list of all material Owned Software and material Intellectual Property Rights, in each case, included in the Purchased Assets. Schedule 3.11A-2 sets forth a list of all material Intellectual Property included in the Purchased Assets that has been registered with the United States Patent and Trademark Office, United States Copyright Office or

any other federal or state registries; and there are no other registrations, filings or recordations necessary or required with respect thereto.

(b) The Purchased Assets include all Intellectual Property used in the Business. Sellers, or either of them, have the right to use all data used, or incorporated into, any product or service sold, licensed or provided to any Client. None of the Owned Software or the Intellectual Property Rights, in each case, included in the Purchased Assets, infringes any copyright or copyright applications or issued patents of others, and none of such Intellectual Property constitutes an infringement or appropriation of proprietary information, trade secrets or any other intellectual property right of others. NetTrak owns, or has the right to use, all material Intellectual Property Rights used in its business. NetTrak's conduct of its business does not infringe any copyright or copyright applications or issued patents of others, nor does it infringe or appropriate any proprietary information, trade secrets or any other intellectual property right of others.

(c) Neither Seller has asserted any claim of infringement, misappropriation, or misuse with respect to the Intellectual Property included in the Purchased Assets. No claims have been asserted in writing against either Seller with respect to either Seller's use of the Intellectual Property included in the Purchased Assets. No claims have been asserted in writing against NetTrak with respect to any Intellectual Property Right used by NetTrak in its business.

(d) None of the Owned Software or other owned Intellectual Property included in the Purchased Assets is subject to, or distributed under, any license or other Contract that (i) would require the distribution of the source code for the Owned Software or require that source code be made available to any third party; or (ii) would restrict or impair in any way either Seller's ability to license the Owned Software and other owned Intellectual Property; or (iii) would impact or limit either Seller's ability to enforce any Intellectual Property Rights owned by either Seller against any third party in any manner.

(e) All required fees and taxes to record and maintain ownership of registered Intellectual Property have been paid.

(f) The Intellectual Property included in the Purchased Assets performs in all material respects in the manner described or represented in all proposals, bids, specifications, documentation, promotional materials and sales literature prepared by the Business or delivered on behalf of it and performs in all respects the functions necessary for the conduct of the Business, free of any material deficiency, imperfection or insufficiency.

(g) All rights in and to the Owned Software and the other Intellectual Property included in the Purchased Assets have been duly assigned to Sellers by their creators or developers, or by employees of Sellers, or either of them, in each case, pursuant to a Contract which requires such Person to assign any interest in such Intellectual Property to Sellers, or either of them. During the last five (5) years, each Seller has disclosed only the object code relating to the Owned Software. To Sellers' knowledge, there are no viruses, worms, Trojan horses or similar programs in the Owned Software included in the Purchased Assets.

(h) Each Seller has taken commercially reasonable actions to protect the confidentiality of Owned Software and other owned Intellectual Property included in the Purchased Assets. Every officer, manager, employee, agent, consultant, or independent contractor that has been employed by either Seller or had a contract with either Seller for the performance of services, and that had access to any Intellectual Property, is or was a party to a Contract that requires such Person to keep confidential any trade secrets, confidential information, proprietary data, Client information or other business information of the Sellers included in the Intellectual Property.

3.12 Insurance. Schedule 3.12 hereto sets forth a list of all material insurance policies held and maintained by either Seller covering the Purchased Assets in effect on the date hereof, including the types and amounts of coverage and the expiration dates thereof. All premiums due to the date hereof have been paid in full. All of such policies have been issued by insurance companies that are in good standing with adequate financial resources to respond to the required coverage and are actively engaged in the insurance business.

3.13 Contracts and Agreements; No Defaults.

(a) Schedule 3.13A hereto sets forth a list of the following Contracts included in the Purchased Assets ("*Material Contracts*"):

(i) partnership, joint venture or other agreements involving a sharing of profits, losses, costs or liabilities by either Seller or any of their respective Subsidiaries with any other Person;

(ii) any agreement involving an annual expenditure of more than \$100,000;

(iii) any agreement involving an annual receipt by either Seller of more than \$250,000;

(iv) any agreement (other than with any Client) with a remaining term (as of the date hereof) of more than one year, and that cannot be canceled by Sellers, or either of them, on less than ninety (90) days' notice without penalty;

(v) any agreement prohibiting or limiting the ability of either Seller or any of their respective Affiliates to engage in any line of business, to compete with any Person or to carry on or expand the nature or geographical scope of the Business;

(vi) any agreement obligating either Seller to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any Person;

(vii) any agreement with either Seller or any of their respective Affiliates;

(viii) any agreement with any of the Business Employees, including employment, non-compete and severance agreements;

Schedule 3.11A-2 Intellectual Property included in the Purchased Assets that has been registered with the U.S. Patent and Trademark Office, U.S. Copyright Office or any other federal or state registries

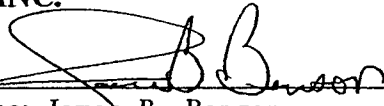
Registered trademarks:

**BZ Productions
BUZZMAIL
BUZZTRAK**

IN WITNESS WHEREOF, Sellers, ADP and the other persons below have duly executed and delivered this Agreement as of the day and year first above written.

ADP, INC.

By _____


Name: James B. Benson
Title: President

BZ RESULTS, LLC

By _____

Name:
Title:

STC GROUP, LLC

By _____

Name:
Title:

For the limited purpose of Section 9.5 hereof:

SEAN J. WOLFINGTON

ADAM D. DEGRAIDE

DAVID A. SIMAS

J. EUSTACE WOLFINGTON

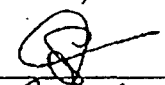
ROBERT TASCA, III

IN WITNESS WHEREOF, Sellers, ADP and the other persons below have duly executed and delivered this Agreement as of the day and year first above written.


ADP, INC.

By _____
Name:
Title:

BZ RESULTS, LLC

By  _____
Name: Sean Wolfington
Title: CEO

STC GROUP, LLC

By  _____
Name: Sean Wolfington
Title: CEO

For the limited purpose of Section 9.5 hereof:

SEAN J. WOLFINGTON



ADAM D. DEGRAIDE

DAVID A. SIMAS

J. EUSTACE WOLFINGTON

ROBERT TASCA, III

IN WITNESS WHEREOF, Sellers, ADP and the other persons below have duly executed and delivered this Agreement as of the day and year first above written.

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Title:

BZ RESULTS, LLC

By _____
Name:
Title:

STC GROUP, LLC

By _____
Name:
Title:

For the limited purpose of Section 9.5 hereof:

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ADAM D. DEGRAIDE



DAVID A. SIMAS

J. EUSTACE WOLFINGTON

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J. EUSTACE WOLFINGTON

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J. Eustace Wolfington

ROBERT TASCA, III

TRADEMARK

REEL: 003319 FRAME: 0696

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J. EUSTACE WOLFINGTON

ROBERT TASCA, HI



**Schedule 3.11A-2 Intellectual Property included in the Purchased Assets that has
been registered with the U.S. Patent and Trademark Office,
U.S. Copyright Office or any other federal or state registries**

Registered trademarks:

**BZ Productions
BUZZMAIL
BUZZTRAK**