

10-19-2006



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TR.

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2006 OCT 19 AM 11:44

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

90-81-01
10-18-06

1. Name of conveying party(ies):

Portiva Corporation
1201 I-40 W. Suite 200
Amarillo TX 79106

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: TX
- Other _____

Citizenship (see guidelines) _____

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: Asparity Decision Solutions

Internal Address: _____

Street Address: 115 Market St. Ste 400

City: Durham

State: NC

Country: USA Zip: 27701

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

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): 12/22/2005
12/22/2005
Commercial Security
12/22/2005 Asset Purchase Agreement
 Assignment Merger
 Security Agreement Change of Name
 Other: Transfer in Lieu of Foreclosure

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

A. Trademark Application No.(s)
Serial # 78138456

B. Trademark Registration No.(s) 2829819

Additional sheet(s) attached? Yes No

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

(words only): J-PORT

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

Name: Asparity Decision Solutions

Internal Address: Leslie Hart
Marketing Director

Street Address: 115 Market Street
Suite 400

City: Durham

State: NC Zip: 27701

Phone Number: 919-688-1430

Fax Number: 919-688-1456

Email Address: lhart@asparity.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 _____
Authorized User Name _____

9. Signature: Colleen M. Murphy

Signature

October 10, 2006
Date

Colleen M. Murphy
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 19

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

* Colleen M. Murphy, duly authorized officer of Asparity Decision Solutions, Inc., agent and attorney in fact for Portiva Corporation pursuant to Commercial Security Agreement dated December 22, 2005, and Security Asset Purchase Agreement dated December 22, 2005.

TRADEMARK

Copy

Security Agreement

Date: December 22, 2005
Debtor: Portiva Corporation, a Texas corporation

Debtor's Mailing Address:
Portiva Corporation
7201 I-40 West
Amarillo, Texas 79106
Potter County

Secured Party: Asparity Decision Solutions, Inc., a North Carolina corporation

Secured Party's Mailing Address:
Asparity Decision Solutions, Inc.
Box 3634
Durham, NC 27704

Collateral:

All of Debtor's interest in the following personal property and all supporting obligations and proceeds of such property: all accounts receivable, general intangibles, notes receivable, contract rights, and tangible personal property, furnishings, fixtures and equipment, and all after-acquired collateral of the same classification.

Obligation

Note

Date: December 22, 2005
Original principal amount: \$100,000.00
Borrower (Obligor): Portiva Corporation
Lender (Secured Party): Asparity Decision Solutions, Inc.
Maturity date: January 22, 2006
Terms of Payment: As provided in the note.

Other debt/Future advances: The security interest also secures all other present and future debts and liabilities of Debtor and/or Obligor to Secured Party, including future advances.

Debtor's Representations Concerning Debtor and Locations:

The chattel paper collateral is located solely at 7201 I-40 West, Amarillo Texas.
Debtor's, Portiva Corporation, place of business is located at 7201 I-40 West, Amarillo Texas.

Debtor's, Portiva Corporation, state of organization is Texas; Debtor's name, as shown in its organizational documents, as amended, is exactly as set forth above; and Debtor has no organizational identification number.

Debtor's, Portiva Corporation, federal tax identification number is 75-2853458.

Debtor's records concerning the Collateral are located at 7201 I-40 West, Amarillo Texas.

Debtor grants to Secured Party a security interest in the Collateral and all its proceeds to secure the Obligation and all renewals, modifications, and extensions of the Obligation. Debtor authorizes Secured Party to file a financing statement describing the Collateral.

A. Debtor represents and warrants the following:

1. No financing statement covering the Collateral is filed in any public office with the exception of financing statement representing that security interest dated July 14, 2004, in favor of FirstBank Southwest, National Association, subsequently assigned to Alfred Smith.

2. Debtor owns the Collateral and has the authority to grant this security interest, free from any setoff, claim, restriction, security interest, or encumbrance except liens for taxes not yet due.

3. All information about Debtor's financial condition is or will be accurate when provided to Secured Party.

4. Each account and chattel paper in the Collateral is and will be the valid, legally enforceable obligation of a third-party account debtor or obligor.

5. If any Collateral or proceeds include obligations of third parties to Debtor, the transactions creating those obligations conform and will conform in all respects to applicable state and federal consumer credit law.

6. The chattel paper Collateral is in tangible, not electronic, form and has only one original counterpart. No person, other than Debtor or Secured Party, has actual or constructive possession of any chattel paper Collateral.

B. Debtor agrees to-

1. Defend the Collateral against all claims adverse to Secured Party's interest; pay all taxes imposed on the Collateral; keep the Collateral free from liens, except for liens in favor of Secured Party or for taxes not yet due; and keep the Collateral in Debtor's possession and ownership except as otherwise provided in this agreement.

2. Pay all Secured Party's expenses, including reasonable attorney's fees, incurred to obtain, preserve, perfect, defend, and enforce this agreement or the Collateral and to collect or enforce the Obligation. These expenses will bear interest from the date of advance at the rate stated in the Note for matured, unpaid amounts and are payable on demand at the place where the Obligation is payable. These expenses and interest are part of the Obligation and are secured by this agreement.

3. Sign and deliver to Secured Party any documents or instruments that Secured Party considers necessary to obtain, maintain, and perfect this security interest in the Collateral.

4. Notify Secured Party immediately of any event of default and of any material change

(a) in the Collateral, (b) in Debtor's Mailing Address, (c) in the location of any Collateral, (d) in any other representation or warranty in this agreement, and (e) that may affect this security interest, and of any change (f) in Debtor's name and (g) of any location set forth above to another state.

5. Maintain accurate records of the Collateral at the address set forth above, furnish Secured Party any requested information related to the Collateral; and permit Secured Party to inspect and copy all records relating to the Collateral.

6. Preserve the liability of all obligors on the Collateral and preserve the priority of all security for the Collateral.

7. On Secured Party's demand, hold payments, including instruments, items, and money received as proceeds of the Collateral, separate and in an express trust for Secured Party and deposit all such payments received as proceeds of the Collateral in a special bank account designated by Secured Party, who alone will have power of withdrawal.

8. Inform Secured Party immediately of the rejection of property, a delay in delivery or performance, or a claim made in regard to any collateral.

9. As trustee for Secured Party, keep returned property separated from Debtor's other property until Secured Party has been paid the amount loaned against the related account and deliver the property on demand to Secured Party.

10. Pay Secured Party the unpaid amount of an account in the Collateral under any of the following conditions: if the account is not paid when due; if a purchaser rejects the property or services covered by the account; or if Secured Party rejects the account as unsatisfactory. Secured Party may retain the account in the Collateral and may charge any deposit account of Debtor with the unpaid amount.

11. Cause each chattel paper in the Collateral to have only one original counterpart and, at the request of Secured Party, (a) immediately deliver to Secured Party all current and after-acquired chattel paper Collateral in Debtor's possession and either endorse it to Secured Party's order or give Secured Party appropriate executed powers, (b) obtain the acknowledgment of any other person in possession of chattel paper Collateral of Secured Party's security interest in the Collateral, or (c) mark each chattel paper in the Collateral with a legend indicating that it is subject to a security interest under this agreement.

C. Debtor agrees not to-

1. Sell, transfer, or encumber any of the Collateral, except in the ordinary course of Debtor's business.

2. Change its name or jurisdiction of organization, merge or consolidate with any person, or convert to a different entity without notifying Secured Party in advance and taking action to continue the perfected status of the security interest in the Collateral.

3. Modify any agreement related to the Collateral.

4. Commingle the Collateral or any proceeds with any of Debtor's other funds or property.

D. Insurance and Risk of Loss

1. Debtor will insure the Collateral in accordance with Secured Party's reasonable

requirements regarding choice of carrier, risks insured against, and amount of coverage. Policies must be written in favor of Debtor, be endorsed to name Secured Party as an additional insured or as otherwise directed in writing by Secured Party, and provide that Secured Party will receive at least ten days' notice before cancellation. Debtor must provide copies of the policies or evidence of insurance to Secured Party.

2. Debtor assumes all risk of loss to the Collateral.

3. Debtor appoints Secured Party as attorney-in-fact to collect any returned unearned premiums and proceeds of any insurance on the Collateral and to endorse and deliver to Secured Party any payment from such insurance made payable to Debtor. Debtor's appointment of Secured Party as Debtor's agent is coupled with an interest and if Debtor is an individual will survive any disability of Debtor.

E. Default and Remedies

1. A default exists if -

a. Debtor, Obligor, or any secondary obligor fails to timely pay or perform any obligation or covenant in any written agreement between Secured Party and any of Debtor, Obligor, or secondary obligor;

b. any warranty, covenant, or representation in this agreement or in any other written agreement between Secured Party and any of Debtor, Obligor, or secondary obligor is materially false when made;

c. a receiver is appointed for Debtor, Obligor, any secondary obligor, or any Collateral;

d. any Collateral is assigned for the benefit of creditors;

e. a bankruptcy or insolvency proceeding is commenced by Debtor, a partnership in which Debtor is a general partner, Obligor, or any secondary obligor;

f. a bankruptcy or insolvency proceeding is commenced against Debtor, a partnership in which Debtor is a general partner, Obligor, or any secondary obligor, and the proceeding continues without dismissal for sixty days, the party against whom the proceeding is commenced admits the material allegations of the petition against it, or an order for relief is entered;

g. any of the following parties is dissolved, begins to wind up its affairs, is authorized to dissolve or wind up its affairs by its governing body or persons, or any event occurs or condition exists that permits the dissolution or winding up of the affairs of any of the following parties: Debtor; a partnership of which Debtor is a general partner; Obligor; or any secondary obligor; or

h. any Collateral is impaired by loss, theft, damage, levy and execution, issuance of an official writ or order of seizure, or destruction, unless it is promptly replaced with collateral of like kind and quality or restored to its former condition.

2. If a default exists, Secured Party may -

a. demand, collect, convert, redeem, settle, compromise, receipt for, realize on, sue for, and adjust the Collateral either in Secured Party's or Debtor's name, as Secured Party

desires, or take control of any proceeds of the Collateral and apply the proceeds against the Obligation:

b. take possession of any Collateral not already in Secured Party's possession, without demand or legal process, and for that purpose Debtor grants Secured Party the right to enter any premises where the Collateral may be located;

c. without taking possession, sell, lease, or otherwise dispose of the Collateral at any public or private sale in accordance with the law;

d. exercise any rights and remedies granted by law or this agreement;

e. notify obligors on the Collateral to pay Secured Party directly and enforce Debtor's rights against such obligors; and

f. as Debtor's agent, make any endorsements in Debtor's name and on Debtor's behalf.

3. Foreclosure of this security interest by suit does not limit Secured Party's remedies, including the right to sell the Collateral under the terms of this agreement. Secured Party may exercise all remedies at the same or different times, and no remedy is a defense to any other. Secured Party's rights and remedies include all those granted by law and those specified in this agreement.

4. Secured Party's delay in exercising, partial exercise of, or failure to exercise any of its remedies or rights does not waive Secured Party's rights to subsequently exercise those remedies or rights. Secured Party's waiver of any default does not waive any other default by Debtor. Secured Party's waiver of any right in this agreement or of any default is binding only if it is in writing. Secured Party may remedy any default without waiving it.

5. Secured Party has no obligation to clean or otherwise prepare the Collateral for sale.

6. At any time Secured Party may contact obligors on the Collateral directly to verify information furnished by Debtor.

7. Secured Party has no obligation to collect any of the Collateral and is not liable for failure to collect any of the Collateral, for failure to preserve any rights pertaining to the Collateral, or for any act or omission on the part of Secured Party or Secured Party's officers, agents, or employees, except willful misconduct.

8. Secured Party has no obligation to satisfy the Obligation by attempting to collect the Obligation from any other person liable for it. Secured Party may release, modify, or waive any collateral provided by any other person to secure any of the Obligation. If Secured Party attempts to collect the Obligation from any other person liable for it or releases, modifies, or waives any collateral provided by any other person, that will not affect Secured Party's rights against Debtor. Debtor waives any right Debtor may have to require Secured Party to pursue any third person for any of the Obligation.

9. If Secured Party must comply with any applicable state or federal law requirements in connection with a disposition of the Collateral, such compliance will not be considered to adversely affect the commercial reasonableness of a sale of the Collateral.

10. Secured Party may sell the Collateral without giving any warranties as to the Collateral. Secured Party may specifically disclaim any warranties of title or the like. This procedure will not be considered to adversely affect the commercial reasonableness of a sale of the

enforceability or validity of any other provision.

8. This agreement will be construed according to Texas law, without regard to choice-of-law rules in any jurisdiction.

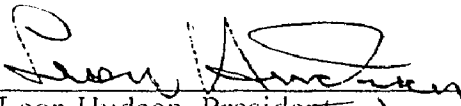
9. Interest on the Obligation secured by this agreement will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the Obligation or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the Obligation or, if the principal of the Obligation has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the Obligation.

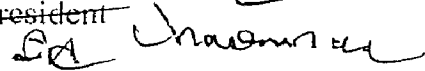
10. In no event may this agreement secure payment of any debt subject to title IV of the Texas Finance Code or create a lien otherwise prohibited by law.

11. When the context requires, singular nouns and pronouns include the plural.

12. Any term defined in sections 1.101 to 11.108 of the Texas Business and Commerce Code and not defined in this agreement has the meaning given to the term in the Code.

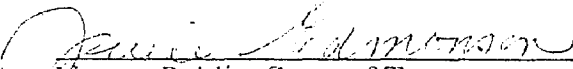
Portiva Corporation, a Texas corporation,



Leon Hudson, President


STATE OF TEXAS)
 Hale)
COUNTY OF POTTER)

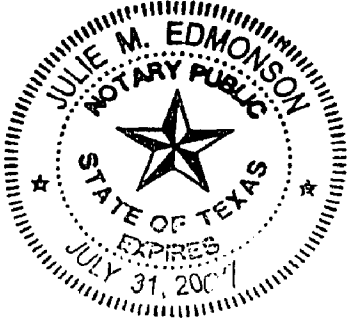
This instrument was acknowledged before me on December 22, 2005, by Leon Hudson, as the President of Portiva Corporation, a Texas corporation, on behalf of said corporation.



Notary Public, State of Texas
My commission expires: 7-31-07

AFTER RECORDING RETURN TO:

Asparity Decision Solutions, Inc.
Box 3634
Durham, NC 27704



Copy

Asset Purchase Agreement

This Asset Purchase Agreement (the " Agreement") is made and effective December 22, 2005, by and between Asparity Decision Solutions, Inc. (" Buyer") and Portiva Corporation (" Seller").

Seller operates a risk management business under the name Portiva Corporation, including but not limited to software marketed as J-PORT, Survey-Assist, LossDataAssist, RegAssist, and KRIAssist (the " Business").

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, certain assets of Seller used in the Business, subject to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Transfer of Assets. At the Closing, subject to the terms of this Agreement, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of all liens, encumbrances, claims, clouds, charges, equities or imperfections of any nature, all contract rights, customer lists, leases, furniture, fixtures, equipment, trademarks, trade names, intellectual property, goodwill, materials, supplies, telephone numbers, business records, and other assets and properties owned or leased by Seller and used or useful in the Business and related operations, but excluding the following, if any: corporate minute and stock books, insurance policies, income tax refunds, and officer and shareholder receivables. The assets and properties to be transferred by Seller to Buyer shall include, without limitation:

- A. The furniture, fixtures and equipment listed in Exhibit A.
- B. The contracts, leases, licenses and other agreements identified on Exhibit C attached hereto.
- C. Such other of Seller's property and assets identified on Exhibit D attached hereto.
- D. Seller's inventory identified on Exhibit E attached hereto.

2. Conveyance and Transfer Documents. Seller agrees to deliver to Buyer at the Closing such certificates, bills of sale, documents of title and other instruments of conveyance and transfer, in form and content satisfactory to Buyer, as shall be effective to vest in Buyer good and marketable title in and to any property to be sold, assigned, transferred, conveyed and delivered hereunder.

3. Payment of Purchase Price. Buyer shall pay Seller at the Closing the purchase price in the sum of One Million Dollars (\$1,000,000) in the manner described below, in full payment for all of the items purchased from Buyer. Buyer shall pay an additional amount at Closing for Seller's inventory determined as follows: Buyer and Seller (or their representatives) shall take a physical inventory of Seller's stock in trade immediately prior to Closing. At the Closing, Buyer shall then pay an amount for the goods identified during

such inventory equal to the Seller's wholesale cost for these goods as shown in Seller's books and records. .

4. Allocation of Purchase Price. The purchase price for the assets and properties referred to in Section 1 hereof and for and for the covenant not to compete of Seller under Section 13. A. hereof, shall be allocated as follows:

Assets referred to in Section 1. A.	\$30,000
Lease referred to in Section 1. B.	\$Zero (lease excluded)
Items referred to in Section 1. C.	\$200,000
Goodwill	\$50,000
Items referred to in Section 1. D.	\$700,000
Covenant not to compete - Section 13. A.	\$20,000

This Agreement shall not be deemed or construed to be divisible by reason of allocating the purchase price with respect to separate categories of property. All of the terms, conditions and covenants in this Agreement shall be mutually interdependent.

5. Nonassumption of Liabilities. Except as otherwise agreed expressly in writing, Buyer does not and shall not assume or agree to pay any of Seller's or, where applicable, any shareholder's, partner's, or member's, liabilities or obligations of any nature or kind. Seller and, where applicable, any shareholder, partner, or member, shall each remain responsible for their respective debts and obligations.

6. Further Assurances. From time to time after the date of this Agreement, Seller shall give to Buyer, and to Buyer's representatives, auditors and counsel, full access during normal business hours to all of the properties, books, records, tax returns, contracts, licenses, franchises and all of the documents of Seller relating to the Business and shall furnish to Buyer all information with respect to the Business, as Buyer may from time to time reasonably request. Promptly following execution of this Agreement, Seller shall use Seller's best efforts to obtain all consents (if any, including, without limitation, consents of any government or governmental agency) necessary to effect the sale, assignment, transfer, conveyance and delivery contemplated by Section 1 hereof. From time to time after the Closing, at Buyer's request and without further consideration, Seller agrees to execute and deliver at Seller's expense such other instruments of conveyance and transfer and take such other action as Buyer reasonably may require more effectively to sell, assign, transfer, convey, deliver and vest in Buyer, and to put Buyer in possession of, any property to be sold, assigned, transferred, conveyed and delivered hereunder.

7. Closing.

A. The payment of amounts due, delivery of documents and completion of other items related to the transfer of the Business and the assets purchased by Buyer (the " Closing") shall be held on January 31, 2006, at Noon, at 112 West 8th, Suite 402, Amarillo, Texas, or on such other date, and at such other time and place, as mutually agreed upon by the parties in writing.

B. At the Closing:

(i) Seller shall execute and deliver to Buyer the instruments of conveyance and transfer called for in Section 2 hereof;

(ii) Buyer shall deliver to Seller the sum of One Dollar (\$1.00) by certified or cashier's check, and deliver documents providing for the cancellation of the existing \$1,000,000 promissory note owed by Seller, originally from First Bank Southwest, NA, including related guarantees.

C. In the event that the Closing hereunder shall not be consummated on the date and time specified in this Section for any reason other than some act, omission or material breach by Buyer, this Agreement shall, at the sole option of Buyer, terminate. Any deposit previously paid by Buyer shall be promptly returned to Buyer and neither party hereto shall have any further obligation or liability to the other party hereto.

8. Representations and Warranties of Seller. Seller represents and warrants to and covenants with Buyer, and Buyer's successors and assigns (which representations, warranties and covenants shall survive the Closing), as follows:

A. Seller is a Corporation duly organized, validly existing and in good standing under the laws of the State of Texas and is qualified as a foreign entity and in good standing in every state where required by the Business.

B. Seller has full power and authority to execute and deliver the Agreement and to consummate the transactions contemplated hereby. The execution, delivery and consummation of this Agreement have been duly authorized and approved by such officers, directors, shareholders, partners and/or members of Buyer as required by, and in accordance with, applicable laws and the instruments, agreements and documents controlling Buyer's governance.

C. Seller has delivered to Buyer a list dated December 22, 2005 of Seller's officers, directors, members, partners and/or shareholders, as appropriate, and shall promptly notify Buyer of any change in its officers or directors on or before the Closing.

D. The balance sheet (" Balance Sheet") of Seller prepared as of December 2, 2005 and the income statement (" Income Statement") of Seller dated December 2, 2005 are attached as Exhibit E. The Balance Sheet and Income Statement have been prepared by Seller's personnel according to Seller's customary procedures and do not intentionally misstate or omit any material fact. The Balance Sheet fairly presents the financial condition of Seller and reflects all assets, properties, debts and liabilities of Seller, fixed or contingent (including adequate provision for all taxes); and the Income Statement fairly presents the

results of operations of Seller for the period which it covers. Seller has no liability as of the date of the Balance Sheet of any nature, whether accrued, absolute, contingent or otherwise, not disclosed, fully reflected or reserved against in the Balance Sheet. Buyer expressly is assuming no liabilities of Seller.

E. Except as otherwise disclosed by Seller in writing, as of the date of this Agreement, the assets and properties of Seller are not, and as of the Closing they will not be, subject to any liens, encumbrances, claims, clouds, charges, equities or imperfections of any nature.

F. Neither the execution or delivery by Seller of this Agreement or the transactions contemplated hereby will: (i) result in the creation of any lien, security interest, or encumbrance upon any of the assets of Seller; (ii) violate any order, writ, injunction, decree, judgment, law, rule, regulation or ruling of any court or governmental authority applicable to Seller or any of its properties; or (iii) require any consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority.

G. Seller, and where applicable any shareholder, officer, director, member or partner, are in violation of, or under investigation with respect to, or have been charged with or given notice of, any violation of any applicable law, statute, order, rule, regulation, policy or guideline promulgated or judgment entered, by any federal, state or local court or governmental authority relating to or affecting the Business, Seller or any of Seller's assets.

H. Since the date of the Balance Sheet there has not been, and between the date hereof and the Closing Date there will not be, any materially adverse change in the financial condition, assets, liabilities, business or property of Seller, or with respect to its employees or customers, and Seller has no knowledge of any fact or contemplated event which may, in the future, cause any such materially adverse change. Since the date of the Balance Sheet, and pending the Closing, the business of the Seller has been, and will be, conducted only in the ordinary course.

I. Copies of all leases, instruments, agreements and other documents which have been delivered or may be delivered to Buyer by Seller pursuant to or in connection with this Agreement are and will be complete and correct as of the date hereof and as of the Closing. Exhibits B and C, attached hereto and made a part hereof, are lists of all contracts, leases, licenses and other agreements relating to the Business. Seller is not in default and has not received any notice of default under any such contract, lease, license or other agreement or under any other obligation relating to the Business.

J. As of the date hereof there is, and on the Closing Date there will be, no litigation at law or in equity, no proceeding before any commission or other administrative or regulatory authority, and no dispute, claim or controversy (including, without limitation, labor union strikes, elections, arbitrations, grievances, complaints, or administrative actions) pending, or to the knowledge of Seller threatened, against or affecting the business or property of Seller or its right to carry on its business and enter into and consummate the transactions contemplated by this Agreement.

K. Seller has previously delivered to Buyer copies of all plans, contracts, agreements, programs, and policies relating to, and all information referred to in, the following, if any: (i) all employment, bonus, profit sharing, percentage compensation,

deferred compensation, pension, employee benefit, welfare and retirement plans, contracts and agreements, consulting agreements, and labor union and collective bargaining agreements to which Seller is a party or is subject, (ii) the wage rates for nonsalary and nonexecutive employees of Seller; (iii) all group insurance programs in effect for employees of Seller; and (iv) any increase in the compensation payable or to become payable by Seller, or any bonus, percentage compensation, service award or other similar benefit granted, made or accrued to the credit of any salaried employee, agent or consultant of Seller.

L. There is no unfair labor practice complaint against Seller pending before the National Labor Relations Board. There is no labor strike dispute, slowdown or stoppage, or any union organizing campaign, pending, or to the best of the knowledge of Seller, threatened against or involving Seller. No labor agreements have been filed with Seller which has had, or may have, a materially adverse effect on Seller's business. No collective bargaining agreement is currently being negotiated with Seller.

M. Seller has not employed any broker or finder or incurred any liability for any brokerage fees, commissions, finder fees or similar fees or expenses, and no broker or finder has acted directly or indirectly for Seller in connection with this Agreement or the transactions contemplated hereby, except: None.

N. On the date hereof Seller has, and on the Closing Seller shall have, duly prepared and timely filed all local, state and federal tax returns (including, without limitation, those which relate to FICA, withholding and other payroll taxes) required to be filed by such dates, and paid all taxes, penalties and interest with respect thereto. To the extent that any tax liabilities have accrued but not become payable, the full amounts thereof have been reflected as liabilities or reserved against on the Balance Sheet. After the Closing, Seller shall duly prepare and timely file any and all local, state and federal tax returns which pertain, in whole or in part, to the period on or before the Closing, and pay all taxes, penalties and interest with respect thereto.

O. On the date hereof, the properties and assets to be transferred under this Agreement are, and on the Closing they will be, in good condition and repair.

P. Seller shall permit Buyer and its representatives at all reasonable times during business hours and without interfering with the normal conduct of the business of Seller, to examine and have full access to all of the properties, books and records of Seller and to copy such books and records (at Buyer's expense).

9. Representations and Warranties of Buyer. Buyer represents and warrants to and covenants with Seller (which representations and warranties shall survive the Closing) as follows:

A. Buyer is a Corporation duly organized, validly existing and in good standing under the laws of the State of North Carolina.

B. Buyer has full power and authority to execute and deliver the Agreement and to consummate the transactions contemplated hereby. The execution, delivery and consummation of this Agreement have been duly authorized and approved by such officers, directors, shareholders, partners and/or members of Buyer as required by, and in accordance with, applicable laws and the instruments, agreements and documents controlling Buyer's governance.

C. As of the date hereof there is, and as of the Closing there will not be litigation at law or in equity, no proceeding before any commission or other administrative or regulatory authority, and no dispute, claim or controversy pending, or to the knowledge of Buyer threatened, against or affecting the right of Buyer to enter into and consummate the transactions contemplated by this Agreement.

D. Buyer has not employed any broker or finder or incurred any liability for any brokerage fees, commissions, finder fees or similar fees or expenses in connection with the transactions contemplated by this Agreement, and no broker or finder has acted on Buyer's behalf except: None.

10. Indemnification.

A. Seller indemnifies and holds harmless Buyer against any loss, damage or expense (including, without limitation, taxes, penalties, interest and reasonable attorney's fees) asserted against or suffered by Buyer arising out of or resulting from (i) any breach of this Agreement by Seller; (ii) any inaccuracy in the representations, warranties, and covenants made by Seller in this Agreement, or in any certificate, schedule, exhibit or written instrument delivered or to be delivered under this Agreement; and (iii) any liability, obligation, demand, claim, action, or judgment, known or unknown, which may already have arisen or which may hereafter arise, by reason of or in connection with the operation of Seller's business prior to the Closing.

B. (i) Buyer shall promptly notify Seller of any claim or demand which Buyer determines has given or could give rise to a right of indemnification under this Agreement. Unless Seller give Buyer written notice that either contests Buyer's right to indemnification for a claim or demand within thirty (30) days of the date Buyer notifies them of such a claim or demand, Seller shall be deemed to have acknowledged Buyer's right to indemnification for such claim or demand pursuant to the provisions of this Agreement.

(ii) If any claim or demand relates to a claim or demand asserted by a third party against Buyer, Seller shall have the duty, at Seller's expense, to defend any such claim or demand. Buyer shall make available to Seller and Seller's representatives all records and other materials reasonably required by them for their use in contesting any such claim or demand. Buyer shall have the right, but not the obligation, to employ separate counsel, and to participate with Seller in the defense of any such claim or demand, but the fees and expenses of such separate counsel shall be paid by Buyer. In not event shall Buyer be obligated to defend any such claim or demand.

11. Conditions Precedent to the Obligations of Buyer. The obligations of Buyer under this Agreement are subject to the following conditions precedent:

A. The representations, warranties and covenants made by Seller herein to Buyer shall be true and correct in all material respects on and as of the Closing Date with the same effect as if such representations, warranties and covenants had been made on and as of date of the Closing, and Seller shall have performed and complied with all agreements, covenants and conditions on their part required to be performed and complied with on or prior to the Closing.

B. Buyer shall have obtained all local, state and federal licenses, permits and

other authorizations necessary for Buyer to conduct the Business in the State of Texas .

C. The assets to be purchased by Buyer and the Business shall not have been adversely affected in any material way (whether or not covered by insurance) as a result of any fire, casualty, act of God or other force majeure or any labor dispute or disturbances.

D. If Seller is incorporated, Seller shall have delivered to Buyer on or before the Closing a certificate executed by its secretary setting forth the resolutions adopted by the directors and shareholders of Seller to authorize the execution and delivery of the Agreement and the consummation of the transactions contemplated hereby.

E. Seller shall have fully performed all covenants of Seller in this Agreement which must be performed by Seller on or before the Closing.

F. Buyer may at any time and from time to time waive any one or more of the foregoing conditions, but any such waiver must be in writing executed by Buyer to be effective.

12. Conditions Precedent to the Obligations of Seller. The obligations of Seller shall be subject to the condition precedent that all warranties, representations, and covenants made by Buyer to Seller in this Agreement shall be true and correct in all material respects on and as of the Closing with the same effect as if such warranties, representations, and covenants had been made on and as of the date of the Closing, and Buyer shall have performed or complied with all agreements, covenants and conditions on its part required to be performed or complied with on or prior to the Closing.

13. Covenants of Seller. Seller covenants with Buyer as follows:

A. During the one year period from and after the Closing, within the European Union or the United States, Seller shall not directly or indirectly, or as a partner, shareholder, employee, manager or otherwise, own, manage, operate, control, be employed by, participate in, or otherwise be connected with any other business the same as or similar to the Business. In the event any of the provisions of this Section shall be determined to be invalid by reason of their scope or duration, this Section shall be deemed modified to such extent as required to cure the invalidity. In the event of a breach, or a threatened breach, of this covenant, Buyer shall be entitled to obtain an injunction restraining the commencement or continuance or the breach, as well as to any other legal or equitable remedies permitted by law.

B. If Seller is a corporation, limited liability company or limited partnership or Seller has filed a fictitious name registration, on or before the Closing, Seller shall file with the appropriate state office the documents appropriate to change its name to a name which is not the same as or similar to its current name or any trade or business name used in connection with the Business and/or to reflect that it no longer uses the fictitious name used in the Business.

14. Employee Benefit Plans. Seller is not a party to nor a provider of any executive or employees' compensation plan or agreement or compensatory plan or agreement with any independent contractor or employee of Seller (an "Employee Benefit Plan") including, without limitation, any bonus, stock purchase, stock option, profit sharing, pension,

savings, retirement or similar qualified or unqualified plan, group life insurance, group health insurance or group disability coverage, except as follows: Seller provided several benefit plans, most of which have lapsed. . If Seller is a party to or provider of any Employee Benefit Plan, Buyer shall not be obligated to continue to provide such plan or any other benefit to any person.

15. Omitted.

16. Consulting Agreement. At the Closing, Buyer and Seller (or a principal of Seller) shall enter into a Consulting Agreement in the form and with the content of the Consulting Agreement attach as Exhibit H.

17. Notices.

Any notice under this Agreement shall be effectively given upon deposit in the United States mail, postage prepaid, or by recognized overnight delivery service, and addressed as follows (or at such change of address given by one party to the other in writing after the date hereof):

If to Buyer: Asparity Decision Support, Inc. , Box 3634
Durham, NC 27701

If to Seller: Portiva Corporation, 7201 I-40 West
Amarillo, TX 79106

18. Final Agreement.

This Agreement represents the full agreement between the parties and supersedes any and all prior negotiations and understandings between them. This Agreement may not be modified or amended except by a written instrument executed by all of the parties.

19. Governing Law.

This Agreement shall be governed by and construed according to the laws of the State of Texas.

20. Force Majeure.

Nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-conforming party.

21. No Assignment.

The parties agree that neither party may assign or transfer any rights and obligations under this Agreement, directly or indirectly except upon the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

22. Severability.

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.

23. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

24. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.


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

For Seller:



Chairman

For Buyer:



Chairman

EXHIBIT A
Seller's Furniture, Fixtures and Equipment

All of the furniture, fixtures and equipment at Seller's facility at 7201 I-40 West, Amarillo, TX and resident with employees at other locations

EXHIBIT B
Seller's Lease

None. Lease on existing site is specifically excluded.

EXHIBIT C
Seller's Contracts and Licenses

Thank you for your request. Here are the latest results from the TARR web server.

This page was generated by the TARR system on 2006-04-07 08:33:32 ET

Serial Number: 78138456

Registration Number: 2829819

Mark

A stylized, handwritten-style logo for 'J-PORT'. The 'J' is a simple hook, the 'P' is a simple vertical stroke with a small loop at the top, the 'O' is a circle with a textured, stippled interior, and the 'R' and 'T' are simple, blocky letters.

(words only): J-PORT

Standard Character claim: No

Current Status: Registered.

Date of Status: 2004-04-06

Filing Date: 2002-06-25

Transformed into a National Application: No

Registration Date: 2004-04-06

Register: Principal

Law Office Assigned: LAW OFFICE 102

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 900 -File Repository (Franconia)

Date In Location: 2004-04-13

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. Portiva Corporation

Address:

Portiva Corporation
7201 I-40 West Suite 200
Amarillo, TX 79106
United States

Legal Entity Type: Corporation**State or Country of Incorporation:** Texas**Phone Number:** 806-463-2992**Fax Number:** 806-463-2973

GOODS AND/OR SERVICES

International Class: 009

Computer software for database management in the field of risk management, namely, software applications that allow the input, analysis, assessment, and reporting of risks and organization undertakes in the course of doing business, said risks including-- financial risks, such as losses on stock trades; human risks, such as fraud or workplace accidents; acts of nature, such as fires and floods; and other events that could adversely impact the performance of business organization

First Use Date: 2002-06-06**First Use in Commerce Date:** 2002-06-06**Basis:** 1(a)

ADDITIONAL INFORMATION

Design Search Code(s):

26.17.09 - Bands, curved; Bars, curved; Curved line(s), band(s) or bar(s); Lines, curved

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

2004-04-06 - Registered - Principal Register

2004-02-03 - Opposition terminated for Proceeding

2004-02-03 - Opposition terminated for Proceeding

2004-02-03 - Opposition dismissed for Proceeding

2003-09-17 - Email Received

2003-08-12 - TEAS Response to Office Action Received

2003-02-04 - Opposition instituted for Proceeding

2003-02-04 - Opposition papers filed

2003-01-14 - Published for opposition

2002-12-25 - Notice of publication

2002-11-07 - Approved for Pub - Principal Register (Initial exam)

2002-10-23 - Case file assigned to examining attorney

CORRESPONDENCE INFORMATION

Correspondent

PORTIVA CORPORATION
7201 I-40 WEST SUITE 200
AMARILLO, TX 79106

Phone Number: 806-463-2992

Fax Number: 806-463-2973
