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

1-25-07

1. Name of conveying party(ies):

Global Docugraphix, Inc.

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

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: American Solutions for Business

Internal _____

Address: _____

Street Address: 33 Minnesota Avenue

City: Glenwood

State: MN

Country: USA Zip: 56334

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Minnesota
- 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) August 1, 2006

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

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

A. Trademark Application No. (s)
Serial No. 78055111

B. Trademark Registration No. (s)
2675677

Additional sheet(s) attached? Yes No

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

Trademark: Print to Mail. G&S computer peripherals, namely, an in-line folding & Sealing device that attaches to computer printers for creating mail ready pieces.

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

Name: Kristy L. Warnen, Esq.

Internal Address: Gregerson, Rosow, Johnson & Nilan, Ltd.

Street Address: 1600 Park Building, 650 Third Avenue So

City: Minneapolis

State: MN Zip: 55402

Phone Number: (612) 338-0755

Fax Number: (612) 349-6718

Email Address: kwarnen@grjn.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:

01/25/2007 DBYRNE 00000131 2675677

Signature

Date

01 FC:8521 _____
40 Kristy L. Warnen, Attorney

Name of Person Signing

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

49

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

ENTERED

TAWANA C. MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT'S DOCKET



The following constitutes the ruling of the court and has the force and effect therein described.

United States Bankruptcy Judge

Signed August 2, 2006

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE: § Chapter 11
GLOBAL DOCUGRAPHIX USA, INC. §
GLOBAL DOCUGRAPHIX, INC. § Case No. 06-32888-SGJ-11
§ (Jointly Administered)
§
Debtors. §

**ORDER APPROVING SALE OF CERTAIN ASSETS
FREE AND CLEAR OF LIENS PURSUANT TO 11 U.S.C. §§ 363 AND 365**

On August 2, 2006, the Court held a hearing (the "Hearing") on the request of the above-named debtors and debtors in possession (the "Debtors") for entry of an order by the Court approving the sale of certain assets free and clear of liens pursuant to 11 U.S.C. § 363, as set forth in the *Motion for Order (A) Authorizing and Scheduling Public Auction for the Sale of Certain or All of the Debtors' Assets Free and Clear of All Liens, Claims, and Encumbrances, (B) Approving Procedures for the Submission of Qualifying Bids, and (C) Approving the Form*

and the Manner of Notice Pursuant to Fed. R. Bankr. P. 2002 [Docket No. 11] (the “Motion”),¹ filed on or about July 18, 2006. At the Hearing, the Debtors requested that the Court approve the sale of the assets described in the attached asset purchase agreements to the respective purchasers identified therein (each such individual, a “Purchaser”) and as further described in the Court’s Order: (A) Approving Sale Procedures in Connection with Sale of Certain or All of the Debtors’ Assets, Free and Clear of All Liens, Claims and Encumbrances Including the Stock and/or Assets of the Non-Debtor Subsidiaries; (B) Scheduling an Auction and Hearing to Consider Approval of the Sale; (C) Approving Notice of Respective Dates, Times and Places for Auction and for Hearing on Approval of (i) Sale and (ii) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; (D) Approving Form of Notice; and (E) Granting Related Relief, entered July 21, 2006 (the “Bid Procedures Order”). For the sake of clarity, this order applies to the following asset purchase agreements (each, an “APA”) and the “Purchasers” and the transactions identified therein:

- (a) Asset Purchase Agreement, dated July 31, 2006, between Global DocuGraphix USA, Inc. and Clyde W. White, as Purchaser, relating to certain assets associated with Division 48;
- (b) Asset Purchase Agreement, dated July 31, 2006, between Global DocuGraphix USA, Inc. and Reliance Business Products, LLC, as Purchaser, relating to certain assets associated with Division 14;
- (c) Asset Purchase Agreement, dated July 31, 2006, between Global DocuGraphix USA, Inc. and Webb Mason Inc., as Purchaser, relating to certain assets associated with Division 27;

¹ Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Motion.

- (d) Asset Purchase Agreement, dated July 31, 2006, between Global DocuGraphix USA, Inc. and CorpLogoWare, LLC, as Purchaser, relating to certain assets associated with Division 50;
- (e) Asset Purchase Agreement, dated July 31, 2006, between Global DocuGraphix USA, Inc. and APTCO, Inc., as Purchaser, relating to certain assets associated with Division 49;
- (f) Asset Purchase Agreement, dated July 31, 2006, between Global DocuGraphix USA, Inc. and BNBS, Inc., as Purchaser, relating to certain assets associated with Divisions 15 and 17;
- (g) Asset Purchase Agreement, dated July 31, 2006, between Global DocuGraphix USA, Inc. and BNBS, Inc., as Purchaser, relating to certain assets associated with Divisions 9, 10, 11, 12 and 26;
- (h) Asset Purchase Agreement, dated July 31, 2006, between Global DocuGraphix USA, Inc. and Better Business Forms and Products, Inc., as Purchaser, relating to certain assets associated with Divisions 38 and 65;
- (i) Asset Purchase Agreement, dated August 1, 2006, between Global DocuGraphix USA, Inc. and American Business Forms, Inc. (d/b/a American Solutions for Business), as Purchaser, relating to certain assets associated with Divisions 15, 25, 30, 32, 36, 43, 44, 45, 51, 60, 62;
- (j) Stock Purchase Agreement, dated July 31, 2006, between Global DocuGraphix, Inc. and Webb Mason, Inc., as Purchaser, relating to the outstanding capital stock of TopForm Software Inc.;
- (k) Letter Agreement, dated August 1, 2006, between Global DocuGraphix USA, Inc. and Bostelman Realty LLC, as Purchaser; and
- (l) Agreement, dated August 2, 2006, between Global DocuGraphix USA, Inc. and Webb Mason Inc., as Purchaser, relating to certain Incentrix software.

The transactions contemplated in the collective APAs are referred to herein as the “Sale” and, collectively, the assets identified for purchase and sale in the APAs comprise the “Purchased Assets.”

The Court finds that sufficient notice of the Hearing has been given to all parties entitled thereto, and that all objections to the proposed Sale, if any, have been resolved or overruled. The Court further finds and determines, based upon the arguments and evidence presented at the Hearing and the full record of this case, that the proposed Sale is in the best interests of the Debtors, their estates, creditors and other parties in interest, and that the proposed Sale should therefore be approved. Accordingly, subject to the provisions of this Order, and after due deliberation and sufficient cause appearing therefor, the Court makes the following findings of fact and conclusions of law:

A. The Court has jurisdiction to hear and determine the propriety of entering this Order pursuant to 28 U.S.C. §§ 157 and 1334. Venue of this proceeding in this district is proper pursuant to 28 U.S.C. § 1409. The proceedings before this Court constitute core proceedings pursuant to 28 U.S.C. §§ 157 (b)(2)(A), (N) and (O). The statutory predicates for the relief requested herein are §§ 105, 363(b), 363(f), 363(m) and 365 of the Bankruptcy Code,² as supplemented by Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”) 2002, 6004 and 6006.

B. On July 21, 2006, the Debtors served copies of the Bid Procedures Order, the Notice of (A) Public Auction to Solicit Bids for the Sale of All or a Portion of the Debtors’ Assets, Including the Stock and/or Respective Assets of Non-Debtor Subsidiaries, Free and Clear of Liens, Claims, and Encumbrances, (B) Procedures for the Submission of Qualifying Bids and (C) Sale Hearing (the “Auction Notice”) and accompanying bid procedures.

² Unless otherwise stated herein, all section references are to the Bankruptcy Code, 11 U.S.C. § 101, *et seq.* (2005).

C. Pursuant to the Bid Procedures Order, counsel for the Debtors accepted bids for the purchase of the any or all of the Debtors' assets, including the stock of two nondebtor affiliates on July 28, 2006 at the offices of counsel for the Debtors, Gardere Wynne Sewell LLP, 3000 Thanksgiving Tower, 1601 Elm Street, Dallas, Texas (the "Auction").

D. On July 31, 2006, the Debtors conducted the Auction. The Auction was fair and reasonable, and conducted in good faith. A reasonable opportunity was afforded any party to make a higher or otherwise better offer for the Purchased Assets than the offers contained in the APAs and no higher offers were made.

E. The Debtors have complied with all of the procedures for notice and sale of the Purchased Assets identified in the respective APAs.

F. Notice of the proposed Sale and the Hearing was provided in conformity with Bankruptcy Rules 2002, 6004 and 6006 as supplemented by the orders of this Court. Sufficient notice of the proposed Sale and the Hearing was provided, and such notice was properly served on all required persons and entities, including, but not limited to, all persons claiming any interest in the Purchased Assets. No other or further notice of the proposed Sale, the Bid Procedures Order, the Hearing, or the entry of this Order is necessary.

G. A reasonable opportunity to object or be heard regarding the proposed Sale has been afforded to all interested parties and entities.

H. The Debtors have full corporate power and authority to execute and deliver each APA and all other required transaction documents contemplated by the successful bids of the respective Purchasers.

I. The proposed Sale has been duly and validly authorized by all necessary corporate action of the respective Debtors and, subject to the entry of this Order, the Debtors have all corporate power and authority necessary to consummate the transactions contemplated by the APAs. No consents or approvals, other than those expressly contemplated by the APAs, are required for the Debtors to consummate the proposed Sale.

J. Neither the execution and delivery of any APA, nor the consummation by the Debtors of the transactions contemplated thereby will constitute any violation or breach of or conflict with (i) the Certificate of Incorporation or By-Laws of the respective Debtors or (ii) applicable law.

K. Sufficient business justification exists, pursuant to §§ 105, 363 and 365, for the proposed Sale.

L. All of the transactions contemplated by the APAs are properly authorized under §§ 105, 363 and 365.

M. The submission of bids and the subsequent Auction, conducted by counsel to the Debtor pursuant to the Bid Procedures Order, was fair, reasonable, and conducted in good faith.

N. Following a period of active and thorough solicitation and an open and complete auction process reasonably calculated to yield the highest or otherwise best offers for the Purchased Assets, the "Purchase Price" set forth in each APA represents the highest or otherwise best offer for the specific Purchased Assets described in such APA. Each APA was negotiated, proposed and accepted in good faith, from arms' length bargaining positions, by the parties.

O. The execution of each APA and the corresponding sale of Purchased Assets is in the best interests of the Debtors, their estates and creditors. A copy of each APA together with

its exhibits was admitted into evidence at the hearing, and each APA is incorporated herein by reference as if fully set forth in the body of this Order.

P. The consideration to be paid pursuant to the terms of each APA constitutes adequate and fair value for the Purchased Assets described in the corresponding APA.

Q. The Debtor may sell the Purchased Assets free and clear of any and all liens, security interests or encumbrances (except for liens, security interests and encumbrances permitted or required in an APA to remain attached to the applicable Purchased Assets) because either (1) applicable non-bankruptcy law permits such a sale free and clear; (2) the applicable creditors consented to the sale; (3) the aggregate value to be received in consideration of the sale of the Purchased Assets and assumption, if any, of liabilities by the Purchaser exceed the value of the liens upon and security interests in the Purchased Assets; (4) such security interests or liens are the subject of a bona fide dispute; or (5) applicable creditors could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such security interests or liens.

R. The decision to assume and assign the executory contracts and unexpired leases identified in the respective APAs is based on the reasonable exercise of the Debtors' business judgment and is in the best interests of the Debtors' estates.

S. Based on the Bid Procedures Order and the Cash Collateral Order (as defined below), which, among other things, require that the proceeds from the Sale be provisionally remitted to General Electric Capital Corporation and Antares Capital Corporation (together, the "Secured Lenders") for application to the Debtors' Pre-Petition Indebtedness (as defined in the Cash Collateral Order), the Secured Lenders have not objected to the various APAs, and the Secured Lenders' failure to object does not constitute and shall not be deemed to constitute an

agreement or consent to any surcharge against any of their collateral pursuant to Section 506(c) of the Bankruptcy Code or otherwise.

T. In compliance with § 365(f)(2)(B), each Purchaser has demonstrated adequate assurance of future performance with respect to the executory contracts and unexpired leases, if any, to be assumed and assigned as set forth in its APA.

U. Each Purchaser represented to the Debtors that it had available all necessary cash and other financial resources required to consummate the transactions contemplated in its APA.

V. The transactions contemplated by each APA are undertaken by the Debtors and the respective Purchaser at arm's length and in good faith within the meaning of §§ 363(m) and 364(e). Each Purchaser is a good faith purchaser under § 363(m) in connection with the sale of the Purchased Assets and the transactions contemplated and authorized by this Order, and shall be entitled to the protections afforded to a good faith purchaser thereunder.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

1. The findings set forth above and conclusions of law stated herein shall constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this matter pursuant to Bankruptcy Rule 9014. To the extent any finding of fact later shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law later shall be determined to be a finding of fact, it shall be so deemed.

2. The proposed Sale, as modified by the provisions of this Order, is approved.

3. The terms of each APA constitute the highest or otherwise best offer for the purchase and sale of the Purchased Assets described therein.

4. Each APA is approved in all respects, and the sale of the Purchased Assets and the assumption, if any, of liabilities pursuant to the terms of the respective APAs are hereby authorized under § 363(b) and 365.

5. The Debtors are authorized and empowered to execute, deliver and perform the APAs and all other agreements and documents contemplated by the APAs, and to sell all of their respective rights, title and interests in and to the Purchased Assets to the respective Purchaser in accordance with the terms and provisions of the APAs.

6. The Debtors are further authorized and empowered, pursuant to § 365, to assume and assign the executory contracts and unexpired leases identified in each APA to the applicable Purchaser on the terms and subject to the conditions set forth in such APA, with such modifications or amendments as may be agreed to by the parties.

7. Payment of the cure amounts identified in the Debtors' *Notice of (i) Sale Hearing, (ii) Proposed Executory Contracts and Unexpired Leases Assumption, and (iii) Proposed Cure Amounts*, filed July 25, 2006 (as amended), shall be deemed adequate for all purposes to cure the defaults, if any, associated with the corresponding executory contract or unexpired lease in compliance with § 365(b)(1).

8. Each Purchaser has provided adequate assurance of its future performance under those executory contracts and unexpired leases, if any, to be assumed and assigned to such Purchaser pursuant to its corresponding APA, and the proposed assumption and assignment of such executory contracts and unexpired leases satisfies the requirements of the Bankruptcy Code including, among other things, §§ 365(b)(1) and (3) and 365(f) to the extent applicable.

9. The Debtors are authorized to assign and transfer to the Purchasers all of the Debtors' rights, title, and interest (including common-law rights) to all intangible property identified for sale, assignment, or transfer under the respective APAs.

10. Pursuant to § 105(a), 363(f) and 365, the sale of the Purchased Assets pursuant to the APAs shall be free and clear of all mortgages, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances or charges of any kind or nature (collectively, but excluding all Permitted Liens (as defined in each APA) and any other liens, security interests and encumbrances permitted or required in an APA to remain attached to the applicable Purchased Assets, the "Liens"), with all such Liens to attach to the proceeds of the sale of the corresponding Purchased Assets in the order of their priority, and with the same validity, priority, force and effect which they now have as against the Purchased Assets; *provided, however*, that nothing contained herein shall be deemed to be an acknowledgement or consent by the Debtors or the Committee as to the amount, priority or allowance of any Claim or the validity, force and effect, or immunity from avoidance, of any Lien, except to the extent such matters have been previously stipulated to by the Debtors or the Committee or otherwise ordered by the Court.

11. In the event at any time after the Closing of any APA, (i) either Secured Lender receives any Purchased Assets (as defined in such APA) or proceeds thereof belonging to the applicable Purchaser (such Purchased Assets or proceeds, collectively, the "Specified Purchased Asset Proceeds"), and (ii) the Debtors or the Purchaser has provided to the applicable Secured Lender (x) a written notice advising such Secured Lender as to its receipt of the Specified Purchased Assets Proceeds, and (y) supporting documentation reasonably demonstrating the

Secured Lender's receipt of such Specified Purchased Asset Proceeds and the amount of same, then the applicable Secured Lender shall promptly remit funds equal to such Specified Purchased Asset Proceeds (a "Turnover Payment") to the Debtors, and the Debtors, promptly upon receipt of same from the Secured Lender, shall promptly remit such Turnover Payment to the Purchaser. Upon the applicable Purchaser's receipt of a Turnover Payment, neither the Debtors nor the Secured Lenders shall have any further liability to the Purchaser or any other person or entity with respect to any of the Specified Purchased Asset Proceeds that gave rise to such Turnover Payment.

12. To the extent any taxing authority that filed an objection to the proposed Sale alleges any of the Purchased Assets to be subject to an existing or inchoate lien that secures any pre-petition or post-petition ad valorem taxes ("Alleged Secured Tax Claims"), the Debtors shall set aside a portion of the Sale proceeds attributable to such Purchased Assets equal to the amount of such taxing authority's Alleged Secured Tax Claims, and shall retain, and not disburse, such funds except pursuant to further order of the Court. Each Purchaser shall be responsible for paying any ad valorem taxes attributable to the ownership of the applicable Purchased Assets after the Closing of the applicable APA.

13. All persons or entities holding Liens with respect to the Purchased Assets shall be, and they hereby are, forever barred from asserting such Liens against the Purchaser of such Purchased Assets, its successors and assigns or against such Purchased Assets.

14. Nothing contained in this Order shall impair the existence, validity or priority of any reclamation claim of any creditor against any Debtor or any proceeds of the Sale.

15. The Debtors are authorized and empowered to execute and deliver such documents, take or perform such acts, and do such other things as may be necessary to effectuate the terms of the respective APAs, all transactions described therein and this Order.

16. This Order is and shall be binding upon all filing agents, filing officers, public and private registrars of URL's, domain names and trademarks, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments related to the Purchased Assets.

17. The failure specifically to include any particular provisions of any APA in this Order shall not diminish or impair the efficacy of such provisions, it being the intent of the Court that each APA be authorized and approved in its entirety, save and except as modified by the provisions of this Order.

18. To the extent there is a conflict between the provisions of any APA and this Order, the provisions of this Order shall be controlling.

19. No Purchaser is a successor-in-interest to the Debtors.

20. Nothing in this Order shall amend or otherwise modify any of the provisions of the *Stipulation And Agreed Interim Order Authorizing Limited Use Of Cash Collateral And Granting Adequate Protection* entered by the Court on July 20, 2006 (the "Cash Collateral Order"), all of which shall remain in full force and effect.

21. The Sale of the Purchased Assets to the Purchasers under the APAs will constitute transfers for reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of all applicable jurisdictions, including, without limitation, the laws of Texas.

22. Each Purchaser is hereby granted all of the protections provided to a good-faith purchaser under § 363(m) and a good-faith creditor under § 364(e).

23. This Order is binding upon and enforceable against the Purchasers, the Debtors and any successors to the Debtors, including any chapter 7 or chapter 11 trustee.

24. This Court retains jurisdiction to resolve any and all matters or disputes arising under or related to any of the APAs, the Sale, the Purchased Assets, the assumption of the liabilities under the terms of respective APAs, this Order and the implementation of this Order.

25. The Debtors and each Purchaser are authorized and directed to perform all of their respective obligations under the corresponding APA.

26. This Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing, and the automatic stay of orders (i) authorizing the sale, use, or lease of property of the estate, as set forth in Bankruptcy Rule 6004(g) and (ii) authorizing the assignment of an executory contract or unexpired lease, as set forth in Bankruptcy Rule 6006(d), shall not apply to this Order.

End of Order

ASSET PURCHASE AGREEMENT

Dated as of August 1, 2006

By and Between

GLOBAL DOCUGRAPHIX, INC.

("SELLER")

and

**AMERICAN BUSINESS FORMS, INC.
(D/B/A AMERICAN SOLUTIONS FOR BUSINESS)**

("PURCHASER")

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SCHEDULES

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Summary of Assets to be Purchased and Exhibits

Exhibits 1-9

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of August 1, 2006, by and between Global DocuGraphix, Inc., a Texas company ("Seller") and American Business Forms, Inc. (d/b/a American Solutions for Business), a Minnesota corporation ("Purchaser").

WITNESSETH:

WHEREAS, Seller and its affiliates are engaged in the business of providing a diverse array of products and services to businesses, including printing services, promotional products, office products, scanning, document management solutions and e-commerce infrastructures for enabling inventory management, custom printing and specialty product ordering (such business, the "Business");

WHEREAS, on July 18, 2006, Seller filed a voluntary petition (the "Bankruptcy Petition") initiating a chapter 11 bankruptcy case (the "Chapter 11 Case") in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court");

WHEREAS, on July 20, 2006, the Bankruptcy Court entered an *Order A) Approving Sale Procedures In Connection With Sale Of Certain Or All Of The Debtors' Assets, Free And Clear Of All Liens, Claims And Encumbrances Including The Stock And/Or Assets Of The Non-Debtor Subsidiaries; (B) Scheduling An Auction And Hearing To Consider Approval Of The Sale; (C) Approving Notice Of Respective Dates, Times And Places For Auction And For Hearing On Approval Of (i) Sale and (ii) Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases; (D) Approving Form Of Notice; and (E) Granting Related Relief* (the "Sale Procedures Order") authorizing, *inter alia*, the Seller to solicit bids for all or a portion of the assets of its Business conduct on auction if required and proceed with a hearing before the Bankruptcy Court on August 1, 2006 (the "Sale Hearing") to approve the sale; and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase and acquire from Seller, pursuant to a sale in accordance with § 363 of title 11 of the United States Code (the "Bankruptcy Code") at the Sale Hearing, upon the terms and subject to the conditions set forth in this Agreement, all of Seller's assets, property, rights and interests relating to the Business (other than the Retained Assets (defined below)), in consideration of certain payments by the Purchaser and the assumption by Purchaser of certain Liabilities (defined below) and obligations of Seller specifically described in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and representations and upon the terms and subject to the conditions set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 **Defined Terms**. When used in this Agreement, the following terms shall have the respective meanings specified below.

"Affiliate" shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with, such Person; **provided**, that, for the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; and **provided, further**, that an Affiliate of any Person shall also include (i) any Person that directly or indirectly owns more than five percent (5%) of any class of capital stock or other equity interest of such Person, (ii) any officer, director, trustee or beneficiary of such Person, (iii) any spouse, parent, sibling or descendant of any Person described in clauses (i) or (ii) above, and (iv) any trust for the benefit of any Person described in clauses (i) through (iii) above or for any spouse, issue or lineal descendant of any Person described in clauses (i) through (iii) above. Notwithstanding the foregoing, none of the Lenders shall be deemed to be an Affiliate of the Seller.

"Assumed Contracts" shall mean all contracts related to the Business that are set forth on Schedule 2.1, and all rights and obligations to make or receive payment for products sold or services rendered thereunder, all rights and obligations to deliver or receive goods and services pursuant thereto, and all rights to assert or defend Claims and take other rightful actions in respect of breaches, defaults and other violations thereof; *provided, however*, that Purchase may modify Schedule 2.1 at any time prior to the Closing by deleting any contract therefrom, which modification shall be in writing and delivered to the Seller at or prior to the Closing.

"Books and Records" shall mean all books, records, manuals and other materials (in any form or medium and wherever held), including all records and materials held by Seller, advertising matter, catalogues, price lists, correspondence, mailing lists, lists of customers and suppliers (and all data related thereto), distribution and other mailing lists, photographs, production data, all studies and research, sales and promotional materials and records, purchasing materials and records, personnel records, manufacturing and quality control records and procedures, blueprints, research and development files, data and laboratory books, Intellectual Property disclosures and tangible embodiments of Intellectual Property, media materials and plates, accounting records, sales order files and litigation files related to the Business or the Purchased Assets. Notwithstanding the foregoing, the term "Books and Records" shall exclude the Excluded Books and Records.

"Business Day" shall mean any day, other than a Saturday, Sunday or a day on which banks located in New York, New York shall be authorized or required by Law to close.

"Claim" shall mean any claim, counterclaim, lawsuit, demand, suit, cause of action, inquiry made, hearing, investigation, notice of violation, litigation, proceeding, arbitration or other dispute, whether civil, criminal, administrative or otherwise.

"Cure Amounts" means all liabilities, claims, obligations, and commitments for all cure, compensation and reinstatement costs or expenses of or relating to the assumption and assignment of the Assumed Contracts under § 365 of the Bankruptcy Code, but in each case only to the extent that the same are required to be paid in order to assign the Assumed Contracts to Purchaser (and for Purchaser to assume such Assumed Contracts from and after Closing in accordance with this Agreement) pursuant to § 365 of the Bankruptcy Code.

"Employee Benefit Plan" shall mean any employee benefit plan (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended) or material fringe benefit plan maintained or contributed to or required to be contributed to by Seller or any of its Affiliates, with respect to any present or former employee of the Business.

"Excluded Books and Records" shall mean the minute books and other organizational records, financial statements, books of account and tax returns of Seller.

"Governmental or Regulatory Authority" shall mean any instrumentality, subdivision, court, administrative agency, commission, official or other authority of the United States or any other country, or any state, province, prefect, municipality, locality or other government or political subdivision thereof, or any quasi-governmental or private body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority.

"Intellectual Property" shall mean any of the following: (1) U.S. and non-U.S. patents, and applications for either; (2) U.S. and non-U.S. registered and unregistered trademarks, service marks and other indicia of origin, pending trademark and service mark registration applications, and intent-to-use registrations or similar reservations of marks; (3) registered and unregistered copyrights and mask works, and applications for registration of either; (4) internet domain names, applications and reservations therefore, uniform resource locators and the corresponding Internet sites; and (5) trade secrets and proprietary information not otherwise listed in (1) through (4) above, including unpatented inventions, invention disclosures, moral and economic rights of authors and inventors (however denominated), confidential information, technical data, customer lists, corporate and business names, trade names, trade dress, brand names, know-how, show-how, mask works, formulae, methods (whether or not patentable), designs, processes, procedures, technology, source codes, object codes, computer software programs, databases, data collections and other proprietary information or material of any type, and all derivatives, improvements and refinements thereof, howsoever recorded, or unrecorded.

"Law" shall mean any statute, law, ordinance, rule or regulation of any Governmental or Regulatory Authority.

"Lenders" shall mean, together, General Electric Capital Corporation and Antares Capital Corporation, whether as lenders to the Seller or any Affiliate thereof or as agent for any such lender, and their respective successors and assigns.

"Liability" shall mean any debt, liability, obligation, Claim, Lien, commitment, demand or expense of any nature or kind, whether known or unknown, asserted or unasserted, accrued or unaccrued, absolute, contingent or otherwise and whether due or to become due.

"Liens" shall mean liens, security interests, options, rights of first refusal, Claims, easements, mortgages, charges, indentures, deeds of trust, rights of way, restrictions on the use of real property, encroachments, licenses to third parties, leases to third parties, security agreements, or any other encumbrances and other restrictions or limitations on use of real or personal property or irregularities in title thereto.

"Order" shall mean any judgment, order, injunction, decree, writ, permit or license of any Governmental or Regulatory Authority or any arbitrator.

"Permitted Liens" shall mean (i) Liens for current taxes, assessments or governmental charges or levies not yet due and payable, (ii) Liens on any Purchased Assets that are the subject of operating or capital leases, (iii) possessory or mechanics Liens of any Person, and (iv) Liens securing any Assumed Liabilities.

"Person" shall mean and include an individual, a partnership, a joint venture, a corporation, a limited liability company, a limited liability partnership, a trust, an incorporated organization and a Governmental or Regulatory Authority.

"Subsidiary" shall mean, with respect to any Person, (i) any corporation more than 50% of whose stock of any class or classes having by the terms thereof ordinary voting power to elect a majority of the directors of such corporation (irrespective of whether or not at the time stock of any class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is owned by such Person directly or indirectly through one or more Subsidiaries of such Person and (ii) any partnership, association, joint venture or other entity in which such Person directly or indirectly through one or more Subsidiaries of such Person has more than a 50% equity interest.

Section 1.2 **Construction.** In this Agreement, unless the context otherwise requires:

- (a) any reference in this Agreement to "writing" or comparable expressions includes a reference to facsimile transmission or comparable means of communication;
- (b) words expressed in the singular number shall include the plural and vice versa, words expressed in the masculine shall include the feminine and neuter gender and vice versa;
- (c) references to Articles, Sections, Exhibits, Schedules and Recitals are references to articles, sections, exhibits, schedules and recitals of this Agreement;

(d) reference to "day" or "days" are to calendar days;

(e) this "Agreement" or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document as the same may have been, or may from time to time be, amended, varied, notated or supplemented; and

(f) "include," "includes" and "including" are deemed to be followed by "without limitation," whether or not they are in fact followed by such words or words of similar import.

Section 1.3 Schedules and Exhibits. The Schedules and Exhibits to this Agreement are incorporated into and form an integral part of this Agreement. If an Exhibit is a form of agreement, such agreement, when executed and delivered by the parties thereto, shall constitute a document independent of this Agreement.

Section 1.4 Knowledge. Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of Seller, Seller confirms that it has made due and diligent inquiry as to the matters that are the subject of such representation and warranty.

ARTICLE 2

PURCHASE AND SALE OF ASSETS

Section 2.1 Sale of Assets. Upon the terms and subject to the conditions of this Agreement, Purchaser agrees to purchase, assume and accept from Seller, and Seller agrees to sell, convey, transfer, assign and deliver to Purchaser as a good faith purchaser for value within the meaning of § 363(m) of the Bankruptcy Code, on the Closing Date, all of Seller's right, title and interest in and to the assets indicated below (the "**Purchased Assets**"), free and clear of all Liens of any nature whatsoever (other than Permitted Liens) as contemplated by § 363(f) of the Bankruptcy Code:

(a) See attached Summary of Assets to be Purchased and Exhibits, and Exhibits 1 through 8;

(b) The following customer specific internet landing sites/URLs:

- (i) <http://www.adssupplies.com>
- (ii) <http://www.allsalvationarmy.com>
- (iii) <http://www.americancontractorsupplies.com>
- (iv) <http://www.bresnanprint.com>
- (v) <http://www.cdcisupplies.com>
- (vi) <http://www.cityofsrprint.com>
- (vii) <http://www.comcastprint.com>
- (viii) <http://www.dasisupplies.com>
- (ix) <http://www.explorerssoftwaresupplies.com>
- (x) <http://www.firstresortsupplies.com>

- (xi) <http://www.formprintdesign.com>
- (xii) <http://www.franchisesupport.net>
- (xiii) <http://www.gdxptm.com>
- (xiv) <http://www.gdxptm.net>
- (xv) <http://www.gdxrockymountain.com>
- (xvi) <http://www.gdxshelbybuyersgroup.com>
- (xvii) <http://www.guidedogstore.com>
- (xviii) <http://www.guidedogstorepromo.com>
- (xix) <http://www.haywardsupplies.com>
- (xx) <http://www.ivomaxsupplies.com>
- (xxi) <http://www.issupplies.com>
- (xxii) <http://www.idedwardssupplies.com>
- (xxiii) <http://www.lshscsupplies.com>
- (xxiv) <http://www.misallsource.com>
- (xxv) <http://www.optimumsupplies.com>
- (xxvi) <http://www.print-2-mail.com>
- (xxvii) <http://www.print-to-mail.com>
- (xxviii) <http://www.ptmdocumentsystems.com>
- (xxix) <http://www.ptmdocumentsystems.net>
- (xxx) <http://www.redcrosspromos.com>
- (xxxi) <http://www.rentalserviceprint.com>
- (xxxii) <http://www.shafersallsource.com>
- (xxxiii) <http://www.shelbysystemssupplies.com>
- (xxxiv) <http://www.springermillersupplies.com>
- (xxxv) <http://www.sscsallsource.com>; and

(c) Within ten (10) days after the Closing, Purchaser shall provide Seller with Exhibit 9, which shall list any additional Assumed Contracts that relate exclusively to the Purchased Assets and are not identified on Exhibits 1-8. Upon receipt of Exhibit 9 from Purchaser, Seller shall promptly move the Bankruptcy Court for expedited consideration of a motion to assume and assign the Assumed Contracts listed on Exhibit 9 to Purchaser. Subject to Bankruptcy Court approval of the assumption and assignment of same to Purchaser, the Assumed Contracts identified on such Exhibit 9 shall be deemed to be Purchased Assets for all purposes under this Agreement.

Section 2.2 Retained Assets. Notwithstanding the foregoing and irrespective of any relationship to the Business, the Purchased Assets shall not include the following assets of Seller (the "**Retained Assets**"):

(a) all cash on hand, security deposits held by third parties other than security deposits held under Assumed Contracts, cash collateral securing any letters of credit, all restricted cash, and all cash in financial institutions, cash equivalents, and marketable securities and bonds, in each of the foregoing as determined in accordance with GAAP;

(b) all Claims for refunds and/or credits for income taxes or for prepaid income taxes;

(c) all suits, Claims, choses in action, causes of action, judgments, damages, rights to payment, litigation rights of any kind or nature whatsoever (whether arising in contract, tort or otherwise), or any equitable remedy for breach of performance if such breach gives rise to a right to payment against any Affiliate of the Seller, or any interest in any of the foregoing;

(d) all Claims against any officer, director, employee, or agent of any Seller, other than any such person who is employed by Purchaser or any subsidiary of Purchaser immediately after the Closing Date, or any interest in any of the foregoing;

(e) all contracts other than Assumed Contracts (collectively, the "Excluded Contracts");

(f) Seller's rights under any or all of this Agreement, any other agreement, instrument or document executed in connection herewith, the Approval Order, and the Procedures Order;

(g) any Claims arising out of the Retained Assets;

(h) Excluded Books and Records and any retained copies of any record or document included in the Purchased Assets;

(i) insurance proceeds, Claims and causes of action with respect to or arising in connection with (A) any contract which is not assumed by Purchaser at the Closing, or (B) any item of tangible or intangible property not acquired by Purchaser at the Closing;

(j) all preference or avoidance claims and actions of the Seller, including, without limitation, any such preference and avoidance claims and actions arising under or brought pursuant to §§ 544, 547, 548, 549, and 550 of the Bankruptcy Code, but ("Avoidance Actions");

(k) all depository and other accounts of Seller; and

(l) any Employee Benefit Plan and any assets thereof.

Section 2.3 Assumption of Liabilities. At the Closing, Purchaser shall assume and be liable for, and shall pay, perform or, as the case may be, discharge when due, only those Liabilities of Seller (collectively, the "Assumed Liabilities") set forth below, all as contemplated by § 363(f) of the Bankruptcy Code:

(a) all Liabilities arising out of, or in respect of, the Purchased Assets and incurred after the Closing;

(b) all payment and performance obligations under the Assumed Contracts (whether arising prior to, on or after the Closing), to the extent such Assumed Contracts are listed on Exhibits 1 through 8, including all Cure Amounts;

(c) accrued gross payroll obligations for any payroll period during which the Closing occurs, which payroll period shall begin no earlier than (i) July 21, 2006 in the case of hourly employees; (ii) July 28, 2006 in the case of salaried employees; and (iii) July 19, 2006 in the case of commissioned employees to the extent of commissions earned on sales occurring on or after such date (such expenses, the "Pre-Closing Payroll Expenses"); and

(d) all indebtedness for loans secured by vehicles which constitute part of the Purchased Assets.

Assumed Liabilities shall not, in any event, include any Retained Liabilities.

Section 2.4 Retention of Liabilities. Notwithstanding the foregoing, Seller shall retain, and shall be solely and exclusively liable for, all Liabilities of Seller and its Affiliates other than the Assumed Liabilities (the "Retained Liabilities"), including:

(a) any Taxes (i) imposed on the income, assets or operations of the Business and Purchased Assets for all Pre-Closing Periods (defined below) and (ii) of Seller;

(b) any Liabilities that are not Assumed Liabilities; and

(c) any costs or expenses incurred by Seller incident to its negotiation and preparation of this Agreement, and its performance and compliance with the agreements and conditions contained herein;

Section 2.5 Purchase Price. The purchase price for the Purchased Assets (the "Purchase Price") shall be Two Million Seven Hundred Thirty-Two Thousand Five Hundred Sixty-Four and 00/100 Dollars (\$2,732,564.00).

(a) In accordance with the procedures described in the Sale Procedures Order, the Purchaser has provided a deposit (the "Deposit") of \$190,922.20 in immediately available U.S. funds, which shall be credited towards the Purchase Price at Closing.

(b) The balance of the Purchase Price shall be paid by Purchaser to Seller at Closing by wire transfer or other immediately available funds.

(c) The Purchase Price shall be allocated, as applicable, among the following groups: (i) the capital stock of Document Imaging, Inc., (ii) the capital stock of TopForm Software, Inc. and (iii) the assets of the collective divisions included in the Purchased Assets as indicated in Section 2.1.

Section 2.6 Closing. The sale referred to in Section 2.1 (the "Closing") shall take place within two business days after the entry of an order by the Bankruptcy Court

approving the sale of the Purchased Assets (the "Closing Date"). The Closing shall occur at the offices of Gardere Wynne Sewell LLP, 1601 Elm Street, Suite 3000, Dallas, Texas 75201-4761.

Section 2.7 Payments to Lenders. Subject to approval by the Bankruptcy Court and to the provisions of the *Stipulation and Agreed Interim Order Authorizing Limited Use Of Cash Collateral And Granting Adequate Protection* entered by the Bankruptcy Court on July 20, 2006 (together with any final cash collateral order entered in the Chapter 11 Case, collectively, the "Cash Collateral Order"), any and all amounts payable to the Seller pursuant to this Agreement or any other agreement, instrument or document executed in connection herewith shall (notwithstanding that this Agreement or any of the above-referenced agreements, instruments or documents specifies such payment is to be made to Seller) be remitted directly to the Lenders and Seller hereby authorizes and directs Purchaser to remit any and all such payments directly to the Lenders. All such payments required to be remitted to the Lenders shall be made by wire transfer pursuant to the following wire instructions:

First National Bankers Bank
B/O of First Louisiana Bank,
Global Docugraphix USA Inc., Little Rock A/C 111105315

ARTICLE 3

REPRESENTATIONS OF SELLER

Section 3.1 Representations of Seller. Seller represents, warrants and agrees as follows:

(a) Authority and Enforceability. Seller has the corporate power and authority to execute and deliver this Agreement and the other instruments and agreements to be executed and delivered by Seller as contemplated hereby. Subject to approval by the Bankruptcy Court, Seller has the corporate power and authority to consummate the transactions contemplated hereby, including the sale, assignment, transfer and conveyance of the Purchased Assets pursuant to this Agreement. The execution, delivery and performance of this Agreement, and all other instruments and agreements to be executed and delivered by Seller as contemplated hereby, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by Seller's Board of Directors and no other corporate action on the part of Seller is necessary to authorize the execution, delivery and performance of this Agreement and such other instruments and agreements by Seller, and the consummation of the transactions contemplated hereby and thereby. This Agreement and all other instruments and agreements to be executed and delivered by Seller as contemplated hereby, when delivered in accordance with the terms hereof, assuming the due execution and delivery of this Agreement and each such other document by the other parties hereto and thereto, have been, or, as the case may be, shall have been, duly executed and delivered by Seller and are or, as the case may be, will be valid and binding obligations of Seller, enforceable in accordance with their terms upon the entry by the Bankruptcy Court of an order approving this Agreement and the transactions contemplated hereby, which order shall be

in a form and substance reasonably acceptable to Purchaser but shall not be required to be final and nonappealable (the "Approval Order").

ARTICLE 4 REPRESENTATIONS OF THE PURCHASER

Section 4.1 Representations of the Purchaser. Purchaser represents, warrants and agrees as follows:

(a) Existence and Good Standing of Purchaser. Power and Authority. Purchaser is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Minnesota. Purchaser has full power and authority to execute and deliver this Agreement and the other instruments and agreements to be executed and delivered by it as contemplated hereby. Purchaser has full power and authority to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement, and all other instruments and agreements to be executed and delivered by Purchaser as contemplated hereby, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by Purchaser's Board of Directors and no other company actions on the part of Purchaser are necessary to authorize the execution, delivery and performance of this Agreement and such other instruments and agreements by it and the consummation of the transactions contemplated hereby and thereby. This Agreement and all other instruments and agreements to be executed and delivered by Purchaser as contemplated hereby, when delivered in accordance with the terms hereof, assuming the due execution and delivery of this Agreement and each such other document by the other parties hereto and thereto, shall have been duly executed and delivered by Purchaser and shall be valid and binding obligations of Purchaser, enforceable against it in accordance with their terms, except to the extent that their enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the enforcement of creditors' rights generally and to general equitable principles.

(b) Financing. Purchaser has, or will have at the Closing, available the required cash or financing to pay the Purchase Price at Closing and to otherwise perform all of Purchaser's obligations pursuant to this Agreement.

ARTICLE 5 CONDITIONS TO THE PURCHASER'S OBLIGATIONS

The purchase of the Purchased Assets by Purchaser on the Closing Date is conditioned on the satisfaction by the Purchaser, at or prior to the Closing, of the following conditions:

Section 5.1 Bankruptcy Matters. The Bankruptcy Court shall have entered an Approval Order approving the sale of the Purchased Assets to Purchaser, and such Approval Order shall not have been stayed, reversed or modified in a manner materially adverse to the Purchaser without its consent. The Bankruptcy Court shall have entered an order (which may be

Approval Order) approving the assumption and assignment of the Assumed Contracts identified on Schedule 2.1 attached hereto.

Section 5.2 Bill of Sale. Seller shall have executed a bill of sale and such other instruments of assignment and transfer as the Purchaser may request, in form and substance reasonably acceptable to the Purchaser, transferring Seller's interest in each of the Purchased Assets to Purchaser. Purchaser may, in its discretion, waive this condition precedent.

Section 5.3 Representations and Warranties. Each of the representations and warranties made by Seller in this Agreement and in any other agreement, instrument or document executed in connection herewith shall be true and correct in all material respects on and as of the date hereof (unless such representation or warranty is specifically given only as of a particular date in which case such representation or warranty will be considered only as of such particular date) and at and as of the Closing Date, provided, however, that, for purposes of determining the accuracy of such representations and warranties, such representations and warranties that are qualified by materiality shall be true and correct in all respects at and as of the Closing Date.

Section 5.4 Covenants. Seller shall have complied with and performed in all material respects all of the agreements and covenants required by this Agreement and each other agreement, instrument or document executed in connection herewith to be performed or complied with by it on or prior to the Closing; provided, however, that for purposes of determining Seller's compliance with such agreements and covenants, such agreements and covenants that are qualified by materiality shall have been complied with in all respects on or prior to Closing.

ARTICLE 6 CONDITIONS TO SELLER'S OBLIGATIONS

The sale of the Purchased Assets by Seller on the Closing Date is conditioned on the satisfaction, at or prior to the Closing, of the following conditions:

Section 6.1 Bankruptcy Matters. The Bankruptcy Court shall have entered an Approval Order approving the sale of the Purchased Assets to Purchaser, and such Approval Order shall not have been stayed, reversed or modified in a manner materially adverse to the Purchaser without its consent. The Bankruptcy Court shall have entered an order (which may be Approval Order) approving the assumption and assignment of the Assumed Contracts identified on Schedule 2.1 attached hereto.

Section 6.2 Representations and Warranties. Each of the representations and warranties made by Purchaser in this Agreement and in any other agreement, instrument or document executed in connection herewith shall be true and correct in all material respects on and as of the date hereof (unless such representation or warranty is specifically given only as of a particular date in which case such representation or warranty will be considered only as of such particular date) and at and as of the Closing Date, provided, however, that, for purposes of determining the accuracy of such representations and warranties, such representations and

warranties that are qualified by materiality shall be true and correct in all respects at and as of the Closing Date.

Section 6.3 Covenants. Purchaser shall have complied with and performed in all material respects all of the agreements and covenants required by this Agreement and each other agreement, instrument or document executed in connection herewith to be performed or complied with by it on or prior to the Closing; provided, however, that for purposes of determining Purchaser's compliance with such agreements and covenants, such agreements and covenants that are qualified by materiality shall have been complied with in all respects on or prior to Closing.

ARTICLE 7 TERMINATION

Section 7.1 Termination. This Agreement may be terminated and the transactions contemplated hereunder may be abandoned at any time prior to the Closing as follows:

- (a) By mutual written consent of Purchaser, Seller and Lenders;
- (b) By Purchaser or Seller at any time on or after the Seller has commenced, or is required to commence, pursuant to the provisions of the Cash Collateral Order, the liquidation of any material portion of the Purchased Assets;
- (c) By Purchaser or Seller, if the Closing shall not have occurred on or before August 15, 2006 (the "End Date"); *provided, however*, that the right to terminate this Agreement under this Section 7.1 shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before the End Date;
- (d) By Purchaser or Seller, if any Governmental or Regulatory Authority shall have issued an order, decree or ruling or taken any other action permanently restraining, enjoining or otherwise prohibiting the transactions contemplated herein, and such order, decree, ruling or other action shall have become final and nonappealable; *provided, however*, that the right to terminate this Agreement under this Section 7.1(d) shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, such action or inaction;
- (e) By Seller, if Purchaser has breached in any material respect any of its representations, warranties, agreements or covenants under this Agreement and has failed to cure same on or before the earlier of the End Date or the third day after Seller's delivery to Purchaser of written notice of such breach;
- (f) By Purchaser, if Seller has breached in any material respect any of its representations, warranties, agreements or covenants under this Agreement and has failed to cure same on or before the earlier of the End Date or the third day after Purchaser's delivery to Seller of written notice of such breach;

(g) By Purchaser or Seller, on the earlier of (i) closing of a sale of any material portion of the Purchased Assets to an entity other than the Purchaser or any Affiliate thereof, or (ii) the End Date;

Section 7.2 Effect of Termination. If this Agreement is terminated pursuant to Section 7.1, this Agreement shall become void and of no effect with no Liability on the part of any party hereto or its Affiliates, directors, officers or stockholders, except as follows:

(a) the provisions of Article VII and Article VIII shall survive termination of this Agreement;

(b) in the event this Agreement is terminated by Seller pursuant to Section 7.1(e) hereof, then the Deposit, together with any interest paid thereon, shall be forfeited to, and retained irrevocably by, the Seller, subject to the Lenders' applicable Liens, and the Seller shall retain, and be entitled to exercise, the right to seek all appropriate additional damages from the Purchaser;

(c) in the event this Agreement is terminated for any reason other than pursuant to Section 7.1(e), then the Deposit, together with any interest paid thereon, shall be paid to the Purchaser, within three (3) days.

Section 7.3 Continued Effectiveness as Back-Up Bid. Notwithstanding anything to the contrary herein, Purchaser's bid (as the same may be enhanced in the Auction) shall remain in effect as a "back-up" bid until the earlier of (i) closing of a sale of any material portion of the Purchased Assets to a Person other than the Purchaser or any Affiliate thereof, or (ii) the End Date.

ARTICLE 8 MISCELLANEOUS

Section 8.1 Expenses. The parties hereto shall pay all of their own expenses relating to the transactions contemplated by this Agreement, including the fees and expenses of their respective counsel and financial advisers.

Section 8.2 Transfer Taxes. The Purchaser shall bear and pay the expense of all use, sales, transfer and other similar transaction taxes of any Governmental or Regulatory Authority, if any, which are imposed by reason of the sale, transfer and/or delivery of the Purchased Assets from Seller to Purchaser under this Agreement.

Section 8.3 No Survival of Representations and Warranties; No Indemnity. None of the representations and warranties and covenants and agreements of Seller and Purchaser in this Agreement and in the agreements, instruments and documents executed in connection herewith shall survive the Closing, except for covenants required to be performed after the Closing. Except as expressly set forth in Section 7.2, neither the Seller nor the Purchaser shall be obligated to indemnify or otherwise be subject to Liability to the other party (or the other party's officers, directors, employees, financial advisers, consultants, attorneys, agents and other representatives) for breach or alleged breach of any provision of this Agreement or any other agreement, instrument or document executed in connection herewith; provided,

however, that the parties hereto hereby agree that irreparable damage would occur in the event that any of the provisions of this Agreement or any other agreement, instrument or document executed in connection herewith were not performed in accordance with their specific terms or were otherwise breached, and accordingly, the parties hereby agree that each of them shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or any other agreement, instrument or document executed in connection herewith.

Section 8.4 Binding Effect of Sale Procedures Order. Purchaser hereby agrees to be bound by, and to comply with, the provisions of the Sale Procedures Order.

Section 8.5 Governing Law. Except to the extent the Bankruptcy Code is applicable, the interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the Laws of the State of Texas applicable to agreements executed and to be performed solely within such State.

Section 8.6 Jurisdiction: Agents for Service of Process. Any judicial proceeding brought against any of the parties to this Agreement on any dispute arising out of this Agreement or any matter related hereto may be brought in the Bankruptcy Court for the Northern District of Texas, Dallas Division, and, by execution and delivery of this Agreement, each of the parties to this Agreement accepts the exclusive jurisdiction of such court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each of Seller and the Purchaser agrees that service of any process, summons, notice or document by U.S. registered mail to such party's address set forth below shall be effective service of process for any action, suit or proceeding in such court with respect to any matters for which it has submitted to jurisdiction pursuant to this Section 8.6.

Section 8.7 Table of Contents: Captions. The table of contents and the Article and Section captions used herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

Section 8.8 Notices. Any notice or other communication required or permitted under this Agreement shall be deemed to have been duly given (i) one Business Day following deposit in the mails if sent by registered or certified mail, postage prepaid, (ii) when sent, if sent by facsimile transmission, if receipt thereof is confirmed by telephone, (iii) when delivered, if delivered personally to the intended recipient and (iv) one Business Day following deposit with a nationally recognized overnight courier service, in each case addressed as follows:

If to Seller:

Global DocuGraphix USA, Inc.
2901 North Dallas Parkway, Suite 370
Plano, TX 75093
Telephone: 972-543-3657
Facsimile: 972-543-3658
Attn: Alan Bratton

with a copies to:

Gardere Wynne Sewell LLP
1601 Elm Street, Suite 3000
Dallas, TX 75201-4761
Telephone: 214-999-3000
Facsimile: 214-999-4667
Attn: Richard M. Roberson

General Electric Capital Corporation
500 West Monroe Street
17th Floor
Chicago, IL 60661-3671
Telephone: 312-441-6754
Facsimile: 312-441-7236
Attn: Kathleen Bird
Attn: Ron Hoplamazian

-and-

Latham & Watkins
Sears Tower, Suite 5800
233 South Wacker Drive
Chicago, IL 60606
Telephone: (312) 876-7692
Facsimile: (312) 993-9767
Attn: Richard Levy

If to Purchaser:

American Solutions for Business
33 Minnesota Avenue
Glenwood, MN 56334
Telephone: (800) 862-3690
Facsimile: (320) 634-5054
Attn: Larry Zavadil

with a copy to:

Gregerson, Rosow, Johnson & Nilan, Ltd.
1600 Park Building
650 3rd Avenue South
Minneapolis, MN 55402
Telephone: (612) 338-0755
Facsimile: (612) 349-6718
Attn: Joseph A. Nilan

or such other address or number as shall be furnished in writing by any such party.

Section 8.9 Assignment; Parties in Interest. This Agreement may not be transferred, assigned, pledged or hypothecated by any party hereto without the express written consent of the other party, other than by operation of Law; provided, that so long as the Purchaser remains jointly and several liable for its obligations and liabilities hereunder, (i) the Purchaser may assign its rights, interests and obligations hereunder to any direct or indirect wholly owned Subsidiary or to any Affiliate of which the Purchaser is a direct or indirect wholly owned Subsidiary, and (ii) the Purchaser may grant its lenders a security interest in its rights under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and its respective heirs, executors, administrators, successors and permitted assigns.

Section 8.10 Counterparts. This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one instrument.

Section 8.11 Entire Agreement. This Agreement, including the other documents referred to herein which form a part hereof, contains the entire understanding of the parties hereto with respect to the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

Section 8.12 Amendments. This Agreement may not be changed, and any of the terms, covenants, representations, warranties and conditions cannot be waived, without the written agreement of Purchaser, Seller and Lenders, and in the case of any such changes or waivers that materially affect the estate of any Seller, the approval of the Bankruptcy Court.

Section 8.13 Severability. If any term, provision, agreement, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, agreements, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.

Section 8.14 Third Party Beneficiaries. Except as set forth below, each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the parties hereto. Notwithstanding the foregoing, (i) the Lenders shall be intended third party beneficiaries of the Purchaser's payment obligations pursuant to this Agreement, and (ii) the Lenders shall be intended third party beneficiaries of the Seller's rights, powers, privileges and remedies under any or all of this Agreement and the other agreements, instruments and documents executed in connection herewith and, to the extent provided in the Cash Collateral Order and the Loan Documents (as defined in the Cash Collateral Order), Lenders shall have a first priority Lien on the Seller's right, title and interest in and to this Agreement and the other agreements, instruments and documents executed in connection herewith; provided, however, that in the case of clause (ii), the Lenders may not exercise any

rights, powers, privileges or remedies of Seller unless the Seller has failed to do so within a reasonable period after Lenders' delivery to Seller and Purchaser of a written demand to exercise such rights, powers, privileges or remedies.

Section 8.15 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provision of this Agreement.

Section 8.16 No Liability of Lenders. Notwithstanding anything to the contrary in this Agreement, none of the Lenders (i) is making any representations or warranties to the Seller, Purchaser or any Affiliate of any of the foregoing in connection with this Agreement or any agreement, instrument or document executed in connection this Agreement, or the transactions contemplated herein or therein, (ii) shall be liable to any Person for any breach by any or all of the Seller, the Purchaser or its Affiliate or any of their respective representations, warranties, covenants or other agreements in connection with this Agreement or any agreement, instrument or document executed in connection with this Agreement or any of the transactions contemplated herein or therein, or (iii) shall have any obligations or liabilities under or in respect of any of this Agreement or any agreement, instrument or document executed in connection with this Agreement, the Purchased Assets or any of the transactions contemplated herein or therein.

Section 8.17 Mutual Covenant of Cooperation. Seller and Purchaser agree to use their respective reasonable efforts to cooperate in the exchange and provision of information as necessary to fulfill the terms of this Agreement. Following the Closing Date, Purchaser further agrees to provide ongoing access to and information from the Books and Records as necessary to enable Seller or its successors to fulfill its obligations in the Chapter 11 Case and to prosecute any litigation, administrative action, regulatory action or Avoidance Actions. Purchaser acknowledges that this is a material term of the Agreement and represents a continuing obligation on the part of the Purchaser through the entry of an order by the Bankruptcy Court closing the Bankruptcy Case.

Section 8.18 Certain Covenants of Seller. Effective as of the Closing Date, Seller shall not assign to or attempt to enforce against any Person (i) any written employment agreement or independent-contractor agreement, or (ii) any confidentiality or noncompetition or nonsolicitation restrictions with or from any employees employed in Divisions 15, 18, 25, 30, 31, 32, 36, 43, 44, 45, 51, 60, 62.

IN WITNESS WHEREOF, each of the Purchaser and Seller has caused its corporate name to be hereunto subscribed by its officer thereunto duly authorized, all as of the day and year first above written.

GLOBAL DOCUGRAPHIX, INC.

(Seller)

By: 

Name: ALAN L. BLINSTON

Title: PRESIDENT - CEO

AMERICAN BUSINESS FORMS, INC.
(D/B/A AMERICAN SOLUTIONS FOR
BUSINESS)

(Purchaser)

By: 

Name: Chad McLean

Title: Chief Operating Officer

TRADEMARK

REEL: 003473 FRAME: 0035

SUMMARY OF ASSETS TO BE PURCHASED AND EXHIBITS

The following Exhibits taken together, represent the bid of American Business Forms, Inc. (d/b/a American Solutions for Business) (hereinafter referred to as "American"). American understands that the inventory and accounts receivable will be adjusted to reflect all credits and debits as of 6:00 p.m. CDT on July 28, 2006, together with any cash proceeds of such assets received by Seller after 6:00 p.m. CDT on July 28, 2006 through the Closing. Unless otherwise stated, American is bidding on all of the assets of any type or nature, whether tangible or intangible, inventory, accounts receivable (less any accrued interest) in each of the identified Divisions, including but not limited to, all fixed assets, telephone and fax numbers, email addresses, furniture, fixtures and equipment, leases, customer contracts, customer files and contact information used solely in the operation of the Acquired Divisions, and all contracts listed on Exhibits 1-8 and to be listed on Exhibit 9 pursuant to Section 2.1(c) of the Agreement.

		<u>Inventory</u>	<u>A/R</u>	<u>Assets</u>	<u>Total</u>
Divisions 25 & 51	Logan	\$76,250	\$176,163	\$7,500	259,913
Division 45	Hilbert & DiGangi LESS: Maintenance and Service Contract	\$209,234 \$(125,714)	\$349,999	\$7,500	\$566,733 \$ (125,714)
Division 44	Edelen	\$18,703	\$127,543	\$2,500	\$148,746
Division 43, 60 & 62	McPeak Werle	\$64,029	\$645,366	\$2,500	\$711,895
Divisions 30, 32, 36	Meldrum	\$200,029	\$460,818	\$35,000	\$695,847
Brett Gunn		0	0	\$11,000	\$11,000
Division 18	Scoffin	\$46,063	\$169,816	\$1,000	\$216,879
Division 15 Tanner		0	\$230,265	0	\$230,265
Inventory over 270 days old and accounts receivable over 120 days old for all divisions listed.					\$17,000
Grand Totals		\$505,594	\$2,159,970	\$67,000	\$2,732,564

EXHIBIT 1

**Division 25 & 51
Tim Logan
Huntsville and Sylacauga, Alabama**

	<u>Value</u>	<u>% Offer</u>	<u>Total Offer</u>
Inventory (270 days or less)	\$95,312	80%	\$76,250
Accounts Receivable (120 days or less)	\$220,204	80%	\$176,163
Fixed Assets			\$7,500
Total Offer			\$259,913

Foot Notes

- 1. American will not assume any of the leases associated with these Divisions.**
- 2. Inventory amount does not include any obsolete items in the total of \$5,314 listed on the attached schedule.**

OBSOLETE INVENTORY FOR DIVISIONS 25 AND 51

July 26, 2005

XER3R2641	\$212.00
BRTPC201	\$51.24
CANBC10	\$13.59
DPR63HZ401	\$79.95
DPRCANE40	\$89.10
DPRHPC3906A	\$27.47
DPRHP51645	\$34.00
DPRHP92291	\$65.97
DYM30330	\$19.04

HEW51625A \$100.72

HEW51641A \$24.94

HEW92291A \$184.00

HEWC3906A \$47.21

HEWC4152A \$145.31

HEWC4811A \$28.12

HEWC4836AN \$82.26

HEWC4837AN \$27.42

HEWC4844A \$25.88

HEWC6614DN \$22.82

HEWC8767WN \$25.63

DMN12882	\$38.06
ISC4092A	\$34.00
ICM10020	\$114.90
LEX10N0016	\$24.48
LEX12A1980	\$31.92
LEX12A7362	\$347.95
NER77760	\$34.00
OKIS210380	\$43.12
RICYPH150	\$70.15
TURTN1350	\$61.01
TURTN2200	\$30.65

XER113R317 \$289.00

STR22427 \$35.00

WIL951524 \$85.30

MEA09910 \$1.17

PIL25105 \$69.84

PIL31004 \$67.20

SAN60151 \$6.72

SAN60152 \$6.72

SPR01077 \$16.88

UNV20831 \$143.52

UNV20951 \$4.60

UNV20981	\$7.60
WLJ36849NH	\$15.24
ZEB43130	\$363.48
WIL141207	\$50.50
WIL141504	\$1094.75
WIL146109	\$206.80
WIL951037	\$16.55
WIL951323	\$34.47
WIL120047	\$511.29
WIL141108	\$100.08

\$ 5314.12

EXHIBIT 2

Division 45
Glen Hilbert / Lorretta DiGangi
Santa Rosa, California

	<u>Value</u>	<u>% Offer</u>	<u>Total Offer</u>
Inventory (270 days or less)	\$261,543	80%	\$209,234
Accounts Receivable (120 days or less)	\$437,499	80%	\$349,999
Fixed Assets			\$7,500
Total Offer			<u>\$566,733</u>
Less: Prepaid Maintenance/Service Contracts for Print to Mail Warranty			<u>(\$125,714)</u>
			<u>\$441,020</u>

Foot Notes

1. Inventory excluded for Privatizer < 270 days = \$28,784.
Inventory Excluded for Scanning Services & Support Location # 246 = \$7,500
2. American will assume all rights to the Print to Mail name, logo and trademark; the PTM Document Systems name, and logo; and the name Print 2 Mail.
3. American will assume responsibility for the Prepaid Service/Maintenance Contracts for Print to Mail Warranty.
4. American will not assume office lease for Santa Rosa, CA.
5. American will assume office lease for Tustin, CA.
6. American will assume software license agreements with the following software providers and subject to their consent:
 - a. Mindgate for Check to Mail
 - b. Print Chef for SASI

EXHIBIT 3

**Division 44
Bill Edelen
Sacramento, California**

	<u>Value</u>	<u>% Offer</u>	<u>Total Offer</u>
Inventory (270 days or less)	\$23,378	80%	\$18,703
Accounts Receivable (120 days or less)	\$159,429	80%	\$127,543
Fixed Assets			\$2,500
Total Offer			\$148,746

Foot Notes

1. American does not want to assume any leases in this Division.
2. American's bid includes the assumption of the software license agreement with Computer Software Inc. (CSI) signed and dated by Bill Edelen on 12/14/92 for TopForm software. American assumes the obligation to obtain upgrades from CSI n/k/a TopForm Software, Inc.

EXHIBIT 4

**Division 43, 60 & 62
Raymond McPeak & Steve Werle
Santa Rosa, California**

	<u>Value</u>	<u>% Offer</u>	<u>Total Offer</u>
Inventory (270 days or less)	\$80,036	80%	\$64,029
Accounts Receivable (120 days or less)	\$806,707	80%	\$645,366
Fixed Assets			\$2,500
Total Offer			\$711,895

Foot Notes

1. **American will not assume any leases in these Divisions.**
2. **Fixed assets include the assumption of the following vehicle:**
 - a. **Ford 1FTDA34X2RZA61561**
3. **American assumes/requires an outgoing perpetual license of Incentrix, which is a service operationalized by TopForm Software and which license shall be used solely to service the business of Rental Services Corporation. Incentrix is also known as DocuCenter.**

EXHIBIT 5

Divisions 30, 31, 32, and 36
John Meldrum
Shreveport, Louisiana

	<u>Value</u>	<u>% Offer</u>	<u>Total Offer</u>
Inventory (270 days or less)	\$250,036	80%	\$200,029
Accounts Receivable (120 days or less)	\$576,022	80%	\$460,818
Fixed Assets			\$35,000
Total Offer			<u>\$695,846</u>

Foot Notes

1. American will not assume the warehouse lease in these Divisions.
2. GDX Inc. agrees to assign interest in bond for LSU to American.
3. American's bid includes the assumption of the software license agreement with Computer Software Inc. (CSI) signed and dated by Bill Edelen on 12/14/92 for TopForm software. American assumes the obligation to obtain upgrades from CSI n/k/a TopForm Software, Inc.
4. Fixed Assets include the assumption of only the following Vehicles with the following VIN numbers:
 - a. Chevy 1GCGG29U341154505 (subject to GMAC Note)
 - b. GMC 1GTHG39R3X1083541 – Seller to quitclaim interest
 - c. GMC 1GTHG35R3W1068528 – Seller to quitclaim interest
 - d. ISUZU 4GTJ7C1301J701058 – Seller to quitclaim interest
 - e. ISUZU JALC4B147X7003394 – Seller to quitclaim interest
5. Accounts Receivable do not include Shreveport Print from Division 31.

EXHIBIT 6

Brett Gunn

American offers \$11,000 on behalf of DistributorTek LLC dba for the following assets to transfer to DistributorTek LLC dba:

- 1. IBM P5 System and technical infrastructure that powers GDY USA's TopForm Software.**
- 2. Transfer of GDY USA's Software Seat License (up to 128 users).**
 - a. This includes all the currently installed TopForm modules that GDY USA has purchased.**
 - b. This includes the Providex operating system that is currently installed (version 5.x).**
 - c. This does not include the assignment of Electronic Forms, VSI*FAX, or Providex license agreements.**
- 3. American agrees to permit Brett Gunn (DistributorTek LLC dba) to offer his services to maintain data for the estate of Global DocuGraphix for a period of seven (7) years free of any charge to Seller. Any information that is needed to facilitate the affairs of Seller will be accessible by the Seller's bankruptcy estate. If the data is required to be maintained longer than this period, it can be addressed at the end of the proposed seven year period.**
- 4. American further agrees to allow DistributorTek LLC dba, to enter into a three year maintenance agreement with TopForm.**

EXHIBIT 7

**Division 18
Peter Scoffin
Aurora, CO**

	<u>Value</u>	<u>% Offer</u>	<u>Total Offer</u>
Inventory (270 days or less)	\$57,578.70	80%	\$46,063
Accounts Receivable (120 days or less)	\$212,270	80%	\$169,816
Fixed Assets			\$1,000
Total Offer			<u>\$216,879</u>

Foot Notes

- 1. American will not assume any leases for this Division.**
- 2. Excel Account # 18-5952000 in the amount of \$46,186.41 is excluded from the accounts receivable being purchased by American.**

EXHIBIT 8

**Division 15
Keith Tanner
Dallas, TX**

	Value	% Offer	Total Offer
Accounts Receivable (120 days or less)	\$287,832	80%	\$ 230,265

Foot Notes

1. **American is purchasing only that portion of Division 15 which involves Keith Tanner's accounts receivable.**