

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CE Software, Inc.		12/23/2003	CORPORATION: IOWA
RECEIVING PARTY DATA			
Name:	Jeff Baudin		
Street Address:	5331 Skylane Blvd.		
City:	Santa Rosa		
State/Country:	CALIFORNIA		
Postal Code:	95403		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2629605	QUICKMAIL	
CORRESPONDENCE DATA			
Fax Number:	(707)578-3133		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(707) 578-9333		
Email:	craig@northbay-iplaw.com		
Correspondent Name:	Craig M. Stainbrook		
Address Line 1:	412 Aviation Blvd., Ste. H		
Address Line 4:	Santa Rosa, CALIFORNIA 95403		
ATTORNEY DOCKET NUMBER:	00875.T5 10/9/08		
NAME OF SUBMITTER:	Craig M. Stainbrook		
Signature:	/Craig M. Stainbrook/		
Date:	10/09/2008		

OP \$40.00 2629605

Total Attachments: 11

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is dated December 24th, 2003, and is made and entered into by and between CE Software, Inc., an Iowa corporation ("Seller") and Baudin Industries, a California company, Jeff Baudin, proprietor ("Buyer").

WHEREAS, Buyer and Seller deem it in the best interests of both parties that certain assets currently owned by Seller or used in the conduct of its business be acquired by Buyer on the terms and conditions set forth herein, and

WHEREAS, Buyer does intend to further develop these certain assets to the mutual benefit of both Buyer and the users,

NOW, THEREFORE, in consideration of the premises and of the warranties, representations, covenants and agreements set forth in this Agreement, the parties hereto agree as follows:

1. Purchase and Sale of Assets

1.1 Agreement to Purchase and Sell

1.1.1 On the Closing Date, Buyer will purchase from Seller, and Seller will sell and assign to Buyer, certain of Seller's assets, as listed in Sections 1.1.1 (a) through 1.1.1 (c), below, and specifically including all of Seller's right, title and interest in the assets utilized in conducting its business of marketing and selling the following software programs: QuickMail Office (including QuickMail Pro) and QuickMail LAN, (collectively, the "Programs"). The versions of the Programs are specifically QuickMail Office server 3.0.2 for the Macintosh, QuickMail Pro (client software for both Macintosh and Windows), and QuickMail LAN 3.6. Such assets (herein collectively referred to as the "Assets") include:

(a) owned and licensed software and software documentation, including for the current versions, source code and binary libraries developed or acquired by Seller which are or have been used in the development of the Programs, and including all software development tools and reference/resource software libraries, to the extent currently in use or necessary to compile the current versions of the Programs. Seller will provide Buyer with (i) one copy of all source code to the programs and programmer notes, both in machine-readable form. This will include all development copies and work in process not yet incorporated into a released product, update or upgrade version; (ii) one printed copy of all source code to the programs if requested by Buyer within a reasonable time after the execution of this Agreement; (iii) one compiled (executable) version of the programs; (iv) a complete copy of a database for each of the Programs, including any feature request comments included therein, both in machine readable form, ("Bug Database"), completed to the best of Seller's knowledge and recollection; (v) complete machine readable copies, in format used, of all manuals and related user documentation;

(b) all catalogues, brochures, sales literature, promotional material and other selling material of Seller, including all rights to all dedicated packaging, manual designs, collateral material and artwork, both current and prior versions, including digital masters, all as may be available;

(c) all files and lists of past, present and qualified prospective customers of or which relate to the Programs (the "Customer Base") of Seller, in machine readable form, with certain rights retained by Seller as described in Section 6.6.4 below;

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(d) all dedicated inventory relating to the Programs, including inventories and supplies of components thereof and relating shipping supplies, and;

(e) all intangible assets and rights necessary and proper for the further development and marketing of the Programs, including but not limited to those mentioned hereafter.

All of the Assets will be delivered to Buyer at the Closing free and clear of all liens or encumbrances, except as specified on Schedule 1.1.1.

1.1.2 At the Closing, Seller shall execute and deliver to Buyer (i) a Bill of Sale in the form attached hereto as Exhibit A, under the terms of which Seller shall sell, grant, convey, assign, transfer and deliver the Assets to Buyer, and (ii) such other bills of sale, deeds, instruments of assignment and other appropriate documents as may be reasonably requested by Buyer in order to carry out the intentions and purposes of this Agreement.

1.2 Purchase Price. Upon the terms and subject to the conditions set forth in this Agreement, in reliance upon the representations, warranties, covenants and agreements of Seller contained herein, and in exchange for the sale, grant, conveyance, assignment, transfer and delivery of the Assets, Buyer agrees to pay the following (the "Purchase Price"):

REDACTED

1.3 Assumption of Liabilities; Payment of Liabilities.

(a) **Assumption of Liabilities.** Buyer will assume only such liabilities of Seller as are specified in Schedule 1.3 hereof (the "Assumed Liabilities"), constituting such contracts with customers, suppliers, distributors and OEM's as Buyer reasonably believes necessary for its continued development and exploitation of the Assets.

(b) **Payment of Liabilities.** Buyer at its option may directly pay, and deduct from the Purchase Price, certain current liabilities of Seller which are existing at Closing which Buyer deems necessary to insure continued good relations with suppliers and vendors.

1.4 Non-Assumption of Liabilities. Buyer is not assuming, and shall not be deemed to have assumed, any liabilities or obligations of Seller of any kind or nature whatsoever, except as expressly provided in Section 1.3 hereof. By way of illustration and not by way of limitation, Buyer is not assuming, and shall not be deemed to have assumed, any liability and shall not have any obligation for or with respect to any liability or obligation of Seller (i) under any employee benefit plan of Seller or for any items of compensation to employees or consultants to Seller earned before the Closing Date, (ii) in respect of (x) any sales, use or excise taxes, income taxes, taxes based on or measured by income or franchise taxes attributable to periods or events prior to or ending on the Closing Date or (y) any of the foregoing or any other taxes, legal, accounting, brokerage, finder's fee, or other expenses of whatsoever kind or nature incurred by Seller or any affiliate, Shareholder, director, employee or officer of Seller as a result of the consummation of the transactions contemplated by this Agreement, or (iii) arising out of any action, suit, or proceeding based upon an event occurring or a claim arising (x) prior to the Closing Date or (y) after the Closing Date in the case of claims in respect of products sold by Seller prior to the Closing Date and attributable to acts performed or omitted by Seller prior to the Closing Date.

1.5 Closing. The closing of the purchase and sale of the Assets (the "Closing") will be at the offices of Seller in West Des Moines, Iowa at 5:00 p.m. (Seller's close of business) on December 21, 2003 (the "Closing Date").

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2. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows as of execution of this Agreement and as of Closing:

2.1 Valid Organization, Good Standing and Qualification of Seller. Seller is a corporation duly organized and validly existing and in good standing under the laws of the State of Iowa. Seller is not in default under or in violation of any provision of its Articles of Incorporation or Bylaws and is in good standing in each jurisdiction in which it is qualified or licensed. Seller has all requisite corporate power and authority to carry on its business as now conducted. Seller has full corporate power and authority to enter into this Agreement and to carry out the provisions of this Agreement.

2.2 Subsidiaries. Seller does not have any subsidiaries and does not control, directly or indirectly, any other corporation, association or business organization.

2.3 Authorization. This Agreement, when executed and delivered, will be a valid and binding obligation of Seller, enforceable in accordance with its terms except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting enforcement of creditors' rights. The execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate actions of the Board of Directors of Seller. Neither the execution and delivery of this Agreement nor the sale and delivery of the Assets hereunder will (a) violate any provisions of the Articles of Incorporation or bylaws of Seller; (b) violate, conflict with or result in the breach or termination of, or constitute a default under the terms of, any agreement or instrument to which Seller is a party or by or to which Seller or any of the property or assets of Seller may be bound or subject; (c) result in the creation of any lien, charge or encumbrance upon the properties or assets of Seller pursuant to the terms of any such agreement or instrument; (d) violate any judgment, order, injunction, decree or award against, or binding upon, Seller or upon the securities, property or business of Seller or (e) constitute a violation of any applicable law or regulation of any applicable jurisdiction.

2.4 Assets and Liabilities; Bulk Sales Law Compliance. Seller has good and marketable title to the Assets. The Assets are not subject to mortgage, pledge, lien, conditional sales agreement, security title, encumbrance or other charge, except as has been disclosed in Schedule 1.1.1 to this Agreement. Seller has no liabilities which may encumber the Assets, except as has been disclosed in writing to Buyer, and except those incurred in the ordinary course of business, and no liabilities which would qualify the creditor for preferences under any applicable Bulk Sales law, or Seller has appropriately furnished Buyer with a list, Schedule 2.4 hereto, of such creditors. There is no known contingent liability which would give rise to any right of indemnification against Seller on the part of any director or officer of Seller.

2.5 Patents, Trademarks, etc. Seller owns or possesses the patents, trademarks, service marks, trade names, copyrights and licenses to the Programs except as listed in Schedule 2.5 hereto. Such patents, trademarks, service marks, trade names, copyrights and licenses to the Programs constitute, to the best of Seller's knowledge, all the patents, trademarks, service marks, trade names, copyrights and licenses to the Programs except as listed in Schedule 2.5. Seller has no knowledge of any conflict with the rights of others and to the best of its knowledge, Seller is not currently infringing any third-party patent, trademark, service mark, trade name, copyright or license, except as listed in Schedule 2.5.

2.6 Litigation, etc. Except as has been disclosed in Schedule 2.6, there is no suit, action, proceeding or investigation (or any basis therefor) affecting Seller or any of its respective properties or assets.

2.7 Tax Returns and Payments. All of the respective federal, state and local tax returns and reports of Seller required by law to be filed have been duly filed and properly reflect all taxes and

fees owing and amounts equal to all taxes and other fees which are shown as due thereon have been paid except for a disputed matter with one state amounting to less than REDACTED

2.8 Material Contracts; Corporate Records. All material transactions to date to which Seller is or has been a party or in which it is or has been otherwise involved, have been fairly reflected in its financial records and other appropriate corporate books and records and have been disclosed to Buyer wherever appropriate or applicable.

2.9 Special Marketing Arrangements. Except as detailed in Schedule 2.9, Seller does not have any existing bundling or special marketing arrangements that have resulted in advanced payments being received and performance obligations still remaining to the payor of such advances.

2.10 Development Efforts. Attached Schedule 2.10 describes the current status of Seller's development efforts on the Programs.

2.11 Warranty of Programs. Seller warrants that QuickMail substantially conforms to and operates as described in the Seller's user manual distributed with the Programs except for deficiencies noted in the Bug Database. Except as expressly set forth herein there are no other warranties including any implied warranty of merchantability or fitness for a specific purpose.

2.12 Warranty of Historical Data.

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2.13 Disclosure. To the best of Seller's knowledge, neither this Agreement nor any Exhibit or Schedule annexed hereto, or any certificate or other instrument referred to herein and furnished to Buyer by Seller, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein or herein, in the light of the circumstances under which they were made, not misleading. There is no fact known to Seller relating to the business, affairs, operations, condition or prospects of Seller which may materially adversely affect such business, affairs, operations, condition or prospects and which has not been disclosed to Buyer in writing by Seller.

3. Representations and Warranties of Buyer

Buyer represents that it has full authority to carry out the transactions contemplated by this Agreement without the consent of any other person, excepting the approval of its shareholders.

4. Conditions of Buyer's Obligations.

Buyer's obligations hereunder are subject to the accuracy of all representations and warranties by Seller contained herein or otherwise made in writing by or on behalf of Seller in connection with the transactions contemplated hereby and to the satisfaction at or prior to the Closing of the following further conditions:

4.1 Representations and Warranties. The representations and warranties contained in Section 2 or otherwise made in writing by or on behalf of Seller in connection with the transactions contemplated hereby shall be true and accurate as of the Closing Date, with the same effect as if such representations and warranties had been made on and as of such date.

4.2 Performance. Seller shall have performed and complied with all agreements and conditions contained herein required to be performed or complied with by it at or prior to the Closing Date.

4.3 **No Adverse Events.** Between the execution and delivery of this Agreement and the Closing Date, no events shall have occurred to materially adversely affect the condition, financial or otherwise, of Seller.

4.4 **Compliance Certificate.** Seller shall have delivered to Buyer a certificate, dated the Closing Date, of its President certifying that the conditions specified in Sections 4.1 to 4.3, inclusive, have been fulfilled. The form of such certificate is attached hereto as Exhibit B.

4.5 **Proceedings and Documents.** All corporate and other proceedings to be taken in connection with the transactions contemplated hereby and all certificates, opinions, instruments and other documents incident hereto shall be reasonably satisfactory in substance and form to Buyer and its counsel and Buyer and its counsel shall have received all such counterpart originals and certified and other copies of all certificates, opinions, instruments and other documents as Buyer or its counsel may reasonably request.

4.6 **Employment.** This Agreement is not contingent upon Buyer hiring any of Seller's employees. Buyer is free to make an offer to Seller's employee who is the current programmer/product manager at any time prior to Closing and up to six months following the Closing.

4.7 **Noncompete.** Certain employees of Seller set forth in Schedule 4.7 shall each have signed a noncompete agreement with Buyer on terms comparable to those contained in Section 6.5.

Section 5. Covenants of Seller.

5.1 **Adverse Change; Litigation.** Between the date hereof and the Closing Date, Seller will promptly advise Buyer: (i) of any event which represents a material adverse change in the business or condition, financial or otherwise, of Seller, (ii) of any development, financial or otherwise, which in management's judgment is likely to materially affect the business, properties or affairs of Seller, and (iii) of each suit or proceeding commenced or threatened against Seller which, if adversely determined, would result in such material adverse change. Seller will also promptly notify Buyer of any failure of performance of or compliance with any term or provision of this Agreement or any condition or event which constitutes, or which with notice or lapse of time would constitute, a default in Seller's performance hereunder.

5.2 **No Shop Clause; Ordinary Course.** Between the date hereof and the Closing Date, Seller will not discuss or negotiate with any other corporation, firm or person, or entertain or consider any inquiries or proposals relating to the possible disposition of the Assets of Seller and will cause Seller to conduct its business with regard to the Assets only in the ordinary course.

6. Other Covenants and Agreements

6.1 **Indemnification by Seller.** Upon the terms and subject to the conditions set forth in Section 6.3 hereof, and this Section 6.1, but limited in maximum total cumulative amount to the Purchase Price except as stated below in this section, Seller agrees to indemnify and hold Buyer harmless against, and will reimburse Buyer on demand for, any payment, loss, cost or expense (including reasonable attorney's fees and reasonable costs of investigation incurred in defending against such payment, loss, cost or expense or claim therefor) made or incurred by or asserted against Buyer at any time after the Closing Date in respect of:

(a) any and all liabilities or obligations of Seller, or claims against or imposed on Buyer, of any nature not assumed by Buyer pursuant to this Agreement;

(b) any and all damage or deficiency resulting from any omission, misrepresentation, breach of warranty, or nonfulfillment of any agreement on the part of Seller contained in this Agreement, or from any misrepresentation in, or omission from, any certificate or other instrument furnished or to be furnished to Buyer pursuant to this Agreement; and

(c) any and all liabilities, obligations, claims, damage or deficiency arising out of or related to Seller's failure to comply with any bulk transfer provisions in effect in the state of Iowa.

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Notwithstanding any other provision in this Agreement, product liability resulting from the sale of the Programs by Buyer subsequent to the Closing Date is excluded from indemnification under this Section 6.1.

Indemnification under this Section 6.1 as pertains to the intangible rights of patents, trademarks, service marks, trade names, copyrights and licenses to the Programs shall be limited to claims filed within two years of the Closing Date unless Seller had knowledge of facts, which are not disclosed herein, at the Closing Date that could lead to a claim. Indemnification under this Section 6.1 as pertains to all other matters arising under this Agreement shall be limited to claims filed within five years of the Closing Date unless Seller had knowledge of facts, which are not disclosed herein, at the Closing Date that could lead to a claim, or in the event of the occurrence of any item disclosed in Schedule 2.4 or 2.6 to the extent of such amount disclosed. Notwithstanding any wording to the contrary, this indemnification will in no event survive the liquidation of the corporation of Seller, which is likely imminent.

6.2 Indemnification by Buyer. Upon the terms and subject to the conditions set forth in Section 6.3 hereof, and this Section 6.2, Buyer agrees to indemnify and hold Seller harmless against, and will reimburse Seller on demand for, any payment, loss, cost or expense (including reasonable attorney's fees and reasonable costs of investigation incurred in defending against such payment, loss, cost or expense or claim thereof) made or incurred by or asserted against Seller at any time after the Closing Date in respect of any omission, misrepresentation, breach of warranty, or nonfulfillment of any agreement on the part of Buyer contained in this Agreement, or from any misrepresentation in, or omission from, any certificate or other instrument furnished or to be furnished to Seller pursuant to this Agreement, or for any acts of Buyer after the later of Closing Date or acquisition from Seller of a particular asset which is associated with a claim.

6.3 Conditions of Indemnification.

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an indemnified party under this Section of notice of the commencement of any action, the indemnified party will, if a claim in respect thereof is to be made against the indemnifying party, notify in writing the indemnifying party of the commencement thereof. In case any such action is brought against an indemnified party, and it notifies the indemnifying party that it will be entitled to participate therein, and to the extent that it may wish, to assume the defense thereof, with counsel who shall be to the reasonable satisfaction of such indemnified party, and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Section for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. Any such indemnifying party shall not be liable to any such indemnified party on account of any settlement of any claim or action effected without the consent of such indemnifying party.

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6.4 **Taxes, Expenses and Fees.** Seller hereby agrees to assume and pay any and all Iowa state taxes on the transfer to Buyer of the Assets hereunder. Except as specifically provided herein, each party shall be responsible for and shall pay all costs incurred by it in connection with negotiation and performance of agreements contained herein, including legal and accounting fees. Seller and Buyer state that no brokers or finders fees are payable as a result of this transaction.

6.5 **Nonecompetition.** Seller agrees that, as a material consideration running to Buyer for Buyer's payments hereunder, for a period of three years from and after the Closing Date, Seller will not engage in or carry on, directly or indirectly, any business in competition with the business of developing, marketing and selling products in competition with the Assets as conducted or intended by Seller at the Closing Date (except as contemplated in Section 6.8), but only for so long as such like business is carried on by (i) Buyer or any subsidiary or affiliate of Buyer, or (ii) any person deriving title from Buyer to the Assets, in any jurisdiction in the world. Seller's continuing marketing of instant messaging software shall not be considered competition. Seller further covenants and agrees that for a period of one year from and after the Closing Date they will not recruit or hire, directly or indirectly, any person who is, or within the one month period immediately following the Closing Date is, an employee of Buyer without the consent of Buyer.

6.5.1 If in any judicial proceeding, the court shall refuse to enforce the covenants hereof because the time limit is too long, or the geographic scope or scope of business is deemed too extensive, it is expressly understood and agreed between the parties hereto that for purposes of such proceeding the time, geographic area, scope of business or other aspect shall be deemed reduced to the extent necessary to permit enforcement of such covenants.

6.5.2 Seller acknowledges that a breach of Section 6.5 hereof would cause irreparable damage to Buyer, and in the event of actual or threatened breach of the provisions of Section 6.5 hereof by Seller, Buyer shall be entitled to a temporary restraining order and an injunction restraining Seller from breaching such covenants without the necessity of posting bond or proving irreparable harm, such being conclusively admitted by Seller. Nothing shall be construed as prohibiting Buyer from pursuing any other available remedies for such breach or threatened breach, including the recovery of damages from Seller. Seller acknowledges that the restrictions set forth in this Agreement are reasonable in scope and duration, given the nature of the business of Buyer.

6.6 Post-Closing Covenants.

6.6.1 **Execution of Additional Documents.** Each party will at any time, and from time to time after the Closing Date, upon request of the other party, execute, acknowledge and deliver all such further deeds, assignments, transfers, conveyances, powers of attorney and assurances, and take all such further action, as may be required to carry out the intent of this Agreement, and to transfer and vest title to any Asset being transferred hereunder, and to protect the right, title and interest in and enjoyment of all of the Assets; provided, however, that this Agreement shall be effective regardless of whether any such additional documents are executed.

6.6.2 **Transition and Technical Development.** To properly transfer technical development Seller will provide Buyer with five (5) hours of technical development consultation time within one (1) month following the Closing Date, or two (2) months if Seller has the necessary, trained staff in its employ. In addition, Seller shall provide a link from its web page (www.cesoft.com) to Buyer's web page, for two years after the Closing or while such page exists if less, such that someone doing a search on the word "QuickMail" will be properly directed for information and support. Technical development consultation in excess of the stated hours or duration will be available at an agreed upon hourly rate if Seller has the necessary, trained staff in its employ.

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6.6.3 Mail. Seller agrees to forward no less frequently than weekly any product registration cards related to the Assets, and any customer correspondence related to the Assets, which are received at its office or elsewhere. A reasonable fee may be charged for this service subsequent to the liquidation of Seller's corporation, if such should occur.

6.6.4 Use of Customer Base. Certain of the Assets have no Customer Base or a poorly organized Customer Base. Seller retains all rights for continued use and rental of the Customer Base of the Assets, except in a manner which would be in direct competition to Buyer as set forth in section 6.5 above. Buyer agrees and fully binds itself and all successors that the customer e-mail addresses included in the customer base will not be used for the transmission of unsolicited commercial e-mail (commonly known as spam) and further, and not by way of limitation, such e-mail list will not be rented to any third party, nor will it be sold except as an integral part of the Assets.

6.7 Shareholder Approval. This Agreement is not believed to be subject to the approval of the shareholders of Seller

[REDACTED]

6.8 Continued Customer Technical Support by Seller. Seller will provide customer technical support to Buyer, or, at Buyer's option, to Buyer's customer(s) at an agreed upon hourly rate contingent upon Seller having the necessary, trained staff in its employ.

7. Miscellaneous.

7.1 Survival. All covenants, agreements, representations and warranties contained herein or in any document delivered at the Closing shall survive any investigation made by Seller or Buyer and the execution and delivery of this Agreement.

7.2 Governing Law. This Agreement is being delivered in, and shall be governed by, construed and enforced in accordance with, the laws of the State of Iowa. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE CITY OF DES MOINES, POLK COUNTY, STATE OF IOWA, OR AT THE SOLE OPTION OF BUYER, IN ANY OTHER COURT IN WHICH BUYER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OF THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY EXPRESSLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION.

7.3 Waivers and Notices. Any failure by either party to this Agreement to comply with any of its obligations, agreements or covenants may be waived by the other party. All waivers under this Agreement and all notices, consents, demands, requests, approvals and other communications which are required or may be given hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or if delivered by telecopy or electronic mail with electronic confirmation when actually received by the party to whom sent, or if mailed certified first class mail, postage prepaid:

If to Seller: CE Software, Inc.
Attn: John S. Kirk, President
P.O. Box 65580
West Des Moines, IA 50265

If to Buyer: Jeff Baudin
8868 Lakewood Drive, #162
Windsor, CA 95492

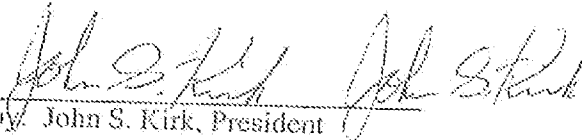
or to such other person or persons at such address as may be designated by written notice to the other parties hereunder.

7.4 This Agreement constitutes the complete understanding of the parties regarding the subject matter hereof and supersedes all prior understanding, agreements and representations of the parties regarding such subject matter.


7.5 This Agreement can only be amended or terminated by writing and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first written above.

CE SOFTWARE, INC.


by: John S. Kirk, President

Baudin Industries and Jeff Baudin


by: Jeff Baudin, Proprietor and Individual

Schedules and Exhibits

SCHEDULE 1.1.1 Liens and encumbrances:

none

SCHEDULE 1.2 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SCHEDULE 2.4 Encumbrances

None, however, for want of a specific place to disclose, the license for the spell checking feature is not practicable to assign. The agreement has been with L&H. Also Install Shield's installer for Windows and Aladdin's installer for Macintosh. These are also not practicable to assign. Other items which may or may not be assignable are Borland C++ 5.0.2, CodeWarrior 5.0 Windows, and CodeWarrior 7.x Mac. These nonassignable portions of the Assets will need to be relicensed by Buyer directly with the appropriate licensors.

Another item disclosed by Buyer: The current version of QuickMail LAN client is under the control of another software company. None of the source code to any portion of QuickMail LAN is included in Assets.

SCHEDULE 2.5 Patents, trademarks, etc.

Patents -- Seller has performed no patent searches and makes no warranty other than that it is not aware of any patent infringements.

Trademarks -- Seller has used trademark notices on the name QuickMail. Seller has filed for and has recently received a U.S. registered trademark on the name QuickMail. There is a dispute in Canada as has been separately discussed with Buyer.

Copyrights -- All Programs have been marked as copyrighted, but no copyright registrations have been filed.

Domain Names -- Seller does not have the domain name for QuickMail.

SCHEDULE 2.6 Litigation

none

SCHEDULE 2.9 Special marketing arrangements

International distributor contracts
Navarre distributor contract
Software to Go contract
Digital River contract
and many others

SCHEDULE 2.10 Development efforts

We have an unofficial beta version currently in the hands of one or more customers. This will be extended to January 2004.

We have done some very preliminary design work on what we would intend to do for the next version.

SCHEDULE 4.6 Employment

Rob Kos is currently our QuickMail programmer/project manager.

SCHEDULE 4.7 Employee noncompete

none

EXHIBIT A--BILL OF SALE (attached)

EXHIBIT B--Form of Officer's Certificate called for in Section 4.4 (attached)