

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
Sunbelt Software Distribution, Inc.		05/29/2009	COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	KBS Software, L.L.C.
Street Address:	5111 W 300 S
City:	Lafayette
State/Country:	INDIANA
Postal Code:	47909
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2251466	AUTOPILOT

CORRESPONDENCE DATA

Fax Number: (919)341-3158
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 919-244-1718
 Email: kbs@kbs-software.com
 Correspondent Name: KBS Software, LLC
 Address Line 1: 5111 W 300 S
 Address Line 4: Lafayette, INDIANA 47909

NAME OF SUBMITTER:	Kitrick B. Sheets
Signature:	/Kitrick B. Sheets/
Date:	05/29/2009

Total Attachments: 16
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of the 15th day of June, 2006 ("Effective Date") **SUNBELT SOFTWARE DISTRIBUTION, INC.**, a Florida corporation ("Seller"), and **KBS SOFTWARE LLC**, a Wisconsin limited liability company ("Buyer").

RECITALS

A. Seller owns, markets, and distributes the "AutoPilot P/SA" software product (the "Product").

B. Upon the terms and conditions herein, Seller desires to sell, the Buyer desires to purchase, all of Seller's right, title, and interest in and to the Product.

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows.

1 PURCHASE AND SALE OF ASSETS

1.1. Assets to be Transferred.

Subject to the terms and conditions of this Agreement, on the Closing Date (as hereinafter defined), Seller shall sell, transfer, convey, assign, and deliver to Buyer, and Buyer shall purchase, all of Seller's right, title, and interest in and to the following assets (collectively, the "Purchased Assets"):

1.1.(a) Software. All source code, object code, printed listings of code, and related documentation of Seller that is related to the Product.

1.1.(b) Trade Rights. All of Seller's interest in any Trade Rights associated with the Product. As used herein, the term "Trade Rights" shall mean (i) all patent rights, copyrights, trade secret rights, and trademark rights, and (ii) all registrations of any of the foregoing, all applications therefor, and all claims for infringement or breach thereof.

1.1.(c) Contracts. To the extent assignable by Seller, all of Seller's rights in, to and under all Contracts, as defined below. Upon assignment of the Contracts to Buyer, Buyer shall assume all of the obligations of Seller under the Contracts. For purposes hereof, "Contracts" means (i) the Seller's sales agreement with eSellerate and (ii) all purchase orders between Seller and its customers for Product maintenance.

1.1.(d) Sales Literature and Promotional Materials. All sales literature, promotional literature, catalogs, website copy, and similar materials of Seller used or designed for use in the marketing and distribution of the Product.

1.1.(e) Records and Files. Copies of all customer records and files of Seller, including, without limitation, customer invoices and customer lists.

1.2. Excluded Assets.

Except for the Purchased Assets specifically listed in Section 1.1 above, Seller shall not sell, transfer, assign, convey or deliver to Buyer, and Buyer shall not purchase or accept from Seller, any other assets of Seller. For purposes of clarification and not of limitation, the Purchased Assets shall not include any inventory of Seller. All assets of Seller, other than the Purchased Assets specifically listed in Section 1.1 above, are collectively referred to as the "Excluded Assets."

2 LIABILITIES

As used in this Agreement, the term "Liability" shall mean and include any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, secured or unsecured. Except as and to the extent specifically set forth below and herein, Buyer is not assuming any Liabilities of Seller and all such Liabilities shall be and remain the responsibility of Seller. Notwithstanding the foregoing and subject to the terms and conditions of this Agreement, on the Closing Date, Buyer shall assume and agree to perform and discharge the following Liabilities of Buyer (collectively the "Buyer Liabilities"): (i) all Liabilities arising under or relating to the Contracts, including any such Liabilities that arise prior to the Closing Date, and (ii) all Liabilities arising from the operation or ownership of the Purchased Assets from and after the Closing Date.

3 PURCHASE PRICE - PAYMENT

3.1. Purchase Price.

The purchase price for the Purchased Assets will consist of the Quarterly Payments described in Section 3.2 below plus the Extraordinary Event Payments described in Section 3.3 below. A portion of each Quarterly Payment or Extraordinary Event Payment paid pursuant to this Agreement shall be deemed to be interest calculated from the Closing Date through the payment date at the rate of four and four-tenths percent (4.77%) per annum, which is the applicable federal rate in effect April 2006.

3.2. Quarterly Payments.

In consideration of the transfer and sale of the Purchased Assets to Buyer, beginning on the Closing Date and continuing for all periods thereafter, Buyer shall make quarterly payments to Seller equal to five percent (5.0%) of Buyer's Net Revenue from Qualified Products (such payments being referred to as the "Quarterly Payments"). The Quarterly

Payments will be calculated on a calendar-quarter basis, with the Quarterly Payment for each calendar quarter becoming due in full on the thirtieth (30th) calendar day after the end of such calendar quarter. The first Quarterly Payment will become due on July 31, 2006, and it will apply to Buyer's Net Revenue from Qualified Products for the period beginning on the Closing Date and ending on June 30, 2006. The Quarterly Payments will be made in cash, and late Quarterly Payments will accrue interest at a rate equal to 1.5% simple interest per month or, if lower, the highest rate permitted by law. For purposes of this Agreement, the term "Qualified Products" shall mean the Product and any other product that is based upon or derived upon the Product, the Software, or the code relating thereto, including but not limited to any copy, modification, revision, update, new version (excluding a new version made from entirely new code) enhancement, adaptation, translation, or derivative work created from the Product, the Software, or the code relating thereto. The term "Net Revenue" shall mean Buyer's (and Buyer's licensees', subsidiaries', and affiliates') billings from the sale or license of Qualified Products and from the sale or provision of maintenance or service on Qualified Products, less the sum of the following: discounts actually allowed and taken in amounts customary in the trade; outbound transportation prepaid or allowed to the extent included in the amount billed to a third party customer; and amounts allowed or credited on returns. In the event that Qualified Products are bundled together with other products for sale, then the Net Revenue attributable to such Qualified Products for purposes of calculating the Quarterly Payment hereunder shall be equal to the price that would have been charged for such Qualified Products in an unbundled sale. On the date on which each Quarterly Payment is due, Buyer will provide Seller with a written statement showing Buyer's total billings for Qualified Products during the applicable quarter and also showing the manner in which Buyer calculated the Net Revenue from Qualified Products for the quarter.

3.3. Extraordinary Event Payments.

3.3.(a) In addition to the Quarterly Payments described above, upon the terms and conditions set forth in this Section 3.3, Seller shall be entitled to receive from Buyer additional payments upon the occurrence of Extraordinary Events, as defined below (such payments being referred to as "Extraordinary Event Payments"). Within fifteen (15) calendar days of Buyer's receipt of any payment (whether in cash or other assets) made in connection with an Extraordinary Event, Buyer shall pay to Seller in cash an Extraordinary Event Payment in the amount of fifty percent (50%) of the total amount received by Buyer or its subsidiaries' or affiliates' in connection with such Extraordinary Event (net of commissions or finder's fees payable by Buyer directly with respect to the transaction) to the extent that such consideration is attributable to Qualified Products or Buyer's rights thereto or Qualified Patent Rights (including Buyer's rights to any service or maintenance contracts relating to Qualified Products). If a portion of the amount received by Buyer in such a transaction is attributable to product, assets, or rights other than Qualified Products or Buyer's rights thereto, then Buyer and Seller shall cooperate in good faith to determine the portion thereof that is attributable to Qualified Product and Buyer's rights thereto on the basis of the relative fair market values of the assets that are the subject of the Extraordinary Event. Buyer will not enter into, or commit to enter into, any Extraordinary Event until Buyer and Seller have agreed in writing to the amount of the Extraordinary

Event Payment to be received by Seller hereunder in accordance with the foregoing provisions. In the event that the payment received by Buyer in connection with the Extraordinary Event is made in a form of consideration other than cash, then for purposes of the cash payment to Seller, the non-cash consideration received by Buyer will be deemed to have a value equal to the fair market value of such non-cash consideration on the date on which the Extraordinary Event occurs.

3.3.(b) For purposes of this Agreement, an "Extraordinary Event" consists of (i) the sale, lease, or license of all or a substantial portion of Buyer's rights to a Qualified Product or Qualified Patent Right (including, without limitation, as a part of a sale of all or substantially all of the assets of Buyer), (ii) a settlement or judgment arising from a claim that a third party has infringed any of the patent rights or other intellectual property rights relating to a Qualified Product, or (iii) a sale, transfer, or change in control of more than fifty percent (50%) of the equity interest in Buyer, whether through the sale or transfer of outstanding equity securities, the issuance of new equity securities, merger, or consolidation (an "Equity Transaction"). For purposes of this Agreement, the term "Qualified Patent Right" means the following PCT patent applications and all patents issuing therefrom in any jurisdiction, as well as all patents issuing in any jurisdiction from later filed divisionals, reissues, reexaminations, continuations, continuations-in-part, renewals, extensions, substitutions, and foreign equivalents and counterparts thereof: (WO 1997/010543) AutoPilot(tm) Dynamic Performance Optimization System and (WO 1997/010548) Performance Assistant File System (PAFS) Method and Apparatus.

3.3.(c) Buyer will notify Seller of the occurrence or pendency of an Extraordinary Event as soon as practicable. Late Extraordinary Event Payments will accrue interest at a rate equal to 1.5% simple interest per month or, if lower, the highest rate permitted by law.

3.3.(d) Seller will be entitled to an Extraordinary Event Payment for each Extraordinary Event that occurs, provided that, in the event of (i) a sale of all or substantially all of Buyer's assets, (ii), or the sale, lease, or license of all or substantially all of Buyer's Qualified Patent Rights, or (iii) an Equity Transaction that constitutes a sale of all of Buyer's stock or a merger or consolidation of Buyer, upon the payment to Seller of the Extraordinary Event Payment for such transaction, no further Extraordinary Event Payments will be due hereunder.

3.4. Adjustments/Buyout Option

At a time of its choosing, Buyer shall have the option of purchasing the Seller's remaining interest in any future Quarterly Payments ("Buyout") for an amount of \$50,000. Receipt of this Buyout payment by the Seller shall constitute performance in full of all of Buyer's obligations to make future Quarterly Payments under this Agreement (although the obligation to make Extraordinary Event Payments will continue thereafter in accordance with this Agreement).

3.5. Termination of Payments.

Notwithstanding anything in this Agreement to the contrary, Seller shall not be entitled to any payments under this Agreement with respect to Net Sales of Qualified Products or Extraordinary Events that occur after the fifth (5th) anniversary of the Closing Date, provided that Buyer shall continue to be obligated at all times thereafter to make any payments applicable to Net Sale or Extraordinary Events occurring on or before such fifth (5th) anniversary.

4 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the following representations and warranties to Buyer, each of which is true and correct on the date hereof and shall remain true and correct as of the Closing Date. Each of the following representations and warranties shall survive the Closing for a period of one hundred eighty (180) days thereafter. Except as specifically stated in this Article IV, Seller makes no representation or warrant whatsoever with respect to the Product, the Purchase Assets, or otherwise, including but limited to any express or implied warrant as the merchantability or suitability for any purpose of the Product or Purchased Assets.

4.1. Authority.

The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by Seller pursuant hereto and the consummation of the transactions contemplated hereby and thereby have been duly authorized by the Board of Directors of Seller. Seller represents and warrants that no other or further corporate act or proceeding on the part of Seller is necessary to authorize this Agreement or the other documents and instruments to be executed and delivered by Seller pursuant hereto or the consummation of the transactions contemplated hereby and thereby. This Agreement constitutes, and when executed and delivered, the other documents and instruments to be executed and delivered by Seller pursuant hereto shall constitute, valid binding agreements of Seller, enforceable in accordance with their respective terms.

4.2. Marketable Title.

Seller has good and marketable title to all the Purchased Assets, free and clear of all mortgages, liens (statutory or otherwise), security interests, claims, pledges, licenses, equities, options, conditional sales contracts, assessments, levies, easements, covenants, reservations, restrictions, exceptions, limitations, charges or encumbrances of any nature whatsoever (collectively, "Liens"). None of the Purchased Assets are subject to any restrictions with respect to the transferability thereof. Seller has complete and unrestricted power and right to sell, assign, convey and deliver the Purchased Assets to Buyer as contemplated hereby. At Closing, Buyer shall receive good and marketable title to all the Purchased Assets, free and clear of all Liens. Notwithstanding the foregoing, Seller will have no liability pursuant to this Section 4.2 to the extent of any Lien that existed at the time Seller acquired the Product from Buyer or its affiliate.

5 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes the following representations and warranties to Seller, each of which is true and correct on the date hereof and shall remain true and correct as of the Closing Date. Each of the following representations and warranties shall survive the Closing for a period of one hundred eighty (180) days thereafter.

5.1. Corporate. Buyer has all requisite corporate power to enter into this Agreement and the other documents and instruments to be executed and delivered by Buyer and to carry out the transactions contemplated hereby and thereby.

5.2. Authority.

The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by Buyer pursuant hereto and the consummation of the transactions contemplated hereby and thereby have been duly authorized by the Board of Directors of Buyer. No other corporate act or proceeding on the part of Buyer or its shareholders is necessary to authorize this Agreement or the other documents and instruments to be executed and delivered by Buyer pursuant hereto or the consummation of the transactions contemplated hereby and thereby. This Agreement constitutes, and when executed and delivered, the other documents and instruments to be executed and delivered by Buyer pursuant hereto shall constitute, valid and binding agreements of Buyer, enforceable in accordance with their respective terms, except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally, and by general equitable principles.

6 COVENANTS AND AGREEMENTS OF THE PARTIES

The parties covenant and agree as follows, which covenants shall survive the Closing except as otherwise provided below:

6.1. Termination of Services Agreement.

Reference is hereby made to that certain Services Agreement between Buyer and Seller effective as of October 27, 1998, as amended effective as of October 29, 2001, and again on October 22, 2004 (the "Services Agreement"), pursuant to which Buyer has provided support and maintenance for Seller's distribution of the Product. Sunbelt and KBS agree that the Services Agreement terminated effective as of March 31, 2006 and was null, void and of no further effect as of such date. Sunbelt and KBS agree that neither of them has had or shall have any further rights, obligations, or duties under Services Agreement after March 31, 2006.

6.2. Sales and Related Records.

Buyer shall keep full, true and accurate books of account containing all particulars that may be necessary for the purpose of showing the amounts payable to Seller hereunder, and said books and the supporting data shall be open at all reasonable times for five (5) years following the end of the calendar year to which they pertain, to the inspection of Seller or its agents upon reasonable notice provided by Seller for the purpose of verifying Buyer's Quarterly

Payment statement, Buyer's Extraordinary Event Payment statement, and Buyer's compliance in other respects with this Agreement..

6.3. Security Interest. As of the Closing Date, Buyer grants to Seller a first-priority security interest in the Purchased Assets, the Product, and any other Qualified Products that exist on the date hereof or that are created hereafter (the "Collateral") to secure the payment and performance in full of all of Buyer's payment and other obligations under this Agreement. This security interest will terminate on the date on which all obligations of Buyer under this Agreement have been satisfied in full and no remaining existing or future obligations may arise hereunder. Buyer agrees to execute or otherwise assent to a UCC-1 Financing Statement in a form and content reasonably necessary to reflect the security interest granted in this Section 6.3, and Buyer agrees that Seller may file such Financing Statement in any appropriate jurisdiction. Buyer also agrees to sign and deliver to Seller any other documents reasonable requested by Seller to ensure that Seller is able to perfect and retain a first-priority security interest in the Collateral.

7 INDEMNIFICATION BY SELLER

7.1. Indemnity.

Subject to the terms and conditions of this Article 7, Seller, hereby agrees to compensate, indemnify, and hold harmless Buyer, and its directors, officers, employees and controlled and controlling persons (collectively, the "Buyer Indemnified Parties"), and at Buyer's option and request defend the Buyer Indemnified Parties, from and against all Buyer Claims asserted against, resulting to, imposed upon, or incurred by the Buyer Indemnified Parties or the Business and Purchased Assets transferred to Buyer pursuant to this Agreement, directly or indirectly, by reason of, arising out of or resulting from (a) the inaccuracy or breach of any representation or warranty of Seller contained in or made pursuant to this Agreement (regardless of whether such breach is deemed "material"); (b) the breach of any covenant of Seller contained in this Agreement (regardless of whether such breach is deemed "material"); or (c) all Seller Liabilities. As used in this Article 7, the term "Buyer Claim" shall include (i) all losses, deficiencies, damages (including, without limitation, consequential damages), judgments, awards, penalties and settlements; (ii) all demands, claims, suits, actions, causes of action, proceedings and assessments, whether or not ultimately determined to be valid; and (iii) all costs and expenses (including, without limitation, interest (including prejudgment interest in any litigated or arbitrated matter), court costs and fees and expenses of attorneys and expert witnesses) of investigating, defending or asserting any of the foregoing or of enforcing this Agreement.

7.2. Seller's Rights.

Anything in this Article 7 to the contrary notwithstanding, (i) if there is a reasonable probability that a Buyer Claim may materially and adversely affect the Buyer Indemnified Party other than as a result of money damages or other money payments, the Buyer Indemnified Party shall have the right to defend, compromise or settle such Buyer Claim, and (ii) the Seller shall not, without the written consent of the Buyer Indemnified Party, settle or compromise any Buyer Claim or consent to the entry of any judgment which does not include as

an unconditional term thereof the giving by the claimant or the plaintiff to the Buyer Indemnified Party of a release from all Liability in respect of such Buyer Claim.

7.3. No Waiver.

The closing of the transactions contemplated by this Agreement shall not constitute a waiver by any Buyer Indemnified Party of its rights to indemnification hereunder, regardless of whether the party seeking indemnification has knowledge of the breach, violation or failure of condition constituting the basis of the Buyer Claim at or before the Closing, and regardless of whether such breach, violation or failure is deemed to be "material."

8 INDEMNIFICATION BY BUYER

8.1. Indemnity.

Subject to the terms and conditions of this Article 8, Buyer hereby agrees to compensate, indemnify, and hold harmless Seller, and its directors, officers, employees and controlled and controlling persons (collectively, the "Seller Indemnified Parties"), and at Seller's option and request defend the Seller Indemnified Parties, from and against all Seller Claims asserted against, resulting to, imposed upon, or incurred by the Seller Indemnified Parties, directly or indirectly, by reason of, arising out of or resulting from (a) the inaccuracy or breach of any representation or warranty of Buyer contained in or made pursuant to this Agreement (regardless of whether such breach is deemed "material"); (b) the breach of any covenant of Buyer contained in this Agreement (regardless of whether such breach is deemed "material"); or (c) all Buyer Liabilities. As used in this Article 8, the term "Seller Claim" shall include (i) all losses, deficiencies, damages (including, without limitation, consequential damages), judgments, awards, penalties and settlements; (ii) all demands, claims, suits, actions, causes of action, proceedings and assessments, whether or not ultimately determined to be valid; and (iii) all costs and expenses (including, without limitation, interest (including prejudgment interest in any litigated or arbitrated matter), court costs and fees and expenses of attorneys and expert witnesses) of investigating, defending or asserting any of the foregoing or of enforcing this Agreement

8.2. Buyer's Rights.

Anything in this Article 8 to the contrary notwithstanding, (i) if there is a reasonable probability that a Seller Claim may materially and adversely affect the Seller Indemnified Party other than as a result of money damages or other money payments, the Seller Indemnified Party shall have the right to defend, compromise or settle such Seller Claim, and (ii) the Buyer shall not, without the written consent of the Seller Indemnified Party, settle or compromise any Seller Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Seller Indemnified Party of a release from all Liability in respect of such Seller Claim.

8.3. No Waiver.

The closing of the transactions contemplated by this Agreement shall not constitute a waiver by any Seller Indemnified Party of its rights to indemnification hereunder, regardless of whether the party seeking indemnification has knowledge of the breach, violation or failure of condition constituting the basis of the Seller Claim at or before the Closing, and regardless of whether such breach, violation or failure is deemed to be "material."

9 CLOSING

The closing of this transaction (the "Closing") shall take place at the offices of Foley & Lardner LLP, Tampa, Florida whether in person or through a closing by mail, on the Effective Date or at such other time and place as the parties hereto shall agree upon. Such date is referred to in this Agreement as the "Closing Date". At the Closing, the Purchased Assets shall be delivered to Seller and the Assumed Liabilities shall be assumed by Buyer pursuant to a bill of sale and assumption document in the form attached hereto as Exhibit A (the "Transfer and Assumption Instrument"). The obligation of the Seller to close the transactions contemplated by this Agreement is subject to the following conditions, each of which may be waived by the Seller in writing: (i) the representations and warranties of the Buyer shall be true and correct in all material respects as of the date when made and as of the Closing Date, as though made at that time; (ii) the Buyer shall have performed all agreements and satisfied all conditions required to be performed or satisfied by the Buyer at or prior to the Closing, including executing and delivering to Seller a duly executed counterpart of the Transfer and Assumption Instrument; and (iii) no statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or governmental authority of competent jurisdiction which prohibits the consummation of any of the transactions contemplated by this Agreement. The obligation of the Buyer to close the transactions contemplated by this Agreement is subject to the following conditions, each of which may be waived by the Buyer in writing: (i) the representations and warranties of the Seller shall be true and correct in all material respects as of the date when made and as of the Closing Date, as though made at that time; (ii) the Seller shall have performed all agreements and satisfied all conditions required to be performed or satisfied by the Seller at or prior to the Closing, including executing and delivering to Buyer a duly executed counterpart of the Transfer and Assumption Instrument; and (iii) no statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or governmental authority of competent jurisdiction which prohibits the consummation of any of the transactions contemplated by this Agreement.

10 TERMINATION

10.1. Right of Termination Without Breach.

This Agreement may be terminated without further liability of any party at any time prior to the Closing:

10.1.(a) by mutual written agreement of Buyer and Seller, or

10.1.(b) by either Buyer or Seller if the Closing shall not have occurred by December 31, 2006, provided the terminating party has not, through breach of a representation, warranty or covenant, prevented the Closing from occurring on or before such date.

10.2. Termination for Breach. If there has been a material violation or breach by either party of any of the agreements, representations or warranties contained in this Agreement, then the non-breaching party may, by written notice to the breaching party at any time prior to the Closing, terminate this Agreement. Notice of termination shall include the applicable subsection under which termination is being exercised as well as details supporting the reason for termination.

11 MISCELLANEOUS

11.1. Assignment; Parties in Interest.

11.1.(a) Assignment. Except as expressly provided herein, the rights and obligations of a party hereunder may not be assigned, transferred or encumbered without the prior written consent of the other parties.

11.1.(b) Parties in Interest. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the parties hereto. Nothing contained herein shall be deemed to confer upon any other person any right or remedy under or by reason of this Agreement.

11.2. Law Governing Agreement; Jurisdiction and Venue.

This Agreement shall be construed and interpreted according to the internal laws of the State of Florida, excluding any choice of law rules that may direct the application of the laws of another jurisdiction. In the event it shall become necessary for any party to take action of any type whatsoever to enforce the terms of this Agreement, venue shall lie exclusively in the state or federal courts sitting in Hillsborough County, Florida. The parties consent to the personal jurisdiction of the aforementioned venues in any action concerning or relating to the Agreement, and any objections to personal jurisdiction are hereby expressly waived. THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING OR OTHER LITIGATION RESULTING FROM OR INVOLVING THE ENFORCEMENT OF THIS AGREEMENT OR A DISPUTE UNDER OR RELATING TO THIS AGREEMENT. Process and pleadings mailed to a party at the address provided in Section 11.8 shall be deemed properly served and accepted for all purposes.

11.3. Amendment and Modification.

No purported modification, amendment or waiver of this Agreement or its terms shall be effective unless it is in writing and signed by Buyer and Seller.

11.4. Notice.

All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by telecopier, facsimile transmission or other electronic means of transmitting written documents; or (c) sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service. The respective addresses to be used for all such notices, demands or requests are as follows:

(a) If to Buyer, to:

10705 Spiralwood Court
Raleigh, NC 27613
Attn: Kitrick Sheets
Facsimile: (919) 341-3158

or to such other person or address as Buyer shall furnish to Seller in writing.

(b) If to Seller, to:

101 N. Garden Ave.
Clearwater, FL 33755
Attn: Alex Eckelberry
Facsimile: (727) 562-5199

With copies to:

Foley & Lardner LLP
100 N. Tampa Street
Suite 2700
Tampa, FL 33602
Attn: Curt P. Creely, Esq.
Facsimile: (813) 221-4210

or to such other person or address as Seller shall furnish to Buyer in writing.

If personally delivered, such communication shall be deemed delivered upon actual receipt; if electronically transmitted pursuant to this paragraph, such communication shall be deemed delivered the next business day after transmission (and sender shall bear the burden of proof of delivery); if sent by overnight courier pursuant to this paragraph, such communication shall be deemed delivered upon receipt; and if sent by U.S. mail pursuant to this paragraph, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Any party to this Agreement may change its address for the purposes of this Agreement by giving notice thereof in accordance with this Section.

11.5. Expenses.

Regardless of whether or not the transactions contemplated hereby are consummated:

11.5.(a) Costs and Expenses of the Parties. Except as otherwise provided herein, each of the parties shall bear its own expenses and the expenses of its counsel and other agents in connection with the transactions contemplated hereby.

11.5.(b) Costs of Litigation or Arbitration. The parties agree that the prevailing party in any action brought with respect to or to enforce any right or remedy under this Agreement shall be entitled to recover from the other party or parties all reasonable costs and expenses of any nature whatsoever incurred by the prevailing party in connection with such action, including without limitation attorneys' fees and prejudgment interest.

11.6. Entire Agreement.

This instrument, along with all exhibits and schedules thereto, embodies the entire agreement between the parties hereto with respect to the transactions contemplated herein, and there have been and are no agreements, representations or warranties between the parties other than those set forth or provided for herein.

11.7. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.8. Delivery by Facsimile.

This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of facsimile machine as a defense to the enforceability of a contract and each such party forever waives any such defense.

11.9. Headings.

The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

11.10. Contract Interpretation.


Ambiguities, inconsistencies, or conflicts in this Agreement shall not be strictly construed against the drafter of the language but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the parties' intentions at the time this Agreement is entered into. Each party hereto agrees that it has consulted with, or had ample opportunity to consult with, counsel of its own choosing. Where the context of this Agreement requires, singular terms shall be considered plural, and plural terms shall be considered singular. Where any group or category of items or matters is defined collectively in the plural number, any item or matter within such definition may be referred to using such defined term in the singular number.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

"BUYER"

KBS SOFTWARE, LLC

By: 
Name: Kitrick Sheets
Title: President

"SELLER"

SUNBELT SOFTWARE DISTRIBUTION, INC.

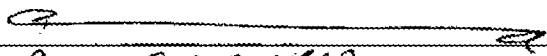
By: 
Name: Alex Eckert
Title: President

EXHIBIT A
FORM OF BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

**BILL OF SALE AND
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT is made effective as of June 15, 2006, by and between SUNBELT SOFTWARE DISTRIBUTION INC., a Florida corporation ("Grantor"), in favor of KBS SOFTWARE LLC, a Wisconsin limited liability company ("Grantee").

WHEREAS, Grantor desires to convey to Grantee, and Grantee desires to receive and assume from Grantor, certain of the Grantor's assets and obligations relating to Grantor's AutoPilot P/SA software product.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Transfer of Assets**. Grantor does hereby transfer, assign, set over, and deliver to Grantee all of Grantor's right, title, and interest in and to the Purchased Assets, as defined in the Asset Purchase Agreement, dated June 15, 2005, between Grantor and Grantee (the "Purchase Agreement").

2. **Assignment and Assumption**. In addition to the foregoing, Grantor does hereby assign to Grantee, and Grantee accepts and assumes, all of Grantor's rights and obligations under the Buyer Liabilities, including the Contracts, as those terms are defined in the Purchase Agreement.

TO HAVE AND TO HOLD all of the Purchased Assets hereby conveyed unto Grantee, its successors and assigns, to and for its and their own use and benefit forever.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands and seals the day and year first above written.

GRANTOR:

SUNBELT SOFTWARE DISTRIBUTION, INC.

By: 

Name: Alex Eckerman

Title: President

GRANTEE:

KBS SOFTWARE LLC

By: 

Name: Kitrick Sheets

Title: President