

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
Silicon Valley Bank		01/02/2009	State Chartered Bank: CALIFORNIA
Plasmon, Inc.		01/02/2009	CORPORATION: DELAWARE
Plasmon IDE, Inc.		01/02/2009	CORPORATION: MINNESOTA
Plasmon LMS, Inc.		01/02/2009	CORPORATION: DELAWARE
Plasmon Holdings, LLC		01/02/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Alliance Storage Technologies, Inc.
Street Address:	9925 Federal Drive
Internal Address:	Suite 100
City:	Colorado Springs
State/Country:	COLORADO
Postal Code:	80921
Entity Type:	CORPORATION: COLORADO

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	75525029	PLASMON
Serial Number:	78763819	UDO

CORRESPONDENCE DATA

Fax Number: (612)607-7100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6126077000
 Email: RHirning@oppenheimer.com
 Correspondent Name: Oppenheimer Wolff & Donnelly LLP
 Address Line 1: 45 South Seventh Street
 Address Line 2: Plaza VII, Suite 3300

900156191

**TRADEMARK
 REEL: 004160 FRAME: 0627**

CH \$65.00 75525029

Address Line 4: Minneapolis, MINNESOTA 55402-1609

ATTORNEY DOCKET NUMBER:

18504-200

NAME OF SUBMITTER:

Robert M. Hirning

Signature:

/Robert M. Hirning/

Date:

03/04/2010

Total Attachments: 18

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SECURED CREDITOR ASSET PURCHASE AGREEMENT

This SECURED CREDITOR ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of December 31, 2008, by and between SILICON VALLEY BANK, a State Chartered Bank ("Seller"), and ALLIANCE STORAGE TECHNOLOGIES, INC., a Colorado corporation ("Purchaser" or "Buyer").

RECITALS

A. On or about April 8, 2002, Plasmon, Inc. a Delaware corporation ("INC."), Plasmon IDE, Inc., a Minnesota corporation ("IDE"); and Plasmon LMS, Inc., a Delaware corporation ("LMS") (collectively, INC, IDE and LMS are referred to as the "Borrowers"), entered into a Loan and Security Agreement (as amended, the "Loan and Security Agreement") with Seller. The Loan and Security Agreement has been subsequently amended, modified and extended. The Loan and Security Agreement together with all other documents, instruments and writings with relate to the Loan and Security Agreement are collectively referred to as the "Loan Documents."

B. As security for the Loan Documents, Borrowers granted to Seller a security interest in all or substantially all of Borrowers' assets, and proceeds thereof, (the "Collateral"). Lender's security interest in the Collateral is perfected by the UCC financing statements as follows: (a) UCC-1 Financing Statement filed on March 21, 2002 against INC under File No. 20734735 in the Office of the Delaware Secretary of State (the "DE SOS"), as amended; (b) UCC-1 Financing Statement filed on March 22, 2002 against IDE, under File No. 20023468554 in the Office of the Minnesota Secretary of State, as amended; (c) UCC-1 Financing Statement filed on March 21, 2002, against LMS, under File No. 20734784 with the DE SOS, as amended (collectively, the "Financing Statements").

C. On or about October 22, 2008, Plasmon Holdings, LLC, a Delaware limited liability company ("Holdings") guaranteed Borrowers' obligations under the Loan and Security Agreement by executing an Unconditional Guaranty (the "Guaranty"). Holdings also executed a Security Agreement (the "Holdings Security Agreement"), which security interest is secured by filed a financing statement in the DE SOS.

D. Borrowers and Holdings are in default of their respective obligations under the Loan Documents and Guaranty for failure to make payments under the Loan Documents according to their terms, among other defaults and Seller has exercised its secured creditor rights.

E. On November 17, 2008, Seller commenced Civil Action No. 2008cv9980 in the District Court for the City and County of Denver, State of Colorado (the "Civil Action").

F. On November 19, 2008, the Court entered its Order Appointing Receiver, appointing Eric Grothe as Receiver over the Collateral.

G. On December 11, 2008, and on December 18, 2008, Seller gave notice of private sale in accordance with CRS § 4-9-610 and, as a result of which, Seller is authorized pursuant to CRS § 4-9-617 to transfer title to the Collateral on behalf of Borrowers and Holdings.

H. Seller now desires to sell certain assets (which constitute a portion of the Collateral) to Purchaser, and Purchaser desires to purchase such assets from Seller through a private foreclosure sale under CRS § 4-9-610 on the terms and conditions set forth in this Agreement (the "Private Sale Transaction").

I. The parties are entering into this Agreement to effectuate the Private Sale Transaction, subject to and conditioned upon the terms set forth in this Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. Purchase and Sale of Transferred Assets. Seller agrees that on the Closing Date (as defined below), it shall sell to Purchaser and Purchaser agrees to purchase from Seller through a private sale under § 9-610 of the Uniform Commercial Code of Borrowers' and Holdings' right, title and interest in and to the assets located at the Plasmon facility at 9925 Federal Drive, Suite 100, Colorado Springs, Colorado (the "Plasmon Facility"), but excluding the Excluded Assets (defined below), including without limitation the following (collectively, the "Transferred Assets"):

- a. The inventory and equipment set forth in the Perpetual Inventory dated December 29, 2008, which was delivered to Purchaser on December 29, 2008;
- b. The assets listed in the Master Asset List, a copy of which was previously delivered to Purchaser;
- c. All furniture and fixtures located at the Plasmon Facility;
- d. All equipment located at the Plasmon Facility;
- e. All databases (service DB, ERP Dataflow DB, Development DB);
- f. Customer service lists;
- g. Purchased Contracts (defined below);
- h. Corporate books and records of Borrowers and/or Holdings, including engineering data and notebooks, trade secrets, processes, know how, vendor lists and customer lists provided however that with any records involving corporate governance and employees shall be treated confidential by Purchaser (the "Books and Records"); and

i. Borrowers' trademarks, trade names, web sites, and domain names.

2. Excluded Assets. The following assets are excluded from this Private Sale Transaction (collectively, the "Excluded Assets"):

- a. Accounts Receivable;
- b. Leased equipment owned by third parties;
- c. The inventory listed on Exhibit A attached hereto which will be used to fill pending orders (the "Excluded Inventory");
- d. Holdings ownership interests in Borrowers; and
- e. Excluded Contracts (defined below).

3. Contracts Purchased and Excluded. The parties acknowledge that included within the assets of Borrowers and Holdings are contracts and other agreements, including without limitation, those contracts and agreements described generally on Exhibit B (the "Contracts"). Purchaser may elect to either assume or reject the Contracts by providing written notice of such election to Seller on or before January 31, 2009 (the "Contract Election Deadline"). Contracts which Purchaser elects to assume (the "Purchased Contracts") shall be assigned to Purchaser in an assignment and assumption agreement substantially in the form attached hereto as Exhibit B. Contracts which Purchaser elects to reject and any Contract for which a timely election is not made by the Contract Election Deadline shall be deemed rejected automatically and are collectively referred to as the "Excluded Contracts".

4. Purchase Price; Non-Fundable Deposit. As consideration for the sale, transfer, and conveyance of the Transferred Assets by Seller, Purchaser agrees to pay at Closing [REDACTED] ("Purchase Price") for all of the Transferred Assets. The Purchase Price shall be delivered by Purchaser to Seller at Closing via wire transfer pursuant to the wire transfer instructions used when the Deposit was made. Prior to the execution and delivery of this Agreement, Purchaser made a deposit in the amount of [REDACTED] (the "Deposit"). Purchaser acknowledges that the Deposit is non-refundable. If the transaction contemplated by this Agreement closes, then the Deposit shall be applied to the Purchase Price; if Purchaser fails to close then Seller shall retain the Deposit as liquidated damages. If Seller fails to close the transaction contemplated hereunder the Deposit shall be refunded to Purchaser.

5. Obligations Assumed.

a. Liabilities. Buyer agrees, upon consummation of, and effective as of, the Closing, to assume those (and only those) liabilities of Seller and of Borrowers expressly listed below in this Section 4.a. (collectively, the "Assumed Liabilities"):

- i. Costs and expenses associated with the ownership and operation of the Transferred Assets arising after the Closing;
- ii. Any applicable transfer tax as more fully described Section 11 below and in the Bill of Sale; and
- iii. Any liabilities associated with the Purchased Contracts.

b. Liabilities and Obligations Not Assumed. Except as expressly set forth in Section 4.a. above, Buyer shall not assume or become obligated in any way to pay any liabilities, debts or obligations of Seller or of Borrowers whatsoever, including but not limited to any liabilities or obligations now or hereafter arising from Borrowers' business activities that took place prior to the Closing or any liabilities arising out of or connected to the liquidation and winding down of Borrowers' business. All liabilities, debts and obligations of Seller and of Borrowers not expressly assumed by Buyer hereunder are hereinafter referred to as the "Excluded Liabilities."

c. No Obligations to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon any person or entity other than the parties hereto, or make any person or entity a third party beneficiary of this Agreement, or to obligate either party to any person or entity other than the parties to this Agreement. Assumption by Buyer of any liabilities or obligations of Seller or of Borrowers under Section 4.a. above shall in no way expand the rights or remedies of third parties against Buyer as compared to the rights and remedies such parties would have against Seller or Borrowers if the Closing were not consummated.

d. Books and Records. Purchaser shall comply with all applicable federal, state and local laws and regulations with respect to the Books and Records and any and all confidential employee and customer information.

6. Closing. Subject to satisfaction of the conditions precedent set forth in Sections 6 and 7 below, the closing of the sale (the "Closing") will be held on January 2, 2009. The date on which the Closing is consummated is referred to herein as a "Closing Date."

7. Seller's Conditions Precedent. Seller's obligations to consummate the Closing shall be conditioned upon the satisfaction or waiver of the following:

a. The representations, warranties, and covenants of Purchaser made herein shall have been true when made and at all times after the date when made, to and including the Closing Date, with the same force and effect as if made on and as of each such times, including the Closing Date.

b. As of the Closing Date, the sale of the Transferred Assets by Seller or any of the transactions contemplated hereby are not prohibited by any stay or injunction in any litigation, governmental action, or other proceeding, including, without limitation, the "automatic

stay" under 11 U.S.C. § 362 in any pending case under Title 11 of the United States Code by or against Borrowers.

c. Purchaser shall have paid the Purchase Price.

d. On the Closing Date, the Private Sale Transaction shall not be stayed or subject to other injunction.

8. Purchaser's Conditions Precedent. Purchaser's obligations to consummate the Closing shall be conditioned upon the satisfaction or waiver of the following:

a. The representations, warranties, and covenants of Seller made herein shall have been true when made and at all times after the date when made, to and including the Closing Date, with the same force and effect as if made on and as of each such times, including the Closing Date.

b. As of the Closing Date, the sale of the Transferred Assets by Seller or any of the transactions contemplated hereby are not prohibited by any stay or injunction in any litigation, governmental action, or other proceeding, including, without limitation, the "automatic stay" under 11 U.S.C. § 362 in any pending case under Title 11 of the United States Code by or against Borrowers.

c. Seller shall have executed and delivered to Purchaser a Secured Party Bill of Sale in the form attached as Exhibit C hereto, with respect to the Transferred Assets.

d. On the Closing Date, the Private Sale Transaction shall not be stayed or subject to other injunction.

9. Closing Obligations. At Closing, Purchaser will deliver to Seller the Purchase Price via wire transfer. Seller shall deliver to Purchaser a properly executed Bill of Sale Private UCC Sale in the form of Exhibit C attached hereto and any documentation reasonably required or requested by Purchaser to effectuate the intent of the parties to this Agreement, including documentation required by the United States or foreign patent offices (and otherwise consistent with Article 9 of the Uniform Commercial Code) necessary to implement a proper chain of title in their assignment and ownership records. Following the Closing or the election with respect to Contracts, Purchase will have the right to immediate possession of the Transferred Assets.

10. Representations and Warranties of Seller. Except as expressly set forth in writing in this Agreement, the Transferred Assets are being sold "AS IS" and "WHERE IS" with no representations or warranties of any kind, express or implied, oral or written, with respect to the physical condition, faults or value of the Transferred Assets. There is no warranty relating to title, possession, quiet enjoyment or the like in this disposition. Seller hereby expressly disclaims any and all warranties, express or implied, relating to the Transferred Assets, including without limitation, the warranty of merchantability and fitness for a particular purchase or any other fact or matter not expressly set forth herein. Upon the Closing, Purchaser shall assume all responsibility, shipping costs, storage costs, liability and obligation for the physical condition

and status of the Transferred Assets. Seller makes no express or implied warranties, representations or endorsements whatsoever, including, without limitation, warranties of merchantability, non-infringement or fitness for a particular purpose with regard to the Transferred Assets, and Seller hereby expressly disclaims any such warranties to the maximum extent permitted by applicable law. Seller makes no representation or warranty and have no liability whatsoever on behalf of Seller or any third parties with regard to the operation, performance, nonperformance, quality, availability, completeness, accuracy or security any of the Transferred Assets or the delay, error, or interruption of the flow of information in connection with use of any of the foregoing. Seller has not undertaken any independent investigation (nor does Seller intend to do so) and Seller disclaims any liability as a result of or obligation to do so, to determine if there is any pending, threatened or potential inquiry, claim, investigation, litigation, proceeding or decree by any federal, state or local authority, or administrative agency, or any private party against or relating to the Transferred Assets, or if the Transferred Assets infringe any third party's intellectual property rights. Buyers are sophisticated with respect to the Transferred Assets, and in fact, have more knowledge of, and familiarity with, the Transferred Assets than Seller (who merely foreclosed on a security interest in the Transferred Assets). Notwithstanding the foregoing, Seller represents and warrants to Purchaser, as follows:

a. Seller (i) is a corporation duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation; (ii) has all requisite corporate power and authority to execute, deliver, and perform the transactions contemplated hereby; and (iii) is duly qualified or authorized to conduct business and is in good standing as a foreign corporation in such jurisdictions where failure to be so qualified or authorized could reasonably be expected to have a Material Adverse Effect on Seller. For purposes of the Agreement, a "Material Adverse Effect" shall mean a material adverse effect on the enforceability of the Agreement.

b. The execution, delivery, and performance by Seller of this Agreement and the consummation of the transaction contemplated hereby are within the power of Seller and have been duly authorized by all necessary actions on the part of Seller. The execution of this Agreement by Seller constitutes, or will constitute, a legal valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

c. No consent, approval authorization or order of, or registration or filing with, or notice to, any court or governmental agency or body having jurisdiction or regulatory authority over Seller (or any of its properties) is required for (i) Seller's execution and delivery of this Agreement (and each agreement executed and delivered by it in connection herewith) or (ii) the consummation by Seller of the transactions contemplated by this Agreement (and each agreement executed and delivered by it in connection herewith) or, to the extent so required, such consent, approval, authorization, order, registration, filing or notice has been obtained, made or given (as applicable) and is still in full force and effect.

d. Borrowers and Holdings are in default of their respective obligations under the Loan Documents and other obligations owing to Seller and Seller has validly exercised

its rights under the Loan Documents and applicable law in foreclosing on the Collateral and Transferred Assets.

e. Seller placed Notices of Private Sale Under Uniform Commercial Code, in the forms previously provided to Purchaser in the United States Mail, first class, postage prepaid, addressed to those persons on the mailing list attached to said Notices on December 11, 2008 and on December 18, 2008.

11. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller, as follows:

a. Purchaser (i) is duly organized corporation, validly existing, and in good standing under the laws of the State of Colorado; and (ii) has all requisite corporate power and authority to execute, deliver, and perform the transactions contemplated hereby.

b. The execution, delivery, and performance by Purchaser of this Agreement and the consummation of the transaction contemplated hereby are within the power of Purchaser and have been duly authorized by all necessary actions on the part of Purchaser. The execution of this Agreement by Purchaser constitutes, or will constitute, a legal valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors' right generally and general principles of equity.

c. No consent, approval, authorization or order of, or registration or filing with, or notice to, any court or governmental agency or body having jurisdiction or regulatory authority over Purchaser (or any of its properties) is required for (i) Purchaser's execution and delivery of this Agreement (and each agreement executed and delivered by it in connection herewith) or (ii) the consummation by Purchaser of the transactions contemplated by this Agreement (and each agreement executed and delivered by it in connection herewith) or, to the extent so required, such consent, approval, authorization, order, registration, filing or notice has been obtained, made or given (as applicable) and is still in full force and effect.

d. No person or entity acting on behalf of Purchaser or Seller or any of its affiliates or under the authority of any of them is or will be entitled to any brokers or "finders" fee or any other commission or similar fee, directly or indirectly, from Purchaser or any of its affiliates in connection with any of the transactions contemplated hereby.

12. Expenses. Except as provided in the next sentence, Purchaser and Seller shall each bear their own expenses incurred in connection with the transactions contemplated by this Agreement. Notwithstanding the foregoing, if either party breaches this Agreement, the breaching party shall be responsible for the costs and expenses, including reasonable attorneys' fees, incurred by the other party in enforcing this Agreement against such breaching party by the non-breaching party.

13. Transfer Taxes. Purchaser shall pay all sales, use, excise, stamp, documentary, filing, recording, transfer or similar fees or taxes or governmental charges, as levied by any

taxing authority or governmental agency in connection with the transfer of Transferred Assets contemplated by this Agreement. Prior to the Closing Date, (i) Purchaser shall deliver to Seller evidence that these transactions are exempt from sales tax, or (ii) Purchaser shall remit to Seller any sales tax due as a result of these transactions. Seller hereby agrees to file all necessary documents with respect to such amounts in a timely manner.

14. Plasmon Facility Lease; Post-Closing Occupancy and Employees; Continuing Access to Books and Records.

a. Seller shall pay rent for the month of January 2009 for the Plasmon Facility. Seller will notify the landlord of the Plasmon Facility that the receiver shall abandon the Plasmon Facility on or before January 31, 2009. Purchaser shall be solely responsible for negotiating a new lease with said landlord or otherwise vacating the Plasmon Facility and removing the Transferred Assets therefrom after the Closing. The Closing is not contingent on Purchaser obtaining a lease for the Plasmon Facility.

b. Purchaser may use the Plasmon Facility post-Closing to the extent otherwise permitted by the landlord. Purchaser and Seller agree to act reasonably in their mutual use of the Plasmon Facility after the Closing. Seller and Purchaser agree to mutually and reasonably cooperate in such use so as to avoid and otherwise minimize interference with each other's business.

c. Seller shall be responsible for utility costs and expenses incurred for the Plasmon Facility for the period ending January 16, 2009.

d. Purchaser shall, at its sole expense, take out and maintain in full force and effect casualty and liability insurance in a minimum amount of \$1,000,000.00 for the period commencing on the Closing Date and ending on January 31, 2009. All liability insurance policies required under this section shall, to the extent possible be written to provide that the named insured is Purchaser and that Seller and Receiver shall be additional insureds.

e. Purchase Orders have been or are being processed that involve manufacture and shipping to third parties of the Excluded Inventory. The Excluded Inventory is set forth on Exhibit A attached hereto. Purchaser agrees that it will permit former Plasmon employees to use the Transferred Assets to process the Excluded Inventory for and to make shipments to the purchasers thereof up to and including January 16, 2009. Any of the Excluded Inventory that has not been sold to third parties or otherwise removed from the Plasmon Facility by January 16, 2009, shall become the sole property of Purchaser. Seller agrees to pay the salaries of those former Plasmon employees used to process and ship the Excluded Inventory through January 16, 2009 in accordance with the receiver's current schedule.

f. Purchaser is solely responsible for employing former Plasmon employees and the Closing under this Agreement is not contingent on any such employment.

g. Purchaser shall permit Seller and Borrowers access and use of the Books and Records for wind down and similar corporate purposes that do not compete with Purchaser

following the Closing Date for a period of 18 months. Such access and use shall be permitted during normal business hours and shall be conducted to minimize disruption to Purchaser's post-closing operations.

h. Immediately after Closing, the Plasmon ERP system database shall be copied to allow Seller and/or Borrowers to continue to use certain financial information needed to complete and wind-down the receivership and for Borrowers to wind-down their business affairs (the "Wind-down Data"). The Wind-down Data shall remain on the Unix server after Closing but shall be confidential and treated as such by Purchaser.

15. Indemnity. Purchaser hereby agrees to indemnify, defend and hold Seller, Receiver and Borrowers harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, costs expenses and disbursements of any kind or nature whatsoever (including, without limitation, all reasonable costs and expenses of attorneys) which may be imposed on, incurred by, or asserted against Seller, Receiver or Borrowers, as the case may be, in any way relating to or arising out of, or alleged to relate or arise out of, any action or inaction on the part of Purchaser in connection with the Books and Records or any other confidential employee or customer information or other breach of this Agreement.

16. Notices. Any notice or other communication provided for herein or given hereunder to a party hereto shall be in writing, and shall be deemed given when personally delivered to a party set forth below or when sent by telecopy providing a transmission confirmation (provided that such notice is immediately sent by a recognized overnight delivery service), or three(3) days after mailed by first class mail, registered, or certified, return receipt requested, postage prepaid, or when delivered by nationally-recognized overnight delivery service, with proof of delivery, delivery charges prepaid, in any case addressed as follows.

To Seller:

Silicon Valley Bank
ATTN: C. Diane LeMay
38 Technology Drive, Suite 150
Irvine, CA 92618
Telephone: 949.754.0815
Facsimile: 949.790.9026
dlemay@svbank.com

with a copy to:

Duncan E. Barber, Esq.
Biging Shapiro & Burrus LLP
4582 South Ulster Street Parkway
Suite 1650

Denver, CO 80237
Telephone: (720) 488-0220
Facsimile: (720) 488-7711
dbarber@bsblawyers.com

To Purchaser:

Alliance Technologies, Inc.
ATTN: Chris Carr
3515 E. Saint Vrain Street
Colorado Springs, Colorado 80909
Telephone: 719.574.1869
Facsimile: 719.574.1526
Email:

with a copy to:

Richard W. Hanes, Esq.
Hanes & Schutz, LLC
102 South Tejon Street
Colorado Springs, Colorado 80903
Telephone: 719.260.7900
Facsimile: 719.260.7904
Email: RWH@haneschutz.com

17. Miscellaneous.

a. Entire Agreement. This Agreement, together with the schedules and exhibits attached hereto, constitutes the entire agreement of the parties hereto regarding the purchase and sale of the Transferred Assets, and all prior agreements, understandings, representations and statements, oral or written, are superseded hereby.

b. Captions. Section captions used in this Agreement are for convenience only, and do not affect the construction of this Agreement.

c. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof and shall be deemed an original signature for all purposes.

d. Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

e. Further Assurances. At any time or from time to time after the Closing, without further consideration, Seller shall, at the request of Purchaser, execute and deliver such further instruments and document as Purchaser may reasonably request as may be reasonably necessary to evidence or effect the consummation of the transactions contemplated by this Agreement.

f. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Purchaser and Seller. No waiver by any party hereto of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

g. Governing Law. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Colorado (without reference to conflicts of law principles).

h. Waiver of Trial by Jury. SELLER AND PURCHASER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO, THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. SELLER AND PURCHASER HEREBY AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE OTHER PARTY OR PARTIES HERETO TO WAIVER OF ITS OR THEIR RIGHT TO TRIAL BY JURY.

i. Submission to Jurisdiction; Selection of Forum. EACH PARTY HERETO (A) AGREES THAT IT SHALL BRING ANY ACTION OR PROCEEDING IN RESPECT OF ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTAINED IN OR CONTEMPLATED BY THIS AGREEMENT, WHETHER IN TORT OR CONTRACT OR AT LAW OR IN EQUITY, EXCLUSIVELY IN (I) THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLORADO OR IN THE EVENT THAT SUCH COURT LACKS SUBJECT MATTER JURISDICTION OVER THE ACTION OR PROCEEDING, (II) IN AN APPROPRIATE STATE COURT LOCATED IN EL PASO COUNTY, COLORADO IS HEREAFTER REFERRED TO AS THE "CHOSEN COURT") AND (B) IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE CHOSEN COURT, (C) WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO LAYING VENUE IN ANY SUCH ACTION OR PROCEEDING IN THE CHOSEN COURT, (D) WAIVES ANY ARGUMENT THAT THE CHOSEN COURT IS AN INCONVENIENT FORUM OR DOES NOT HAVE JURISDICTION OVER ANY

PARTY THERETO, AND (E) AGREES THAT SERVICE OR PROCESS UPON ANY PARTY IN ANY SUCH ACTION OR PROCEEDING SHALL BE EFFECTIVE IF NOTICE IS GIVEN IN ACCORDANCE WITH SECTION 13 OF THIS AGREEMENT.

j. Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean "including without limitation".

k. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

l. Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Neither party may assign its rights or interests hereunder without providing the other party with prior written notice; provided, however, that Purchaser shall be entitled to assign its rights under this agreement to an entity wholly-owned by it. Neither party may delegate all or any of its obligations or duties hereunder, without the prior written consent of the other party.

m. Fees and Expenses. Seller and Purchaser shall each bear their own expenses, including but not limited to legal fees, incident to the negotiation and preparation of this Agreement and the consummation of the transactions contemplated hereby.

n. Confidentiality. Purchaser and Seller agree that they will hold in confidence all information, data and documents obtained by them or any of their representatives from any representative, officer or employee of each other, and that none of them nor any of their representatives will disclose any such information, data or documents to any third party and none of them will discuss this Agreement or the transactions contemplated hereby with any party other than officers, employees, agents and representatives of the party or their legal counsel and financing sources deemed necessary to the completion of the transactions described herein.

o. Survival. The parties' representations, warranties and obligations contained in this Agreement shall survive the Closing.

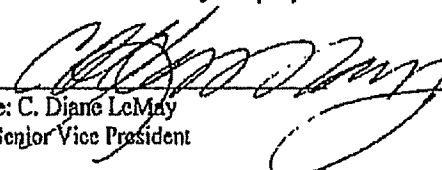
IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed as of the day and year first above written.

SELLER:

SILICON VALLEY BANK, a State Chartered Bank

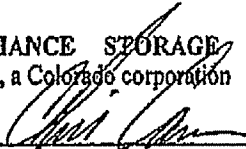
Pursuant to CRS § 9-617

For itself and for and on behalf of Plasmon, Inc. a Delaware corporation; Plasmon IDE, Inc., a Minnesota corporation; Plasmon LMS, Inc., a Delaware corporation; and Plasmon Holdings, LLC, a Delaware limited liability company

By: 
Name: C. Diane LeMay
Its: Senior Vice President

PURCHASER:

ALLIANCE STORAGE TECHNOLOGIES, INC., a Colorado corporation

By: 
Name: Chris Carr
Its: CEO/President

BILL OF SALE PRIVATE UCC SALE

THIS BILL OF SALE PRIVATE UCC SALE (the "Bill of Sale"), dated as of January 2, 2009, is by and between **SILICON VALLEY BANK**, a State Chartered Bank ("Seller"), as authorized pursuant to Colorado Revised Statute § 4-9-617, on behalf of Plasmon, Inc. a Delaware corporation ("INC"), Plasmon IDE, Inc., a Minnesota corporation ("IDE"); Plasmon LMS, Inc., a Delaware corporation ("LMS"), and Plasmon Holdings, LLC, a Delaware limited liability company ("Holdings"), (collectively, INC, IDE, LMS and Holdings are referred to as the "Debtor") and **ALLIANCE STORAGE TECHNOLOGIES, INC.**, a Colorado corporation ("Buyer").

Recitals

A. Seller and Buyer are parties to that certain Secured Creditor Asset Purchase Agreement dated December 31, 2008 (the "Purchase Agreement"). Capitalized terms used in this Bill of Sale and defined in the Purchase Agreement shall have the meanings set forth in the Purchase Agreement unless otherwise defined herein.

B. Under the Purchase Agreement, Seller agreed to sell and Buyer agreed to buy the Transferred Assets, as more fully described in the Purchase Agreement (the "Assets").

C. Seller has exercised its post-default remedies with respect to the Assets and has noticed the sale of the Assets to Buyer by private UCC sale in accordance with C.R.S. § 4-9-610 of the Uniform Commercial Code (the "UCC Foreclosure Sale").

D. In accordance with C.R.S. § 4-9-617, Seller and Buyer now desire to confirm the conveyance of all of Debtor's rights, title and interest in and to the Assets to Buyer as a result of the UCC Foreclosure Sale.

Agreements

NOW THEREFORE, for [REDACTED] dollars (\$ [REDACTED]), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller, for itself and for and on behalf of Debtor, hereby sells, conveys, transfers and assigns unto Buyer, its successors and assigns, all of Debtor's interest in the Assets.

SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE TITLE TO THE ASSETS; THE CONDITION, DESIGN, OR QUALITY OF THE ASSETS; THE FITNESS OF THE ASSETS FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE ASSETS; COMPLIANCE OF THE ASSETS WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; PATENT INFRINGEMENT; LATENT DEFECTS; THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE ASSETS OR THE CONFORMITY OF THE ASSETS TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO; THE OPERATION, USE, OR PERFORMANCE OF THE ASSETS; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ASSETS. BUYER ALSO ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR

DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION, USE OR PERFORMANCE OF THE ASSETS.

SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY PERSON WHOMSOEVER (INCLUDING LESSEES OR PURCHASERS OF ALL OR ANY OF THE ASSETS) FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEYS FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY, OR CONSEQUENTIALLY BY THE ASSETS OR ANY PART THEREOF OR PRODUCTS THEREFROM, BY ANY INADEQUACY OF THE ASSETS OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM SELLER'S OR BUYER'S NEGLIGENCE OR OTHERWISE, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT THE ASSETS.

Buyer acknowledges that Seller has made no representation or warranty concerning the location of the Assets nor whether all of the Assets are in existence or operational. BUYER PURCHASES THE ASSETS "AS IS" AND WHERESOEVER LOCATED, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. Buyer accepts the Assets subject to the terms of this Bill of Sale, and subject to the terms, conditions, and warranties contained in the Purchase Agreement.

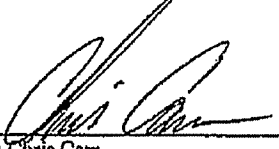
Buyer agrees to be responsible for all taxes, that are now existing or hereafter are incurred, assessed, or imposed on the Assets or as a result of the ownership or sale of the Assets. Buyer hereby agrees to hold Sellers harmless from and against any and all taxes, that are now existing or are hereafter incurred, assessed or imposed on the Assets or as a result of the ownership of the Assets.

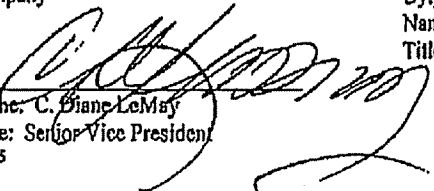
SILICON VALLEY BANK, a State Chartered Bank BUYER:

Pursuant to § 9-617

For itself and for and on behalf of Plasmon, Inc. a Delaware corporation, Plasmon IDE, Inc., a Minnesota corporation; Plasmon LMS, Inc., a Delaware corporation; and Plasmon Holdings, LLC, a Delaware limited liability company

ALLIANCE STORAGE TECHNOLOGIES, INC., a Colorado corporation

By: 
Name: Chris Carr
Title: CEO/President

By: 
Name: C. Diane LeMay
Title: Senior Vice President
87175

Active Patents (United States)

Title	Status	App. No.	Date Filed	Patent No.	Issue Date
DOUBLE PICKER DRIVE MULTIPLEXING MECHANISM	Granted	08/552468	09-Nov-95	5602821	11-Feb-97
FLIPPER MECHANISM FOR DOUBLE-SIDED MEDIA	Granted	09/238111	27-Jan-99	5995459	30-Nov-99
OPTICAL DISK CARTRIDGE HANDLING APPARATUS	Granted	07/602631	24-Oct-90	5123000	16-Jun-92
DATA MEDIA STORAGE LIBRARY WITH INTERCHANGEABLE MEDIA STORE AND DRIVES	Granted	08/744207	05-Nov-96	6359855	19-Mar-02
MECHANICALLY ACTUATED PICKER FOR DATA STORAGE LIBRARY	Granted	09/544364	06-Apr-00	6454509	24-Sep-02
AUTOMATIC MAPPING AND EFFICIENT ADDRESS TRANSLATION FOR MULTI-SURFACE, MULTI-ZONE STORAGE DEVICES	Granted	09/515536	29-Feb-00	6467014	15-Oct-02
TRACK ADDRESSING METHOD AND APPARATUS	Granted	07/545859	29-Jun-90	5126991	30-Jun-92
ENHANCED ADAPTIVE AND SELECTIVE ISI CANCELLATION FOR A READ CHANNEL IN STORAGE TECHNOLOGIES	Granted	09/561485	28-Apr-00	6205103	20-Mar-01
ENHANCED ADAPTIVE AND SELECTIVE ISI CANCELLATION FOR A READ CHANNEL IN STORAGE THECHNOLOGIES	Granted	09/767997	23-Jan-01	6407970	18-Jun-02
LASER DRIVER WITH NOISE REDUCTION FEEDBACK FOR OPTICAL STORAGE APPLICATIONS	Granted	09/851287	08-May-01	6891868	10-May-05
SYSTEM FOR ENHANCED ASTIGMATIC FOCUS SIGNAL DETECTION	Granted	10/115304	03-Apr-02	6961291	01-Nov-05
OPTICAL DISK CARTRIDGE SPHERICAL ABERRATION COMPENSATION BY WAVELENGTH	Granted	29/154075	15-Jan-02	D466902	10-Dec-02
RELOCATION BATCH PROCESSING FOR DISK DRIVES	Granted	10/712627	13-Nov-03	7200771	03-Apr-07
ROBUST HEADER CONFIGURATION AND METHOD FOR READING SECTOR IDENTIFIERS CONTAINED THEREIN	Granted	10/749163	30-Dec-03	7248557	24-Jul-07
AMPLITUDE MODULATED ADDRESSING IN DISK PREGROOVE	Granted	11/085721	21-Mar-05	7586831	08-Sep-09
METHOD AND APPARATUS FOR MAXIMUM LIKELIHOOD DETECTION	Granted	08/994874	19-Dec-97	6091687	18-Jul-00

ADAPTIVE AND SELECTIVE CANCELLATION OF INTER-SYMBOL INTERFERENCE OF A READ CHANNEL IN STORAGE TECHNOLOGIES	Granted	09/105856	26-Jun-98	6094408	25-Jul-00
OPTICAL HEAD CARRIAGE, TRACKING MECHANISM AND DISPLACEMENT DETECTING MECHANISM	Granted	07/928311	12-Aug-92	5321678	14-Jun-94
ELECTROMAGNETIC OBJECTIVE LENS DRIVING APPARATUS OF OPTICAL DATA RECORDING AND REPRODUCING APPARATUS	Granted	08/098070	28-Jul-93	5414563	09-May-95
INCLINATION OF AN OBJECTIVE LENS IN AN OPTICAL INFORMATION SYSTEM	Granted	08/204655	02-Aug-94	5553052	03-Sep-96
INCLINATION MONITORING SYSTEM	Granted	08/899817	24-Jul-97	5894370	13-Apr-99
INCLINATION MONITORING SYSTEM INCLUDING REFLECTION OF COLLIMATED LIGHT	Granted	08/916047	21-Aug-97	5883709	16-Mar-99
LENS INCLINATION ADJUSTMENT SYSTEM USING AN INTERFEROMETER	Granted	08/899332	23-Jul-97	5917599	29-Jun-99
LENS INCLINATION ADJUSTMENT SYSTEM	Granted	08/899701	24-Jul-97	5896362	20-Apr-99
TRACKING METHOD AND TRACK FORMAT BASED ON RADIAL CROSS-TALK FROM ADJACENT TRACKS	Granted	09/127001	31-Jul-98	6233209	15-May-01

Allowed Trademarks (United States)

Mark	Status	Serial. No.	Date Filed	Reg. No.	Registration Date
NETARCHIVE	Allowed	77492228	05-Jun-08		
ARCHIVE APPLIANCE EXPRESS	Allowed	77540743	06-Aug-08		

Registered Trademarks (United States)

Mark	Status	Serial. No.	Date Filed	Reg. No.	Registration Date
PLASMON	Registered	75525029	24-Jul-1998	2328184	14-Mar-2000
UDO	Registered	78763819	30-Nov-2005	3469464	15-Jul-2008

Active Design Registration (Japan)

Title	Status	App. No.	Date Filed	Patent No.	Issue Date
OPTICAL DISK CARTRIDGE	Granted	2002-018694	11-Jul-2002	1212142	04-Jun-2004

Active Design Registrations (China)

Title	Status	Certificate. No.	Date Filed	Patent No.	Issue Date
OPTICAL DISK CARTRIDGE	Granted	280019	12-Jul-2002	ZL 02332132.6	26-Feb-2003