

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Anacomp, Inc.		07/01/2010	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	LiveNote, Inc.		
Street Address:	610 Opperman Drive		
City:	Eagan		
State/Country:	MINNESOTA		
Postal Code:	55123		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3445174	CASELOGISTIX	
Registration Number:	3533736	CASELOGISTIX	
Registration Number:	3598034	DOCNATIVE	
CORRESPONDENCE DATA			
Fax Number:	(619)764-6701		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6196992651		
Email:	sdtrademark@dlapiper.com		
Correspondent Name:	K. Danica Ray		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101-4297		
ATTORNEY DOCKET NUMBER:	ANACOMP TO LIVENOTE, INC.		
NAME OF SUBMITTER:	K. Danica Ray		
Signature:	/kdray/		

OP \$90.00 3445174

Date:

07/15/2010

Total Attachments: 50

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ASSET PURCHASE AGREEMENT

by and between

**Anacomp, Inc.
as Seller**

and

**LiveNote Inc.,
as Buyer**

July 1, 2010

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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of _____, 2010, by and between ANACOMP, INC., an Indiana corporation ("Seller") and LIVENOTE INC., a Delaware corporation ("Buyer"). The tax identification number for Seller is 35-1144230. The tax identification number for Buyer is 23-2775575.

WHEREAS, Seller develops and maintains a line of software products, collectively referred to as "CaseLogistix" (which includes all prior, current, and in-development versions of CaseLogistix Desktop; CaseLogistix Web Client; CaseLogistix Server components; Waypoint loading tools; Indygo production tools; and CaseProduction production tools), which Seller licenses for use by law firms, corporations and other entities to manage their electronic discovery review processes (such development, maintenance and licensing activities of Seller, the "Line of Business"); and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, certain assets of Seller relating to the Line of Business, upon the terms, in the manner and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I SALE AND PURCHASE OF ASSETS

1.1 Purchased Assets. At the Closing (as defined in Section 1.5), Seller shall sell, assign, transfer and deliver to Buyer, free and clear of all security interests, liens, claims, mortgages, debts, charges, restrictions or other encumbrances (collectively, "Encumbrances"), (except for the Assumed Liabilities and Permitted Liens (as defined in Section 10.14)), the Purchased Assets. As used herein, the term "Purchased Assets" shall mean Seller's right, title and interest in and to all of the assets, properties, and rights of every type and description exclusively relating to the Line of Business, tangible and intangible, wherever located and whether or not reflected on the books and records of Seller, except as otherwise provided in Section 1.2. Except as otherwise provided in Section 1.2, the Purchased Assets shall include, without limitation, Seller's right, title and interest to the following, to the extent such items exist:

(a) all works of authorship comprising original content, training materials, editorial material, product development files, production files, master copies of the Products (as defined in Section 3.15), permission files, ancillary products, works-in-process and inventories of finished product and supplies, in each case exclusively related to the Line of Business, fixed in any tangible form or media, and all software, and other media embodying such works (collectively, the "Works"), including the items listed on Schedule 1.1(a);

(b) all lists of customers, targeted customers, users, institutional contacts, professional associations contacts, licensees, subscribers, suppliers and prospects, in each case

developed or maintained exclusively in connection with the Line of Business, (including, as appropriate, names, addresses, dates and other information customarily maintained exclusively by or for the exclusive benefit of the Line of Business), including the items listed on Schedule 1.1(b);

(c) all marketing information and promotional materials and files and any copies thereof including all market research, product and service feedback, product and service reviews, and focus group materials, in each case, exclusively related to the Line of Business and in any and all media;

(d) the contracts, agreements, licenses, and commitments set forth on Schedule 1.1(d) (collectively, the “Assumed Agreements”);

(e) all claims, causes of action and other rights arising from the Purchased Assets or the Line of Business (including any surviving rights with respect to the Purchased Assets or the Line of Business under any terminated or expired agreements), except to the extent related to Excluded Assets or Excluded Liabilities;

(f) all tangible assets, including without limitation fixed assets, furniture, fixtures, machines, equipment and computer hardware exclusively related to the Line of Business, wherever located, including without limitation the tangible assets listed on Schedule 1.1(f) (collectively, the “Equipment”);

(g) all copyrights (registered and unregistered), patents, websites, domain names, trade names (registered and unregistered), trademarks (registered and unregistered), and service marks (registered and unregistered), and all applications for and derivations of the foregoing, in each case exclusively related to the Line of Business, whether domestic or foreign, including the exclusive rights to the names listed on Schedule 1.1(g) and, in each case, all registrations and applications therefor (together with the Works and Technology (as defined below), the “Seller Intellectual Property”);

(h) all uniform resource locators, trade secrets, know-how, proprietary information, software (including enhancements), computer programs and routines, source code, object code, html code, tools developed in support of production of software development, databases, notes, supporting applications and utilities, customer support logs, scripts, systems and other documentation and user manuals, in each case exclusively related to the Products, including those listed on Schedule 1.1(h) (collectively, “Technology”);

(i) the prepaid expenses paid by Seller exclusively relating to the Purchased Assets, and all deposits and other prepaid items and credits exclusively relating to the Line of Business, in each case as listed on Schedule 1.1(i) (the “Prepaid Items”);

(j) all books and records exclusively related to the Line of Business, including such items stored in computer or by any other means or media;

(k) all property, diskettes, user manuals and data sources exclusively relating to customers of the Line of Business, as well as the originals of all Assumed Agreements and copies of all customer correspondence, in each case exclusively relating to the Line of Business;

(l) all governmental licenses, franchises and permits exclusively related to the Line of Business, to the extent transferable;

(m) all right, title and interest in all security deposits, surety deposits and bonds currently maintained on behalf of Seller which exclusively relate to the Assumed Agreements;

(n) all of the goodwill of Seller exclusively relating to the Line of Business;
and

(o) all other assets, properties, and rights of every kind (other than the assets described in Section 1.2 hereof) exclusively relating to the Purchased Assets or exclusively relating to or used in the Line of Business on the Closing Date.

In confirmation of the foregoing sale, assignment and transfer, Seller shall execute and deliver to Buyer at the Closing (as defined in Section 1.5) a Bill of Sale in the form of Exhibit A (the "Bill of Sale") and such other instruments and assignments as may be reasonably requested by Buyer as necessary to convey to Buyer, or evidence in Buyer, good title to the Purchased Assets.

1.2 Excluded Assets. Other than the Purchased Assets, Buyer will not purchase from Seller any assets, properties or rights of any kind, including without limitation (a) Seller's cash, cash equivalents and accounts receivable, (b) Seller's corporate minute books and stock records, (c) books of account and other records of Seller which are required by law to be kept in Seller's possession, including but not limited to Tax Returns (as defined in Section 3.5), (d) all assets and rights in and with respect to any Employee (as defined in Section 3.9) and any Employee Benefit Plan (as defined in Section 3.18), (e) contracts or agreements other than the Assumed Agreements, (f) any asset which is not exclusively related to the Line of Business, (g) any real estate or real estate leases, (h) any asset set forth on Schedule 1.2, (i) all claims, defenses, counter-claims, causes of action, demands, deposits, prepayments, refunds, rights of recovery, rights of set off and rights of recoupment of any kind or nature and rights and privileges against third parties, in each case to the extent related to Excluded Assets or Excluded Liabilities, (j) all insurance policies and rights thereunder, (k) all tax refunds and credits payable to Seller in connection with taxes previously paid by Seller, (l) all right, title and interest in, to and under any governmental licenses, franchises and permits exclusively related to the Line of Business, to the extent not transferable, (m) all consideration to be received by Seller under this Agreement or any Ancillary Agreement (as defined in Section 3.2) and (n) all other rights of Seller hereunder or thereunder (collectively, the "Excluded Assets"); provided that if a contract or agreement to which Seller is a party and which exclusively relates to the Line of Business does not appear on Schedule 3.11(a) but is identified following the Closing Date, the Buyer may choose, in its sole discretion and upon written notice to Seller, to take assignment of such contract or agreement as if it had been expressly set forth on Schedule 1.1(d) subject to the terms and conditions of this Agreement and without the payment of any additional consideration (whereupon such contract or agreement shall become an Assumed Agreement).

1.3 Assumed Liabilities. In addition to the Purchase Price (as defined in Section 2.1), Buyer shall assume, and agree to perform, pay or discharge when due, as applicable, by an

undertaking in the form of Exhibit B (the “Undertaking”), as of the Closing Date, (i) the liabilities and obligations under the Assumed Agreements but only to the extent such liabilities or obligations arise from goods or services received by Buyer on or after the Closing Date or arise from goods or services to be provided by Buyer on or after the Closing Date and, in each case, to the extent such Assumed Agreements have been properly assigned to Buyer and are not the result of any failure of timely payment or performance by Seller prior to the Closing Date or any breach by Seller of the Assumed Agreements prior to the Closing Date, (ii) Seller’s obligations with respect to the Prepaid Items and (iii) Seller’s obligations under the Assumed Agreements with respect to the repair or return of any product licensed or delivered in connection with the Line of Business. The liabilities and obligations to be assumed by Buyer pursuant to this Section 1.3 are hereinafter sometimes collectively referred to as the “Assumed Liabilities”.

1.4 Excluded Liabilities. Notwithstanding anything in this Agreement to the contrary, Seller shall be responsible for all liabilities and obligations of Seller that are not Assumed Liabilities (the “Excluded Liabilities”), and Buyer shall not assume, or in any way be liable or responsible for, any liabilities or obligations of Seller except as specifically provided in Section 1.3. Without limiting the generality of the foregoing, Buyer shall not assume the following:

(a) any liability or obligation under contracts and other agreements to which Seller is a party or by or to which it or its assets, properties or rights are bound or subject other than the Assumed Agreements;

(b) any liability or obligation arising out of (i) any Taxes (as defined in Section 3.5) owed by Seller, except as provided under Section 6.1, (ii) a breach or default by Seller prior to, on or after the Closing Date under any contract or other agreement (except for a technical breach or default after Closing due to Buyer’s breach or default of an Assumed Agreement to which Seller may be deemed a counterparty), or any tortious or negligent conduct by Seller whether prior to, on or after the Closing Date, (iii) any liability or obligation of Seller to any of its current or former employees, agents or contractors, including without limitation, any employee benefit, accrued salaries and related payroll expenses, severance, change of control payment, or other liability related to the termination of any employee by Seller prior to, on or after the Closing Date and any liability attributable to Seller’s classification of a person as an exempt or non-exempt employee, (iv) any liability or obligation with respect to any Employee Benefit Plan including any liability for any payments of any kind whatsoever under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), the Code, or any comparable Laws (as defined in Section 3.6(a)), or (v) any liability to any current or former employee, agent, or contractor or any governmental agency under any Labor Laws (as defined in Section 3.9(b)) and the payment of Taxes;

(c) any liability or obligation owed by Seller to any Affiliate (as defined in Section 6.3(f)) of Seller; or

(d) any liability or obligation of Seller arising out of or in connection with the preparation of this Agreement and the consummation and performance of the transactions contemplated by this Agreement whether or not such transactions are consummated, including, but not limited to, (i) any Tax liability so arising, except as provided in Section 6.1 or (ii) any

liability to which any of the parties may become subject as a result of the fact that the transactions contemplated by this Agreement are being effected without compliance with the provisions of any bulk sales act or any similar statute as enacted in any jurisdiction.

After the Closing Date, Seller shall discharge and satisfy in full when due all liabilities and obligations of Seller related to the Purchased Assets, except (i) during such time as such liabilities and obligations are being contested in good faith, and (ii) to the extent such liabilities and obligations are Assumed Liabilities.

1.5 Closing. The closing of the sale and purchase of the Purchased Assets contemplated hereby (the "Closing") shall take place at a time and on a date to be specified by the parties, which shall be no later than three (3) business days after satisfaction or waiver of each of the conditions set forth in Article VII (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions), unless another time or date is agreed to in writing by the parties hereto (the date upon which the Closing actually takes place being referred to herein as the "Closing Date"). The Closing will be held at the offices of Edwards Angell Palmer & Dodge LLP, Three Stamford Plaza, 301 Tresser Boulevard, Stamford, Connecticut 06901, unless another place or manner is agreed to in writing by the parties hereto, or remotely via the exchange of documents and signatures in PDF format or by facsimile. The Closing shall be deemed to occur at 12:01 a.m. (EDT) on the Closing Date.

ARTICLE II CONSIDERATION AND PAYMENT

2.1 Purchase Price. The purchase price for the Purchased Assets shall be Five Million Two Hundred Fifty Thousand Dollars (\$5,250,000) plus the Assumed Liabilities (the "Purchase Price"), subject to adjustment as set forth herein.

2.2 Payment of Purchase Price. The Buyer shall pay the Purchase Price minus Seller's good faith estimate of deferred revenue associated with Assumed Liabilities, as specifically set forth on Schedule 2.2 (collectively, the "Adjusted Purchase Price") at the time of the Closing via wire transfer of immediately available funds to such accounts as designated by Seller in writing at least three (3) days prior to the Closing (the "Wire Direction Letter"), as follows:

(a) to Wilmington Trust (the "Escrow Agent") under the Escrow Agreement (as hereinafter defined in Section 7.1(k)), an amount equal to Five Hundred Twenty Five Thousand Dollars (\$525,000) (the "Escrow Amount"). The Escrow Amount shall be held by the Escrow Agent for up to 18 months (subject to retention thereafter of such amounts as are necessary on account of claims pending on such date) to secure Seller's obligations under this Agreement and shall be released in the manner set forth in the Escrow Agreement.

(b) to the Persons (as defined in Section 6.3(g)) set forth in the Wire Direction Letter, an amount equal to the current outstanding balance (including any interest and/or payoff fees or penalties) as of the Closing required to release all Encumbrances (except for Permitted Liens) on the Purchased Assets regardless of when due; and

(c) the balance of the Adjusted Purchase Price after giving effect to the payments set forth in Section 2.2(a) and Section 2.2(b) to Seller, as set forth in the Wire Direction Letter.

2.3 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets in accordance with Schedule 2.3 (the “Allocation”). Seller and the Buyer will report the Allocation as provided in Section 1060 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder and agree to prepare and file all income Tax Returns (including, but not limited to IRS Form 8594) in a manner consistent with the Allocation. Neither Buyer nor Seller shall take any position (whether in audits, Tax Returns, or otherwise) that is inconsistent with the Allocation unless required to do so by applicable law. Any adjustments to the Purchase Price pursuant to this Agreement shall result in an adjustment to the Allocation to reflect the proportionate change amongst those classes of assets (or assets that correspond to the liabilities), including, without limitation, goodwill, that caused the adjustment to the Purchase Price. The parties agree that the following open source software components are not being sold for profit pursuant to this Agreement nor are they to be considered part of the Purchase Price: (i) The VB Zone component, and (ii) Code Project, in particular, adding and using 32 bit alpha blended images and icons to the image list component

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer, as of the date hereof (except as to any representation or warranty which specifically relates to another date) and as of the Closing Date, as follows:

3.1 Due Organization and Qualification.

(a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana. Seller has the corporate power and lawful authority to own, lease and operate its assets, properties and business and to carry on the Line of Business as now conducted. Seller is qualified to transact business and in good standing in each jurisdiction in which the nature of the Line of Business or location of the property used therein requires such qualification as set forth on Schedule 3.1(a), except where the failure to be so qualified would not have a Material Adverse Effect (as defined in Section 3.4). Except as set forth on Schedule 3.1(a), with respect to the Line of Business, Seller does not file any franchise, income or other tax returns in any other jurisdiction based upon the ownership or use of property therein or the derivation of income therefrom in each case in connection with the Line of Business. Seller does not own or lease property exclusively relating to the Line of Business in any jurisdiction other than its jurisdiction of formation and the jurisdictions set forth on Schedule 3.1(a).

3.2 Authority to Execute and Perform Agreements. Seller has the full legal right and power and all authority and approval required to enter into, execute and deliver this Agreement and the agreements contemplated hereby (the “Ancillary Agreements”) to which it is a party and to perform fully its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Ancillary Agreements to which it is a party by Seller and the consummation

by Seller of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action, and no other corporate proceedings on the part of Seller are necessary to authorize this Agreement and the Ancillary Agreements or to consummate the transactions so contemplated. This Agreement and the Ancillary Agreements to which Seller is party have all been duly executed and delivered and are the valid and binding obligations of Seller enforceable against Seller in accordance with their terms, except as may be limited by bankruptcy, moratorium, insolvency or other similar laws generally affecting the enforcement of creditors' rights.

3.3 Financial Information.

(a) Attached as Schedule 3.3(a) is certain financial information related to the Line of Business, all of which information is accurate and prepared in good faith to fairly represent an accounting of the Line of Business information shown therein for the periods contemplated thereby.

(b) Attached as Schedule 3.3(b) is the consolidated unaudited balance sheet of Seller as of September 30, 2009 and May 31, 2010, and the Pro-Forma (as defined herein) consolidated unaudited income statements of Seller for the fiscal years ended September 30, 2008 and September 30 2009, and the year-to-date period ended May 31, 2010, (collectively, the "Seller Financial Statements"), which statements are accurate and prepared in good faith to fairly represent an accounting of the consolidated financial position and business operations of Seller as of such dates and for such periods contemplated thereby. "Pro-Forma" means all of the consolidated transactions and operations of Seller, except that the income statement transactions of the Line of Business have been eliminated from the income statements contained in the Seller Financial Statements.

(c) Schedule 2.2 (Deferred Revenue) is accurate and prepared in good faith to fairly represent an accounting of the deferred revenue associated with the Assumed Liabilities at the time of the Closing.

(d) Seller maintains accurate books and records reflecting its assets and liabilities and maintains proper and adequate internal accounting controls. The minute books of Seller contain true and complete records of all meetings and consents in lieu of meetings of the Board of Directors (and any committees thereof) and of the stockholders of Seller since the date of formation and do not contain any material inaccuracy regarding any transactions relating to the Line of Business referred to in such minutes and consents.

3.4 No Material Adverse Change. Except as set forth on Schedule 3.4, since September 30, 2009, there has not been any Material Adverse Change. As used herein, a "Material Adverse Change" or "Material Adverse Effect" means any change or effect that, individually or in the aggregate, has been or could reasonably be expected to be materially adverse to the business, assets (including intangible assets), condition (financial or otherwise), or results of operations of the Line of Business whether or not covered by insurance; but shall exclude change or effect that directly resulted from (a) conditions generally affecting the industry in which the Line of Business competes and that have not disproportionately affected Seller in relation to its competitors, (b) national or international political or social conditions,

including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States, or (c) changes in applicable Law.

3.5 Tax Matters.

(a) Seller has timely filed all Tax Returns (as defined below) for the reporting of sales Tax obligations that it is required to file with respect to the Line of Business and all such Tax Returns as they relate to the Line of Business were true, correct and complete in all material respects and were prepared in compliance with all applicable laws and regulations. Seller has paid or accrued for all sales Taxes (as defined below) either due and payable on or before the Closing Date or relating to any time on or prior to the Closing Date.

(b) Buyer will not be required to deduct and withhold any amount pursuant to Section 1445 of the Code (as defined below), upon the consummation of the transactions contemplated hereby, and Seller will cause the necessary documents to be provided to Buyer at the Closing to support such non-deduction and non-withholding, including appropriate affidavits referred to in Section 1445(b)(3) of the Code.

(c) Seller is not a “foreign person” within the meaning of Section 1445(b)(2) of the Code.

(d) As used in this Agreement, the following terms shall have the following meanings:

(i) “Code” means the Internal Revenue Code of 1986, as amended, and the applicable Treasury Regulations promulgated thereunder, or corresponding provisions of future laws.

(ii) “Tax Returns” means all returns, declarations, reports, claims for refunds, forms, estimates, information returns and statements required to be filed in respect of any Taxes to be supplied to a taxing authority in connection with any Taxes, including any schedule or attachment thereto, and including any amendment thereof.

(iii) “Taxes” (or “Tax” where the context requires) means all federal, state, county, local, foreign and other taxes (including, without limitation, income, profits, windfall profits, environmental (including taxes under Section 59A of the Code), premium, disability, registration, license, alternative or add-on minimum, stamp, value added, goods and services, estimated, excise, sales, use, occupancy, gross receipts, franchise, ad valorem, severance, capital levy, production, transfer, withholding, employment, social security, unemployment compensation, payroll-related and property taxes, import duties and other governmental charges and assessments, including any liability of Seller for the unpaid Taxes of any Person under Treas. Reg. §1.1502-6 (or any similar provision of state, local, or foreign law) as transferee or successor, by contract or otherwise), whether or not measured in whole or in part by net income, and including deficiencies, interest, additions to tax or interest and penalties with

respect thereto relating to the assets, business or property of Seller with respect to any period or arising out of the transaction contemplated hereby .

(iv) “Treasury Regulations” means the regulations promulgated under the Internal Revenue Code of 1986, as amended (or corresponding future Law), or corresponding future regulations.

3.6 Compliance with Laws; Permits.

(a) Seller has conducted the Line of Business in material compliance with all federal, state, county, local and foreign laws, ordinances, regulations, orders, judgments, injunctions, awards and decrees (collectively “Laws,” and individually, a “Law”). Seller has not made any illegal payment relating to the Line of Business to officers or employees of any governmental or regulatory body, or made any payment to customers of the Line of Business for the sharing of fees or to customers or suppliers of the Line of Business for rebating of charges, or engaged in any other reciprocal practices that violate any Laws, or made any illegal consideration to purchasing agents or other representatives of customers in respect of sales made or to be made by the Line of Business. To the Knowledge of Seller, there are no facts that (with or without notice or lapse of time, or both) could result in Seller being in violation of any Law.

(b) Except as set forth on Schedule 3.6(b), no license, permit, franchise, grant, authorization, certificate, order or approval of any federal, state, county, local or foreign governmental or regulatory body (collectively the “Permits”) is material or necessary for the conduct of the Line of Business as currently conducted. All Permits of Seller exclusively related to the Line of Business are set forth on Schedule 3.6(b) and are in full force and effect, no violations are or have been recorded in respect of any such Permit and no proceeding is pending or, to the Knowledge of Seller, threatened, to revoke or limit any such Permit.

(c) To the Knowledge of Seller, the conduct of the Line of Business as currently conducted does not violate the CANSPAM Act of 2003 (15 U.S.C. 7701 et seq.) (the “CANSPAM Act”) or similarly applicable Law governing the transmittal of unsolicited commercial electronic messages.

(d) To the Knowledge of Seller, the conduct of the Line of Business as currently conducted does not violate the Copyright Act of 1976, as amended (17 U.S.C. 101 et seq.) (the “Copyright Act”) or similarly applicable Law. Specifically, Seller represents and warrants that, to its Knowledge, (i) it is not infringing any third party rights under the Copyright Act or similarly applicable law and (ii) Seller owns the copyright in all copyrightable works used by Seller in the conduct of the Line of Business as currently conducted (except if licensed or otherwise lawfully used by Seller), including those prepared by employees or independent contractors of Seller.

(e) To its Knowledge, Seller is currently conducting the Line of Business in accordance with applicable Laws governing privacy, security or confidentiality and has conducted the Line of Business in compliance with such Laws since the same first became applicable to it.

(f) Neither Seller nor, to Seller's Knowledge, any other Person associated with or acting on behalf of the Line of Business has directly or indirectly, in connection with the Line of Business, (x) made any contribution, gift, bribe, rebate, payoff, influence payment, kickback, or other payment to any Person, private or public, domestic or foreign, regardless of form, whether in money, property, or services (i) in violation of any Law, or (ii) to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns, (y) violated any applicable export control, money laundering or anti-terrorism Law, or otherwise taken any action that would be in violation of the Foreign Corrupt Practices Act of 1977, as amended, or (z) established or maintained any fund or asset with respect to the Line of Business that has not been recorded in its books and records.

3.7 No Breach. Seller's execution, delivery and performance of this Agreement and the Ancillary Agreements to which it is a party and the consummation of the transactions contemplated hereby and thereby will not violate, conflict with or otherwise result in the breach or violation of any of the terms and conditions of, result in a modification of the effect of or constitute (or with notice or lapse of time or both would constitute) a default under (a) the constituent or governing documents of Seller; (b) any contract or agreement to which Seller is a party or by or to which the Line of Business or any of its assets or properties are bound or subject; (c) any statute or any regulation, order, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory body against, or binding upon or applicable to Line of Business; or (d) any Permit. Except as set forth on Schedule 3.7, no approval or consent of, or notice to, any Person is needed in order that the contracts or other agreements set forth on Schedule 1.1(d) hereto not be in breach as a result of the consummation of the transactions contemplated by this Agreement and no obligations of Seller or any rights of the counter party will be triggered or increased under any of the contracts or other agreements set forth on Schedule 1.1(d) hereto as a result of the execution, delivery or performance of this Agreement and the consummation of the transactions contemplated herein.

3.8 Litigation. There are no outstanding orders, judgments, injunctions, awards or decrees of any court, governmental or regulatory body or arbitration tribunal against or involving Seller that relates to the Line of Business. Seller is not now, nor has it been since the time it acquired the Line of Business, a party to or, to the Knowledge of Seller, threatened with any litigation or judicial, administrative or arbitration proceeding that relates to the Line of Business. There is no dispute between Seller and the counterparty to any Assumed Agreement. To the Knowledge of Seller, except as set forth on Schedule 3.8, there is no fact, event or circumstance that may give rise to any action, suit, claim or proceeding that would be required to be disclosed under this Section 3.8 if currently pending or threatened. There are no actions, suits, claims or proceedings pending or, to the Knowledge of Seller, threatened that would give rise to any right of indemnification on the part of any past or present director, officer or manager of Seller or the heirs, executors or administrators of such director, officer or manager against Seller or any successor to its business by reason of actions or inactions with respect to the Line of Business.

3.9 Employment Matters.

(a) Schedule 3.9(a) separately sets forth all of the full time and part time employees of Seller employed exclusively in connection with the Line of Business (each an "Employee" and collectively, the "Employees"), including for each such Employee: name, job

title, work location (identified by street address), current compensation paid or payable, all wage arrangements and fringe benefits (other than employee benefits applicable to all employees, which benefits are set forth on a separate list on Schedule 3.9(a)). To Seller's Knowledge, no Employee is a party to, or is otherwise bound by, any agreement or arrangement, including any confidentiality or non-competition agreement, that in any way adversely affects or restricts the performance of such Employee's duties. Each current and former Employee has executed a nondisclosure and assignment-of-rights agreement for the benefit of Seller vesting all rights in work product created by the Employee during the Employee's employment or affiliation with Seller. To Seller's Knowledge and except as set forth on Schedule 3.9(a), no Employee intends to terminate his or her employment with Seller. No Employee will be entitled to receive any payment or benefit as a result of the transaction contemplated by this Agreement. Seller has not at any time during the last three (3) years had, nor to Seller's Knowledge, is there now threatened, any walkout, strike, union activity, picketing, work stoppage, work slowdown, any effort to organize or any other similar occurrence or any attempt to organize or represent the labor force of Seller. Except as set forth on Schedule 3.9(a), to Seller's Knowledge, each Employee is (i) a United States citizen or lawful permanent resident of the United States, (ii) a legal immigrant with a valid alien registration receipt card (form I-551) as of the date hereof, (iii) a nonimmigrant possessing a current valid form I-94 as of the date hereof, or (iv) a foreign temporary worker possessing a current valid H-1B visa as of the date hereof. Seller has completed and filed with the applicable governmental or regulatory authority, in compliance in all material respects with applicable Law, a Form I-9 (Employment Eligibility Verification) for each Employee and each such Form I-9 has since been updated as required by applicable Law and is correct and complete in all material respects as of the date hereof. With respect to each Employee who is not a "United States Worker" (as defined in 20 CFR Section 655.175), an authorized official of Seller has reviewed the original documents relating to the employment eligibility and authorization of such Employee to be employed in the United States in compliance with applicable Law and such documents appeared, to such official, to be genuine on their face.

(b) Seller has, or will have no later than the date it is required to do so by applicable Law, paid all salaries, bonuses, commissions, wages, severance, and accrued vacation pay of the Employees accrued or payable through the Closing Date. Seller is in compliance, in all material respects, with all Laws governing the employment of labor, including but not limited to, all contractual commitments and all such laws relating to wages, hours, collective bargaining, discrimination, civil rights, safety and health, workers' compensation and the collection and payment of withholding and/or Social Security Taxes and similar Taxes, including, but not limited to, the Age Discrimination in Employment Act, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Employee Retirement Income Security Act, the Fair Labor Standards Act (29 U.S.C. §201, et seq.) ("FLSA"), the Americans with Disabilities Act, the Sarbanes-Oxley Act of 2002, the Worker Adjustment and Retraining Notification Act, as amended, the Occupational Safety and Health Act, as amended, the Family and Medical Leave Act (29 U.S.C. §2601, et seq.), and all comparable state and local Laws (collectively the "Labor Laws"). Seller has, during the five (5) year period prior to the date of this Agreement, conducted the Line of Business in material compliance with all applicable Labor Laws. Seller has withheld all amounts required by Law or agreement to be withheld from the wages or salaries of its Employees and is not liable for the payment of any arrears of wages or other Taxes, penalties, fines or other compensation of any kind, however designated, for failure to comply with any of the foregoing. Seller has maintained adequate and suitable records

regarding the service of each Employee including records of working time. Seller has properly classified its Employees pursuant to the FLSA. There are no controversies pending or to the Knowledge of Seller threatened between Seller, on the one hand, and any of its Employees (or former Employees), or any labor union or other collective bargaining unit representing any of their Employees, on the other hand. No investigation, review or proceeding by any governmental entity with respect to Seller in relation to any actual or alleged violation of any Labor Laws is pending or, to the Knowledge of Seller, threatened, nor has Seller received any notice from any governmental entity indicating an intention to conduct the same. No union or other collective bargaining unit or employee organizing entity has been certified or recognized by Seller as representing any of its employees.

(c) Schedule 3.9(c) of the Disclosure Schedule contains a true and complete list of any and all employment, change in control, severance, retention, termination and other similar employment agreements, arrangements or policies, whether written or oral, between Seller and any Employee other than at-will employment arrangements but including all agreements, arrangements or policies that affect at-will employees.

3.10 Contractor Matters. Schedule 3.10 contains a complete and accurate listing of the following information for each independent contractor, consultant or freelancer used by Seller in connection with the Line of Business at any point during the prior three (3) years (collectively, the "Contractors"): name (if an entity, including the name of the individuals at such entity), contact information, services performed, title (if any), work location (identified by street address), compensation paid or payable, dates of use, term of agreement (with respect to currently utilized or retained Contractors only), commission arrangements and any non-cash compensation. To the Knowledge of Seller, no such Contractor is a party to, or is otherwise bound by, any agreement or arrangement, including any confidentiality or non-competition agreement, that in any way adversely affects or restricts the performance of such Contractor's duties for the Line of Business. Each independent contractor, consultant or freelancer ever retained to create, modify or work with respect to Seller Intellectual Property has executed a nondisclosure and assignment of rights agreement for the benefit of Seller and Seller is the owner of all rights in and to all intellectual property created by each such independent contractor, consultant or freelancer in performing services for the Line of Business. To the Knowledge of Seller, no current Contractor used by Seller intends to terminate his or her or its relationship with Seller. Seller has no obligation or liability with respect to any Taxes (or the withholding thereof) in connection with any Contractor. Seller has properly classified, pursuant to the Code, Labor Laws and any other applicable Law, all Contractors used by Seller at any point to perform services for the Line of Business.

3.11 Contracts.

(a) Schedule 3.11(a) sets forth all of the contracts and other agreements to which Seller is a party or by which the Purchased Assets are bound or subject, whether oral or written, and that exclusively relate to the Line of Business, including, without limitation, the following that exclusively relate to the Line of Business: (i) contracts and other agreements with any current or former officer, director, employee, consultant, agent or stockholder, and contracts and other agreements with any labor union or association representing any employee; (ii) contracts and other agreements with customers; (iii) contracts and other agreements for the sale

or license of products or other materials, supplies, equipment, merchandise, intellectual property or services; (iv) contracts for lease of real property; (v) software development contracts; (vi) copyright licenses, content licenses, royalty agreements or similar contracts; (vii) warehousing, distributorship, depository, representative, agency, management, marketing, franchise, sales, advertising agreements or other vendor agreements; (viii) contracts and other agreements for the sale of Seller's assets or properties or for the grant to any Person of any preferential rights to purchase Seller's assets or properties; (ix) joint venture, partnership or development agreements; (x) contracts or other agreements under which Seller agrees to indemnify any party, to share Tax liability of any party, or to refrain from competing with any party; (xi) any financing agreements; (xii) contracts and other agreements containing covenants of Seller not to compete in any line of business or with any Person in any geographical area or covenants of any other Person not to compete with Seller in any line of business or in any geographical area; (xiii) options held by Seller to acquire securities or all or any portion of the assets, properties or business of another Person; (xiv) any agreement between Seller, on the one hand, and third parties on the other hand, relating to the exploitation by third parties of any rights in and to the Line of Business; (xv) contracts with any governmental authority; or (xvi) any other material contract or other agreement, whether or not made in the ordinary course of business. Any contract or agreement that is required to be disclosed on Schedule 3.11(a) may be referred to as a "Material Contract," and, collectively, as the "Material Contracts." The Material Contracts negotiated by Seller were negotiated at arms' length and in good faith on the part of Seller.

(b) All of the Material Contracts have been delivered or made available to Buyer (or where a contract or other agreement is other than in writing, Schedule 3.11(a) contains a true, accurate and complete summary of the material terms of such contract or agreement) and are valid, subsisting agreements, in full force and effect and binding upon the parties thereto in accordance with their terms, except as may be limited by bankruptcy, moratorium, insolvency or other similar laws generally affecting the enforcement of creditors' rights, and Seller is not in default under any of them nor, to the Knowledge of Seller, is any other party to any such contract or other agreement in default thereunder, nor does any condition exist which with notice or lapse of time or both would constitute a default thereunder.

3.12 Title. As of the date hereof, Seller has, and on the Closing Date immediately prior to Closing Seller will have, good and marketable title to, or a valid leasehold interest in or right to use, all of the Purchased Assets free and clear of all Encumbrances other than Permitted Liens. At the Closing, Seller will transfer to Buyer good and marketable title to, or a valid leasehold interest in, the Purchased Assets, free and clear of all Encumbrances other than Permitted Liens.

3.13 Condition and Sufficiency of Assets.

(a) Except as set forth on Schedule 3.13, the Purchased Assets constitute all of the assets, rights, franchises and properties that are necessary to permit the Buyer to engage in the Line of Business from and after the Closing Date in substantially the same manner and to the extent as the Line of Business is currently conducted by Seller.

(b) All items of Equipment and other tangible assets of Seller currently used by Seller in the conduct of the Line of Business are in good operating condition, normal wear

and tear excepted, have been regularly and properly serviced and maintained in a manner that would not void or limit the coverage of any warranty thereon, other than items currently under, or scheduled for, repair or construction, and are adequate and fit to be used for the purposes for which they are currently used in the manner they are currently used and sufficient for the continued conduct of the Line of Business after the Closing in substantially the same manner that Seller engages therein prior to the Closing.

3.14 Intellectual Property.

(a) Schedule 3.14(a) sets forth all Seller Intellectual Property, created, used and/or owned by Seller and exclusively related to the Line of Business (collectively, the “Transferred Intellectual Property”), including all websites, patents, domain names, copyrights, trademarks, service marks and trade names, and all applications for any of the foregoing. In addition, Schedule 3.14(a) sets forth all intellectual property, including all databases, content and software other than off-the-shelf software, licensed to, or utilized by, Seller, other than trade secrets, know-how, and confidential information that is exclusively used in or necessary for the Line of Business, as currently conducted. Schedule 3.14(a) identifies for each item listed whether such item is owned by Seller or, if not owned, what rights Seller has in or to such item. To the extent any Transferred Intellectual Property includes any patents or registered copyrights, trademarks, service marks or trade names, Schedule 3.14(a) identifies for each such item its registration, serial or other identifying number, the applicable jurisdiction and the date of issuance or registration of each such item. All of the patents, copyrights, trademarks, service marks, trade names and domain names that are Seller Intellectual Property and, to Seller’s Knowledge, all of the patents, copyrights, trademarks, service marks and trade names licensed to Seller pursuant to in-bound license agreements set forth on Schedule 3.14(b), that are used or held for use by Seller are valid and enforceable. To the extent any Transferred Intellectual Property includes trade secrets, such trade secrets have been maintained and documented such that (i) a Person generally familiar with the area to which the trade secret or confidential information relates could practice such trade secret and (ii) should one or more employees or Contractors of Seller no longer be providing services to Seller, Seller will still have ownership of and access to such trade secrets.

(b) None of the Transferred Intellectual Property or Products (as defined in Section 3.15) contains any libelous or obscene material, or injurious formula, and to Seller’s Knowledge the Products and Transferred Intellectual Property do not violate or infringe any trade name, trademark, copyright, patent or any other proprietary right of any third party. The rights of Seller in the Products and the Transferred Intellectual Property are free and clear of any Encumbrances. Seller has not received notice of any adversely held patent, invention, copyright, trademark, service mark, trade name or other intellectual property of any other Person or notice of any claim of any other Person relating to any of the Products or Transferred Intellectual Property, and, to the Knowledge of Seller, there is no basis for any such charge or claim. Seller is the applicant of record in all applications for all Seller Intellectual Property (including patents, trademarks, service marks, domain names or copyrights) used or held for use by Seller, and no opposition, extension of time to oppose, interference, rejection or refusal to register is pending in connection with any such application. Except as to customers of Seller who license Products in the ordinary course of business pursuant to valid agreements disclosed on Schedule 3.14(b), no Person has possession of, or any right to possess, any copies or use of the confidential customer

lists, data bases, Technology, or other Seller Intellectual Property. All software, databases and other copyrightable materials of Seller used in connection with the Line of Business, have been licensed to Seller by a third party or assigned to Seller by a third party under the license agreements or assignment agreements listed on Schedule 3.14(b), or prepared by Seller's employees or by Seller's consultants pursuant to written work-made-for-hire or subject to assignment-of-rights agreements, such that Seller is the sole owner of all of the copyrights therein and Seller's ownership and use of such materials does not contravene or conflict with the rights of any other Person. To the extent any Transferred Intellectual Property is licensed to (as opposed to owned by) Seller, Seller has the right to use such Transferred Intellectual Property in the manner currently used by Seller in connection with the Line of Business on a worldwide basis and, except as set forth on Schedule 3.14(b), each such license is irrevocable, fully paid-up, freely transferable and assignable, and is now and immediately following the Closing shall be valid and in full force and effect. No customer-owned intellectual property, including source code resulting from custom enhancements or modifications, is included in the Products and Seller has taken the necessary precautions to cause any customer-owned intellectual property to be segregated from the Products.

(c) Except as set forth on Schedule 3.14(c), all of the Products, in the form existing on the Closing Date, perform in accordance with the documentation and other written material used in connection with the Products and are free of defects in programming, operation or otherwise, contain all current revisions of such products and include all computer programs, materials, tapes, know-how, object and source code, other written materials and processes related to such software. Seller has delivered to the Buyer complete and correct copies of all source code (including all commented versions to the extent the same exist) and user and technical documentation exclusively related to the Line of Business.

(d) To the extent any passwords are used in the conduct of the Line of Business, whether internally or by users of Products, Seller maintains accurate records and logs of such passwords and such records and logs will be available and transferred to the Buyer at Closing. Such list of passwords will be accurate, true and complete.

(e) None of the Products or Seller Intellectual Property, nor to the Knowledge of Seller, any software licensed from a third party exclusively in connection with the Line of Business, contains any virus, disabling or malicious code, computer instructions, circuitry or other technological means intended to disrupt, damage or interfere with operation of, or permit unauthorized access to, applicable software, hardware or products.

(f) Seller has a valid license for each copy of third-party software used by Seller exclusively in connection with the Line of Business. Seller has provided Buyer with a copy of each maintenance and support agreement it has in effect with respect to third-party software incorporated into the Products.

(g) Schedule 3.14(g) identifies the Internet Protocol address for each file transfer site utilized by Seller exclusively in connection with the Line of Business, along with any user identification information or passwords needed for access thereto.

(h) Schedule 3.14(h) identifies each software product and software development kit used to author and compile all software used or owned by Seller or to which Seller has a source code access license exclusively relating to the Line of Business.

(i) Except as set forth on Schedule 3.14(i), none of which will result in any Loss (as defined in Section 8.2) to Seller or Buyer, Seller does not (x) utilize any Open-Source Software (as defined below) in its current Products or (y) currently contemplate utilizing any Open-Source Software in Products currently in development. Seller has provided the source code and related files of Seller provided to Black Duck Software, Inc. ("Black Duck") for inclusion in the Software IP Assessment performed on behalf of the Buyer by Black Duck, including the latest versions of all major releases of the Products, source code and related files currently used by Seller to compile object code, executable current versions, and all versions of the Products under development. Any other versions of the Products not provided to Black Duck contain substantially similar open source sets to those that were included in the Software IP Assessment. The use of any Open-Source Software by Seller in conducting the Line of Business as currently conducted (x) is permissible, (y) does not infringe upon the rights of any third party, and (z) does not violate any agreements, constraints, requirements or restrictions on or relating to such Open-Source Software. No Open-Source Software used, or held for use, by Seller in conducting the Line of Business as currently conducted is used under any license that (i) contains restrictions or constraints that conflict with the current or intended use of such Open-Source Software, (ii) inhibits the ability to preserve the proprietary nature, whether in whole or in part, of any software created by or for use by Seller in conducting the Line of Business as currently conducted or (iii) requires disclosure of the source code of any software created by or for use of Seller in conducting the Line of Business as currently conducted. "Open-Source Software" means all software that is distributed as "free software," subject to license restrictions, "open source software" or under a similar licensing or distribution model, including, but not limited to, the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), the Artistic License (e.g., PERL), the Netscape Public License, the Sun Community Source License (SCSL), the Sun Industry Standards License (SISL), or any other license described by the Open Source Initiative as set forth on www.opensource.org as of the date hereof.

3.15 Products. Schedule 3.15 sets forth a true and complete list of all products or services of the Line of Business that are being sold or offered for sale by Seller, including all versions of the foregoing currently under development (the "Products"). In the ordinary course of business, Seller has caused appropriate notices of copyright, trademark or patent to be included in all Products. Seller has a clean and usable electronic master file for all content used in any Product, and each such master file is kept in a secure location that has been identified in writing to Buyer. To Seller's Knowledge, all Products sold prior to Closing are free of any code that would disable, impede or otherwise harm a computer system or network or damage a file or data without the user's consent.

3.16 Customer and Supplier Lists.

(a) Attached to Schedule 3.16(a) is a list of each customer and supplier of the Line of Business as of the date of this Agreement. The customer list accurately contains (i) the name and address, contract expiration date, termination notice period, and amount of revenues

received during the fiscal years ended September 30, 2008 and September 30, 2009, and for the eight month period ending May 31, 2010, for each such customer and (ii) the name of each Product associated with such revenues. Seller has not licensed, sold or granted any rights to any Person to use any such lists. The supplier list accurately contains the name and address, contract expiration date and amount of payments made during the fiscal years ended September 30, 2008 and September 30, 2009, and for the eight month period ending May 31, 2010, for each such supplier.

(b) To the Knowledge of Seller, except as set forth on Schedule 3.16(b), there has been no indication that any customer or supplier of the Line of Business intends to terminate its agreements with Seller, or otherwise materially and adversely modify its relationship with Seller, or that the acquisition of the Purchased Assets by Buyer will materially and adversely affect the relationships of Buyer (as successor to the Line of Business) with such customers or suppliers.

(c) In the past twelve months, Seller has not made any change in its policies for the pricing of the Products, and Seller has not sold or marketed any of the Products at discounts other than pursuant to the discount policies set forth in Schedule 3.16(c).

3.17 Liabilities. Seller has no direct or indirect indebtedness, liability, claim, loss, damage, deficiency, obligation or responsibility, known or unknown, fixed or unfixed, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute contingent or otherwise exclusively relating to the Line of Business or the Purchased Assets, including, without limitation, liabilities on account of Taxes, other governmental charges or lawsuits brought, whether or not of a kind required by Generally Accepted Accounting Principles to be set forth on a financial statement, which were not fully and adequately reflected in the Seller Financial Statements or on Schedule 3.17, except for (i) liabilities incurred in the ordinary course of business since May 31, 2010, (ii) liabilities and obligations incurred in connection with this Agreement and the transactions contemplated hereby, and (iii) non-material liabilities. Seller reasonably believes that, immediately after the Closing, (i) Seller will be able to pay and will timely pay its financial obligations as they become due in the usual course of its business, except during such time as the financial obligations are being contested by Seller in good faith, and (ii) the remaining assets of the Seller will be sufficient in order for Seller to continue its operations. Seller has not sought or received authority to file a petition in bankruptcy or otherwise instituted an insolvency proceeding. To the Knowledge of Seller, no third party has threatened to file an involuntary petition against Seller.

3.18 Employee Benefit Plans.

(a) For the purposes of this Agreement, "Employee Benefit Plan" means all pension, profit sharing, 401(k), retirement, deferred compensation, stock purchase, stock option or other equity-based compensation plans, incentive, bonus, vacation, employment, severance, retention, change in control and other similar arrangements or agreements, independent contractor severance, disability, hospitalization, sickness, death, medical insurance, dental insurance, life insurance and any other employee benefit plan (whether provided on a funded or unfunded basis, or through insurance or otherwise), agreement, program, policy, trust, fund, contract or arrangement maintained or contributed to by Seller or under which Seller has or

could have any obligations (other than obligations to make current wage or salary payments or sales commissions terminable on notice of 30 days or less) or liabilities, actual or contingent, whether or not legally binding, in respect of, or which otherwise cover, any of the current or former officers, employees or independent contractors of Seller who provide services in respect of the Line of Business or their dependents or beneficiaries.

(b) No Employee Benefit Plan is, and neither Seller nor any of its ERISA Affiliates has ever sponsored an Employee Benefit Plan that is or was, subject to Title IV of ERISA. No Employee Benefit Plan is, and neither Seller nor any of its ERISA Affiliates has ever contributed, or been obligated to contribute, to any, "multiemployer plan" (within the meaning of Sections 3(37) or 4001(a)(3) of ERISA) under Subtitle E of ERISA. Seller has not engaged in, and no transaction contemplated by this Agreement is, a transaction described in Section 4069 or 4212(c) of ERISA. Seller has no liability, absolute or contingent, direct or indirect, under any Employee Benefit Plan that would or could become a liability of the Buyer, as successor employer or otherwise, in connection with the consummation of the transactions contemplated by this Agreement.

3.19 Operations of the Line of Business. Except as set forth on Schedule 3.19, since September 30, 2009, Seller has not:

(a) amended, or agreed to amend, its Articles of Organization or bylaws; or merged with or into or consolidated with, or agreed to merge with or into or consolidate with, any other Person; or changed, or agreed to change, in any manner the character of the Line of Business;

(b) waived, or agreed to waive, any right of material value to Seller relating to the Line of Business;

(c) made, or agreed to make, any change in its accounting methods or practices or made, or agreed to make, any change in depreciation or amortization policies or rates, each with respect to the Line of Business;

(d) materially changed, or agreed to materially change, or take any action inconsistent with, any of its business policies or practices relating to the Line of Business, including, without limitation, collecting receivables, paying payables, advertising, marketing, pricing, purchasing, personnel (including without limitation, bonuses, merit increases or compensation plans), sales, returns, budget or product acquisition policies or practices;

(e) other than for Products sold in the ordinary course of business, sold, abandoned or made, or agreed to sell, abandon or make, any other disposition of any of its assets or properties relating to the Line of Business; or granted or suffered, or agreed to grant or suffer, any Encumbrance on any of its assets or properties relating to the Line of Business;

(f) except in the ordinary course of business or in amounts less than \$5,000 in the aggregate, incurred or assumed, or agreed to incur or assume, any liability (whether or not currently due and payable) relating to the Line of Business;

(g) except for content or equipment acquired in the ordinary course of business, made any acquisition by the Line of Business of all or any part of the assets, properties, capital stock or business of any other Persons or made any commitments to do any of the foregoing;

(h) except in the ordinary course of business, made any sale, assignment, transfer or license of any Products or Transferred Intellectual Property;

(i) except in the ordinary course of business, entered into, or agreed to enter into, any other material contract or other agreement or other material transaction relating to the Line of Business;

(j) hired, or agreed to hire, any Person to perform services exclusively in connection with the Line of Business; entered into or amended, or agreed to enter into or amend, any employment agreement of any Employee; made or agreed to make any payment or commitment to pay severance or termination pay to any Employees, or to consultants, agents or other representatives that exclusively provide services to the Line of Business;

(k) conducted the Line of Business other than in the ordinary course;

(l) terminated or agreed to terminate, or failed to renew, or received any written threat (that was not subsequently withdrawn) to terminate or fail to renew, any contract or other agreement that is or was material to its assets, properties, business, operations or condition (financial or otherwise) exclusively relating to the Line of Business;

(m) suffered or incurred any damage, destruction or loss (whether or not covered by insurance) materially adversely affecting the Line of Business;

(n) established or increased any bonus, insurance, retention, deferred compensation, pension, retirement, profit sharing, stock option (including the granting of stock options, performance awards or restricted stock awards) or other employee benefit plan or arrangement, increased any salary or otherwise increased the compensation payable to or to become payable to any Employee;

(o) failed to make any payment to any creditor of the Line of Business as they have become due and payable, except for such immaterial delays in payment as are consistent with Seller's past practice; or

(p) waived or written off any material amounts or rights to collect Accounts Receivable.

3.20 Affiliate Relationships. No assets used by Seller exclusively in connection with the Line of Business are in the name or possession of any stockholder, officer, director, employee, immediate family member of the foregoing or any other Affiliate of Seller. Schedule 3.20 sets forth every business relationship between Seller, on the one hand, and any officer, director, employee, immediate family member of the foregoing or any other Affiliate of Seller, on the other hand, exclusively relating to the Line of Business.

3.21 Broker. Except as set forth on Schedule 3.21, no broker, finder, agent or similar intermediary has acted for or on behalf of Seller in connection with this Agreement or the transactions contemplated hereby, and no broker, finder, agent or similar intermediary is entitled to any broker's, finder's or similar fee or other commission in connection therewith based on any agreement, arrangement or understanding with Seller or any action taken by Seller. The Purchased Assets were marketed for sale at arm's length for an extended period of time prior to the Closing by a business broker.

3.22 Warranties. Schedule 3.22 discloses and describes (i) the terms of all of Seller's express product, system, service, maintenance, and/or inspection warranties with respect to the Line of Business, and (ii) the warranty claims experience of Seller with respect to the Line of Business since January 1, 2008.

3.23 Insurance. Schedule 3.23 sets forth a list and brief description of all policies of fire, liability, product liability, workmen's compensation, vehicular or other insurance held by or on behalf of Seller, which list also specifies the insurer, the policy number or covering note number with respect to such policies and which describes each pending claim thereunder. Such policies and binders are valid and enforceable in accordance with their terms, are in full force and effect, and insure against risks and liabilities to the extent and in the manner deemed appropriate and sufficient by Seller. Seller is not in default with respect to any provision contained in any such policy or binder and has not failed to give any notice or present any claim under any such policy in due and timely fashion. There are no outstanding unpaid claims under any such policy. Seller has not received or given a notice of cancellation or non-renewal with respect to any such policy.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller, as of the date hereof (except as to any representation or warranty which specifically relates to another date) and as of the Closing Date, as follows:

4.1 Due Incorporation. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the corporate power and lawful authority to own its assets and properties and to carry on its business as now conducted.

4.2 Authority Relative to this Agreement and Ancillary Agreements. Buyer has the full corporate power and authority to execute and deliver this Agreement and any Ancillary Agreement to which it is a party, and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and any Ancillary Agreement to which it is a party by Buyer and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action, and no other corporate proceedings on the part of Buyer is necessary to authorize this Agreement or any Ancillary Agreement to which it is a party or to consummate the transactions so contemplated. This Agreement and the Ancillary Agreements to which it is a party have been duly and validly executed and delivered by Buyer and, assuming the due authorization, execution and delivery by Seller, constitutes a legal, valid, and binding obligation of Buyer enforceable against Buyer in

accordance with its terms subject to the effect of applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other laws affecting creditor's rights generally and general equitable principles.

4.3 No Violation. The execution and delivery of this Agreement by Buyer does not, and the performance of this Agreement and the consummation of the transactions contemplated hereby by Buyer will not, (a) conflict with or violate the charter documents of Buyer, (b) conflict with or violate any Law applicable to Buyer or by which any of its assets are bound or affected, or (c) conflict with or violate the terms of any agreement material to Buyer.

4.4 Absence of Litigation. There are no claims, suits, actions or proceedings pending or threatened against, relating to or affecting Buyer, before any court, governmental department, commission, agency, instrumentality or authority, or any arbitrator that seeks to restrain or enjoin the consummation of the transactions contemplated by this Agreement.

4.5 Available Cash. Buyer has sufficient funds available to pay the Purchase Price at the Closing and to consummate the transactions contemplated by this Agreement and the Ancillary Agreements to which it is party.

4.6 Service Acknowledgment. Buyer acknowledges that the Line of Business is not a stand-alone business or operation and that, without limiting the foregoing, Seller provides the services and support set forth in the Transition Services Agreement or listed on Schedule 3.13 in order to conduct the Line of Business, which services and support are necessary for the ongoing conduct of the Line of Business and which are not part of the Purchased Assets. Accordingly, to the extent Buyer is not obtaining such services and support pursuant to the Transaction Service Agreement, Buyer will need to obtain such services and support from its own resources or from a third party.

4.7 Independent Analysis. Buyer acknowledges that it has conducted an independent investigation of the financial condition, results of operations, assets, liabilities, properties and projected operations of the Line of Business and, in making its determination to proceed with the transactions contemplated by this Agreement, Buyer has relied solely on the results of such investigation and the representations, warranties and covenants of Seller set forth in this Agreement. The representations and warranties of Seller described herein constitute the sole and exclusive representations and warranties of Seller to Buyer in connection with the transactions contemplated hereby, and Buyer acknowledges and agrees that Seller is not making any representation or warranty whatsoever, express or implied, beyond those expressly given in this Agreement. Without limiting the foregoing, Buyer acknowledges as follows:

(i) any cost estimates, forecasts, projections or other predictions or forward-looking information that may have been provided to Buyer by or on behalf of Seller were prepared for internal planning purposes only and are not representations or warranties of Seller, and no assurances can be given that any estimated, forecasted, projected or predicted results will be achieved;

(ii) Seller has not made any representation or warranty upon which Buyer is relying in respect of Buyer's ability to obtain business by the conduct of the Line of Business subsequent to the Closing Date; and

(iii) EXCEPT AS TO THOSE MATTERS EXPRESSLY COVERED BY THE REPRESENTATIONS AND WARRANTIES IN ARTICLE III, SELLER IS SELLING THE PURCHASED ASSETS ON AN "AS IS, WHERE IS" BASIS, SELLER DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS AND GUARANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING A REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

4.8 No Broker. No broker, finder, agent or similar intermediary has acted for or on behalf of Buyer in connection with this Agreement or the transactions contemplated hereby, and no broker, finder, agent or similar intermediary is entitled to any broker's, finder's or similar fee or other commission in connection therewith based on any agreement, arrangement or understanding with Buyer or any action taken by Buyer.

ARTICLE V
[INTENTIONALLY OMITTED.]

ARTICLE VI
ADDITIONAL COVENANTS AND AGREEMENTS

6.1 Expenses of Sale. The parties to this Agreement shall bear their respective direct and indirect expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby, whether or not the transactions contemplated hereby and thereby are consummated, including, but not limited to, all fees and expenses of brokers, agents, representatives, counsel and accountants. Any sales tax required by the State of California to be paid by Buyer or Seller due to the sale, assignment, transfer and delivery hereunder of the Purchased Assets shall be borne equally by Buyer and Seller (and Seller agrees to cooperate with Buyer in making Buyer's portion of such payment, including making the payment directly if necessary and being subsequently reimbursed by Buyer); any other Taxes imposed on Seller resulting from the sale, assignment, transfer and delivery hereunder of the Purchased Assets shall be paid by Seller.

6.2 Forwarding Inquiries. For a period of one (1) year from the Closing Date, Seller shall forward to Buyer any e-mail, facsimile, postal mail, telephone inquiries or other correspondence received by Seller to the extent relating to the Line of Business and shall promptly after the Closing Date file complete and adequate forwarding notices with the postal officials and appropriate telephone utilities provided by Buyer for the forwarding to Buyer of all mail and telephone calls to the extent relating to the Purchased Assets or the Line of Business. In addition, to the extent Seller or any Affiliate receives any payments relating to the Purchased Assets or the Line of Business or otherwise belonging to Buyer, Seller shall promptly forward same to Buyer. To the extent Buyer or any Affiliate thereof receives any payments belonging to Seller, Buyer shall promptly forward same to Seller.

6.3 Certain Covenants of Seller.

(a) Non-Compete. Seller acknowledges that (i) Buyer would not have entered into this Agreement but for the agreements and covenants contained in this Section 6.3; and (ii) the agreements and covenants contained in this Section 6.3 are essential to protect the business, goodwill, trade secrets and confidential information of the Line of Business. To induce Buyer to enter into this Agreement, Seller covenants and agrees that during the period commencing on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date (the “Restricted Period”), Seller and its controlled Affiliates shall not, directly or indirectly: (i) engage in any business or activity anywhere in the world (the “Territory”) that competes with the Line of Business, except for the Residual Hosting (defined below); or (ii) have an interest in any Person engaged in the Territory in a business that Seller is prohibited from engaging in pursuant to clause (i), whether such interest is held directly or indirectly or in any capacity, including as a partner, stockholder, officer, director, manager, principal, agent, trustee or consultant or any other relationship or capacity; provided, however, that Seller and its Affiliates may: (x) own, directly or indirectly, solely as an investment, securities of any Person which are publicly traded if Seller or its applicable Affiliates (A) is not a controlling person of, or a member of a group which controls, such Person and (B) does not, directly or indirectly, own 2% or more of any class of securities of such Person; or (y) conduct the Residual Hosting in accordance with the terms of the License Agreement (as defined in Section 7.1(l)) while such License Agreement is in effect; or (iv) interfere with business relationships (whether formed heretofore or hereafter) between Buyer or any of its Affiliates and customers, suppliers or prospects of the Line of Business. “Residual Hosting” shall mean Seller’s provision of services pursuant to the hosting agreements listed on Schedule 6.3; Seller may assign the Residual Hosting to a third party that will provide the hosting services thereunder with Buyer’s prior written consent (which shall not be unreasonably delayed or withheld), but in no event shall any assignment serve to extend the time period during which the Residual Hosting can be performed with respect to the applicable hosting contract, and any attempt to do so will be void *ab initio* and of no force or effect.

(b) Employees.

(i) During the Restricted Period, Seller and its controlled Affiliates shall not, (1) directly or indirectly, solicit or encourage any employee or consultant performing services in connection with the Line of Business as conducted by Buyer (or any of its Affiliates engaged to conduct the Line of Business), or any employee or consultant of Buyer or its Affiliates with whom Seller may have had contact while negotiating or as a result of the transactions contemplated by this Agreement, to leave the employment or retention of Buyer or any of its Affiliates, or (2) hire any Transferred Employee (as defined in Section 6.7(a)), including for up to one (1) year following any termination of such Transferred Employee by Buyer of any of its controlled Affiliates; provided, however, that Seller and its Affiliates shall be permitted to engage in general employment related advertising activities and shall not be in violation of the provisions of this Section 6.3(b) by reason of employing someone as a result of such general employment related advertising activities.

(ii) For three (3) years following the Closing, except as contemplated by Section 6.7(a), Buyer shall cause the litigation business unit of the Thomson Reuters Westlaw

Business not to, directly or indirectly, solicit or encourage any then-current employee or then-current consultant of Seller or (or any of its Affiliates) to leave the employment or retention of Seller or any of its Affiliates; provided, however, that Buyer shall be permitted to (a) engage in general employment related advertising activities and (b) solicit for employment any individuals specified to provide services to Buyer in the Transition Services Agreement if Seller fails to make such individuals available to provide such services, and shall not be in violation of the provisions of this Section 6.3(b) by reason of employing someone as a result of either of the foregoing.

(c) Customers of the Line of Business. During the Restricted Period, Seller and its Affiliates shall not, directly or indirectly, (i) persuade or attempt to persuade any customer or supplier or prospective customer or supplier of Buyer (or any of its Affiliates engaged to conduct the Line of Business) not to hire or do business with Buyer (or any of its Affiliates engaged to conduct the Line of Business) or any successor thereto with respect to the Line of Business or (ii) solicit for itself or any Person other than Buyer (or any of its Affiliates engaged to conduct the Line of Business), the act, expectation or right of engaging in the Line of Business with any Person who is a customer or supplier of Buyer (or any of its Affiliates engaged to conduct the Line of Business), or was its actual or potential customer or supplier within two years prior to the time of such solicitation.

(d) Confidential Information. During the Restricted Period, Seller and its Affiliates shall keep secret and retain in strictest confidence, and shall not use for the benefit of itself or others, all confidential matters exclusively relating to the Line of Business or Buyer and its Affiliates, including, but not limited to, “know how”, trade secrets, customer lists, supplier lists, details of consultant and employment contracts, pricing policies, operational methods, marketing plans or strategies, product development techniques or plans, business acquisition plans, technical processes, designs and design projects, processes, inventions, software, source codes, object codes, systems documentation and research projects and other business affairs, in each case that are exclusively related to the Line of Business, and shall not disclose them to anyone outside of Buyer and its Affiliates (“Confidential Information”), provided, however, this covenant shall not apply to any information which is or becomes generally available to the public other than as a result of disclosure by Seller or its Affiliates. Seller and its Affiliates may disclose Confidential Information if required to do so in any legally required government or securities filings, legal proceedings, subpoena, civil investigative demand or other similar process; provided, that Seller (A) provides Buyer with prompt notice of such required disclosure so that Buyer may attempt to obtain a protective order, (B) cooperates with Buyer, at Buyer’s expense, in obtaining such protective order, and (C) only discloses that Confidential Information which it is absolutely required to disclose as advised by counsel.

(e) Rights and Remedies Upon Breach. If a party or any of its Affiliates subject to the restrictions contained in this Section 6.3 breaches, or threatens to commit a breach of, any of the provisions of this Section 6.3, the non-breaching party shall have the following rights and remedies, each of which rights and remedies shall be independent of the others and severally enforceable, and all of which rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the non-breaching party under law or in equity:

(i) Specific Performance. The right and remedy to have the restrictive covenants set forth in this Section 6.3 specifically enforced by any court having equity jurisdiction, without the need for posting of bond or security, it being acknowledged and agreed that any such breach or threatened breach will cause immediate and irreparable injury to the non-breaching party and that money damages alone will not provide adequate remedy to Buyer.

(ii) Accounting. The right and remedy to require Seller and its controlled Affiliates to account for and pay over to Buyer all payments, profits, monies, accruals, increments or other benefits derived or received by Seller or its controlled Affiliates as the result of any transactions constituting a breach of any of the restrictive covenants.

(f) Affiliate Definition. For purposes of this Agreement, “*Affiliate*” means, as to any Person, any other Person which, directly or indirectly, is in control (as defined in this Section 6.3(f)) of, is controlled by, or is under common control with, such Person. By way of clarification, but not limitation, with respect to Buyer, Affiliate shall include (i) any entity that from time to time, directly or indirectly controls, is controlled by, or is under common control with Thomson Reuters Corporation, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets, (ii) Thomson Reuters Corporation, Thomson Reuters PLC or any entity or entities that from time to time is / are the parent company or parent companies of any of the Thomson Reuters group of companies (each a “*Thomson Reuters Parent Company*”) or (iii) the respective direct or indirect subsidiaries of any Thomson Reuters Parent Company. The term “*control*” (including, with correlative meanings, the terms “*controlled by*” and “*under common control with*”), as applied to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other ownership interest, by contract or otherwise.

(g) Person Definition. For purposes of this Agreement, “*Person*” means any person or entity, whether an individual, trustee, corporation, limited liability company, general partnership, limited partnership, trust, unincorporated organization, business association, firm, joint venture, governmental agency or authority or any similar entity.

(h) If any term or other provision of this Section 6.3 is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Section 6.3 shall nevertheless remain in full force and effect. Upon determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to, or the court making such a determination shall, modify this Section 6.3 so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

6.4 Further Assurances. Each of the parties shall execute such documents and other papers and perform such further acts as may reasonably be required or desirable to carry out the provisions hereof and the transactions contemplated hereby. Each of the parties shall use its reasonable efforts to fulfill or obtain the fulfillment of the conditions to Closing.

6.5 Corporate Examinations and Investigations. Prior to the Closing Date, Buyer shall be entitled, through its employees and representatives, to make such investigations of the Line of Business and such examination of the operations, assets, books, records, contracts, commitments and financial condition of Seller as it relates to the Line of Business as Buyer reasonably considers necessary; provided, however, that Seller shall not be obligated to give Buyer access to information to the extent such access would, in the Seller's reasonable discretion, contravene any applicable Law, fiduciary duty on the part of Seller or binding agreement to which Seller is a party (in which event Seller shall notify Buyer and provide reasonable supporting details with respect to Seller's determination). Any such investigation and examination shall be conducted at reasonable times and under reasonable circumstances and Seller shall cooperate fully therein. No investigation by or knowledge of Buyer shall, however, diminish or obviate in any way any of the representations, warranties, covenants or agreements of Seller under this Agreement. In no event shall Buyer contact any of Seller's employees, customers, suppliers or other business relations without the prior written consent of Seller (not to be unreasonably withheld or delayed). Buyer agrees that its investigation shall be conducted in such a manner as not to interfere unreasonably with the operations of Seller. Any information obtained from such investigation and examination shall be subject to the terms of that certain Mutual Nondisclosure Agreement dated October 6, 2009 between Thomson Reuters (Legal) and Seller (the "NDA").

6.6 Access to Records. For a period of seven (7) years following the Closing Date, each party agrees to provide the other party with reasonable access, at the reasonable expense of the requesting party, to the books and records of the other party related to the Line of Business for the purpose of preparing tax returns, defending claims or other reasonable business purposes; provided that any such request by Seller must relate to pre-Closing activity or the Closing itself. Each party shall provide the other party with at least thirty (30) days written notice prior to the destruction of any such books and records, and the other party shall have the option of taking possession of any such books and records, at its sole expense, prior to the expiration of such thirty (30) day period.

6.7 Employee Matters.

(a) On the Closing Date, (i) Seller shall terminate the employment of each Employee listed on Schedule 6.7(a) (the "Business Employees") and (ii) Buyer shall enroll the Business Employees onto Buyer's payroll and otherwise treat them as employees of Buyer for all purposes. No later than the seventh day following the Closing, Buyer shall deliver to each Business Employee an offer letter (and other customary agreements required by Buyer to be signed by new employees, including confidentiality, non-competition and assignment of inventions agreements as appropriate, in Buyer's discretion, to the respective employee's position) pursuant to which Buyer shall formally offer employment as of the Closing Date to such person at a compensation level (including benefits) no less favorable in the aggregate to those provided to him or her on the date hereof as set forth on Schedule 6.7(a) and in the same local area where he or she is employed on the date hereof. With respect to each Business Employee who accepts Buyer's offer of employment (a "Transferred Employee"), Buyer shall:

(i) waive, or cause to be waived, any applicable pre-existing condition exclusions, waiting periods and actively-at-work requirements with respect to participation and

coverage requirements in any medical benefit plan of Buyer that such Transferred Employee is eligible to participate in following the Closing Date, to the extent such exclusions, requirements or waiting periods were inapplicable to, or had been satisfied by, such Transferred Employee immediately prior to the Closing Date under the relevant benefit plan in which such Transferred Employee participated;

(ii) provide, or cause to be provided to, each such Transferred Employee and their beneficiaries with credit for any co-payments, out-of-pocket expenses and deductibles paid (to the same extent such credit was given under the analogous benefit plan prior to the Closing Date) in satisfying any applicable deductible, co-payment or out-of-pocket requirements in respect of the plan year in which the Closing occurs (provided that Seller provides Buyer, within 30 days following the Closing and in reasonably acceptable form, with sufficient information to effect such credit); and

(iii) recognize, or cause to be recognized, service with Seller for purposes of eligibility and vesting under any medical or defined contribution plan of Buyer to the same extent such service was recognized by Seller under any similar benefit plan in which such Transferred Employee participated immediately prior to the Closing Date.

(b) Seller shall be solely liable for, and shall indemnify and hold harmless Buyer with respect to all of Seller's liabilities and obligations with respect to its employees, including (i) any Termination Liability (as defined below) in connection with the termination of employment with Seller of any employees of Seller; (ii) any Employee Benefit Plan in existence prior to the Closing Date, whether such liability arises before, on or after the Closing Date, including, without limitation, unfunded liabilities, liability with respect to the termination of any such plan, any retiree from employment with Seller, any unfunded liability under any such plan, or any accrued but unpaid claim under such plan; (iii) any compensation due to the Employees or Consultants relating to periods ending on or prior to the Closing Date, including, without limitation, salary, commission, bonus, incentives, vacation pay or other benefit accruals; and (iv) any liability of Seller in respect of any Labor Laws. For purposes of this Agreement, "Termination Liability" shall mean all liabilities, costs, claims, damages and expenses incurred by Seller or imposed on the Buyer due to any act or omission on the part of the Seller either before or after the date hereof with respect to such terminated employees including without limitation, to the extent applicable, severance, outplacement, vacation pay, salary, commissions and benefits for periods prior to the Closing Date, claims of wrongful termination, age, race or sex discrimination or the like, liability under Worker Adjustment and Retaining Notification Act of 1988, as amended, and each similar state law ("WARN"), COBRA and State benefits continuation laws, and any taxes or penalties payable with respect to any of the foregoing payments or liabilities. Seller shall be responsible for making all salary, commission, bonus, incentive, vacation pay or other benefit accrual payments to Employees by reason of being employed by Seller, as they become due. Buyer shall not be required to provide continuations of any Seller compensation arrangements, benefits commissions or incentives after the Closing Date. As used herein, "COBRA" means Part 6 of Title I of ERISA and Code Section 4980B and the regulations promulgated under any of them, as amended.

(c) Seller shall retain, and shall indemnify and hold Buyer harmless with respect to, all obligations, liabilities and commitments with respect to Eligible Persons (as

defined below) and their eligible dependants, in respect of health insurance under COBRA, except for Transferred Employees. For purposes of this Section, “*Eligible Persons*” means the employees of Seller receiving or entitled to receive health benefits as of the Closing Date and the former employees of Seller receiving or entitled to receive COBRA coverage as of the Closing Date.

(d) Seller shall cause the accounts of all Transferred Employees under the plan of the Seller that is intended to be qualified under Section 401(a) of the Code (“*Seller’s 401(k) Plan*”) to be fully vested effective as of the Closing.

(e) The parties acknowledge and agree that it is their intention that all existing contracts of non-competition, non-disclosure and assignments of invention between Seller, on the one hand, and any independent contractor on the other hand, providing or who provided services to Seller in respect of the Line of Business as of immediately prior to the Closing Date shall (to the extent related to the Line of Business) be transferred to or assumed by Buyer as a result of the transactions described herein and that such contracts shall constitute Assumed Agreements hereunder. If any such contract may not be so assigned, Seller agrees that it will cooperate with Buyer to enforce such contract(s) as Buyer may reasonably request. Buyer acknowledges that the non-competition obligations of Seller’s agreements with independent contractors may not be enforceable if such agreements are governed by California law.

(f) This Section 6.7 shall operate exclusively for the benefit of the parties to this Agreement and not for the benefit of any other person or entity, including any Employee, Contractor, former employee or independent contractor, in each case, who performs or performed services in connection with the conduct of the Line of Business, (each, a “*Third Party*”), and nothing contained in this Section 6.7 shall (i) confer any rights, remedies or claims upon any Third Party or entitle any Third Party to enforce this Agreement, (ii) be considered to be an amendment of any Employee Benefit Plan; (iii) entitle any Third Party to remain in the employment of or services of Seller or affect the right of the Buyer or Seller to terminate the employment of or services of any such Third Party at any time, for any reason (or no reason), or (iv) prevent the Buyer or Seller from taking any action required under applicable law.

6.8 Change and Use of Corporate Name. Upon the Closing, Seller shall execute such documents and all other papers and perform such further acts as may be reasonably required or desirable to effect Seller’s and any Affiliate’s name change with respect to any of its registration or filings from the name “CaseLogistix” to names that do not include the words “CaseLogistix” or any variations thereof, in each jurisdiction in which Seller does business or is registered. In addition, Seller shall notify Buyer in advance of any such filings, and shall provide any necessary consents or approvals within Seller’s control to provide to allow Buyer to reserve or otherwise use the names “CaseLogistix”. Seller covenants and agrees on behalf of itself and its Affiliates that Seller and its Affiliates shall not, in the United States or any foreign country, directly or indirectly utilize the name “CaseLogistix” or any derivations thereof, in perpetuity.

6.9 Accounts Receivable. Following the Closing, Seller shall not use any commercially unreasonable efforts to collect its accounts receivable arising from the Line of Business to the extent doing so would impair Buyer’s efforts to collect its receivables from customers.

6.10 Delivery of Software. Seller shall commence delivery of the Purchased Assets that are software, including all versions of source code base for the Products and any software in development or testing (the “*Software Assets*”) on the Closing Date, and, if such delivery cannot be reasonably completed prior to Buyer’s payment of the Purchase Price, Seller shall make best efforts to complete the delivery promptly thereafter. Seller shall deliver any and all Software Assets electronically via file transfer protocol to a server designated by Buyer that is located in the state of California. Such delivery will be deemed complete upon Buyer’s written confirmation of receipt of the Software Assets.

6.11 UK Reseller Agreements. Following the Closing, the parties hereto shall take all reasonable steps to arrange for (and Seller shall cause CaseLogistix to enter into) the novation of those reseller agreements included in the Purchased Assets to which CaseLogistix Limited was the original party (each, a “*UK Reseller Agreement*”), and until such time as a UK Reseller Agreement is novated, Seller shall hold it on trust for Buyer and Buyer shall, at its own cost and for its own benefit, perform Seller's obligations thereunder arising after Closing and shall carry out and complete it (or shall procure that it is carried out and completed), to the extent that it has not previously been carried out or completed, in the ordinary course in a proper and workmanlike manner and in accordance with its respective terms. Should the novation of a UK Reseller Agreement not occur within six (6) months following the Closing Date, Buyer may provide written notice to the Seller that Buyer no longer wishes to perform such UK Reseller Agreement and, if Seller is able to reasonably terminate such contracts pursuant to the terms thereof, Seller shall accomplish such termination on Buyer’s behalf.

6.12 Enforcement of Lien Releases. At Buyer’s written reasonable request, Seller shall enforce its rights under that certain Business Financing Modification Agreement dated on or around June 30, 2010 between Seller and Bridge Bank, National Association (“*Bridge Bank*”) with respect to the release of Bridge Bank’s liens on the Purchased Assets.

ARTICLE VII CONDITIONS TO CLOSING

7.1 Conditions Precedent to the Obligations of Buyer. The obligations of Buyer to complete the Closing are subject to the fulfillment on or prior to the Closing Date of the following conditions, any one or more of which may be waived by it:

(a) Representations, Warranties and Covenants. All of the representations and warranties of Seller contained in this Agreement shall be true, correct and complete in all material respects (except that representations and warranties qualified by materiality shall be true and correct in all respects) on and as of the Closing Date (without giving effect to any disclosures made by Seller after the date hereof); all of the terms, covenants, agreements and conditions of this Agreement to be performed, complied with or satisfied by Seller on or prior to the Closing Date shall have been duly performed, complied with or satisfied in all material respects; and a certificate to the foregoing effects dated the Closing Date and signed by an executive officer of Seller shall have been delivered to Buyer.

(b) No Injunctions or Restraints; Illegality. No temporary restraining order, preliminary or permanent injunction, or other order issued by any court of competent jurisdiction

or other legal restraint or prohibition shall be in effect, and there shall be no litigation by any governmental entity seeking to: (i) prevent the consummation of the transactions contemplated by this Agreement, (ii) affect adversely the right of Buyer to own the Purchased Assets or conduct the Line of Business or (iii) cause the transactions contemplated by this Agreement to be rescinded following consummation. There shall not be any action taken, or any statute, rule, regulation, or order enacted, entered, enforced, or deemed applicable to the transactions contemplated by this Agreement that makes the consummation of the transactions contemplated by this Agreement illegal.

(c) Government Actions. There shall not be any action taken, or any statute, rule, regulation, or order enacted, entered, enforced, or deemed applicable to the transactions contemplated by this Agreement, by any federal or state governmental entity that, in connection with the grant of a consent or the lapse of a waiting period that is necessary for the consummation of the transactions contemplated by this Agreement, imposes or would impose, in the reasonable judgment of Buyer, any condition or restriction upon Buyer or its Affiliates, including requirements relating to the disposition of assets.

(d) Material Adverse Change. Since September 30, 2009, there shall not have been a Material Adverse Change.

(e) Third Party Consents. Seller shall have obtained the consent of Seller's Board of Directors.

(f) Bill of Sale. Seller shall have executed and delivered to Buyer the Bill of Sale which shall include assignment of all the Purchased Assets, including the Assumed Agreements.

(g) Trademark Assignments. Seller shall have executed and delivered to Buyer those certain trademark assignments, in substantially the form of Exhibit C, contemplated by this Agreement.

(h) Domain Name Assignments. Seller shall have executed and delivered to Buyer those certain domain name assignments, in substantially the form of Exhibit D hereto, contemplated by this Agreement.

(i) FIRPTA Affidavit. Seller shall have delivered to Buyer a non-foreign affidavit dated as of the Closing Date, sworn under penalties of perjury and in form and substance required under the Treasury Regulations issued pursuant to Section 1445 of the Code stating that such Seller is not a "foreign person" as defined in Section 1445 of the Code (the "FIRPTA Affidavit").

(j) Transition Services Agreement. Seller shall have executed and delivered to Buyer the Transition Services Agreement, the form of which is attached hereto as Exhibit E (the "Transition Services Agreement").

(k) Escrow Agreement. Seller and the Escrow Agent shall have executed and delivered to Buyer the Escrow Agreement in substantially the form of Exhibit F (the "Escrow Agreement").

(l) License Agreement. Seller shall have executed and delivered to Buyer the License Agreement, the form of which is attached hereto as Exhibit G (the “License Agreement”).

(m) Secretary’s Certificate. Buyer shall have received a certificate signed by the Secretary of Seller which shall (i) certify the names of the officers of Seller authorized to sign this Agreement and the other documents, instruments or certificates to be delivered pursuant to this Agreement by Seller or its officers, together with the true signatures of such officers, (ii) attach a copy of the Certificate of Incorporation, Certificate of Formation or Articles of Association, as the case may be, of Seller certified by an official of such Seller’s jurisdiction of organization, (iii) certify a copy of the resolutions of the Board of Directors and stockholders of Seller evidencing the adoption of the approval of this Agreement and the other matters contemplated hereby, (iv) certify a copy of the bylaws of Seller and (v) attach good standing certificates for Seller from each jurisdiction where Seller has been formed or where the Line of Business is conducted, certified by the respective authorities from such jurisdictions.

(n) Lien Terminations. Seller shall have delivered to Buyer evidence of the proper filing of all duly executed UCC-3 Termination Statements or other releases and/or terminations of security interests (other than the Permitted Liens) on all or any portion of the Purchased Assets.

(o) Name Change Documentation. Seller shall have delivered to Buyer copies of the documents to be delivered at Closing as contemplated by Section 6.8.

(p) Wire Direction Letter. Seller shall have delivered to Buyer the Wire Direction Letter in accordance with Section 2.2 hereof.

(q) Other Documents. Seller shall have delivered to Buyer such other instruments or documents as may be necessary or appropriate to carry out the transactions contemplated by this Agreement or the Ancillary Agreements.

7.2 Conditions Precedent to the Obligations of Seller. The obligations of Seller to complete the Closing are subject to the fulfillment on or prior to the Closing Date of the following conditions, any one or more of which may be waived by Seller:

(a) Representations, Warranties and Covenants. All of the representations and warranties of Buyer contained in this Agreement shall be true, correct and complete in all material respects (except that representations and warranties qualified by materiality shall be true and correct in all respects) on and as of the Closing Date (except for those representations and warranties made as of a particular date, which shall be true and correct as of such date); all of the terms, covenants, agreements and conditions of this Agreement to be performed, complied with or satisfied by Buyer on or prior to the Closing Date shall have been duly performed, complied with or satisfied; and a certificate to the foregoing effects dated the Closing Date and signed by an officer of Buyer shall have been delivered to Seller.

(b) No Injunctions or Restraints; Illegality. No temporary restraining order, preliminary or permanent injunction, or other order issued by any court of competent jurisdiction or other legal restraint or prohibition shall be in effect, and there shall be no litigation by any

governmental entity seeking to: (i) prevent the consummation of the transactions contemplated by this Agreement or (ii) cause the transactions contemplated by this Agreement to be rescinded following consummation. There shall not be any action taken, or any statute, rule, regulation, or order enacted, entered, enforced, or deemed applicable to the transactions contemplated by this Agreement that makes the consummation of the transactions contemplated by this Agreement illegal.

(c) Undertaking. Buyer shall have executed and delivered to Seller the Undertaking.

(d) Escrow Agreement. Buyer and the Escrow Agent shall have executed and delivered the Escrow Agreement.

(e) Transition Services Agreement. Buyer shall have executed and delivered the Transition Services Agreement.

(f) License Agreement. Buyer shall have executed and delivered the License Agreement.

(g) Payment of Purchase Price. Buyer shall pay the Purchase Price to Seller in accordance with Section 2.2.

(h) Consents. The consents, approvals, waivers and notices set forth on Schedule 7.2(h) shall have been obtained.

(i) Other Documents. Buyer shall have delivered to Seller such other instruments or documents as may be necessary or appropriate to carry out the transactions contemplated by this Agreement or the Ancillary Agreements.

ARTICLE VIII INDEMNIFICATION

8.1 Survival. Notwithstanding any right of Buyer to fully investigate the affairs of Seller and notwithstanding any knowledge of facts determined or determinable by Buyer pursuant to such investigation or right of investigation, Buyer has the right to rely fully upon the representations, warranties, covenants and agreements of Seller contained in this Agreement or in any document delivered to Buyer by Seller or any of its representatives in connection with the transactions contemplated by this Agreement. All representations and warranties of Seller and Buyer contained herein shall survive the execution and delivery hereof and the Closing hereunder, and all such representations and warranties shall thereafter terminate and expire with respect to any theretofore unasserted claim on the date that is eighteen (18) months following the Closing Date (and no claim for indemnification shall thereafter be made arising from any breaches of any such representations or warranties), except that (a) the representations and warranties set forth in Sections 3.1 (Due Organization), Section 3.2 (Authority), Section 3.12 (Title), and Section 3.21 (No Broker) shall survive indefinitely, (b) the representations and warranties set forth in Section 3.5 (Tax Matters) shall survive for ninety (90) days following the applicable statute of limitations and (c) any misrepresentation that constitutes actual fraud. All covenants and agreements respectively made by Seller or Buyer in this Agreement to be

performed prior to the Closing shall expire at the Closing. All covenants and agreements respectively made by Seller or Buyer in this Agreement to be performed after the Closing Date shall survive the Closing and will remain in full force and effect thereafter until (a) in the case of all covenants and agreements that have specified terms or periods, until the expiration of the terms or periods specified therein; and (b) in the case of all other covenants and agreements that do not have specified terms or periods, until the fulfillment thereof.

8.2 Obligation of Seller to Indemnify. From and after the Closing and subject to the limitations set forth herein, Seller shall indemnify, defend and hold harmless Buyer and its directors, managers, officers, employees, Affiliates and permitted assigns (each, a "Buyer Indemnified Party") from and against any losses, liabilities, damages, deficiencies, costs and expenses (including interest, penalties and reasonable attorneys' fees and disbursements) (excluding consequential, punitive, business interruption, loss of future revenue, diminution in value, profits or income, or loss of business reputation or opportunity and any other special, incidental and indirect damages) (collectively, "Losses") sustained or incurred by such Buyer Indemnified Party caused by or resulting from:

- (a) any breach of any representation or warranty of Seller contained in this Agreement or in any certificate delivered by Seller to Buyer pursuant to this Agreement;
- (b) any breach of, or failure to satisfy, any covenant or obligation of Seller in this Agreement or in any certificate delivered by Seller to Buyer pursuant to this Agreement;
- (c) any liability or obligation of Seller that is not an Assumed Liability;
- (d) the employment (including the initial hiring and all terms, conditions, and events relating to the ongoing employment) or termination of employment (including constructive termination) by Seller of any individual (including without limitation any current or former employee of Seller);
- (e) any claim by any current or former employee of Seller for any type of benefits under any Law, including without limitation workers' compensation, unemployment, temporary or permanent disability, and social security, that is based on employment by Seller;
- (f) any state or federal insolvency, bankruptcy, fraudulent conveyance or other avoidance or similar proceeding involving Seller, including their general administration or related adversary proceedings;
- (g) any claim made against Buyer by a creditor of Seller which claim relates to or arises out of the consummation of the transactions contemplated herein; and
- (h) any claim made by Seller's shareholders based upon Seller not obtaining approval of the shareholders of Seller if such approval is required by applicable law.

8.3 Obligation of Buyer to Indemnify. From and after the Closing and subject to the limitations set forth herein, Buyer shall indemnify, defend and hold harmless Seller and its respective directors, officers, employees, Affiliates and permitted assigns (each, a "Seller

Indemnified Party”) from and against any Losses sustained or incurred by such Seller Indemnified Party relating to, caused by or resulting from:

- (a) any misrepresentation or breach of warranty of Buyer contained in this Agreement, contained herein or in any certificate, schedule, document, or other writing delivered by Buyer pursuant to this Agreement; and
- (b) any breach of, or failure to satisfy, any covenant or obligation of Buyer in this Agreement or in any certificate delivered by Buyer pursuant to this Agreement
- (c) the Assumed Liabilities;
- (d) the conduct of the Line of Business following the Closing;
- (e) any Liabilities incurred by Seller for severance payments under its severance plans to the extent Seller would not have incurred such Liabilities had Buyer fulfilled its obligations under Section 6.7.

8.4 Basket; Limitations on Indemnification; Calculation of Losses.

(a) Basket. A Buyer Indemnified Party shall not be entitled to make a claim for indemnification for any Losses arising out of Section 8.2(a) until the aggregate amount of all claims for Losses which arise out of Section 8.2(a) exceeds Fifty-Two Thousand Five Hundred Dollars (\$52,500) (the “*Basket*”). In the event the aggregate amount of such Losses exceeds the Basket, then Seller shall indemnify such Buyer Indemnified Party with respect to the amount of all Losses, including the amount of the Basket.

(b) Seller’s Cap. The maximum aggregate liability of Seller under Section 8.2(a) for all Losses shall be Seven Hundred Eighty Seven Thousand Dollars (\$787,000) (the “*Seller’s Cap*”).

(c) Buyer’s Cap. The maximum aggregate liability of Buyer under Section 8.3(a) for all Losses shall be Seven Hundred Eighty Seven Thousand Dollars (\$787,000).

(d) Exclusions from the Basket and Seller’s Cap. Notwithstanding the foregoing, the following Losses shall not be subject to the provisions of the Basket and Seller’s Cap and a Buyer Indemnified Party shall be entitled to indemnification with respect to such Losses in accordance with this Article VIII as though the Basket and Seller’s Cap were not a part of this Agreement (provided, however, that in no event shall Seller’s aggregate liability under Section 8.2 exceed the Purchase Price):

(i) Losses relating to, caused by or resulting from the breach of the representations and warranties contained in Section 3.1 (Due Organization), Section 3.2 (Authority), Section 3.5 (Tax Matters), Section 3.12 (Title), Section 3.17 (Liabilities) and Section 3.21 (Broker); and

(ii) Losses caused by or resulting from the breach of any of Seller’s representations and warranties which breach constitutes actual fraud.

(e) Calculation of Losses. Following the determination that a breach of a representation, warranty, covenant or agreement has occurred, for purposes of computing any Loss under this Article VIII with respect to any representation, warranty, covenant or agreement that is qualified as to materiality by use of the terms “in all material respects,” or words of substantially equivalent meaning, the amount of the Loss shall be the entire Loss arising by reason of the breach of such representation, warranty, covenant or agreement and not merely the amount of such Loss in excess of the minimum amount that would result in such representation, warranty, covenant or agreement being breached.

(f) Insurance Benefits. In calculating any Losses there shall be deducted (i) any third-party insurance benefits and proceeds (collectively, “Insurance Benefits”) paid by a third party to the Indemnitee (as defined in Section 8.5) or any Affiliate thereof in respect of the Losses (net of any deductible amounts or equivalent self insured retentions if applicable), and (ii) any indemnification, contribution or other similar payment actually recovered by the Indemnitee or any Affiliate thereof from any third Person with respect thereto. Any such third-party amounts or benefits received by an Indemnitee or any Affiliate thereof with respect to any indemnity claim after it has received an indemnity payment hereunder shall be promptly paid over to the Indemnifying Party; provided that the Indemnitee shall not be obligated to pay over any such amount or benefit in excess of the amount paid by the Indemnifying Party to the Indemnitee with respect to such claim. Buyer and Seller each agree to use commercially reasonable efforts to make a claim for and collect any third-party Insurance Benefits that are available to it or any Affiliate thereof in respect of a Loss indemnifiable by the other party; provided that neither party shall be obligated to maintain third-party insurance for purposes of this Section 8.4(f).

§.5 Notice of Third Party Claims to Indemnifying Party. If any party (the “Indemnitee”) receives notice of any claim or the commencement of any action or proceeding from a Person not a party to this Agreement with respect to which another party (or parties) to this Agreement is obligated to provide indemnification (the “Indemnifying Party”) pursuant to Section 8.2 or Section 8.3, the Indemnitee shall within a reasonable period of time give the Indemnifying Party notice thereof. Such notice shall describe the claim in reasonable detail and shall indicate the amount (estimated if necessary) of the Loss that has been or may be sustained by the Indemnitee. The Indemnifying Party may elect to compromise or defend, at such Indemnifying Party’s own expense and by such Indemnifying Party’s own counsel, any such matter involving the asserted liability of the Indemnitee. The failure to provide such notice will not affect any rights hereunder except to the extent the Indemnifying Party is materially prejudiced thereby. If the Indemnifying Party elects to compromise or defend such asserted liability, it shall promptly notify the Indemnitee of its intent to do so, and the Indemnitee shall cooperate, at the expense of the Indemnifying Party, in the compromise of, or defense against, any such asserted liability. In such case the Indemnitee may participate, at its own expense, in such defense. In the event that the Indemnitee determines in good faith that a conflict of interest exists or that there are material defenses, claims or counterclaims available to the Indemnitee that are not available to the Indemnifying Party, then the Indemnitee shall have the option of obtaining its own counsel for such claim and including the expenses therefore as Losses for which it is entitled to indemnification, subject to the limitations contained herein on the payment of Losses. If the Indemnifying Party elects not to compromise or defend against the asserted liability, or fails to notify the Indemnitee of its election as herein provided, the Indemnitee may,

at the Indemnifying Party's expense, pay, compromise or defend such asserted liability. Notwithstanding the foregoing, neither the Indemnifying Party nor the Indemnitee may settle or compromise any claim over the objection of the other (and each party shall give the other party a reasonable period of time to voice its objection); provided, however, that consent to settlement or compromise shall not be unreasonably withheld, delayed or conditioned. If the Indemnifying Party chooses to defend any claim, the Indemnitee shall make available to the Indemnifying Party any books, records or other documents within its control that are necessary or appropriate for such defense.

8.6 Notice of Claims. In the case of a claim for indemnification hereunder that is not a third party claim covered by Section 8.5 hereof, the Indemnitee shall deliver notice of such claim to the Indemnifying Party, setting forth in reasonable detail the basis of such claim for indemnification. After the giving such notice, the amount of indemnification to which an Indemnitee shall be entitled under this Article VIII shall be determined: (i) by the written agreement between the Indemnitee and the Indemnifying Party; (ii) by a final judgment or decree of any court of competent jurisdiction; or (iii) by any other means to which the Indemnitee and the Indemnifying Party shall agree in writing. The judgment or decree of a court shall be deemed final when the time for appeal, if any, shall have expired and no appeal shall have been taken or when all appeals taken shall have been finally determined. The Indemnitee shall have the burden of proof in establishing the amount of Losses suffered by it.

8.7 Escrow. Except as otherwise expressly provided herein, the obligation of Seller under Section 8.2 shall be satisfied first from the Escrow Amount (together with any interest thereon), and, if the Escrow Amount (together with any interest thereon) is inadequate to provide indemnification to the Buyer as provided in Section 8.2, from Seller, subject to the limitations set forth in this Article VIII.

8.8 Tax Treatment of Indemnity Payments.

(a) The Parties agree to treat any indemnity payment made pursuant to this Article VIII as an adjustment to the Purchase Price under this Agreement, unless otherwise required by Applicable Law.

(b) Each party shall be entitled to deduct and withhold from any amounts payable pursuant to this Agreement such amount as it is required to deduct and withhold with respect to the making of such payment under the Code or other applicable Law; provided that the party making such payment shall provide the other party (the "Payee Party") sufficient prior written notice to enable the Payee Party to file with the Internal Revenue Service or other governmental agency, as applicable, documentation necessary to avoid such required withholding. To the extent that amounts are so withheld, such withheld amounts shall be treated for purposes of this Agreement as having been paid to the relevant payee in respect of which such deduction and withholding was made.

8.9 Mitigation. Each of the parties agrees to take all reasonable steps to mitigate their respective Losses upon and after becoming aware of any event or condition which could reasonably be expected to give rise to any Losses that are identifiable hereunder.

8.10 Subrogation. Upon making any payment to an Indemnitee for any indemnification claim pursuant to this Article VIII, the Indemnifying Party shall be subrogated, to the extent of such payment, to any rights which the Indemnitee may have against any third parties with respect to the subject matter underlying such indemnification claim and the Indemnitee shall assign any such rights to the Indemnifying Party.

8.11 Exclusive Remedy. Except for injunctive and provisional relief, if the Closing occurs, this Article VIII shall be the sole and exclusive remedy for breach of, or inaccuracy in, any representation, warranty, or covenant contained herein, or otherwise in respect of the transactions contemplated hereby.

ARTICLE IX
[INTENTIONALLY OMITTED.]

ARTICLE X
GENERAL PROVISIONS

10.1 Publicity. The parties hereby agree that each party shall issue a press release following the Closing that does not disclose the financial terms of this Agreement or any Ancillary Agreement, on or before July 14, 2010. Except in accordance with the foregoing, no publicity release or announcement concerning this Agreement, the Ancillary Agreements or the transactions contemplated hereby and thereby shall be issued without advance approval of the form and substance thereof by the other party, except as may otherwise be required or deemed advisable to comply with Law (in which case the party making such release or announcement will provide concurrent or, if practicable, prior notice to the other parties hereto). Buyer agrees to provide notice of the Closing to the counterparties to the Assumed Agreements, promptly after Closing.

10.2 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made on (a) delivery thereof, if by hand; (b) upon receipt, if sent by mail (registered or certified mail, postage prepaid, return receipt requested); (c) on the second business day following deposit, if sent by a recognized overnight delivery service; or (d) upon transmission, if sent by facsimile transmission (with receipt verified by electronic confirmation), in each case as follows:

(i) if to Buyer, to:

Thomson Reuters (Legal) Inc.
610 Opperman Drive
Eagan, MN 55123
Attn: Edward A. Friedland, General Counsel
Facsimile: (651) 687-4940

with a copy to (which shall not constitute notice):

Thomas J. Freed, Esq.
Edwards Angell Palmer & Dodge LLP
301 Tresser Blvd.
Stamford, CT 06901
Facsimile: (888) 325-9077

(ii) if to Seller, to:

Anacomp, Inc.
15378 Avenue of Science
San Diego, CA 92128
Attention: Howard Dratler, Chief Executive Officer
Facsimile: (858) 716-3775

with a copy to (which shall not constitute notice):

Sheppard, Mullin, Richter & Hampton LLP
1901 Avenue of the Stars, Suite 1600
Los Angeles CA, 90067-6017
Attention: Jon Newby, Esq.
Facsimile: (310) 228-3701

provided, that each party hereto shall promptly notify the other parties hereto of any change in its contact information, which revised contact information shall thereafter be used for the purposes of this Section 10.2 until further revised.

10.3 Entire Agreement. This Agreement (including the Exhibits and Schedules hereto), the Ancillary Agreements and the NDA contain the entire agreement among the parties with respect to the purchase of the Purchased Assets and related transactions and supersede all prior agreements, written or oral, with respect thereto.

10.4 Waivers and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties hereto or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

10.5 Exhibits and Schedules. The Exhibits and Schedules to this Agreement are a part of this Agreement as if set forth in full herein.

10.6 Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

10.7 Counterparts. This Agreement may be executed in one or more original or facsimile or “pdf” counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

10.8 Construction and Interpretation. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require. The word “including” shall mean “including, without limitation”. The parties acknowledge and agree that this Agreement has been freely negotiated and shall be deemed to have been drafted by the parties jointly. Accordingly, no court should construe any provision for or against any party as a result of such party being involved in the drafting of this Agreement. In interpreting the representations and warranties of this Agreement, the principle that the specific governs and controls the general shall apply.

10.9 Assignment. No party may assign or delegate all or any portion of its rights, obligations or liabilities under this Agreement without the prior written consent of the other parties to this Agreement; provided, however, that (i) Buyer may assign all of its rights, together with its obligations hereunder, to any of its Affiliates or to any successor to all or a portion of the assets of Buyer, but any such assignment will not relieve Buyer of its obligations hereunder and (ii) Seller may assign all of its rights, together with its obligations hereunder, to any successor to all or a portion of the assets of Seller, but any such assignment will not relieve Seller of its obligations hereunder.

10.10 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their permitted assigns, and, except as otherwise expressly provided herein, nothing contained in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

10.11 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to, or the court making such a determination shall, modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

10.12 Disclosure Schedule. The disclosure schedules attached hereto and incorporated herein by this reference (each a “Disclosure Schedule,” and collectively, the “Disclosure Schedules”) are arranged to correspond to the numbered sections of this Agreement and provide exceptions or supplemental information to such corresponding Sections (which exceptions or supplemental information are expressly contemplated herein by an express reference to a Schedule). Exceptions in connection with Article III shall be deemed to also refer to any other Section of Article III if it is reasonably apparent that such exception applies thereto. Buyer acknowledges that references in the Disclosure Schedule to enforceability of agreements with third parties, existence or non-existence of third-party rights, absence of breaches or defaults by

third parties or similar matters or statements, are intended to allocate rights and risks solely between Buyer and Seller and are not intended to be admissible against any Person who is not a party to this Agreement or give rise to any claim or benefit to any Person not a party to this Agreement.

10.13 Cooperation. In the event, and for so long as, either party actively is contesting or defending against any action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand (other than against the other party) in connection with (i) any transaction contemplated under this Agreement or (ii) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act or transaction involving the Line of Business or any of the Purchased Assets, the other party will reasonably cooperate with the contesting or defending party and its counsel in the contest or defense thereof, make available its personnel and provide such testimony and access to its books and records as shall be reasonably necessary in connection with the contest or defense thereof, all at the sole cost and expense of the contesting or defending Party except to the extent the requesting party is entitled to indemnification therefore under Article VIII.

10.14 Certain Definitions. As used herein,

(i) “Knowledge” or any variant thereof means as to a particular matter, the actual current knowledge of the following persons, in each case after reasonable inquiry: Tim Duggan, Chief Architect of the Caselogistix division; Scott Winkler, General Manager of the Caselogistix division; Howard Dratler, CEO of the Seller; Damon Cherne, Senior Director, Software Engineering, of the Caselogistix division; Tom Cunningham, SVP Operations of the Seller; Jeff Cartwright, CFO of the Seller; Karol Nations, Finance Director of the Seller; and Deanna Lyle, Vice President, Human Resources, of the Seller; and

(ii) “Permitted Liens” means (a) the Encumbrances listed on the attached Schedule 10.14.

10.15 Resolution of Disputes. Each party shall provide a single point of contact for the initial resolution of any claim, controversy, or other matter in question arising out of this Agreement (a “Dispute”) that is asserted after the Closing Date, such point of contact shall be the Seller’s Chief Executive Officer for Seller and Edward A. Friedland for Buyer. A party may change its point of contact by written notice to the other party. Any Dispute that is asserted after the Closing Date shall be first submitted to the points of contact, who will diligently and in good faith seek to resolve the matter in dispute. If the points of contact are unable to resolve the Dispute, despite their good faith efforts, with ten (10) days, the Dispute shall be referred to a supervisory executive officer of each party, who shall work in good faith to resolve the dispute within an additional ten (10) days. If, and only if, no mutual written agreement is reached by such executive officers during that period as to the items in dispute, either party may proceed to arbitration pursuant to Section 10.17. A party shall not be obligated to follow the foregoing provisions of this Section 10.16 if the other party has not agreed to the first party’s request (if any) to toll all applicable statutes of limitations if such tolling is necessary to preserve the first party’s claim or demand. In addition, the foregoing provisions of this Section 10.16 shall not preclude a party from seeking injunctive or other equitable relief from a court or arbitrator of competent jurisdiction.

10.16 Arbitration. Subject to Section 10.17, any Dispute will be resolved through an arbitration administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules of the AAA in effect as of the date of this Agreement. All arbitration proceedings shall be conducted in Los Angeles, California or at such other location as is mutually agreed to in writing by parties, on a date and at a time that is reasonably acceptable to each of the parties thereto and a single neutral arbitrator to be appointed by the AAA after consultation with the parties in accordance with AAA’s standard appointment practices (the “Arbitrator”). All determinations made by the Arbitrator will be final, conclusive and binding on the parties. The Arbitrator shall award to the successful or prevailing party reasonable attorneys’ fees and other costs incurred in that proceeding, in addition to any other relief to which it may be entitled.

10.17 Governing Law; Forum. This Agreement shall be governed by the laws of the State of New York applicable to agreements made and to be performed within such State. Except as otherwise expressly provided in this Agreement, the parties hereto do hereby consent and submit to the venue and jurisdiction of the State or Federal Courts residing in California as the sole and exclusive forum for such matters of disputes, and further agree that, in the event of any action or suit as to any matters of dispute among the parties, service of process may be made upon the other party by mailing a copy of the summons and/or complaint to the other party at the address set forth herein. Notwithstanding anything to the contrary contained herein, the parties may seek equitable relief, or enforce any final judgment of any such federal or state court residing in California, in any other jurisdiction in any manner provided by applicable law.

10.18 Assignment of Rights. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute an agreement to sell or assign an Assumed Agreement if an attempted sale or assignment thereof, without the consent of a third party, would constitute a breach thereof or in any way affect the rights of Buyer or Seller thereunder. Following the Closing and except in the case of any confidentiality agreements, Seller will use commercially reasonable efforts to obtain any consent necessary in connection with the potential transfer of any such Assumed Agreement. Until such time, if ever, that such consent is obtained (or, in the case of confidentiality agreements, from and after the Closing), Seller will provide Buyer with the benefits thereunder (including but not limited to enforcement for the benefit of Buyer of any and all rights of Seller against a third party thereto arising out of the breach by such third party) in accordance with this Agreement to the maximum extent permitted by applicable law. Buyer shall cooperate with Seller in such efforts and, to the extent that it receives such benefits, Buyer shall undertake to pay or satisfy the corresponding Liabilities for the enjoyment of such benefit to the extent that Buyer would have been responsible therefor hereunder if such consent had been obtained, and Seller shall promptly pay to Buyer, when received, all income, proceeds and other money received pursuant to the applicable Assumed Agreement. Once any consent is received, Seller shall assign, transfer, convey and deliver such Assumed Agreement to the Buyer at no additional cost. Nothing in this Section 10.18 shall relieve Seller of its liability for breach of Section 3.7.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement on the date first above written.

BUYER:

LIVENOTE, INC.

By: _____

Name:

Title

SELLER:

ANACOMP, INC.

By: _____

Name: Howard Dratler

Title: Chief Executive Officer

*[Signature page to Asset
Purchase Agreement]*

**TRADEMARK
REEL: 004243 FRAME: 0310**

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement on the date first above written.

BUYER:

LIVENOTE, INC.

By: Ed A Ford
Name:
Title

SELLER:

ANACOMP, INC.

By: _____
Name:
Title:

*[Signature page to Asset
Purchase Agreement]*

Schedule 3.14(a)
Transferred Intellectual Property

Domain Names:

- caselogistix.com
- docnative.com

Registered Trademarks:

Mark	Serial No. / Reg. No.	Date Filed /Issued
CASELOGISTIX	78-761334 3445174	Nov. 28, 2005 Jun. 10, 2008
CASELOGISTIX	77-439477 3533736	Apr. 3, 2008 Nov. 18, 2008
DOCNATIVE	77-550683 3598034	Aug. 19, 2008 Mar. 31, 2009

Common Law Trademarks:

- Intellifolder
- docNative Paridigm
- Waypoint
- Caseproduction

See also Schedules 1.1(a) and 1.1(h).

All of the foregoing items are owned by Seller as of immediately prior to the Closing.