

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
illustro systems international		08/31/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UNICOM Systems, Inc		
<b>Street Address:</b>	15535 San Fernando Mission Blvd		
<b>City:</b>	Mission Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91345		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3017722	ILLUSTRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(818)838-0776		
<b>Phone:</b>	8188380606		
<b>Email:</b>	neil.watt@unicomglobal.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Neil Watt		
<b>Address Line 1:</b>	15535 San Fernando Mission Blvd		
<b>Address Line 4:</b>	Mission Hills, CALIFORNIA 91345		
<b>NAME OF SUBMITTER:</b>		Neil Watt	
<b>Signature:</b>		/Neil Watt/	
<b>Date:</b>		11/22/2011	

OP \$40.00 3017722

**Total Attachments: 22**

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Agreement Number: USI002

## SOFTWARE PRODUCTS AND ASSET PURCHASE AGREEMENT

This Software Products and Asset Purchase Agreement ("Agreement") is entered into as of August 31, 2011 ("Effective Date"), by and between UNICOM Systems, Inc., a California corporation, or in its sole and absolute discretion, its assign, including but not limited to any designated affiliate of UNICOM Systems, Inc. whether presently existing or created prior to the Closing of the Agreement, (collectively, "UNICOM" and/or "Buyer"), and Illustro Systems, International, LLC, a Delaware limited liability company, its members, shareholders, subsidiaries, affiliates and their respective members and/or shareholders (collectively, jointly and individually referred to as, "Illustro", and/or "Seller").

### RECITALS

WHEREAS, in accordance with the terms of this Agreement, Illustro owns and wishes to sell, and UNICOM desires to purchase all rights, title and interest in the Assets as defined below, including but not limited to all of Illustro rights, title, and interest in any and all computer software products both existing and/or that may be in the developmental stage ("Software"). The Software includes the products commonly known as z/Ware, z/Web-Host, x/XML-Host, z/Web-Server, z/IPMON, z/Encrypt, iCYA, iKnow, CMSAccess, and all other software products listed in Attachment A hereto ("Software")

NOW, THEREFORE, in consideration of the respective representations and warranties hereinafter set forth and of the mutual covenants and agreements contained herein, and the parties hereto intending to be legally bound hereby, the parties agree as follows:

ARTICLE 1. DEFINITIONS: In addition to the terms previously defined herein, the following terms, when capitalized, shall have the following meaning: 1.1 "Assets" as used herein shall mean and include, but is not limited to, the following: (a) Software as described in Attachment A annexed hereto, and all modifications, enhancements, updates and revisions thereto, whether now in existence or in the development state, together with (i) all documented technology, documented information, documented know-how, trade secrets, flow charts, diagrams, object codes, source codes, source listings, printouts, documents, manuals, brochures, marketing materials, training materials, tradeshow materials, display materials, inventories, supplies, intellectual properties, hardware, software, computers, network, connectors, modems, tape devices, DASDs, controllers, communication devices, tapes, CDs, DVDs, disks, laptop computers, personal computers, workstations, servers, UNIX machines, cables, adapters, UPS, power connectors, switches, backup/restore devices, projectors, screens, presentation devices, inventory, customer database, leads database, help-desk problem listing, customer support history log, wish list and other listings, materials, and all other property relating to the Software, distribution devices and materials, programs, third party program products, accounting and billing programs, problem tracking

systems, and (ii) all invention assignments, confidentiality, non-competition, non-solicitation and similar agreements of any kind with any third party that pertain or in any manner relate to the Software; (b) all original customer files, licenses, rental and maintenance agreements relating to the Software (collectively the "License Agreements") as specified in Attachment B; (c) the name "Illustro", as well as all other United States of America and foreign patents, trademarks, service marks, trade names, copyrights, and all other intellectual property rights related to the Software; (d) all source code libraries, documentation libraries, test files and databases, copybooks, macros, service routines, program exits, PROCs, JCLs, and interface programs relating to all versions of the Software as specified in Attachment C; and (e) all other assets, rights, property, and beneficial interests relating to the Software, facility, inventory for sale, supplies, accounts receivable and customer deposits, customer lists, vendor lists and catalogs, e-mail servers and addresses, domain names, web pages and contents, ISP servers and addresses, trade fixtures and equipment, trade name(s) and logo(s), sign(s), distribution rights, and all transferable licenses and permits as specified in Attachment D.

1.2 Closing. As used herein, "Closing" shall mean the consummation of the purchase and sale of the Software and Assets provided for herein.

1.3 Closing Date. The "Closing Date" shall mean the date that Closing occurs, which is expected on or about August 31, 2011, or such other date as agreed to by the parties, provided that the Due Diligence Period shall be completed prior to the Closing Date.

1.4 Due Diligence. "Due Diligence Period" shall commence on the Effective Date and shall continue until one business day prior to the Closing Date.

## ARTICLE 2. PURCHASE AND SALE OF SOFTWARE AND ASSETS:

2.1 Purchase Price. At the Closing, UNICOM shall deliver to Illustro a cashier's check or wire transfer in the amount of \$676,687.90 (Six Hundred Seventy six Thousand Six Hundred Eighty Seven Dollars and Ninety Cents); and a separate check or wire transfer to Bibby Financial Services in accordance with that Payoff and Termination Agreement and General Release in the amount of \$\$73,312.10 (Seventy three Thousand Three Hundred Twelve Dollars and Ten Cents) ("Purchase Price").

2.1.1 Software and Assets. At the Closing, Illustro shall deliver to UNICOM the Software and Assets.

2.2 Contingencies are as follows:

2.2.1 Loan. No loan contingency.

2.2.2 Purchase Price Allocation. Upon completion of the Due Diligence, UNICOM reserves the right to proportionally allocate as determined by UNICOM in its sole discretion, the Purchase Price between the software assets, fixed assets, consulting services, programming and software support services and timeshare, outsourcing and facility management

services prior to the Closing Date. UNICOM and Illustro agree (i) to report the sale of the Assets for federal and state tax purposes in accordance with the allocations as determined by UNICOM and (ii) not to take any position inconsistent with such allocations on any of their respective tax returns.

2.2.3 Due Diligence: UNICOM, its counsel, and advisors must have reasonable access during normal business hours to all books, records, assets, contracts, customers, distributors, and employees of Illustro (subject to reasonable advance notice to Illustro and causing minimal disruption to its operation) to enable UNICOM to complete its due diligence investigation for purposes of the Acquisition. UNICOM shall have the right to contact Illustro customers, and present them with estoppel certificates in order that the existence and terms of the License Agreements and accounts receivable may be confirmed. Within the Due Diligence Period prior to the Closing Date, UNICOM shall have a unilateral right to terminate the Acquisition by providing written notice to Illustro.

2.2.4 Trademark/Copyright/Patents/Service Marks/Intellectual Property Assignments for all Assets. This Agreement includes the transfer of all intellectual property rights, title and interest in the Software and Assets, including but not limited to rights, title and interest

in the respective Software and Asset's trademarks, copyrights, patents, and service marks.

2.2.5 Employment and Contractors Agreements: At UNICOM's sole discretion, it shall be free to make employment or contract job offers to Illustro employees, including but not limited to managers, administrators and administrative staff, accounting staff, legal staff, developers, engineers, technicians, marketing and sales personnel, shareholders, distributors, agents, and contractors; provided, however, if UNICOM terminates this Agreement prior to the Closing Date, UNICOM shall not employ or contract with any employee or contractor of Illustro for a period of twelve (12) months following the date of termination. UNICOM's obligations under this Agreement are expressly conditioned upon the acceptance of employment or contract job offers made by UNICOM to certain key employees, contractors, and/or consultants of Illustro to be identified by UNICOM as being necessary for the continued operation of the Software and Assets after the Closing Date.

2.2.6 Non-Disclosure Agreements and Independent Contractor Agreements with Consultants. Illustro shall provide copies of all non-disclosure, independent contractor, consultant, distributor, and any other contracts, work, or agreements that relate or pertain to the Software and/or Assets. UNICOM reserves the right, to be exercised at UNICOM'S sole discretion, to assume such agreements or to require Illustro to terminate said agreements as of the Closing Date (to the extent permissible under said agreements).

2.3 Purchase of Software and Assets. At the Closing (i) Illustro will transfer to UNICOM, and UNICOM will acquire from Illustro, all of the rights, intellectual property, patents, trade secrets, trademark rights, service marks, copyrights, title, and interest in and to the Software and Assets, free and clear of any mortgage, lien, royalty payments, pledge, security interest, conditional sales agreement, claim, or other encumbrance of any kind whatsoever; (ii) Illustro will execute and deliver to UNICOM the Intellectual Property Assignment, Trademark Assignment, and Copyright Assignment attached hereto; and (iii) Illustro shall deliver to UNICOM a list of known problems, planned fixes, errors, defects, conflicts, or misfits related to the Software, as listed in Attachment E.

2.3.1 TIME IS OF THE ESSENCE. Both Illustro and UNICOM agree that it is extremely important that, after the Closing Date, UNICOM must be able to provide complete and full Software related services and support to Illustro's customers from UNICOM's Mission Hills, California facility. Immediately after the Closing Date, at no charge, Illustro will list, document, itemize, catalog, reestablish, install, relocate, train, transfer, and

deliver the Assets, Software, and all other property specified in Attachments A, B, C, D, E, F, G, and H to UNICOM. After the Closing Date, in connection with such transfer and installation of the Software and Assets, Illustro and UNICOM shall cooperate with each other fully.

2.4 Purchase of the License Agreements. Upon Closing, Illustro shall sell, grant, transfer, relocate, deliver, and assign to UNICOM all of Illustro's rights, titles and interests in and to the License Agreements, to the extent assignable thereunder. UNICOM shall have the exclusive right to service the Software, including but not limited to, providing maintenance, educational, consulting, and training and any other support, including generating passwords necessary to operate the Software.

2.5 UNICOM is not purchasing any liabilities of Illustro.

2.6 Prior to Closing, Illustro shall provide to UNICOM proof that city, state, and federal income tax withholdings are current; alternatively amounts withheld but not yet payable will be transferred or credited to UNICOM. Illustro shall also use best efforts to deliver to UNICOM any clearance documents available from the State Board of Equalization, Employment Development Department, relative to S.D.I. unemployment insurance, and FICA withholdings.

2.7 Illustro shall provide to UNICOM, designated counsel, accountants, or other designated representatives; those documents set forth in the Due Diligence Checklist, or copies thereof, within three (3) business days of Effective Date.

2.8 Due Diligence. Within 15 days from the receipt of the items in paragraph 2.7, UNICOM shall have the right to give written notice of disapproval of any of those items to Illustro. Within the Due Diligence Period prior to the Closing Date, UNICOM shall have a unilateral right to terminate the Acquisition by providing written notice to Illustro.

#### ARTICLE 3. INDEMNIFICATIONS

3.1 Illustro agrees to indemnify, defend, and hold UNICOM and its related business entities, including, but not limited to subsidiary and parent corporations, partnerships, or joint ventures whether in existence now or at some time in the future, harmless from any and all causes of action and or claims of any kind or nature whatsoever, which relate or pertain to the Software and Assets in any manner, that result, derive, or arise from events occurring before the Closing Date. UNICOM agrees to indemnify, defend, and hold Illustro and its members, harmless from any

and all causes of action and or claims of any kind or nature whatsoever, which relate or pertain to the Software and Assets in any manner, that result derive, or arise from events occurring after the Closing Date.

3.2 Illustro agrees to indemnify, defend, and hold UNICOM and its related business entities, including, but not limited to subsidiary and parent corporations, partnerships, or joint ventures whether in existence now or at some time in the future, harmless against all claims, suits, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees, that UNICOM or a related entity may or does incur or suffer, that arise from any misrepresentation, breach of, or failure by Illustro to perform, any of their representations, warranties, covenants, or agreements in this agreement or in any Attachment, certificate, exhibit, or other instrument furnished or to be furnished by Illustro under this Agreement.

3.3 The indemnitee is required to give written notice within a reasonable period of time to the indemnitor of any claims or suits, and will permit the indemnitor, at the indemnitor's sole discretion, to control such actions and settle all matters related thereto.

#### ARTICLE 4. SELLER'S REPRESENTATIONS, WARRANTIES, AND ASSURANCES

4.1 Illustro represents and warrants that it has good title to the Software and Assets, free and clear of any and all liens or encumbrances, and has the right to enter into this Agreement. Illustro further represents and warrants that none of Software and Assets, or use thereof (i) are subject to any restrictions, mortgages, liens, pledges, charges, security interests, conditional sale agreements, encumbrances, or material rights of another of any kind or nature whatsoever; (ii) contravene any applicable law or ordinance or any other administrative regulation or violate any restrictive covenant or any provision of law, the enforcement of which would result in any liability to the owner of the Software and Assets or would in any respect interfere, with, or prevent the current and continued use of the Software and Assets for the purposes for which they are now being used or would materially affect the value thereof; (iii) conflict with century date changes to the extent of the Software; (iv) infringe on the property or rights of another; (v) contain omissions including but not limited to any existing problems and other occurrences of software bugs that develop through normal usage, and contains no bugs, errors, defects, conflicts or misfits with IBM or other third party products that affects the Software function and purpose or UNICOM's ability to sell; (vi) are subject to any agreement or arrangement between Illustro and any third person or party, that has a material effect upon Illustro title to and other rights respecting the Software and Assets; or (vii) contain any program components in which any third party may claim superior or joint ownership.

4.2 Illustro represents and warrants that the commercial exploitation of the Software (including codes and related documentation) does not infringe upon or violate any United States or foreign patents, trade secrets, or copyrights, nor has

Illustro received any notice whatsoever of any claimed or actual infringement or violation thereof.

4.3 Illustro represents and warrants that all personnel, including employees, agents, consultants, contractors, and distributors, who have contributed to or participated in the conception, development, and distribution of the Software either (i) have been party to a work-for-hire relationship with Illustro that has accorded Illustro full, effective, and exclusive original ownership of all tangible and intangible property, thereby arising with respect to the Software, or (ii) have executed appropriate instruments of assignment in favor of Illustro as assignee that have conveyed to Illustro full, effective, and exclusive ownership of all tangible and intangible property thereby arising with respect to the Software.

4.4 Each party, acting by and through its officers and directors, has all necessary power and authority and has taken all action necessary to enter into this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder and no other proceedings on the part of the company are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by each party, by and through its officers, and constitutes a legal, valid and binding obligation upon such party, enforceable against the company and its shareholders in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

4.5 Illustro does not have any affiliates and is not a partner in any partnership or a party to a joint venture.

4.6 The execution and delivery by Illustro and UNICOM of this Agreement does not, and the performance by Illustro and UNICOM of their respective obligations under this Agreement and the consummation of the transactions contemplated hereby will not:

- (a) conflict with or result in a violation or breach of any of the terms, conditions or provisions of the charter documents, bylaws or other organizational documents or shareholder agreements of Illustro;
- (b) conflict with or result in a violation or material breach of any term or provision of any law, Order, Permit, statute, rule or regulation applicable to Illustro, or the Software and Assets;
- (c) result in a breach of, or default under (or give rise to right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement, lease or other similar instrument or obligation to which Illustro or any of the Software and Assets may be bound; or
- (d) result in an imposition or creation of any encumbrance on the Software and Assets.

4.7 Litigation. Other than the suits or claims listed in Attachment H, there is no litigation, suits, tax audits,

proceedings, demands, claims, or investigations pending and/or threatened against Illustro, which affect or in any manner pertain to the Software, including but not limited to claims and/or threatened claims or action of any kind arising out of the use of the Software and/or which may affect any right, title or interest in the Software or which could affect the Software or ownership thereof. Furthermore, Illustro represents that no notices of violations of federal, state, or local statute(s) law(s), or regulation(s) exist, or are filed or issued, which affect the operation of the business.

4.8 Organization and Good Standing. The entities comprising Illustro are corporations, duly organized, validly existing and in good standing, under the laws of the state of [Delaware].

4.9 Limitations of Liability. Except with respect to the License Agreements and professional services agreements, no debts, obligations, contracts, and liabilities of Illustro are being assumed by UNICOM.

4.10 Illustro shall operate the business diligently and in substantially the same manner as prior to this offer; maintain the goodwill of the business; and keep Software, equipment, facility, and personal property in normal working order for a minimum of three years after the closing

#### ARTICLE 5. ADDITIONAL AGREEMENTS

5.1 Illustro shall have no right, title, and/or interest of any kind, or nature whatsoever, in any payments generated as a result of the use or license of the Software and Assets after the Closing Date. Instead, UNICOM shall have sole right, title and interest in any payment(s) generated as a result of the use or license of the Software and Assets after the Closing Date, regardless of the source of said payment(s) and regardless of whether said payment(s) were received by Illustro. Any such payments received by Illustro after the Closing Date with respect to any use or license of the Software or Assets after the Closing Date shall be solely UNICOM' s and shall be remitted to UNICOM within ten (10) days of receipt of such payment by Illustro. Illustro shall promptly remit such funds to UNICOM within ten days of receipt.

5.1.1 No-Commission. Illustro shall receive no commission whatsoever on any product license fees, maintenance fees, upgrade fees, accounts receivable listed in Attachment F, or other fees received by UNICOM or Illustro on or after the Closing Date which accrue after the Closing Date.

5.1.2 No Fire-Sale. Pertaining to the Software, during the negotiation with UNICOM and prior to the Closing, Illustro represents and warrants that UNICOM shall receive written notice of and UNICOM must approve all negotiations and offerings to customers and potential customers.

5.1.3 Illustro shall have no right, title, and/or interest of any kind, or nature whatsoever, in any portion of such payments received as a result of the use or license of the

Software and Assets after the Closing Date. Instead, UNICOM shall have sole right, title and interest in any payment(s) received as a result of the use or license of the Software and Assets for a period of time after the Closing Date, regardless of the source of said payment(s) and regardless of whether said payment(s) were received by Illustro. Illustro shall promptly remit such funds to UNICOM within ten days of the Closing Date.

5.1.4 Each party is responsible for its portion of sales commissions, taxes, and other related expenses and fees.

5.1.5 Key Employees. UNICOM, at its sole discretion, may hire or offer contract job offers to employees of Illustro including but not limited to managers, administrators and administrative staff, accounting staff, legal staff, developers, engineers, technicians, marketing and sales personnel, agents, and independent contractors.

5.3 Prior to the Closing Date, Illustro agrees to terminate all prior third party agreements listed in Attachment G (to the extent legally permitted) concerning the Software other than the current License Agreements. Illustro will pay all payments and royalties due as of the Closing Date under each prior contract. This includes, but is not limited to (i) marketing agreements between Illustro and distributors and (ii) all other third party agreements that affect UNICOM's rights relating to Software.

5.4 In the event Illustro materially breaches this Agreement by reason of any default of Illustro, and Illustro does not cure such default within thirty (30) days after receipt of written notice of default from UNICOM, UNICOM reserves the right to exercise, at UNICOM'S sole discretion, any and all of the following: (i) UNICOM shall be released from any legal and financial obligations relating to the purchase of the Software and Assets; and (ii) Illustro shall refund all monies paid by UNICOM to Illustro pursuant to this Agreement without right of setoff on such amount, within fifteen (15) business days. Thereafter, upon completion of (i) (ii), UNICOM will transfer the Software and Assets to Illustro within fifteen (15) business days. UNICOM'S exercise or waiver of any of these provisions shall not constitute a waiver of any of UNICOM'S rights or remedies, all of which are expressly reserved.

5.5 Post-Closing Cooperation. Illustro agrees that it will at any time and from time to time after Closing, at no charge, execute, acknowledge, and deliver all such further acknowledgments, deeds, assignments, transfers, conveyances, applications, registrations, consents, and assurances as may be required in fulfilling and confirming to UNICOM (and its respective successors, partners, or subsidiaries) and assigns the full implementation of this Agreement. Furthermore, in connection with the transfer of the Software and Assets, Illustro and UNICOM shall cooperate with each other fully with respect to any tax audits, administrative actions, litigation, and any other matters involving third parties that may occur after Closing.

5.6 For the period of three (3) years after the Closing Date, UNICOM shall have the first right of refusal of any assets Illustro owns and distributes fully or partially, and wishes to sell, transfer or trade under the same terms and conditions as offered to any other prospective purchaser. 5.7 Non-Compete. As a material part of the consideration of the purchase, Illustro and Eric Vaughan agree that they shall not enter into any business that directly competes with the Software as set forth in the Consulting Agreement and Non-Compete Agreement. Further, Illustro shall not at any time for a period of twenty-four (24) months after the Closing, either directly or indirectly, engage in providing any service of any kind to any third parties for the Software, including but not limited to providing maintenance, product, programming and/or consulting services. For a period of twenty-four (24) months after the Closing, Illustro shall not in any manner license, assist, and/or by any means empower any third party to provide such services for the Software. For a period of twenty-four (24) months after the Closing Illustro shall not, directly or indirectly, or give any third party the right, to engage in a business or enterprise development or marketing of Software.

5.8 Bulk Transfer. Illustro shall comply with the Bulk Sales provision of Division 6 of the Uniform Commercial Code, Bulk Transfer Section, as the law may apply to Illustro.

5.9 If the business in which Illustro is situated is destroyed or materially damaged prior to Closing, UNICOM shall have the right to terminate this Agreement.

5.10 Illustro shall provide to UNICOM on a monthly basis, no later than the fifth (5th) day of each month for a period of twelve (12) months after the Closing Date, a detailed accounting of all receivables collected relating to the Software and Assets. The accounting shall include the name of the party or entity submitting payment, the invoice number coinciding with the payment; the date payment was received and deposited, whether any discrepancy exists relative to the amount paid, and a copy of the draft.

5.11 Illustro shall provide UNICOM on a monthly basis, no later than the fifth (5th) day of each month for a period of twelve (12) months after the Closing Date,, statements detailing proof of payments (including the name of the collecting party, the date and amount paid) for developers, bank notes, rent or lease obligations, and any other payment obligations related directly and indirectly to Illustro support obligations to UNICOM.

5.13 Relative to the Software and related Assets purchased, after the Closing Date Illustro shall not cancel (but shall not have any obligation to renew, unless the cost of such renewal premiums is borne by UNICOM) any insurance policies, including but not limited to: (i)

Commercial General Liability Coverage; and (ii) Products Liability Coverage.

5.14 As of the Effective Date and continuing thereafter until the Closing Date as it may be extended by the mutual agreement of the parties, Illustro shall discontinue and refrain from any discussions regarding the sale and/or assignment of a controlling share purchase and/or software acquisition of Illustro and/or its assets. In accordance with this provision (a) Illustro will not (and Illustro will use its best efforts to assure that its officers, directors, employees, agents and/or affiliates do not on its behalf) take any action to solicit, initiate, seek, consummate, encourage or support any inquiry, proposal or offer from, furnish any information to, or participate in any negotiations with, any corporation, partnership, person or other entity or group regarding any merger, sale, license or other disposition (however structured) of the controlling shares, significant assets, intellectual property or capital stock of Illustro or any portion thereof to any person other than UNICOM, (b) Illustro shall terminate and/or suspend any such negotiations in progress as of the date hereof and (c) Illustro shall immediately notify UNICOM regarding any contact or communication by any third party regarding any offer, proposal or inquiry regarding any such other transaction. Illustro represents and warrants that it has the legal right to terminate or suspend any such pending negotiations and agrees to indemnify UNICOM, its representatives and agents from and against any claims by any party to such negotiations based upon or arising out of the discussion or any consummation of any controlling share transaction or software acquisition contemplated in this Agreement. 5.15 Except for the obligations under the License Agreements and professional services agreements, UNICOM is not assuming any liability and/or responsibility of any kind or nature for any debts and/or obligations owed by Illustro, including but not limited to any Federal, State, and/or local tax obligations, and/or any obligations owed to other third parties and/or entities. This Agreement is expressly conditioned upon the acknowledgment of all taxing authorities, Federal, State and local, that any and all obligations that may be owed by Illustro will not be assumed by UNICOM and that said taxing authorities will not take any steps against UNICOM and/or any assets assumed herein by UNICOM in order to recover any such obligation. ARTICLE 6.

#### GENERAL PROVISIONS

6.1 Independent Relationship. This Agreement does not establish UNICOM as a partner, joint venture, employer, employee, or agent of Illustro for any purpose whatsoever. Neither party is in any way authorized to make any agreement, contract, or representation on behalf of the other

party or to create any liabilities on behalf of the other party beyond the scope of this Agreement.

6.2 Mutual Responsibility. Except as otherwise provided hereto, each party shall be responsible for its own costs, expenses, and claims (including attorneys' fees, broker fees, and commissions) arising out of its negotiation, execution, and performance of this Agreement.

6.3 Validity, Forum, Laws. The legal relations between the parties shall be governed by the laws of the State of California, regardless of the choice of law provisions of California or other jurisdiction, and all matters arising from this Agreement are to be adjudicated in state or federal court located in Los Angeles County, California. In the event of any dispute or controversy arising out of this Agreement that results in litigation, be it the filing of a suit or pursuit of arbitration, Illustro agrees to submit itself/ themselves to the jurisdiction of the State of

California and to the appropriate venue for the County of Los Angeles. Any judgment obtained in accordance with this provision shall be enforceable in any jurisdiction, foreign or otherwise.

6.4 Attorneys' Fees. In the event of any dispute or controversy arising out of this Agreement, the prevailing party shall be entitled to reimbursement of its enforcement costs, including court and arbitration costs and attorneys' fees and expert witnesses' fees and costs, if any.

6.5 Sales Taxes. Illustro shall be responsible for payment of any and all sales and use taxes with respect to transfers contemplated by this Agreement. 6.6 Binding. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns.

6.7 Entire Agreement. This Agreement and the Exhibits and Schedules attached hereto contain the entire agreement among the parties hereto with respect to the transactions contemplated herein and there are no agreements, warranties, or representations that are not set forth herein. All prior negotiations, agreements, and understandings are superseded hereby. This Agreement may not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto. 6.8 Assignment. Neither party may assign this Agreement, any Attachment and/or any rights and/or obligations hereunder without the written consent of the other party and any such attempted assignment shall be void; provided, however, UNICOM may assign this Agreement, any Attachment and/or any of its rights and/or obligations hereunder to another UNICOM Entity upon written notice to Illustro without the consent of Illustro [provided that UNICOM guarantees payment of the Purchase Price at the Closing].

6.9 Severability. Each provision of this Agreement or part thereof shall be severable. If, for any reason, any such provision or part thereof is finally determined to be unenforceable, invalid and contrary to, or in



conflict with, any existing or future law or regulation of a court or agency having valid jurisdiction, such determination shall not impair the operation of or affect the remaining provisions of this Agreement, and such remaining provisions will continue to be given full force and effect and shall continue to bind the parties.

6.10 Notices. All notices or other communications that shall or may be given pursuant to this Agreement shall be in writing, shall be effective upon receipt, and shall be delivered by personal delivery, overnight courier, certified or registered air mail, or by facsimile transmission, addressed as follows (or as is provided in the future by written notice):

(a) Illustro:  
Illustro Systems International, LLC  
3210 Oaklawn Ave., Suite 558  
Dallas TX 75219  
(214) 800-8900; Fax: (214) 800-8989

(b) UNICOM:  
UNICOM Systems, Inc.  
UNICOM Plaza, Suite 310  
15535 San Fernando Mission Blvd  
Mission Hills, CA 91345, USA  
(818) 838-0606 Fax: (818) 838-0776

6.11 Confidentiality. Each party agrees to keep and cause its employees, representatives, and agents to keep the existence of this Agreement and the nature of Illustro obligations hereunder strictly confidential and not to disclose any information with respect thereto to any third party or entity.

6.12 No Waiver. The waiver of any breach of any term or condition of this Agreement does not waive any other breach of that term or condition or of any other

term or condition. No waiver of a provision of this Agreement will have been made unless expressed in writing and signed by all parties.

6.13 All representations and warranties in this Agreement shall survive the Closing Date for a period of two years.

6.14 Illustro shall execute all documents and take all necessary measures in order to effectuate the intent of this Agreement, including but not limited to executing all documents necessary to transfer all rights, title and interest in the Software and Assets to UNICOM, including but not limited to executing and delivering to UNICOM all documents necessary to record and/or register all rights, title and interest in the Software and its related trademark(s), patent(s), and copyright(s) with the appropriate agency(s).

6.15 Expense. Except as otherwise provided in this Agreement, Illustro and UNICOM shall pay their own expenses and costs incidental to the preparation of this Agreement and to the consummation of the transactions contemplated hereby.

6.16 Counterparts. This Agreement may be executed in any number of counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

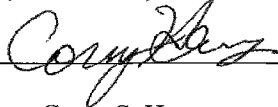
6.17 Time is of the essence for the performance of each provision in this Agreement.

6.18 Construction of Agreement: This Agreement, and all terms contained herein, shall be interpreted, construed, and enforced without consideration as to which party may have drafted the Agreement and/or any particular term.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on their behalf effective from the date set forth above.

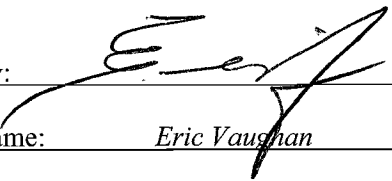
UNICOM:

UNICOM Systems, Inc.  
UNICOM Plaza, Suite 310  
15535 San Fernando Mission Blvd  
Mission Hills, CA 91345, USA

By:   
Name: Corry S. Hong  
Title: President & CEO  
Date: August 31, 2011

Illustro:

Illustro Systems International, LLC  
3210 Oaklawn Ave., Suite 558  
Dallas, TX 75219

By:   
Name: Eric Vaughan  
Title: President & CEO  
Date: 8-31-2011

# Attachment A

## PRODUCT LISTING

Product Description, Key Features, Operating Environment, Price List, etc.

<u>Product</u>	<u>Key Features</u>	<u>Operating Environment</u>	<u>Price List</u>
z/Ware	Internet Enabling Software for Mainframe Applications	z/OS and z/VSE	Pricing Tool Attached
z/Web-Host	(now part of z/Ware)		Now part of z/Ware
z/XML-Host	(now part of z/Ware)		Now part of z/Ware
z/Web-Server	Full function Web Server	z/VM	Pricing Tool Attached
z/IPMon	Performance Monitor for TCP/IP	z/OS and z/VSE	Pricing Tool Attached
z/Encrypt	Encryption solution	UNIX-connects to Mainframe	No longer marketed
iCYA	SSL Network Appliance	Network appliance built on Windows	Pricing Tool Attached
iKnow	Transaction capture software	Unix or Windows or mainframe	No longer marketed-OEM of 3 <sup>rd</sup> party product
CMSAccess	CMS File Access without VM	z/OS and z/VSE	Pricing Tool Attached

Professional Services Price List

Service	Rate	Notes
iManage Sys	\$4,250.00	Discounts for 6 month or 12 month commitment
iSOS	\$775.00	Discounts for 6 month or 12 month commitment
Mainframe Hourly	\$185.00	Discounts if blocks of hours purchased
Web Dev Hourly	\$150.00	Discounts if blocks of hours purchased

## Attachment B

illustro Systems International, LLC  
Current Customer Contracts  
As of June 21, 2011

<b>Customer Name</b>	<b>Product/Service</b>	<b>Annual Billing</b>	<b>Paid To</b>
R and T Co.	iCYA--Maint	8,045.00	Perpetual
xyberNET, Inc.	iCYA--Maint	7,182.00	3/31/2012
GMRI (US Dept of Justice)	iCYA--Maint	20,987.73	9/28/2011
Commonwealth Automobile Reinsurers	iCYA--Maint	3,993.74	10/15/2011
Bank-A-Count Corporation	iCYA--Maint	4,615.44	cancelled
Slippery Rock University	iCYA--Maint	3,958.44	6/1/2012
Financial Services, Inc.	iCYA--Maint	4,544.05	6/12/2012
<b>Subtotal iCYA</b>		<b>53,326.40</b>	
The Washington Hospital	iManage Sys Services	40,800.00	3/31/2012
Registrar and Transfer Co.	iManage Sys Services	25,500.00	3/31/2012
Registrar and Transfer Co.	iManage App Services	47,250.00	12/31/2011
CEC Entertainment Concepts, L.P.			
	iManage Sys Services	40,800.00	12/31/2011
Colonial Savings, F.A.	iManage Sys Services	117,879.28	12/31/2011
Nationwide Credit, Inc	iManage Sys Services	105,600.00	12/31/2011
Credit Protection Agency	iManage Sys Services	55,200.00	7/31/2011
DavisVision	iSOS Services	8,400.00	7/31/2011
County of Cumberland	iSOS Services	6,900.00	7/31/2011
<b>Subtotal iManage Sys and iSOS</b>		<b>448,329.28</b>	<b>Annual Hours 3562.71</b>

Western Reserve	z/IPMon Maint	13,369.24	3/28/2012
Pulsen	z/IPMon Maint	4,521.00	3/31/2012
Fratelli Carli S.p.A.	z/IPMon-Maint	17,150.40	4/9/2015
AutoData Norway	z/IPMon-Maint	9,312.23	4/30/2012
Mid America Computer Co.	z/IPMon-Maint	1,425.00	9/24/2011
<b>Subtotal z/IPMon for z/VSE</b>		<b>45,777.87</b>	
AutoData Norway	zWare Maint	29,557.84	4/27/2013
Coleman University	zWare Maint	6,666.67	12/31/2014
Howard Industries	zWare Maint	10,473.81	4/30/2012
Registrar and Transfer Co.	zWare Maint	9,966.67	Perpetual
Terex Telelect, Inc.	zWare Maint	11,317.14	8/19/2012
<b>Subtotal z/Ware</b>		<b>67,982.13</b>	
County of Alameda	zWebO-Maint	10,497.19	6/30/2014
First Data Deutschland GmbH	zWebO-Maint	30,007.48	4/30/2014
State of Washington	zWebO-Maint	10,564.68	1/30/2012
<b>Subtotal z/Web-Host for z/OS</b>		<b>51,069.35</b>	
Ben-Gurion University	zWebSv-Maint	2,000.00	8/20/2011
George Washington U.	zWebsv-Maint	4,292.53	6/30/2012
IBM Corporation c/o NiSource	zWebSv-Maint	14,783.25	2/28/2012
University of Connecticut	zWebSv-Maint	11,281.83	7/1/2012
Bank of America	zWebSv-Maint -- KC CPU	46,050.27	12/31/2011
Bank of America	zWebSv-Maint -- SF CPU	18,735.44	4/30/2012
<b>Subtotal z/Web-Server for z/VM</b>		<b>97,143.32</b>	

Carpenters Trust Fund	zWebV-Maint	19,700.25	9/30/2012
Clark Public Utilities	zWebV-Maint	14,528.14	11/1/2011
Colonial Savings, F.A.	zWebV-Maint	10,205.34	2/13/2012
EBY-Brown	zWebV-Maint	9,927.23	11/30/2011
Financial Services, Inc.	zWebV-Maint	7,517.50	5/31/2015
Fratelli Carli S.p.A.	zWebV-Maint	15,057.36	8/31/2013
Nebraska Book Company	zWebV-Maint	14,783.15	2/14/2014
North East Independent School District	zWebV-Maint	8,951.38	Perpetual
Republic Storage Systems	zWebV-Maint	9,577.58	6/30/2012
School District of Lee County	zWebV-Maint	4,267.00	3/31/2012
South Jersey Industries	zWebV-Maint	10,754.58	3/13/2012
Systronics, Inc.	zWebV-Maint	15,169.65	4/21/2013
<b>Subtotal z/Web-Host for z/VSE</b>		<b>140,439.16</b>	
<b>Total</b>	<b>904,067.51</b>	<b>'11: 487,693.22</b>	<b>'12: 270,092.90 '13: 72,339.67</b>
		<b>'14: 78,682.20 '15: 32,808.31</b>	
<b>Total annual billings:</b>	<b>487,693.22</b>	<b>757,786.12</b>	<b>830,125.80</b>
<b>Total 29 month billings</b>	<b>2,075,605.14</b>		
<b>Annualized</b>	<b>858,871.09</b>		

## Attachment C

### PRODUCT LIBRARIES AND OBJECTS:

All illustro software product libraries, objects, macros, source code and tools for the products identified on Attachment A, which are used for development and support reside on the Company's z/PDT computer development center in illustro's data center located in Dallas, Texas.

**Attachment D**  
**Software, Assets and Other Related Property**

Linksys wireless PCI adapter card, WMP11

Linksys wireless PC notebook adapter, WPC54G

19" center-weight shelf, 16-gauge steel, black

Sony computer and View Sonic monitor

Switches/UPS, etc.

Switches/UPS, etc.

Linksys router, wireless print server for printer

Linksys cards (for wireless)

2 Samsung SP4002H 40GB disk drives

Adaptec SCSI PCI Card

Fujitsu M2485HD tape drive, SN-JU 1025-9622

iCYA hardware for back-up unit

iCYA hardware for back-up unit

iCYA hardware for back-up unit

Cost of video card for backup iCYA unit

2 -- 36.4GB 10K rpm Ultra 160 SCSI Hot-Swap SL HDD

New keyboard and mouse

Laptop, Compaq 3070 P4

Laptop, Compaq 3070 P4

IBM ThinkPad T40 1.6GHz 512MB 80GB CDRW/DVD WiFi X

iCYA hot swap unit 08/03/2004 200DB

240KX hard drive



Dell PowerEdge 1300 for DC  
Monitor

PCG-K33P VAIO Notebook

iCYA hardware

Four PCs -- Dell Dimension 3000 Series

Two Dell E193FP 19" FP Color LCD monitors

GJ 421 iCYA hardware

Bill Dell Latitude laptop

Bill Dell UltraSharp 20" monitor

Bill Dell laptop

Bill Dell OptiPlex GX620 Minitower

PowerVault

Thinkpad

Notebook, AMD Sempron 15.4"--CA

Dell Latitude D620

Dell 2407WFP monitor

Dell Latitude D620

16 Cisco IP Phones 7960G, Global

2 Cisco IP Phones 7960G, Global

Dell Latitude D420

Base System 2--PC based Access Control System

IBM System x3650 (zPDT System)

2 - 500 GB Dual Prot Hot-Swap SATA

iCYA demo Machine

Dell computer

QuickBooks 2003

Windows XP Pro upgrade

Expensable

MS Office Xp Pro

NetTracker 6.0 professional license, SN: 875-2930524

Media Tools Professional 2003 Home

Windows XP Pro Upgrade

ME 8.0 Pervasive Workgroup CRM User Upgrade

WonderDesk SQL

ActiveXperts Network Monitor

Maximizer upgrade

GlobalSCAPE FTP Server 3

WIN Small Bus. Server Cal

BrightStor ARCserve Backup

GoodLink Starter Pack (one time fee) -- includes server softw

CMS SAS/C compiler and library

Apart Javascript Suite, Library License

Workflow Automation (One Connection)

### **Furniture & Fixtures**

Phone, fax, wireless routers

Workdesks

Refrigerator

A/C unit for data center

A/C unit for data center (2)

Fax & laser printer for CA

Desks for Quad office

Cabinets

## Attachment E

### SOFTWARE ERRORS AND PROBLEM LOG:

Open Calls by Dept as of 8/11/11

Call	Date created	Created by	Staff ID	Dept	Subject
153	16-11-2010-08:29	KenRipple	emoseley	a. z/IPMon	"Error on Page" browser error...
174	8-8-2011-13:38	brad_davies@wrg-ins.com	mlude	a. z/IPMon	D/R Test
136	10-6-2010-07:41	SEVERHART	mlude	a. z/IPMon	ZIPSTT142E Size of connection table exceeded
156	2-12-2010-12:25	Kent.Kilbrandt	mlude	a. z/IPMon	ZIPOSA095E Dataspace 0CEA is full
142	28-7-2010-09:47	SEVERHART	jlawsen	a. z/IPMon	Not notified via email when alert condition met
164	4-2-2011-07:17	geirf	Unowned	a. z/IPMon	ACCB003E ACS Initialization error.
134	1-6-2010-10:11	SEVERHART	mlude	a. z/IPMon	LOST CONTACT with the server
147	18-8-2010-13:46	SEVERHART	emoseley	a. z/IPMon	Browser looks strange when z/IPMon opens
150	16-9-2010-10:10	brad_davies@wrg-ins.com	emoseley	a. z/IPMon	Stack Overflow at line:0
173	4-8-2011-03:30	geirf	mlude	a. z/IPMon	IPMon license password
135	7-6-2010-16:25	bjudson	mlude	a. z/IPMon	FTP Error
167	24-2-2011-14:43	mgan	emoseley	b. z/Web-Host	z/ Web-Host Problem
171	8-5-2011-10:12	tmot9273	carney	b. z/Web-Host	Need DR temp key

# Attachment F

## ACCOUNTS RECEIVABLE:

<u>Customer Name</u>	<u>Country</u>	<u>Invoice No.</u>	<u>Invoice Date</u>	<u>Invoice Amt.</u>	<u>Due Date</u>	<u>Maint. Period</u>
Colonial Savings		4753	6/30/11	\$31,901.08	9/25/11	
County of Cumberland		4744	7/13/11	575.00	9/2/11	
County of Cumberland		4762	8/11/11	575.00	9/10/11	
Credit Prot. Agency		4763	8/11/11	4,600.63	9/10/11	
Davis Vision Inc.		4764	8/11/11	700.00	9/10/11	
PC Mall-Gov		4765	8/19/11	20,987.73	10/3/11	
Terex Telelect, Inc.		4766	8/25/11	700.00	9/5/11	
Credit Prot. Agency		4767	8/26/11	7,130.97	9/25/11	

## Attachment G

### THIRD PARTY AGREEMENTS:

Illustro's Master Purchase and Sale Agreement with Bibby Financial Services shall be modified and ultimately terminated in accordance with the Payoff and Termination Agreement and General Release by and between Illustro, UNICOM, and Bibby Financial. No other third party agreements related to the assets are currently active or in affect.

# Attachment H

## PENDING LITIGATION OR SUITS:

None.

# Attachment I

## INTELLECTUAL PROPERTY ASSIGNMENT

z/Ware™  
z/Web-Host™  
z/Web-Server™  
z/XML-Host™  
z/Encrypt™  
z/IPMon@  
CMSAccess™  
iManage™  
iSOSTM  
iCYA™  
iKnow™  
iServer™  
iResource™  
iTips™  
See The Light™  
See What You've Been Missing™  
Mainframe 2.0™  
VSEESA.COM  
ZIPMON.COM  
ZIPMON.NET  
ZIPMON.ORG  
ZVSE.COM  
ZVSE.NET  
Z-VSE.NET  
ZVSE.ORG  
Z-VSE.ORG