

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DudeWorks Inc.		01/01/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Logiknet, Inc.		
Street Address:	3205 Wenonah Ave.		
City:	Berwyn		
State/Country:	ILLINOIS		
Postal Code:	60402		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3508379	DUDEWORKS	
CORRESPONDENCE DATA			
Fax Number:	(312)236-7516		
Phone:	312-368-4000		
Email:	mary.wysocki@dlapiper.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Jennifer E. Lacroix		
Address Line 1:	P. O. Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
ATTORNEY DOCKET NUMBER:	379784-000001		
NAME OF SUBMITTER:	Jennifer E. Lacroix		
Signature:	/Jennifer E. Lacroix/		
Date:	03/08/2012		

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**Total Attachments: 9**

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, made and entered into this 1<sup>st</sup> day of January, 2011, by and among Rob Olson (herein collectively called "Seller" or the "Sellers") and LOGIKNET, INC., an Illinois corporation (herein called "Purchaser");

### WITNESSETH:

WHEREAS, Seller is engaged in the business of computer programming which is located at 17651 Fan Palm Lane, Riverside, California, 92503; and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, Certain assets of Seller in accordance with all the terms and subject to all of the conditions herein set forth.

NOW, THEREFORE, in consideration of the premises hereof (which the parties agree are hereby incorporated into and made a part of their agreement herein) and of the mutual covenants and agreements herein set forth, it is hereby agreed as follows:

#### 1. Definitions

"Agreement" shall mean this Asset Purchase Agreement.

"Contract Date" shall mean the date of this Agreement.

"Closing" shall mean the act of completion of the closing of the transactions contemplated by this Agreement on the Closing Date as set forth in Article 10 hereof.

"Closing Date" shall mean the date on which the Closing takes place as set forth in paragraph 10.1 hereof.

"Included Assets" shall mean collectively all of the assets and properties of Seller specifically included from the Sale Assets as provided in paragraph 2.1 hereof.

"Profit" shall mean the positive gain from the business operation after subtracting for all expenses using an accrual method on a management accounting basis. Purchase orders received during 2010 and paid during 2011 will be excluded from the Profit calculation.

"Sale Assets" shall mean collectively all of the assets, properties of Seller to be sold, transferred, conveyed and assigned to Purchaser hereunder as provided in paragraph 2.1 hereof.

  
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## 2. Assets and Properties Being Sold

**2.1 Sale Assets.** On the terms and subject to the conditions herein set forth, at the Closing, Seller shall sell, assign, transfer and convey to Purchaser, and Purchaser shall purchase and acquire the following:

2.1.1 All rights to the following domain names owned by Seller.  
dudeworks.com, dudeworks.net, dudeworks.org, dudeworks.info, dudeworks.biz,  
dudeworks.us

2.1.2 All Rights to the following Software owned and or developed by Seller: Inventory Manager, MOF Editors, and Client Health Scripts (herein called collectively "Software" or "Software Products").

2.1.3 All price lists, sales records, customer accounts and customer lists of the Software products being transferred to Purchaser (herein called collectively "Records").

2.1.4 The "DudeWorks" trade names, trademarks, trademark registrations and applications, copyrights and copyright registrations, label filings; brand names, logos and applications therefor, and the goodwill symbolized thereby.

## 3. Assumption of Specific Obligations by Purchaser

**3.1 Assumed Obligations.** Upon the Closing, in addition to the Purchase Price herein provided and as part of the consideration for the sale, assignment, transfer and conveyance of the Sale Assets to Purchaser as herein provided:

3.1.1 Purchaser agrees to service existing and former customers of Software assets being purchased in good faith and respect.

3.1.2 Maintain respectful good standing service to the trademark "DudeWorks" and not at any time degrade or demean its value or have cause to negatively impact the trademarked name, brand, logo and or reputation of.

## 4. Purchase Price, Employment and Ownership.

**4.1 Purchase Price.** In addition to the assumption of the Assumed Obligations hereunder, Purchaser agrees to pay to Seller, and Seller agrees to accept, as the aggregate purchase price hereunder for the Sale Assets (herein called the "Purchase Price"), an amount equal to (Fifty Thousand dollars \$50,000) as advanced payment towards annual profit share of 5% in LogikNet for 2011. This will be paid on the closing date.

**4.2 Employment.** LogikNet, Inc agrees to employ Rob Olson as an employee with role and Title of Vice President and or Chief Technology Officer. Mr. Olson will begin work on November 1, 2010 and will be paid a salary of \$150,000 per calendar year. Mr. Olson will be considered an employee at Will.

**4.3 Ownership.** Mr. Olson will also receive 5% of the common shares of LogikNet and 5% of the Profits, that accrue from January 1, 2011 to December 31, 2011, less the "Purchase Price" described in 4.1. On January 1, 2012, Mr. Olson will be entitled to 10% of the common stock and not be entitled to share in the Profits except to the extent of his stock ownership. In the event Rob Olson leaves LogikNet, Inc on his own within 2 years after acquiring stock in LogikNet, LogikNet will have the option to purchase 5% of his ownership interest in LogikNet for \$25,000, and full profit share for sales closed up to the date of departure, and return the non-software assets purchased under this agreement, unless otherwise modified in writing. If LogikNet terminates Mr. Olson within 2 years, Mr. Olson gets full profit share for the full 2 years and LogikNet will purchase 5% of his ownership interest back for 50% of its valuation based on the average profits of the 2 year period.

**5. Representations, Warranties and Covenants of Seller.**

Seller hereby represent, warrant and covenant to Purchaser that the following statements are true and correct as of the Contract Date, and will be true and correct on the Closing Date:

**5.1 Authority and Binding Obligation.** All action necessary to authorize the execution and delivery by Seller of this Agreement and the other documents required to be executed by Seller hereunder and the performance of its obligations hereunder and thereunder have been duly taken. The execution and delivery of this Agreement and the other documents required to be executed by Seller hereunder and the performance of respective covenants and agreements herein and therein contained do not and will not constitute or result in any material breach of any of the terms, conditions or provisions of, or constitute a default under, any provision of law known to Seller or any indenture, agreement or other instrument of which Seller is a party or be which either of them may be bound, or any order, decree, judgment or regulation of any arbitrator, court or governmental body having jurisdiction over Seller or any of the Sale Assets, or result in the creation of any lien, charge or encumbrance upon any of the Sale Assets. This Agreement is a legal, valid and binding obligation of Seller, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditors' rights generally or the availability of equitable remedies.

**5.2 Title to Transferred Assets.** Subject to the Assumed Obligations, at the Closing, Seller will have good and marketable title, free and clear of any claim, liability, tax lien, security interest, encumbrance, restriction, or adverse right of use or ownership to all of the Sale Assets.

**6. Conditions Precedent to Obligations to Purchaser**

All of the obligations of Purchaser hereunder are subject to the following express conditions precedent (all or any of which may be waived in whole or in part by Purchaser), having been fulfilled on or before the Closing Date:

**6.1 Representations and Warranties.** The representations and warranties of contained herein shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, except for such changes

therein as are expressly required or permitted by the terms of this Agreement or consented to in writing by Purchaser.

## **7. Conditions Precedent to Obligations of Seller**

All of the obligations of Seller hereunder are subject to the following express conditions precedent (all or any of which may be waived in whole or in part by Seller) having been fulfilled on or before the Closing Date:

**7.1 Representations and Warranties.** The representations and warranties of Purchaser contained herein shall be true on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, except for such other changes therein as are expressly required or permitted by the terms of this Agreement or consented to in writing by Seller.

**7.2 No Litigation:** No claim, proceeding, investigation or litigation, either administrative or judicial, shall be threatened or pending against any of the parties hereto which, in the reasonable opinion of counsel for Seller, presents a reasonable possibility that the transactions contemplated by this Agreement would be enjoined or prevented.

## **8. Closing**

**8.1 Closing Date.** The Closing shall take place on January 1, 2011 at the offices of Joseph T. Gentleman, Suite 1401, 33 North Dearborn Street, Chicago, Illinois 60604, at 10:00 a.m., local time, or at such other date, time and place as shall be fixed in writing by the mutual consent of Seller and Purchaser. The Closing shall be deemed to be effective as of the close of business on the Closing Date.

**8.2 Purchaser's Deliveries.** At the Closing, Purchaser shall execute and deliver, or cause to be executed and delivered, the following:

8.2.1 If applicable Certified copy of the appropriate proceedings of the Board of Directors of Purchaser authorizing and approving this Agreement and the transactions and documents contemplated herein.

8.2.2 Stock certificates in the amount of 5% of total company stock, with remainder 5% due January 1, 2012 for a total of 10% total company stock certifications issued to Seller.

**8.3 Possession.** Upon the Closing, possession of all of the Sale Assets being assigned to Purchaser hereunder shall be delivered to Purchaser.

## **9. Indemnification and Survival**

**9.1 Survival of Representations and Warranties of the Seller.** The representations and warranties of the Seller in this Agreement shall survive and remain in full force and effect only until the first anniversary of the Closing.

**9.2 Survival of Representations and Warranties of Buyer.** The representations and warranties of the Buyer in this Agreement shall survive and retain in full force and effect only until the first anniversary of the Closing.

**9.3 Claims for Breach of Representations and Warranties.** To preserve a claim for a breach of a representation or warranty, the party claiming the breach shall be obligated to notify in writing the party claimed to be in breach of any such breach, or facts that can reasonably be expected to give rise to such breach, while such representation and warranty is still in full force and effect; failure to do so shall bar a party's claim of breach with respect to such representation or warranty forever.

**9.4 Seller Indemnification.** Subject to the express limitations and conditions set forth in this Article II, the Seller shall severally indemnify, defend and hold harmless the Buyer and its Affiliates from, against and in respect of any and all Damages arising out of, resulting from or in any way related to: (i) any breach of any representation or warranty made by the Seller in this Agreement or in any certificate or document required to be delivered by Seller pursuant hereto; (ii) any failure to perform or satisfy any of the covenants or agreements made by the Seller in this Agreement or in any certificate or document required to be delivered by Seller pursuant hereto; (iii) any failure to perform or satisfy any of the covenants and agreements made by the Seller in this Agreement or in any certificate or document required to be delivered by the Seller.

**9.5 Buyer Indemnification.** Subject to the express limitations and conditions set forth in this Article II, the Buyer shall indemnify, defend and hold harmless the Seller, the Beneficiaries and their Affiliates from, against and in respect of any and all Damages arising out of, resulting from or in any way related to: (i) any breach of any representation or warranty made by the Buyer in this Agreement or in any certificate or document required to be delivered by Buyer pursuant hereto; (ii) any failure to perform or satisfy any of the covenants or agreements made by the Buyer in this Agreement or in any certificate or document required to be delivered by Buyer pursuant hereto and/or (iii) the Assumed Liabilities.

**9.6 Procedure.** Promptly after the assertion by any third party of any claim, demand or notice (a "**Third Party Claim**") against any Person or Persons entitled to indemnification under this Article II (the "**Indemnified Parties**") that results or could reasonably be expected to result in the incurrence by such Indemnified Parties of any Damages for which the Indemnified Party would be entitled to indemnification pursuant to this Agreement, such Indemnified Parties shall promptly notify the parties from whom such indemnification could be sought (the "**Indemnifying Parties**") of such Third Party claim; provided, however, that any failure to give such notice shall not waive any rights of an Indemnified Party except to the extent the rights of the Indemnifying Party are actually prejudiced or to the extent that any applicable period contemplated by Section 11 hereof has expired without notice being given. Thereupon, the Indemnifying Parties shall have the right, upon written notice (the "**Defense Notice**") to the Indemnified Parties within 30 days after receipt by the Indemnifying Parties of notice of the Third Party Claim (or sooner if such claim so requires) ("**Defense Notice Deadline**") to conduct, at their own expense, the defense against the Third Party Claim in their own names or, if necessary, in the name of the Indemnified Parties. The Defense Notice shall specify the counsel the Indemnifying Parties shall appoint to defend such Third Party Claim (the

"Defense Counsel"), and the Indemnified Parties shall have the right to approve the Defense Counsel, which approval shall not be unreasonably withheld. In the event the Indemnified Parties and the Indemnifying Parties cannot agree on such counsel within 10 days after the Defense Notice is given, then the Indemnifying Parties shall propose an alternate Defense Counsel, which shall be subject again to the Indemnified Parties' approval, which approval shall not be unreasonably withheld. Any Indemnified Party shall have the right to employ separate counsel in any such Third Party Claim and/or to participate in the defense thereof, but the fees and expenses of such counsel shall not be included as part of any Damages incurred by the Indemnified Party unless (A) the Indemnifying Parties shall have failed to give the Defense Notice within the prescribed period, (B) the interest of the Indemnified Party and the Indemnifying Parties with respect to the Third Party Claim are sufficiently adverse to prohibit the representation by the same counsel of both parties under applicable Legal Requirements, ethical rules or equitable principles, or (C) the employment of such counsel at the expense of the Indemnifying Parties has been specifically authorized by the Indemnifying Parties. The Party or Parties conducting the defense of any Third Party Claim shall keep the other Parties apprised of all significant developments.

#### **9.7 Settlement and Compromise.**

(i) At no time prior to the expiration of the Defense Notice Deadline shall an Indemnified Party admit any liability with respect to or settle, compromise or discharge any Third Party Claim without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

(ii) Upon receipt of a Defense Notice, the Indemnified Party shall not admit any liability with respect to, or settle, compromise or discharge any Third Party Claim without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

(iii) In the event that the Indemnifying Party has not provided to the Indemnified Party a Defense Notice with respect to Third Party Claim within the Defense Notice Deadline, then the Indemnified Party may admit liability with respect thereto, defend, settle, compromise and discharge such Third Party Claim without in any way relieving the Indemnifying Party of its obligations hereunder.

#### **10. Assignment**

Neither this Agreement nor the rights or obligations contained herein shall be assignable by any party except with the written consent of all of the other parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors and assigns, subject to the foregoing sentence.

#### **11. Notices**

All notices, requests, demands and other communications hereunder shall be in writing, and shall be deemed to have been given when delivered in person or received by first class, registered or certified U.S. mail, return receipt requested, postage and registration or certification





fees prepaid, or delivered by reliable overnight delivery service, providing a receipt evidencing delivery, or by facsimile with a copy also delivered by any of the foregoing means:

If to Purchaser, to: John Juris  
3205 Wenonah Ave.  
Berwyn, IL 60402  
Telephone: (708) 788-8207

with a copy to: Joseph T. Gentleman  
33 N. Dearborn Street  
Suite 1401  
Chicago, Illinois 60602  
Telephone: (312) 220-0020

If to Seller, to: Rob Olson  
17651 Fan Palm Lane  
Riverside, California 92503  
Telephone: (951) 288-0206

or at such other address as hereafter shall be furnished by a notice sent in like manner by such addressee to the others.

## 12. Miscellaneous

**12.1 Severability.** Every provision of this Agreement is intended to be severable, and, if any term or provision is determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.

**12.2 Exhibits, Schedules and Headings.** The Exhibits and Schedules to this Agreement are hereby made a part hereof and shall be construed with and as an integral part of this Agreement. The headings of the various Articles and paragraphs of this Agreement have been inserted for convenience only, are not a part of this Agreement, and shall not be deemed in any manner to modify, explain, enlarge, or restrict any of the provisions of this Agreement.

**12.3 Expenses.** Except where otherwise expressly provided for in this Agreement, each of the parties hereto shall pay their own expenses, including without limitation the fees and expenses of their respective attorneys and accountants, in connection with this Agreement and the transactions contemplated herein, whether or not the Closing takes place.

**12.4 Waiver.** Failure or delay on the part of any of the parties hereto to exercise any right, power or privilege hereunder, or under any instrument executed pursuant hereto, shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. All waivers hereunder must be in writing.



**12.5 Further Assurances.** Following the Closing, the parties, without further consideration of any kind, shall each execute and deliver, or cause to be executed and delivered, such other instruments, and take, or cause to be taken, such other action, as shall reasonably be requested by another party hereto to more effectively assign, transfer and convey the Sale Assets to Purchaser or to more effectively carry out the other terms and provisions of this Agreement. Seller shall use reasonable efforts to assist Purchaser in effecting a smooth transition in ownership of the Sale Assets after the Closing Date, but Seller shall not be required to incur any cost or expense other than as specifically provided herein.

**12.6 Entire Agreement.** This Agreement (including the Exhibits hereto and other documents referred to herein as having been delivered or furnished by either party to the other) constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written; between the parties hereto with respect to the subject matter hereof.

**12.7 Amendments.** This Agreement may not be modified or changed except by an instrument or instruments in writing signed by both of the parties hereto.

**12.8 Governing Law.** This Agreement shall be governed and construed and enforced in accordance with the laws of the State of Illinois without regard to its conflicts of law provisions. Any disputes related to this agreement must be brought in Cook County Illinois.

**12.9 Gender and Number.** Whenever the context requires or permits, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender or, neuter shall be deemed to mean or include any other gender and neuter.

**12.10 Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary or convenient, each of which when so executed shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

**12.11 Public Announcement.** The parties will cooperate as to and jointly approve the contents of a general public announcement of this transaction upon the execution and delivery of this Agreement.

**12.12 Specific Performance and Injunctive Relief.** The parties hereto expressly acknowledge and agree that the Sale Assets are special and unique and that a breach of any of the terms or provisions of this Agreement in respect to the sale and purchase thereof will result in irreparable injury for which there is no adequate remedy at law, and therefore, Purchaser shall be entitled to equitable relief and specific performance to compel compliance hereunder. Furthermore, if Seller shall at any time breach, or in any manner violate, any of its covenants provided in Article 13 hereof, then Purchaser shall be entitled to equitable relief against Seller by way of an injunction (in addition to, but not in substitution for, any and all other relief to which Purchaser may be entitled, either at law or in equity) to restrain Seller from such breach and to compel compliance by Seller with its obligations hereunder, and Seller does hereby waive any proof that such breach will cause irreparable injury to Purchaser, or that there is no adequate remedy at law.

**12.13 Fax Copies.** Purchaser and Seller agree that "Facsimile" transmissions of signed documents shall be regarded and accepted as if they bore original signatures. Promptly after

such Facsimile transmission the original documents bearing the original signatures shall be provided to the other party.

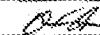
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

**SELLER:**

Robert B. Olson

By:  \_\_\_\_\_

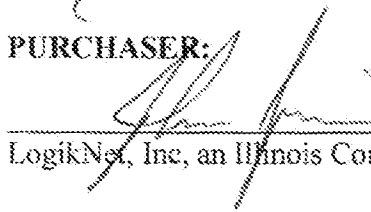
Name: \_\_\_\_\_

Title:  \_\_\_\_\_

**SELLER:**

 \_\_\_\_\_  
Rob Olson

**PURCHASER:**

 \_\_\_\_\_  
LogikNet, Inc, an Illinois Corporation