

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
vMonitor, Inc.	FORMERLY vMonitor.com, Inc.	08/22/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	IAI Technology LLC		
Street Address:	4321 W. Sam Houston Parkway		
Internal Address:	Suite 110		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77043		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2833375	TOTALACCESS	
CORRESPONDENCE DATA			
Fax Number:	7133498755		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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Email:	mroebuck@roebuckiplaw.com		
Correspondent Name:	Michael Roebuck		
Address Line 1:	6750 West Loop South		
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Address Line 4:	Bellaire, TEXAS 77401		
NAME OF SUBMITTER:	MICHAEL ROEBUCK		
Signature:	/MICHAEL ROEBUCK/		
Date:	10/30/2013		

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**ASSET PURCHASE AGREEMENT**

**. BETWEEN**

**VMONITOR, INC.**

**AND**

**IAI TECHNOLOGY LLC**

**Effective Date: August 22, 2009**

**Closing Date: August 25, 2009**

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**LIST OF EXHIBITS AND SCHEDULES:**

Exhibit A – Form of Assignment and Assumption and Bill of Sale  
Schedule 1.0 – Table of Definitions  
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Schedule 2.1 – Payment to Sellers/Adjustments to Purchase Price  
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Schedule 4.9 – Financial Statements  
Schedule 4.20 – Assigned Contracts (projects in execution)  
Schedule 4.24 – Insurance  
Schedule 4.26 – Intellectual Property  
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## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the 10th day of August, 2009 (the "Execution Date"), by and among VMonitor Inc. ("Seller") and IAI Technology LLC ("Buyer").

### RE:ITALS

A. Seller is engaged in the business of providing manufacturing, construction and assembly of electronic parts and services and providing hardware and software relating to *inter alia* to oilfield production monitoring ("Seller's Business" herein). Seller also owns certain intellectual or intangible property (whether owned or licensed) including, without limitation, trademarks, trademark registrations and applications, service marks, trade names, corporate names and fictitious names, copyrights, copyright registrations, works of authorship, patents, patent applications, industrial design registrations and applications, integrated circuit topography applications and registrations, design rights, inventions, trade secrets, data, technical information, confidential information, designs, plans, specifications, formulas, processes, patterns, compilations, devices, techniques, mask works, methods, shop rights, know-how, show-how, and other business or technical confidential or proprietary information in each case whether or not such rights are patentable, copyrightable, or registrable, software and computer hardware programs and systems, source code, object code, databases, and documentation relating to the foregoing; domain names and internet addresses, and content with respect to internet websites including such content in its electronic form and other proprietary information owned, controlled, created, under development or used by or on behalf of any Person in whole or in part and whether or not registrable or registered, and any registrations or applications for the foregoing (the "Intellectual Property" herein).

B. Buyer desires to purchase from Seller and Seller desires to sell to Buyer substantially all of the assets, properties and rights of Seller relating to Seller's Business on the terms and conditions hereinafter set forth. Additionally, Buyer desires to purchase from Seller all of the Intellectual Property.

C. As additional consideration, and as a material inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Seller agree to make the representations, warranties, indemnities, covenants and agreements relating to the sale of Seller's Business and the Intellectual Property as set forth in this Agreement.

D. Capitalized terms used herein shall have the meaning set forth in the Table of Definitions attached hereto as Schedule 1.0 unless otherwise defined herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, agreements, representations and warranties contained herein, the parties hereto hereby agree as follows:

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TRADEMARK  
REEL: 005141 FRAME: 0788



**ARTICLE I**  
**ASSETS AND LIABILITIES**

1.1. Acquired Assets.

(a) Subject to the terms and the conditions set forth in this Agreement and on the basis of the representations and warranties herein, Seller agrees to sell, convey, transfer, assign and deliver to Buyer and Buyer agrees to purchase, receive and accept from Seller all of its right, title and interest in and to the assets and properties of every kind, character and description (other than property and rights specifically excluded in this Agreement), used in or for the benefit of Seller's Business, whether tangible, intangible, personal or mixed, and wherever located, including but not limited to the Intellectual Property (collectively referred to hereinafter as the "Acquired Assets"), including but not limited to the assets set forth at Schedule 1.1 hereto.

(b) Without limitation of the foregoing, the Acquired Assets shall include all tangible property, equipment, tools, supplies, (including office supplies and furnishings but excluding inventory items pursuant to Section 4.25 used for manufacturing electronics), customer and vendor lists, goodwill, name, website, software, Intellectual Property, drawings, plans, schematics, Assigned Contracts, Assigned Personal Property Leases, copies of books and records (including customer records and files to the extent transferable under applicable law relating to Seller's Business), all Licenses, permits, and certificates to the extent transferable to Buyer, and the Working Capital hereinafter set forth in paragraph 1.2 hereof. In the event original documents are required by Buyer for purposes of conducting Seller's Business including *inter alia* collecting accounts receivable, Seller will provide reasonable cooperation to Buyer in that regard.

1.2. Excluded Assets. Notwithstanding anything contained in Section 1.1, Buyer is not purchasing Seller's assets or properties expressly set forth on Schedule 1.2 (such assets being referred to as the "Excluded Assets" and such Schedule 1.2 being referred to herein as the "Excluded Assets Schedule").

1.3. Assumed Liabilities. As of the Closing Date, the Seller shall assign to the Buyer and the Buyer shall assume Seller's obligations arising from events occurring on or after the Effective Date under those agreements and contracts designated specifically on Schedule 4.3 as Assigned Personal Property Leases and on Schedule 4.20 as Assigned Contracts as well as any current liabilities used to reduce the Working Capital as provided in 1.2 and listed on Schedule 1.2 (collectively, the "Assumed Liabilities").

1.4. Excluded Liabilities. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER DOES NOT ASSUME AND SHALL NOT BE LIABLE FOR ANY OF THE DEBTS, OBLIGATIONS OR LIABILITIES OF SELLER, SELLER'S BUSINESS, ANY STOCKHOLDERS OR ANY AFFILIATE OF SELLER OR STOCKHOLDERS, WHENEVER ARISING AND OF WHATEVER TYPE OR NATURE. In particular, but without limiting the foregoing, Buyer shall not assume, and shall not be deemed by anything contained in this Agreement (other than Section 1.3 Assumed Liabilities) to have assumed and shall not be liable for any debts, obligations or liabilities of Seller, any Affiliate of Seller or Seller's Business whether known or unknown, contingent, absolute or otherwise and whether or not they would be included or disclosed

in financial statements prepared in accordance with GAAP (the "Excluded Liabilities") except for any current liabilities used to reduce the Working Capital as provided in 1.2. Without limitation of the foregoing and except as expressly provided herein, the Excluded Liabilities shall include debts, liabilities and obligations: (a) under any real estate lease or any contract or agreement to which Seller is a party or by which Seller or Seller's Business is bound that has not been listed as an Assigned Contract on Schedule 4.20 hereof or any Personal Property Lease by which Seller or Seller's Business is bound that has not been listed as an Assigned Personal Property Lease on Schedule 4.8 hereof; (b) with respect to any Assigned Contract or Assigned Personal Property Lease, arising from the period prior to the Closing Date; (c) arising out of any collective bargaining agreement to which any of the Seller is a party; (d) for any employee pension plan or any retirement obligations; (e) for any obligation for Taxes payable by Seller; (f) for any liability for local or state sales, use or transfer tax and taxes that may be imposed upon the sale or assignment of the Acquired Assets pursuant to this Agreement and the Assignment and Assumption and Bill of Sale, regardless of when such obligations may become known and due; (g) for any damages or injuries to persons or property or for any tort or strict liability arising from events, actions or inactions in Seller's Business or the operation of Seller's Business prior to the Closing Date; (h) arising out of any litigation arising with respect to the period prior to the Effective Date, whether or not threatened or pending on or before the Effective Date; (i) incurred by Seller or by Seller's Business for borrowed money; (j) for any accounts payable of Seller or any Affiliate of Sellers other than the trade payables listed on Schedule 1.4(j) which are included in the Assumed Liabilities. The intent and objective of Buyer and Seller is that, except for liabilities explicitly assumed by Buyer hereunder, Buyer does not assume, and no transferee liability shall attach to Buyer pertaining to, any of the Excluded Liabilities.

With respect to the PDO Volume Discount as identified on Line 581 of the Interim Financial Statement, in the event PDO seeks payment or credit for such discount, neither Buyer nor Seller has agreed in this Agreement to pay or honor the discount and the amount of any discount claimed or requested will not be applied as an adjustment to Working Capital under Section 2.1 or be deducted from the Contingent Payments in Section 2.4.

1.5. Employees. Buyer shall be under no obligation to hire any of Seller's employees, but shall be free to do so if it so desires. Once any employee accepts employment by Buyer, that employee's personnel file will be turned over to Buyer and any applicable employment related contracts will, if requested by Buyer and to the extent permitted in any such contracts, be assigned by Seller to Buyer. For any employees not hired, Seller will cooperate fully with Buyer in enforcing any confidentiality or noncompete provisions in any such contracts that existed as of Closing at Buyer's sole cost and expense. For any employees hired by Buyer, Buyer will be responsible for any accrued but untaken vacation.

1.6. Instruments of Transfer. The sale of the Acquired Assets and the assumption of the Assumed Liabilities as herein provided shall be effected at Closing by the Assignment and Assumption and Bill of Sale in the form attached hereto as Exhibit "A".

1.7. Payment of Sales Taxes. Seller covenants and agrees to pay any and all sales, use or other transfer taxes payable by reason of the transfer and conveyance of the Acquired Assets hereunder. The parties will prepare and deliver and if necessary file at or before Closing all transfer

tax returns and other filings necessary to vest in Buyer full right, title and interest in the Acquired Assets.

## ARTICLE II PURCHASE PRICE

2.1. Purchase Price. Subject to an adjustments and transfer of Working Capital to Buyer which may be set forth below and in reliance on Seller and Stockholders' representations, warranties and covenants, the cash portion of the purchase price to be paid by Buyer to Seller for the Acquired Assets shall be One Million Five Hundred Seventy-Two Thousand Five Hundred Ten Dollars (\$1,572,510) which together with the payments described in Section 2.24 (collectively, the "Purchase Price"), to be paid to Seller and the other entities and individuals set forth on Schedule 2.1 hereto in the amounts set forth on said Schedule in immediately available funds via wire transfer on the Closing Date. Of this amount, Thirty Thousand Dollars (\$30,000) has previously been paid to Seller. All dollar amounts herein are in United States Dollars. Provided however, Seller shall transfer to Buyer at Closing, Working Capital in the amount of \$1,350,161. If the Working Capital balance is more or less than that amount on the August 22, 2009 Financial Statement to be delivered by Seller (the "Closing Balance Sheet"), the Purchase Price will be adjusted upward or downward accordingly. The cash portion of the Purchase Price shall be subject to a \$150,000.00 escrow agreement for a period of forty (40) days after Closing with such funds held in the trust account of Adair & Myers, PLLC. Within forty (40) days after Closing, Buyer will reconcile all current asset and liability accounts as shown on the August 22, 2009 Financial Statement and adjust the Purchase Price to reconcile Working Capital through escrow (plus cash payment from Buyer if the deficiency exceeds the escrow amount) for any deficiencies or by an additional cash payment to Seller for any increases in Working Capital. Seller's advisors will have 3 days to review the reconciling schedules and the agreed upon escrow funds balance will be released by mutual consent and any necessary cash payment made on the 44<sup>th</sup> day after Closing.

2.2. Pro-Rations. All ordinary course of business expenses incurred, such as ISP, will be pro-rated as of the Effective Date, such that Buyer is responsible for amounts incurred on or after the Effective Date and Seller is responsible for amounts incurred prior to the Effective Date.

2.3. Negotiated Value. The parties agree that the Purchase Price reflects the fair value of the Acquired Assets, agreed to by the parties hereto as a result of arms' length negotiations.

2.4. Contingent Payments. In addition to the payment described in Section 2.1 above, Buyer shall also pay to Seller the following "Contingent Payments:"

(a) Buyer shall pay to Seller fifty percent (50%) of the generated Gross Margin generated by Buyer on the Schlumberger N. Jurassic thirty (30) well project in Kuwait, but not to exceed One million five hundred thousand dollars (\$1,500,000).

(b) Buyer shall pay to Seller ten percent (10%) of the generated Gross Margin for goods and services provided by Buyer within three (3) years after the Effective Date on the next one hundred twenty (120) wells in the Schlumberger N. Jurassic project in Kuwait.

(c) Buyer shall pay to Seller seven percent (7%) of the Gross Revenue for the three (3) years following the Effective Date from those projects in UAE, Saudi Arabia, Kuwait, Oman and West Africa as identified on Schedule 2.4 (c).

(d) Contingent Payments shall be remitted to Seller on a quarterly basis in arrears and shall be accompanied by sufficient supporting information that Seller will be able to verify the calculation. Seller shall have the right upon reasonable advance written notice to Buyer to audit the books and records of Buyer relating to the project that resulted in the Contingent Payment to the extent necessary to verify the calculation of the payment. Unless Seller disputes such payment within six (6) months of receipt, such payment shall be conclusively deemed correct. Seller shall have the right to transfer the right to receive Contingent Payments to a successor entity or to a third party upon written notice to Buyer and upon such transfer, the transferee shall succeed to the audit rights in this Section. The above notwithstanding, Buyer will retain the right to setoff against any Contingent Payments any and all amounts owed to Buyer by Seller hereunder.

### ARTICLE III CLOSING

The Closing of the sale and purchase of the Acquired Assets ("Closing") shall take place on or before August 25, 2009 or such other date as the parties may mutually agree (the "Closing Date") at the offices of Thomas W Graves at ADAIR AND MYERS, PLLC, 3120 Southwest Freeway, Suite 320 Houston, Texas 77098 or by facsimile transmission and United States or overnight mail. Buyer and Seller shall use their respective good faith efforts to close this transaction as promptly as possible but no later than August 25, 2009. Once Closing has occurred, Closing shall be deemed to have occurred at 12:01 a.m. local time at the location of Seller's Business on the Effective Date.

### ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer, as of the Execution Date, Effective Date and as of the Closing Date, as follows:

4.1. Organization, Good Standing and Qualification. Seller is a corporation, duly organized, validly existing and in good standing under the provisions of the laws of the State of Delaware, and is qualified and licensed to do business in every other jurisdiction in which it conducts business or the nature of its business and operations would require qualification as a foreign corporation. Seller has all requisite power and authority to own and operate its properties and to carry on its business as now conducted. Seller has all power and authority to enter into this agreement and perform its obligations under the Acquisition Agreements.

4.2. Authorization; Binding Obligation. Seller has full legal and corporate right, power, and authority to execute and deliver the Acquisition Agreements, and to carry out the transactions contemplated thereby. The execution and delivery by Seller of the Acquisition Agreements and all of the documents and instruments required thereby and the consummation of the transactions contemplated thereby have been duly authorized by all requisite action on the part of Seller. The Acquisition Agreements and each of the other documents and instruments required thereby or

delivered in connection therewith have been duly executed and delivered by the Seller and constitute the legal, valid and binding obligations of, enforceable in accordance with their respective terms.

4.3. Consents and Approvals.

(a) Governmental Consents and Approvals. Except as set forth on Schedule 4.3(a), no registration or filing with, or consent or approval of, or other action by, any federal, state or other governmental agency or instrumentality is or will be necessary for the valid execution, delivery and performance of this Agreement by Seller, the transfer of the Acquired Assets to Buyer or the operation of the Acquired Assets by Buyer without change following Closing.

(b) Third Party Consents. Except as set forth on Schedule 4.3(b), no consent, approval or authorization of any non-governmental third party is required in order to consummate the transactions contemplated hereby or to vest full right, title and interest in the Acquired Assets free and clear of any Lien upon Buyer, all without any change in the Acquired Assets and all rights therein after Closing (each, a "Third Party Consent"). In the event all such consents are not obtained prior to the Closing Date, then in such event Seller, and Buyer will continue to exercise best efforts to obtain such consents as quickly as practical and will work cooperatively so that Buyer may, to the maximum extent possible, enjoy the benefits of the bargain hereunder.

4.4. No Violation. The execution, delivery, compliance with and performance by Seller of the Acquisition Agreements and each of the other documents and instruments delivered in connection therewith do not and will not (a) violate or contravene the organizational certificates, documents and agreements, as amended to date, of Seller, (b) violate or contravene any law, statute, rule, regulation, order, judgment or decree to which Seller is subject, (c) conflict with or result in a breach of or constitute a default by any party under any contract, agreement, instrument or other document to which Seller or any stockholder is a party or by which Seller or any stockholder or any of their assets or properties are bound or subject or to which any entity in which Seller or any stockholder has an interest, is a party, or by which any such entity is bound, or (d) result in the creation of any Lien upon the Acquired Assets.

4.5. Licenses and Permits. Schedule 4.5 attached hereto contains a true, correct and complete list and summary description of all Licenses which have been issued to Seller in connection with the Acquired Assets or Seller's Business (the "Seller Licenses"). Each License is valid and in full force and effect as of the date hereof, no Seller's License is subject to any Lien, limitation, restriction, probation or other qualification other than those set forth in the License and there is no default under any Seller's License or any basis for the assertion of any default thereunder. Schedule 4.5 specifies the holder of each Seller's License. To Seller's Knowledge, there is no investigation or proceeding, threatened or pending, that could result in the termination, revocation, limitation, suspension, restriction or impairment of any Seller's License or the imposition of any fine, penalty or other sanctions for violation of any legal or regulatory requirements relating to any Seller's License or, to the best of Seller's knowledge, any basis therefor. Seller has, and has had at all relevant times, all Licenses that are or were necessary in order to enable Seller to own the Acquired.

4.6. No Subsidiaries. Seller does not own and has not owned, either directly or indirectly, any interest or investment (whether debt or equity) in or been a member of any corporation,

partnership, joint venture, business trust or other entity, or securities sold to the public through normal brokerage sources.

4.7. Acquired Assets. Seller is the sole and exclusive legal and equitable owner of all right, title and interest in, and has, or will have as of Closing, good, clear, indefeasible, and marketable title to, all of the Acquired Assets free of all Liens. All of the Acquired Assets have been maintained in accordance with normal industry practice, and are in good operating condition and repair. Seller will convey to Buyer on the Closing Date all of the Acquired Assets free and clear of any Lien, including the conveyance to Buyer of any item not owned by Seller on the Effective Date or not owned free of any Lien by Seller on the Effective Date, which items are set forth on Schedule L.I.

4.8. Leases of Personal Property. For the purposes of this Agreement, "Personal Property Leases" means any lease, conditional or installment sale contract, Lien or similar arrangement to which any tangible personal property used by Seller in connection with the operation of Seller's Business is subject. Except as set forth on Schedule 4.8, none of the tangible personal property used by Seller in connection with the operation of Seller's Business is subject to a Personal Property Lease.

4.9. Interim Financial Statement. Set forth on Schedule 4.9 is the unaudited balance sheet of Seller's Business as of July 29, 2009 and the related unaudited statement of income for the period then ended, prepared in accordance with GAAP (the "Interim Financial Statement"). The Year-End Financial Statement and the Interim Financial Statement, together with the Closing Balance Sheet, as defined in Section 6.6 below, are referred to herein collectively as the "Financial Statements." The Financial Statements fairly present the financial condition and the results of operations and cash flow of Seller's Business (and no other business of Sellers) as of the respective dates of and for the periods referred to in such financial statements, all in accordance with GAAP, subject, in the case of the Closing Balance Sheet and the Interim Financial Statement, to the absence of footnotes, provided that any disclosure omitted due to the absence of such footnotes does not either individually or in the aggregate have a Seller's Material Adverse Effect. The Financial Statements reflect the consistent application of GAAP throughout the periods involved.

4.10. Absence of Certain Events. Since the date of the Interim Financial Statement, Seller's Business has been conducted only in the ordinary course and in a manner consistent with past practices. As amplification and not in limitation of the foregoing, since the date of the Interim Financial Statement, with respect to Seller's Business, there has not been:

(a) any decrease in the value of the Acquired Assets other than ordinary depreciation consistent with past practices or sales of inventory in the ordinary course of business;

(b) any voluntary or involuntary sale, assignment, license or other disposition, of any kind, of any property or right included in the Acquired Assets, except, as specifically contemplated by this Agreement and except for the utilization of supplies, equipment and parts in the ordinary course of business;

(c) any Lien imposed or created on the Acquired Assets;

- (d) any Seller's Material Adverse Effect;
- (e) any damage or destruction of any of the Acquired Assets;
- (f) any sale, transfer, assignment, termination, modification or amendment of any Assigned Contract, except for terminations, modifications and amendments of Assigned Contracts made in the ordinary course of business consistent with past practice and which would not have a Seller's Material Adverse Effect;
- (g) any notice (written or oral) to Seller that any Assigned Contract has been breached or repudiated or will be breached or repudiated;
- (h) any dividends or distributions paid to Stockholders of affiliates of Seller or stockholders;
- (i) any action that if taken after the Effective Date would constitute a breach of any of the covenants in Section 6.1 hereof.

4.11. Legal Proceedings. There is no action, suit, litigation, proceeding or investigation pending or threatened by or against Seller that would have a Material Adverse Effect on Seller's Business or the Acquired Assets. Seller has not received any written or oral claim, complaint, incident, report, threat, claim or notice of any such proceeding relating to the Acquired Assets. There are no outstanding orders, writs, judgments, injunctions or decrees of any court, governmental agency or arbitration tribunal against, involving or affecting Seller or the Acquired Assets, and there are no facts or circumstances which may result in the institution of any such action, suit, claim or legal, administrative or arbitration proceeding or investigation against, involving or affecting Seller, the Acquired Assets or the transactions contemplated hereby. Seller is not in default with respect to any order, writ, injunction or decree known to or served upon it from any court or any Federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

4.12. Solvency and Value of Transfer. There is no bankruptcy or insolvency proceeding of any character including without limitation, bankruptcy, receivership, reorganization, dissolution or arrangement with creditors, voluntary or involuntary, affecting Seller and Seller has not taken any action in contemplation of, or which would constitute the basis for, the institution of any such proceedings. The value of the Purchase Price is a negotiated value that represents fair value for the Acquired Assets, as indicated in Section 2.3. As of the Closing Date, after the cash portion of the Purchase Price is paid as provided for under this Agreement, the fair value of all of Seller's assets (including a reasonable estimate of the balance of the Purchase Price) will be equal to or greater than the total amount of the retained debts of Seller. Seller's sale of the Acquired Assets has not been undertaken with the intention to hinder, delay, or defraud Seller's current or future creditors.

4.13. Payment Programs. Neither Seller nor any of Seller's directors, officers, employees or agents has, directly or indirectly: (i) offered to pay in cash, property or in kind, or made any financial arrangements with any past or present customer, supplier, contractor, third party, in order to induce or directly or indirectly obtain business or payments from such person for purchasing,

leasing, ordering or arranging for or purchasing leasing, or ordering any good, facility, service or item; except for items of nominal value and routine business entertainment (ii) given or received, or agreed to give or receive, or is aware that there has been made or that there is any agreement to make or receive, any gift or gratuitous payment or benefit of any kind, nature or description (including without limitation in money, property or services) to any past, present or potential customer, supplier, contractor, or any other person; (iii) made or agreed to make, or is aware that there has been made or that there is any agreement to make, any contribution, payment or gift of funds or property to, or for the private use of any governmental official, employee or agent, where either the contribution, payment or gift or the purpose of such contribution, payment or gift is or was illegal under the laws of the United States or under the laws of any state thereof or any other jurisdiction in which such payment, contribution or gift was made; (iv) established or maintained any unrecorded fund or asset for any purpose or made any false or artificial entries on any of its books or records for any reason; or (v) made or received or agreed to make or receive, or is aware that there has been made or received or that there has been any intention to make or receive, any payment to any person with the intention or understanding that any part of such payment would be used for any purpose other than that described in the documents supporting such payment. This Section 4.13 shall not apply to gifts of nominal value or to any business entertainment conducted in the ordinary course of business.

4.14. Compliance with Laws.

(a) Seller has not violated and to Seller's Knowledge is in compliance with all applicable Laws. Seller has not received any notice to that effect that, or otherwise been advised that, it is not in compliance with any Laws, and Seller has no reason to anticipate that any existing circumstances are likely to result in a violation of any Law.

(b) Seller has complied with all Environmental Laws and Seller has not received any notice alleging any violation of any Environmental Laws with respect to Seller's Business or the Acquired Assets. Any past noncompliance with Environmental Laws by or with respect to Seller's Business is nonexistent at any time prior to or at the date of this Agreement. There has been no Release of Hazardous Materials in violation of any Environmental Law on the Premises. There is no asbestos or asbestos-containing material on the Premises. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will require any Remedial Action or notice to or consent of any governmental authority or third party pursuant to any applicable Environmental Law.

(c) Seller, to its Knowledge, has complied with all applicable requirements of the Occupational Safety and Health Act and all applicable state equivalents, and with all applicable regulations promulgated under any such legislation, and with all orders, judgments, and decrees of any tribunal under such legislation, that apply to Seller's Business, the Acquired Assets or the Premises.

(d) Seller, to its Knowledge, has complied with all applicable security and privacy standards regarding protected health information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all applicable state privacy Laws.





4.15 Use of Trade Secret Information. No person employed by or affiliated with Seller has employed or proposes to employ any trade secret or any information or documentation proprietary to any former employer and, no person employed by or affiliated with Seller has violated any confidential relationship which such person may have had with any third party while working on behalf of Seller, and Seller has no reason to believe that any such event could occur that would impair the use of the Acquired Assets.

4.16. Employees. The employee census previously provided to Buyer by Seller is true and correct.

4.17. No Undisclosed Liability. Except as and to the extent of the amounts specifically accrued or disclosed in the Financial Statements, Seller does not have any liabilities or obligations of any nature whatsoever, due or to become due, accrued, absolute, contingent or otherwise, whether or not required by GAAP to be reflected on a balance sheet with respect to the Assumed Liabilities or relating to the Acquired Assets, except for liabilities and obligations incurred in the ordinary course of business and consistent with past practice since the date of the Interim Financial Statement, none of which individually or in the aggregate has a Seller's Material Adverse Effect. There is no basis for the assertion against Seller of any liability or obligation not fully and expressly accrued or disclosed in the Financial Statements. Seller has not incurred any liabilities to customers or suppliers for material discounts, returns, promotional allowances or otherwise in connection with Seller's Business or any material liability for rebates, refunds, allowances or returns for goods or services provided to, by or for the account of Seller which have not been accrued or disclosed in the Financial Statements.

4.18. No Brokers. Neither Seller nor any Affiliate of Seller has employed, either directly or indirectly, or incurred any liability to, any broker, finder or other agent in connection with the transactions contemplated by this Agreement. Seller and its Affiliates agree to indemnify and hold harmless Buyer for any claims brought by any broker, finder or other agent claiming to have acted on behalf of Seller or an Affiliate of Seller in connection with the purchase and sale of the Acquired Assets or Seller's Business.

4.19. Taxes. Seller has filed, or has caused to be filed, on a timely basis and subject to all permitted extensions, all United States of America, State of Delaware and State of Texas Tax Returns with the appropriate governmental agencies in all jurisdictions in which such Tax Returns are required to be filed (other than in Nigeria), and to Seller's Knowledge all such Tax Returns were correct and complete and all Taxes that are shown as due on such Tax Returns have been timely paid, or delinquencies cured with payment of any applicable penalties and interest, as of the Closing Date. There are no Liens for Taxes on any Acquired Assets of Seller, no basis exists for the imposition of any Liens and the consummation of the transactions contemplated by this Agreement will not give rise to any Liens for Taxes on any Acquired Assets. No adjustment of or deficiency of any Tax or claim for additional Taxes has been proposed, asserted, assessed or threatened against Seller or any member of any affiliated or combined group of which Seller is or was a member or for which Seller could be liable, and there is no basis therefor. Seller has no dispute with any taxing authority as to Taxes of any nature. There are no audits or other examinations being conducted or threatened, and there is no deficiency or refund litigation or controversy in progress or threatened with respect to any Taxes previously paid by Seller or with respect to any returns previously filed by Seller or on behalf of Sellers. Seller has not made any extension or waiver of any statute of limitations relating to the



assessment or collection of Taxes. There are in effect no powers of attorney or other authorizations to any persons or representatives of Seller with respect to any Tax. Buyer shall have no liability for any Taxes related to the ownership or operation of the Acquired Assets or the Seller's Business relating to periods prior to the Effective Date.

4.20. List of Contracts.

(a) For purposes of this Agreement, "Assigned Contracts" means all agreements, contracts and commitments, written or oral, to which Seller is a party or by which Seller or any of its properties or the Acquired Assets is bound as listed on Schedule 4.20.

(b) To Seller's Knowledge, Seller is not in default under the terms of any Assigned Contract. To Seller's Knowledge, no event has occurred that would constitute a default by Seller under any Assigned Contract, nor have Seller received any notice of any default under any Contract that would have a Material Adverse Effect except as disclosed on Schedule 4.20. To Seller's knowledge, the counterparties to the Assigned Contracts are not in default under the terms thereof, nor has any event occurred that would constitute a default by any such counterparty under any Assigned Contract, nor has Seller received any notice of any such counterparty's default under any Assigned Contract.

(c) Seller has neither made nor received any prepayments or deposits under any Assigned Contract except as set forth on the Interim Financial Statement.

(d) The Assigned Contracts are valid and binding obligations and in full force and effect and have been entered into in the ordinary course of business, consistent with past practice. Seller has not received any notice from any other party to an Assigned Contract of the termination or threatened termination thereof, nor any claim, dispute or controversy thereon, and has no knowledge of the occurrence of any event which would allow any other party to terminate any Assigned Contract, nor has Seller received notice of any asserted claim of default, breach or violation of, any Assigned Contract and there is no basis therefor.

(e) Consummation of the transactions contemplated by this Agreement will not trigger any preferential right to purchase the Acquired Assets.

4.21. Real Properties. Seller owns no real property and no real property leases are being transferred hereunder.

4.22. Financing Statements. There are no financing statements under the Uniform Commercial Code which name Seller as debtor or lessee filed in any state except those which will be released at or before Closing as to the Acquired Assets. Except for those no longer in effect, Seller has not signed any financing statement or any security agreement under which a secured party thereunder may file any additional financing statement as to the Acquired Assets.

4.23. Transactions With Affiliates. Except as to contracts with Affiliates of Royal Dutch Shell, Baker Hughes, Inc., RemoteLynk and EDGO Investment Holdings, Ltd., no stockholder, corporate member, director, officer or employee of Seller or member of the family of any such person, or any corporation, partnership, trust or other entity in which any such person, or any member

of the family of any such person, has a substantial interest or is an officer, director, trustee, partner or holder of any equity interest, is a party to any transaction with Seller, including any contract, agreement or other arrangement providing for the employment of, furnishing of goods or services by, rental of real or personal property from or to or otherwise requiring payments or involving other obligations to any such person or firm.

4.24. Insurance. Seller is, and will through the Closing Date, be insured with the insurers set forth on Schedule 4.24, which correctly describes, by type, carrier, policy number, limits, premium and expiration date, the insurance coverage carried by Seller, which insurance will remain in full force and effect in accordance with policy terms, with respect to all events occurring prior to the Closing Date. Schedule 4.24 also states whether each such policy is carried on a "claims made" or "occurrence" basis. All such insurance policies are owned by and payable solely to Sellers. Seller has not failed to give any notice or present any claim under any such policy or binder in due and timely fashion, has not received notice of cancellation or non-renewal of any such policy or binder and is not aware of any threatened or proposed cancellation or non-renewal of any such policy or binder. There are no outstanding claims under any such policy which have gone unpaid for more than thirty (30) days, or as to which the insurer has disclaimed liability.

4.25. Inventory. No inventory is being transferred to Buyer; provided that if additional projects are obtained by Buyer after Closing for which Seller's existing inventory on hand as of Closing will be useable, Buyer shall purchase such inventory at Seller's cost basis for the benefit of those projects. At any time after Closing, Seller reserves the right to sell such inventory in whole or part to a third party.

4.26. Intellectual Property. Schedule 4.26 sets forth a list of Intellectual Property owned, controlled or used by the Seller, together in each case with a brief description of the nature of such right. All Seller-owned fictitious or assumed business names, patents, copyrights and trademarks listed in Schedule 4.26 are valid and in full force and all applications listed therein as pending have been prosecuted in good faith as required by law and are in good standing. To Seller's Knowledge, there has been no infringement by Seller or any of its Affiliates with respect to any Intellectual Property rights of others. Seller owns or possesses adequate licenses or other rights to use all Intellectual Property necessary or desirable to conduct Seller's Business as conducted, none of which rights will be impaired by the consummation of the transactions contemplated by this Agreement, provided that to the extent third-party consents are required and in the event all such consents are not obtained prior to the Closing Date, then in such event Seller and Buyer will continue to exercise best efforts to obtain such consents as quickly as practical and will work cooperatively so that Buyer may, to the maximum extent possible, enjoy the benefits of the bargain hereunder. None of the Intellectual Property listed in Schedule 4.26 is involved in any interference or opposition proceeding, and there has been no written notice received by Seller or any other indication that any such proceeding will hereafter be commenced. Seller has not granted any person or entity any right to use any of the Intellectual Property for any purpose.

4.27. Disclosure. Seller, in connection with this Agreement, the Schedules to this Agreement, and any other agreement, document, certificate or statement made to the Buyer by or on behalf of the Seller in connection with the transactions contemplated hereby, has not knowingly made and will not knowingly make any untrue statement of a material fact and has not knowingly omitted

and will not knowingly omit to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made or necessary to provide a prospective purchaser of the Acquired Assets with all information material thereto. There is no fact within the Knowledge of the Seller that has not been disclosed herein to the Buyer and which could have a Seller's Material Adverse Effect.

4.28. Accounts Receivable. All accounts receivable of Seller as of the Effective Date and reflected on the Closing Balance Sheet for services rendered prior to the Effective Date (a) have arisen only from bona fide transactions in the ordinary course of Seller's Business consistent with past practice; (b) represent valid obligations; (c) to the best of Seller's Knowledge shall be fully collected net of allowances in the aggregate face amount thereof within a reasonable time after the issuance thereof; and (d) are owned by Seller free of all Liens other than liens that will be released as of Closing. Except for allowances identified on Schedule 4.28, no discount or allowance from any receivable has been made or agreed to and none represents billings prior to actual sale of goods or provision of services.

#### ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents, warrants and covenants to Seller, as of the Execution Date, the Effective Date and as of the Closing Date, as follows:

5.1. Organization, Good Standing and Qualification. Buyer is a Texas Limited Liability Company duly organized, validly existing and in good standing under the laws of the state of Texas. Buyer has all requisite corporate power and authority to own and operate its properties and to carry on its business as now conducted, to enter into this Agreement and to carry out and perform its obligations under the Acquisition Agreements to which Buyer is a party.

5.2. Authorization: Binding Agreement. Buyer has the Corporate power and authority to execute and deliver this Agreement, and to carry out the transactions contemplated hereby. The execution and delivery by Buyer of the Acquisition Agreements to which Buyer is a party and all of the documents and instruments required thereby and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyer. The Acquisition Agreements to which Buyer is a party and each of the other documents and instruments required hereby have been duly executed and delivered by Buyer and constitute the valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms.

5.3. Legal Proceedings. There are no actions, suits, litigation, or proceedings pending or threatened against Buyer which could materially adversely affect Buyer's ability to perform its obligations under this Agreement or the consummation of the transactions contemplated by this Agreement.

5.4. No Brokers. Buyer has not employed, either directly or indirectly, or incurred any liability to, any broker, finder or other agent in connection with the transactions contemplated by this

Agreement. Buyer agrees to indemnify Seller for any claims brought by any broker, finder or other agent claiming to have acted on behalf of Buyer in connection with this sale.

5.5. No Violation. The execution, delivery, compliance with and performance by Buyer of the Acquisition Agreements to which Buyer is a party and each of the other documents and instruments delivered in connection therewith do not and will not (a) violate or contravene the organizational certificates, documents and agreements, as amended to date, of Buyer, (b) violate or contravene any law, statute, rule, regulation, order, judgment or decree to which Buyer is subject, or (c) conflict with or result in a breach of or constitute a default by any party under any contract, agreement, instrument or other document or contract to which Buyer is a party or by which Buyer or any of its assets or properties are bound or to which Buyer or any of its assets or properties are subject.

## ARTICLE VI COVENANTS

6.1. Conduct of Seller's Business Pending Closing. Seller agrees that, between the Execution Date and the Closing Date, unless Buyer shall consent in writing, Seller's Business shall be conducted only in, and Seller shall not take any action except in, the ordinary course of business consistent with past practice.

6.2. Negative Covenants. Until the Closing Date, Seller shall use its commercially reasonable efforts to keep available the services of Seller's employees and to preserve the current relationships of Seller's Business with such of the customers, suppliers, and other persons with which Seller has significant business relations in order to preserve substantially intact Seller's Business, and Seller shall preserve intact the Acquired Assets. By way of amplification and not limitation, between the Effective Date and the Closing Date, Seller shall not, and shall not cause nor permit any of Seller's Affiliates, officers, directors, employees and agents to, directly or indirectly, do, or agree to do, any of the following with respect to Seller's Business or the Acquired Assets, without the prior written consent of Buyer:

(a) Sell, pledge, dispose of, grant, transfer, lease, license, guarantee, encumber, or authorize the sale, pledge, disposition, grant, transfer, lease, license, guarantee or encumbrance of Seller's Business, or any of the Acquired Assets except in the ordinary course of business and in a manner consistent with past practice; provided that the aggregate amount of any such sale or disposition (other than a sale or disposition of products or other inventory in the ordinary course of business consistent with past practice, as to which there shall be no restriction on the aggregate amount), or pledge, grant, transfer, lease, license, guarantee or encumbrance of such property or assets shall not exceed \$20,000;

(b) Acquire (including, without limitation, by merger, consolidation or acquisition of stock or assets) for or in connection with Seller's Business any interest in any corporation, partnership, other business organization, person or any division thereof or any assets, other than (i) acquisitions of any assets in the ordinary course of business consistent with past practice that are not, in the aggregate, in excess of \$20,000 or (ii) purchases of inventory for resale (whether for cash or pursuant to an exchange) in the ordinary course of business and consistent with past practice;

(c) Incur any indebtedness for borrowed money or issue any debt securities or assume, guarantee or endorse, or otherwise as an accommodation become responsible for, the obligations of any person for borrowed money;

(d) Enter into, amend, terminate, cancel or make any material change in any Assigned Contract;

(e) Make or authorize any capital expenditure, dividends or distributions;

(f) Increase the compensation payable or to become payable to any Seller's Employee, except for increases in the ordinary course of business in accordance with past practices in salaries or wages of such employees, or grant any rights to severance or termination pay to, or enter into any employment or severance agreement with, any Seller's Employee, or establish, adopt, enter into or amend any collective bargaining, bonus, profit sharing, thrift, compensation, pension, retirement, deferred compensation, employment, termination, severance or other plan, agreement, trust, fund, policy or arrangement for the benefit of any Seller's Employee;

(g) Modify any material accounting policies, procedures or methods;

(h) Waive, release, assign, settle or compromise any claims or litigation involving amounts in excess of \$5,000 or any agreements as to or limiting other than a settlement agreement necessary to obtain the rights to certain domain names;

(i) Authorize or enter into any formal or informal agreement or otherwise make any commitment to do any of the foregoing;

(j) Take any action that could result in the representations and warranties set forth in Article IV becoming false or inaccurate;

(k) Take any action or fail to take any action that could result in a Seller's Material Adverse Effect; or

(l) Permit or cause any of Seller's Affiliates to do any of the foregoing or agree or commit to do any of the foregoing.

6.3. Notice by Seller of Certain Events. Seller shall give prompt written notice to Buyer of (i) any notice or other communication from any person alleging that the consent of such person is or may be required in connection with the consummation of the transactions contemplated by this Agreement; (ii) any notice or other communication from any governmental entity in connection with the transactions contemplated by this Agreement; (iii) any actions, suits, claims, investigations or proceedings commenced or, to the best of Seller's knowledge, threatened against, relating to or involving or otherwise affecting Seller, Seller's Business or the Acquired Assets or the transactions contemplated by this Agreement; (iv) the occurrence of a breach or default or event that, with notice or lapse of time or both, could become a breach or default under this Agreement or any Contract or Personal Property Lease; and (v) any Seller's Material Adverse Effect or change, event or circumstance which is likely to delay or impede the ability of Seller to consummate the transactions contemplated by this Agreement or to fulfill its obligations set forth herein.

6.4. Consents and Approvals.

(a) Third Party Consents. Unless otherwise agreed to in writing by Buyer, Seller shall use commercially reasonable efforts to obtain all Third Party Consents. If a Third Party Consent is not obtained and delivered at Closing and Buyer waives in writing such requirement, (i) neither this Agreement nor any action taken hereunder shall be deemed to constitute an assignment of any Acquired Asset or any Contract if such assignment or attempted assignment would constitute a breach of any Contract or result in the loss or diminution of any rights thereunder or acceleration of any obligations thereunder, and (ii) Seller shall cooperate with Buyer in any reasonable arrangement proposed by Buyer designed to provide Buyer with the benefits of the Acquired Asset and Contract as to which such Third Party Consent relates, including enforcement by Seller, for the account and benefit of Buyer, of any and all rights of Seller against any other person arising out of the breach or cancellation of any such Contract by such other person or otherwise.

(b) Cooperation. Buyer and Seller shall continue after the Closing Date to pursue the Third Party Consents to the extent not previously obtained in connection with the consummation of the transactions contemplated hereunder. Each of the parties hereto shall, from time to time after the Closing Date, upon the request of any other party hereto and at the expense of such requesting party, duly execute, acknowledge and deliver all such further instruments and documents reasonably required to further effectuate the interests and purposes of this Agreement.

6.5. Closing Balance Sheet. At least two (2) days prior to the Closing Date, Seller shall prepare and deliver to Buyer the unaudited balance sheet for the Seller's Business as of the Effective Date certified by Seller's President. In the event that any business conducted prior to the Effective Date increases the Working Capital amount over the prior amount shown in the Interim Financial Statement, such excess shall be promptly paid to Sellers. In the event any business conducted prior to the Effective Date decreases the Working Capital amount below the prior amount shown on the Interim Financial Statement, such deficiency shall be deducted from the cash portion of the Purchase Price or the Escrow (if not known as of Closing). The Closing Balance Sheet, which shall be subject to the approval of Buyer, will present fairly the assets and liabilities of Seller's Business (and no other business of the Sellers) as of the Effective Date and will be prepared in accordance with GAAP applied consistently with the Year-End Financial Statement and Interim Financial Statement.

6.6. Payments; Collections.

(a) Seller shall pay to Buyer all cash received from any source relating to services provided at or with respect to the Seller's Business on and subsequent to the Closing Date. Such payments shall be made within fifteen (15) days after receipt of such payments by Seller, and a copy of the remittance advice shall accompany such payments.

(b) Except as part of a Working Capital adjustment, Buyer shall not pay to Seller any cash received from any source relating to services provided at or with respect to the Seller's Business prior to the Closing Date as Seller is transferring its accounts receivable relating to the Assigned Contracts at Closing to Buyer as part of the Working Capital. Notwithstanding the fact that one or more payors withhold funds from Buyer or the Buyer is required to refund any payments due on claims which are attributable to any period prior to the Effective Date, and which payment Buyer did not

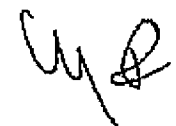
receive and retain on or after the Effective Date, Seller shall not be obligated to compensate or reimburse Buyer for such amounts.

6.7. Preservation of and Access to Certain Records.

(a) After Closing, Buyer shall keep and preserve all records of Seller's Business existing as of Closing which are delivered to Buyer by Seller and which are required to be kept and preserved (i) by applicable Law or (ii) in connection with any claim or controversy pending at Closing involving Seller's Business. For such period as is required by Law (but in no event less than seven years) from and after the Closing Date, Buyer shall retain and make available to Seller upon reasonable request and during regular business hours, any such records of Seller's Business prior to the Closing Date and access to Transferring Employees as may be reasonably necessary for Seller to comply with applicable Law or to resolve any such pending dispute. Notwithstanding the foregoing, should Buyer wish to destroy such records or any portion thereof, Buyer shall give Seller at least thirty (30) days prior written notice of its intention to destroy any such records and shall provide Seller the opportunity to take possession of such records at the site at which they are stored, after which Buyer may destroy such records if Seller does not take possession.

(b) Seller shall cooperate and shall cause its auditors to cooperate with all reasonable requests of Buyer and its auditors, but at Buyer's expense, necessary to audit all previously unaudited periods for activities of Seller, for the purpose of enabling Buyer to make periodic reports pursuant to the Securities Exchange Act of 1934, as amended (the "Securities Exchange Act"), or to make a public offering of its securities under the Securities Act of 1933, as amended (the "Securities Act"), or for other reasonable business purposes, and Seller shall permit the historical financial statements of Seller to be included (if required by the rules and regulations of the Securities and Exchange Commission (the "Commission") in any of Buyer's filings with the Commission under either the Securities Exchange Act or the Securities Act and in any prospectus used in connection with any offering of Buyer's securities. Seller acknowledges and agrees that such audits are necessary for Buyer's compliance with federal and state securities Laws and financial and tax reporting requirements, and agree that Seller's failure to reasonably cooperate would cause Buyer irreparable harm, and therefor will not contest Buyer in seeking a temporary restraining order, preliminary injunction and other available equitable relief in the event of a breach of these provisions, in addition to any and all other available remedies including damages. For the Earn-Out period or longer if required by applicable Law, Seller shall retain all books and records relating to Seller's Business or the Acquired Assets not transferred to Buyer hereunder, shall afford access to such records to Buyer upon its reasonable request and to any employees of Seller with knowledge related to such records. Seller shall give Buyer at least thirty (30) days prior written notice of its intention to destroy any such books and records and shall provide Buyer the opportunity to take possession of such books and records, after which Seller may destroy such records if Buyer does not take possession.

6.8. Maintenance of Insurance Coverage. The Insurance is maintained on an occurrence basis so that the coverage will remain in place for a period of one year.





6.9. Transition Payroll Services. At the option of Buyer, for a transition period of up to thirty (30) days following Closing (the "Payroll Transition Period"), Seller will provide the following services (the "Transition Services") in support of Buyer's employment of the Transferring Employees:

(a) Payroll Services. Seller shall process the payroll for the Transferring Employees. Buyer will reimburse Seller an amount equal to the total cost of payroll for the Transferring Employees during the Payroll Transition Period, which cost shall, among other things, consist of: (i) gross wages and salary; (ii) employer payroll taxes; (iii) fringe benefits, (including without limitation paid time off (except as set forth in this Agreement), medical insurance and life insurance); (iv) state and local taxes, including without limitation any sales and use taxes on wages and benefits; (v) fees paid to the applicable payroll service and (vi) any other direct payroll costs of the Transferring Employees. By 10:00 a.m., Central Standard Time ("CST"), on Wednesday of the week in which a transition payroll is to be paid, Seller will fax to Buyer, to such address as has been provided to Seller for these purposes, a copy of the payroll journal and a summary of the amount due. Buyer will remit the amount due to Seller by wire transfer on the next business day. Seller will then deliver to the Buyer a complete detailed payroll report supporting the faxed payroll summary via overnight delivery.

(b) Insurance and Benefits. At the option of Buyer, during the Payroll Transition Period, Seller shall continue to provide the healthcare benefits available to the Transferring Employees on the Closing Date. Seller will fax to Buyer a copy of the invoice for any health insurance premiums due for the Payroll Transition Period when received by or available to, Sellers. Buyer will remit the amount due for health insurance to Seller by wire transfer within three (3) business days of receipt of the invoice. During the Payroll Transition Period, Buyer shall enroll the Transferring Employees in its own healthcare and other benefits programs.

(c) Termination of Payroll Services. Buyer may terminate the Transition Services upon three days prior written notice and payment in full of all sums owed to Seller for the provision of Transition Services through the date of such termination. Seller shall have the right to terminate the Transition Services immediately and without prior notice in the event Buyer fails to pay the retainer required by Section 6.9(e), or any other nonpayment for services rendered which goes uncured for ten (10) days following notice to Buyer of such nonpayment.

(d) Tax Reporting of Transition Payroll Services. For purposes of federal and state employee income and related tax filings, each of Buyer and Seller shall accurately report and remit such taxes to federal and state authorities as are due and payable for the periods for which that party paid payroll to the employees. All applicable compensation paid during the Payroll Transition Period by the Seller shall be reported, and related taxes remitted, to the tax authorities by the Seller under its federal employer identification number.

(e) Prepayment for Transition Services. If Buyer requires Seller to perform any transition services under this Section 6.9, Buyer shall prepay to Seller a retainer equal to the estimated cost of such services, as estimated by Seller based on current salaries, benefits and costs, within five (5) days after receipt of Seller's estimate. Within 15 days after the Payroll Transition Period, Seller will submit a final invoice for any amount due or a refund of any excess prepaid by Buyer.

6.10 Name and Phone Number Change as of Closing. Promptly upon Closing, Seller at Seller's expense shall take the actions necessary to change the legal name of Seller to a name that does not include vMonitor (which will be subject to Buyer's prior written consent which will not be unreasonably withheld) or any derivation thereof and to transfer to Buyer all of Seller's business phone numbers and fax numbers.

## ARTICLE VII CONFIDENTIALITY; NON-COMPETITION

### 7.1. Confidentiality.

(a) The parties agree that (i) all information not disclosed to the public by Seller regarding Seller's Business which is compiled by, obtained by, or furnished to Buyer or any of its agents or employees in the course of its due diligence review of Seller's Business is acknowledged to be confidential information, trade secrets and the exclusive property of Seller through the Closing Date, and of Buyer thereafter, and (ii) all information not disclosed to the public by Buyer regarding Buyer's business or operations, both before and after the Closing Date, is acknowledged to be confidential information, trade secrets and the exclusive property of Buyer (collectively, "Confidential Information").

(b) The term "Confidential Information" shall include the terms of this Agreement and the transactions contemplated hereby. Each of the parties hereto agrees not to divulge, directly or indirectly, any Confidential Information of the other party in any manner contrary to the interests of such party or use or cause or suffer to be used any Confidential Information in competition with such party. Each of the parties acknowledges that the breach or threatened breach of the provisions of this Section would cause irreparable injury to the other party that could not be adequately compensated by money damages. Accordingly, a party may obtain a restraining order and/or injunction prohibiting a breach or threatened breach of the provisions of this Section, in addition to any other legal or equitable remedies that may be available. If requested by legal process to disclose any Confidential Information of another party, the party in receipt of such request shall promptly give notice thereof to the other party so that such party may, at its own cost and expense, seek an appropriate protective order or, in the alternative, waive compliance to the extent necessary to comply with such request if a protective order is not obtained. If a protective order or waiver is granted, the party subject to such legal process may disclose the Confidential Information to the extent required by such court order or as may be permitted by such waiver. Notwithstanding any part of the foregoing, Buyer shall be permitted to disclose Confidential Information, including without limitation a copy of this Agreement and the Assignment and Assumption and Bill of Sale, for the purpose of complying with government filing requirements and for the purpose of issuing a press release about the transaction following the Closing Date.

(c) The term "Confidential Information" does not include information that (i) is at the time of disclosure or later becomes generally known to the public or within the industry or segment of the industry to which such information relates without violation by a party of any of its obligations hereunder and not through any action by any of its directors, officers, employees and agents which, if committed by such party, would have constituted a violation by it of any of its obligations hereunder; (ii) at the time of disclosure to the other party was already known by such other party; or (iii) after the

time of the disclosure to the other party, is received by such party from a third party which, to such party's best knowledge, is under no confidentiality obligation with respect thereto.

7.2. Non-competition.

(a) As a material inducement to Buyer to enter into this Agreement, the receipt and sufficiency of which is hereby acknowledged, as well as in recognition of the fact that the value of Seller's Business, including the goodwill, would be diminished substantially if Seller were to engage in any business or activities in competition with Buyer, Seller covenants and agrees that, except as required in the performance of the duties set forth in this Agreement or another written agreement with Buyer, Seller will not for the Period, directly or indirectly, become a Competitor, or otherwise take any action that may result in owning any interest in, leasing any assets to, managing, operating, extending credit to, or otherwise participating in (e.g., as a contractor, consultant, or employee), a Competitor, in any country in the world in which Seller has provided goods and/or services during the two (2) year period prior to Closing.

(b) Seller further agrees that it will not, during the Period, directly or indirectly take any action that may (i) induce any customer of the Buyer (either individually or in the aggregate) to patronize any competing company; (ii) request or advise any customer of the Buyer to withdraw, curtail or cancel such person's business with the Buyer; (iii) enter into any agreement the purpose or result of which would benefit any person other than Buyer if any customer of Buyer were to withdraw, curtail, or cancel such person's business with the Buyer; (iv) solicit, induce or encourage any customer affiliated with the Buyer (whether such customer is presently affiliated with Buyer or has been affiliated with Seller in the immediately preceding twelve-month period) or other person affiliated or employed by the Buyer (whether such person is presently affiliated or employed by Buyer or has been employed by Buyer in the immediately preceding twelve-month period) to curtail or terminate such person's affiliation or employment, or take any action that results, or might reasonably be expected to result, in any employee ceasing to perform services for the Buyer; or (v) disclose to any other person, firm or corporation the names or addresses of any customer of the Buyer either individually or collectively..

(c) If the provisions of this Section 7.2 are violated, in whole or in part, Buyer shall be entitled, upon application to any court of proper jurisdiction, to a temporary restraining order or preliminary injunction to restrain and enjoin Seller or any party have a similar obligation to Seller from such violation without prejudice as to any other remedies Buyer may have at law or in equity. In the event of a violation, Seller agrees that it would be virtually impossible for Buyer to calculate its monetary damages and that Buyer would be irreparably harmed. If Buyer seeks such temporary restraining order or preliminary injunction, Buyer shall not be required to post any bond with respect thereto, or, if a bond is required, it may be posted without surety thereon. If any restriction contained in this Section 7.2 is held by any court to be unenforceable, or unreasonable, as to time, geographic area or business limitation, Seller agrees that such provisions shall be and are hereby reformed to the maximum time, geographic area or business limitation permitted by applicable laws. The parties further agree that the remaining restrictions contained in this Section 7.2 shall be severable and shall remain in effect and shall be enforceable independently of each other.

(d) Seller specifically acknowledges, represents and warrants that the covenants set forth in this Section are reasonable and necessary to protect the legitimate interests of Buyer, and Buyer would not have entered into this Agreement in the absence of such covenants.

**ARTICLE VIII  
CONDITIONS PRECEDENT TO BUYER'S PERFORMANCE AND TO SELLER  
PERFORMANCE**

8.1. Conditions to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction of the following conditions on or prior to the Closing Date, all or any of which may be waived in writing by Buyer:

(a) All representations and warranties made by Seller in this Agreement and in any written statements delivered to Buyer under this Agreement shall be true and correct as of the Effective Date and as of the Closing Date as though made on such dates.

(b) Seller shall have performed, satisfied and complied with all obligations and covenants required by this Agreement to be performed or complied with by them on or prior to the Closing Date.

(c) There shall not have occurred any Seller's Material Adverse Effect as of the Closing Date.

(d) Seller shall have delivered to Buyer all documents required to be delivered by it, and all such documents shall have been properly executed by each of them, if applicable. Such documents shall include, without limitation:

(i) A corporate good standing certificate for Seller from the States of Texas and Delaware reasonably acceptable to Buyer

(ii) a certificate signed by the secretary or other authorized officer of Seller and dated as of the Closing Date, certifying (A) that the Board of Directors and the required number of Seller's stockholders have adopted resolutions to authorize the transactions contemplated by this Agreement, and (B) a specimen signature of an officer duly authorized thereby to execute the Acquisition Agreements and such other documents to be delivered in connection with Closing on behalf of the Sellers;

(iii) Such other documents and instruments, each in a form reasonably satisfactory to Buyer and its counsel, as may be reasonably requested by Buyer in order to carry out the transaction contemplated by this Agreement and to vest good and marketable title in the Acquired Assets in Buyer, free and clear of all Liens.

(e) Seller shall have executed and delivered to Buyer the Assignment and Assumption and Bill of Sale in the form attached hereto as Exhibit A, dated and effective as of the Closing Date.

(f) Subject to Section 6.3 Buyer shall have received all Third Party Consents in form and substance satisfactory to Buyer, effective as of the Closing Date.

(g) Buyer shall have received release letters, together with UCC-3 termination statements, from all parties having financing statements filed against the Acquired Assets in form and substance satisfactory to Buyer.

(h) Buyer shall have received all approvals, consents and clearances from governmental authorities and others in connection with the transactions contemplated by this Agreement deemed reasonably necessary by Buyer, including receipt by Buyer of all licenses, permits, consents and approvals for Buyer to own and operate Seller's Business.

(i) Buyer shall have received and approved the Closing Balance Sheet two (2) days prior to the Closing Date.

(j) Buyer shall have received certificates of an authorized officer of Seller certifying: (i) as of the Effective Date and as of the Closing Date, the accuracy of Seller's representations and warranties as set forth in Article IV hereof and (ii) as of the Effective Date and as of the Closing Date, compliance with Seller's covenants as set forth in this Agreement.

(k) Seller shall have delivered to Buyer, before the Closing Date, a listing of the Fixed Assets (as defined in GAAP) to be included in the Acquired Assets as of the Closing Date, dated as of the most recent month ended before the Closing Date.

8.2. Conditions to Seller's Obligations. The obligations of Seller under this Agreement are subject to the satisfaction of the following conditions, on or prior to the Closing Date, all or any of which may be waived in writing by Seller:

(a) All representations and warranties made by Buyer in this Agreement and in any written statements delivered to Seller under this Agreement shall be true and correct as of the Effective Date and as of the Closing Date as though made on such date.

(b) Buyer shall have performed, satisfied and complied with all obligations and covenants of Buyer required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(c) Buyer shall have delivered to Seller all documents required to be delivered by Buyer, and all such documents shall have been properly executed by Buyer, if applicable.

(d) Buyer shall have delivered to Seller a Certificate of Formation from the Secretary of State of the State of Texas dated not earlier than August 1, 2009.

(e) Buyer shall have delivered to Seller certificates signed by an authorized officer of Buyer certifying, as of the Effective Date and as of the Closing Date, (i) the accuracy of Buyer's representations and warranties as set forth in Article V hereof, and (ii) compliance with Buyer's covenants as set forth in this Agreement.

(f) Buyer shall have executed and delivered to Seller the Assignment and Assumption and Bill of Sale effective as of the Closing Date.

8.3. No Injunction or Action. The obligations of both Buyer and Seller under this Agreement are conditioned upon there being, as of the Closing Date, no preliminary or permanent injunction or other order, decree or ruling issued by a court of competent jurisdiction or by a governmental agency concerning this Agreement which would make illegal or otherwise prevent consummation of this Agreement in accordance with its terms, and no proceeding or action brought by any governmental authority seeking the foregoing shall be pending.

**ARTICLE IX**  
**SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION**

9.1. Survival of Representations and Warranties. All Buyer and Seller representations and warranties contained in this Agreement or any other agreement, schedule, certificate, instrument or other writing delivered by Buyer, Seller or Stockholders in connection with this transaction shall survive for two (2) years after the Closing Date. If a party hereto determines that there has been a breach by any other party hereto of any such representation or warranty and notifies the breaching party in writing reasonably promptly after learning of such breach, such representation or warranty and liability therefor shall survive with respect to the specified breach until such breach has been resolved, but no party shall have any liability after such two (2) year period for any matters not specified in a writing delivered within such two (2) year period. Notwithstanding any term in this Section 9.1, the period during which the Contingent Payments are to be made shall be the survival period for any matter relating to (a) fraud, willful, intentional or reckless misrepresentation or willful omission of a material fact in connection with this Agreement or the Acquisition Agreements and the transactions contemplated hereby or thereby or (b) any liability relating to personal injury.

9.2. Indemnification by Seller. **SUBJECT TO THE PROVISIONS OF SECTION 9.4 BELOW AND IN AN AMOUNT UP TO BUT NOT EXCEEDING THE PURCHASE PRICE, SELLER AGREES TO INDEMNIFY, DEFEND AND HOLD BUYER HARMLESS, ON DEMAND, FROM AND AGAINST THE FOLLOWING:**

(a) Any and all Material Losses (as defined in GAAP) of every kind, nature or description which arise out of or result from or as a consequence of (i) any intentionally false or incorrect representation or warranty or breach thereof made by or on behalf of Seller in this Agreement (including the Exhibits and Schedules hereto) or in any of the Acquisition Agreements provided that Seller shall not be obligated to indemnify Buyer as to any single breach to the extent the loss or claim arising from an incorrect representation is less than \$10,000 or until the aggregate of such breaches of representation and warranty exceed \$100,000 in the aggregate; or (ii) any failure by Seller to perform, comply with or observe any one or more of their covenants, agreements or obligations contained in this Agreement or in any other agreement, instrument or document delivered to Buyer in connection with this Agreement or any of the transactions contemplated by this Agreement unless such failure is caused by Buyer's actions or inactions; and

(b) Without limiting the generality of the foregoing provisions of this Section 9.2 with respect to the measurement of damages, Buyer shall have the right to be put in the same financial position as it would have been in had the representations and warranties of Seller been true and correct, had each of the covenants of Seller been performed in full, and had Seller paid, discharged and performed all of its liabilities and obligations. However, in no event will Seller be liable for any



special, indirect, consequential, incidental or punitive damages, including without limitation lost profits, regardless of the cause.

(c) . Buyer shall be entitled to offset any amounts owed to it by Seller hereunder, including but not limited to this Section 9.2 against any Contingent/Earn-Out Payments [use defined term] owed to Seller hereunder.

9.3. Indemnification by Buyer. **SUBJECT TO THE PROVISIONS OF SECTION 9.4 BELOW, BUYER AGREES UNCONDITIONALLY TO INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS, ON DEMAND, FROM AND AGAINST ANY AND ALL OF THE FOLLOWING THAT COULD REASONABLY RESULT IN A JUDGMENT OR LEGAL ACTION:**

(a) Any and all Losses of every kind, nature or description which arise out of or result from or as a consequence of (i) any false or incorrect or misleading representation or warranty or breach thereof made by or on behalf of Buyer in this Agreement (including the Exhibits and Schedules hereto) or in any of the Acquisition Agreements provided that Buyer shall not be obligated to indemnify Seller as to any single breach to the extent the loss or claim arising from an incorrect representation is less than \$10,000 or until the aggregate of such breaches of representation and warranty exceed \$100,000 in the aggregate; or (ii) any failure by Buyer to perform, comply with or observe any one or more of its covenants, agreements, or obligations contained in this Agreement or in any other agreement, instrument or document delivered to Seller in connection with this Agreement or any of the transactions contemplated by this Agreement and unless such failure is caused by Seller's actions or inactions; and

(b) Without limiting the generality of the foregoing provisions of this Section 9.3 with respect to the measurement of damages, Seller shall have the right to be put in the same financial position as it would have been in had the representations and warranties of Buyer been true and correct, had each of the covenants of Buyer been performed in full, and had Buyer paid, discharged and performed all of its respective liabilities and obligations. However, in no event will Buyer be liable for any special, indirect, consequential, incidental or punitive damages, including without limitation lost profits, regardless of the cause.

9.4. Indemnification Process. Any party seeking indemnification under this Article IX (an "Indemnified Party") shall give each party from whom indemnification is being sought (each, an "Indemnifying Party") notice of any matter which such Indemnified Party has determined has given rise to or could give rise to a right of indemnification under this Agreement, stating the amount of the loss, if known, and method of computation thereof, and containing a reference to the provisions of this Agreement in respect of which such right of indemnification is claimed or arises. The obligations and liabilities of an Indemnifying Party under this Article IX with respect to Losses arising from claims of any third party which are subject to the indemnification provided for in this Article IX ("Third Party Claims") shall be governed by and contingent upon the following additional terms and conditions:

(a) If any Indemnified Party shall receive notice of any Third Party Claim, the Indemnified Party shall give the Indemnifying Party notice of such Third Party Claim within thirty (30) days of the



receipt by the Indemnified Party of such notice; provided, however, that the failure to provide such notice shall not release the Indemnifying Party from any of its obligations under this Article IX except to the extent the Indemnifying Party is materially prejudiced by such failure.

(b) If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party hereunder against any losses that may result from such Third Party Claim, then the Indemnifying Party shall be entitled to assume and control the defense of such Third Party Claim at its expense and through counsel of its choice if it gives notice of its intention to do so to the Indemnified Party within thirty (30) days of the receipt of such notice from the Indemnified Party; provided, further however, that if it would be detrimental to the defense of the Indemnified Party for the same counsel to represent both the Indemnified Party and the Indemnifying Party, then the Indemnified Party shall be entitled to retain its own counsel, in each jurisdiction for which the Indemnified Party determines counsel is required, at the expense of the Indemnifying Party.

(c) In the event the Indemnifying Party exercises the right to undertake any such defense against any such Third Party Claim as provided above, the Indemnified Party shall cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party, at the Indemnifying Party's expense, all witnesses, pertinent records, materials and information in the Indemnified Party's possession or under the Indemnified Party's control relating thereto as is reasonably required by the Indemnifying Party. Similarly, in the event the Indemnifying Party declines to take such defense and the Indemnified Party is, directly or indirectly, conducting the defense against any such Third Party Claim, the Indemnifying Party shall cooperate with the Indemnified Party in such defense and make available to the Indemnified Party, at the Indemnifying Party's expense, all such witnesses, records, materials and information in the Indemnifying Party's possession or under the Indemnifying Party's control relating thereto as is reasonably required by the Indemnified Party.

(d) If the Indemnifying Party shall have failed to assume the defense of any claim in accordance with the provisions of this article, then the Indemnified Party shall have the absolute right to control the defense of such claim and, if and when it is finally determined that the Indemnified Party is entitled to indemnification from the Indemnifying Party hereunder, the fees and expenses of the Indemnified Party's counsel shall be borne by the Indemnifying Party and paid by the Indemnifying Party to the Indemnified Party within five (5) business days of written demand therefor along with appropriate supporting documents, but the Indemnifying Party shall be entitled, at its own expense, to participate in (but not control) such defense.

(e) So long as the Indemnifying Party has assumed and is conducting the defense of the Third Party Claim in accordance with Sec. 9.4(b) above, (i) the Indemnifying Party will not consent to the entry of any judgment or entry into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnified Party (not to be withheld unreasonably provided that the Indemnified Party is completely released from all claims) unless the judgment or proposed settlement involves only the payment of money damages by the Indemnifying Party and does not impose an injunction or other equitable relief upon the Indemnified Party and (ii) the Indemnified Party will not consent to the entry of any judgment or entry into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnifying Party (not to be withheld unreasonably).





**ARTICLE X  
MISCELLANEOUS**

**10.1. Termination.** This Agreement may be terminated and the transaction contemplated hereby may be abandoned at any time prior to the Closing Date as follows:

(a) By mutual written consent of Buyer and Seller;

(b) By either Buyer or Seller, if Closing shall not have occurred on or before August 25, 2009 unless extended by written agreement of the parties or pursuant to Section 10.1(d) or 10.1(e) provided, however, that the right to terminate this Agreement under this Section 10.1(b) shall not be available to the party whose failure to fulfill any obligation under this Agreement shall have been the cause of, or resulted in, the failure of Closing to occur on or before such date;

(c) By either Buyer or Seller, if any final and nonappealable order or other legal restraint or prohibition preventing the consummation of the transaction contemplated by this Agreement shall have been issued by any governmental authority or any Law shall have been enacted or adopted that enjoins, prohibits or makes illegal consummation of the transaction;

(d) By Buyer, upon a breach of, or failure to perform in any material respect (which breach or failure cannot be or has not been cured within thirty (30) days after the giving of notice of such breach or failure with the Closing extended until the end of the cure period), any representation, warranty, covenant or agreement on the part of Seller set forth in this Agreement, such that a condition set forth in Section 8.1 would not be satisfied; or

(e) By Seller, upon a breach of, or failure to perform in any material respect (which breach or failure cannot be or has not been cured within thirty (30) days after the giving of notice of such breach or failure with the Closing extended until the end of the cure period), any representation, warranty, covenant or agreement on the part of Buyer set forth in this Agreement, such that a condition set forth in Section 8.2 would not be satisfied.

**10.2. Notice of Termination: Effect of Termination.** In the event of termination of this Agreement by either Buyer or Seller pursuant to Section 10.1 (b), (c), (d) or (e) hereof, the terminating party shall give prompt written notice thereof to the nonterminating party. In the event of termination of this Agreement pursuant to Section 10.1, this Agreement shall be of no further effect, there shall be no liability under this Agreement on the part of either Buyer or Seller and all rights and obligations of each party hereto shall cease, provided, however, that nothing herein shall relieve any party from liability for the breach of any of its representations and warranties or the breach of any of its covenants or agreements set forth in this Agreement.

**10.3. Expenses.** Each of the parties hereto shall pay its own fees, costs and expenses incurred in connection with the negotiation, preparation, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

**10.4. Entire Subject Matter: Amendment.** This Agreement, together with its Schedules and Exhibits and all ancillary agreements and exhibits and schedules thereto to be delivered at Closing, contains the entire understanding of the parties with respect to the subject matter hereof and



supersedes all prior agreements, either oral or written. The Agreement may not be amended, or any term or condition waived, unless signed by the party to be charged or making the waiver. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by other party(ies), or by anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

10.5. Assignment. No party hereto shall assign or otherwise transfer this Agreement or any of its rights hereunder, or delegate any of its obligations hereunder, without the prior written consent of the other party; provided, however, that Buyer shall be permitted, without the consent of Seller, to assign or otherwise transfer this Agreement or any of its rights hereunder: (a) upon the purchase or sale of all or substantially all of the assets or stock of Buyer or the transfer (by operation of law or otherwise) of the ownership or control of Buyer to the purchaser of such assets or stock or the transferee of such interests; or (b) to any Affiliate of Buyer or to any business entity to be formed by Buyer. Subject to the foregoing, this Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon the parties hereto, and each of their respective successors, heirs and assigns.


10.6. Counterparts. This Agreement may be executed in two or more counterparts, any one of which need not contain the signatures of all parties, but all of which counterparts when taken together will constitute one and the same agreement.

10.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas applicable to contracts made and to be performed in that State. As to any lawsuits, the courts of Harris County, Texas shall have exclusive jurisdiction.

10.8. Schedules and Exhibits. The Schedules and Exhibits attached hereto are an integral part of this Agreement. All exhibits and schedules attached to this Agreement are incorporated herein by this reference and all references herein to this "Agreement" shall mean this Asset Purchase Agreement together with all such exhibits and schedules, and all ancillary agreements and exhibits and schedules thereto to be delivered at Closing.

10.9. Severability. Any provision hereof which is held to be prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be adjusted rather than avoided, if possible, in order to achieve the intent of the parties to this Agreement to the extent possible without in any manner invalidating the remaining provisions hereof.

10.10. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed properly given three (3) business days after being sent by registered or certified mail, postage prepaid, to the parties at the address listed below or upon confirmed delivery by facsimile transmission to the fax numbers set forth below:



If to Seller: L. J. Guillotte, President  
vMonitor Inc.  
11308 Richmond Avenue  
Houston, Texas 77082  
Fax: (713) 467-3999

With a copy to: Lawrence E. Glenn  
Crady, Jewett & McCulley, LLP  
2727 Allen Parkway, Suite 1700  
Houston, Texas 77019-2125  
Fax: (713) 739-8403

With a copy to: Paul Ching  
1401 Enclave Parkway, 3rd floor  
Houston, Texas 77077  
Telephone: (214) 406-5284

If to Buyer: IAI Technology LLC  
P.O. Box 3687  
Abu Dhabi, UAE  
Attention: Carlos Marques  
Fax: 971-2-6767956

With a copy to: Chris Barlow  
P.O. Box 3687  
Abu Dhabi, UAE  
Fax: 971-2-6767956

With a copy to: Thomas W. Graves  
ADAIR AND MYERS, PLLC  
3120 Southwest Freeway, Suite 320  
Houston, Texas 77098  
Fax: (713) 522-3322

10.11. Representation by Counsel. Each party hereto acknowledges that it has been advised by legal and any other counsel retained by such party in its sole discretion. Each party acknowledges that such party has had a full opportunity to review this Agreement and all related exhibits, schedules and ancillary agreements and to negotiate any and all such documents in its sole discretion, without any undue influence by any other party hereto or any third party.

10.12. Construction. The parties have participated jointly in the negotiations and drafting of this Agreement and in the event of any ambiguity or question of intent or interpretation, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

10.13. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

10.14. Waivers. No waiver by any party, whether express or implied, of its rights under any provision of this Agreement shall constitute a waiver of the party's rights under such provisions at any other time or a waiver of the party's rights under any other provision of this Agreement. No failure by any party to take any action against any breach of this Agreement or default by another party shall constitute a waiver of the former party's right to enforce any provision of this Agreement or to take action against such breach or default or any subsequent breach or default by the other party. To be effective any waiver must be in writing and signed by the waiving party.

10.15. Arbitration. The Parties agree that any and all disputes arising out of the terms of this Agreement, their interpretation, and any of the matters herein discussed, shall be subject to binding arbitration in the County of Harris, Texas, using the rules, but not the offices or auspices of the American Arbitration Association under its Commercial Arbitration Rules, with a single arbitrator. The Parties agree that the prevailing Party in any arbitration shall be entitled to injunctive relief in any court of competent jurisdiction to enforce the arbitration award. The Parties agree that the prevailing Party in any arbitration shall be awarded its reasonable attorneys' fees and costs. Except as specifically provided for herein, the Parties hereby agree to waive their right to have any dispute between them resolved in a court of law by a judge or jury. The arbitration shall be conducted by a single arbitrator. The arbitration also will be subject to the following agreed terms:

(a) After written notice of potential claim by any Party, each Party will have thirty (30) calendar days to submit the names of one or more proposed arbitrators;

(b) The Parties will then have ten (10) Business Days to agree upon the arbitrator based upon the names proposed;

(c) If the Parties cannot agree upon the arbitrator, either Party will have (15) Business Days to file a motion or petition with a District Court in the State of Texas, in and for the County of Harris, for the sole purpose of having the court designate the arbitrator;

(d) Resolution of the dispute shall be based solely upon the evidence and the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis other than such controlling law, including but not limited to, notions of "just cause"; and

(e) The arbitrator shall not award punitive damages. The arbitrator may award attorney's fees and costs of arbitration.


10.16. Arbitration of Working Capital and Contingent Payments. The above notwithstanding, any disputes regarding calculation of the Working Capital Balance as described in Section 1.2 or the Contingent Payments as described in Section 2.4 shall be promptly determined pursuant to the Texas Arbitration Act with a single arbitrator appointed by the managing partner of the Houston, Texas office of KPMG LLP. Initial costs of the arbitration shall be borne equally by Buyer and Seller; provided, the arbitrator may award attorney's fees and costs of arbitration.



THEREFORE, the parties hereto have executed, or caused this Asset Purchase Agreement to be executed by their duly authorized representatives, as of the date first written above.

**BUYER:**

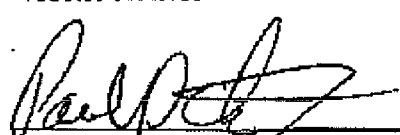
IAI TECHNOLOGY LLC

By:   
\_\_\_\_\_  
Carlos Marques, President

11/2/09  
AUGUST

**SELLERS:**

MONITOR INC.

  
\_\_\_\_\_  
Paul D. Ching, Chairman

11 August 2009



**EXHIBIT A**

**ASSIGNMENT AND ASSUMPTION  
AND BILL OF SALE**

This Assignment and Assumption and Bill of Sale (the "Agreement"), is made and entered into this \_\_\_\_ day of August, 2009 by and between VMonitor, Inc. ("Seller"), and IA1 LLC ("Buyer").

**RECITALS**

**WHEREAS**, Seller and Buyer are parties to an Asset Purchase Agreement effective as of August 7, 2009 (the "Purchase Agreement"), whereby (i) Seller has agreed to assign and the Buyer has agreed to assume, the Assumed Liabilities (as defined in the Purchase Agreement) and (ii) Seller has agreed to sell, convey, transfer, assign and deliver to Buyer the Acquired Assets (as defined in the Purchase Agreement); and

**WHEREAS**, all capitalized terms not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

**NOW, THEREFORE**, pursuant to the Purchase Agreement, and in consideration of the mutual promises, covenants and agreements therein and hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption of Assumed Liabilities.

(a) Seller hereby assigns to Buyer, its successors and assigns, and Buyer hereby assumes, in accordance with the terms and conditions of the Purchase Agreement and the Assumed Liabilities the Acquired Assets as defined in the Purchase Agreement. Notwithstanding anything in this Agreement to the contrary, except as specifically set forth in the Purchase Agreement, Buyer shall not assume nor be deemed to have assumed any debt, claim, obligation or other liability of Seller or any Affiliate of Seller, whether known or unknown, accrued or unaccrued, fixed or contingent, natural or unnatural, whether arising out of occurrences, events or actions prior to, at or after the Closing Date.

(b) In the event that Seller and/or Buyer determines after execution of this Agreement that one or more contracts or agreements between Seller and any third party necessary to operate the Acquired Assets was not designated as an Assigned Contract or an Assigned Personal Property Lease (each an "Omitted Agreement"), and the parties consent in writing to the assignment and assumption of such Omitted Agreement, which consent shall not be unreasonably withheld, then, such Omitted Agreement shall be deemed assigned by Seller to Buyer as of 12:01 a.m. on the Closing Date.

(c) Seller hereby authorizes and directs all obligors under any Assigned Contracts and Assigned Personal Property Leases included in the Assumed Liabilities, to deliver any warrants,



checks, drafts or payments to be issued or paid to Seller pursuant to the Assigned Contracts or the Assigned Personal Property Leases to Buyer for periods after the Effective Date; and Seller further authorizes Buyer to receive such warrants, checks, drafts or payments from such obligors and to endorse Seller's name on them and to collect all funds due or to become due under the Assigned Contracts and the Assigned Personal Property Leases.

(d) Any payment that may be received by Seller to which Buyer is entitled by reason of this Agreement or the Purchase Agreement shall be received by Seller as trustee for Buyer, and will be immediately delivered to Buyer without commingling with any other funds of Seller.

(e) Notice of the assignment under this Agreement may be given at the option of either party to all parties to the Assigned Contracts and the Assigned Personal Property Leases (other than Seller) or to such parties' duly authorized agents.

(f) The assumption by Buyer of any Assumed Liabilities shall not enlarge the rights of any third party with respect to any Assumed Liabilities, nor shall it prevent Buyer, with respect to any party other than Seller, from contesting or disputing any Assumed Liability.

(g) Seller hereby appoints Buyer, its successors and assigns, as the true and lawful attorney-in-fact of Seller, with full power of substitution, having full right and authority, in the name of Seller, to collect or enforce for the account of Buyer, liabilities and obligations of third parties under the Assumed Liabilities; to institute and prosecute all proceedings Buyer may deem proper in order to enforce any claim to obligations owed under the Assumed Liabilities, to defend and compromise any and all actions, suits or proceedings in respect of the Assumed Liabilities, and to do all such acts in relation to the Assumed Liabilities that Buyer may deem advisable. Seller agrees that the above-stated powers are coupled with an interest and shall be irrevocable by Sellers.

## 2. Bill of Sale.

(a) Seller hereby sells, conveys, transfers, assigns and delivers to Buyer, its successors and assigns, free and clear of any pledge, lien, option, security interest, mortgage or other encumbrance, and Buyer does hereby acquire from Seller, all right, title and interest in, to and under the Acquired Assets. The Acquired Assets shall include all rights, privileges, hereditaments and appurtenances belonging, incident or appertaining to the Acquired Assets.

(b) Notwithstanding anything contained herein, Buyer is not purchasing from Seller any Excluded Assets.

(c) It is understood by both Seller and Buyer that, contemporaneously with the execution and delivery of this Agreement, Seller may be executing and delivering to Buyer certain further assignments and other instruments of transfer which in particular cover certain of the property and assets described herein or in the Purchase Agreement, the purpose of which is to supplement, facilitate and otherwise implement the transfer intended hereby.

(d) Seller does hereby irrevocably constitute and appoint the Buyer, its successors and assigns, its true and lawful attorney, with full power of substitution, in its name or otherwise, and on behalf of Seller, or for its own use, to claim, demand, collect and receive at any time and from time



to time any and all Acquired Assets, properties, claims, accounts and other rights, tangible or intangible, hereby sold, transferred, conveyed, assigned and delivered, or intended so to be, and to prosecute the same at law or in equity and, upon discharge thereof, to complete, execute and deliver any and all necessary instruments of satisfaction and release.

3. Consummation of Purchase Agreement. This Agreement is intended to evidence the consummation of the assignment by Seller and assumption by the Buyer of the Assumed Liabilities and the sale by Seller and the purchase by Buyer of the Acquired Assets contemplated by the Purchase Agreement. Buyer and Seller by their execution of this Agreement each hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Agreement. Any inconsistencies or ambiguities between this Agreement and the Purchase Agreement shall be resolved in favor of the Purchase Agreement.

4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

5. Further Assurances. After the Closing Date, each party will from time to time, at the other party's request and without further cost to the party receiving the request, execute and deliver to the requesting party such other instruments and take such other action as the requesting party may reasonably request so as to enable it to exercise and enforce its rights under and fully enjoy the benefits and privileges with respect to this Agreement and to carry out the provisions and purposes hereof.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas applicable to agreements made and to be performed in that State without giving effect to conflicts of law principles.

7. Counterparts. This Agreement may be signed in any number of counterparts and all such counterparts shall be read together and construed as one and the same document.

IN WITNESS WHEREOF, the undersigned have caused this Assignment and Assumption and Bill of Sale to be duly executed on their behalf on the day and year first above written.

VMONITOR INC.

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

Paul D. Ching, Chairman

11 Aug 2003



**SCHEDULE 1.0**  
Attached to Asset Purchase Agreement  
Effective Date: August 22, 2009  
Between IAI Technology LLC, as Purchaser, and  
vMonitor Inc., as Seller

**TABLE OF DEFINITIONS**

"Acquired Assets" has the meaning set forth in Section 1.1.

"Acquisition Agreements" means this Agreement, the Assignment and Assumption and Bill of Sale and all other agreements executed in connection with this Agreement and in connection with Closing.

"Affiliates" means an affiliate of, or person affiliated with, a specified person shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified.

"Agreement" has the meaning set forth in the first sentence of this Agreement.

"Assumed Liabilities" has the meaning set forth in Section 1.3.

"Buyer" has the meaning set forth in the first sentence of this Agreement. For the purposes of Section 7.2, the term "Buyer" shall include Buyer and its Affiliates.

"Offices" has the meaning set forth in the Recitals of this Agreement.

"Closing" has the meaning set forth in the first sentence of Article III of this Agreement.

"Closing Balance Sheet" has the meaning set forth in Section 2.1.

"Closing Date" has the meaning set forth in Article III of this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

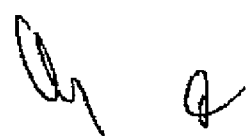
"Competitor," as used in Section 7.2, means any person, corporation, partnership, management services organization, proprietorship, firm, entity or association which engages in or derives any economic benefit from, or is preparing to engage in or derive any economic benefit from, the business of providing or offering, arranging or subcontracting ices.

"Confidential Information" has the meaning set forth in Section 7.1.

"Contract," means any "Assigned Contract" and any "Retained Contract" as defined in Section 4.20.

"Directly or indirectly," as used in Section 7.2, means any and all activities undertaken by, through or on behalf of Seller, any Stockholders or any of their Affiliates, and any and all entities

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with respect to which Seller, each Stockholder and their Affiliates serve as a contractor, agent or representative.

"Direct Inventory Costs" means all of Buyer's actual costs associated with the use and consumption of inventory items directly charged to each project.

"Direct Labor Cost for Site Staff" means all the reasonably charged expenses associated with the following departments directly involved in each project: Project Management, Engineering, Project Control & Planning, Health, Safety & Environment, Quality Assurance & Control, Contracts Management, Administration, Documents Control, Warehousing / Customer Service, Labor Camp.

"Direct Labor Cost for Field Staff" means all the reasonably charged expenses associated with the following departments directly involved in each project: Electrician, Fitter, Welder, Helper, Driver, Instrument Technician, HD Cable Joiner, Operator, Mechanic, Electrical Technician, Electrician Charge Hand, Electrician Supervisor, Instrument Fitter, Instrument Supervisor and Carpenter.

"Effective Date" means August 22, 2009, or such other date as the Parties may agree in writing if Closing does not occur on August 25, 2009. "Employee Benefit Plans" means any "employee benefit plan" as defined in Section 3(3) of ERISA and all bonus, stock or other security option, stock or other security purchase, stock or other security appreciation rights, incentive, deferred compensation, retirement or supplemental retirement, severance, golden parachute, vacation, cafeteria, dependent care, medical care, employee assistance program, education or tuition assistance programs, insurance and other similar fringe or employee benefit plans, programs or arrangements, and any current or former arrangement or executive compensation or severance agreements or any other plan or arrangement to provide compensation or benefits to any individual, written or otherwise, which has ever been sponsored or maintained or entered into for the benefit of, or relating to, any present or former employee or director of Seller or any ERISA Affiliate, without regard to whether such individual is a Seller's Employee or a Transferring Employee.

"ERISA Affiliate" means any entity (whether or not incorporated) that together with the Seller is a member of: (i) a controlled group of corporations within the meaning of Section 414(b) of the Code; (ii) a group of trades or business under common control within the meaning of Section 414(c) of the Code; or (iii) an affiliated service group within the meaning of Section 414(m) of the Code.

"Environmental Laws" means all Laws relating to hazardous waste, infectious medical and radioactive waste, and other environmental matters, including, without limitation, the Resource Conservation and Recovery Act, the Clean Air Act and the Comprehensive Environmental Response Compensation and Liability Act, and any regulations issued thereunder.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Excluded Assets" has the meaning set forth in Section 1.2 hereof.

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"Excluded Liabilities" has the meaning set forth in Section 1.4 hereof.

"Execution Date" being the date on which this Agreement is executed and becomes binding on the Parties has the meaning set forth in the first paragraph of this Agreement. Financial Statements" has the meaning set forth in Section 4.9.

"GAAP" means accounting principles generally accepted in the United States of America, consistently applied.

"Governmental Approval" has the meaning set forth in Section 4.3(a) hereof.

"Gross Margin" means Gross Revenues minus Direct Inventory Cost of sales minus Direct Labor Cost for Site Staff and Direct Labor for Field Staff calculated separately as to each project.

"Gross Revenue" means the total cash received and the fair market value of any non-cash consideration received by Buyer in return for the products sold and services performed on any project referenced in Section 2.4 (c) hereof less freight, customs/import duties or taxes, sales or use taxes and returns.

"Hazardous Material" means (i) petroleum and petroleum products, by-products or breakdown products, radioactive materials, asbestos-containing materials and polychlorinated biphenyls; (ii) infectious medical waste; and (iii) any other chemical, material or substance, all of which are defined or regulated as toxic or hazardous or as a pollutant, contaminant or waste under any applicable Environmental Law.

"Indemnified Party" has the meaning set forth in Section 9.4.

"Indemnifying Party" has the meaning set forth in Section 9.4.

"Intellectual Property" has the meaning set forth in the Recitals.

"Interim Financial Statement" has the meaning set forth in Section 4.9.

"Inventory Amounts" has the meaning set forth in Section 4.25.

"Knowledge" shall mean the actual knowledge and knowledge deemed acquired after reasonable investigation of members of the board of directors, the President, Chief Executive Officer or the Chief Financial Officer of Seller as of the Execution Date or as of Closing.

"Labor Contract" has the meaning set forth in Section 4.15(d).

"Law" or "Laws" means any and all federal, state, and local statutes, codes, licensing requirements, ordinances, laws, rules, regulations, decrees or orders of any foreign, federal, state or local government and any other governmental department or agency, and any judgment, decision, decree or order of any court or governmental agency, department or authority.

"Licenses" means the licenses listed on Schedule 4.5.

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"Liens" means any lien, claim, security interest, mortgage, pledge, restriction, covenant, charge or encumbrance of any kind or character, direct or indirect, whether accrued, absolute, contingent or otherwise.

"Losses" means losses, damages, liabilities, actions, suits, proceedings, claims, demands, taxes, sanctions, deficiencies, assessments, judgments, costs, interest, penalties and expenses (including without limitation reasonable attorneys' fees, which shall include a reasonable estimate of the allocable costs of in-house legal counsel and staff, and the reasonable travel and living expenses away from home of the officers, employees, agents and representatives of the aggrieved party).

"Material Adverse Effect" means a any event, circumstance, change or effect that individually is reasonably expected to result in a charge or liability in excess of \$150,000 that is not reflected on the Interim Financial Statement.

"Period," as used in Section 7.2, means two (2) years from the Closing Date.

"Personal Property Leases," "Assigned Personal Property Leases" and "Terminated Personal Property Leases" have the meanings set forth in Section 4.8.

"Premises" means all real property used by Seller in connection with the Seller's Business, as described on Schedule 4.21 hereto.

"Purchase Price" has the meaning set forth in Section 2.1.

"Release" means disposing, discharging, injecting, spilling, leaking, leaching, dumping, emitting, escaping, emptying, seeping, placing and the like into or upon any land, water or air, or otherwise entering into the environment.

"Remedial Action" means all action to (i) clean up, remove or treat Hazardous Materials in the environment; (ii) restore or reclaim the environment or natural resources; (iii) prevent the Release of Hazardous Materials so that they do not migrate or endanger or threaten to endanger public health or the environment; or (iv) perform remedial investigations, feasibility studies, corrective actions, closures and post-remedial or post-closure studies, investigations, operations, maintenance and monitoring on, about or in the Premises.

"Seller" has the meaning set forth in the first sentence of this Agreement.

"Seller's Employees" has the meaning set forth in Section 1.5.

"Seller Licenses" has the meaning set forth in Section 4.5.

"Seller Payment Programs" has the meaning set forth in Section 4.13(a).

"Seller's Business" has the meaning set forth in the Recitals of this Agreement.

"Stockholders" has the meaning set forth in the preamble to this Agreement.

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"Taxes" means all taxes of any type or nature whatsoever, including without limitation, income, gross receipts, excise, franchise, property, value added, import duties, employment, payroll, sales and use taxes and any additions to tax and any interest or penalties thereon.

"Tax Returns" means any and all returns, declarations, reports, claims for refunds and information returns or statements relating to Taxes, required to be filed by Seller for itself and for the Employee Benefit Plans of Seller, including all schedules or attachments thereto and including any amendment thereof (collectively, "Tax Returns").

"Third Party Consent" has the meaning set forth in Section 4.3(b) with respect to Assigned Contracts.

"Transferring Employee" has the meaning set forth in Section 1.5.

"Working Capital" means the amount calculated in accordance with Supplemental Schedule 1.0, subject to adjustment pursuant to Section 2.1.

"Year-End Financial Statement" has the meaning set forth in Section 4.9.

**SCHEDULE 2.1**  
Attached to Asset Purchase Agreement  
Effective Date: August 22, 2009  
Between IAI Technology, LLC, as Purchaser, and  
vMonitor 1, as Seller

Payment to Sellers/Adjustments to Purchase Price

None

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**SCHEDULE 2.4(c)**  
**Attached to Asset Purchase Agreement**  
**Effective Date: August 22, 2009**  
**Between IAI Technology LLC, as Purchaser, and**  
**vMonitor Inc., as Seller**

**Projects for Contingent Payments**

**See Attached.**

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Region	Country	Customer	Project Name
Middle East/North Africa	Kuwait	KOC	Waha Kuwait RTU Upgrade Project
Middle East/North Africa	Kuwait	KOC	North Kuwait Well Monitoring & Surveillance
Middle East/North Africa	Kuwait	KOC	West Kuwait Field Well Monitoring & Surveillance
Middle East/North Africa	Kuwait	KOC/SBS	Wellhead Monitoring - High pressure gas wells (North Jurassic field)
Middle East/North Africa	Kuwait	KOC/WOESP	ESP Monitoring System
Middle East/North Africa	Oman	Al Hajar	PDC NIMF-C field Development
Middle East/North Africa	OMAN	BP	British Petroleum - Maikarem & Iccan field development
Middle East/North Africa	OMAN	GPS	Khasab Water treatment plant
Middle East/North Africa	OMAN	GPS/OGC	Saleh Remote Station
Middle East/North Africa	OMAN	GPS/OGC	OGC Pipeline Projects - Ghubrah
Middle East/North Africa	OMAN	GPS/OGC	OGC Pipeline Projects - Barka Loop line
Middle East/North Africa	OMAN	National Mining	Wireless RTU and Telemetry applications
Middle East/North Africa	Oman	OGC/GPS	Misc. Pipeline RTU Upgrade and replacement Project
Middle East/North Africa	OMAN	Oman Ministry	Water/Waste Water and Mining project
Middle East/North Africa	OMAN	PDC	PDC RTU Contract Extension
Middle East/North Africa	OMAN	PDC	PDC Telecomms Tender - Wireless Comm. System Upgrade
Middle East/North Africa	OMAN	PDC	RPC Tender - System Integration
Middle East/North Africa	OMAN	PDC	Gas Dept - LNG RTUs and System Upgrades
Middle East/North Africa	OMAN	PDC	Qid LNG Panel Retrofit
Middle East/North Africa	Oman	PDC	25 XCs without Solar Systems
Middle East/North Africa	Oman	PDC	25 XCs with Solar Systems
Middle East/North Africa	Oman	PDC	30 XPs for Smart Fields
Middle East/North Africa	Oman	PDC	Services to PDC
Middle East/North Africa	Oman	PDC	Al-Burj Field Development
Middle East/North Africa	Oman	PDC	Al-Burj RTU Commissioning Services
Middle East/North Africa	Oman	PDC	Anal Steam Injection Project
Middle East/North Africa	OMAN	Petrogas	Petrogas Sahma Field
Middle East/North Africa	OMAN	Petrogas	REBA field Development
Middle East/North Africa	Saudi Arabia	ARAMCO	500 Wells Automation - Abqaiq
Middle East/North Africa	Saudi Arabia	ARAMCO	Safaniah Field Development - Remote well Monitoring
Middle East/North Africa	Saudi Arabia	ARAMCO	Khamsa ESP Monitoring
Middle East/North Africa	Saudi Arabia	ARAMCO	Khamsa Data Management Services
Middle East/North Africa	Saudi Arabia	ARAMCO	RESTRICTED VENDOR LIST - RTU CATEGORY
Middle East/North Africa	Saudi Arabia	ARAMCO	Manifa Field Development - PDHMS Monitoring
Middle East/North Africa	Saudi Arabia	ARAMCO	Abqaiq Intelligent Wells completion - PDHMS Interface
Middle East/North Africa	UAE	ADCO	ESP Monitoring System
Middle East/North Africa	UAE	ADCO	GPRS System Upgrade
Middle East/North Africa	UAE	ADCO	Wellhead Monitoring - Wireless Sensors
Middle East/North Africa	UAE	ADCO	SMART FIELD development - RTUs
Middle East/North Africa	UAE	ADMA	Zakum West - Water Injection Automation
Middle East/North Africa	UAE	ADMA	Zakum Project - RTUs for GAS and OIL Producers
Middle East/North Africa	UAE	DUBAI PETROL	RTU and Communication upgrade
Middle East/North Africa	UAE	GABCO	Wireless Telemetry System
Middle East/North Africa	UAE	ZADCO	Zakum North Field
Middle East/North Africa	UAE	ZADCO	UNM-AI DALKH RTU Upgrade
Middle East/North Africa	UAE	ZADCO	SATAH RTU Upgrade
West Africa	Nigeria	Addax	Wireless remote monitoring and leak detection
West Africa	Nigeria	Agip	Wireless remote monitoring
West Africa	Nigeria	Chevron Nig	Maran Okata Extension
West Africa	Nigeria	Chevron Nigeria	Maran Field Automation
West Africa	Nigeria	Esso/Mobil Nig	Geo RH- Monitoring Project
West Africa	Nigeria	SPDC	FRDI
West Africa	Nigeria	Total Nigeria	Obayi Field Project
West Africa	Gabon	Shell	Wireless Telemetry System / RTUs

*Handwritten signature/initials*



**SCHEDULE 4.3(a)**  
**Attached to Asset Purchase Agreement**  
**Effective Date: August 22, 2009**  
**Between LAI Technology LLC, as Purchaser, and**  
**vMonitor Inc., as Seller**

Governmental Approvals

None

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**SCHEDULE 4.3(b)**  
**Attached to Asset Purchase Agreement**  
**Effective Date: August 22, 2009**  
**Between IAI Technology LLC, as Purchaser, and**  
**vMonitor Inc., as Seller**

**Third Party Consents**

Shell Technology Ventures Fund 1 B.V.

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**SCHEDULE 4.5**  
**Attached to Asset Purchase Agreement**  
**Effective Date: August 22, 2009**  
**Between LAI Technology LLC, as Purchaser, and**  
**vMonitor Inc., as Seller**

License Agreements

Sr. No.	Agreement Party	Type of License or Agreement
1	ABB	Corporate Marketing/reseller
2	AI-Perform	ESP Analysis Database and product development
3	Directive 7	Video Monitoring & Surveillance Product Development
4	Kokam Lancaster Flow Automation	Marketing & reseller
5	Schlumberger	Alliance Agreement
6	Sixnet	MOU for project teaming and cooperation
7	SoftDEL	OEM Product Licensing of Sixnet products
8	Theta Oilfield Services	Outsourcing Software Development
9	Oleum Tech	Cross-licensing of XSPQC software
10		Global paid up license on patent rights

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**SCHEDULE 4.8**  
Attached to Asset Purchase Agreement  
Effective Date: August 22, 2009  
Between IAI Technology LLC, as Purchaser, and  
vMonitor Inc., as Seller

Personal Property Leases

None

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**SCHEDULE 4.20**  
**Attached to Asset Purchase Agreement**  
**Effective Date: August 22, 2009**  
**Between IAI Technology LLC, as Purchaser, and**  
**vMonitor Inc., as Seller**

Assigned Contracts (projects in execution)

Country	Customer	Project Name	Contract No / Order No.
Kuwait	KOC/WGESP	ESP Monitoring Project	JAW425/08/Rov1
NIGERIA	SPDC	SOKU Installation Contract	4510134821
NIGERIA	SPDC	Engineering Services for ROCI Project	S15764
Oman	PDO	Supply Price Agreement contract for RTUs	CPA7770322
		Miscellaneous POs as per Supply PA contract	
Oman	PDO		Refer attached sheet
Oman	OGC/GPS/EDGO	Oman Gas Projects - Commissioning	Refer attached sheet
Saudi Arabia	ARAMCO/Al-Kharyaf	Khurais Project ESP Monitoring System	6600016708
UAE	ADCO	Remote Well Surveillance Application Pilot	6840.01
UAE	ADCO	Smart Field - Shah Project Task Order	92164189
UAE	ADCO	CO2 Injection System Pilot - Rumaltha	92171692
UAE	ZADCO	Multiphase Imp monitoring (WHP2/WHP4)	PR/PD/1894
UAE	ZADCO	Umm Al Dajir WHP 11 (Add-on)	SO138036CO1
UAE	ZADCO	Satah Field (Silvertech)	FPO000018/PRJ-115
Malaysia	Maser/Petronas	TUKAU Trunkline Monitoring Project	MME9004
Brunei	FalahTek/BSP	Wireless Hardware Sensors	4895/90211R3

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**SCHEDULE 4.20(b)**  
**Attached to Asset Purchase Agreement**  
**Effective Date: August 22, 2009**  
**Between IAI Technology LLC, as Purchaser, and**  
**vMonitor Inc., as Seller**

(b) Notice of Default that Would Have a Material Adverse Effect

None

(c) Prepayments and Deposits Received

None

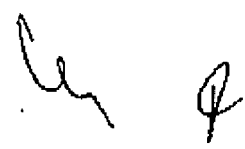
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**SCHEDULE 4.24**  
Attached to Asset Purchase Agreement  
Effective Date: August 22, 2009  
Between LAI Technology LLC, as Purchaser, and  
vMonitor Inc., as Seller

Insurance

See Attached

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**SCHEDULE 4.26**  
Attached to Asset Purchase Agreement  
Effective Date: August 22, 2009  
Between IAI Technology LLC, as Purchaser, and  
vMonitor Inc., as Seller

Intellectual Property

vMonitor Inc. has applied for four patents as detailed below:

- 1 A System and Method for Extending a Serial Protocol to Create a Network In a Well Monitoring Environment

Docket number: GR030.0004 was filed on March 26, 2008, the Serial number: 12/055,942, the Group art number: 2616, Title: A SYSTEM AND METHOD FOR EXTENDING A SERIAL PROTOCOL TO CREATE A NETWORK IN A WELL MONITORING ENVIRONMENT, Status on the case is Pending

Docket number for PCT: GR030.0004 was filed on March 27, 2008, the Serial number: PCT/US2008/00480, Title: A SYSTEM AND METHOD FOR EXTENDING A SERIAL PROTOCOL TO CREATE A NETWORK IN A WELL MONITORING ENVIRONMENT

Docket number for Provisional: GR030.0004 was filed on March 28, 2007, the Serial number: 60/920,527, Title: A SYSTEM AND METHOD FOR EXTENDING A SERIAL PROTOCOL TO CREATE A NETWORK IN A WELL MONITORING ENVIRONMENT, Status on the case Pending

- 2 A System and Method for Monitoring a Well

Docket number Non-Provisional: GR030.0003 was filed on March 26, 2008, the Serial number: 12/055,995, the Group art number: 2618, Title: A SYSTEM AND METHOD FOR MONITORING A WELL, Status on the case is Pending

Docket number for PCT: GR030.0003 was filed on March 27, 2008, the



Serial number: PCT/US2008/004004, Title: A SYSTEM AND METHOD FOR MONITORING A WELL

Docket number for Provisional Patent: GR030.0003 was filed on March 28, 2007, the Serial number: 60/920,434, Title: A SYSTEM AND METHOD FOR MONITORING A WELL, Status on the case is Pending

3 A System and Method for Wireless Signal Communication in An Oil Field Environment

Docket number: GR030.0009 was filed on October 31, 2007, the Serial number: 11/931,842, the Group art number: 2611, Title: A SYSTEM AND METHOD FOR WIRELESS SIGNAL COMMUNICATION IN AN OIL FIELD ENVIRONMENT, Status on this case is Pending

PCT has not been filed for this case

Docket number: GR030.0012 was filed on March 24, 2008, the Serial number: 12/108,620, the Group art number: 2882, Title: VIBRATION ENERGY HARVESTING ON PROCESS FLOW TO POWER WIRELESS DEVICES, Status on the case is Pending

PCT has not been filed for this case

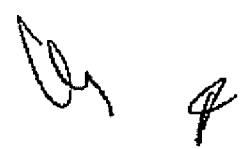
4 A System and Method for Energy Generation in An Oil Field Environment  
Filed in US: 4/24/2008

**SCHEDULE 4.28**  
**Attached to Asset Purchase Agreement**  
**Effective Date: August 22, 2009**  
**Between IAI Technology LLC, as Purchaser, and**  
**vMonitor Inc., as Seller**

**Accounts Receivable**

**See Attached**

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MEMBER COMPANIES OF AMERICAN INTERNATIONAL GROUP, INC.

Illinois National Insurance Company  
2929 Allen Parkway  
Suite 1300  
Houston, TX 77019  
A Member Company of American International Group, Inc.  
(713) 342-7800

**EXTENSION OF TEMPORARY AND CONDITIONAL BINDER  
OF INSURANCE CONFIRMATION LETTER**

July 30, 2009

Eunice Tiango  
Marsh USA, Inc.  
1000 Main St., Ste 3000  
Houston, TX 77002-2508

RE: SHELL TECHNOLOGY VENTURES FUND 1 BV  
Tab#: 1178295, Submission #: 912070840  
Private Edge Directors, Officers and Private Company Liability Insurance  
Policy  
Policy#: 02-708-17-37  
Replacement Policy#: 00-652-74-57  
Policy Period Effective Date From: 07/01/2009 To 07/01/2010

Dear Eunice:

As per your request, this letter will serve to extend the terms of our TEMPORARY AND CONDITIONAL BINDER dated June 30, 2009 (hereinafter the "Binder") on the above-referenced account for an additional period of thirty (30) days and shall expire at 12:01 a.m. on August 30, 2009. At the time of this letter, the following items requested, which coverage under said binder was subject to and dependent upon (hereinafter referred to as "subjectivities"), remain outstanding:

Signed and dated Private Edge renewal application

This extension is conditioned upon our receipt, review and acceptance of the above listed subjectivities to the insurer prior to August 30, 2009.

Notwithstanding the payment of any premium or the issuance of any policy pursuant to the Binder, this extension shall be considered to be deemed part of the Binder and is conditioned upon the receipt, review and written underwriting approval of the information specified above as subjectivities prior to the Permanent Binder. If such information is not received, reviewed and approved in writing by the insurer by August 30, 2009, then the Binder, including the thirty (30) day

extension set forth in this notice, and any policy issued pursuant thereto will be automatically null and void ab initio and shall have no effect. Any additional extensions of the Binder may only be extended in writing by the insurer.

Nothing in this letter shall be interpreted to waive the insurer's rights under the Binder, including those rights outlined under the "CONDITIONS OF BINDER" section thereof.

If you have any questions or concerns regarding these issues, please give me a call to discuss.

Sincerely,

Laurie Ellis  
Underwriter  
National Union Fire Insurance Company  
of Pittsburgh, Pa.



Illinois National Insurance Company  
2929 Allen Parkway  
Suite 1300  
Houston, TX 77019-2128  
(713) 342-7300



**AIG EXECUTIVE LIABILITY<sup>SM</sup>**  
Insurance provided by a member company of  
American International Group, Inc.

**TEMPORARY AND CONDITIONAL BINDER OF INSURANCE CONFIRMATION  
LETTER**

June 30, 2009

EUNICE MANGCO  
MARSH USA, INC.  
1000 MAIN ST STE 3000  
HOUSTON, TX 77002-2506

**RE: SHELL TECHNOLOGY VENTURES FUND I BV**  
Private Edge Directors, Officers and Private Company Liability Insurance Policy

Name of Insurance Carrier: ILLINOIS NATIONAL INSURANCE COMPANY  
Address of Insurance Carrier: 175 WATER STREET, NEW YORK, NY, 10038

Tab#: 1178295, Submission #: 912870940  
Policy#: 02-788-17-37  
Replacement of Policy # 00-633-74-67  
Policy Period Effective Date From: 07/01/2009 To 07/01/2010

Dear Eunice:

On behalf of Illinois National Insurance Company (hereinafter "Insurer"), I am pleased to confirm the conditional binding of coverage in accordance with our agreement as set forth below and subject to the conditions set forth herein. Please review said Conditional Binder for accuracy and contact the Insurer prior to the effective date of policy coverage of any inaccuracy(ies) found within the issued Conditional Binder. If the Insurer does not hear from you prior to the effective date of policy coverage it will be understood that the Conditional Binder has been accepted as an accurate description of the agreed upon terms of coverage.

**\*\*\*IMPORTANT POLICY ISSUANCE VERIFICATION\*\*\***

A policy will be issued with the name and address of the Insured exactly as referenced in the "Policy Information" Section of this Conditional Binder. If this information is inaccurate, please advise us immediately.

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**POLICY INFORMATION**

**INSURED:** SHELL TECHNOLOGY VENTURES FUND I LP  
**INSURER'S ADDRESS:** C/O KENDA CAPITAL, 2700 POST OAK BLVD, SUITE 1750  
HOUSTON, TX 77056  
**TYPE OF POLICY:** Private Edge Directors, Officers and Private Company Liability Insurance Policy  
**BASIC FORM:** 68462 (08/97)  
**INSURANCE COMPANY:** Illinois National Insurance Company  
**POLICY NUMBER:** 02-706-17-37  
**EFFECTIVE DATE:** 07/01/2009 **EXPIRATION DATE:** 07/01/2010  
**LIMIT OF LIABILITY:** \$20,000,000  
**RETENTION:** Employment Practices Claims: \$150,000  
Security Claims (other than private placements): \$150,000  
All other Claims (including private placements): \$150,000  
**CONTINUITY DATES:** Coverages A and B(i): 07/01/2007  
Coverage B(i): 07/01/2007  
Quake Entry Coverage For Outside Entity:  
**OTHER TERMS:** Per Insurer Quote/Indication Letter dated 06/30/2009 except as indicated below.  
**PREMIUM:** \$177,559  
**COMMISSION:** 15.00%

**Important Conditions Of Conditional Binder:** See Below

**Additional Premium For Punitive, Exemplary and Multiplied Damages (included in above):** \$17,980

**Premium for Certified Acts of Terrorism Coverage under Terrorism Risk Insurance Act 2002:** \$1,759 included in policy premium. Any coverage provided for losses caused by an act of terrorism as defined by TRIA (TRIA Losses) may be partially reimbursed by the United States under a formula established by TRIA as follows: 85% of TRIA Losses in excess of the insurer deductible mandated by TRIA, the deductible to be based on a percentage of the insurer's direct earned premiums for the year preceding the act of terrorism.

**OUTSTANDING SUBJECT TO INFORMATION**

1. Signed and dated PrivateEdge renewal application

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The following will also be attached to the policy:

SECURITIES CLAIM PANEL COUNSEL LIST  
 EMPLOYMENT PRACTICES CLAIM PANEL COUNSEL

ENDORSEMENTS

The following endorsements will be added to the basic policy:

#	Form #	Ed DA	Title
1	74802	10/01	TEXAS AMENDATORY - CANCELLATION/NONRENEWAL
2	90632	07/08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT WITH EXCEPTION FOR NON-INDRMINIFIABLE LOSS)
3			BANKRUPTCY CLAUSE ENDORSEMENT
4	62462	06/03	CAPTIVE INSURANCE COMPANY
5	86857	11/04	CLAUSE 6 AMENDED (SETTLEMENT WITHIN THE RETENTION AMOUNT)
6	82543	06/03	COMMISSIONS EXCLUSION
7	82456	06/03	CONTINUITY DATE - EXCESS LIMITS
8	90972	01/06	COSTS OF INVESTIGATION COVERAGE ENDORSEMENT
9	86883	03/08	EXCLUSION (C) AMENDED (FLSA)
10	97368	02/08	EXTRACTION COVERAGE
11	86893	11/04	GLOBAL LITIGATION ENDORSEMENT
13	94653	05/07	INSURED V. SURED EXCLUSION (SARLANES-OXLEY WHISTLEBLOWER)
13	MNSCPT		INSURED V. INSURED EXCLUSION AMENDATORY ENDORSEMENT (WITH CARVEBACK FOR CLAIMS BROUGHT BY CREDITOR'S COMMITTEE)
14	86911	11/04	LIMITED PARTNERSHIP EXTENSION
15	99758	08/08	NOTICE OF CLAIM (REPORTING BY E-MAIL)
16	82544	06/03	OUTSIDE ENTITY ENDORSEMENT
17	MNSCPT		PER CLAIM LIMIT OF LIABILITY ENDORSEMENT
18	82502	06/03	PRIOR ACTS EXCLUSION (BACKDATED)
19	97737	03/08	PRIVATEER PLUS AMENDATORY ENDORSEMENT
20	90103	11/03	SEVERABILITY OF THE APPLICATION ENDORSEMENT (FULL INDIVIDUAL SEVERABILITY; TOP 3 ORGANIZATION POSITIONS IMPUTED TO ORGANIZATION; AND NON-RESCINDABLE A SIDE COVER)
21			SEVERABILITY OF EXCLUSIONS PROVISION AMENDATORY ENDORSEMENT
22	89644	07/05	COVERAGE TERRITORY ENDORSEMENT (OFAC)
23	78859	10/01	FORMS INDEX ENDORSEMENT
<b>PENDING DRAFTS FROM LEGAL</b>			
24	MNSCPT		EXCLUSION OF SHELL TECH VENTURES FUND I BV FROM EITHER "DEFINITION OF INSURED" OR "DEFINITION OF COMPANY"
25	MNSCPT		CLAUSE 7 (a) AMENDED - NOTICE FROM GENERAL COUNSEL

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#### CONDITIONS OF CONDITIONAL BINDER

When signed by the Insurer, the coverage described above is in effect from 12:01 AM of the Effective Date listed above to 12:01 AM of the Expiration Date listed above, pursuant to the terms, conditions and exclusions of the policy form listed above, any policy endorsements described above, and any modifications of such terms as described in this Conditional Binder section. Unless otherwise indicated, this Conditional Binder may be canceled prior to the Effective Date by the Insured, or by the Broker on the behalf of the Insured, by written notice to the Insurer or by the surrender of this Conditional Binder stating when thereafter such cancellation shall be effective. Unless otherwise indicated, this Conditional Binder may be canceled by the Insurer prior to the Effective Date by sending written notice to the Insured at the address shown above stating when, not less than thirty days thereafter, such cancellation shall be effective. Unless otherwise indicated, this Conditional Binder may be canceled by the Insurer or by the Insured on or after the Effective Date in the same manner and upon the same terms and conditions applicable to cancellation of the policy form listed above. Issuance by the Insurer and acceptance by or on the behalf of the Insured of the policy shall render this Conditional Binder void except as indicated below.

Notwithstanding the payment of any premium or the issuance of any policy pursuant to this conditional binder, this conditional binder shall be considered to be a TEMPORARY AND CONDITIONAL BINDER and is conditioned upon receipt, review and written underwriting approval of the additional information specified in the section entitled Outstanding Subject To Information. If such information is not received, reviewed and approved in writing by the Insurer within 30 days from the date that this conditional binder letter is executed by the Insurer, then this conditional binder and any policy issued pursuant thereto will be automatically null and void ab initio (void from the beginning) and have no effect. This conditional binder may be extended only in writing from the Insurer.

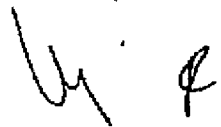
A condition precedent to coverage afforded by this Conditional Binder is that no material change in the risk occurs and no submission is made to the Insurer of a claim or circumstances that might give rise to a claim between the date of this Conditional Binder indicated above and the Effective Date.

Please note this Conditional Binder contains only a general description of coverages provided. For a detailed description of the terms of a policy you must refer to the policy itself and the endorsements bound herein.

#### PREMIUM PAYMENT

Our accounting procedures require that payment be remitted within 30 days of the effective date of coverage or 15 days from the billing date, whichever is later.

We appreciate your compliance with this procedure.

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We appreciate your business and hope that we can be of further service to you in the future.

Sincerely,

  
Laurie Ellis  
Underwriter

If you have any questions regarding this policy, or for any other service needs, please contact our  
AIG Broker Services:

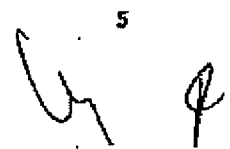
Monday-Friday 9:00 AM - 6:00 PM Eastern

Telephone: 1-877-TO-SERVE or (877)867-1-83

E-mail: [TOSERVE@aig.com](mailto:TOSERVE@aig.com)

Fax: (800) 315-3896

*Raising the bar with commitment to quality*



**SCHEDULE 4.26**  
Attached to Asset Purchase Agreement  
Effective Date: August 22, 2009  
Between IAI Technology LLC, as Purchaser, and  
vMonitor Inc., as Seller

Intellectual Property

vMonitor INC-Inc. has applied for four patents as detailed below:

1 **A System and Method for Extending a Serial Protocol to Create a Network in a Well Monitoring Environment**

Docket number: GR030.0004 was filed on March 26,2008, the Serial number: 12/055,942, the Group art number: 2616, Title: A SYSTEM AND METHOD FOR EXTENDING A SERIAL PROTOCOL TO CREATE A NETWORK IN A WELL MONITORING ENVIRONMENT, Status on the case is Pending

Docket number for PCT: GR030 0004 was filed on March 27,2008, the Serial number: PCT/US2008/004005, Title: A SYSTEM AND METHOD FOR EXTENDING A SERIAL PROTOCOL TO CREATE A NETWORK IN A WELL MONITORING ENVIRONMENT.

Docket number for Provisional: GR030.0004 was filed on March 28,2007, the Serial number: 60/920,527, Title: A SYSTEM AND METHOD FOR EXTENDING A SERIAL PROTOCOL TO CREATE A NETWORK IN A WELL MONITORING ENVIRONMENT, Status on the case Pending

2 **A System and Method for Monitoring a Well**

Docket number Non-Provisional: GR030.0003 was filed on March 26, 2008, the Serial number: 12/055,995, the Group art number: 2618, Title: A SYSTEM AND METHOD FOR MONITORING A WELL, Status on the case is Pending

Docket number for PCT: GR03. 0003 was filed on March 27,2008, the

CJM 131824v.1

Serial number: PCT/US2008/004004, Title: A SYSTEM AND METHOD FOR MONITORING A WELL

Docket number for Provisional Patent: GR030.0003 was filed on March 28, 2007, the Serial number: 60/920,434, Title: A SYSTEM AND METHOD FOR MONITORING A WELL, Status on the case is Pending

3 A System and Method for Wireless Signal Communication in An Oil Field Environment

Docket number: GR030.0009 was filed on October 31, 2007, the Serial number: 11/931,842, the Group art number: 2611, Title: A SYSTEM AND METHOD FOR WIRELESS SIGNAL COMMUNICATION IN AN OIL FIELD ENVIRONMENT, Status on this case is Pending

PCT has not been filed for this case

Docket number: GR030.0012 was filed on March 24, 2008, the Serial number: 12/108,620, the Group art number: 2882, Title: VIBRATION ENERGY HARVESTING ON PROCESS FLOW TO POWER WIRELESS DEVICES, Status on the case is Pending

PCT has not been filed for this case

4 A System and Method for Energy Generation in An Oil Field Environment  
Filed in US: 4/24/2008



**SCHEDULE 4.28**  
**Attached to Asset Purchase Agreement**  
**Effective Date: August 22, 2009**  
**Between IAI Technology LLC, as Purchaser, and**  
**vMonitor Inc., as Seller**

Accounts Receivable

See Attached

CJM 181824v.1

