

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451986

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Video Solution Worx, Ltd. DBA Capture the Market		01/31/2017	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	On-Site Manager, Inc.		
Street Address:	307 Orchard City Drive, Suite 110		
City:	Campbell		
State/Country:	CALIFORNIA		
Postal Code:	95008		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5071655	MAKE THE MOST OF YOUR SPACE	
Registration Number:	4534312	VIDEO MACHINE	
Registration Number:	3745837	VIDEO GIRL	
Registration Number:	3671756	CAPTURE THE MARKET	
Registration Number:	3668546	VIDEO GUY	
CORRESPONDENCE DATA			
Fax Number:	2142000558		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-651-5066		
Email:	jeff.becker@haynesboone.com		
Correspondent Name:	Jeffrey M. Becker c/o Haynes and Boone		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	25151.73_08287		
NAME OF SUBMITTER:	Jeffrey M. Becker		
SIGNATURE:	/Jeffrey M. Becker/		
DATE SIGNED:	11/22/2017		

OP \$140.00 5071655

Total Attachments: 13

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ASSET PURCHASE AGREEMENT

This Agreement is made as of January 31, 2017, by and among (i) On-Site Manager, Inc., a California corporation (“Buyer”), on the one hand, and (ii) Video Solution Worx, Ltd. dba Capture The Market, a Texas Limited Partnership (“Seller”), (iii) CTM Video Marketing, LLC, a Texas limited liability company and general partner of Seller (“CTM Video”), (iv) Land Video Solutions Worx, LLC-, a Texas Limited Partnership] (“Land Video”), (v) Ocean Video Worx, Ltd., a Texas Limited Partnership (“Ocean Video”), (vi) Kimberly Scott (“Scott”); (vii) Janet Settle (“Settle”); and (viii) Wade B. Yeaman. (“Yeaman” and, together with CTM Video, Land Video, Ocean Video, Scott and Settle, and its and their Affiliates, the “Partners”), on the other hand. Collectively, Seller and the Partners are referred to in this Agreement as the “Selling Parties.”

BACKGROUND

A. Seller desires to sell and assign to Buyer, and Buyer desires to purchase and assume from Seller, substantially all of the assets of Seller and certain liabilities of Seller, for the consideration and on the terms and conditions set forth in this Agreement.

B. The Partners own all of the issued and outstanding partnership interests of Seller.

C. The Partners will benefit, directly or indirectly, from the transactions contemplated by this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 DEFINITIONS

For purposes of this Agreement, the following terms have the meanings set forth below:

“Acceptance Notice” has the meaning set forth in Section 2.4(b).

“Accounts Receivable” means all of Seller’s trade accounts receivable and receivables in respect of the sale of Seller Products, and other rights to payment from customers and any claim, remedy or other right related to the foregoing as of the Closing Date.

“Acquired Assets” means all right, title, and interest of Seller in and to all of the assets, properties and rights of Seller, including, without limitation, all of the following: (i) Accounts Receivable, notes receivable and other receivables, (ii) inventory and other tangible personal property (such as machinery, equipment, furniture, automobiles), (iii) Intellectual Property, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, including, without limitation, the Confidential Information, (iv) agreements, open orders, contracts, leases (including, without limitation, the Real Property Lease), subleases, indentures, mortgages, instruments, Liens, guaranties, other similar arrangements, and rights thereunder, (v) investments and securities, (vi) prepaid expenses, claims, deposits, prepayments, refunds, causes of action, rights of recovery, rights of set-off, and rights of recoupment, (vii) franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights

obtained from governmental authorities, (viii) books, records, ledgers, files, documents, correspondence, lists, plats, architectural plans, drawings, specifications, creative materials, advertising and promotional materials, studies, reports, and other printed or written materials, (ix) goodwill, and (x) all customer lists and supplier lists; provided, however, that the Acquired Assets do not include the Excluded Assets.

“Adjusted Closing Payment” has the meaning set forth in Section 2.4(d).

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such Person. A Person is deemed to control another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise. With respect to a natural Person, the term “Affiliate” includes such Person’s spouse, children (including adopted children and step-children), grandchildren, in-laws and parents.

“Affiliated Entities” has the meaning set forth in Section 3.5.

“Agreement” means this Asset Purchase Agreement, including its recitals, exhibits and schedules.

“Assumed Liabilities” means, collectively, (i) the accounts payable of Seller that are related to the Business and incurred in the Ordinary Course and which are set forth on Schedule 3.6(b) of the Disclosure Schedules, and (ii) all obligations of Seller under the executory portion (that is, the portion which is to be performed after the Closing Date) of any agreements or contracts included in the Acquired Assets (but not including any obligation relating to portions performed or to be performed on or before the Closing Date); provided, however, that, notwithstanding the above, the Assumed Liabilities do not include any of the following: (1) any Liability of Seller resulting from any breach of contract, breach of warranty, tort, infringement, violation of any applicable Law, or any environmental matter, (2) any Liability of Seller for Taxes, (3) any Liability of Seller for any Debt, (4) any Liability of Seller under any Employee Benefit Plan, (5) any Liability of Seller for any salary, wages or other compensation, (6) any Liability of Seller under any Excluded Contract, and (7) any Transaction Expenses.

“Base Closing Payment” means the Base Purchase Price less the Holdback Amount less the Transaction Expense Payments.

“Base Purchase Price” ████████████████████

“Bill of Sale” means the Bill of Sale, Assignment and Assumption Agreement to be entered into at the Closing by Buyer and Seller, in substantially the form attached as Exhibit A.

“Business” means video production marketing solutions for the multifamily industry nationwide.

“Business Day” means a day other than a Saturday, Sunday or statutory holiday in the State of California.

“Buyer” has the meaning set forth in the Preamble.

“Buyer Indemnitees” has the meaning set forth in Section 7.1(a)(i).

“Buyer True-Up Payment” has the meaning set forth in Section 2.4(d)(i).

“Charter Documents” has the meaning set forth in Section 3.2(b).

“Closing” has the meaning set forth in Section 2.5.

“Closing Balance Sheet” has the meaning set forth in Section 2.4(a).

“Closing Calculation” has the meaning set forth in Section 2.4(a).

“Closing Date” has the meaning set forth in Section 2.5.

“Closing Payment” has the meaning set forth in Section 2.3(b)(i).

“COBRA” means the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Code, as amended, and of any similar state Law.

“Code” means the Internal Revenue Code of 1986, as amended.

“Confidential Information” means any and all (i) trade secrets concerning the business and affairs of Seller or the Business, product specifications, data, know-how, formulae, compositions, processes, designs, design programs, control panel/dashboard designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current, and planned research and development, current and planned development or distribution methods and processes, past, current and planned service methods, vendor and customer lists, current and anticipated customer requirements, price lists and terms for customers and vendors, market studies, business and marketing programs and plans, sales strategies, operational programs, Software, database technologies, systems, structures, and architectures (and related formulae, compositions, processes, improvements, devices, strategies, inventions, discoveries, concepts, ideas, designs, methods and information), (ii) information concerning the business and affairs of Seller or the Business, including, without limitation, historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, prospective services, entry into new markets, the names and backgrounds of key personnel, distributors, agents or representatives, and personnel training and techniques and materials, however documented, (iii) notes, analyses, compilations, studies, summaries, and other material prepared by or for Seller containing or based, in whole or in part, on any information included in the foregoing, and (iv) the terms of this Agreement, the Transaction Documents and the Employment Agreements and all negotiations related thereto. All information that is treated by Seller prior to Closing as being confidential will be presumed to be Confidential Information. The foregoing notwithstanding, Confidential Information does not include information that can be proved by the recipient to be or have been generally available to the public prior to the execution of this Agreement or which thereafter becomes within the public domain other than as a result of a disclosure by any Selling Party or any Selling Party’s Affiliates or representatives in violation of this Agreement.

“Consent” means any consent, approval, ratification, permission, waiver, authorization or other similar action (including the consent of any Governmental Authority).

“Controlling Party” means the party controlling the defense of any Third Party Claim in accordance with Article 7.

“Damages” means all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, Liabilities, obligations, diminution in value, Taxes, Liens, losses, expenses and fees, including court costs, reasonable attorneys’ fees and expenses and fees and reasonable expenses of accountants and other service providers (without giving effect to any Material Adverse Effect or other materiality qualification or any similar qualification); provided, however, that Damages will not include (a) punitive damages (other than those payable to an unaffiliated Person resulting from a Third Party Claim), or (b) consequential or exemplary damages to the extent such damages are unforeseeable or speculative.

“Debt” means (i) indebtedness for borrowed money, (ii) indebtedness secured by any Lien on property owned whether or not the indebtedness secured has been assumed, (iii) indebtedness evidenced by notes, bonds, debentures or similar instruments, (iv) capital leases, (v) earnouts and similar payments obligations, (vi) the deferred purchase price of assets or services (other than accounts payable incurred in the Ordinary Course), (vii) bank overdrafts, (viii) guarantees with respect to Liabilities of a type described in any of clauses (i) through (vii) above, and (ix) interest, penalties, premiums, fees and expenses related to any of the foregoing.

“Deferred Revenue” shall mean deposits and pre-payments made by Seller’s customers to Seller prior to the Closing Date for services to be delivered after the Closing Date.

“Disclosure Schedule” means the disclosure schedule attached to this Agreement as Exhibit B, which sets forth the exceptions to the representations and warranties contained in Article 3 and certain other information called for by this Agreement.

“Dispute” has the meaning set forth in Section 7.3.

“Employee Benefit Plan” means any “employee benefit plan” (as such term is defined in Section 3(3) of ERISA) and any other employee benefit plan, program or arrangement of any kind that Seller maintains, to which Seller contributes or has any obligation to contribute, or with respect to which Seller has any Liability.

“Employment Agreements” means, collectively, the Employment Agreements to be entered into at the Closing by Buyer and each of the employees set forth on Exhibit D.

“Environmental Laws” means any Law and any Order or binding agreement with any Governmental Authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); (b) regulating the environment or personal safety; or (c) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous

Materials. The term “Environmental Law” includes, without limitation, the following (including their implementing regulations and any similar Laws of a state, county, municipality or local Governmental Authority): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq..

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

“ERISA Affiliate” means each entity that is treated as a single employer with Seller for purposes of Section 414 of the Code or Sections 4001(a)(14) or 4001(b) of ERISA.

“Estimated Net Working Capital” means [REDACTED] which constitutes Seller’s good faith estimate of Net Working Capital, as agreed to by Buyer.

“Excluded Assets” means all right, title, and interest of Seller in and to the following: (i) cash and cash equivalents, (ii) Seller’s charter and other documents relating to the organization, maintenance and existence of Seller as a limited partnership and attorneys’ files and work product to the extent not related to the Business, but including attorneys’ files and work product to the extent related to this Agreement and any Transaction Document, (iii) the information described in clause (iv) of the definition of Confidential Information, (v) any rights of Seller under any Transaction Document, (vi) any Excluded Contract, (vii) all Employee Benefit Plans, (viii) any Insurance Policy, and (ix) the other assets of Seller set forth on Schedule 1.1.

“Excluded Contract” means a contract, agreement or understanding set forth on Schedule 1.2.

“Final Net Working Capital” means the Net Working Capital as finally determined in accordance with Section 2.4.

“Financial Statements” has the meaning set forth in Section 3.6.

“Fraud” means an intentionally committed misrepresentation, act or omission with the intent to deceive.

“Fundamental Matters” has the meaning set forth in Section 7.1(b)(iii).

“Funds Flow Memo” has the meaning set forth in Section 5.1(j).

“Governmental Authority” means any federal, state or local or foreign government, any political subdivision thereof, or any court, administrative or regulatory agency, department, instrumentality, body or commission thereof exercising executive, legislative, judicial, regulatory

or administrative functions of or pertaining to government, or other governmental or quasi-governmental authority or agency, domestic or foreign.

“Hazardous Materials” means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect, or that is otherwise regulated, under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, and polychlorinated biphenyls.

“Holdback Amount” means an amount of [REDACTED]

“Indemnification Notice” has the meaning set forth in Section 7.3.

“Indemnified Party” has the meaning set forth in Section 7.3.

“Indemnifying Party” has the meaning set forth in Section 7.3.

“Independent Auditors” has the meaning set forth in Section 2.4(c).

“Insurance Policies” has the meaning set forth in Section 3.17.

“Intellectual Property” means all of the following: (i) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents and patent applications, including all reissues, continuations, continuations-in-part, revisions, extensions or reexaminations thereof, and patent disclosures; (ii) trademarks (including brand names and Seller Product names), service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names, and brand names, including all goodwill associated therewith; (iii) copyrightable works, copyrights, and all applications, registrations and renewals in connection therewith; (iv) trade secrets, confidential information, and know-how; (v) algorithms, application programming interfaces, apparatus, circuit designs and assemblies, databases and data collections, diagrams, formulae, gate arrays, IP cores, know-how, methods, network configurations and architectures, net lists, photomasks, processes, protocols, schematics, specifications, Software (including all code and related documentation) (in any form including source code and executable or object code), subroutines, test results, test vectors, user interfaces, techniques; and (vi) all other proprietary rights.

“Intellectual Property Rights” means and includes all rights of the following types, which may exist or be created under the Laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask works; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patents and industrial property rights; and (e) all registrations, renewals, extensions, continuations, divisions, or reissues of, and applications for, any of the rights referred to in clauses (a) through (d) above

“Interim Financial Statements” has the meaning set forth in Section 3.6(a).

“Uncollected Receivable” has the meaning set forth in Section 7.5.

ARTICLE 2 PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale of Assets. On the terms and contemporaneously with the execution and delivery of this Agreement, at Closing, Buyer will purchase from Seller, and Seller will sell, transfer, convey and deliver to Buyer, all of the Acquired Assets, free and clear of all Liens.

2.2 Assumption of Liabilities. On the terms and contemporaneously with the execution and delivery of this Agreement, at Closing, Buyer will assume and become responsible for the Assumed Liabilities. Buyer will not assume or have any responsibility, however, with respect to any Liability of Seller not expressly included within the definition of Assumed Liabilities.

2.3 Purchase Price; Payment of Purchase Price; Holdback.

(a) Purchase Price; Payment; Adjustment. The aggregate purchase price for the Acquired Assets will be the Base Purchase Price, as adjusted (upward or downward) pursuant to Section 2.3(c) and Section 2.4, plus the Assumed Liabilities (as adjusted in accordance with this Agreement, the “Purchase Price”).

(b) Payment of Purchase Price. The Purchase Price will be paid as follows:

(i) At Closing, Buyer will pay to Seller, by wire transfer of immediately available funds to the bank account(s) specified by Seller, the Base Closing Payment, as adjusted by Section 2.3(c) (the “Closing Payment”). Seller will use a portion of the Closing Payment (or, at the election of Buyer, direct Buyer to remit a portion of the Closing Payment on Seller’s behalf) to satisfy in full and/or terminate all Liens on the Acquired Assets as of the Closing Date. All such satisfactions and/or terminations will be made pursuant to payoff letters, invoices or termination agreements delivered by Seller to Buyer in form and substance reasonably satisfactory to Buyer.

(ii) At Closing, Buyer will pay, by wire transfer of immediately available funds to such accounts as Seller specifies to Buyer pursuant to the Funds Flow Memo attached hereto, the aggregate amount of the Transaction Expenses as of the Closing Date as set forth thereon (the “Transaction Expense Payments”).

(iii) Following the Closing, Buyer will pay to Seller the Buyer True-Up Payment or Seller will pay to Buyer the Seller True-Up Payment, as applicable, in accordance with Section 2.4.

(iv) Following the Closing, Buyer will pay to Seller, by wire transfer of immediately available funds to the bank account(s) specified by Seller, the Holdback Amount pursuant to Section 2.3(d) below and subject to the additional terms and conditions of this Agreement.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES ABOUT SELLER

Except as otherwise set forth in the Disclosure Schedule, the Selling Parties, jointly and severally, represent and warrant to Buyer as follows:

3.1 Organization, Power and Authorization. Seller is a limited partnership, duly formed, existing and in good standing under the Laws of the State of Texas, the jurisdiction of its formation. Seller is duly authorized to conduct the Business and is in good standing under the Laws of each jurisdiction where such qualification is required, which jurisdictions are set forth on Schedule 3.1 of the Disclosure Schedule, except where the failure to be so qualified has not had, and would not reasonably be expected to result in, a Material Adverse Effect. Seller has the organizational power to carry on the Business and to own and use the properties owned and used by it in the Business. Seller has the requisite power and authority necessary to enter into, deliver and perform its obligations pursuant to each of the Transaction Documents to which it is a party. Seller's execution, delivery and performance of each Transaction Document to which it is a party have been duly authorized by Seller. Seller has not, within the past two (2) years, conducted any of its Business outside of the Restricted Area.

3.2 Binding Effect and Noncontravention.

(a) This Agreement has been duly executed and delivered by Seller and constitutes, and each other Transaction Document to which Seller is a party when executed and delivered will constitute (assuming the due execution and delivery by Buyer of such Transaction Documents), a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by (i) applicable insolvency, bankruptcy, reorganization, moratorium or other similar Laws affecting creditors' rights generally, and (ii) applicable equitable principles (whether considered in a Proceeding at law or in equity).

(b) Seller has the right, power and authority to execute and deliver this Agreement and the Transaction Documents to which it is a Party and to perform its obligations hereunder and thereunder, and such action has been duly authorized by all necessary action by Seller's Partners in accordance with applicable Law and its organizational documents (including, for the avoidance of doubt, Seller's limited partnership agreement (the "Charter Documents"). The execution, delivery and performance by Seller of the Transaction Documents to which it is a party do not and will not violate any provision of Seller's Charter Documents. Seller has heretofore furnished to Buyer a complete and correct copy of all of its organizational documents (including the Charter Documents), and such organizational documents (including the Charter Documents) are in full force and effect as of the Closing.

(c) Neither the execution and delivery of this Agreement and the Transaction Agreements nor the consummation or performance of any of the transactions contemplated hereby and thereby will, directly or indirectly (with or without notice or lapse of time):

(i) Except as otherwise disclosed in Schedule 3.2(c)(i) of the Disclosure Schedule, conflict with, violate, breach any provision of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or payment

to the Acquired Assets or the Leased Real Property that are in any Selling Party's possession or control or of which Seller has Knowledge.

3.13 Intellectual Property.

(a) Seller has sufficient ownership of or licenses to, free and clear of all claims or rights of any other Person, (i) all trademarks, service marks, tradenames, copyrights, trade secrets, licenses, information and proprietary rights and processes and (ii) all other Intellectual Property as is necessary to the conduct of Seller's Business as now conducted and as presently proposed to be conducted, without any conflict with, or infringement of, the Intellectual Property Rights of others and without payment to any other Person. No Seller Product (including those proposed to be marketed or sold) violates any license or infringes any Intellectual Property Rights of any other party. Other than with respect to commercially available software products under standard end-user object code license agreements, there are no outstanding options, licenses, agreements, claims, encumbrances or shared ownership interests of any kind relating to the foregoing, nor is Seller bound by or a party to any options, claims, licenses or shared ownership interests or agreements of any kind with respect to the Intellectual Property Rights, licenses, information, proprietary rights and processes of any other Person.

(b) Seller has not interfered with, infringed upon or misappropriated any Intellectual Property Rights of any Person. Seller has not received any notice, claim or communication (whether oral or in writing) alleging that Seller has violated or, by conducting its Business, would violate any of the processes or Intellectual Property Rights of any other Person. No claim is pending against Seller claiming that Seller's present or contemplated activities infringe or may infringe any Intellectual Property Rights of any Person, nor does Seller have Knowledge of any such threatened (whether oral or in writing) claim. No Person has, to Seller's Knowledge, interfered with, infringed upon or misappropriated any Intellectual Property Rights of Seller, and Seller has not given any notice (written or oral) alleging any of the foregoing.

(c) Seller has obtained and possesses valid licenses to use all of the software programs present on the computers and other software-enabled electronic devices that it owns or leases or that it has otherwise provided to its employees for their use in connection with Seller's business. It will not be necessary to use any inventions of any of its employees (or persons it currently intends to hire) made prior to their employment by Seller. Each current and former employee and independent contractor has assigned to Seller all intellectual property rights he or she owns that are related to Seller's Business as now conducted and as presently proposed to be conducted. All Intellectual Property used by Seller in conducting its business as presently conducted, or proposed to be conducted, used or incorporated into Seller Products or products actively under development was developed by or for Seller by the current or former employees, consultants and independent contractors of Seller or its predecessors-in-interest or purchased by Seller or its predecessors-in-interest and is licensed or owned exclusively by Seller, free and clear of claims and rights of any other Person.

(d) Schedule 3.13(d) of the Disclosure Schedule lists all patents, patent applications, registered trademarks, trademark applications, registered service marks, service mark applications, registered copyrights and domain names of Seller and any other Intellectual Property that is material to the Business of Seller.

Assets to Buyer or otherwise in connection with or as a result of the transactions contemplated herein and hereunder.

3.29 Knowledge of Inaccuracies. The representations and warranties made by Seller in Article 3 of this Agreement (as qualified by the Disclosure Schedule) do not (i) contain any representation, warranty or information that is false or misleading with respect to any material fact, or (ii) omit to state any material fact necessary in order to make the representations, warranties and information contained and to be contained herein and therein (in the light of the circumstances under which such representations, warranties and information were or will be made or provided) not false or misleading.

ARTICLE 3A REPRESENTATIONS AND WARRANTIES ABOUT THE PARTNERS

Except as otherwise set forth on the Disclosure Schedule, the Partners represent and warrant to Buyer as follows:

3A.1 Organization, Power and Authorization. Each Partner has the requisite power and authority necessary to enter into, deliver and perform such Partner's obligations pursuant to each of the Transaction Documents to which Partner is a party.

3A.2 Binding Effect and Noncontravention.

(a) This Agreement has been duly executed and delivered by each Partner and constitutes, and each other Transaction Document to which each Partner is a party when executed and delivered will constitute (assuming the due execution and delivery by Buyer of such Transaction Documents), a valid and binding obligation of such Partner, enforceable against such Partner in accordance with its terms, except as such enforceability may be limited by (i) applicable insolvency, bankruptcy, reorganization, moratorium or other similar Laws affecting creditors' rights generally, and (ii) applicable equitable principles (whether considered in a proceeding at Law or in equity). The execution, delivery and performance by each Partner of the Transaction Documents to which each is a party do not and will not violate any provision of Seller's organizational documents and/or the organizational documents of CTM Video.

(b) The execution, delivery and performance by each Partner of the Transaction Documents to which such Partner is a party do not and will not (i) violate any provision of any applicable Law in any material respect, (ii) conflict with, violate or result in a breach of any agreement, contract or other arrangement to which such Partner is a party, (iii) result in the creation of any Lien on the Acquired Assets, or (iv) require any authorization, Consent, approval or notice by or to any Person.

3A.3 Brokers. None of the Partners have retained any broker in connection with the transactions contemplated by this Agreement. Buyer will have no obligation to pay any broker's, finder's, investment banker's, financial adviser's or similar fee in connection with this Agreement or the transactions contemplated by this Agreement by reason of any action taken by or on behalf of any Partner.

3A.4 Ownership. Each Partner holds of record and owns beneficially only the partnership interests of Seller set forth opposite such Partner's name on the Schedule 3A.4 of the Disclosure Schedule. No other Person holds any voting or other interests of Seller.

3A.5 Affiliated Entities.

(a) Each Affiliated Entity is a duly formed limited partnership or limited liability company (as applicable) existing in good standing under the Laws of Texas, its jurisdiction of formation. Each Affiliated Entity's execution, delivery and performance of each Transaction Document to which it is a party have been duly authorized such Affiliated Entity.

(b) A detailed listing of the outstanding securities of each Affiliated Entity including, without limitation, the Persons who are the record and beneficial holders of all such securities, is set forth on Schedule 3A.5(b) of the Disclosure Schedule.

(c) The officers, members, managers and/or partners (as applicable) of each Affiliated Entity are set forth on Schedule 3A.5(c) of the Disclosure Schedule.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to the Selling Parties as follows:

4.1 Organization, Power and Authorization. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of California. Buyer has the requisite power and authority necessary to enter into, deliver and perform its obligations pursuant to each of the Transaction Documents to which it is a party. Buyer's execution, delivery and performance of each Transaction Document to which it is a party have been duly authorized by Buyer.

4.2 Binding Effect and Noncontravention. This Agreement has been duly executed and delivered by Buyer and constitutes, and each other Transaction Document to which Buyer is a party when executed and delivered will constitute, a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by (i) applicable insolvency, bankruptcy, reorganization, moratorium or other similar Laws affecting creditors' rights generally, and (ii) applicable equitable principles (whether considered in a proceeding at Law or in equity). The execution, delivery and performance by Buyer of the Transaction Documents to which it is a party do not and will not (a) violate any applicable Law or Buyer's articles of incorporation or bylaws, (b) conflict with, violate or result in a breach of any agreement, contract, order, writ, injunction, proceeding, judgment, ruling, decree or other arrangement to which Buyer is a party or by which Buyer is bound, or (c) require any authorization, Consent, approval or notice by or to any Person that has not been received as of the Closing Date. No filing with or notice to, and no permit, authorization, Consent or approval of, any Governmental Authority is necessary for the execution and delivery by Buyer of this Agreement or any Transaction Document to which it is a party or the consummation by Buyer of the transactions contemplated by this Agreement and such other Transaction Documents.

4.3 Brokers. Buyer has not retained any broker in connection with the transactions contemplated by this Agreement. No Selling Party will have any obligation to pay any broker's,

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

BUYER:

ON-SITE MANAGER, INC.

By: Jake Harrington
Name: Jake Harrington
Title: Chief Executive Officer

SELLER:

VIDEO SOLUTION WORX, LTD. DBA
CAPTURE THE MARKET

By: Kimberly D. Scott
Name: KIMBERLY D. SCOTT
Title: PARTNER

PARTNERS:

CTM VIDEO MARKETING, LLC

By: Kimberly D. Scott
Name: KIMBERLY D. SCOTT
Title: PARTNER

LAND VIDEO SOLUTIONS WORX, LLC

By: Ralph Feller
Name: RALPH FELLER
Title: Manager


OCEAN VIDEO WORX, LTD.

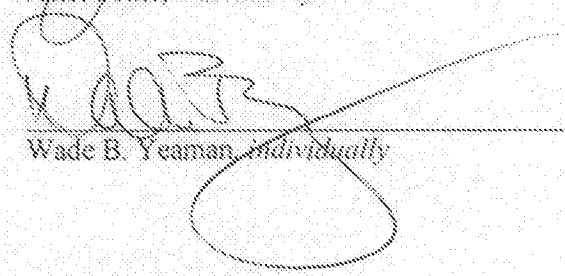
By: Willard Beardsley
Name: Willard Beardsley
Title: Partner

Kimberly D. Scott
Kimberly Scott, Individually

TRADEMARK

REEL: 006212 FRAME: 0627


Janet Settle, *individually*


Wade B. Yeaman, *individually*

[Signature Page to Asset Purchase Agreement]