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To the Honorable Commissioner of Patents and Trademarks
copy thereof.

d original documents or

1. Name of conveying party(ies):
ImageCast Corporation
2477 55th Street, Suite 101
Boulder, Colorado 80301
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State of Colorado
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
StorageSoft, Inc.
2477 55th Street, Suite 101
Boulder, Colorado 80301
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State of Colorado
 Other _____

3. Nature of conveyance
 Assignment Merger
 Security Agreement Change of Name
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Execution Date: December 30, 1999

(Designations must be a separate document from Assignment)
Additional name(s) & addresses attached? Yes No

4. Application number(s) or registration number(s):
Trademark Application No.(s)
Additional numbers attached? Yes No

B. Trademark Registration No.(s) 2,219,707 "IMAGECAST"

5. Name and address of party to whom correspondence concerning document should be mailed:
Dana Hartje Cardwell, Sheridan Ross P.C.
1560 Broadway, Suite 1200
Denver, Colorado 80202

6. Total number of applications and registrations involved. 1

7. Total fee (37 CFR 3.41): \$ 40.00
 Enclosed
 Authorized to be charged to deposit account.

8. Deposit account number: 19-1970
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Dana Hartje Cardwell [Signature] September 7, 2000
Name of person signing Signature Date

Total number of pages including cover sheet, attachments and document: 27

09/25/2000 MTHAI1 00000262 2219707
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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO COMMISSIONER FOR PATENTS AND TRADEMARKS, BOX ASSIGNMENTS, WASHINGTON, DC 20231 ON September 7, 2000.
SHERIDAN ROSS P.C.
BY: [Signature]

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**CHANGE OF NAME
ARTICLES AND AGREEMENT OF MERGER**

Execution Copy

FILED
DONETTA DAVIDSON
COLORADO SECRETARY OF STATE

ARTICLES AND AGREEMENT OF MERGER ("Agreement"), dated as of December 30, 1999, by and among **ImageCast Corporation**, a Colorado corporation ("ImageCast"), and **StorageSoft, Inc.**, a Colorado corporation ("Target").

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\$ 75.00
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01-04-2000 13:07:01

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RECITALS

A. Prior to the execution of this Merger Agreement, ImageCast and Target have entered into an Plan of Reorganization Agreement dated as of December 15, 1999 (the "Plan of Reorganization") providing for certain representations, warranties, and agreements in connection with the transaction contemplated.

B. The Boards of Directors of ImageCast and Target have approved the merger of Target into ImageCast (the "Merger") upon the terms and subject to the conditions set forth herein and in the Plan of Reorganization.

D. For federal income tax purposes, it is intended that the Merger shall qualify as a tax-free "A Reorganization" with the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code").

AGREEMENT

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I
THE MERGER**

1.1 The Merger. (a) At the Effective Time (as defined in Section 1.2) and subject to the terms and conditions of this Agreement and Plan of Reorganization Agreement, Target shall be merged into ImageCast and the separate existence of Target shall thereupon cease, in accordance with the applicable provisions of the Colorado Business Corporation Act of the State of Colorado (the "COBCA") (b) ImageCast will be the surviving corporation in the Merger (sometimes referred to herein as the "Surviving Corporation") and will continue to be governed by the laws of the State of Colorado, and the separate corporate existence of ImageCast and all of its rights, privileges, immunities and franchises, public or private, and all its duties and liabilities as a corporation organized under the COBCA, will continue unaffected by the Merger. (c) The Merger will have the effects specified by the COBCA.

1.2 Effective Time. As soon as practicable following fulfillment or waiver of the conditions specified in Article VII hereof, and provided that this Agreement has not been terminated or abandoned pursuant to Article IX hereof, the Corporations will cause this Articles and Agreement of Merger (the "Articles of Merger") to be filed with the office of the Secretary of State of the State of Colorado as provided in Section 7-11-101 of the Colorado Business Corporation Act. Subject to and in accordance with the laws of the States of Colorado, the Merger will become effective at the date and time the

Articles of Merger is executed by the parties and subsequently filed with the office of the Secretary of State of the State of Colorado or such later time or date as may be specified in the Articles of Merger (the "Effective Time").

ARTICLE II THE SURVIVING CORPORATION

2.1 Certificate of Incorporation. The Certificate of Incorporation of ImageCast as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation after the Effective Time.

2.3 Board of Directors. From and after the Effective Time, the Board of Directors of ImageCast shall be the Board of Directors of the Surviving Corporation with the addition to the Board of Directors of Ramin Razavi, Director from the Target.

2.4 Changing Corporate Name. From and after the Effective Time, the Surviving Corporation, which is ImageCast Corporation will assume and change the name of the corporation to that of the Target, which is StorageSoft, Inc.

ARTICLE III CONVERSION OF SHARES

3.1 Conversion of Target Shares in the Merger. Pursuant to the Merger Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital stock of Target:

(a) all shares of Common Stock, no par value, of Target ("Target Common Stock") shall be cancelled and shall cease to exist from and after the Effective Time; and

(b) each remaining issued and outstanding share of Target Common Stock shall subject to Section 3.3(a) hereof, be converted into, and become exchangeable for, the number of shares of validly issued, fully paid and nonassessable common stock, without par value, of ImageCast ("ImageCast Common Stock") equal to the Conversion Ratio set herein. In this Agreement, "Conversion Ratio" is equal to \$ 0.45, the agreed value of the Target Share.

3.2 Status of ImageCast Shares. At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital stock of ImageCast, each issued and outstanding share of common stock of ImageCast shall continue unchanged and remain outstanding as a share of common stock of the Surviving Corporation.

3.3 Capital Stock Certificates. Shares of ImageCast Common Stock into which shares of Target Common Stock shall be converted in the Merger shall be deemed to have been issued at the Effective Time.

(a) From and after the Effective Time, each holder of a certificate which immediately prior to the Effective Time represented outstanding shares of Target Common Stock, are granted by

reason of the Merger under the COBCA, shall be entitled to receive in exchange therefor, upon surrender to the ImageCast Corporate Secretary, a certificate or certificates representing the number of whole shares of ImageCast Common Stock into which such holder's shares of Target Common Stock were converted pursuant to Section 3. From and after the Effective Time, ImageCast shall be entitled to treat the certificates which immediately prior to the Effective Time represented shares of Target Common Stock and which have not yet been surrendered for exchange as evidencing the ownership of the number of full shares of ImageCast Common Stock into which the shares of Target Common Stock represented by such certificates shall have been converted pursuant to Section 3.1, notwithstanding the failure to surrender such certificates. However, notwithstanding any other provision of this Agreement, until holders or transferees of certificates which immediately prior to the Effective Time represented shares of Target Common Stock have surrendered them for exchange as provided herein, no dividends shall be paid with respect to any shares represented by such certificates and no payment for fractional shares shall be made. Upon surrender of a certificate which immediately prior to the Effective Time represented outstanding shares of Target Common Stock, there shall be paid to the holder of such certificate the amount of any dividends which theretofore became payable, but which were not paid by reason of the foregoing, with respect to the number of whole shares of ImageCast Common Stock represented by the certificate or certificates issued upon such surrender. If any certificate for shares of ImageCast Common Stock is to be issued in a name other than that in which the certificate, which immediately prior to the Effective Time represented shares of Target Common Stock, surrendered in exchange therefor is registered, it shall be a condition of such exchange that the person requesting such exchange shall pay any transfer or other taxes required by reason of the issuance of certificates for such shares of ImageCast Common Stock in a name other than that of the registered holder of any such certificate surrendered.

(b) The authorized stock of ImageCast post Merger shall consist of 19,000 shares of common stock, no par value and shall be validly issued to Steve Anderson 8,735 shares, Doug Anderson, 8,735 and Ramin Razavi 1,530 shares, fully paid and nonassessable.

3.4 Closing of Transfer Books. From and after the Effective Time, the stock transfer books of Target shall be closed and no transfer of shares of Target Common Stock shall thereafter be made. If, after the Effective Time, Target Certificates are presented to ImageCast, they shall be cancelled and exchanged for the Merger Consideration in accordance with the procedures set forth in this Article III.

ARTICLE IV TERMINATION AND AMENDMENT

4.1 Termination. This Agreement shall terminate in the event of and upon termination of the Plan of Reorganization Agreement.

4.2 Amendment. This Agreement may be amended by the parties hereto, at any time before or after approval hereof by the stockholders of Target, but, after any such approval, no amendment shall be made which (a) changes the ratio at which Target Common Stock is to be converted into ImageCast Common Stock pursuant to Section 3.1, (b) in any way materially adversely affects the rights of holders of Target Common Stock or (c) changes any of the principal terms of this Agreement, in each case,

without the further approval of such stockholders. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

4.3 Waiver. At any time prior to the Effective Time, the parties hereto may (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid if set forth in an instrument in writing signed on behalf of such party.

4.4 Notices. Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or mailed by registered or certified mail, return receipt requested, and in each case, addressed, as follows: President ImageCast or StorageSoft, 361 Centennial Parkway Suite 150, Louisville, CO 80027.

4.5 Entire Agreement. This Agreement and the Plan of Reorganization Agreement constitute the entire agreement between the parties and shall be binding upon and inure to the benefit of the parties' hereto and their respective legal representatives, successors and permitted assigns. The parties make no representations or warranties to each other, except as contained in the Plan of Reorganization Agreement, and any and all prior representations and statements made by any party or its representatives, whether verbally or in writing, are deemed to have been merged into this Agreement and the Plan of Reorganization Agreement, it being intended that no such representations or statements shall survive the execution and delivery of this Agreement and the Plan of Reorganization Agreement.

4.6 Non-Waiver. The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege conferred in this Agreement, or the waiver by said party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

4.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument.

4.8 Severability. The invalidity of any provision of this Agreement or portion of a provision shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision.

4.9 Governing Law. This Agreement and the Plan of Reorganization Agreement shall be construed in accordance with the laws of the State of Colorado applicable to contracts made to be performed entirely therein.

4.10 Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and their respective successors

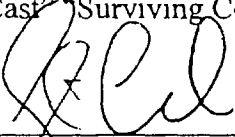
and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, including, without limitation, third party beneficiary rights.

4.11 Assignability. No party may assign any of its rights or obligations hereunder without the express written consent of the other parties hereto, which consent may not be unreasonably withheld; provided, however, that ImageCast may assign this Agreement without such consent in connection with any merger, consolidation, sale of all or substantially all of its assets or other transaction in which more than fifty percent (50%) of the its voting securities are transferred or a transfer to the parent, subsidiary or affiliate party; provided that the successor or assign assumes all of ImageCast's obligations hereunder, and ImageCast remains liable for full and total performance of its obligations hereunder.

4.12 Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

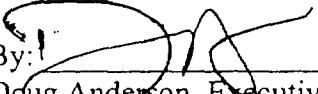
IN WITNESS WHEREOF, the parties have executed this Agreement of Merger on the date first above written.

IMAGECAST CORPORATION
"ImageCast" "Surviving Corporation"

By: 

Steve Anderson, President/CEO
Date: December 30, 1999

STORAGESOFT, INC
"Target"

By: 

Doug Anderson, Executive Vice-President
Date: December 30, 1999

ARTICLES OF MERGER
AMENDMENT TO THE
ARTICLES OF INCORPORATION

Pursuant to the provisions of the Colorado Business Corporation Act, the undersigned corporation adopts the following Article of Merger Amendment to the Articles of Incorporation:

FIRST: The parties to this Merger are ImageCast Corporation, with the principle business address located at 361 Centennial Parkway, Suite 150, Louisville, CO 80027 which is the Surviving Corporation and StorageSoft, Inc., which is the Target. Both parties are Colorado corporations. StorageSoft is being merged into ImageCast Corporation pursuant to the Plan of Reorganization Agreement dated December 15, 1999 and Merger Agreement dated December 30, 1999.

SECOND: The following Articles of Merger amends the Articles of Incorporation and was adopted on December 30, 1999 as prescribed by the Colorado Business Corporation Act. Such amendment was adopted by a vote of the shareholders. The number of shares voted for the amendment was sufficient for approval.

THIRD: Articles of Merger are as follows:

1. That for federal income tax purposes, it is intended that the Merger shall qualify as a tax-free "A Reorganization" with the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.
2. That the Closing Date of the Merger is December 30, 1999.
3. That the Certificate of Incorporation of ImageCast as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation after the Effective Time.
4. That from and after the Effective Time, the Board of Directors of ImageCast shall be the Board of Directors of the Surviving Corporation with the addition to the Board of Directors of Ramin Razavi, Director from StorageSoft, Inc.
5. That from and after the Effective Time, ImageCast Corporation will change the name of the corporation to StorageSoft, Inc.
6. That each remaining issued and outstanding share of StorageSoft Common Stock shall be converted into, and become exchangeable for, the number of shares of validly issued, fully paid and nonassessable common stock, without par value, of ImageCast Common Stock equal to the Conversion Ratio of which is equal to \$ 0.45, the agreed value of the StorageSoft Share.
7. That the authorized stock of ImageCast post Merger shall consist of 19,000 shares of common stock, no par value and shall be validly issued to Steve Anderson 8,735 shares, Doug Anderson, 8,735 and Ramin Razavi 1,530 shares, fully paid and nonassessable.
8. That from and after the Effective Time the registered agent of ImageCast shall be Steve Anderson, 361 Centennial Parkway, Suite 150, Louisville, CO 80027, who consents to the appointment.

ImageCast Corporation

BY: _____

Steve Anderson, CEO

Date: December 30, 1999

PLAN OF REORGANIZATION AGREEMENT

This PLAN OF REORGANIZATION AGREEMENT ("Agreement"), dated as of December 15, 1999, by and among **ImageCast Corporation**, an Colorado corporation ("ImageCast") and **StorageSoft, Inc.** a Colorado corporation (the "Target") and Steve Anderson and Doug Anderson (the "Controlling Shareholders").

RECITALS

A. The Boards of Directors of ImageCast and Target have approved the merger of Target into ImageCast (the "Merger"), pursuant to the Articles and Agreement of Merger ("Merger Agreement") and the transactions contemplated hereby, in accordance with the applicable provisions of the Colorado Business Corporations Act of the States of Colorado, which permit such Merger.

C. For federal income tax purposes, it is intended that the Merger shall qualify as a tax-free "A Reorganization" with the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code").

D. Each of the parties to this Agreement desires to make certain representations, warranties and agreements in connection with the Merger and also to prescribe various conditions thereto.

AGREEMENT

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I THE MERGER

1.1 The Merger. (a) At the Effective Time (as defined in Section 1.2) and subject to the terms and conditions of this Agreement and the Merger Agreement, Target shall be merged into ImageCast and the separate existence of Target shall thereupon cease, in accordance with the applicable provisions of the Colorado Business Corporations Act of the State of Colorado (the "COBCA") (b) ImageCast will be the surviving corporation in the Merger (sometimes referred to herein as the "Surviving Corporation") and will continue to be governed by the laws of the State of Colorado, and the separate corporate existence of ImageCast and all of its rights, privileges, immunities and franchises, public or private, and all its duties and liabilities as a corporation organized under the COBCA, will continue unaffected by the Merger. (c) The Merger will have the effects specified by the COBCA.

1.2 Effective Time. As soon as practicable following fulfillment or waiver of the conditions specified in Article VII hereof, and provided that this Agreement has not been terminated or abandoned pursuant to Article IX hereof, the Corporations will cause an Articles and Agreement of Merger (the "Articles of Merger") to be filed with the office of the Secretary of State of the State of Colorado as provided in ~~Section 7-11-101 of~~ the Colorado Business Corporation Act. Subject to and in accordance with the laws of the States of Colorado, the Merger will become effective at the date and time the Articles of Merger is executed by the parties and filed with the office of the Secretary of State of the State of Colorado or such later time or date as may be specified in the Articles of Merger (the "Effective Time"). Each of the parties will use its best efforts to cause the Merger to be consummated as soon as practicable following the fulfillment or waiver of the conditions specified in Article VII hereof.

ARTICLE II

THE SURVIVING CORPORATION

2.1 Certificate of Incorporation. The Certificate of Incorporation of ImageCast as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation after the Effective Time.

2.2 By-Laws. The By-Laws of ImageCast as in effect immediately prior to the Effective Time shall be the By-Laws of the Surviving Corporation after the Effective Time.

2.3 Board of Directors. From and after the Effective Time, the Board of Directors of ImageCast shall be the Board of Directors of the Surviving Corporation with the addition to the Board of Directors of Ramin Razavi, Director from Target.

2.4 Changing Corporate Name. From and after the Effective Time, the Surviving Corporation, which is ImageCast Corporation will assume and change the name of the corporation to that of the Target, which is StorageSoft, Inc..

ARTICLE III CONVERSION OF SHARES

3.1 Conversion of Target Shares in the Merger. Pursuant to the Merger Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital stock of Target:

(a) all shares of Common Stock, no par value, of Target ("Target Common Stock") shall be cancelled and shall cease to exist from and after the Effective Time; and

(b) each remaining issued and outstanding share of Target Common Stock shall subject to Section 3.3(a) hereof, be converted into, and become exchangeable for, the number of shares of validly issued, fully paid and nonassessable common stock, without par value, of ImageCast ("ImageCast Common Stock") equal to the Conversion Ratio set herein. In this Agreement, "Conversion Ratio" is equal to \$ 0.45, the agreed valued of the Target Share.

3.2 Status of ImageCast Shares. At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital stock of ImageCast, each issued and outstanding share of common stock of ImageCast shall continue unchanged and remain outstanding as a share of common stock of the Surviving Corporation.

3.3 Capital Stock Certificates. Shares of ImageCast Common Stock into which shares of Target Common Stock shall be converted in the Merger shall be deemed to have been issued at the Effective Time.

(a) From and after the Effective Time, each holder of a certificate which immediately prior to the Effective Time represented outstanding shares of Target Common Stock, are granted by reason of the Merger under the COBCA, shall be entitled to receive in exchange therefor, upon surrender to the ImageCast Corporate Secretary, a certificate or certificates representing the number of whole shares of ImageCast Common Stock into which such holder's shares of Target Common Stock were converted pursuant to Section 3. From and after the Effective Time, ImageCast shall be entitled to treat the certificates which immediately prior to the Effective Time represented shares of Target Common Stock and which have not yet been surrendered for exchange as evidencing the ownership of the number of full shares of ImageCast Common Stock into which the shares of Target Common Stock represented by such certificates shall have been converted pursuant to Section 3.1, notwithstanding the failure to surrender such certificates. However, notwithstanding any other provision of this Agreement, until holders or transferees of certificates which immediately prior to the Effective Time represented

shares of Target Common Stock have surrendered them for exchange as provided herein, no dividends shall be paid with respect to any shares represented by such certificates and no payment for fractional shares shall be made. Upon surrender of a certificate which immediately prior to the Effective Time represented outstanding shares of Target Common Stock, there shall be paid to the holder of such certificate the amount of any dividends which theretofore became payable, but which were not paid by reason of the foregoing, with respect to the number of whole shares of ImageCast Common Stock represented by the certificate or certificates issued upon such surrender. If any certificate for shares of ImageCast Common Stock is to be issued in a name other than that in which the certificate, which immediately prior to the Effective Time represented shares of Target Common Stock, surrendered in exchange therefor is registered, it shall be a condition of such exchange that the person requesting such exchange shall pay any transfer or other taxes required by reason of the issuance of certificates for such shares of ImageCast Common Stock in a name other than that of the registered holder of any such certificate surrendered.

(b) Schedule 3.3(b) sets forth the post Merger stockholdings of ImageCast Common Stock after conversion of Target Common Stock.

3.4 Closing of Transfer Books. From and after the Effective Time, the stock transfer books of Target shall be closed and no transfer of shares of Target Common Stock shall thereafter be made. If, after the Effective Time, Target Certificates are presented to ImageCast, they shall be cancelled and exchanged for the Merger Consideration in accordance with the procedures set forth in this Article III.

3.5 Closing Date. The closing (the "Closing") of the transactions contemplated by this Agreement shall take place (a) at the corporate offices of ImageCast at 10:00 a.m., local time, on the December 30, 1999 (the "Closing Date").

ARTICLE IV FIXED ASSETS

4.1 Fixed Asset Inventory. On or prior to the Closing Date, Target will conduct an inventory of each of the fixed assets of Target with an individual net book value of \$2000 or more. Schedule 4.1 set forth a list of these assets.

ARTICLE V REPRESENTATIONS AND WARRANTIES

5.1 General Statement. The parties make the representations and warranties to each other, which are set forth in this Article V. The survival of all such representations, and warranties shall be in accordance with Section 10.1 hereof. All representations and warranties of the parties are made subject to the exceptions which are noted in the respective schedules delivered by the parties to each other concurrently herewith and identified as, in the case of Section 5.2, the "ImageCast Disclosure Schedule," and in the case of Section 5.3, the "Target Disclosure Schedule." Copies of all documents referenced in the ImageCast Disclosure Schedule or Target Disclosure Schedule shall be attached thereto.

5.2 Representations and Warranties of ImageCast. ImageCast represent and warrant to Target, as of the Date hereof and at the Effective Time, as follows:

(a) Organization and Standing. ImageCast is a corporation duly organized and validly existing under and by virtue of, the laws of the State of Colorado and is good standing under such laws. ImageCast has all the requisite corporate power to own and operate its properties and assets and to carry on its business as currently conducted and as proposed to be conducted. ImageCast has no subsidiaries.

(b) Power. ImageCast has all the requisite corporate power to execute and deliver this Agreement and to carry out and perform its obligations under the terms of this Agreement and each of the Transactions Documents to which it is a party. This Agreement constitutes, and the Transaction Documents to which ImageCast is a party will each constitute, the valid and binding obligations of ImageCast, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and to general principles of equity.

(c) Governmental Consents. No consent, approval or authorization of any designation, declaration, or filing with any governmental, regulatory or administrative body, agency or authority, or any court or judicial authority (each an Authority") on the part of ImageCast is required in connection with the valid execution and delivery of this Agreement or any Transaction Document which ImageCast is a party or the consummation of the transactions contemplated hereby or thereby.

(d) General. To ImageCast's knowledge, no representation or warranty made herein or in this Agreement, or in the Merger Agreement delivered pursuant hereto contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made in light of the circumstances under which they were made, not misleading.

5.3 Representations and Warranties of Target. Target and Controlling Shareholder jointly and severally represent and warrant to each of ImageCast and ImageCast, as of the date hereof and at the Effective Time, as follows:

ORGANIZATION

(a) Organization and Standing. Target is a corporation duly organized and validly existing under and by virtue of, the laws of the State of Colorado and is good standing under such laws. Target has all the requisite corporate power to own and operate its properties and assets and to carry on its business as currently conducted and as proposed to be conducted. Target has no subsidiaries.

(b) Capital Stock. The authorized stock of Target consists of 20,000 share of common stock, no par value. As of January 1, 1997, 20,000 shares of common stock were validly issues and outstanding to (Steve Anderson 8,300 shares, Doug Anderson 8,300 shares and Ramin Razavi, 3,400 shares), fully paid and nonassessable, and there have been no changes in such number of share through the date of this Agreement. As of the date of this Agreement, there are no bonds, debentures, notes, or other indebtedness issued in outstanding having the right to vote on any matter on which Target stockholders may vote. As of the date of this Agreement, there are not now, and at the Closing Date there will not be any, options warrants, calls, convertible securities or to the rights, agreements, or commitments presently outstanding obligating Target to issue, deliver or sell shares of its stock or debt securities, or obligating Target to grant, extent or enter into any such option, warrant, call or other such right, agreement or commitment, and, there have been no changes in such numbers through the date of this Agreement.

(c) Power. Target has all the requisite corporate power to execute and deliver this Agreement and to carry out and perform its obligations under the terms of this Agreement and each of the Transactions Documents to which it is a party. This Agreement constitutes, and the Transaction Documents to which Target is a party will each constitute, the valid and binding obligations of Target, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and to general principles of equity.

(d) Governmental Consents. No consent, approval or authorization of any designation, declaration, or filing with any governmental, regulatory or administrative body, agency or authority, or any court or judicial authority (each an Authority") on the part of Target is required in connection with the valid execution

and delivery of this Agreement or any Transaction Document which Target is a party or the consummation of the transactions contemplated hereby or thereby.

TAX MATTERS

(e) With respect to Taxes (as defined below): (i) Target has filed, within the time and in the manner prescribed by law, all returns, declarations, reports, estimates, information returns and statements ("Returns") required to be filed under federal, state, local or any foreign laws by Target, and all such Returns are true, correct and complete in all material respects. (ii) Target has within the time and in the manner prescribed by law, paid (and until the Effective Time will, within the time and in the manner prescribed by law, pay) all Taxes (as defined below) that are due and payable. (iii) Target has established (and until the Effective Time will establish) on its respective books and records reserves (to be specifically designated as an increase to current liabilities) that are adequate for the payment of all Taxes not yet due and payable. (iv) There are no liens for Taxes upon the assets of Target or any subsidiary except liens for Taxes not yet due. (v) No deficiency for any Taxes has been proposed, asserted or assessed against Target, which has not been resolved and paid in full. (vi) There are no outstanding waivers or comparable consents regarding the application of the statute of limitations with respect to any Taxes or Returns that have been given by Target. (vii) No federal, states, local or foreign audits or other administrative proceedings or court proceedings are presently pending with regard to any Taxes or Returns. (viii) Target is not a party to any tax-sharing or allocation agreement, nor does Target owe any amount under any tax-sharing or allocation agreement. (ix) No amounts payable under the Plans (as defined in Section 5.3(o)) will fail to be deductible for federal income tax purposes by virtue of Section 280G of the Code. (x) Target has complied (and until the Effective Time will comply) in all respects with all applicable laws, rules and regulations relating to the payment and withholding of Taxes (including, without limitation, withholding of Taxes pursuant to Sections 1441 or 1442 of the Code or similar provisions under any foreign laws) and have, within the time and in the manner prescribed by law, withheld from employee wages and paid over to the proper governmental authorities all amounts required to be so withheld and paid over under all applicable laws. (xi) Target has ever been (or has any liability for unpaid Taxes because it once was) a member of an "affiliated group" within the meaning of Section 1502 of the Code during any part of any consolidated return year within any part of which year any corporation other than Target was also a member of such affiliated group. (xii) For purposes of this Agreement, "Taxes" shall mean all taxes, charges, fees, levies or other assessments of whatever kind or nature, including, without limitation, all net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, license, withholding, payroll, employment, excise, estimated, severance, stamp, occupancy or property taxes, customs duties, fees, assessments or charges of any kind whatsoever (together with any interest and any penalties, additions to tax or additional amounts) imposed by any taxing authority (domestic or foreign) upon or payable by Target.

CONDUCT OF BUSINESS/ABSENCE OF CHANGES

(f) Except as contemplated by this Agreement, since December 31, 1998, Target has operated its business in the ordinary course of business consistent with past practices and there has not been (i) any transaction, commitment, dispute or other event or condition (financial or otherwise) or any character (where or not in the ordinary course of business) which, alone or in aggregate, has or would reasonably be expected to have, a material adverse effect; (ii) any damage, destruction or loss, whether or covered by insurance, which has had, or would reasonably be expected to have, a material adverse effect; (iii) except as specifically permitted by this Agreement, any declaration, setting aside or payment of any dividend or distribution (whether in cash, stock or property) with respect to the stock of the Target; (iv) any material change in Target's accounting principles, practices or methods; (v) any repurchase or redemption with respect to its stock; (vi) any stock split, combination or reclassification or any of Target's stock or the issuance or authorization of any issuance of any other securities in respect of, in lieu of or in substitution for, shares of Target stock; (vii) any granting by Target to any director, officer, employee or Target of (A) any increase in compensation (other than in the case of employees in the ordinary course of business consistent with past practices) (B) any increase in severance or termination pay, or (C) acceleration of compensation or benefits; (ix) any entry by Target into any employment, severance, bonus or

termination agreement with any director, officer or employee of Target; or (x) any agreement (whether or not in writing), arrangement or understanding to do any of the foregoing.

CONTRACTS

(g) Schedule 5.3(g) sets forth a true and complete list of all material agreements and/or contracts of Target as of the Closing Date. True and complete copies of each such agreement, commitment or instrument have been delivered or made available to ImageCast. Furthermore: (i) each such agreement is the valid and binding obligation of the other contracting party, enforceable in all material respects in accordance with its terms against the other contracting party, and is in full force and effect; (ii) Target has fulfilled all material obligations required to have been performed by it prior to the date hereof with respect to each such agreement and/or contract, and there is no reason to believe that Target will not be able to fulfill all of its obligations when due in respect thereof and; (iii) to Target's knowledge, no other contracting party to any such agreement(s) or contract(s) is now in breach thereof, and there are not now, nor have there been in the twelve (12) month period prior to the date hereof, any disputes between Target and any other contracting party and Target is not a party to, or is bound by, any agreement or commitment that restricts its conduct anywhere in the world and;

(h) Target possesses all permits and licenses for business required by law to conduct business without restriction anywhere in the world.

EMPLOYEES

(i) Schedule 5.3(i) set forth a list of Target's Employee List, Yearly Base Compensation, and date of hire. Schedule 5.3(j) sets forth a list of all Target's Employee Benefits Plans as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 as amended ("ERISA") and all other material employee benefit or compensation arrangements or payroll practices, including without limitation, any such arrangements for payroll practices providing severance pay, sick leave, vacation pay, salary continuation for disability, retirement benefits, deferred compensation, bonus pay, incentive pay, stock option, hospitalization insurance, medical insurance, life insurance, scholarships or tuition reimbursements, that are maintained by Target is obligated to contribute thereunder for current or former employees, directors, independent contractors, consultants and leased employees of Target. None of the Target Employee Benefit Plans is subject to Code Section 412 or Title of ERISA. Furthermore: Target does not maintain or contribute to any plan or arrangement which provides or has any liability to provide life insurance or medical or other employee welfare benefits to any employee or former employee upon his retirement or termination of employment, other than pursuant to Code Section 4980B, not has Target represented, promised or contracted (whether in oral or written form) to any employee or former employee that such benefits would be provided.

LITIGATION AND CLAIMS

(k) There is no pending or threatened adverse claim, dispute, governmental investigation, suit, action arbitration, legal, administrative or other proceeding of any nature, domestic or foreign, criminal or civil, at law or in equity, by or against Target.

PROPERTIES

(l) Schedule 5.3(l) sets forth all properties owned or leased by Target for which all leases enforceable as of the Effective Time of this Agreement. There are no condemnation proceedings and Target has good and valid title except as disclosed in Schedule 5.3(l).

INTELLECTUAL PROPERTY

(m) Target owns, and the Target's intellectual property includes, all patents, trademarks, service marks, trade names, and copyrights (including registrations, licenses, and applications pertaining thereto) and all other intellectual property rights, software (in object and source code formats), trade secrets, and other proprietary information, processes, and formulas used in, or necessary for the operation of its business. Schedule 5.3(m) sets

forth all registered trademarks and service marks, all reserved trade names, all registered copyrights, and all filed patent applications and issued patents used in or necessary for the operation of its business.

(n) No intellectual property right or other claims have been asserted by any person or entity to the use of any of Target's assets, and Target is not aware of any valid basis for any such claim. The use of any of Target's assets does not infringe on the intellectual property rights or other rights of any person or entity.

(o) Target has good and marketable title to each intangible Asset, free and clear of all liens and other encumbrances. Target is the sole and rightful owner of all right, title and interest in and to each such Asset, and has the unrestricted right to market, license and otherwise exploit each such Asset.

INSURANCE

(p) Target maintains insurance coverage with reputable insurers in amounts and covering such risks as are in accordance with normal industry practices for companies engaged in business similar to that of Target. Schedule 5.3(p) set forth a complete listing of all insurance coverage maintained by Target and Target warrants that all policies are enforce at the Effective Time of this Agreement.

PROXY STATEMENT

(q) To Target's knowledge, no representation or warranty made herein or in this Agreement, or in the Merger Agreement delivered pursuant hereto contains any untrue statement of a materiel fact or omits to state a material fact necessary in order to make the statements made in light of the circumstances under which they were made, not misleading.

INVENTORY

(r) All of Target's inventory, which is saleable, is in electronic format and is downloaded by customers at or after the time of purchase.

ARTICLE VI COVENANTS

6.1 Conduct of Business of Target Pending the Merger. Target agrees that from the date hereof and prior to the Effective Time or earlier termination of this Agreement: (a) Target must provide access to books and facilities (b) Target must not issue stock, incur debt, etc. (c) Target must conduct business consistent with past practice

6.2 Conduct of Business of ImageCast. ImageCast agrees to continue business and comply with laws.

6.3 Financial Statements. Target must furnish regular financial statements to ImageCast as required or requested.

6.4 Approval of Shareholders. Target shall (a) cause a meeting of its shareholders to be duly called and held in accordance with the laws of the State of Colorado, and Target's Articles of Incorporation and By-Laws as soon as reasonably practicable for the purpose of voting on the adoption and approval of this Agreement and the Merger Agreement.

6.5 Third Party Consents. Each party to this Agreement shall use its best efforts to obtain, as soon as reasonably practicable, all permits, authorizations, consents waivers and approvals from third parties or governmental authorities necessary to consummate this Agreement and the Merger Agreement and the transactions contemplated hereby or thereby, including, without limitation, any permits, authorizations, consents, waivers and approvals required in connection with this Merger.

ARTICLE VII
CONDITIONS TO CLOSING

7.1 Conditions to Each Party's Obligation to Effect the Merger. The respective obligations of each party to effect the Merger shall be subject to the fulfillment of all of the following conditions precedent at or prior to the Effective Time: (a) Merger approved by ImageCast and Target shareholders.

7.2 Conditions to Obligations of Target to Effect the Merger. The obligation of Target to effect the Merger is subject to fulfillment of all of the following conditions precedent at or prior to the Effective Time: (a) representations and warranties made by ImageCast are true and (b) all obligations of ImageCast under this Agreement and the Merger Agreement have been performed

7.3 Conditions to Obligations of ImageCast to Effect the Merger. The obligations of ImageCast to effect the Merger are subject to the fulfillment of all of the following conditions precedent at or prior to the Effective Time: (a) representations and warranties made by Target and the Controlling Shareholders are true and (b) all obligations of Target and the Controlling Shareholders under this Agreement and the Merger Agreement have been performed.

ARTICLE VIII
INDEMNIFICATION

8.1 Certain Information. ImageCast, the Controlling Shareholders and Target agree to furnish or cause to be furnished to each other (at reasonable times and at no charge) upon request as promptly as practicable such information (including access to books and records) pertinent to Target and assistance relating to Target as is reasonably necessary for the preparation, review and audit of financial statements, the preparation, review, audit and filing of any Tax Return, the preparation for any audit or the prosecution or defense of any claim, suit or proceeding relating to any proposed adjustment or which may result in the Controlling Shareholders being liable under the indemnification provisions of this Article VIII, provided, that access shall be limited to items pertaining solely to Target or its subsidiaries. The Controlling Shareholders shall grant to ImageCast access to all Tax Returns filed with respect to Target.

8.2 Release by the Controlling Shareholders. The Controlling Shareholders hereby releases and discharges ImageCast and each of its officers and directors from, and agrees and covenants that in no event will the Controlling Shareholders commence any litigation or other legal or administrative proceeding against, ImageCast or any of their officers or directors, whether in law or equity, relating to any and all claims and demands, known and unknown, suspected and unsuspected, disclosed and undisclosed, for damages, actual or consequential, past, present and future, arising out of or in any way connected with his ownership or alleged ownership of Target Common Stock prior to the Effective Time, other than claims or demands arising out of the transactions contemplated by this Agreement and the Merger Agreement.

ARTICLE IX
TERMINATION, AMENDMENT AND WAIVER

9.1 Termination. This Agreement may be terminated at any time prior to the Effective Time, whether before or after approval by the shareholders of Target: (a) by mutual consent of ImageCast and Target; or (b) by either ImageCast or Target if (i) the Merger shall not have been consummated on or before January 15, 2000 (the "Termination Date"), (ii) the requisite vote of the shareholders of Target to approve this Agreement, the Merger Agreement and the transactions contemplated hereby and thereby shall not be obtained at the meetings, or any adjournments thereof, called therefor, (iii) any governmental or regulatory body, the consent of which is a condition to the obligations of ImageCast and Target to consummate the transactions contemplated hereby or by

the Merger Agreement, shall have determined not to grant its consent and all appeals of such determination shall have been taken and have been unsuccessful, or (iv) any court of competent jurisdiction in the United States or any State shall have issued an order, judgment or decree (other than a temporary restraining order) restraining, enjoining or otherwise prohibiting the Merger and such order, judgment or decree shall have become final and nonappealable.

9.2 Effect of Termination. In the event of termination of this Agreement by either ImageCast or Target, as provided in Section 9.1, this Agreement shall forthwith become void and there shall be no liability on the part of either Target, ImageCast or their respective officers or directors (except as set forth in this Section 9.2). Nothing in this Section 9.2 shall relieve any party from liability for any breach of this Agreement.

9.3 Amendment. There shall be no material amendment after shareholder approval by ImageCast or Target.

9.4 Waiver. The parties may waive breach of representations, warranties or documents.

ARTICLE X MISCELLANEOUS

10.1 Survival of Representations and Warranties. All representations, warranties, covenants and agreements made by any party in this Agreement or pursuant hereto shall survive the Merger until December 31, 2000.

10.2 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Colorado applicable to contracts made to be performed entirely therein.

10.3 Successors and Assigns. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other parties hereto, which consent may not be unreasonably withheld; provided, however, that ImageCast may assign this Agreement without such consent in connection with any merger, consolidation, sale of all or substantially all of its assets or other transaction in which more than fifty percent (50%) of the its voting securities are transferred or a transfer to the parent, subsidiary or affiliate party; provided that the successor or assign assumes all of ImageCast's obligations hereunder, and ImageCast remains liable for full and total performance of its obligations hereunder.

10.4 Notices. Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or mailed by registered or certified mail, return receipt requested, and in each case, addressed, as follows: President ImageCast or StorageSoft, 361 Centennial Parkway Suite 150, Louisville, CO 80027.

10.5 Waiver; Amendments. This Agreement (i) sets forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous understandings, agreements, or representations by or among the parties (including, without limitation, any Letter of Intent), written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

10.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original, and all of which shall, taken together, constitute one and the same instrument.

10.7 Expenses. Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

10.8 Severability. If any provision of this Agreement is held to be unenforceable, invalid or illegal, in whole or in part, by any court of competent jurisdiction, such unenforceable, invalid or illegal provisions shall not affect the remainder of this Agreement, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

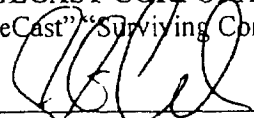
10.9 Entire Agreement. This Agreement, and any Exhibits, Schedules and Appendices thereto, constitutes the entire agreement between the parties and contains all of the agreements between the parties with respect to the subject matter hereof; this Agreement supercedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof. No change or modification of this Agreement shall be valid unless the same is in writing and signed by an officer of ImageCast and Target, respectively.

10.10 Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, including, without limitation, third party beneficiary rights.

10.11 Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

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


IMAGECAST CORPORATION
"ImageCast" "Surviving Corporation"

By: 
Steve Anderson, CEO

STORAGESOFT, INC
"Target"

By: 
Doug Anderson, Executive Vice-President

CONTROLLING SHAREHOLDERS

By: 
Steve Anderson

By: 
Doug Anderson

Schedules

- 3.3(b) ImageCast Post Merger Stockholdings
- 4.1 Fixed Asset Inventory
- 5.3(g) Target Material Agreements / Contracts
- 5.3(i) Target's Employee List, Yearly Base Compensation, Date of Hire.
- 5.3(j) Targets Employee Benefits Plans
- 5.3(l) Property and Leases
- 5.3(m) List of Target Trademarks and Registered trademarks
- 5.3(p) List of Target Insurance Carriers

Schedule 3.3(b)

ImageCast Post Merger Stockholding

	Current	Exchange .45 ImageCast shares for each Target Share	Ending Ownership	%
Steve Anderson	5,000	3,735	8,735	45.97%
Doug Anderson	5,000	3,735	8,735	45.97%
Ramin Razavi		1,530	1,530	8.05%
<hr/>				
Total	10,000	9,000	19,000	100%

Schedule 4.1
Fixed Asset Inventory

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACQUIRED</u>	<u>COST</u>
Printer Connection	printers	10/31/96	761.47
Axis Systems	computer systems	10/31/96	5,418.93
Worldnet	1 - Pentium system	12/1/96	1,117.75
Worldnet	1 - P133 complete system	4/1/97	1,228.35
Golden Eagle (Dan Eccher)	Hardware upgrades	9/1/97	1,134.81
Worldnet	1 - complete Pentium system	2/1/98	1,236.00
Ramin Razavi	1 - complete Pentium system	2/1/98	1,225.00
		4/1/98	1,132.59
	Dell laptop	10/31/98	2,701.13
WorldNet Computer	Ramin	5/11/99	2,926.26
WorldNet Computer	Complete computer	5/13/99	905.10
Audio Video Today	display screen - CA	6/2/99	3,495.00
Advanced Computer	Pentium III system	6/3/99	642.45
Compusa	Acer monitor	6/11/99	349.14
MD&I Corporation	Sound Brds/hard drives/speaker	6/15/99	395.00
Corporate Systems Center	IDE copier	6/20/99	2,495.00
Buy.com	Dennis R	6/24/99	387.35
Compusa	fax machine, cartridge	7/1/99	429.98
Compusa	CD drive, Redhat linux, cables	7/12/99	354.88
PC Club	Celeron 466 MHz system	7/16/99	431.98
Worldnet	1 - complete Intel system	7/20/99	1,076.00
Absolute Communications	Strategy Flash 4 port	7/27/99	2,500.00
Absolute Communications	3 - speaker phones	7/27/99	500.00
Motherboard	A-bit motherboard, IDE controllers	7/28/99	579.00
Nexcom Technology	AMD K6 400 CPU complete system	9/10/99	467.64
Grainger	electronic workcenter	9/21/99	1,951.50
PC City	2-Pentium CPU, monitor, ram	9/29/99	1,368.00
Worldnet	1 - complete Intel system	10/6/99	870.00
Worldnet	1 - complete Intel system - lab	10/6/99	970.00
PC City	Pentium system for Tim Kendall	10/6/99	1,368.00
KaiaSoft Corp	StarTeam	10/15/99	11,044.00
WorldNet Computer	AMD complete system - CA	11/4/99	1,594.70
Worldnet Computer	Intel complete system - CA	11/5/99	1,179.00
Computer Hardware Total			<u>53,057.01</u>
Fixtures & Equipment			
Medical Video System	Cabinet	5/14/99	3,000.00
Medical Video System	Cabinet	5/20/99	495.00
Desk Inc.	Partitions	6/4/99	30,697.00
AJ Restaurant Equipment	4- shelves, posts casters	7/26/99	1,505.00

Desks Incorporated	conference table	7/30/99	2,699.00
Contract Commercial Interior	vertical blinds	8/5/99	1,030.00
Desks Incorporated	27 - work stations, keyboard trays	8/6/99	55,993.65
Cambridge Office Furn.	chairs and desks - CA	8/12/99	1,550.00
Action Wholesale	risers, stools	8/20/99	1,146.93
Desks Incorporated	10 - conference chairs	9/3/99	2,750.00
Ron Kessinger	front sign	10/7/99	1,500.00
Desks Incorporated	Doug's office	10/12/99	7,512.67
Desks Incorporated	4- chairs	10/15/99	992.00
Desks Incorporated	2 - lab drafting chairs	10/26/99	816.00
Desks Incorporated	3 - workstations	11/9/99	7,075.00
Desks Incorporated	Work surfaces	11/9/99	562.69
Audio Fonix	server cables - CA	11/10/99	670.00
Desks Incorporated	loveseat	11/24/99	2,149.00
Fixtures & Equipment total			211,682.12

GRAND TOTALS TANGIBLE FIXED ASSETS 264,739.13

Schedule 5.3(g)

Material Agreements / Contracts

1. Stock Redemption Agreement dated January 1, 1997 by and among Target and Ramin Razavi.
2. Office Lease dated January 1, 1997 between Target and Pacific Gulf Properties.
3. Office Lease dated May 3, 1999 between Target and Opus Northwest LLC.
4. Automobile Lease dated March 9, 1999 between Target Steve Anderson and Key Lease Program.
5. Automobile Lease dated April 15, 1999 between Target, Ramin Razavi and GMAC.
6. OEM Software Agreement dated November 9, 1998 between Target and Apricorn, Inc.
7. Distribution Agreement dated June 15, 1998 between Target and CompUSA, Inc.
8. OEM Agreement dated January 23, 1997 between Target and First Source International, Inc.
9. OEM Agreement dated April 30, 1998 between Target and Gateway 2000, Inc.
10. License Work Agreement dated January 22, 1999 between Target and International Business Machines, Inc. (IBM).
11. Distribution Agreement dated January 14, 1998 between Target and Maxtor Corporation.
12. Software License Agreement dated September 24, 1997 between Target and Micron Electronics, Inc.
13. OEM Agreement dated April 24, 1997 between Target and Primary Distribution, Inc.
14. OEM Software Agreement dated July 1, 19998 between Target and Procom Technology, Inc.
15. OEM Agreement dated April 1, 1997 between Target and Reliable Power Meters, Inc.
16. OEM Software Distribution Agreement dated March 1, 1996 between Target and Western Digital Corporation.
17. Agreement dated January 31, 1999 between Target and Ziff-Davis, Inc.
18. Redistribution Agreement dated September 11, 1997 between Target and Microsoft, Inc.

Schedule 5.3(i)

Target's Employee List, Yearly Base Compensation, Date of Hire.

Carroll, Kevin	\$27,000	Test/Support Assoc.	09/13/1999
Dunn, Paul	\$12/hour	Test/Support Assoc.	10/04/1999
Elkins, Travis	\$54,000	Software Engineer	11/08/1999
Garcia, Summer	\$12/hr	Admin. Assist.	01/04/1999
Hall, Ryan	\$28,000	Test/Support Assoc.	09/01/1999
Hayes, Jason	\$32,006	Lead Test Lab Tech	03/06/1996
Kendall, Tim	\$60,008	Software Engineer	11/09/1998
Lubbe, Hendrik	\$60,000	Software Engineer	01/18/1996
Nichols, Tony	\$64,012	Software Engineer	08/05/1996
Razavi, Ramin	\$104,988	MHS President	08/19/1996
Redfearne, Zachary	\$32,500	Office Manager	12/01/1999
Rolland, Dennis	\$80,002	Sr. Project Mgr.	05/27/1999
Siroon, Alfred	\$43,697	Sales Engineer	08/17/1998
Sprowls, Patrick	\$58,006	Software Engineer	09/08/1999
Stricklin, Corey	\$27,014	Test/Support Assoc.	08/09/1999
Sunada, Glen	\$52,988	Software Engineer	10/06/1999
Vasicek, Timothy	\$30,000	Product Support	09/02/1999
Washburn, Adam	\$60,008	Software Engineer	09/01/1999

Schedule 5.3(j)

Target's Employee Benefits Plans

1. 401(k) profit sharing plan
2. UNUM Life Insurance policy (\$25,000)
3. UNUM Accidental Death and Dismemberment Plan
4. UNUM Long Term Disability Plan
5. Prudential Medical Insurance
6. Delta Dental of Colorado
7. Vision Service Plan of Colorado
8. Corporate membership programs
9. Wage Continuation Plan
10. Standard Paid Time Off and Holidays as described in Employee Handbook

Schedule 5.3(I)

Property and Leases

1. Office Lease dated January 1, 1997 between Target and Pacific Gulf Properties.
2. Office Lease dated May 3, 1999 between Target and Opus Northwest LLC.
3. Automobile Lease dated March 9, 1999 between Target Steve Anderson and Key Lease Program.
4. Automobile Lease dated April 15, 1999 between Target, Ramin Razavi and GMAC.

Schedule 5.3(m)

List of Target Trademarks and Registered trademarks

Registered Trademarks:

EZ-Drive
DrivePro

Trademarks:

CPR Center
DriveGuide

Schedule 5.3(p)

List of Target Insurance Carriers

The Hartford Casualty Company with a limit of \$2 million aggregate, \$1 million personal for each occurrence, \$300,000 fire, \$10,000 medical expense and \$1 million combined/single limit for the company leased automobiles.