



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102213980

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): All Systems Go, Inc. 6031 Culligan Way Minneapolis, MN 55345 [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

9.3.02

2. Name and address of receiving party(ies) Name: All Bases Covered, Inc. Internal Address: Suite 200 Street Address: 1001 Marshall Street City: Redwood City State: CA Zip: 94063 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State California [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other Asset Purchase Agreement Execution Date: 11/29/2000

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/162,137 B. Trademark Registration No.(s) 1,964,934 1,906,954 and 1,916,817 Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Sheila Fox Morrison Internal Address: Carr & Ferrell LLP Street Address: 2225 East Bayshore Road Suite 200 City: Palo Alto State: CA Zip: 94303

6. Total number of applications and registrations involved: 4 7. Total fee (37 CFR 3.41) \$ 115.00 [x] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 06-0600

9. Signature. 09/05/2002 DBYRNE 00000080 76162137 Sheila Fox Morrison, Esq. 40.00 OP 731.00 OP Name of Person Signing

DO NOT USE THIS SPACE [Signature]

August 29, 2002 Date

26

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

FINANCE SECTION

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered into as of November 29, 2000 (the "Effective Date"), by and among All Bases Covered, Inc., a California corporation ("Purchaser"), All Systems Go, Inc., a Minnesota corporation ("Seller"), and Ronald W. Esau and Daniel Sundin, the management shareholders of Seller (the "Owners").

RECITALS

A. Purchaser and Seller are each engaged in the business of providing management information system-related consulting services (the "Business").

B. Purchaser desires to purchase and Seller desires to sell certain assets of Seller in exchange for shares of Purchaser's common stock, under the terms and conditions as set forth in this Agreement (the "Purchased Assets").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

AGREEMENT

1. Purchase and Sale of Assets.

1.1 Purchase and Sale of Assets. Seller hereby sells, transfers, conveys, assigns and delivers to Purchaser, and Purchaser will purchase, all of Seller's worldwide right, title and interest in and to (i) all intangible personal property of Seller relating to and used in its Business (whether owned, used, registered in the name of, or licensed by Seller or in which Seller otherwise has an interest), including, without limitation, all patents, patent applications, trade secrets, know-how, processes, manufacturing or marketing procedures, formulae, drawings, schematics, patterns, vendor lists, customer lists, customer files, customer records, trade and other association memberships and rights, licenses and permits susceptible of transfer under regulatory agency rules, and any rights the Seller has to the tradenames "All Systems Go" and "America's Computer Support Company", except as set forth in Section 1.4 below; (ii) all rights in and to the contracts of Seller related to its Business, including without limitation, license agreements, assignment agreements, purchase orders, sales orders, rights to discounts, joint venture agreements, partnership agreements, maintenance agreements, sales representative agreements, service agreements, distribution agreements and lease deposits or other prepayments, but excluding any cash and existing accounts receivables or any agreements for leased equipment and leases of others of real property other than those set forth on Exhibit A hereto (all such agreements to be assigned hereunder are referred to collectively, as the "Assigned Contracts") and (iii) all network equipment, phone systems, office cubicles as specified on Exhibit B attached hereto and incorporated herein. All such assets to be purchased and sold hereunder are collectively referred to as the "Purchased Assets".

1.2 Transfer Free of Encumbrances. The Purchased Assets shall be conveyed free and clear of all liabilities, obligations, charges, security interests, claims, liens, encumbrances, and all other restrictions, except as set forth in the contracts listed on Exhibit A.

1.3 Assignment of Agreements. Nothing in this Agreement shall be construed as an attempt or agreement to assign (i) any Assigned Contract which is non-assignable without the consent of the party or parties thereto unless such consent shall have been obtained; or (ii) any Assigned Contract or claim as to which all of the remedies for the enforcement thereof enjoyed by Seller would not pass to Purchaser as an incident of the assignments provided for by this Agreement. Seller represents and warrants that it has delivered copies of the Assigned Contracts to Purchaser. Where necessary to permit such assignment, Seller shall use its best efforts to obtain the written consent of the other parties to such Assigned Contracts to the assignment of such agreements to Purchaser.

1.4 Excluded Assets. All other assets of Seller are excluded from this sale including, without limitation, the following: (i) all other tangible and intangible personal property of Seller relating to and used in Seller's business, including all intellectual property as specifically listed on Schedule 1.4(i) attached hereto and incorporated herein, (ii) all rights in and to all contracts, agreements, agency agreements, leases, equipment leases, dealer authorizations or commitments of Seller other than Assigned Contracts, (iii) all real property interests, tenant improvements, office equipment, network equipment, phone systems, furniture, office supplies and inventory, (iv) any deposits under existing equipment and real property leases, if, as and to the extent refundable upon termination of such leases (Purchaser covenanting that to the extent such leases are Assigned Contracts hereunder, it shall not apply such deposits, or allow them to be applied, against amounts coming due under such leases) (v) all cash and accounts receivable of Seller as of the Closing Date and (vi) fees for services rendered by Seller prior to Closing but unbilled as of such date, which fees Seller shall bill promptly following Closing (together the "Excluded Assets").

2. Assumption of Liabilities. Purchaser shall assume, effective as of the Effective Date, only those obligations and liabilities of Seller set forth on Exhibit A hereto and under the Assigned Contracts which accrue after the Effective Date (the "Assumed Liabilities"), including the rendering of services to customers of Seller who paid in advance for such services to the extent set forth on Exhibit A (the "Pre-Paid Revenues"). Purchaser shall invoice Seller at the per hour rate that Seller contracted with such customer to perform the work, for all work performed by Purchaser for such customer after the Closing Date up to the amount of such Pre-Paid Revenues and Seller shall pay Purchaser for the time upon presentation of the invoice by Purchaser. Seller shall remain expressly liable for all obligations and liabilities accruing for the periods prior to the Effective Date. Except as expressly provided in this Section 2, Purchaser does not assume any obligations or liabilities of Seller of any nature whatsoever which were incurred or arise prior to, on or following the Effective Date, and Seller remains expressly liable for:

2.1 Taxes. All sales taxes, use taxes, transfer taxes, documentary charges, recording fees or similar taxes, charges, fees or expenses that may become payable by Seller in connection with the sale of the Purchased Assets, other than those taxes imposed on the net income of Purchaser.

2.2 Expenses. Any liabilities or expenses of Seller, including attorneys' fees, incurred in negotiating, executing and carrying out Seller's obligations under this Agreement.

2.3 Employee Benefit Plans. Any obligations or liabilities of Seller under any employee stock purchase or stock option plans or agreements, under any other employee benefit, profit-sharing, pension or retirement plan or under any employment or consulting agreements, and including severance and any accrued vacations.

2.4 Litigation. Any liability or obligation arising out of any action, suit or proceeding based upon an event occurring or a claim arising on or prior to the Effective Date or after the Effective Date in the case of claims in respect of services delivered by Seller on or prior to the Effective Date and attributable to acts performed or omitted by Seller on or prior to the Effective Date.

2.5 Other Obligations. Any obligations or liabilities incurred by Seller in violation of, or as a result of Seller's violation of any term, covenant, representation or warranty made under this Agreement.

3. Consideration. Consideration for the Purchased Assets shall consist of the issuance by Purchaser to Seller of Four Hundred Fourteen Thousand, Four Hundred Ninety-Six (414,496) shares of Purchaser's common stock (the "Shares") plus cash in the amount of \$50,000 (Fifty Thousand Dollars).

3.1 Delivery of Consideration. On the Closing Date (as hereinafter defined), Purchaser shall issue and deliver to Seller One Hundred Forty-Eight Thousand, Three Hundred Twenty-four (148,324) of the Shares plus the cash portion of the consideration in the amount of \$50,000.

3.2 Holdback. Two Hundred Sixty-Six Thousand, One Hundred Seventy-Two (266,172) Shares issued to the Seller (the "Escrow Shares") will be withheld by Purchaser and held in escrow by Purchaser on behalf of Seller for a period of one year from the Closing Date, as subject to the holdback adjustment set forth in Exhibit C attached hereto and incorporated herein by reference and to secure Seller's and Owner's indemnification obligations hereunder. Such Escrow Shares shall be held on the terms and conditions of the Escrow Agreement entered into as of the Closing by and among Seller and Purchaser.

4. Representations and Warranties of Seller. Seller and Owners jointly and severally represent and warrant to Purchaser that:

4.1 Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota. Seller has the corporate power and authority to execute and deliver this Agreement and each of the documents contemplated hereby to which Seller is a party, and to perform all of its obligations hereunder and thereunder, and the execution, delivery and performance of this Agreement and each of the documents contemplated hereby to which Seller is a party, have been duly and validly authorized and approved by all necessary action on the part of Seller and Seller's shareholders. Seller has taken all other action required by law, its charter documents, or, except for any Required Consents, hereafter defined,

any agreement to which it is a party or to which it may be subject in order to execute and deliver this Agreement and to perform its obligations hereunder.

4.2 Authorization. This Agreement and each of the documents contemplated hereby and thereby to which Seller is a party, has been duly executed and delivered by Seller and Owners, and constitute legal, valid and binding obligations of Seller and Owners, and are enforceable against Seller and Owners in accordance with their respective terms.

4.3 Title. Seller has all right, title and interest in and to the Purchased Assets, free and clear of all claims, liens, encumbrances, security interests, charges and restrictions of any kind.

4.4 Customer Lists. The customer lists delivered to Purchaser at the Closing as Exhibit C-1, shall constitute all of Seller's records (other than accounting records) as to the names, addresses, and telephone numbers of customers to which Seller has provided services in its management information system-related consulting service business, and shall be deemed to be the "Customer List" for purposes of this Agreement.

4.5 Prepaid Revenue. Except as listed on Exhibit A, Seller has not received any prepaid revenue.

4.6 No Litigation. There are no actions, suits, investigations or proceedings pending, or to the best knowledge of Seller or Owners, threatened against Seller or any properties or rights of Seller before any court, arbitrator or administrator or governmental body which arose out of or are based upon the ownership, use or marketing of the Purchased Assets and there is no judgment, order or writ to which Seller is a party to or by which Seller's property is bound, which might have a material adverse effect on the value of the Purchased Assets to Purchaser.

4.7 No Conflict. Neither the execution nor delivery by Seller of this Agreement nor the performance of or compliance by Seller with the terms and provisions hereof, will (i) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, or result in any violation of, the charter documents or operating agreement of Seller, (ii) violate or result, with or without the giving of notice or the lapse of time or both, in the violation of, any provision of, or result in the acceleration of or entitle any party to accelerate (whether after the giving of notice or lapse of time or both) any obligation under, or result in the creation or imposition of any lien, charge, pledge, security interest or other encumbrance upon any of the property of Seller pursuant to any provision of any mortgage, lien, lease, agreement, license, instrument, law, ordinance, regulation, order, arbitration award, judgment or decree to which Seller is a party or by which any of its assets is bound and do not and will not violate or conflict with any other restriction of any kind or character to which Seller is subject or by which any of its assets may be bound, and the same does not and will not constitute an event permitting termination of any mortgage, lien, lease, agreement, license, or instrument to which Seller is a party, except for any Required Consents (as defined in Section 3.11 below) as set forth on Exhibit A hereto.

4.8 Assigned Contracts. All of the Assigned Contracts are valid, binding and in full force and effect, and those to which Seller is a party are validly assignable to Purchaser without any further consent of any other party except as set forth on Exhibit A (the "Required Consents"). There has not been any breach, violation, default or event of default, or any event which with the giving of notice or passage of time would become a default or event of default by Seller (nor, to the best knowledge of Seller, by any other party to any Assigned Contract) under any Assigned Contract. All prepaid revenue received by Seller for future services are set forth on Exhibit A hereto.

4.9 No Filings. No consent, authorization, order or approval of, or filing or registration with, any governmental commission, board, agency or other regulatory body is, to the best knowledge of Seller and Owners, required for the execution and delivery of this Agreement and the consummation by Seller and Owners of the transactions contemplated hereby.

4.10 No Material Adverse Change. Since September 30, 2000, Seller has not (i) incurred any obligation or liability not disclosed in its financial statements delivered to Purchaser, other than liabilities incurred in the ordinary course of the business of Seller and that have no material adverse affect on the business, operations or financial condition of Seller; (ii) failed to discharge or satisfy any lien, security interest or encumbrance or to pay any obligation or liability (fixed or contingent) when due and payable, (iii) mortgaged, pledged, or subjected to any lien, security interest or other encumbrance any of its assets or properties; (iv) entered into any transaction, contract or commitment except as listed on Exhibit A hereto, not in the ordinary course; (v) suffered any casualty loss or damage (whether or not covered by insurance) which affects in any material respect its ability to conduct its business; (vi) had any labor trouble or claim of wrongful discharge or other unlawful labor practice or action or suffered any other dispute involving any employee.

4.11 Taxes. Seller has fully and timely, properly and accurately prepared and filed all tax returns, including federal, state, local and foreign returns, estimates, information statements and reports relating to any and all taxes concerning or attributable to Seller for its operations for all years and periods for which any such returns or reports were due in all jurisdictions under applicable law and all such returns are true and correct and have been completed in accordance with applicable law.

4.12 Compliance with Laws. Seller, to its knowledge, is not in default with respect to any order of any court, governmental authority or arbitration board or tribunal to which it is a party or to which it is subject or in violation of any laws, ordinances, governmental rules or regulations to which it is subject, nor has Seller failed to obtain any licenses, permits, franchises or other authorizations necessary to conduct its business or own its assets and properties, other than where the failure to obtain such license, permit, franchise or other authorization would have no material adverse effect on the business, assets, operations or financial condition of the Seller.

4.13 Broker's Fees. Neither Seller nor Owners are obligated to pay any finder's fee or broker's fee in connection with the transaction contemplated by this Agreement, and if any such fee shall become due and payable, Seller and Owners shall be wholly responsible

for payment of all fees and expenses of any broker retained by Seller and Purchaser shall have no liability for payment of any finder's or broker's fees in connection with this transaction.

4.14 Materiality. This Agreement, and the Exhibits and Schedules hereto and all certificates and furnished to Purchaser by or on behalf of Seller in connection herewith do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained herein and therein not misleading.

4.15 Survival of Representations and Warranties. The covenants, representations, warranties and agreements by Seller contained in this Agreement shall survive the Closing Date, provided the representations and warranties (but not the covenants) shall terminate and expire on the close of business on the first anniversary of the Closing Date and shall be of no force or effect thereafter, except with respect to any claim with respect thereto that is then outstanding and that written notice of which shall have been delivered to Seller on or prior to the first anniversary of the Closing Date.

5. Representations and Warranties Regarding Shares Acquired and Restrictions on Transferability of Shares. Seller and Owners each hereby represent and warrant as follows:

5.1 Seller and Owners have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the transaction contemplated herein and Seller's acquisition of the Shares.

5.2 Seller and Owners hereby represent and warrant that each (i) has the ability to bear the economic risks of Seller's acquisition of the Shares; and (ii) is able, without materially impairing its financial condition, to hold the Shares for an indefinite period of time and to suffer complete loss on such investment.

5.3 Seller and Owners hereby represent and warrant they have received all the information that they have requested from Purchaser.

5.4 The Shares issued and sold to Seller will be acquired for investment for Seller's own account, not as a nominee or agent, and not with a view to the sale or distribution of any part thereof, except as may be permitted by and in compliance with all applicable federal and state securities laws. Seller represents that the entire legal and beneficial interest of the Shares will be held for Seller's account only, and neither in whole or in part for any other person, except that Seller may distribute the Shares to a single shareholder in connection with the merger of Seller into a limited liability corporation. Seller agrees that the Shares will be held by Seller or such limited liability corporation without sale or distribution until the earlier of (i) two years from the Closing Date and (ii) the closing of the Purchaser's initial underwritten public offering of its common stock. By executing this Agreement, Seller and Owners further represent that Seller has no present contract, undertaking, agreement or arrangement with any person to sell, transfer, or grant participation to such person or to any third person, with respect to any of the Shares.

5.5 The undersigned understands and acknowledges that all certificates for the Shares shall bear the following legend:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). SUCH SECURITIES MAY NOT BE TRANSFERRED, SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED UNLESS (i) A REGISTRATION STATEMENT UNDER THE ACT IS IN EFFECT WITH RESPECT TO THE SECURITIES OR (ii) THERE IS AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT SUCH REGISTRATION IS NOT REQUIRED OR THAT SUCH TRANSFER MAY BE MADE PURSUANT TO RULE 144 OR RULE 144A OF THE ACT."

THESE SECURITIES ARE GOVERNED BY AN AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL PURCHASER OF THESE SECURITIES, A COPY OF WHICH MAY BE OBTAINED FROM THE ISSUER.

All certificates evidencing the Shares shall also bear any legend required pursuant to any state, local or foreign law governing such securities.

5.6 Seller and Owners understand and acknowledge that the Shares have not been registered under the Securities Act based on an exemption from registration and that Purchaser's reliance upon such exemption is predicated upon the undersigned's representations. Seller and Owners further understand and acknowledge that the Shares must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available and neither Seller nor Purchaser is under any obligation to register the Shares.

5.7 Seller and Owners are familiar with the provisions of Rule 144, promulgated under the Securities Act, which in substance, permits, limited public resale of "restricted securities" acquired, directly or indirectly from the issuer thereof (or from an affiliate of such issuer) in a non-public offering subject to the satisfaction of certain conditions, including, among other things: (i) a public trading market then exists for Purchaser's Common Stock; (ii) the availability of certain public information about Purchaser; and (iii) the resale occurring not less than the holding period stated by Rule 144. Seller and Owners further understand that at the time Seller wishes to sell the Shares there may be no public market upon which to make such a sale, and that, even if such a public market then exists, Purchaser may not be in compliance with the current public information requirements of Rule 144, and that, in such event, Seller would be precluded from selling the Shares under Rule 144 even if the minimum holding period had been satisfied. Seller and Owners further understand that in the event all of the applicable requirements of Rule 144 are not satisfied, registration under the Securities Act or some other registration exemption would be required to sell the Shares.

5.8 Seller and Owners covenant that in no event will it dispose of any Shares (other than pursuant to an exemption from registration) unless and until (i) the Shares shall have been registered for resale under applicable federal and state securities laws, or (ii) Seller shall have notified Purchaser of the proposed disposition and shall have furnished Purchaser with a statement of the circumstances surrounding the proposed disposition, and if requested by Purchaser, Seller shall have furnished Purchaser with a legal opinion in form and substance reasonably acceptable to Purchaser and delivered by counsel deemed reasonably acceptable to Purchaser to the effect that (x) such disposition will not require registration under the Securities

Act and (y) appropriate action necessary for compliance with the Securities Act and any applicable state, local, or foreign law has been taken.

5.9 Seller and Owners acknowledge that neither Purchaser nor any person acting on Purchaser's behalf offered or sold the Shares to the undersigned by any form of general solicitation or general advertising, including, but not limited to, the following:

(a) An advertisement, article, notice or other written or printed communication published in any newspaper, magazine, or similar media or any communication broadcast over television or radio or any communication by means of recorded telephone messages; and

(b) Any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

5.10 Seller and Owners acknowledge that the transactions contemplated herein and the allocation of the purchase price set forth herein may have significant federal, state or other tax consequences upon such persons, and that no advice as to what such tax consequences may be has been given by Purchaser. Seller and Owners have been advised to consult with their own tax advisors concerning their own particular tax consequences of the transactions contemplated herein and are fully responsible and liable for all such tax consequences.

6. Representations and Warranties of Purchaser. As of the date hereof, Purchaser represents and warrants to Seller as follows:

6.1 Organization. Purchaser is a corporation duly organized and validly existing and in good standing under the laws of the State of California. Purchaser has the corporate power and authority to execute and deliver this Agreement, and each of the documents contemplated hereby to which Purchaser is a party, and to perform all of its obligations hereunder and thereunder, and the execution, delivery and performance of this Agreement and each of the documents contemplated hereby to which Purchaser is a party, have been duly and validly authorized by all necessary and proper corporate action on the part of Purchaser, and Purchaser has taken all other action required by law, its Articles of Incorporation or Bylaws or any agreement to which it is a party or to which it may be subject in order to execute and deliver this Agreement and to perform its obligations hereunder.

6.2 Authorization. This Agreement and each of the documents contemplated hereby and thereby to which Purchaser is a party, has been duly executed and delivered by Purchaser. Assuming due authorization, execution and delivery on the part of Seller where applicable, this Agreement, and each of the documents contemplated hereby to which Purchaser is a party, constitute legal, valid and binding obligations of Purchaser, and are enforceable against Purchaser in accordance with their respective terms.

6.3 Capitalization. Immediately prior to the issuance of the Shares, the authorized capital stock of Purchaser will consist of One Hundred Thirty Million Three Hundred Sixty-Two Thousand, Four Hundred (130,362,400) shares of capital stock; Eighty Million (80,000,000) shares of which are Common Stock, no par value ("Common Stock"), of which Sixteen Million Seven Hundred Twenty-Nine Thousand, Three Hundred Seventy-Six

(17,729,376) shares are outstanding; and Fifty Million Three Hundred Sixty-Two Thousand, Four Hundred (50,362,400) shares of which are Preferred Stock, no par value; Six Million Three Hundred Thousand (6,300,000) shares of which are designated as Series A Preferred Stock ("Series A Preferred Stock"), all of which are issued and outstanding; Nine Million Two Hundred Eighty-Six Thousand, Six Hundred Sixty-Two (9,286,662) shares of which are designated as Series B Preferred Stock ("Series B Preferred Stock") of which Nine Million Two Hundred Thirty-Three Thousand, Three Hundred Twenty-Nine (9,233,329) shares are issued and outstanding; Eleven Million Three Hundred Eighty-Three Thousand, Nine Hundred Twenty-Five (11,383,925) shares of which are designated as Series C Preferred Stock ("Series C Preferred Stock") of which Seven Million Five Hundred Eighty-Nine Thousand, Two Hundred Eighty Five (7,589,285) shares are issued and outstanding; and Twenty Three Million Three Hundred Ninety-One Thousand, Eight Hundred Thirteen (23,391,813) shares of which are designated as Series D Preferred Stock ("Series D Preferred Stock") of which Fifteen Million Five Hundred Ninety-Four Thousand, Five Hundred Thirty-Nine (15,594,539) shares are issued and outstanding.

6.4 Shares Issued. All such issued and outstanding securities have been duly authorized and validly issued, are fully paid and nonassessable, and were issued in compliance with all applicable state and federal laws concerning the issuance of securities. Purchaser has reserved and authorized the issuance of Sixteen Million Five Hundred (16,500,000) shares of Common Stock for issuance to officers, directors, employees and consultants pursuant to a stock option and/or purchase plan or other arrangements approved by Purchaser's Board of Directors. Except for (i) the conversion privileges of the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock and the Series D Preferred Stock (the "Preferred Stock"), (ii) rights of first refusal granted to the purchasers of the Preferred Stock, (iii) an outstanding warrant to purchase Fifty Three Thousand, Three Hundred Thirty Three shares of Purchaser's Series B Preferred Stock (53,333), (iv) outstanding warrants to purchase Three Million Seven Hundred Ninety Four Thousand, Six Hundred Forty (3,794,640) shares of the Series C Preferred Stock, (v) outstanding warrants to purchase Seven Million Seven Hundred Ninety-Seven Thousand, Two Hundred Sixty-Eight (7,797,268) shares of the Series D Preferred Stock, and (vi) options granted pursuant to the above-described stock option plan or other arrangements as described below in this Section, there are no preemptive rights or outstanding rights, options, warrants, conversion rights or agreements for the purchase or acquisition from Purchaser of any shares of its capital stock or any securities convertible into or ultimately exchangeable or exercisable for any shares of Purchaser's capital stock.

6.5 No Litigation. There are no actions, suits, investigations or proceedings pending, or to the best knowledge of Purchaser, threatened against Purchaser or any properties or rights of Purchaser before any court, arbitrator or administrator or governmental body which might have a material adverse effect on the business or operations of Purchaser.

6.6 No Conflict. Neither the execution nor delivery by Purchaser of this Agreement nor the performance of or compliance by Purchaser with the terms and provisions hereof will (A) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, or result in any violation of, the Articles of Incorporation or Bylaws of Purchaser, any award of any arbitrator or any other agreement or regulations which to the best knowledge of Purchaser it is subject, or (B) result in the creation of any lien upon the assets of Purchaser.

6.7 Survival of Representations and Warranties. The covenants, representations, warranties and agreements by Purchaser contained in this Agreement shall survive the Closing Date, provided the representations and warranties (but not the covenants) shall terminate and expire on the close of business on the first anniversary of the Closing Date and shall be of no force or effect thereafter, except with respect to any claim with respect thereto that is then outstanding and that written notice of which shall have been delivered to Purchaser on or prior to the first anniversary of the Closing Date.

7. Allocation of Consideration. The parties hereby agree that the consideration payable hereunder shall be allocated among the Purchased Assets as follows:

Goodwill & Other	414,496
Intangible Property, including Customer Lists	
Physical Assets	\$50,000

8. Taxes. Seller shall be responsible for all of the all taxes related to Seller's operations of its business and Purchaser shall be responsible for all taxes related to the operation of its business, in either case including, without limitation, all taxes, charges, fees, levies imposed by and required to be paid to any federal, state, local or foreign taxing authority, including income, excise, property, sales, transfer, ad valorem, payroll and franchise taxes (including any interest, penalties, or additions attributable to or imposed on or with respect to any such assessment) and any estimated payments or estimated taxes. In addition, each party hereto shall cooperate with the other by executing or causing to be executed any required documents and by making available to the other all books and records relating to the tangible and intangible assets acquired and transferred hereunder, for the purpose of allowing the appropriate party to complete any tax return, respond to any audits, make any determination required under this Agreement (including, but not limited to, determination as to which period any asserted tax liability is attributable), verify any issue and negotiate any settlement with any tax authority or defend or prosecute any tax claim.

9. Transition. Seller and Purchaser shall, promptly following the Closing Date, notify Seller's customers on the Customer List, of the transfer pursuant to this Agreement by written notice mutually agreeable to Seller and Purchaser. Seller shall provide such levels of support and cooperation as shall be reasonably requested by Purchaser, at Purchaser's expense, in order to effectively transfer Seller's customers to Purchaser, and to execute and deliver such assignment and assumption agreements or other documentation as may be reasonably required to effectuate the agreement contemplated herein.

10. Post Closing Agreements.

10.1 Financial Information. Seller hereby agrees to provide, upon request from Purchaser, financial statements for up to three years preceding the date of this transaction. Such financial statements shall include balance sheets and income statements, or access to Seller's financial records which would permit the preparation of such financial statements and footnotes in accordance with generally accepted accounting principles, by Purchaser or representatives of

Purchaser. Seller also agrees that, if necessary, such financial statements may be included in certain filings with the U.S. Securities and Exchange Commission. Seller also agrees to cooperate in connection with any audit requirements that may be necessary as a result of inclusion in such filings. Purchaser agrees to reimburse the reasonable cost of preparation of financial statements and preparation for and participation in such audits of Seller's historical financial statements requested by Purchaser. Purchaser agrees that it will not request any financial statements or audits unless required for (a) its normal due diligence procedures or (b) to comply with requirements of the U.S. Securities and Exchange Commission or generally accepted accounting principles.

10.2 Seller's Review of Financials. Seller and its representative shall have the right during the fifteen (15) month period following the Closing Date to review Purchaser's financial books and records, but only with respect to determining Actual Service Revenues, as defined in Exhibit C. Purchaser shall provide to Seller monthly and quarterly reports detailing the total amount of Service Revenue earned as of the end of each month. As soon as practicable, but in any event within fifteen (15) days of the end of the one year anniversary of the date of this Agreement, Purchaser shall provide Seller with its calculation of the Actual Services Revenues for the 12 month period, together with its calculation of the distribution of the Holdback. Seller has fifteen (15) days to contest Purchaser's calculation of the Actual Services Revenues and request an audit of Purchaser's records. In the event there is a discrepancy in excess of five percent (5%) between the quarterly reports provided by Purchaser to Seller as identified in Exhibit C and the Actual Service Revenues as calculated by Seller's representative upon examination of the financial books and records, Purchaser shall reimburse Seller the reasonable costs of Seller's representative's examination, but in no event shall this amount exceed \$5,000.

11. Employment of Key Employees. Purchaser agrees to offer full time employment to the those employees of Seller listed on Exhibit D hereto with a compensation and benefits package similar to the compensation and benefits offered by Purchaser to its other employees in a similar geographic location and performing similar roles and job functions for Purchaser.

12. Non-Competition/Non-Solicitation Agreement.

12.1 Seller and Owners hereby agree that they will not, for a period of two (2) years from the Closing Date (the "Covenant Period") engage in any local area network consulting business for any company (a) (i) who is a customer of Purchaser or Seller (including customers brought over by Seller at the Closing) on the date of expiration of such covenant, (ii) with whom Purchaser or Seller had material contacts during the Covenant Period or in the 12 months prior to the Closing Date, or (iii) with whom Purchaser had material contacts during the Covenant Period. In addition, Seller and Owners further agree that at all times during the Covenant Period, Seller and Owners will not, either on his or its own behalf or for any other person or entity, directly or indirectly (other than for Purchaser and any of its affiliates) solicit, induce or attempt to induce any employee, consultant or contractor of Purchaser or any of its affiliates to terminate his or her employment or his, her or its services with, Purchaser or any of its affiliates or to take employment with another party. Each of the following activities, without limitation, shall be deemed to constitute "engaging in" a business: to engage in, carry on, work with, be employed by, consult for, invest in, solicit customers for, have an equity interest in, advise, lend money to, guarantee the debts or obligations of, contribute, sell or license

intellectual property to, or permit one's name or any part thereof to be used in connection with, any enterprise or endeavor, either individually, in partnership or in conjunction with any person, firm, association, partnership, joint venture, limited liability company, corporation or other business, whether as principal, agent, shareholder, partner, joint venturer, member, director, officer, employee, consultant, licensor or in any other manner whatsoever.

Nothing contained in this Agreement shall prohibit a party from (i) being employed by or serving as a consultant to Purchaser (or any other affiliate of Purchaser), (ii) acquiring or holding at any one time less than three percent (3%) of the outstanding securities of any publicly traded company, (iii) holding stock of Purchaser, or (iv) acquiring or holding an interest in a mutual fund, limited partnership, venture capital fund or similar investment entity of which such party is not an employee, officer or general partner and with respect to which such party has no power to make, participate in or directly influence investment decisions. Seller and Owners acknowledge and agree that, in light of such parties' unique skills, experience and capabilities, money damages would not adequately compensate Purchaser if such parties were to breach any of covenants contained in this Section. Consequently, Seller and Owners agree that in the event of any such breach, Purchaser shall be entitled, in addition to any other remedies, to enforce this Agreement by means of an injunction, specific performance or other equitable relief.

13. Market Stand-off Agreement. Seller, and Owners each hereby agrees that, during the period of duration specified by Purchaser and an underwriter of common stock or other securities of Purchaser, following the effective date of a registration statement of Purchaser filed under the Securities Act of 1933, as amended, it shall not, to the extent requested by Purchaser and such underwriter, directly or indirectly sell, offer to sell, contract to sell (including, without limitation, any short sale), grant any option to purchase or otherwise transfer or dispose of any securities of Purchaser held by it at any time during such period; provided, however, that:

(a) such agreement shall be applicable only to the first such registration statement of Purchaser which covers common stock (or other securities) to be sold on its behalf to the public in an underwritten offering;

(b) all officers and directors of Purchaser and all holders of in excess of one percent (1%) of Purchaser's outstanding equity securities enter into similar agreements with respect to securities of Purchaser they hold that are not included in such registration; and

(c) such market stand-off period shall not exceed one hundred eighty (180) days following the effective date of the registration statement.

Seller and Owners further agree that they will execute any lock-up agreement required by the underwriters of an underwritten public offering of the Purchaser's common stock that is consistent with the terms set forth herein. In addition, prior to any sale distribution of the Shares by Seller, Seller and Owners shall ensure that any purchaser or distributee of the Shares shall enter into a similar market stand-off agreement and covering the Shares, including an agreement to execute the lock-up agreement.

13.2 In order to enforce the foregoing covenant, Purchaser may impose stop-transfer instructions with respect to the securities of Purchaser held by Seller or Owners (and the

shares or securities of every other person subject to the foregoing restriction) until the end of such period.

13.3 Notwithstanding the foregoing, the obligations described above shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a Rule 145 transaction on Form S-4 or similar form which may be promulgated in the future.

14. Closing. The closing of the transactions provided for in this Agreement (the "Closing") shall take place as of November 29, 2000, effective at close of business on such date, or such other date and time upon which the parties may mutually agree upon the satisfaction of all conditions precedent to such close (the "Closing Date"). At the Closing, the down payment of the purchase price shall be made, and the documents signed and delivered, including the appropriate Exhibits or other agreements as are called for in this Agreement.

15. Conditions Precedent to Close.

15.1 Conditions Precedent to the Performance of Seller's Obligations. The obligations of Seller to sell the Purchased Assets pursuant to this Agreement are subject, at the option of Seller, to the fulfillment on or before the Closing Date of each of the following conditions:

15.1.1 Compliance with Terms. At the Closing Date, all of the terms, conditions and agreements herein to be complied with and performed by Purchaser at or before the Closing Date shall have been complied with or performed in all material respects.

15.1.2 Accuracy of Representations and Warranties. The representations and warranties made by Purchaser in this Agreement shall be correct and complete in all material respects at and as of the Closing Date, with only those exceptions which have been approved in writing by Seller.

15.1.3 Delivery of Required Items. Purchaser shall have delivered all items set forth in Section 16.2 below.

15.1.4 Transaction Legal. There shall be no order, decree or ruling by any court or governmental agency or threat thereof or any other fact or circumstance which might prohibit or render illegal the transactions contemplated by this Agreement.

15.1.5 Employment Agreements. Purchaser shall have entered into employment agreements with Ron Esau and Dan Sundin.

15.2 Conditions Precedent to the Performance of Purchaser's Obligations. The obligations of Purchaser to purchase the Purchased Assets pursuant to this Agreement are subject to the fulfillment on or before the Closing Date of each of the following conditions:

15.2.1 Compliance with Terms. At the Closing Date, all of the terms, conditions and agreements herein to be complied with and performed by Seller at or before the Closing Date shall have been complied with or performed in all material respects.

15.2.2 Accuracy of Representations and Warranties. Purchaser shall not have acquired information that there is any material error, misstatement or omission in any of the representations or warranties made herein by Seller and Owners. The representations and warranties made by Seller and Owners in this Agreement shall be correct and complete in all material respects at and as of the Closing Date, subject only to those exceptions which have been approved in writing by Purchaser, in its sole and absolute discretion.

15.2.3 Transaction Legal. There shall be no order, decree or ruling by any court or governmental agency or threat thereof or any other fact or circumstance which might prohibit or render illegal the transactions contemplated by this Agreement.

15.2.4 Delivery of Required Items. Seller shall have delivered all items set forth in Section 16.1 below.

15.2.5 Employment Agreements. Purchaser shall have entered into employment agreements with Ron Esau and Dan Sundin.

16. Deliveries at Closing.

16.1 Deliveries of Seller. At the Closing, Seller shall deliver to Purchaser all of the following:

16.1.1 Bill of Sale. Originally executed bill of sale and other instruments for the Purchased Assets of Seller in such form as in each case is reasonably satisfactory to Purchaser.

16.1.2 Blanket Assignment. Blanket assignment by Seller to Purchaser of all right, title and interest to the Assigned Contracts as well as such other assignments which Purchaser reasonably believes are necessary to vest in Purchaser all of Seller's right, title and interest in and to the Purchased Assets.

16.1.3 Customer Lists. The Customer Lists.

16.1.4 Assigned Contracts. The original or a true and correct copy of each Assigned Contract.

16.2 Deliveries of Purchaser. At the Closing, Purchaser shall deliver to Seller all of the following:

16.2.1 Delivery of Shares. At Closing, Purchaser shall deliver to Seller the certificates representing the Shares not held as Escrow.

17. Termination. This Agreement may be terminated at, or any time prior to, the Closing as follows:

(a) By mutual consent of the parties;

(b) By Purchaser or Seller, respectively, if upon the Closing, any condition precedent to Closing set forth herein for the benefit of Purchaser or Seller, respectively, shall not have been timely met;

(c) By Purchaser or Seller if the Closing shall not have occurred on or before the date provided for herein;

Upon termination of this Agreement, no party shall have any liability or obligation hereunder, and each party shall bear the expenses incurred by it. Termination shall be without prejudice to any rights the non-defaulting party may have for damages.

18. Necessary Further Actions. Each party hereto shall cooperate, shall take such further action and shall execute and deliver such further documents as may be reasonably requested by any other party in order to carry out the provisions and purposes of this Agreement. Seller shall execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents and instruments of transfer reasonably requested by Purchaser, and will take any other action consistent with the terms of this Agreement that may reasonably be requested by Purchaser for the purpose of assigning, transferring, granting, conveying and confirming to Purchaser, or reducing to possession, any or all property to be conveyed and transferred by this Agreement.

19. Indemnification.

19.1 Seller and Owners, jointly and severally, hereby indemnify and hold harmless Purchaser, its officers, directors, shareholders, agents and representatives (each an "Indemnitee") against and in respect of the following: (i) any and all loss, liability or damage resulting from any untrue representation, breach of any representation or warranty or non-fulfillment of any covenant or condition by Seller or Owners contained herein or in any certificate, document or instrument delivered to Purchaser hereunder; (ii) any and all liabilities of Seller that are not Assumed Liabilities; and (iii) any and all actions, suits, proceedings, claims, demands, assessment, judgments, costs and expenses, including, without limitation, legal fees and expenses incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing this indemnity. Liability for indemnification hereunder shall survive the closing and shall remain in full force and effect for a period of one year after the Effective Date of this Agreement (the "Indemnification Period"). Seller's and Owners' liability hereunder for Indemnification shall be limited exclusively to the Escrow Shares held in escrow pursuant to Section 4.2 above. Such Escrow Shares shall be held by Escrow Agent and shall be available as the sole source to compensate the Indemnitees for any losses incurred that are subject to indemnification hereunder. Except for acts constituting fraud, intentional misrepresentation or other willful misconduct, the indemnification provided pursuant to this Section 19 shall be Purchaser's sole remedy for the breach of any representation or warranty set forth in this Agreement.

19.2 In the event Purchaser shall pay tax-free dividends in stock declared with respect to the Escrow Shares pursuant to Section 305(a) of the Code (the "Additional Escrow Shares"), such Additional Escrow Shares shall be held as Escrow Shares. Any and all other cash dividends, dividends payable in securities or other distributions of any kind made in respect of the Escrow Shares shall be delivered to Seller. The Seller will have voting rights and will be

able to exercise all other incidents of ownership of said Escrow Shares with respect to the Escrow Shares and Additional Escrow Shares so long as such Escrow Shares and Additional Escrow Shares are held in escrow.

19.3 For the purposes of determining the number of Escrow Shares to be delivered to Purchaser in the event of a claim for indemnification hereunder, each Share held in escrow shall be valued at the then fair market value of Purchaser's common stock on the date of claim, as determined by its board of directors, if no public market for Purchaser's common stock then exists, or at the closing price of Purchaser's common stock on the principal securities exchange on which Purchaser's common stock is then traded, or if not so traded, The Nasdaq National Market, in either case as reported in The Wall Street Journal on the date of such claim.

19.4 Defense of Third Party Claims. In the event of the assertion or commencement by any Indemnitee of any claim or legal proceeding with respect to which any Indemnitee may be entitled to indemnification hereunder, the procedure set forth below shall be followed.

19.4.1 Notice. Purchaser shall give prompt written notice to Seller and Owners of the commencement of any such action for which indemnity may be sought; *provided, however,* that any failure on the part of Purchaser to so notify Seller and Owners shall not limit any of the obligations of Seller or Owners under this section unless the ability to defend such claim is materially prejudiced by such failure or delay. The Indemnification Period shall be tolled solely with respect to a particular claim for the period beginning on the date Seller and Owners receive written notice of that claim until the final resolution of such claim so long as such claim is made within the Indemnification Period.

19.4.2 Defense of Claim. The Indemnitee shall have the right to be represented by counsel of its choice and to defend or otherwise control the handling of any claim, or legal proceeding for which indemnity is sought. If the Indemnitee does not elect to defend or otherwise control the handling of any claim, the Indemnitor shall have the right to choose appropriate legal counsel to defend the claim subject to the consent of Indemnitee, which consent shall not be unreasonably withheld, and to defend or otherwise control the handling of the claim or legal proceeding for which indemnity is sought. If the Indemnitee so proceeds with the defense of any such claim or legal proceeding:

(a) all expenses relating to the defense of such claim or legal proceeding (whether or not incurred by the Indemnitee) shall be borne and paid exclusively from and out of the Escrow Fund;

(b) the Owners and Seller shall make available to the Indemnitee any non-privileged documents and materials in the possession or control of the Owners or Sellers that may be necessary to the defense of such claim or legal proceeding except for documents or materials which are sealed by a court order;

(c) the Indemnitee shall keep Seller and Owners informed of all material developments and events relating to such claim or legal proceeding;

(d) Seller and Owners shall have the right to participate in the defense of such claim or legal proceeding at his or her sole cost and expense; and

(e) the Indemnitee shall have the right to settle, adjust or compromise such claim or legal proceeding with the written consent of Seller; *provided, however,* that Seller shall not unreasonably withhold such consent.

20. Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and signed by the party giving such notice and shall be deemed to have been duly given or made; if by hand, immediately upon delivery with receipt acknowledged; if by telecopier or similar electronic device, two (2) hours after sending, provided it is sent on a business day, but if not, then immediately upon the beginning of the first business day after being sent if confirmed by evidence or confirmation of receipt; if by Federal Express, Express Mail or any other overnight delivery service, on the first business day after dispatch with proof of delivery by such service; and if mailed by certified mail, return receipt requested, three (3) business days after mailing. All notices, requests, and demands are to be given or made to the parties at the following addresses (or to such other address as either party may designate by notice in accordance with the provisions of this paragraph):

if to Purchaser: All Bases Covered, Inc.
1001 Marshall Street, Suite 200
Redwood City, California 94063
Fax: (650) 298-0801
Attention: Chief Executive Officer

with a copy to: Gray, Cary, Ware & Freidenrich
400 Hamilton Avenue
Palo Alto, CA 94304
Fax: (650) 327-3699
Attention: Sally Rau

if to Seller: All Systems Go, Inc.
6031 Culligan Way
Minneapolis, Minnesota 55345
Attention: Ronald W. Esau

if to Owners: ASG Holdings, LLC
6031 Culligan Way
Minneapolis, Minnesota 55345
Attention: Ronald W. Esau

with a copy to: Maslon Edelman Borman & Brand, LLP
90 South Seventh Street
Suite 3300
Minneapolis, Minnesota 55435
Attention: Joseph Alexander, Esq.

or to such other addresses the parties may notify each other in accordance with this Section. Such notices shall be deemed given when sent as set forth above.

21. Entire Agreement and Modifications. This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written. There are no other agreements between the parties, in connection with the subject matter herein, except as specifically set forth herein. No supplement, modification or termination of this Agreement shall be binding unless executed in writing by the party thereto to be bound.

22. Waivers. Any term or condition of this Agreement may be waived by a party to this Agreement only if that party signs a writing to such effect. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, irrespective of similarity, or shall constitute a continuing waiver unless otherwise expressly provided.

23. Assignment. This Agreement and each and every covenant, term and condition herein is binding upon and inures to the benefit of the parties hereto and their respective successors (including any succeeding owners of the Shares), but neither this Agreement nor any rights or obligations hereunder may be assigned, directly, indirectly, voluntarily or by operation of law, by either party without the prior written consent of the other.

24. Applicable Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of California, exclusive of the body of law known as conflicts of law. Each of the parties hereto expressly submits to jurisdiction in any state or federal court located in the State of California and waives any claim of improper jurisdiction or lack of venue in connection with any claim or controversy which may be brought in connection with this Agreement. Each party hereby agrees that such courts, as applicable, shall have *in personam* jurisdiction with respect to such party, and such party hereby submits to the personal jurisdiction of such courts. Should a court or other body of competent jurisdiction determine that any term or provision of this Agreement is excessive in scope or duration or is unenforceable, then the parties agree that such term or provision shall not be voided or made unenforceable, but rather shall be modified so as to be enforceable to the maximum extent possible, in accordance with the purposes stated in the preceding sentence and with applicable law, and all other terms and provisions of this Agreement shall remain valid and fully enforceable.

25. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled. The "prevailing party" means the party determined by the court or arbitration panel to have most nearly prevailed, even if such party did not prevail in all matters, and not necessarily the one in whose favor a judgment or award is rendered.

26. Construction of Agreement. This Agreement has been negotiated by the respective parties hereto and their attorneys and the language of this Agreement shall not be construed otherwise for or against any party hereto.

27. Pronouns, etc. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the persons or person may require.

28. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

29. Execution and Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Each party hereto shall receive a duplicate original of the counterpart copy or copies executed by such party. The parties agree that the closing may occur upon exchange of facsimile copies of this agreement, provided that only originally signed copies of this Agreement shall be deemed an original.

IN WITNESS WHEREOF, the parties have hereto caused this Purchase Agreement to be executed individually or by their duly authorized representatives, all as of the date first above written.

SELLER

PURCHASER

ALL SYSTEMS GO, INC.

ALL BASES COVERED, INC.

By: Ronald W. Esau
Ronald W. Esau, CEO

By: _____
Stephen J. Lewis, CEO

OWNERS

Ronald W. Esau
Ronald W. Esau

Daniel L. Sundin
Daniel L. Sundin

EXHIBIT A**Certain Assets To Be Transferred To All Bases Covered****Lease To Be Assumed By All Bases Covered:**

Lessor	Space	Location	Mo. Payment	Deposit	Term	End Terms	Start Date	End Date
Mebco	5440 Sq Ft.	6031 Culligan Way Minnetonka, MN 55345	\$4,873.33	\$3,853.33	56 Mo	1/31/01	3/15/96	1/31/01

Purchaser will make all commercially reasonable efforts to secure the Landlord's consent to assume both space leases from Seller. In the event Seller does not receive Landlord consent, Purchaser agrees to hold harmless Seller and Owners from any and all damages caused by any such lease assumption(s) without consent, and Purchaser further agrees to defend Seller and Owners against any legal proceeding(s) which may be brought against Seller or Owners or both, arising out of any or all of such assumption(s) without consent and to hold harmless Seller and Owners from any judgment or cost arising out of any such legal proceeding.

a) Other Leases or Contracts to Be Assumed By All Bases Covered:

Vendor	Reason	Annual Amount	Monthly Amount	Purchaser Responsibility
None				

b) Monthly /on-going Expenses To Be Assumed By All Bases Covered:

Vendor	Reason	Monthly Amount	Purchaser Responsibility
Qwest	Telephone lines	\$750.15	100%
	Yellow Pages	\$71.60	
	ISDN Lines	\$130.36	
	Analog "back door"	\$57.34	
US West	Frame Relay	\$390.32	100%
Directel	After Hours Paging	\$35.00	100%
Glenwood Water	Drinking Water Service	\$39.58	100%
Classic Cleaning	Weekly Office Cleaning	\$239.63	100%
Waste Management	Garbage Service	\$87.71	100%
PoppTel	Long Distance Telephone	~\$48.76	100%
Total		\$1,850.45	

c) Pre-Paid Revenue and/or Service Warranty Liabilities To Be Assumed by All Bases Covered:

Customers	Unused Amount	Unused Hours (11/20/00)	Hourly Rate
American Academy of Neurology	\$2,148.25	24.4	\$88/\$135
CNS	\$1,404.00	13.0	\$108
Deli Express/ E. A. Sween Co,	\$2,349.50	26.7	\$88
Environmental Strategies Corp	\$2,061.51	23.4	\$88
Family Network	\$2,268.00	24.5	\$92
Focus Market Research	\$664.32	7.5	\$88/135
Guy Carpenter & Co.	\$2,050.68	25.9	\$79
JMC One of Edina, Inc.	\$2,831.03	35.4	\$80
Job Boss Software	\$495.00	4.1	\$120
McGlynn Bakeries	\$1,812.11	20.6	\$88/\$108
Sahara Investments	\$1,268.25	12.8	\$99
St. Mark's Cathedral	\$770.00	6.4	\$120
Washburn Child Guidance	\$1,915.75	24.2	\$79
Total	\$22,038.40	248.9	

EXHIBIT B
Physical Assets To Be Assumed by All Bases Covered.

Qty	Item	Description/Model
1	Laser printer	HP Laserjet 4
1	Laser printer	HP Laserjet 4 Plus
1	Printer	HP Deskjet 2000C
1	Router	Cisco 1605R
1	Server	3-Com Superstack 1500 Remote Assess Server - Main
1	Server	3-Com Superstack 1500 Remote Assess Server - Exp.
3	ISDN module	3-Com ISDN BRI Modules (two lines per)
1	PC	Compaq Proliant 3000 PII-450, 9G HD
1	Phone System - Main Chassis	Toshiba Strata DK280 DKSUB280A Main Chassis
1	Phone System - Expansion Chassis	Toshiba Strata DK280 Phone System - DKSUE280A Expansion Chassis
20	Digital Telephones	Toshiba DKT-2010-SD Digital Telephones
1	Receptionist Digital Telephone	Toshiba Receptionist Digital Telephone
20	Office Cubicles	Herman Miller Office Cubicles - Deluxe wood finish with glass window partitions
8	Office Cubicle System	Office Cubicle System
20	Office Chairs	Office Chairs
6	Locking Office Cabinets	Locking Office Cabinets
1	Refrigerator	
1	Accounting software	SBT Pro 5.0i Accounting software
1	Pop Machine	

EXHIBIT C

Calculation of Purchase Share Adjustments

Expected Services Revenues

The *Expected Services Revenues* from the Customer List is \$2,996,400.00 in the 12 months from the date hereof. Only revenues from fee-for-services, or services revenues are included in *Expected Services Revenues*.

Purchase Share Adjustments

Cumulative actual (services) revenues earned will be measured after 12 months and compared to the *Expected Services Revenue*. For purposes of calculating the purchase share adjustment, actual revenues shall be measured based on the date services are performed, regardless of when billed or collected (the "Actual Service Revenues"). All the shares will be released if the *Expected Services Revenues* objective is met. If the Actual Service Revenues fall short of *Expected Services Revenues* then the pro rata difference will be deducted from the total share price and that number of shares returned to Purchaser.

For example: Assume 414,496 shares delivered as the purchase price, with approximately 36% delivered at closing and approximately 64% withheld as the holdback, and Seller has agreed to deliver Expected Service Revenues of \$2,996,400. At the end of 12 months, Actual Service Revenues were \$2,247,300, which is equal to 75% of the Expected Service Revenues. In this example, Seller would receive from the total purchase price 310,872 shares or 75% of the maximum possible shares. The Seller received 148,324 shares at Closing (36% of the total), and would receive an additional 162,548 shares from the escrow when it is released, assuming no claim for indemnification is made against the escrow.

Actual Service Revenues will be in accordance with Generally Accepted Accounting Principles, as service revenue less deductions for credits and write-offs of revenues (such that revenues are determined on a proper accrual basis, but that credits and write-offs are only deducted once in the determination of Net Revenue). Purchaser shall provide to Seller monthly reports detailing the total amount of Service Revenue earned as of the end of each month. As soon as practicable, but in any event within fifteen (15) days of the end of the one year anniversary of the date of this Agreement, Purchaser shall

provide Seller with its calculation of the Actual Services Revenues for the 12 month period, together with its calculation of the distribution of the Holdback. Seller has fifteen (15) days to contest Purchaser's calculation of the Actual Services Revenues and request an audit of Purchaser's records. If Purchaser and Seller are unable to resolve all of their disagreements with respect to the final Actual Services Revenues within five (5) days following Seller's notice of disagreement, they shall refer their remaining differences to the independent public accountants retained by Purchaser to audit its year end accounts, which shall, acting as experts and not as arbitrators, determine, and only with respect to the remaining differences so submitted, whether Actual Services Revenues as submitted by Purchaser requires adjustment.

In addition, if any of the Thirteen (13) former employees of Seller who are in ABC Associate Consultant, Consultant, Senior Consultant or Account Executive positions (and excluding Ron Esau and Dan Sundin) has voluntarily terminated his or her employment with Purchaser or Purchaser has terminated any of such seventeen former employees of Seller for "cause" as defined in Exhibit D hereto, in the prior twelve months, then Twenty-Four Thousand Eighty-Eight 24,088 shares per each so terminated employee shall be deducted from the Escrow Shares. Up to Two (2) such former employees may be deducted before such deduction is made.