

Form PTO-1594 (Rev. 06/04)
OMB Collection 0851-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Network Catalyst, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) California

Execution Date(s) September 17, 2004

Additional name of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Asset Purchase Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: MTM Technologies, Inc.

Internal Address: _____

Address: _____

Street Address: 850 Canal Street

City: Stamford

State: Connecticut

Country: USA Zip: 06902

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship New York

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78/087845

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

SECUREWATCH

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Becky Troutman

Internal Address: Thelen Reid & Priest LLP

Street Address: P.O. Box 190187

City: San Francisco

State: California Zip: 94119

Phone Number: 415-369-7367

Fax Number: 415-369-8731

Email Address: btroutman@thelenreid.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 500918

Authorized User Name Becky Troutman

9. Signature: *Becky L. Troutman*
Signature

December 17, 2004

Date

Total number of pages including cover sheet, attachments, and document: 10

Becky L. Troutman
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK #908120 v1

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ASSET PURCHASE AGREEMENT

BY AND AMONG

WILLIAM CORBIN

ROCCI J. DELLA MAGGIORE

NETWORK CATALYST, INC.

AND

MTM TECHNOLOGIES, INC.

DATED AS OF SEPTEMBER 17, 2004

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the 17th day of September, 2004, by and among William Corbin, a natural person ("Corbin"), Rocci J. Della Maggiore, a natural person ("Maggiore" and together with Corbin, each a "Shareholder" and collectively, the "Shareholders"), Network Catalyst, Inc., a California corporation ("Seller"), and MTM Technologies, Inc., a New York corporation ("Purchaser").

WHEREAS, the Shareholders are the record and beneficial owners of all of the issued and outstanding capital stock of Seller;

WHEREAS, Seller presently conducts a business of providing information technology security, convergence and infrastructure (the "Business");

WHEREAS, on the terms and subject to the conditions contained in this Agreement, Seller desires to sell, transfer, and assign to Purchaser, and Purchaser desires to purchase from Seller, all of the Purchased Assets (as hereinafter defined);

WHEREAS, on the terms and subject to the conditions contained in this Agreement, Seller wishes to assign to Purchaser, and Purchaser is willing to assume, the Assumed Liabilities (as hereinafter defined);

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

ARTICLE I. PURCHASE OF ASSETS

1.1 Purchase and Sale of Assets. On the terms and subject to the conditions hereof, at the Closing (as hereinafter defined), Seller will sell, transfer, convey, assign, and deliver to Purchaser, and Purchaser will purchase and accept, all right, title, and interest of Seller, in and to all rights, properties, and assets of every kind, character, and description, wherever located and whether tangible or intangible, real or personal, or fixed or contingent, of Seller used or useful in connection with the conduct of the Business or otherwise arising out of the conduct of the Business, in each case free and clear of all mortgages, liens, pledges, security interests, charges, claims, restrictions, and encumbrances of any nature, including licenses, pledges, defect or objection liens, conditional and installment sales agreements, easements, encroachments, or restrictions of any kind and other title or interest retention arrangements, reservations, or limitations of any nature whatsoever (collectively, "Liens") except Permitted Liens (as hereinafter defined), including the rights, properties, and assets described in this Section 1.1 (collectively, the "Purchased Assets") but not including the Excluded Assets:

1.1.1 Accounts Receivable. Subject to Section 1.2.2, all accounts or notes receivable of, and any other amounts due to, Seller arising out of the operation of the Business, including such of the foregoing as are listed on Schedule 1.1.1;

1.1.2 Contract Rights. All rights and incidents of interest as of the date hereof in and to all contracts, agreements, leases, licenses, joint ventures, purchase orders (as vendor or

purchaser), commitments, and other agreements and arrangements, whether oral or written of Seller used or useful in the Business (collectively, "Contracts"), including such of the foregoing as are described on Schedule 5.1.11(a);

1.1.3 Inventories and Stores and Supplies. All raw materials, components, work-in-process, finished products, packaging materials, stores and supplies, spare parts, and samples (collectively, "Inventories"), wherever located, including such of the foregoing as are listed on Schedule 1.1.3;

1.1.4 Tangible Personal Property. All machinery and equipment, maintenance parts, furniture, fixtures, vehicles, leasehold improvements, and all other tangible personal property, wherever located, including the tangible personal property listed on Schedule 1.1.4 (collectively, the "Tangible Personal Property");

1.1.5 Manufacturers' and Vendors' Warranties. All rights under manufacturers' and vendors' warranties relating to items included in the Purchased Assets and all similar rights against third persons relating to items included in the Purchased Assets, including such of the foregoing as are listed on Schedule 1.1.5;

1.1.6 Intellectual Property. All right, title, and interest in and to all domestic and foreign letters patent, patents, patent applications, patent licenses, software licenses, know-how licenses, trade names, trademarks, registered copyrights, service marks, trademark registrations and applications, service mark registrations and applications, and copyright registrations and applications, owned or used by Seller in the operation of the Business, including those listed or described on Schedule 1.1.6, and all trade secrets, technical knowledge, know-how, and other confidential proprietary information and related ownership, use, and other rights of Seller (collectively, the "Intellectual Property");

1.1.7 Real Property. The rights and incidents of interests of Seller as lessee in and to all real property leases (the "Real Property Leases") listed or described on Schedule 5.1.15(b) in accordance with Section 5.1.15(b), and all of Seller's rights as of the Closing in all of the structures, fixtures, and improvements located thereon (the "Leased Real Property" or, the "Real Property");

1.1.8 Governmental Licenses, Permits, and Approvals. All rights and incidents of interest of Seller in and to all licenses, permits, franchises, authorizations, orders, registrations, certificates, variances, approvals, and similar rights (collectively, "Permits") issued by any domestic or foreign court, government, governmental agency, authority, entity, or instrumentality ("Governmental Entity") that relate primarily to the Business, including such of the foregoing as are listed in Schedule 1.1.8;

1.1.9 Books and Records. All the books and records of Seller, including all books and records relating to employees, the purchase of materials, supplies, and services, financial, accounting, and operations matters, product, research and development, manufacture and sale of products, and all customer and vendor lists relating to the operation of the Business and all files and documents (including credit information) relating to customers and vendors of

the Business (provided that Seller may keep duplicate copies of any records required to be retained by Seller under applicable Law);

1.1.10 Seller's Name. All Seller's rights to the name Network Catalyst, Inc., and any derivatives thereof;

1.1.11 Prepaid Items. All prepaid items, deposits, costs, and fees ("Prepaid Items") including such of the foregoing as are listed on Schedule 1.1.11;

1.1.12 Cash. All cash and cash equivalents in transit, on hand and/or in banks other than cash constituting the Cash Consideration, as hereinafter defined ("Cash");

1.1.13 Insurance. All contracts of insurance of Seller ("Insurance Contracts");
and

1.1.14 Miscellaneous Assets. Except for Excluded Assets (as hereinafter defined), such other rights, properties, and assets owned by Seller, wherever located, that are (a) reflected on the Interim Balance Sheet (as hereinafter) or were acquired subsequent to the Interim Balance Sheet Date or (b) are listed or described in Schedule 1.1.14.

1.2 Excluded Assets. Notwithstanding anything contained in this Agreement to the contrary, the following rights, properties, and assets (collectively, the "Excluded Assets") will not be included in the Purchased Assets:

1.2.1 Ordinary Course of Business Dispositions. All of the Inventories which have been sold, transferred, consumed, or otherwise disposed of by Seller prior to the Closing;

1.2.2 Indebtedness and Accounts Receivables of Nvision.com. All indebtedness of Nvision.com, Inc. ("Nvision"), Nvision Software Technologies, LLC ("Nvision Software"), Network Catalyst Software, LLC ("Network Software" and together with Nvision, Nvision Software and any Affiliate of any thereof (other than Seller), the "Nvision Companies", collectively) and any other Affiliate of Seller or any Nvision Companies, owed to Seller, including, but not limited to indebtedness evidenced pursuant to any and all promissory notes (or other forms of indebtedness) issued to Seller by any of the Nvision Companies on or before the Closing Date, accounts receivable which are payable and owed to Seller by any of the Nvision Companies on or before the Closing Date or any investments made by the Seller in any of the Nvision Companies.

1.2.3 Contracts Terminated in the Ordinary Course of Business. All Contracts that have terminated or expired prior to the Closing;

1.2.4 Corporate Documents. Seller's corporate seal, minute books, charter documents, corporate stock record books, and such other books and records as pertain to the organization, existence, or share capitalization of Seller and duplicate copies of such records included in the Purchased Assets as are necessary to enable Seller to file its tax returns and reports or as are otherwise required to be retained by Seller under applicable Law, and any other records or materials relating to Seller generally and not involving or relating to the Purchased Assets or the operation or operations of the Business;

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

THE SHAREHOLDERS

By: William Corbin
Name: William Corbin

By: _____
Name: Rocci J. Della Maggiore

NETWORK CATALYST, INC.

By: William Corbin
Name: William Corbin
Title: Chief Executive Officer

MTM TECHNOLOGIES, INC.

By: Francis J. Alfano
Name: Francis J. Alfano
Title: Chief Executive Officer

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

THE SHAREHOLDERS

By: _____
Name: William Corbin

By: 
Name: Rocci J. Della Maggiore

NETWORK CATALYST, INC.

By: _____
Name: William Corbin
Title: Chief Executive Officer

MTM TECHNOLOGIES, INC.

By: _____
Name: Francis J. Alfano
Title: Chief Executive Officer

IN WITNESS WHEREOF, the individuals set forth below have executed and delivered this Agreement solely for the purposes of agreeing to be bound by the terms and provisions of Section 12.18 as of the date first above written.

By: Michelle Elizabeth Corbin
Name: Michelle Elizabeth Corbin

By: _____
Name: Anne Louise Della Maggiore

IN WITNESS WHEREOF, the individuals set forth below have executed and delivered this Agreement solely for the purposes of agreeing to be bound by the terms and provisions of Section 12.18 as of the date first above written.

By: _____
Name: Michelle Elizabeth Corbin

By: *Anne Louise Della Maggiore*
Name: Anne Louise Della Maggiore

Fax Machines

Any of the following Furniture & Fixtures located at the Facilities:

Desks

Chairs

Cabinets

Bookcases

Racks

Cubicles

Any of the following Leasehold Improvements located at the Facilities:

A/C

Cabling

Schedule 1.1.5 Manufacturers' and Vendors' Warranties

None Applicable

Schedule 1.1.6 Intellectual Property

SECUREWATCH trademark application (action on this application is suspended)

NETWATCHPRO trademark application (this application has been abandoned)

Schedule 1.1.8 Governmental Permits

None Applicable

Schedule 1.1.11 Prepaid Items

Co-op Reimbursement - \$4,900 - claim with Nortel

Franchise Tax Board - \$14,341 - expect refund upon filing of 2003 return

Prepaid Rents - \$24,432 - Irvine, El Segundo, Ventura, Bakersfield

Insurance - \$14,047 - renewal down payment

Nortel SPP Program - \$13,125 - expiration 03/12/05

Concord Annual Maintenance - \$9,642.19 - expiration 11/29/04

2003 Sales Tax Audit - \$14,064.83 - uncollected from customers

Schedule 1.1.14 Miscellaneous Assets**Deposits**

Reynolds Business Park \$14,998

Pacific Corporate Towers \$9,589

AMPCO - parking Pacific Corporate Towers \$380

Arden Realty \$1,391

Park Plaza Executive Suites \$535

Stockdale Tower Executive Office \$750

Hawthorne USD Bid Bond \$10,000

ORCA Charter \$3,000