

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Assignee previously recorded on Reel 002990 Frame 0491. Assignor(s) hereby confirms the Stock Purchase Agreement.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ServCom Associates, Inc.		08/27/2003	CORPORATION: MINNESOTA

**RECEIVING PARTY DATA**

<b>Name:</b>	Overland Solutions, Inc.
<b>Street Address:</b>	11880 College Boulevard
<b>Internal Address:</b>	Suite 400
<b>City:</b>	Overland Park
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66210
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	78255606	AUDITDESK

**CORRESPONDENCE DATA**

**Fax Number:** (816)292-2001  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Email:** ipdocketing@lathrogpage.com  
**Correspondent Name:** Gerald M. Kraai  
**Address Line 1:** 10851 Mastin Boulevard  
**Address Line 2:** Building 82, Suite 1000  
**Address Line 4:** Overland Park, KANSAS 66210-1669

<b>ATTORNEY DOCKET NUMBER:</b>	424431
<b>NAME OF SUBMITTER:</b>	Aimee Britt
<b>Signature:</b>	/aimee britt/

CH \$40.00 78255606

Date:

10/12/2005

**Total Attachments: 11**

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**OVERLAND SOLUTIONS, INC.  
ACQUISITION  
OF  
SERVCOM ASSOCIATES, INC.**

**AUGUST 28, 2003**

**PARTIES:**

ServCom Associates, Inc.	("ServCom")
Overland Solutions, Inc.	("Overland")
Wells Fargo Minnesota, National Association	("Bank")
Dennis Brandanger	("Brandanger")
William Johnson	("Johnson")
Lois Hill-Walters	("Walters")
Warren Aldrich	("Aldrich")
Michael Nahlovsky	("Nahlovsky")
(Brandanger, Johnson, Walters, Aldrich and Nahlovsky collectively the "Sellers")	
Fredrikson & Byron, P.A.	("F&B")
Lathrop & Gage L.C.	("Lathrop")

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# STOCK PURCHASE AGREEMENT

**THIS STOCK PURCHASE AGREEMENT ("Agreement")** is made as of August 27, 2003, by Overland Solutions, Inc., a Delaware corporation ("**Buyer**"), Dennis J. Brandanger, an individual resident in Minnesota ("**Brandanger**"), William Johnson, an individual resident in Minnesota ("**Johnson**"), Lois Hill-Walters, an individual resident in Minnesota ("**Walters**"), Warren Aldrich, an individual resident in Iowa ("**Aldrich**") and Michael E. Nahlovsky, an individual resident in Minnesota ("**Nahlovsky**") and, collectively with Brandanger, Johnson, Walters and Aldrich, "**Sellers**").

## RECITALS

Sellers desire to sell, and Buyer desires to purchase, all of the issued and outstanding shares (the "**Shares**") of capital stock of ServCom Associates, Inc., a Minnesota corporation (the "**Company**"), for the consideration and on the terms set forth in this Agreement.

## AGREEMENT

The parties, intending to be legally bound, agree as follows:

### ARTICLE 1. DEFINITIONS

For purposes of this Agreement, the following terms have the meanings specified or referred to in this Section 1:

- 1.1 "**2002 Audit**" has the meaning set forth in Section 3.4.
- 1.2 "**Adjustment Amount**" means fifty percent (50%) of the Net Excess Cash in excess of four hundred thirty-nine thousand, six hundred fifty-seven and 00/100 dollars (\$439,657.00) remaining in the Company. "**Net Excess Cash**" is to be calculated by netting the liabilities for the non-competition agreement (excluding any liability for the non-competition agreements executed at the Closing), Sellers' notes payable, long term debt including the current portion and any other liabilities to Sellers from all surplus cash inclusive of Sellers' accounts receivables. A computation of the Adjustment Amount utilizing May 31, 2003 amounts from the Company's balance sheet is attached hereto as Schedule 1.2.
- 1.3 "**Applicable Contract**" means any Contract (a) under which the Company has or may acquire any rights, (b) under which the Company has or may become subject to any obligation or liability, or (c) by which the Company or any of the assets owned or used by it is or may become bound.
- 1.4 "**Balance Sheet**" has the meaning set forth in Section 3.4.
- 1.5 "**Best Efforts**" means the commercially reasonable efforts that a prudent Person desirous of achieving a result would use in similar circumstances to ensure that such result is achieved as expeditiously as possible.

1.53 "**Threatened**" means a claim, Proceeding, dispute, action, or other matter will be deemed to have been "**Threatened**" if any demand or statement has been made (orally or in writing) or any notice has been given (orally or in writing) that such a claim, Proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

## ARTICLE 2. SALE AND TRANSFER OF SHARES; CLOSING

2.1 Shares. Subject to the terms and conditions of this Agreement, at the Closing, Sellers will sell and transfer the Shares to Buyer, and Buyer will purchase the Shares from Sellers.

2.2 Purchase Price. The purchase price (the "**Purchase Price**") for the Shares will be Sixteen Million and 00/100 Dollars (\$16,000,000.00) plus the Adjustment Amount, if any.

2.3 Closing. The purchase and sale (the "**Closing**") provided for in this Agreement will take place at the offices of Fredrikson & Byron, P.A. at 4000 Pillsbury Center, 200 South Sixth Street, Minneapolis, Minnesota, 55402, at 9:00 a.m. (local time) on August 28, 2003, or at such other time and place as the parties may agree. Subject to the provisions of Article 9, failure to consummate the purchase and sale provided for in this Agreement on the date and time and at the place determined pursuant to this Section 2.3 will not result in the termination of this Agreement and will not relieve any party of any obligation under this Agreement.

2.4 Pre-Closing. On the day preceding the Closing, Buyer shall advance the amounts set forth on Schedule 2.4 to Sellers by wire transfer per Sellers' instructions. Each of the Sellers shall execute and deliver to Buyer:

(a) a promissory note in the form attached hereto as Exhibit 2.4(a) for the amount specified in Schedule 2.4;

(b) a corresponding guaranty agreement in the form as Exhibit 2.4(b) executed by each of the other Sellers guarantying the payment of the promissory note to Buyer; and

(c) the bonus plan assumption agreement in the form of Exhibit 2.4(c).

Sellers shall immediately contribute the amount specified in Schedule 2.4 to the Company as an additional capital contribution. The Company shall utilize such funds to satisfy the Company's obligations under the Bonus Plan for certain employees more particularly described in Schedule 3.13. In the event the Closing does not occur, Sellers shall, upon demand of Buyer, pay the promissory notes executed and delivered by Sellers pursuant to this Section 2.4.

2.5 Closing Obligations. At the Closing:

(a) Sellers will deliver to Buyer:



(i) certificates representing the Shares, duly endorsed (or accompanied by duly executed stock powers), with signatures for transfer to Buyer;

(ii) releases in the form of Exhibit 2.5(a)(ii) executed by Sellers described in Schedule 3.13 (collectively, "**Sellers' Releases**");

(iii) termination agreement in the form of Exhibit 2.5(a)(iii) of the shareholder agreements and other agreements described in Exhibit 2.5(a)(iii) (the "**Termination Agreement**");

(iv) employment agreements in the form of Exhibit 2.5(a)(iv), executed by Sellers (collectively, "**Employment Agreements**");

(v) subscription agreements in the form of Exhibit 2.5(a)(v) executed by Brandanger, Johnson and Nahlovsky (collectively, the "**Subscription Agreements**"); and

(vi) a certificate executed by Sellers representing and warranting to Buyer that each of Sellers' representations and warranties in this Agreement was accurate in all respects as of the date of this Agreement and is accurate in all respects as of the Closing Date as if made on the Closing Date (giving full effect to any supplements to the representations under this Agreement that were delivered by Sellers to Buyer prior to the Closing Date in accordance with Section 5.5); and

(b) Buyer will deliver to Sellers:

(i) the amount set forth on Schedule 2.5(b) plus the Adjustment Amount as determined in accordance with the procedures described in Section 2.6 by wire transfer per Sellers' instructions in the amounts and in the percentages set forth in Schedule 2.5(b);

(ii) the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) to the escrow agent referred to in Section 2.5(c) by wire transfer;

(iii) an agreement with each of the Sellers indicating that the promissory notes described in Section 2.4 have been satisfied;

(iv) a certificate executed by Buyer to the effect that each of Buyer's representations and warranties in this Agreement was accurate in all respects as of the date of this Agreement and is accurate in all respects as of the Closing Date as if made on the Closing Date;

(v) the Employment Agreements, executed by Buyer; and

(vi) the Subscription Agreements, executed by Buyer.

(c) Buyer and Sellers will enter into an escrow agreement in the form of Exhibit 2.5(c) (the "**Escrow Agreement**") with Wells Fargo Bank Minnesota, National Association, as escrow agent.

2.6 Determination of the Adjustment Amount. Two (2) days prior to the Closing, Sellers shall deliver to Buyer a reconciliation of the Company's bank accounts and a preliminary determination of the Net Excess Cash. At the Closing, the parties shall determine the final Net Excess Cash by adjusting the tentative Net Excess Cash and the Adjustment Amount calculation for any transaction that may have occurred on the day prior to the Closing. Such determination of the Adjustment Amount shall be final and binding upon the parties unless within thirty (30) days after the Closing Date Buyer notifies Sellers of Buyer's objection in the calculation of the Adjustment Amount. Upon receipt of such notice, Sellers shall have ten (10) business days to attempt to resolve such disputed amount with Buyer. If the dispute cannot be resolved within such ten (10) business days, or such longer period as the parties may agree, then the issue(s) in dispute will be submitted to Ernst & Young LLP, certified public accountants (the "**Accountants**"), for resolution. If the issues in dispute are submitted to the Accountants for resolution, (i) each party will furnish to the Accountants such workpapers and other documents and information relating to the disputed issues as the Accountants may request and are available to the party, and each party will be afforded the opportunity to present to the Accountants any material relating to the determination and to discuss the determination with the Accountants; (ii) the determination by the Accountants, as set forth in a notice delivered to both parties by the Accountants, will be binding and conclusive on the parties; and (iii) Buyer and Sellers will each bear fifty percent (50%) of the fees of the Accountants for such determination. Any difference to the Adjustment Amount shall be paid to Buyer or Sellers, as the case may be, within ten (10) days of receiving the Accountants' determination.

### **ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF SELLERS**

Sellers represent and warrant to Buyer as follows:

3.1 Organization and Good Standing. Schedule 3.1 of this Agreement contains a complete and accurate list for the Company of its jurisdiction of incorporation, other jurisdictions in which it is authorized to do business, and its capitalization (including the identity of each stockholder and the number of shares held by each). The Company is a corporation duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation, with full corporate power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under Applicable Contracts. The Company is duly qualified to do business as a foreign corporation and is in good standing under the laws of each state or other jurisdiction in which either the ownership or use of the properties owned or used by it, or the nature of the activities conducted by it, requires such qualification and the failure to so qualify would have a material adverse effect on the Company.

3.2 Authority; No Conflict. The Company and the Sellers have the power and authority to execute and deliver this Agreement and the other agreements and documents contemplated by this Agreement to which it, he or she is a party and to carry out its or his or her obligations hereunder and thereunder, as the case may be. Except as provided in Schedule 3.2,

penalties, or other amounts, however designated, for failure to comply with any of the foregoing Legal Requirements.

3.22 Intellectual Property. Schedule 3.22 contains a complete and accurate list (including registration numbers and dates of filing, renewal, and termination) of all registered trademarks, patents, tradenames, and service marks, all registrations and applications for any of the foregoing, and other intellectual property owned by the Company or in which the Company has an interest (collectively with software, trade secrets, know-how, copyrights and other material intellectual property, the "**Intellectual Property**"). Except as set forth in Schedule 3.22, (a) all of the Intellectual Property is valid and is owned by the Company free and clear of all liens, encumbrances, or claims whatsoever; none of the Company's rights in or use of such Intellectual Property infringes on the rights of others or has been, or to Sellers' or the Company's Knowledge, is currently being Threatened to be, challenged; (b) all of the Intellectual Property registrations have been duly issued and have not been canceled, abandoned, or otherwise terminated; (c) all of the Intellectual Property applications have been duly filed with the appropriate authorities; and (d) no consents or approvals of any person are necessary to sell, convey, transfer, assign, and deliver any of the Intellectual Property to Buyer. Except as set forth in Schedule 3.22, the Company owns or has the right to use all of the Intellectual Property necessary to conduct its operations and business and there is no pending claim, or to Sellers' and the Company's Knowledge, any basis for any claim, that it has infringed any intellectual property of any other person or that any other person has infringed any of the Intellectual Property. Except as set forth in Schedule 3.22 hereto, no third party has been permitted or licensed to use any of the Intellectual Property and no royalties or other fees are payable to any third party with respect to any of the Intellectual Property. The Company has used reasonable commercial efforts to safeguard and protect the confidentiality of its trade secrets. There has been no violation of the Company's trade secret protection practices and procedures by any person or the misappropriation of any trade secret by any person. There exist no facts or circumstances which would (i) render any of the trade secrets presently invalid and unprotectable, (ii) cause any trade secret to become part of the public domain, or (iii) result in any trade secret being used, divulged, or appropriated for the benefit of any past or present employee or other person.

3.23 Certain Payments. Since December 31, 1998, neither the Company nor director, officer, agent, or employee of the Company, or any other Person acting for or on behalf of the Company, has directly or indirectly in violation of any Legal Requirement (a) made any contribution, gift, bribe, rebate, payoff, influence payment, kickback, or other payment to any Person, private or public, regardless of form, whether in money, property, or services (i) to obtain favorable treatment in securing business, (ii) to pay for favorable treatment for business secured, or (iii) to obtain special concessions or for special concessions already obtained, for or in respect of the Company or any Affiliate of the Company; (b) established or maintained any fund or asset that has not been recorded in the books and records of the Company.

3.24 Disclosure.

(a) No representation or warranty of Sellers in this Agreement and no statement in this Agreement omits to state a material fact necessary to make the

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

"Buyer":

OVERLAND SOLUTIONS, INC.

By *Jeff Bomb*  
Name: *Garrett R. Burt III*  
Title: *VP & General Counsel*

"Sellers":

*Dennis J. Brandanger*  
Dennis J. Brandanger  
*William Johnson*  
William Johnson  
*Michael E. Nahlovsky*  
Michael E. Nahlovsky  
*Lois Hill-Walters*  
Lois Hill-Walters  
*Warren Aldrich*  
Warren Aldrich

**STOCK PURCHASE AGREEMENT  
BY AND AMONG  
OVERLAND SOLUTIONS, INC.,  
DENNIS J. BRANDANGER, WILLIAM JOHNSON, LOIS HILL-WALTERS,  
WARREN ALDRICH, AND MICHAEL E. NAHLOVSKY**

**SCHEDULE 3.22  
Intellectual Property**

1. U.S. federal trademark/service mark applications:

<b>MARK</b>	<b>APPLICATION NO.</b>	<b>FILING DATE</b>
SCA AUDIT SYSTEM	78-255,618	May 29, 2003
VENDORDESK	78-255,614	May 29, 2003
AUDITDESK	78-255,606	May 29, 2003

2. Domain names:

- a. sca-serv.com
- b. scaes.com

3. Trade names:

- a. The Company filed a Certificate of Trade Name for SC Associates, Inc. with the North Dakota Secretary of State on July 29, 1993.
- b. The Company does business in Nebraska under the name SC Associates, Inc.

4. Software (subject to licenses granted in Items #63 and 64 on Schedule 3.17):

- a. SCA AUDIT SYSTEM is an Excel based premium audit system for auditors to use when performing premium audits.
- b. VENDORDESK allows other audit companies to receive audit assignments electronically from the AuditDESK Management System.
- c. AUDITDESK manages an inventory of premium audits and controls the sending and receiving of audit assignments to and from field auditors via the Internet and controls the billing and auditor pay functions of the Company.