

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clifton Gunderson LLP		08/08/2005	Limited Liability Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Serenic Corporation		
Street Address:	#2200, 10060 Jasper Avenue		
City:	Edmonton, Alberta		
State/Country:	CANADA		
Postal Code:	T5J3R8		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78301734	ONECARE	
CORRESPONDENCE DATA			
Fax Number:	(805)230-0087		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	805-418-1903		
Email:	jcraft@jdtplaw.com		
Correspondent Name:	Jeffrey F. Craft, Esq.		
Address Line 1:	2815 Townsgate Road, Suite 200		
Address Line 4:	Westlake Village, CALIFORNIA 91361		
ATTORNEY DOCKET NUMBER:	32057		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

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Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Jeffrey F. Craft
Signature:	/Jeffrey F. Craft/
Date:	02/10/2006

Total Attachments: 20

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 8th day of ^{August}~~July~~, 2005, by and between SERENIC CORPORATION (or its nominee), an Alberta corporation based at #2200, 10060 Jasper Avenue, Edmonton, AB T5J 3R8 ("Purchaser"); and CLIFTON GUNDERSON LLP, a Delaware limited liability partnership based at 301 SW Adams Street, Suite 900 PO Box 1835, Peoria, IL 61656-1835 ("Vendor").

Recitals

Purchaser desires to purchase and acquire certain of the assets and business of Vendor, and Vendor is willing to sell such certain assets and business to Purchaser, upon the terms and conditions hereinafter set forth.

Agreement

In consideration of the purchase and sale of the certain assets and the promises, covenants, terms, and conditions hereinafter set forth, Purchaser and Vendor hereby agree as follows:

ARTICLE 1 DEFINITIONS

As used herein, the following terms shall have the meanings set forth below, and where said meanings are intended, the terms shall be capitalized:

1.1 "Agreement" means this Agreement, together with the Schedules 1, 2, and 3 attached hereto.

1.2 "Books and Records" means all of Vendor's books, files, documents, and records relating to the Business and Subject Assets. "Books and Records" do not include Vendor's corporate records or similar books and records.

1.3 "Business" means Vendor's entire business of manufacturing, marketing, distributing, licensing, supporting, enhancing, modifying, and further developing the Software Products for Vendor's existing customers and prospects, as further defined in *Schedule 1* attached hereto

1.4 "Closing Date" means the date on which the Closing hereunder is held. The Closing shall be held at 10:00 a.m., then current Denver time, on July 29, 2005, or at such other time or date as the parties may mutually agree upon in writing, unless delayed by a party for failure to satisfy conditions precedent to said party's obligations hereunder, in which case closing shall be held as soon as practicable after such conditions are satisfied.

1.5 "Contracts" means all of the Vendor's right, title and interest in and to the contracts, commitments, licenses, and agreements that relate to the Subject Assets as further defined in *Schedule 1* attached hereto, and all unfilled or in process purchase orders.

1.6 "Intellectual Property" means patent rights, copyrights, trademarks, trade names, service marks, domain names, trade secrets, or other proprietary or intellectual property rights, domestic and foreign, and applications for registration of any of the foregoing that relate to the Subject Assets as further defined in *Schedule 1* attached hereto.

1.7 "Internet Assets" means Vendor's web and mail hosting services, all domain names connected with the Software Products, and all software and data required to reproduce Vendor's web pages relating to the Software Products and the Business as further defined in *Schedule 1* attached hereto.

1.8 "Inventory" means all of Vendor's inventory and supplies that relates to the Business and Subject Assets, including software inventory and any other work in process, finished goods and goods held for sale to customers, and any and all other inventory and supplies, as further defined in *Schedule 1* attached hereto.

1.9 "Non-Competition Agreement" means the Non-Competition Agreement attached hereto as *Schedule 2*.

1.10 "Subject Assets" means the Vendor's assets described in *Schedule 1* attached hereto.

Article 2 Purchase and Sale of Subject Assets

2.1 Purchase and Sale. On the Closing Date, subject to the terms and conditions set forth in this Agreement, Vendor shall sell and convey the Subject Assets to Purchaser, and Purchaser shall purchase the Subject Assets from Vendor.

2.2 Purchase Price and Payment Terms. The purchase price ("Purchase Price"), to be paid by Purchaser to Vendor, shall be seventy five thousand USA dollars (US\$75,000.00) (the "Minimum Purchase Price"), plus royalties to be paid for sales of OneCare™ software systems sold through July 31, 2008 payable as follows:

- (a) Fifteen thousand dollars (US\$15,000.00) upon execution of this Agreement;

- (b) Four equal payments of fifteen thousand dollars (US\$15,000.00) to be paid on each of the dates, November 30, 2005; February 28, 2006; May 31, 2006; and August 31, 2006; and,
- (c) Royalties to be calculated as twenty percent (20%) of net software revenue (defined as revenue actually received by Purchaser, net of customer and reseller discounts and applicable fees to Microsoft) received by Purchaser from sales of OneCare™ software systems finalized on or before July 31, 2008, to an aggregate maximum of two hundred and twenty five thousand dollars (US\$225,000.00) of total royalties to be paid to Vendor, over and above the Minimum Purchase Price.

2.3 Vendor's Security for Payments. Payments of the Minimum Purchase Price owed by Purchaser to Vendor shall be secured by a Demand Promissory Note, which is attached to this Agreement as *Schedule 3*. The parties agree hereby that the Demand Promissory Note may be called at the Vendor's option by notice in writing to the Purchaser, only in the event that Purchaser breaches the payment terms as set forth in Section 2.2 of this Agreement and fails to cure any such breach for a period of more than 30 consecutive days, and only provided that Vendor is not in breach of its obligations pursuant to this Agreement.

Article 3 Deliveries

3.1 Vendor's Deliveries. On the Closing Date, subject to the terms and conditions set forth in this Agreement, Vendor shall make the following deliveries:

- (a) A duly executed Bill of Sale, attached hereto as *Schedule 4*, and other assignments, documents and instruments of conveyance reasonably deemed necessary and in a form acceptable to Purchaser; to transfer all rights, title, and interest in and to the Subject Assets to Purchaser;
- (b) A duly executed Non-Competition Agreement attached hereto as *Schedule 2*;
- (c) All Books and Records relating to the Subject Assets;
- (e) Such other specific assignments of Subject Assets, including, but not limited to, Vendor's registered Intellectual Property and Internet domain names, as Purchaser may reasonably require;

Article 4

Closing

The Closing hereunder shall take place on or before the Closing Date, at the office of the Purchaser located at 7175 W. Jefferson Ave, Suite 3500, Lakewood, CO 80235, at which time all assets that comprise the Subject Assets shall be delivered to Purchaser by Vendor.

In the event it is not practical or possible to deliver the entire set of assets that comprise the Subject Assets, and/or complete other arrangements that may be necessary to effect the transfer of title and control of Subject Assets to Purchaser on or before the Closing Date, the parties hereby agree to cooperate to do all things necessary to complete the transfer of title and control as soon as possible after Closing, acting reasonably.

Article 5 Investigation

Prior to the Closing Date, Vendor shall afford to the Purchaser and its officers and representatives free access to the properties and records of Vendor in order that Purchaser may have full opportunity to make such investigation at reasonable times as it shall desire of the Business and Subject Assets of the Vendor, and Vendor shall provide to Purchaser reasonable assistance in the conduct of said investigation by Purchaser.

Article 6 Representations and Warranties of the Vendor

Vendor represents and warrants to Purchaser that the following statements are true and correct as of the date of this Agreement and will be true and correct on the Closing Date as if then made:

6.1 Vendor's Organization and Authority. Vendor is a limited liability partnership duly organized, existing, and in good standing under the laws of the state of Delaware. Vendor has full power and authority to sell, convey, assign, transfer and deliver the Subject Assets as herein provided. All corporate and other proceedings necessary to be taken by Vendor in connection with the transactions provided for by this Agreement and necessary to make the same effective have been duly and validly taken. This Agreement has been duly and validly executed and delivered by Vendor and constitutes a valid and binding obligation of Vendor enforceable in accordance with its terms.

6.2 No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or result in the breach of the terms, conditions or provisions of the Articles of Incorporation or Bylaws of the Vendor or any agreement to which Vendor or its partners is a party.

6.3 Title. Vendor has good and marketable title to the Business and Subject Assets, free and clear of any mortgages, liens, security interests, pledges, easements, encumbrances, options, or other conflicting rights of third parties of any kind or nature whatsoever. At the Closing, Vendor will convey good and marketable title to the Subject Assets to be sold hereunder, free and clear of any and all mortgages, liens, security interests, pledges, easements, encumbrances, options, or other conflicting rights of third parties of any kind or nature whatsoever, other than any created in favor of Vendor pursuant to this Agreement.

6.4 No Breach, Etc. Except as otherwise disclosed in this Agreement, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Vendor will not (a) result in a breach of any of the terms or conditions of, or constitute a default under, any Permits or Approvals or any Contract included among the Subject Assets, or (b) violate any order, writ, injunction or decree of any court, administrative agency or governmental body.

6.5 Contracts. Vendor is not in breach of any Contract. Vendor has no knowledge, information, or belief that any other party is in breach of any Contract. True and correct copies of all Contracts described Section 1.5 have been provided to Purchaser and its representatives.

6.6 Subject Assets Complete, Etc. The Subject Assets include all assets used in or necessary for the operation of the Business. All Subject Assets have been maintained in accordance with generally accepted business practice and in accordance with relevant laws and regulations, and are located at Vendor's business premises. Vendor does not license any of the Subject Assets to any third party except software licensed in the ordinary course of the Business.

6.7 Intellectual Property. *Schedule 1* lists all Intellectual Property that is owned by Vendor and all licensing and other agreements that are owned by Vendor, or to which Vendor is a party, that relates to the Business and Subject Assets. Vendor owns, free and clear of all liens, claims, encumbrances, or restrictions, all Intellectual Property listed by Vendor in *Schedule 1* and all Intellectual Property required to conduct its Business as it relates to the Subject Assets, as now conducted. All Intellectual Property required by Vendor to conduct its Business as now conducted is included among the Subject Assets. To the best of Vendor's knowledge, no past or present employee of Vendor or affiliate of Vendor has any rights in any Intellectual Property that has been or is being used by Vendor in the Business or that pertains to the kind of business in which Vendor is engaged. Vendor has not granted to any person any outstanding license or other rights to any of its Intellectual Property except licenses to end users in the ordinary course of business, nor has it made any contract or arrangement whereby it may become liable to any person for any royalty or other compensation for the use of any Intellectual Property.

6.8 Litigation. There are no pending or threatened claims, actions, suits, proceedings or investigations against, or affecting Vendor, the Business, or the Subject Assets. Vendor is not operating under or subject to, or in default with respect to, any order, writ, injunction or decree of any court or governmental agency.

6.9 Compliance with Laws. Vendor has complied with all laws, statutes, ordinances, regulations, rules, judgments, decrees or orders applicable to the Business or the Subject Assets, and the present uses by Vendor of the Subject Assets do not violate any such laws, regulations and orders.

6.10 Infringement. Vendor's Intellectual Property does not infringe on rights of any third party to the best of our knowledge. To Vendor's knowledge no third party is infringing upon any Intellectual Property of Vendor.

6.11 Disclosure. There has been no event, transactions, or information which has come to the attention of the Vendor that has not been disclosed to the Purchaser which could reasonably be expected to have a material adverse effect on the Business, the Subject Assets, or Purchaser's willingness to enter into this Agreement and consummate the transactions described herein.

6.12 Effective Date of Representations and Warranties. If this Agreement is executed on a date other than the Closing Date, each warranty, representation, and covenant of Vendor set forth in this Agreement shall be deemed to be made on and as of the date of this Agreement and again on and as of the Closing. The Vendor's closing of the transactions described herein shall be deemed the Vendor's certification thereof.

6.13 Assistance To Be Provided to Purchaser to Effect Transition of Business. For a period of one (1) year following the effective date of this Agreement, Vendor agrees to provide assistance as may be requested from time to time by Purchaser, to more effectively transition operational control and custody of the Business from Vendor to Purchaser. Such assistance includes technical mentoring and support, training, technology and product demonstrations for Purchaser's personnel and prospective customers, and may involve sessions by telephone, the Internet, and/or off-site visits to prospective customers. Purchaser agrees to reimburse out-of-pocket expenses that Vendor may incur in this regard, providing such expenses are incurred at the request and direction of Purchaser.

Article 7
Representations and Warranties by Purchaser

Purchaser represents and warrants to Vendor that the following statements are true and correct as of the date of this Agreement and will be true and correct on the Closing Date as if made on said date:

7.1 Organization and Standing. Purchaser is a Purchaser duly organized, existing and in good standing under the laws of the province of Alberta.

7.2 No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or result in the breach of the terms, conditions or provisions of the governing documents (e.g., Certificate of Incorporation, Certificate of Registration, Memorandum of Association, and/or Articles of Association) of the Purchaser or any agreement to which Purchaser is a party.

7.3 Authority. Purchaser has full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby, and all corporate and other proceedings required to be taken by Purchaser in connection with this Agreement and the transactions contemplated hereby and necessary to make the same effective have been duly and validly taken. This Agreement has been duly and validly executed and delivered by, and constitutes a valid and binding obligation of, Purchaser and is enforceable in accordance with its terms.

7.4 Regulatory Approval. No approval, authorization, or other action by or filing with any governmental authority, is required in connection with the execution and delivery by Purchaser of this Agreement or the consummation by Purchaser of the transactions contemplated hereby.

7.5 Disclosure. There has been no event, transactions, or information which has come to the attention of the Purchaser that has not been disclosed to the Vendor which could reasonably be expected to have a material adverse effect on Vendor's willingness to enter into this Agreement and consummate the transactions described herein.

7.6 Effective Date of Representations and Warranties. If this Agreement is executed on a date other than the Closing Date, each warranty, representation, and covenant of Purchaser set forth in this Agreement shall be deemed to be made on and as of the date of this Agreement and again on and as of the Closing. The Purchaser's closing of the transactions described herein shall be deemed the Purchaser's certification thereof.

Article 8 Covenants of the Vendor and Purchaser

8.1 Actions by Vendor. Prior to Closing, Vendor shall operate the Business in the ordinary course consistent with past practice. Vendor will consult with Purchaser on any significant matters relating to the Business. Vendor will attempt to preserve and improve the Business and relationships with employees, suppliers, and customers. Except with Purchaser's consent, Vendor will not sell or dispose of any of the Subject

Assets except in the ordinary course of the Business consistent with past practice, and shall not alter its present policies or arrangements with employees, suppliers, or customers. Vendor will not take or permit to be taken any action or do or permit to be done anything in the conduct of its business or otherwise, that would be contrary to or in breach of any of the terms, conditions or provisions of this Agreement, or which would cause any of the representations and warranties of Vendor to be untrue as of the Closing Date or any time thereafter.

8.2 Compensation Issues. Vendor shall pay in the normal course all compensation due Vendor's employees, including accrued vacation pay and, if any, all liabilities and costs associated with the termination of such employment.

8.3 Fees and Expenses. Each party shall pay all fees and disbursements of its respective counsel, accountants, and other advisors arising in connection with this Agreement and the transactions contemplated hereby.

8.4 Consents; Permit. The parties will mutually undertake to obtain prior to the Closing Date whatever consents may be required of any third parties to the transactions described herein, including, but not limited to, the transfer of any Contracts or Permits and Approvals.

8.5 Damage to Subject Assets. If any of the Subject Assets to be transferred hereunder by Vendor are destroyed or damaged prior to the Closing Date, Vendor will either replace or restore such Subject Asset at its cost or will reimburse Purchaser for the cost of repair or replacement.

8.6 Name Change. As soon as possible after the Closing, Vendor shall change its business identity so as to not be perceived as the owner of the Business and Subject Assets.

8.7 Telephone Numbers. After the Closing, Vendor shall discontinue its use of the telephone numbers and Internet identity as they relate to the Business and Subject Assets as defined herein, except as authorized by Purchaser.

8.8 Further Assurances. On the Closing Date, and from time to time thereafter, at the request of Purchaser, Vendor will execute and deliver to Purchaser all such assignments, endorsements and other documents, and take such other action as Purchaser may reasonably request in order more effectively to transfer and assign to Purchaser the Subject Assets transferred to Purchaser pursuant to this Agreement, to confirm the title of Purchaser thereto and to assist Purchaser in exercising its rights with respect thereto and under this Agreement. On the Closing Date, and from time to time thereafter, at the request of Vendor, Purchaser will execute and deliver to Vendor all such instruments of assumption and other documents, and take such other action as Vendor may reasonably request, to more effectively confirm the assumption by Purchaser of the Assumed Obligations.

8.9 Confidentiality. Unless and until the transactions contemplated by this Agreement are closed, except for communications as may be required by law or court order, (a) the Purchaser shall keep confidential all information (unless ascertainable from public or published information or trade sources) obtained from Vendor concerning Vendor's operations, (b) Vendor shall keep confidential all information (unless ascertainable from public or published information or trade sources) obtained from Purchaser concerning the operations of Purchaser, and (c) neither Purchaser nor Vendor, nor their respective officers, agents, or other representatives will make any public disclosures regarding the discussions among the parties concerning this Agreement or the transactions contemplated hereby without the other party's prior consent. The parties will prepare a joint public announcement and press release for issuance at the Closing (or prior thereto as agreed by the parties).

Article 9 Brokers or Finders

Vendor and Purchaser each represent and warrant to each other that it has not directly or indirectly engaged any person, corporation or partnership to bring about the consummation of the transactions contemplated herein; and, that no person, corporation or partnership is entitled to a broker's commission, finder's fee or any similar compensation upon the consummation of the transactions contemplated herein. If this representation and warranty is breached by either Vendor or Purchaser, the breaching party shall indemnify and hold harmless the other party from any and all claims, demands, liabilities and obligations (and any and all expenses and costs incurred in connection with or in defending against the same), which may arise due to any third party's claim as a broker or finder.

Article 10 Conditions Precedent of Purchaser

The obligations of Purchaser hereunder are subject to the conditions that, on or before the Closing Date:

10.1 Representations and Warranties True at Closing. The representations and warranties of Vendor contained in this Agreement or in any certificate or document delivered pursuant to the provisions hereof or in connection with the transactions contemplated hereby shall be true on and as of the Closing Date as though such representations and warranties were made at and as of such date.

10.2 Compliance with the Agreement. Vendor shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing Date.

10.3 Deliveries. The documents required pursuant to this Agreement shall be tendered by Vendor for delivery to Purchaser at the Closing.

10.4 Injunction. On the Closing Date, there shall be no effective injunction, writ, preliminary restraining order or any order of any nature issued by a court of competent jurisdiction directing that the transactions provided for herein or any of them not be consummated as herein provided.

10.5 Casualty. Prior to the Closing Date, neither the Business, the Subject Assets, nor any portion thereof, shall have been adversely affected in any material way as a result of any fire, accident, flood or other casualty or act of God.

10.6 Adverse Development. There shall have been no developments in the Business or the Subject Assets which would or could, individually in the aggregate, have a materially adverse effect on the Business or the Subject Assets.

Article 11 Conditions Precedent of the Vendor

The obligations of the Vendor hereunder are subject to the conditions that, on or before the Closing Date:

11.1 Representations and Warranties True at Closing. The representations and warranties of Purchaser contained in this Agreement or in any certificate or document delivered pursuant to the provisions hereof or in connection with the transactions contemplated hereby, shall be true on and as of the Closing Date as though such representations and warranties were made at and as of such date.

11.2 Compliance with the Agreement. Purchaser shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing Date.

11.3 Deliveries. The documents and payments required under Article 3 hereof shall be tendered by Purchaser for delivery to Vendor at the Closing.

11.4 Injunction. There shall be no effective injunction, restraining order or order of any nature issued by a court of competent jurisdiction which shall direct that this Agreement, or any of the transactions provided for herein, not be consummated as herein provided.

Article 12

Nature and Survival of Representations; Indemnification.

12.1 Nature and Survival of Representations; Indemnification. All statements contained in any certificate or other instrument delivered by or on behalf of Vendor or Purchaser pursuant to this Agreement or in connection with the transactions contemplated hereby shall be deemed representations and warranties by Vendor or Purchaser hereunder. All representations and warranties and agreements made by Vendor or Purchaser in this Agreement or pursuant hereto shall survive the Closing hereunder (and any investigation at any time made by or on behalf of Vendor or Purchaser), but shall expire on the date that is one (1) year after the Closing Date.

12.2 Indemnification by Vendor. Vendor shall be liable to the Purchaser for, and agrees to indemnify, defend, and hold Purchaser harmless against any and all damages, losses, costs, liabilities, expenses, claims, actions, suits, proceedings, demands, assessments and judgments (including reasonable legal and accounting fees and costs, on a full indemnity basis) suffered, sustained, incurred, or required to be paid by Purchaser because of the lack of truth, inaccuracy, or breach of any representation, warranty, agreement, obligation, or covenant of Vendor in this Agreement.

12.3 Indemnification by Purchaser. Purchaser shall be liable to the Vendor for, and agrees to indemnify, defend, and hold Vendor harmless against any and all damages, losses, costs, liabilities, expenses, claims, actions, suits, proceedings, demands, assessments, and judgments (including reasonable legal and accounting fees and costs, on a full indemnity basis), suffered, sustained, incurred, or required to be paid by Vendor because of the lack of truth, inaccuracy, or breach of any representation, warranty, agreement, obligation, or covenant of Purchaser in this Agreement.

12.4 Procedure for Third Party Claims. Promptly after receipt by a party to be indemnified under Section 12.2 or 12.3 above (an "Indemnified Party"), of any claim or notice of the commencement by any third party of any action or proceeding to which either such Section shall apply, the Indemnified Party shall notify the other party (the "Indemnifying Party") in writing of the commencement of such action or proceeding if a claim in respect of such action is to be made against the Indemnifying Party under either such Section; but the failure so to notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability that the Indemnifying Party may have to the Indemnified Party, except to the extent the Indemnifying Party is prejudiced by the failure of notification. In case any such action or proceeding is commenced and the Indemnified Party notifies the Indemnifying Party thereof, the Indemnifying Party shall be entitled to participate in such action or proceeding and, to the extent that the Indemnifying Party may wish, to assume the defense of such action, with counsel selected by the Indemnifying Party and approved by the Indemnified Party, such approval not to be unreasonably withheld or delayed, and after notice from the Indemnifying Party to the Indemnified Party of the Indemnifying Party's election so to assume the defense of such action, the Indemnifying Party shall not be liable to the Indemnified Party under either

such Section for any legal and other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof.

Notwithstanding any other provision of this Section 12.4, if, in any action or claim as to which indemnity is or may be available, any Indemnified Party reasonably determines that its interests are or may be adverse, in whole or in part, to the interests of the Indemnifying Party or that there may be legal defenses available to the Indemnified Party that are different from, in addition to, or inconsistent with, the defenses available to the Indemnifying Party, the Indemnified Party, at its own expense, may retain its own counsel in connection with such action or claim. In no event, however, shall the Indemnifying Party be liable for the fees and expenses of more than one counsel for the Indemnified Party in connection with any one action or in connection with separate but similar or related actions in the same jurisdiction arising out of the same general allegations.

An Indemnifying Party shall not be liable for any settlement of any such action effected without its express written consent, but if any such action is settled with the express written consent of an Indemnifying Party or if there is a final judgment for the plaintiff in any such action, the Indemnifying Party shall indemnify, hold harmless, and defend any Indemnified Party from and against any loss or liability by reason of such settlement or judgment as and in the manner described in Section 12.2 or 12.3, above.

Article 13 Miscellaneous

13.1 Arbitration. Any dispute, claim and/or disagreement between the parties arising out of this Agreement or the transactions contemplated hereby, including any claims or disputes involving fraud or fraud in the inducement, which cannot be resolved by agreement of the parties must be submitted to binding arbitration in the city of Edmonton, Alberta, to be conducted pursuant to the Arbitration Act of Alberta in accordance with the Arbitration Rules of the Alberta Arbitration and Mediation Society. The decision of the arbitrator shall be final and binding.

13.2 Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, in which case delivery will be effective upon delivery, by Federal Express or other recognized courier operating between Canada and the United States, in which case delivery will be effective upon delivery, or by telecopy, in which case delivery will be effective upon transmittal provided that the sender has written confirmation of the transmittal. Delivery shall be as follows:

(a) To the Vendor:

CLIFTON GUNDERSON LLP
301 SW Adams Street,
Suite 600
Peoria, IL 61602-1528
Attn: Mr. Carl George, CEO
Telephone: (309) 671-4500

(b) To Purchaser:

SERENIC CORPORATION (or its nominee)
#2200, 10060 Jasper Avenue,
Edmonton, AB T5J 3R8
Attn: Mr. Jay Malik, President & CEO
Telephone: (303) 980-6007

or to such other address or to such other person as Purchaser or Vendor shall have last designated by notice to the other.

13.3 Amendment. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.

13.4 Assignment. This Agreement shall not be assignable by any party hereto without the prior written consent of the other party.

13.5 Currency. Unless otherwise specified herein, all references to dollars are to USA dollars.

13.6 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Province of Alberta, including the laws of Canada applicable therein.

13.7 Benefit of Agreement. This Agreement is solely for the benefit of Vendor and Purchaser, and there is no intent to create benefits, rights or remedies in any other persons or entities under or by reason of this Agreement, including without limitation any employees.

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

13.9 Headings. The article and section headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision thereof. Reference to numbered "articles," "sections," "paragraphs" and "subparagraphs," and to lettered "Schedules" refer to articles, sections, paragraphs and subparagraphs of this Agreement and Schedules annexed thereto.

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


VENDOR:

CLIFTON GUNDERSON LLP

By 
Its CEO
CARL R. GEORGE

PURCHASER:

SERENIC CORPORATION (or its nominee)

By 
Its President & CEO
JAY MALIK

Schedule 1

Subject Assets

The Subject Assets are comprised of the following:

Software Products. One true and complete copy and all master copies of the OneCare™ software solution and all updates and new versions thereof, comprising all versions (including released, complete but not released, and in development versions) and in development versions of the applicable programs (source code, object code, executable code and associated data files), user manuals, documentation and cover art work in whatever format (whether electronic, hard copy, or other form) such materials are stored, together with all other copies of the same owned by Vendor. Functionality of the OneCare™ software solution includes, but is not limited to, periodic services such as in-home care, residential and assisted-living services; long term health care and nursing, vocational training and job programs, day habilitation and other programs, staff scheduling and management, human resources and payroll, time and attendance tracking, and back office accounting and billing (collectively, the "Software Products").

Intellectual Property Rights. All Intellectual Property of Vendor, whether formally protected or not, in and to the Software Products, and all licenses or other contract rights granted to Vendor (and any associated or affiliated person or entity) for use of the Software Products or for the exercise by Vendor (and any associated or affiliated person or entity) of any proprietary or intellectual property rights in and to the Software Products, including rights of Vendor (and any associated or affiliated person or entity) as licensor arising out of or derived from such proprietary and intellectual property rights and licenses and contract rights (collectively, the "Intellectual Property Rights").

Contracts. All existing contracts with respect to any and all matters related to or concerning the Software Products (including but not limited to license agreements, maintenance agreements, source code agreements, dealer and distribution agreements) together with copies of all such agreements in whatever format (whether electronic, hard copy or other form) (collectively, the "Contracts").

Trademark Rights. All trademarks and service marks, domestic and foreign, in the software titles and trademarks for the Software Products, including the above names and the name "OneCare", designs, logos, features and the goodwill associated therewith, that are owned or otherwise used by Vendor and the enjoyment of such exclusive rights and the exclusive right of Purchaser to represent itself as carrying on the business of manufacturing, distributing, licensing, supporting, and further developing the Software Products (collectively, the "Trademark Rights").

Customer Records. All customer and prospective customer lists and support records relating to, and any other correspondence dealing with, the marketing, sale, reproduction, customer service, and/or further development of, the Software Products that are owned or

used by Vendor (and any associated or affiliated person or entity), the rights under copyright, trade secret, trademark, and other proprietary or intellectual property right to use, reproduce, and distribute such lists and records in connection with the marketing, sale, reproduction, distribution, customer service, and further development of the Software Products (collectively, the "Customer Records").

Marketing Materials. One true and complete copy, and all master copies, of all marketing and advertising materials relating to the Software Products in whatever format (whether electronic, hard copy or other form) such material is stored, and the copyrights, trade secrets, Trademark Rights, and other proprietary or intellectual property rights embodied in or associated with such materials (collectively, the "Marketing Materials").

Technical Materials. All software development and other technical materials relating to the Software Products that were owned by or otherwise used by Vendor (and any associated or affiliated person or entity), including, but not limited to, all source code, programming tools, build instructions, test suites, programming work in progress, and technical and user documentation for such Software Products (collectively, the "Technical Materials").

1-800 and Local Telephone Numbers. The right to retain and use Vendor's telephone numbers (the "Telephone Numbers"), to the extent that the competent telephone authorities will permit such continued use and, failing such permission, the discontinuance of use of those numbers by Vendor as they relate to the Business Subject Assets except as authorized by Purchaser.

Internet Assets. The right to retain and use Vendor's web and mail hosting services, all domain names, and all software and data required to reproduce Vendor's web pages that relate to the Software Products and the Business (the "Internet Assets") as they relate to the Business Subject Assets.

Dealer Network. All rights to the dealer network established and maintained by Vendor to distribute and support the Software Products, including all intellectual and other proprietary rights embodied in or associated with all dealer lists and records, contracts, training materials, presentation materials and procedures relating to such dealer network and distribution channels for the Software Products and one true and complete copy of all such documentation that relates to such dealer network and all master copies that are owned or used by Vendor in relation to the creation and maintenance of such dealer network in whatever format (whether electronic, hard copy, or other form) such material is stored (collectively, the "Dealer Network").

Inventory. Existing inventory for the Software Products, comprised of software packages, manuals, diskettes, CD-ROMs and any and all equipment, supplies and other items that are owned by Vendor that are deemed to be necessary or desirable in the further development, customer service, technical support, marketing, sale, distribution, reproduction, or integration of the Software Products. (collectively, the "Inventory").

① Per Tony Malik no inventory was actually purchased

Schedule 2

Non-Competition Agreement

AGREEMENT dated _____, 2005, by and between SERENIC CORPORATION (or its nominee), an Alberta corporation based at #2200, 10060 Jasper Avenue, Edmonton, AB T5J 3R8 ("Purchaser"); and CLIFTON GUNDERSON, LLP, a Delaware limited liability partnership based at 301 SW Adams Street, Suite 900 PO Box 1835, Peoria, IL 61656-1835 ("Vendor"). Unless otherwise defined herein, the capitalized words used in this Agreement shall have the same meaning given to them in the Asset Purchase Agreement (defined below).

Recitals

Purchaser has entered into an Asset Purchase Agreement with Vendor (the "Asset Purchase Agreement") dated July __, 2005, pursuant to which the Purchaser acquired from Vendor Subject Assets of Vendor.

As a condition to closing the Asset Purchase Agreement, the Purchaser desires to receive Vendor's covenants as set forth herein.

Vendor will be financially benefited by the Asset Purchase Agreement and by this Agreement and is willing to enter into this Agreement with the Purchaser.

Agreement

In consideration of the above premises and the promises, covenants, terms, and conditions hereinafter set forth, the Purchaser and Vendor agree as follows:

Article I

Non-competition and Confidentiality

1.1 Non-competition Covenant.

(a) For a period of five (5) years from the date of this Agreement (regardless of any prior termination hereof), Vendor agrees that he will not, anywhere within the United States, Canada, or Mexico, directly or indirectly, own, manage, operate, control, consult with or for, be employed by or as an agent for, participate in, or be connected in any manner with the ownership, management, operation, or control of any business competitive with the business of developing, marketing, or selling software, but only as such business was conducted by Vendor regarding the Business and Subject Assets, prior to the purchase thereof by Purchaser.

(b) If any court or arbitrator having jurisdiction determines that the foregoing non-competition covenant is invalid due to its duration, coverage or extent, the covenant shall be modified to reduce its duration, coverage or extent as necessary to make such covenant valid, and the covenant as modified then shall be enforced.

1.2 Confidentiality and Trade Secrets. During and after the term of this Agreement, Vendor shall not communicate, divulge, or use any secret, confidential information, trade secret, confidential customer list, pricing information, marketing information, or product plans of the Purchaser relating to the Business Subject Assets prior to the purchase thereof by purchaser to, or on behalf of, any person or entity, except as consented to or designated in writing by the Purchaser. This obligation shall apply with respect to any such item until such item ceases to be secret or confidential (other than through the action of Vendor).

1.3 Remedies. In the event of any actual or threatened breach by Vendor of the provisions of this Article 1 or any other provisions of this Agreement, the Purchaser shall be entitled to all the remedies available at law or in equity, including without limitation, the right to obtain damages for said breach or non-adherence and the right to enjoin Vendor, or any other person or entity, in or threatening breach or non-adherence, from commencing or continuing, and to remedy, the activities which constitute such breach or non-adherence. Vendor acknowledges and agrees that remedies at law may be inadequate in the event of any breach of the provisions of this Agreement, and, therefore, agrees and acknowledges that the Purchaser shall be entitled to all equitable remedies which are appropriate in the event of such breach, including but not limited to the right of specific performance.

Article 2 Consideration

Vendor's entry into the foregoing restrictive covenants is a condition to the Purchaser's purchase of the Business and Subject Assets, as defined in this Asset Purchase Agreement, of CLIFTON GUNDERSON, LLP. The Purchaser's consummation of such purchases is consideration for Vendor's covenants hereunder, which Vendor acknowledges is adequate.

Article 3 Miscellaneous

3.1 Entire Agreement. This Agreement contains the entire agreement among the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the subject matter hereof and transactions contemplated hereby.

3.2 Amendments. This Agreement may be amended or modified only by a written instrument signed by all of the parties hereto.

3.3 Waiver. No waiver by any party of any condition, or of the breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further and continuing waiver of any such condition or breach or a waiver of any other condition or breach of any other term, covenant, representation, or warranty of this Agreement, or the agreements and documents executed in connection herewith.

3.4 Binding Effect: Assignment. This Agreement shall be binding upon, and shall inure to the benefit of and be enforceable by, the parties hereto and their respective heirs, successors and assigns, but this Agreement shall not be assignable by Vendor. The Purchaser may assign this Agreement in connection with a merger, consolidation, assignment, sale or other disposition of all or substantially all of its business or assets. The term "Purchaser" as used in this Agreement shall mean and include any such successor corporation.

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

3.6 Headings. The article and section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

3.7 Governing Law. This Agreement shall be governed, enforced and construed under the laws of the province of Alberta.

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

VENDOR:
CLIFTON GUNDERSON LLP

By 

Its CEO

PURCHASER:
SERENIC CORPORATION (or its nominee)

By 

Its President

Schedule 3

This Demand Promissory Note shall be callable and come into effect only in the event that payment terms set forth in the Asset Purchase Agreement are breached without cure for more than thirty (30) consecutive days by Serenic Corporation (or its nominee), and only provided that Clifton Gunderson LLP is not in breach or violation of its obligations pursuant to terms as set forth in the Asset Purchase Agreement dated July 29, 2005 between Serenic Corporation (or its nominee) and Clifton Gunderson LLP.

DEMAND PROMISSORY NOTE

PRINCIPAL SUM: \$75,000.00 (US Dollars) Edmonton, Alberta July 29, 2005

SERENIC CORPORATION, a body corporate having its head office at the City of Edmonton, in the Province of Alberta (hereinafter called the "Corporation"), for value received hereby acknowledges itself indebtedness and promises to pay to CLIFTON GUNDERSON LLP a limited liability partnership having its head office at the City of Peoria, in the state of Illinois, the principal amount of SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00) in lawful money of the United States of America, together with interest thereon or on so much thereof as shall remain from time to time unpaid, computed from the date first above-mentioned until paid, TWO PERCENTAGE POINTS (2%) over the prime lending rate in effect from time to time, calculated daily, of the Royal Bank of Canada, Main Branch, Calgary, Alberta (the "Bank"). Interest shall be compounded semi-annually. For the purposes hereof, "prime rate" means the rate of interest established and announced from time to time by the Bank as being its "prime rate" for commercial demand loans made in Canada in Canadian Dollars and expressed as a per centum per annum. A certificate of any officer or duly authorized agent of the Bank shall be conclusive evidence of the prime rate of the Bank for the purposes hereof.

Interest at the rate above mentioned shall be payable after judgment as well as before and after maturity and default.

Any payment received hereunder shall be credited firstly, on account of interest, and secondly, on account of principal.

The Corporation acknowledges receipt of a copy of this demand promissory note.

IN WITNESS WHEREOF the Corporation has executed this promissory note effective the day and year first above written.

SERENIC CORPORATION

Per: _____