

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Edison Venture Fund IV SBIC, L.P.		10/10/2006	LIMITED PARTNERSHIP: DELAWARE
Star Canyon LLC		10/10/2006	LIMITED LIABILITY COMPANY: WISCONSIN
Diane Smith		10/10/2006	INDIVIDUAL: UNITED STATES
Jayne Kettles		10/10/2006	INDIVIDUAL: UNITED STATES
Carmel Investments, LLP		10/10/2006	Limited Liability Partnership: MARYLAND

RECEIVING PARTY DATA

Name:	ADP ATLANTIC, INC.
Street Address:	One ADP Boulevard
City:	Roseland
State/Country:	NEW JERSEY
Postal Code:	07068
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2551320	E*TRACK SYSTEM
Registration Number:	2535084	E*FAIR
Registration Number:	2539722	VIRTUALEDGE

CORRESPONDENCE DATA

Fax Number: (650)213-0260
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 650-812-1300
 Email: patrademarks@manatt.com
 Correspondent Name: Manatt, Phelps & Phillips, LLP

CH \$90.00 2551320

Address Line 1: 1001 Page Mill Road
Address Line 2: Building 2
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	25908030ASSIGNMENT
NAME OF SUBMITTER:	Paul E. Thomas, Esq.
Signature:	/Paul E. Thomas/
Date:	11/22/2006

Total Attachments: 14

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STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT, dated as of October 10, 2006 (this "Agreement"), by and among **ADP ATLANTIC, INC.**, a Delaware corporation ("ADP"), **EDISON VENTURE FUND IV SBIC, L.P.**, a Delaware limited partnership ("Edison"), **CARMEL INVESTMENTS, LLP**, a Maryland limited liability partnership ("Carmel"), **STAR CANYON LLC**, a Wisconsin limited liability company ("Star Canyon"), and, together with Edison and Carmel, the "Preferred Stockholders", **DIANE SMITH** ("Smith") and **JAYNE KETTLES** ("Kettles," and, together with Edison, Carmel, Star Canyon and Smith, "Sellers").

RECITALS

- A. Smith and Kettles are the record and beneficial owners of issued and outstanding shares of Common Stock, \$.001 par value per share ("Company Common Stock"), of **VirtualEdge Corporation**, a Delaware corporation (the "Company").
- B. Edison, Carmel and Star Canyon are the record and beneficial owners of all the issued and outstanding shares of Preferred Stock, \$.001 par value per share, of the Company ("Preferred Stock"), designated as Series A Convertible Preferred Stock (the "Series A Preferred Stock") and Series B Convertible Preferred Stock (the "Series B Preferred Stock").
- C. ADP desires (i) to purchase from the Sellers and the Sellers desire to sell to ADP all of the issued and outstanding Company Common Stock owned by them and all of the issued and outstanding Preferred Stock and (ii) that the Sellers cause the Company to purchase all other issued and outstanding Company Common Stock (and options exercisable for Company Common Stock) and warrants exercisable for Preferred Stock, in each case upon the terms and subject to the conditions set forth herein.
- D. Concurrently with the execution of this Agreement, ADP, the Sellers, the Sellers' Representative and the Holdback Agent have entered into a Holdback Agreement, pursuant to which a portion of consideration to be paid to the Sellers in connection with the Transaction shall be paid into the Indemnity Holdback Fund and the Working Capital Holdback Fund, to be distributed, in each case, in accordance with the terms hereof and the Holdback Agreement.
- E. Capitalized terms used in this Agreement have the meanings specified in Annex A hereto.

Accordingly, in consideration of the mutual representations, warranties, covenants and agreements contained in this Agreement, the parties to this Agreement, intending to be legally bound, agree as follows:

allegedly containing any Hazardous Substances; (ii) of any failure by any of them to comply with any Environmental Laws or the requirements of any environmental Company Permits; or (iii) that any of them is requested or required by any Governmental Entity to perform any investigatory or remedial activity or other action in connection with any actual or alleged release of Hazardous Substances or any other Environmental Matters.

Section 3.23 Intellectual Property.

(a) Except as set forth in Section 3.23(a) of the Company Disclosure Letter, the Company and its Subsidiaries (i) exclusively own, or otherwise have the right to Use in the conduct of the business of the Company and its Subsidiaries under valid IP Licenses, all Intellectual Property Used in the conduct of their respective businesses as presently conducted (the "Company Intellectual Property") free and clear of any Liens and (ii) have the right to use, make, have made, sell, offer to sell, import, license, sublicense and otherwise exploit the Company Intellectual Property so Used in the conduct of the business of the Company and its Subsidiaries, subject to the terms and conditions of such IP Licenses.

(b) Section 3.23(b) of the Company Disclosure Letter sets forth a correct and complete list of all registrations, issuances, filings and applications for any Intellectual Property filed by the Company or any of its Subsidiaries (including domain names), specifying as to each item, as applicable: (i) the jurisdictions in which the item is issued or registered or in which an application for issuance or registration has been filed; and (ii) the issuance, registration or application numbers and dates. There is no pending or, to the Knowledge of the Company, threatened opposition, interference or cancellation proceeding before any court or registration authority in any jurisdiction against the registrations and applications listed in Section 3.23(b) of the Company Disclosure Letter. All such items of Intellectual Property (i) to the Knowledge of the Company, are valid, subsisting, enforceable, in full force and effect, and (ii) have not been or are not, as applicable, cancelled, expired, abandoned or otherwise terminated, and payment of all renewal and maintenance fees in respect thereof, and all filings related thereto, have been duly made.

(c) Section 3.23(c) of the Company Disclosure Letter sets forth a correct and complete list of all IP Licenses (other than licenses for Off-the-Shelf Software) under which the Company or any of its Subsidiaries is a licensor, licensee, distributor or reseller. The Company and its Subsidiaries have substantially performed all obligations imposed on them under the IP Licenses. The Company and its Subsidiaries have made all payments to date required under all IP Licenses. The Company and its Subsidiaries are not in violation or breach of any IP Licenses. To the Knowledge of the Company, all of the IP Licenses are valid, enforceable and in full force and effect. Except as set forth in Section 3.23(c) of the Company Disclosure Letter, the Transaction will not result in the termination of, or otherwise require the consent, approval or other authorization of any party to, any IP License, excluding licenses relating to off the shelf software, as such term is commonly understood, that is available

on a retail basis and used only on the personal computers of the Company and its Subsidiaries (“Off-the-Shelf Software”). Except as set forth and quantified in Section 3.23(c) of the Company Disclosure Letter, the Company is not a party to or bound by any license or other Contract requiring the payment by the Company of any royalty or license payment in excess of \$35,000 in any fiscal year.

(d) The Company and its Subsidiaries have taken all reasonable precautions to protect (i) the secrecy, confidentiality and value of their Trade Secrets and (ii) the proprietary nature and value of the Company Intellectual Property. To the Knowledge of the Company, none of the Trade Secrets, the value of which is contingent upon maintenance of confidentiality, have been disclosed to any employee, representative or agent of the Company or any of its Subsidiaries or any other Person not obligated to maintain such Trade Secret in confidence pursuant to a confidentiality agreement, except as required by the applicable patent office pursuant to the filing of a patent application by the Company or as otherwise required by Law.

(e) Except as set forth in Section 3.23(e) of the Company Disclosure Letter, each present or past employee, officer, consultant or any other Person employed or engaged by the Company or any of its Subsidiaries has executed a valid and enforceable agreement with the Company or one of its Subsidiaries that (i) conveys any and all right, title and interest in and to all Intellectual Property developed by such person in connection with such person’s employment or contract to the Company or the applicable Subsidiary, (ii) requires such person, during and after the term of employment or contract, to cooperate with the Company or the applicable Subsidiary in the prosecution of any patent applications filed in connection with such Intellectual Property, (iii) establishes that, to the extent such person is an author of a copyrighted work created in connection with such person’s employment or contract, such work is a “work made for hire,” as set forth in 17 U.S.C. §101, (iv) establishes a representation and covenant by such person that no process, technique, innovation or other work product provided to the Company is or will be derived from or otherwise use the proprietary information of a prior employer or contractor, in contravention of any prior confidentiality agreement, and (v) obligates the employee or contractor to keep any confidential information of the Company and its Subsidiaries, including Trade Secrets, confidential both during and after the term of employment or contract. To the Knowledge of the Company, no employee or consultant of the Company or any of its Subsidiaries is in violation of any Laws applicable to such employee, or any term of any employment agreement, confidentiality agreement, patent or invention disclosure agreement or other Contract relating to the relationship of such employee or consultant with the Company, any of its Subsidiaries or any prior employer or client, as the case may be. Except as set forth in Section 3.23(e) of the Company Disclosure Letter, no such employee, consultant or other person has excluded works or inventions made prior to his employment with or work for the Company or any of its Subsidiaries from his assignment of inventions pursuant to such proprietary invention agreements. It is not necessary for the business of the Company or any of its Subsidiaries to Use any Intellectual Property owned by any present or past director, officer, employee or consultant of the Company or any of its Subsidiaries.

on a retail basis and used only on the personal computers of the Company and its Subsidiaries (“Off-the-Shelf Software”). Except as set forth and quantified in Section 3.23(c) of the Company Disclosure Letter, the Company is not a party to or bound by any license or other Contract requiring the payment by the Company of any royalty or license payment in excess of \$35,000 in any fiscal year.

(d) The Company and its Subsidiaries have taken all reasonable precautions to protect (i) the secrecy, confidentiality and value of their Trade Secrets and (ii) the proprietary nature and value of the Company Intellectual Property. To the Knowledge of the Company, none of the Trade Secrets, the value of which is contingent upon maintenance of confidentiality, have been disclosed to any employee, representative or agent of the Company or any of its Subsidiaries or any other Person not obligated to maintain such Trade Secret in confidence pursuant to a confidentiality agreement, except as required by the applicable patent office pursuant to the filing of a patent application by the Company or as otherwise required by Law.

(e) Except as set forth in Section 3.23(e) of the Company Disclosure Letter, each present or past employee, officer, consultant or any other Person employed or engaged by the Company or any of its Subsidiaries has executed a valid and enforceable agreement with the Company or one of its Subsidiaries that (i) conveys any and all right, title and interest in and to all Intellectual Property developed by such person in connection with such person’s employment or contract to the Company or the applicable Subsidiary, (ii) requires such person, during and after the term of employment or contract, to cooperate with the Company or the applicable Subsidiary in the prosecution of any patent applications filed in connection with such Intellectual Property, (iii) establishes that, to the extent such person is an author of a copyrighted work created in connection with such person’s employment or contract, such work is a “work made for hire,” as set forth in 17 U.S.C. §101, (iv) establishes a representation and covenant by such person that no process, technique, innovation or other work product provided to the Company is or will be derived from or otherwise use the proprietary information of a prior employer or contractor, in contravention of any prior confidentiality agreement, and (v) obligates the employee or contractor to keep any confidential information of the Company and its Subsidiaries, including Trade Secrets, confidential both during and after the term of employment or contract. To the Knowledge of the Company, no employee or consultant of the Company or any of its Subsidiaries is in violation of any Laws applicable to such employee, or any term of any employment agreement, confidentiality agreement, patent or invention disclosure agreement or other Contract relating to the relationship of such employee or consultant with the Company, any of its Subsidiaries or any prior employer or client, as the case may be. Except as set forth in Section 3.23(e) of the Company Disclosure Letter, no such employee, consultant or other person has excluded works or inventions made prior to his employment with or work for the Company or any of its Subsidiaries from his assignment of inventions pursuant to such proprietary invention agreements. It is not necessary for the business of the Company or any of its Subsidiaries to Use any Intellectual Property owned by any present or past director, officer, employee or consultant of the Company or any of its Subsidiaries.

(f) Except as set forth in Section 3.23(f) of the Company Disclosure Letter, to the Knowledge of the Company, none of the Intellectual Property, products or services owned, Used, developed, provided, sold, imported or otherwise exploited by the Company or any of its Subsidiaries, or made for the Company or any of its Subsidiaries by any Person, infringes upon or otherwise violates, or within the applicable statutory limitations period, has infringed upon or otherwise violated, any Intellectual Property rights of others. Except as set forth in Section 3.23(f) of the Company Disclosure Letter, since January 1, 2004, neither the Company nor any of its Subsidiaries has received any written claim or notice alleging any such material infringement, violation or misappropriation To the Knowledge of the Company, the Use in the conduct of the business of the Company and its Subsidiaries of the Intellectual Property licensed to the Company or any of its Subsidiaries does not infringe upon or otherwise violate any Intellectual Property rights of others.

(g) To the Knowledge of the Company, except as set forth in Section 3.23(g) of the Company Disclosure Letter, no Person is infringing upon or otherwise violating the Intellectual Property rights of the Company or any of its Subsidiaries.

(h) Except as set forth in Section 3.23(h) of the Company Disclosure Letter, none of the Software owned or developed by the Company or any of its Subsidiaries includes any "open source" software code. For purposes of this section 3.23(j), the term "open source" software includes all software licensed to the Company or its Subsidiaries or by the Company to third parties, under licenses substantially similar to those approved by the Open Source Initiative, including the GNU General Public License, the GNU Lesser Public License, the Artistic License, the Berkeley Science Division (BSD) License and the Apache License. None of the open source software, nor its use by the Company or a Subsidiary, does or may require the Company or a Subsidiary of the Company to disclose or license of any Software or any other Intellectual Property of the Company or a Subsidiary of the Company to any third party.

(i) All material Software used or owned by the Company or any of its Subsidiaries of the Company is set forth and described in Section 3.23(i) of the Company Disclosure Letter. All Software Used by the Company or any Subsidiary of the Company performs in all material respects in conformance with its documentation and any marketing or sales materials used to sell such Software or product or service that uses such Software. All Software Used by the Company or any Subsidiary is fully and freely transferable without any third party consents, is free from any material software defect, and does not contain (i) any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a Person other than an authorized licensee or owner of a copy of the program or the right and title in and to the program or (ii) any virus, trojan horse, worm or other software routines or hardware components designed to permit unauthorized access or to disable, erase or otherwise harm any computer, systems or Software. The Company has made available to ADP all documentation relating to the use, maintenance and operation of such Software, all of which, to the Knowledge of the Company, is complete and correct. The Company has made back-ups of all Software and

databases, has maintained such Software and databases at a secure off-site location and has fully encrypted all databases and Client Information prior to and during transportation or transmission outside of the Company's or its Subsidiaries' facilities. No person has gained unauthorized access to Software Used by the Company or any Subsidiary of the Company. The Company or a Subsidiary of the Company is in actual possession and control of the applicable source code, object code, code writes, notes, documentation and know-how to the extent required for use, distribution, development, enhancement, maintenance and support of Software Used by the Company or any Subsidiary of the Company, including without limitation the source code for each material version of such Software owned by such entity and used in the past two (2) years, as well as all documentation therefor, sufficient to enable a software developer of reasonable skill to understand, debug, repair, revise, modify, enhance, compile, support and otherwise utilize such Software without reference to other sources of information. The source code for such Software will compile into object code or is otherwise capable of being installed and operated, and once compiled, installed and/or operated, as applicable, will comply with the representations and warranties set forth in this Section 3.23(i).

(j) Except as set forth in Section 3.23(j) of the Company Disclosure Letter, the Company has not allowed third party access to any of the Company's source code, nor made any such source code available in escrow.

(k) The server hardware and supporting equipment (including communications equipment, terminals and hook-ups that interface with third party software or systems) used in the Company's and each of its Subsidiaries' network(s) provide sufficient redundancy and speed to meet industry standards relating to high availability. Except as set forth in Section 3.23(k) of the Company Disclosure Letter, for the twelve (12) month period prior to the Closing Date, (i) the internet domain names and URLs listed in Section 3.23(k) of the Company Disclosure Letter direct and resolve to the appropriate internet protocol addresses and are and have allowed internet users to access the Sites for Substantially twenty-four (24) hours per day, seven (7) days per week and (ii) the Sites are and have been operational Substantially on a twenty-four (24) hours per day, seven (7) days per week basis. The Company has no Knowledge of any reason why the Sites will not operate or will not continue to be accessible to internet users on Substantially a 24/7 basis prior to, at the time of, and after the Closing Date, assuming they continue to be operated and supported as operated and supported by the Company prior to the Closing. For purposes of this Section 3.23(k), "Sites" means websites and internet services of the Company, and "Substantially" means monthly on at least a 99.8% basis excluding scheduled maintenance.

Section 3.24 HIPAA. To the extent that and for so long as (i) either the Company or a Subsidiary of the Company is a "covered entity" as defined in 45 C.F.R. § 160.103, (ii) either the Company, a Subsidiary of the Company and/or their respective business or operations are subject to or covered by the HIPAA administrative requirements codified at 45 C.F.R. Parts 160 & 162 (the "Transactions Rule") and/or the HIPAA security and privacy requirements codified at 45 C.F.R. Parts 160 & 164 (the "Privacy and Security Rules"), and/or (iii) either the Company or any Subsidiary of the

Section 3.21 Taxes.

Section 3.21(a):

- VirtualEdge Corporation has not collected Sales Taxes from its customers nor remitted Sales Taxes to any jurisdiction. Virtual Edge Corporation has not filed any Tax Returns with respect to Sales Taxes.

Section 3.21(b):

- VirtualEdge Corporation has not collected Sales Taxes from its customers nor remitted Sales Taxes to any jurisdiction. The Company has not established a reserve for Sales Taxes in its historical financial statements. The Company makes no representation regarding the adequacy of any reserve for unpaid Sales Taxes on the Closing Balance Sheet.

Section 3.21(f):

- VirtualEdge Corporation has not collected Sales Taxes from its customers nor remitted Sales Taxes to any jurisdiction, accordingly there could be a lien(s) for unpaid Sales Taxes.

Section 3.21(g):

- Intentionally left blank.

Section 3.21(h):

- VirtualEdge Corporation has not collected or withheld Sales Tax from its customers nor remitted Sales Taxes to any jurisdiction.

Section 3.21(l):

- Intentionally left blank.

Section 3.21(m):

- Intentionally left blank.

Section 3.23 Intellectual Property

Section 3.23(a):

- Resume Mirror Inc. REX Server License and OEM Agreement between VirtualEdge Corporation and Resume Mirror Inc. dated April 11, 2003. Third-party licenses with Resume Mirror for the use of Engenium's conceptual search and REX server technology have limitations with respect to

the number of servers. License keys are needed to install licenses on additional servers.

- Engenium Corporation Software License Agreement (Resume Mirror Inc. Amendment, EngeniumHR Contract License Addenda Agreement) between VirtualEdge Corporation and Engenium Corporation (amended by Resume Mirror), dated September 23, 2002, amended October 31, 2003, addenda agreement December 5, 2005. In the event that a customer installs VirtualEdge Corporation's software in their own hosting environment, including Engenium's conceptual search or REX Server, there may be an additional fee due to Resume Mirror, which, in accordance with the VirtualEdge Corporation license agreement, would be recovered from such customer.

Section 3.23(b):

- Domain registrations:

<u>Domain</u>	<u>Expiration</u>
virtualedge.com	February 5, 2008
apply2jobs.com	February 8, 2007
apply2jobs.net	February 8, 2007
applytojobs.com	February 8, 2007
applytojobs.net	February 8, 2007
efair.com	February 7, 2007
efair.net	September 24, 2007
etrackssystem.com	August 25, 2007
etrackssystem.net	August 25, 2007
etrackssystem.org	August 25, 2007
vesalute.com	June 19, 2008
virtual-edge.net	April 26, 2007

- US Trademark registrations owned by Virtual Edge U.S., LLC:
 - **E*TRACK SYSTEM**: Registration Number 2551320, registered March 19, 2002
 - **E*FAIR**: Registration Number: 2535084, registered January 29, 2002
 - **VIRTUALEDGE**: Registration Number 2539722, registered February 19, 2002

Section 3.23(c):

IP Licenses:

- Resume Mirror Inc. REX Server License and OEM Agreement between VirtualEdge Corporation and Resume Mirror Inc. dated April 11, 2003 for the use of Engenium Conceptual Search and REX Server through Resume Mirror

- The PureDiscovery Corporation Software License Agreement for VirtualEdge between VirtualEdge Corporation and PureDiscovery Corporation dated May 15, 2006
- Jay Computer Services (<http://www.jcsm.com/>) postal data for US and Canada to support location searches within VE Licensing Receipt
- Open Value Volume Licensing Agreement between VirtualEdge Corporation and Microsoft Licensing, GP dated June 16, 2006
- License from Adobe Systems Incorporated to VirtualEdge Corporation under the TLP 4.5 License Program – Corporate, dated June 21, 2006.

Contracts over \$35,000:

- Resume Mirror Inc. REX Server License and OEM Agreement between VirtualEdge Corporation and Resume Mirror Inc. dated April 11, 2003 for the use of Engenium Conceptual Search and REX Server through Resume Mirror requires license payments of greater than \$35,000.00 per fiscal year.
- The PureDiscovery Corporation Software License Agreement for VirtualEdge between VirtualEdge Corporation and PureDiscovery Corporation dated May 15, 2006 includes royalty payments by VirtualEdge Corporation which, depending upon the future sales of VE Pilot that include PureDiscovery technology, may exceed \$35,000.00 per year.

Section 3.23(e):

- In the first quarter of 2006, Kemerie Foss, a former sales employee of VirtualEdge Corporation, left VirtualEdge Corporation to work at Taleo Corporation after approximately six months of employment with VirtualEdge Corporation. She had been given and asked several times to provide signed copies of confidentiality, non-compete and intellectual property agreements required of all employees, but had not complied with such requests. Ms. Foss signed her offer letter, which stated that such documents must be signed as a condition of her employment with VirtualEdge Corporation. VirtualEdge Corporation is not aware of where Ms. Foss is currently employed.

Section 3.23(f):

- Intentionally left blank.

Section 3.23(g):

- Intentionally left blank.

Section 3.23(h):

- FCKEditor - LGPL Open Source license (relates to VirtualEdge Talent Lifecycle Software)
- iText (PDF generation) LGPL Open Source license (relates to VirtualEdge Talent Lifecycle Software)
- TinyMCE - LGPL Open Source license (relates to VirtualEdge Talent Lifecycle Software)

Section 3.23(i):

Third party products:

- Resume Mirror Inc. REX Server License and OEM Agreement between VirtualEdge Corporation and Resume Mirror Inc. dated April 11, 2003 for the use of Engenium Conceptual Search and REX Server through Resume Mirror
- The PureDiscovery Corporation Software License Agreement for VirtualEdge between VirtualEdge Corporation and PureDiscovery Corporation dated May 15, 2006
- Jay Computer Services (<http://www.jcsm.com/>) postal data for US and Canada to support location searches within VE Licensing Receipt
- Open Value Volume Licensing Agreement between VirtualEdge Corporation and Microsoft Licensing, GP dated June 16, 2006
- License from Adobe Systems Incorporated to VirtualEdge Corporation under the TLP 4.5 License Program – Corporate, dated June 21, 2006.

Company products:

- VirtualEdge Talent Lifecycle Software
- VirtualEdge Request Tracking System (VERTS)

Section 3.23(j):

- Customers with source code escrow agreements in place:
Avery Dennison
Sanofi-aventis
Pactiv
Pacific Sun
- Customers entitled to source code escrow but paperwork not finalized:
Advanced Micro Devices, Inc.
Chicago Transit Authority
GNA Corporation
Schneider National
Schwan Shared Services
Spansion, LLC
United Rentals, Inc.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties to this Agreement as of the date first written above.

ADP ATLANTIC, INC.

By: _____
Name:
Title:

EDISON VENTURE FUND IV SBIC, L.P.
By: Edison Partners IV SBIC, LLC,
its general partner

By: _____
Name: *Jeffrey A. Allgaier*
Title: *Member*

CARMEL INVESTMENTS, LLP
By: Carmel Associates, Inc., its general partner

By: _____
Name:
Title:

STAR CANYON LLC


By: _____
Name:
Title:

DIANE SMITH

JAYNE KETTLES

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties to this Agreement as of the date first written above.

ADP ATLANTIC, INC.

By: 
Name: James B. Benson
Title: Chairman of the Board

EDISON VENTURE FUND IV SBIC, L.P.
By: Edison Partners IV SBIC, LLC,
its general partner

By: _____
Name:
Title:

CARMEL INVESTMENTS, LLP
By: Carmel Associates, Inc., its general partner

By: _____
Name:
Title:

STAR CANYON LLC

By: _____
Name:
Title:

DIANE SMITH

JAYNE KETTLES

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties to this Agreement as of the date first written above.

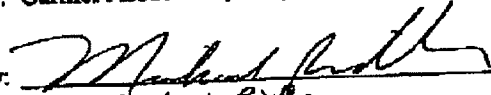
ADP ATLANTIC, INC.

By: _____
Name:
Title:

EDISON VENTURE FUND IV SBIC, L.P.
By: Edison Partners IV SBIC, LLC,
its general partner

By: _____
Name:
Title:

CARMEL INVESTMENTS, LLP
By: Carmel Associates, Inc., its ^{managing} general partner

By: 
Name: Michael Ridberg
Title: President

STAR CANYON LLC

By: _____
Name:
Title:


DIANE SMITH


JAYNE KETTLES

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties to this Agreement as of the date first written above.

ADP ATLANTIC, INC.

By: _____
Name:
Title:


EDISON VENTURE FUND IV SBIC, L.P.
By: Edison Partners IV SBIC, LLC,
its general partner

By: _____
Name:
Title:

CARMEL INVESTMENTS, LLP
By: Carmel Associates, Inc., its general partner

By: _____
Name:
Title:

STAR CANYON LLC

By:  _____
Name: Susan Marks
Title: member

DIANE SMITH

JAYNE KETTLES

*** TOTAL PAGE.05 ***