

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
Critical Devices, Inc.		05/29/2003	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	ASAP Software Express, Inc.		
Street Address:	850 Asbury Drive		
City:	Buffalo Grove		
State/Country:	ILLINOIS		
Postal Code:	60089		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2608897	EKG-WEB	
Registration Number:	2660935	ASSET SERVICES MANAGEMENT	
Registration Number:	2614216	EKG-SNMP	
Registration Number:	2508905	THEFTALERT	
Registration Number:	2610828	COMPREHENSIVE SYSTEMS MONITORING	
Registration Number:	2484664	CRITICALDEVICES.COM	
CORRESPONDENCE DATA			
Fax Number:	(303)893-1379		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-892-7353		
Email:	pantea.garroussi@dgsllaw.com		
Correspondent Name:	Pantea Garroussi, Davis Graham & Stubbs		
Address Line 1:	1550 17th Street, Suite 500		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	031348-0253		

CH \$165.00 2608897

NAME OF SUBMITTER:	Pantea Garroussi
Signature:	/Pantea Garroussi/
Date:	08/01/2007
Total Attachments: 7 source=eSmartproposal#page1.tif source=eSmartproposal#page2.tif source=eSmartrepoagt#page1.tif source=eSmartrepoagt#page2.tif source=eSmartrepoagt#page3.tif source=eSmartrepoagt#page4.tif source=eSmartrepoagt#page5.tif	

May 29, 2003

VIA Airborne Express
and VIA FACSIMILE

Critical Devices, Inc.
Attention: Mr. Andrew Levi
1345 Valwood Parkway, Suite 302
Carrollton, Texas 75006

Re: Proposal to Critical Devices, Inc. to Accept Collateral in Satisfaction of Debt Due
ASAP Software Express, Inc.

Gentlemen:

Reference is hereby made to that certain Secured Loan Agreement and Note (the "Loan Agreement"); IP Security Agreement; Services Agreement; and Escrow Agreement, each dated January 18, 2001, by and between Critical Devices, Inc. ("Borrower") and ASAP Software Express, Inc. ("Lender") (collectively, and as amended from time to time, the "Loan Documents"). Unless otherwise indicated, all capitalized terms used herein shall have the same meanings as in the Loan Documents. Lender sent a notice of default to Borrower dated October 31, 2002 (the "Default Notice"), stating an Event of Default existed under the terms and provisions of the Loan Agreement. The Event of Default of which Borrower has received notice continues and the Default Notice remains in effect, and nothing stated herein shall change the effectiveness thereof.

Due to the Event of Default set forth in the Default Notice, under the rights afforded Lender under the provisions of the Loan Agreement and the UCC, Lender currently has the right to exercise any and all remedies available to it under the UCC and state law, including but not limited to foreclosure through public or private sale.

As provided in Article 9.620 of the UCC, Lender hereby proposes to accept all of the Collateral (as defined in the Loan Documents) in full satisfaction of the obligations due and owing to Lender under the Loan Agreement.


Please take notice that this proposal will not be effective, if Lender receives a notice of objection within the applicable time period provided for in Article 9 of the UCC from those persons to whom Lender is required by Article 9 of the UCC to send a copy of this proposal or who under Article 9 of the UCC may object to the proposal.

If you find this proposal acceptable, please sign below and return to me. Please take notice, however, that if you object to the aforementioned proposal, you must object, in writing within twenty days from the date hereof.

234268


May 29, 2003
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Very truly yours,

By:  5/29/03
Its: VICE PRESIDENT, CONTROLLER

Proposal accepted:

Critical Devices, Inc.

By: 
Its: PRESIDENT

PEACEFUL REPOSSESSION AGREEMENT
DATED: MAY 29, 2003

Critical Devices, Inc.
ATTN: Mr. Andrew Levi
1345 Valwood Parkway, Suite 302
Carrollton, Texas 75006

Re: Secured Loan Agreement and Note; IP Security Agreement; Services Agreement; and Escrow Agreement, each dated January 18, 2001, by and between Critical Devices, Inc. ("Borrower") and ASAP Software Express, Inc. ("ASAP") (collectively, and as amended from time to time, the "Loan Documents").

Gentlemen:

Reference is made to the above-referenced Loan Documents. Capitalized terms used in this Peaceful Repossession Agreement (the "Agreement") and not otherwise defined shall have the respective meanings ascribed to them in the Loan Documents.

A. GENERAL ACKNOWLEDGMENTS AND AGREEMENTS

1. Borrower has previously acknowledged, and by the signature below hereby acknowledges, that Borrower is in default of certain terms, conditions and covenants of the Loan Documents. Borrower has acknowledged, and by the signature below hereby confirms an Event of Default under the Loan Documents exists, continues and is not susceptible of cure, and that ASAP has the right to, and is warranted in, exercising its rights and remedies against the Collateral in accordance with the provisions of the Loan Documents and the Uniform Commercial Code (the "UCC").

2. Borrower does not contest that ASAP holds a valid and duly perfected first lien and security interest in the Collateral.

3. Borrower hereby represents and warrants to ASAP that during the past two years from the date of this Agreement, the only material disbursements and/or other transfers (material disbursement, and other transfer shall mean any thing of \$25,000 or more in value excluding ordinary payroll, normal travel expense reimbursement, or payments for normal business operating expenses) by Borrower to Insiders (for purposes of this Agreement, "Insiders" shall include, but is not necessarily limited to, officers, directors, equity holders and affiliates of Borrower, Aztec Systems, Inc., and/or Andrew Levi or any of their affiliates) are described on Exhibit "A" and that all other material transfers of money or property, including intellectual property licenses and/or other rights, from Borrower are recorded and evident on the books and records of Borrower, which shall also be surrendered hereunder. Further, Borrower represents to

ASAP that no Insider has been transferred any rights to or ownership interest in the "ASM" software or "ASM" code.

4. Borrower hereby expressly waives any and all claims and causes of action it may now or in the future have in respect of the validity and priority of ASAP's lien and in respect of ASAP's exercise of its rights and remedies in respect of the Collateral as contemplated hereby, under the Loan Documents and the UCC.

5. Borrower hereby irrevocably releases and discharges ASAP, its affiliated companies, and its agents, officers and successors and assigns (collectively, the "ASAP Group"), from any and all claims or demands of whatsoever nature, whether known or unknown, whether having arisen or hereafter arising out of or relating to (i) the Loan Documents; (ii) ASAP's actions in connection with or pursuant to the Loan Documents; or (iii) any other matter or dealing between or among the Borrower and ASAP. Conditioned upon return of any and all Collateral, ASAP releases and discharges Borrower from any and all claims or demands of whatsoever nature, whether known or unknown, whether having arisen or hereafter arising out of or relating to (i) the Loan Documents; (ii) Borrower's actions in connection with or pursuant to the Loan Documents; or (iii) any other matter or dealing between or among the Borrower and ASAP; provided, however, that if any acknowledgements and/or representations included herein are incorrect, ASAP's release of Borrower shall be null and void.

6. Borrower agrees never to institute or, except as required by law, aid in the institution or prosecution of any action or suit at law or in equity against ASAP, or the ASAP Group, or any one on account of any damage, loss, or injury either to person or property, known or unknown, past, present, or future, arising out of the claims released herein. Conditioned upon return of any and all Collateral, ASAP agrees never to institute or, except as required by law, aid in the institution or prosecution of any action or suit at law or in equity against Borrower on account of any damage, loss, or injury either to person or property, known or unknown, past, present, or future, arising out of the claims released herein; provided, however, that if any acknowledgements and/or representations included herein are incorrect, ASAP's release of Borrower shall be null and void.

7. Each of the undersigned represents and warrants that it is the current legal and beneficial owner of its respective claims released hereunder, that it has made no transfer or assignment of any or all of the claims released hereunder and that it has the authority to execute this Agreement.

8. Borrower hereby agrees to indemnify and hold ASAP harmless from and against all acts or omissions taken, and all decisions made by ASAP, or the ASAP Group, in good faith (other than through gross negligence or willful misconduct) in connection with the enforcement of its rights and remedies against the Collateral as provided in the Loan Documents and the UCC and as contemplated hereby and to pay the reasonable fees and expenses, including attorneys' fees and legal expenses, actually incurred by ASAP in connection with the defense of any such action, omission or decision, including any suit or proceeding relating thereto and any appeal

therefrom and the costs of any settlement thereof. Conditioned upon return of any and all Collateral, ASAP hereby agrees to hold Borrower harmless from and against all acts or omissions taken, and all decisions made by Borrower in good faith (other than through gross negligence or willful misconduct) in connection with the enforcement of its rights and remedies against the Collateral as provided in the Loan Documents and the UCC and as contemplated hereby; provided, however, that if any acknowledgements and/or representations included herein are incorrect, ASAP's Agreement to hold harmless Borrower shall be null and void. Borrower and ASAP acknowledge and agree that all obligations or liabilities, including but not limited to claims of infringement or other claims by third parties related to the existence or performance of the ASM system that are incurred concerning this Collateral as described in the Loan Documents after the return of the Collateral pursuant to this Agreement shall be the obligations of ASAP. Both Borrower and ASAP further acknowledge that any and all obligations or liabilities, including but not limited to, claims of infringement or other claims by third parties related to the existence or performance the ASM system concerning the Collateral as described in the Loan Documents that occurred prior to the return of the collateral pursuant to this Agreement is the obligations of the Borrower. Borrower hereby acknowledges and represents to ASAP that it knows of no claims of infringement or other claims by third parties related to the existence or performance of the ASM system.

9. The Borrower acknowledges and represents that the Software Escrow Agreement by and between the Borrower and Toshiba dated May 31, 2001 (the "Toshiba Agreement"), and the Software Escrow Agreement by and between Borrower and Stonehouse Technologies dated July 24, 2001 ("Stonehouse Agreement") are in effect, but that the source codes escrowed pursuant to both agreements shall not be released. Specifically, the Borrower acknowledges and agrees that the requirements provided for under both the Toshiba Agreement and the Stonehouse Agreement have not been met and that Borrower shall not release the source codes pursuant to either the Toshiba Agreement or the Stonehouse Agreement.

10. Borrower acknowledges and represents to ASAP that the Software Escrow Agreement by and between Borrower and Netsolve dated June 25, 2001 ("Netsolve Agreement") is in full force and effect. ASAP acknowledges that Borrower shall comply with the terms of the Netsolve Agreement including the obligation to deliver a copy of the ASM source code to Netsolve pursuant to the Netsolve Agreement. Borrower agrees and acknowledges that Netsolve is in compliance with the Netsolve Agreement as of the date of this Agreement and would be entitled to the ASM source code under the current Netsolve Agreement. In the event that the Borrower enters into a termination agreement with Netsolve within forty-five (45) days of the date of this Agreement that will result in the termination of the Netsolve Agreement on or before October 31, 2003 then the requirement, if any, to transfer the source code pursuant to the Netsolve Agreement will be based on the then established covenants of the termination agreement between Netsolve and CDI.

11. Borrower hereby acknowledges and represents to ASAP that there are no other Software Escrow Agreements other than the ones listed in A9 and A10 above, namely the Toshiba Agreement, the Stonehouse Agreement and the Netsolve Agreement.

12. Borrower hereby acknowledges and represents to ASAP that there are no creditors or judgment lien holders holding a security interest, lien, or other interests in the Collateral that has been pledged to ASAP pursuant to the Loan Documents. Further, Borrower acknowledges and agrees that the judgment obtain by A.I. Credit Corp. has been released.

B. AGREEMENTS REGARDING FORECLOSURE SALE

1. Under the rights afforded ASAP under the provisions of the Loan Documents and the UCC, ASAP hereby demands that Borrower surrender possession of all Collateral and Borrower agrees to peacefully surrender the Collateral to ASAP without the necessity of judicial process, and acknowledge that ASAP's action as effected hereby does not, and will not constitute a breach of the peace.

2. Borrower agrees to ASAP's acceptance in satisfaction proposal. If an objection is timely filed to ASAP's proposal, as provided for in the UCC, Borrower agrees that ASAP has the right to foreclose through public or private sale, as set forth in the Loan Documents and/or the UCC. If requested by ASAP, Borrower hereby agrees to assemble the Collateral at a location in Dallas, Texas deemed reasonably convenient to Borrower and ASAP. Borrower hereby agrees that ASAP shall have reasonable access to the Borrower's premises, including leased premises, in order to coordinate and prepare for the disposition of the Collateral and/or conduct any public or private sales in connection therewith. Borrower hereby agrees to permit ASAP to dispose of the Collateral from and at any of Borrower's premises where such Collateral may be assembled. Borrower hereby agrees that the Collateral can remain at the Borrower's premises without charge to ASAP for storage from now until such time as the Collateral have been disposed of.

3. Borrower agrees that under the provisions of the Loan Documents, ASAP shall have the right to sell, lease or otherwise dispose of the Collateral in its then condition or following any commercially reasonable preparation. The disposition of the Collateral may be by acceptance in satisfaction, public or private sale and may be made by way of one or more contracts. Borrower agrees that any sale or other disposition may be as a unit or in parcels and at any time and place on commercially reasonable terms. By Borrower's signature below, Borrower agrees to renounce any right to: (i) notification of any sale or disposition of the Collateral; and (ii) redeem the Collateral. Borrower acknowledges receipt of a signed copy of this Agreement constitutes receipt of a Notice of Sale pursuant to UCC, and agrees that all methods, manners and forms, of said notice are commercially reasonable.


4. If all of the Collateral is not returned to ASAP, ASAP retains all of its rights and remedies under the Loan Documents, and ASAP may exercise any and all rights and remedies provided for in the Loan Documents or otherwise in connection with the Obligations. The Borrower hereby waives and releases (and ASAP hereby acknowledges such wavier and release) of any and all rights of redemption, valuation, appraisalment, stay of execution, notice of intention to mature or declare due the whole or any part of the Obligations and the rights to a marshalling of the Collateral.

5. The Borrower and ASAP acknowledge and agree that Borrower will continue to maintain physical possession of the furniture, fixtures and equipment, computers and related packaged software (packaged software shall not include the software developed by Borrower, including, but not limited to the "ASM" software or the "ASM" Code) for no longer than sixty (60) days from the date of this Agreement (the "Collateral Usage Period") in order to service current customers only. Upon expiration of the Collateral Usage Period, the Borrower shall turn over physical possession of all the Collateral to ASAP or the then current owner of the Collateral as directed by ASAP.

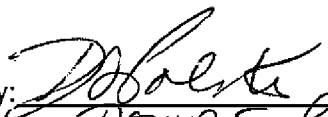
6. Borrower and ASAP acknowledge and agree that Borrower will be allowed to continue to service the CDI Partners and their respective customers for a period of not more than one hundred thirty five (135) days from the date of this agreement. In the event that Borrower enters into a termination agreement with Netsolve within 45 days as described herein, then Borrower shall be permitted to continue to service the CDI Partners and their respective customers until December 31, 2003.

ACKNOWLEDGED AND AGREED TO
AS TO ALL PARAGRAPHS:

CRITICAL DEVICES, INC.

By: 
Name: Andrew Leu
Title: President

ASAP EXPRESS SOFTWARE, INC.

By:  5/29/03
Name: DAVID S. FORSTNER
Title: VICE PRESIDENT, CONTROLLER