

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**08/30/2010**  
**900170495**

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	10/12/2004

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Rapid Survey Group, Inc.		08/30/2010	INC. ASSOCIATION: <i>Citizenship State: UT</i>

**RECEIVING PARTY DATA**

<b>Name:</b>	Overland Solutions, Inc.
<b>Street Address:</b>	10975 Grandview Dr., Ste. 400
<b>City:</b>	OVERLAND PARK
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66210
<b>Entity Type:</b>	INC. ASSOCIATION: <i>Citizenship State: Delaware</i>

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2932085	RAPID SURVEY GROUP

**CORRESPONDENCE DATA**

**Fax Number:** (913)663-8502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 913.663.8870  
**Email:** glb.bourk@olsi.net  
**Correspondent Name:** Gilbert (Gib) P. Bourk III  
**Address Line 1:** 10975 Grandview Dr., Ste. 400  
**Address Line 4:** OVERLAND PARK, KANSAS 66210

<b>NAME OF SUBMITTER:</b>	Gilbert (Gib) P. Bourk III
<b>Signature:</b>	/glb bourk/
<b>Date:</b>	08/30/2010

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**TRADEMARK**  
**REEL: 004275 FRAME: 0130**

*State: UT*

OP \$40.00 2932085

**Total Attachments: 21**

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## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** (this "Agreement"), dated as of October 12, 2004, is by and among **ITV Solutions, Inc., Castle Inspection Service, Inc., The Rapid Survey Group, Inc., and Castle Data Services, Inc.**, all Utah corporations ("Sellers"), **Jeffrey R. Smith and Mr. Craig Locante** ("Shareholders"), and **Overland Solutions, Inc.**, a Delaware corporation, (the "Buyer").

### WITNESSETH:

**WHEREAS**, The Sellers are engaged in the **ITV Business** (as defined in Section 1.11 below), and Shareholders are the sole shareholders and owners of Sellers; and

**WHEREAS**, subject to the terms and conditions of this Agreement, Buyer desires to purchase from Sellers, and Sellers desire to sell to Buyer, substantially all of those assets, rights and contracts of Sellers (other than cash) used in and relating to the conduct of the **ITV Business**;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE 1. DEFINITIONS

As used in this Agreement, the following terms have the meanings set forth below:

1.1 "Close" or "Closing" means the consummation of the transactions contemplated hereby.

1.2 "Closing Date" has the meaning set forth in Section 5.1 of this Agreement.

1.3 "Contracts" means any and all written contracts, agreements, purchase orders and invoices for work in process or backlog, leases, licenses and any and all other understandings and arrangements, express or implied, oral or written, whether or not enforceable, relating to the Purchased Assets, as defined herein, the conduct of the **ITV Business** or any liability or obligation of the Sellers, contingent or otherwise, as well as any agreement between Sellers and any officer, director or employee and any other person or entity relating to, or otherwise restricting or limiting the **ITV Business** including, but not limited to, those Contracts listed on Schedule 1.4 hereto.

1.4 "Dispute" has the meaning set forth in Section 11.7 of the Agreement.

1.5 "Effective Date" means the date that this Agreement is executed by Buyer and Sellers.

1.6 "Employee Benefit Plan" or "Plan" has the meaning set forth in Section 6.10 of the Agreement.

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1.7 "Encumbrance" means any title defect, mortgage, assignment, pledge, hypothecation, security interest, title or retention agreement, levy, execution, seizure, attachment, garnishment, deemed trust, lien, easement, option, right or claim of others, or charge or encumbrance of any kind whatsoever.

1.8 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

1.9 "Excluded Assets" means those assets of Sellers specifically listed on Schedule 1.10 attached hereto.

1.10 "Intangible Property" has the meaning set forth in Section 6.7 below.

1.11 "ITV Business" means the performance of residential insurance surveys and appraisals by the Sellers primarily for insurance companies, and a database of residential replacement cost values owned by the Sellers and currently provided to insurance companies.

1.12 "Gross Revenues" means gross revenues derived from the ITV Business by all Sellers or, after Closing, by the division or subsidiary of Buyer acquiring the Purchased Assets and continuing the active conduct of the ITV Business, excluding any revenue derived from customers that were previously customers of Buyer.

1.13 "Permits and Licenses" means all government permits, licenses, authorizations, certificates, approvals and other rights of every kind and character relating to the operation and conduct of the ITV Business or the Purchased Assets.

1.14 "Permitted Encumbrances" means any encumbrances previously disclosed by Sellers and accepted as a permitted encumbrance by Buyer and listed Schedule 1.14.

1.15 "Purchase Price" has the meaning set forth in Section 4.1 below.

1.16 "Purchased Assets" means all of Sellers' right, title and interest in and to all of the assets, properties, and rights of Sellers existing at Closing of every type and description, real, personal and mixed, tangible and intangible, wherever located as described on the attached Schedule 1.16, but will specifically exclude the Excluded Assets set forth in Schedule 1.10.

1.17 "Tax" or "Taxes" means any federal, state, local or foreign income, gross receipt, license, payroll, employment, excise, stamp, occupation, environmental (including any tax under Code Section 59A), franchise, profits, withholding, social security (or similar), unemployment, real property, personal property, sales, use, transfer, registration, value added, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

1.18 "Transaction Documents" has the meaning set forth in Article 11 of this Agreement.

## ARTICLE 2. PURCHASE AND SALE

Subject to and upon the terms and conditions hereof, and in reliance upon the representations, warranties and covenants contained herein, Sellers will validly sell, transfer, convey, assign and deliver to Buyer, and Buyer will purchase and acquire from Sellers, all of Sellers, right, title and interest in and to the Purchased Assets at Closing, free and clear of all Encumbrances, except for the Permitted Encumbrances, in exchange for payment of the Purchase Price by Buyer.

## ARTICLE 3. ASSUMPTION OF LIABILITIES

Buyer will not assume or have responsibility with respect to any liabilities or obligations of Sellers, except as expressly provided for under this Agreement. Sellers will be responsible for and will pay all obligations and liabilities arising from Sellers' use, ownership and operation of the Purchased Assets and/or the ITV Business prior to Closing, and Buyer is not assuming any of such obligations and liabilities pursuant to this Agreement or otherwise.

## ARTICLE 4. PURCHASE PRICE

4.1. Purchase Price. Subject to the terms and conditions of this Agreement, in reliance on the representations, warranties and covenants of the Sellers and the Shareholders contained herein, and in consideration of the sale, transfer, conveyance, and delivery of the Purchased Assets, Buyer will pay to Sellers on the date of the Closing an amount equal to a multiple of five (5) times the Earnings Before Interest, Taxes, Depreciation and Amortization ("EBITDA") for the period of September 1, 2003 through August 31, 2004, as set forth in Sellers' audited financial statements for that period, less an amount of [REDACTED] (the "Initial Purchase Price"). The parties hereto acknowledge and agree that immediately after Closing, Buyer, or that division or subsidiary of Buyer which will acquire the Purchased Assets and continue the active conduct of the ITV Business has separately agreed to and shall pay to former employees of Sellers, as described in Section 8.2, a total Bonus Pool of [REDACTED] to be allocated in the manner described in Section 8.2 (the "Bonus Pool").

4.2. Purchase Price Adjustment. Buyer will also pay to Sellers no later than the earlier of March 31, 2005 or within thirty (30) days of completing audited financials of Sellers for 2004, an amount equal to the total of a multiple of five (5) times the difference between calendar year 2004 EBITDA for Sellers as finally determined by the audit (as adjusted pursuant to Section 4.5 below), less an amount of [REDACTED] plus the Castle Data Services Adjustment as described below (the "Post Closing Adjusted Purchase Price"), less the Initial Purchase Price as determined pursuant to Section 4.1. For purposes of this paragraph, and in consideration of the parties' acknowledgement regarding the amount of money expended by the Sellers in developing a database of residential replacement cost values, the Post Closing Adjusted Purchase Price shall include an upward adjustment for the 2004 net loss incurred by Rapid Data Services, Inc. up to a maximum amount of \$170,000 (the "Castle Data Services Adjustment").

4.3(a). Additional Consideration for Purchased Assets Subject to the terms and conditions of this Agreement, in the event Gross Revenues of the ITV Business as conducted by Buyer or the division or subsidiary of Buyer acquiring the Purchased Assets and undertaking the continuation of the active conduct of the ITV Business for calendar year 2005 have increased at least 15% over the Gross Revenues of Sellers for calendar year (2004), Buyer will pay to Sellers as an additional amount of the total Purchase Price for the Purchased Assets, an amount of [REDACTED] within sixty (60) days of closing the books for 2005.

(b). Additional Consideration for Purchased Assets. Subject to the terms and conditions of this Agreement, in the event Gross Revenues of the ITV Business as conducted by Buyer or the division or subsidiary of Buyer acquiring the Purchased Assets and undertaking the continuation of the active conduct of the ITV Business for calendar year 2006 have increased at least 15% over the Gross Revenues of the ITV Business for calendar year 2005 as described in Subsection (a) above, Buyer will pay to Sellers as an additional amount of the total Purchase Price for the Purchased Assets, a second amount of [REDACTED] within sixty (60) days of closing the books for 2006.

The total Additional Consideration to be paid to Sellers pursuant to this Section 4.3 could equal a total amount of [REDACTED]

4.4. Unacquired Assets and Assumed Consideration. As of Closing, Sellers shall retain all cash on the books, records and financial statements of Sellers, which shall not constitute a part of the Purchased Assets. As of Closing, Buyers will assume accounts payable obligations, excluding accrued commissions, as documented on the books, records and financial statements of Sellers. As of Closing, Buyers will also acquire all accounts receivable of Sellers as documented on the books, records and financial statements of Sellers which shall be included as part of the Purchased Assets. Between the date of execution of this Agreement and the Closing Date Sellers agree to operate the business in the ordinary course and to take no extraordinary actions which would accelerate the normal course of collection of accounts receivable.

4.5. Allocation of Purchase Price. Attached as Schedule 4.5 is an allocation schedule (the "Allocation Schedule") pursuant to which the Purchase Price will be allocated to the Purchased Assets. The Allocation Schedule will be adjusted in the event of any post-closing adjustments thereto will be mutually agreed upon by the parties. Sellers and Buyer will file and cause to be filed Internal Revenue Service Form 8594 and all necessary tax returns, and will execute such other documents as may be required by any taxing authority, in a manner consistent with the Allocation Schedule.

4.6. Integration Expense Deduction. Buyer agrees that expenses incurred by Sellers during 2004, approved in advance and at the request of the Chief Executive Officer of Buyer, in order to facilitate the integration of the ITV Business of Sellers into Buyer's business shall be added back to the calendar year 2004 EBITDA for purposes of determining the Post Closing Adjusted Purchase Price pursuant to Section 4.2. This includes, but is not limited to, travel expenses, extra payrolls need, Castle employee time and materials related to the integration of the businesses.

## ARTICLE 5. CLOSING

5.1 Closing and Form of Payment. The Closing of the purchase and sale of the Purchased Assets will take place at 10:00 A.M. (central time) on December 31, 2004, or as soon as thereafter as practicable. On the date of the Closing (the "Closing Date"), Sellers will execute and deliver to Buyer all instruments necessary to transfer to Buyer the Purchased Assets as reasonably requested by Buyer and its counsel, and will deliver to Buyer the documents and payment described in Article 11. Buyer will pay to Sellers the Purchase Price as described in Section 4.1 by check or wire transfer.

## ARTICLE 6. REPRESENTATIONS AND WARRANTIES OF SELLERS AND SHAREHOLDERS

Subject to the disclosure schedules referencing the appropriate Section in this Article 6 reflecting certain exceptions, Sellers and Shareholders hereby, jointly and severally, represent, warrant and covenant to Buyer as follows:

6.1 Organization. Sellers are Subchapter S corporations duly organized, validly existing and in good standing under the laws of the State of Utah, and are duly qualified to transact business as Subchapter S corporations and are in good standing under the laws of those other states and jurisdictions where ownership or leasing of property or the conduct of the ITV Business requires them to be so qualified.

### 6.2 Authority.

6.2.1 Authority Generally. Sellers have full corporate power and authority to execute and deliver this Agreement and to perform their obligations hereunder, and to carry out the transactions contemplated by this Agreement. Sellers have full corporate power and authority to own and lease properties and to carry on the ITV Business as it is presently being conducted. This Agreement constitutes the valid and binding obligations of Sellers and Shareholders, enforceable against Sellers and Shareholders in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to the enforcement of creditors' rights generally and by general principles of equity. Without limiting the generality of the foregoing, the Board of Directors and shareholders for all the Sellers have duly authorized the execution, delivery and performance of this Agreement.

6.2.2 No Violation. Sellers are not subject to or obligated under any article of incorporation, bylaw, law, or regulation of any governmental authority, or any agreement or instrument, or any license, franchise or permit, or subject to any order, writ, judgment, injunction or decree, which would be breached or violated, or which would require notice of consent or approval of Sellers' execution, delivery and performance of this Agreement. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate, conflict with, or result in a breach of any provisions of, or constitute a default or an event which, with the giving of notice or lapse of time, or both, would constitute a default under or result in the termination of or

accelerate the performance required by or result in a right of termination or acceleration under or result in the creation of any Encumbrance upon any of the properties or assets of Sellers under any of the terms, conditions or provisions of Sellers articles of incorporation, bylaws or any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which Sellers are a party or to which Sellers may be subject, except where such violation, conflict, breach or default would not have a material adverse effect on any Sellers' ability to perform its obligations under this Agreement.

6.3 No Undisclosed Liabilities, Claims, Etc. Except for liabilities disclosed on Schedule 6.3, Sellers have no liabilities, obligations or claims (absolute, accrued, fixed or contingent, matured or unmatured, or otherwise), relating to the ITV Business or the Purchased Assets including liabilities, obligations or claims which may become known or arise after the Closing and which result from actions or occurrences of Sellers prior to Closing.

6.4 Certain Payments. On or before Closing, Sellers have paid, caused to have paid, or have properly accrued on the books and accounting records of Sellers, all bonuses of any kind (including without limitation incentive bonuses or production bonuses), and accounts payable that became due and payable prior to Closing or for calendar year 2004.

6.5 Title to Purchased Assets. Sellers are the sole lawful owner of, and have good and marketable title to, all of the Purchased Assets, free and clear of all Encumbrances, except for Permitted Encumbrances. There is no significant asset (other than cash on hand) used or required by Sellers in the conduct of the ITV Business which is not included in the Purchased Assets. The Purchased Assets are in good repair and operating condition, ordinary wear and tear excepted.

6.6 Permits and Licenses. The Permits and Licenses used in the operation of Sellers' ITV Business are adequate for the operation of the ITV Business, are valid and in full force and effect and will be validly transferred to Buyer at Closing. Sellers and their employees, agents and contractors own, hold or possess all Permits and Licenses or certifications which are necessary to entitle Sellers to own, lease, operate and use the Purchased Assets and to carry on and conduct the ITV Business as currently conducted. The execution of this Agreement and the consummation of the transactions contemplated hereby will not cause the occurrence of any breach, default or forfeiture of rights under any of the Permits and Licenses.

6.7 Intangible Property. Except as set forth on Schedule 6.7, Sellers do not own or use in connection with the Business (a) any patents, trademarks (registered or unregistered), trade names, assumed names and copyrights, nor has it on file any applications therefore; (b) any licenses, permissions and other agreements relating to intellectual property used in the Business; or (c) any agreements relating to technology, know-how or processes used in or necessary for the conduct to the Business. Except as set forth on Schedule 6.7, Sellers have the sole and exclusive right, free from any Encumbrances, to use such patents, trademarks, trade names, assumed names, technology, computer software applications and programs, websites, copyrights (other than copyrights licensed under non-exclusive software licenses held by Sellers), know-how and processes and all trade secrets, and Sellers have all licenses, permissions and other agreements relating to intellectual property, required for or incident to the conduct of the ITV Business as



currently conducted including rights to the use of all variations of the trade names "ITV Solutions, Inc., Castle Inspection Service, Inc., The Rapid Survey Group, Inc., Castle Data Services, Inc." (collectively, the "Intangible Property"), and the consummation of the transactions contemplated by this Agreement will not alter or impair any such rights. No royalties or fees are payable by Sellers to any third party by reason of the use of any of the intellectual property to which Buyer will succeed hereunder. No additional intellectual property is needed to permit Sellers to conduct its Business as now operated, and no other intellectual product or intellectual property rights of any kind are required by Sellers in connection with the operation of its Business. Except as set forth on Schedule 6.7, no claims have been asserted by any person with respect to the ownership, validity, enforceability or use of the Intangible Property and, to the knowledge of Sellers and Shareholders, there is no valid basis for any such claim, and the use of such Intangible Property by Sellers does not infringe on or dilute the rights of any person; no other person is infringing the rights of Sellers with respect to such Intangible Property.

**6.8 Contracts.** A complete and correct list of all of the Contracts, true and correct copies of which have been delivered to Buyer, is contained on Schedule 1.4 hereto. Sellers are not in default or alleged to be in default under any Contract nor are they aware of any default by any other party, and there exists no event, condition or occurrence which, after notice or lapse of time, or both, would constitute a default under any Contract. All of the Contracts are in full force and effect and constitute legal, valid and binding obligations of the parties thereto in accordance with their terms, and are capable of assignment to Buyer pursuant to this Agreement. Sellers have performed all of their obligations required to be performed as of the Closing under each Contract in accordance with its terms

**6.9 Litigation.** Except as disclosed in Schedule 6.9 hereto, Sellers are not a party to any pending or, to the knowledge of Sellers or Shareholders, threatened claim, action, suit, investigation or proceeding, nor are Sellers subject to any order, judgment or decree which could reasonably be expected to have an adverse effect on the Purchased Assets or the ITV Business, or which could affect the proposed transaction hereunder.

**6.10 Employment Matters.**

**6.10.1 Payroll.** Schedule 6.10.1 sets forth the total annual gross payroll of all employees and/or independent contractors of Sellers together with the amount of bonuses, contributions and other compensation of any nature to be paid to any such persons pursuant to agreement, custom or present understanding. No employee and/or independent contractors of Sellers listed on Schedule 6.10.1 has indicated in any way to, or notified, Sellers that such employee has or is contemplating terminating such employee's employment relationship with Sellers.

**6.10.2 Employee Plans Generally.** Except as set forth in Schedule 6.10.2(a) hereto, Sellers do not maintain, do not make any contributions to, nor have been obligated by law or agreement to establish, maintain, sponsor, or make any contributions to: (i) any employee pension benefit plan as described in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended, and regulations thereunder ("ERISA"); (ii) any employee welfare benefit plan as described in Section 3(1) of ERISA, including, without

limitation, any arrangement providing for the payment of health benefits to former employees or their beneficiaries; (iii) any formal or informal severance plan or arrangement, including, without limitation, any arrangement providing for payments to be made to any person contingent upon a change of ownership or effective control of Sellers or ownership of a substantial portion of the assets of Sellers; or (iv) any other deferred compensation, bonus, stock option, stock purchase, insurance, or other employee benefit plan, agreement, fund, or arrangement, whether or not set forth in writing, providing benefits of economic value to any employee, former employee, current or former contractor, or present or former beneficiary, dependent, or assignee other than regular salary, wages, or commissions paid substantially concurrently with the performance of the services for which paid (individually or together referred to as "Employee Benefit Plan" or simply "Plan" or "Plans"). To the knowledge of Sellers and Shareholders no such Plan is subject to Title IV of ERISA. Prior to Closing, Sellers will have delivered to Buyer a copy of each instrument constituting each Plan or a part of each Plan, as well as the Summary Plan Description or other written communication(s) describing each Plan. Schedule 6.10.2(b) sets forth: (i) those employees of Sellers that have devoted substantially all of their working time and attention to the ITV Business during the six (6) month period prior to the Closing and that Buyer has indicated it will retain following the Closing; and (ii) those employees of Sellers, if any, that will not be retained by Buyer following the Closing

6.10.3 Each of the Plans have been administered in accordance with their terms and with all applicable provisions of ERISA, the Internal Revenue Code of 1986, as amended (the "Code") and other applicable federal and state laws and all reporting and disclosure requirements under ERISA and the Code have been met as of the Closing, or, if not, such non-compliance will not result in liability to Buyer, Sellers or any employees of Sellers.

6.10.4 Compliance with COBRA. With respect to any Plan that is a group health plan within the meaning of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and regulations there under ("COBRA"), Sellers have not taken, or failed to take, any action, and, to the best of Sellers' knowledge, no action or event or omission has occurred, that could cause Sellers to incur any material liability under applicable law on account of a failure to comply with the continuation coverage requirements of COBRA or any applicable state law. To the extent required under applicable COBRA regulations, Buyer shall offer COBRA continuation rights under Buyer's group health plan to any employee of Sellers eligible for such continuation coverage as of the Closing.

6.10.5 Contributions and Funding. Sellers have made and will make on a timely basis all contributions or payments required, if any, in respect of each Plan prior to the Closing.

6.10.6 Notwithstanding any provision hereof to the contrary, except for continuing COBRA coverage as described in Section 6.10.4 Buyer is not assuming any responsibility for, or liability or obligation under or relating to, any Plan. Sellers agree to

indemnify and hold Buyer harmless from any claim or liability (including attorneys' fees) in any way connected with any Plan.

6.11 Brokers and Finders. Neither Sellers nor Shareholders have employed, directly or indirectly, any broker or finder or incurred any liability for any financial advisory fees, brokerage fees, commissions or finders' fees, and no broker or finder has acted directly or indirectly on behalf of Sellers or Shareholders in connection with this Agreement or the transactions contemplated hereby.

6.12 Consents and Approvals. Except for necessary corporate action and consents with respect to the assignment to Buyer of certain of the Contracts on Schedule 1.4, no order, permission, consent, approval, license, authorization, registration or validation of, or filing with, or exemption by any governmental body, authority or agency, or any other person is required to authorize, or is required in connection with the execution, delivery or performance by Sellers of this Agreement, or any other agreement or instrument to be executed or delivered by Sellers herewith.

6.13 Compliance with Laws. Sellers have at all times conducted the ITV Business in compliance with all applicable laws, ordinances, statutes, rules and regulations of foreign, federal, state and local governmental authorities. Sellers hold, and are in compliance with, all Permits and Licenses and authorizations necessary for the conduct of Sellers' ITV Business pursuant to applicable laws, ordinances, statutes, rules and regulations of any governmental body, agency or commission to which Sellers and/or the Purchased Assets may be subject, and such licenses, permits and authorizations which are transferable to Buyer, and are so transferred, will be in full force and effect at Closing. Sellers have not received any notice of any alleged violation of any such statute, order, rule, regulation or requirement in connection with the Business or the Purchased Assets.

6.14 Taxes, Tax Reports, Tax Returns and Payments. Sellers have at all times since their inception been taxed as S Corporations under the Code. Sellers have duly and timely filed all Tax Returns for Taxes required to be filed by Sellers or for which they may be held responsible under applicable laws, and have paid all Taxes, if any, due and payable by or with respect to which a taxing or collection authority has issued a proposed or final assessment or made any similar claim. All Taxes not yet due have been fully accrued on the financial statements and in the books and records of Sellers and adequate reserves established therefore; the charges, accruals and reserves which have been provided for in the financial statements of Sellers in respect of all Taxes are adequate, and there are no unpaid assessments for additional Taxes for any fiscal period, nor is there any basis therefore not provided therefore in the financial statements. There are no Encumbrances on any of the Purchased Assets that arose in connection with any failure (or alleged failure) to pay any Taxes, and, Sellers have withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee employed by Sellers, leased employee, independent contractor, creditor, or other third party. There is no dispute or claim concerning any Taxes of Sellers either (i) claimed or raised by any governmental authority in writing or (ii) as to which any of the directors, officers, stockholders, or representatives of Sellers have knowledge. No Tax Returns of Sellers are currently under audit or examination by any governmental authority. Sellers have not waived any

statute of limitations in respect of Taxes of Sellers or agreed to any extension of time with respect to an assessment or deficiency for Taxes of Sellers.

6.15 Accuracy and Survival of Representations and Warranties. The representations and warranties made by Sellers and Shareholders do not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements herein or therein, in light of the circumstances in which they are made, not misleading. The representations and warranties made by Sellers and the Shareholders will survive the Closing for the periods set forth in Section 12.4 hereof, and will be deemed incorporated, whether explicitly stated therein or not, into all documents, agreements and instruments delivered by Sellers or Shareholders to Buyer at Closing.

#### ARTICLE 7. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents, warrants and covenants to Sellers and Shareholders as follows:

7.1. Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is in good standing under the laws of those other states and jurisdictions where ownership or leasing of property or the conduct of its business requires them to be so qualified.

7.2. Authority. Buyer has full power and authority to execute and deliver this Agreement and to perform Buyer's obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions hereby have been duly and validly authorized by all necessary action on the part of Buyer. This Agreement constitutes the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to the enforcement of creditors' rights generally and by general principles of equity. Without limiting the generality of the foregoing, the Board of Directors of Buyer have duly authorized the execution, delivery and performance of this Agreement.

7.3. Accuracy and Survival of Representations and Warranties. The representations and warranties made by Buyer do not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements herein or therein, in light of the circumstances in which they are made, not misleading. The representations and warranties made by Buyer will survive the Closing for the periods set forth in Section 12.4 hereof, and will be deemed incorporated, whether explicitly stated therein or not, into all documents, agreements and instruments delivered by Buyer to Sellers and or Shareholders at Closing.

#### ARTICLE 8. COVENANTS

8.1. Prorations on Closing. The following expenses relating to the Purchased Assets will be paid as follows:

8.1.1 Personal property taxes and assessments which have been paid with respect to the Purchased Assets for any period of time subsequent to the Closing will be paid by Buyer to Sellers at Closing. If the current tax bills are unavailable at the Closing, the actual tax payments will be used for proration purposes and taxes will be re-prorated between Buyer and Sellers when the current year's tax liability is finally determined.

8.1.2 Sellers will be responsible for any and all costs associated with the current and former employees, contractors or leased employees, of the ITV Business up to and including the Closing including, but not limited to, payment of health insurance benefits, worker's compensation premiums, payroll taxes, severance pay and similarly related items. From and after the Closing, Buyer will be responsible for any and all such costs associated with those employees that Buyer chooses to hire in the ITV Business including, but not limited to, payment of health insurance benefits, worker's compensation premiums, payroll taxes, severance pay and similarly related items. Except with respect to payment of accrued vacation or sick leave, from and after the Closing, to those employees that Buyer chooses to hire in the ITV Business, Buyer will not be responsible for any costs associated with employees, contractors or leased employees, their payroll or benefits, prior to and including the Closing.

8.2 Buyer agrees at Closing to pay an aggregate amount of [REDACTED] (the "Bonus Pool") as a signing bonus to those individuals identified on Schedule 8.2(a) who execute the Retention Agreement on Schedule 8.2(b) in amounts and at such times as shown on Schedule 8.2(a). In the event any individual identified on Schedule 8.2(a) is not employed for any reason at or after Closing by Buyer or that division or subsidiary of Buyer which will acquire the Purchased Assets and continue the active conduct of the ITV Business, then said individual is no longer eligible to receive funds from Buyer, and Buyer shall return forfeited funds that would have been distributed to said ineligible individual back to the Bonus Pool. Any funds remaining in the Bonus Pool, above and beyond the requirements to pay individuals as documented on Schedule 8.2(a), whether before or after the dates payments are due as specified in Schedule 8.2(a), may be distributed to employees of Buyer or that division or subsidiary of Buyer which will acquire the Purchased Assets and continue the active conduct of the ITV Business in amounts and at times as determined by Jeffrey R. Smith, who will be appointed as Chief Executive of the division or subsidiary of Buyer which will acquire the Purchased Assets and continue the active conduct of the ITV Business, and Senior Vice President of Overland Solutions. Mr. Smith shall notify Buyer in writing prior to making any distributions from the Bonus Pool, which shall in no event exceed an aggregate amount of [REDACTED].

8.3 Sellers, Employees. Except for the employment of Messrs. Smith and Locante, Buyer will have no obligation to hire or retain any employees of Sellers and will not assume or become responsible for payment of any salary, compensation, benefits, accrued vacation or sick leave, severance pay, insurance, tax or other obligations with respect to employees not hired or retained by Buyer.

8.4 Further Assurances. From time to time, Buyer, Sellers and Shareholders will execute and deliver, or cause to be executed and delivered, all such consents, assurances, documents and instruments and will take, or cause to be taken, all such further or other actions as

the parties may reasonably deem necessary or desirable to carry out the purpose and intent of this Agreement and to consummate the transactions contemplated hereby.

8.5 Name Change. Upon Closing, Sellers and Shareholders will take such actions as are necessary to permit Buyer to assume and use the name(s) "ITV Solutions, Inc., Castle Inspection Service, Inc., The Rapid Survey Group, Inc., and Castle Data Services, Inc." in operating its business as an ongoing concern.

8.6 Operation of ITV Business During Additional Consideration Years. During the calendar years 2005 and 2006 (the "Additional Consideration Years") Buyer on behalf of itself and that division or subsidiary of Buyer which will acquire the Purchased Assets and continue the active conduct of the ITV Business covenants that it will not reduce or divert ITV Business generated revenue from the ITV Business, and that the ITV Business will receive full credit for all revenue it generates consistent with the operation and revenue recognition practices (excluding cash v. accrual method of accounting) of Sellers in conducting such business prior to Closing with the intention that the goodwill and ongoing ITV Business shall be unimpaired and operated to maximize revenues during the Additional Consideration Years.

8.7 Sales and Transfer Taxes. All sales and transfer taxes, if any, incurred in connection with the transfer of the Purchased Assets contemplated hereby will be borne by Sellers.

8.8 Confidentiality. At all times from and after the date of this Agreement, the parties hereto will maintain in strict confidence all of the terms and conditions of this Agreement, and the documents, materials and other agreements relating to the transactions contemplated hereby, and will disclose only such confidential information to their attorneys, accountants and advisors on a need-to-know basis for purposes of the transactions contemplated by this Agreement. Upon the breach of any of the provisions of this Section 8.6, the non-breaching party, in addition to other rights and remedies, may apply to any court of law or equity for specific performance and/or injunctive relief, without the requirement to post bond or any other security.

## ARTICLE 9. BUYER'S CONDITIONS PRECEDENTS

The obligations of Buyer hereunder are subject to the fulfillment or waiver of each of the following conditions before or upon the Closing Date:

9.1 Representations and Warranties. The representations and warranties of Sellers and Shareholders contained herein shall have been true and correct in all material respects as of the Closing Date.

9.2 Covenants and Conditions. Sellers and Shareholders shall have performed and complied with all covenants and conditions required by this Agreement to be performed and complied with by Seller prior to the Closing Date.

9.3 Proceedings. No action, proceeding or order by any court or governmental body shall have been threatened in writing, asserted, instituted or entered to restrain or prohibit the

carrying out of the transactions contemplated hereby and no bankruptcy proceeding involving Sellers shall have commenced.

9.4 Subscription Agreements. Mr. Smith and Mr. Locante shall have executed Subscription Agreements to purchase stock of Overland Holdings, Inc. in the form of Exhibits 9.4.1 and 9.4.2, hereto. Buyer acknowledges that Messrs. Smith and Locante have received no financial statements or other information regarding Buyer other than the representations of Buyer contained in this Agreement.

9.5 Employment Agreements. Mr. Smith and Mr. Locante shall have executed Employment Agreements to continue employment with Buyer in the form of Exhibits 9.5.1 and 9.5.2, hereto.

9.6 Other Employees. Subscription Agreements and Retention Agreements for any other employee of Sellers who is to receive stock options as part of the transaction contemplated herein shall have been executed and delivered to Buyer.

9.7 Closing Deliveries. Buyer shall have received all documents, duly executed by Sellers and Shareholders in a form satisfactory to Buyer and its counsel, referred to in Section 11.1.

9.8 Consents and Approvals. Sellers shall have obtained assignments from contracting parties for those agreements identified on Schedule 1.4, and Sellers shall have obtained third-party approvals and consents to the consummation of the transactions contained herein on terms and conditions reasonably satisfactory to Buyer. This Agreement and the transactions contemplated hereby shall have been approved by the Board of Directors and shareholders of Sellers.

#### **ARTICLE 10. SELLERS' AND SHAREHOLDERS' CONDITIONS PRECEDENT.**

The obligations of Sellers and Shareholders hereunder are subject to the fulfillment or waiver of each of the following conditions before or upon the Closing Date:

10.1 Representations and Warranties. The representations and warranties of Buyer contained herein shall have been true and correct in all material respects as of the Closing Date.

10.2 Covenants and Conditions. Buyer shall have performed and complied with all covenants and conditions required by this Agreement to be performed and complied with by Buyer prior to the Closing Date.

10.3 Proceedings. No action, proceeding or order by any court or governmental body shall have been threatened in writing, asserted, instituted or entered to restrain or prohibit the carrying out of the transactions contemplated hereby.

10.4 Subscription Agreements. Buyer shall have executed Subscription Agreements to allow Messrs. Smith and Locante to purchase stock of Overland Holdings, Inc. in the form of Exhibits 9.4.1 and 9.4.2, hereto. Buyer acknowledges that Messrs. Smith and Locante have

received no financial statements or other information regarding Buyer other than the representations of Buyer contained in this Agreement.

10.5 Employment Agreements. Buyer shall have executed Employment Agreements to employ Messrs. Smith and Locante in the form of Exhibits 9.5.1 and 9.5.2, hereto.

10.6 Bonus Pool. Buyer shall have set aside and comply with the requirements of the distribution of the Bonus Pool as described in Section 8.2.

10.7 Closing Deliveries. Sellers and Shareholders shall have received all documents, duly executed by Buyer in form satisfactory to Sellers and Shareholders and their counsel, referred to in Section 11.2.

10.8 Consents and Approvals. Buyer shall have obtained all necessary approvals of the Board of Directors of Overland Solutions, Inc, and Overland Holdings, Inc. to the consummation of the transactions contained herein.

#### ARTICLE 11. DELIVERIES AT CLOSING

At the Closing, Sellers and Buyer will deliver, in addition to this Agreement, the following additional agreements and instruments (the "Transaction Documents"), respectively:

11.1 Deliveries by Sellers. At Closing, Sellers and/ or Shareholders, as applicable will deliver to Buyer:

11.1.1 All other instruments of sale, transfer, assignment or conveyance as are necessary to convey to Buyer all of Sellers' right, title and interest in and to the Purchased Assets;

11.1.2 Copies of resolutions of the Sellers Board of Directors and stockholders, authorizing the execution, delivery and performance of this Agreement and all other Transaction Documents;

11.1.3 An Employment Agreement duly executed by Mr. Smith in the form of Exhibit 9.5.1 (the "Jeff Smith Employment Agreement");

11.1.4 An Employment Agreement duly executed by Mr. Locante in the form of Exhibit 9.5.2 (the "Craig Locante Employment Agreement");

11.1.5 A Subscription Agreement duly executed by Mr. Smith in the form of Exhibit 9.4.1 (the "Subscription Agreement");]

11.1.6 A Subscription Agreement duly executed by Mr. Locante in the form of Exhibit 9.4.2 (the "Subscription Agreement");

11.1.7 Any other instruments or documents deemed reasonably necessary or desirable by Buyer in order to consummate the transactions contemplated hereby.



- 11.2 Deliveries by Buyer. At Closing, Buyer will deliver to Sellers the following:
- 11.2.1 The Purchase Price;
  - 11.2.2 The Jeff Smith Employment Agreement duly executed by Buyer;
- and
- 11.2.3 The Craig Locanto Employment Agreement duly executed by Buyer; and
  - 11.2.4 The Subscription Agreement duly executed by Mr. Smith; and
  - 11.2.5 The Subscription Agreement duly executed by Mr. Locanto; and
  - 11.2.6 Any other instruments or documents deemed reasonably necessary or desirable by Sellers to consummate the transactions contemplated hereby.

## ARTICLE 12. INDEMNIFICATION

12.1 Indemnification by Sellers and Shareholders. Sellers and Shareholders will, jointly and severally, indemnify, defend and hold harmless Buyer from and against any and all claims, liabilities, costs, damages, losses or expenses of any nature (including, without limitation, attorneys' fees, court costs, investigation costs and amounts paid in settlement), arising out of, resulting from or relating to (a) services performed by Sellers before the Closing; (b) the operation of any of the Purchased Assets prior to the Closing; (c) operations or transactions of Sellers or any of its Affiliates occurring before the Closing; (d) any breach by Sellers of any of its respective representations, warranties and agreements under this Agreement; and (e) any employee, contractor, investment banker, broker, finder or intermediary employed by Sellers.

12.2 Indemnification by Buyer. Buyer will indemnify, defend and hold harmless Sellers and Shareholders from and against any and all claims, liabilities, costs, damages, losses or expenses of any nature, arising out of, resulting from or relating to the operation of the Purchased Assets after the Closing, or any breach by Buyer of any of its representations, warranties, covenants and agreements under this Agreement;

### 12.3 Procedures for Indemnification.

12.3.1 A party or parties entitled to indemnification hereunder with respect to a third party claim (the "Indemnified Party") will give the party or parties required to provide such indemnification (the "Indemnifier") prompt written notice of any legal proceeding, claim or demand instituted by any third party (in each case, a "Claim") in respect of which the Indemnified Party is entitled to indemnification hereunder.

12.3.2 The Indemnifier will have the right, at its option and expense, to defend against, negotiate, settle or otherwise deal with any Claim with respect to which it is the Indemnifier and to have the Indemnified Party represented by counsel, reasonably

satisfactory to the Indemnified Party, selected by the Indemnifier; *provided; however*, that the Indemnified Party may participate in any proceeding with the counsel of its choice and at its expense; and *provided further*, that the Indemnifier may not enter into a settlement of any such Claim without the consent of the Indemnified Party unless such settlement requires a monetary payment for which the Indemnified Party has no responsibility or obligation, or involves other matters not binding upon the Indemnified Party.

12.3.3 The Indemnified Party will not settle any Claim with respect to which it is the Indemnified Party without the prior written consent of the Indemnifier, which will not be unreasonably withheld.

12.3.4 The parties will cooperate fully with each other in connection with the defense, negotiation or settlement of any Claim.

12.4 All representations and warranties in this Agreement, including any certificate or Schedule made a part thereof or Exhibit delivered pursuant to this Agreement, shall survive the Closing and continue in full force and effect until the second anniversary of the Closing Date (referred to herein as the "Indemnity Termination Date"). Notwithstanding the foregoing, the provisions of Section 6.14 shall continue for six months after the expiration of the applicable statute of limitations for assessment of additional taxes. All claims for indemnification under this Agreement made by either party must be made by the Indemnity Termination Date (other than claims by Buyer under Section 6.14 which must be made by the expiration of six (6) months after the expiration of the applicable statute of limitations for assessment of additional taxes).

### ARTICLE 13. MISCELLANEOUS PROVISIONS

13.1 Entire Agreement. This Agreement contains the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties relating to the subject matter hereof.

13.2 Assignability. Neither party hereto may assign or transfer its rights and obligations under this Agreement without the prior written consent of the other party. This Agreement will inure only to the benefit of, and be binding upon, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

13.3 Negotiated Transactions. This Agreement was negotiated by the parties hereto and will be deemed to have been drafted by all of the parties hereto.

13.4 Amendment. This Agreement may not be amended, modified or terminated except by an instrument in writing signed by all of the parties to this Agreement.

13.5 Governing Law. This Agreement will be governed by and construed, interpreted and enforced in accordance with the laws of the State of Delaware, without regard to the conflicts of laws principles thereof.

13.6 Severability. If any provision of this Agreement is, for any reason, declared invalid or unenforceable in any respect, the remainder of the Agreement, other than such

provision, will not be affected thereby and will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

13.7 Attorney's Fees. In the event any party institutes litigation or arbitration to enforce or protect its rights under this Agreement, the party prevailing in any such proceeding will be entitled, in addition to all other relief, to reasonable attorney's fees, out of pocket costs and disbursements relating to such proceeding.

13.8 Specific Performance. Buyer and Sellers acknowledge and agree that the other party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached, and each of Buyer and Sellers will be entitled to enforce specifically this Agreement and the terms and provisions thereof in any action instituted in any court having jurisdiction over Buyer and Sellers and the matter in addition to any other remedy to which they may be entitled, at law or in equity.

13.9 Notices. All notices, requests, demands and other communications under this Agreement will be in writing, and will be deemed to have been given when delivered personally, when received if sent by facsimile transmission and confirmed, on the date after deposit with a recognized overnight courier if deposited, postage prepaid, addressed as follows or on the second business day after deposit if mailed by certified or registered mail, postage prepaid, addressed as follows or to such other address as may be requested in writing from time to time by any party hereto:

(a) If to Sellers to:

ITV Solutions, Inc.  
Castle Inspection Service, Inc.  
The Rapid Survey Group, Inc.  
Castle Data Services, Inc.  
3216 Highland Drive, Suite 201  
Salt Lake City, Utah 84106

If to Shareholders to:

Jeffrey R. Smith  
[REDACTED]  
[REDACTED]

Craig Locante  
[REDACTED]  
[REDACTED]

With a copy to

Charles R. Brown  
Clyde Snow Sessions & Swenson  
[REDACTED]

[REDACTED]

(b) If to Buyer, to:  
Overland Solutions, Inc.  
11880 College Boulevard, suite 400  
Overland Park, Kansas 66210

13.10 Expenses. Except as otherwise provided in this Agreement, each of Buyer and Sellers will bear, without right of reimbursement from each other, all costs and expenses incurred by such party incident to the negotiation, preparation and execution of this Agreement and performance of the parties' respective obligations hereunder, including, without limitation, all fees and disbursements of legal counsel, accountants and consultants engaged by the respective parties in connection with the transactions contemplated by this Agreement; provided, however, Sellers will be responsible for and will pay all sales and transfer taxes, if any.

13.11 Waiver. No waiver of any breach or default hereunder will be considered valid unless in writing and signed by the party against whom the waiver is sought to be enforced, and no such waiver will be deemed a waiver of any subsequent breach or default of the same or similar nature.

13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same agreement. All exhibits and schedules referred to in this Agreement are attached to and incorporated into this Agreement as though set forth in full.

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

SELLERS:

ITV SOLUTIONS, INC.

By: Jeffrey R. Smith  
Name: Jeffrey R. Smith  
Title: CEO

CASTLE INSPECTION SERVICE, INC.

By: Jeffrey R. Smith  
Name: Jeffrey R. Smith  
Title: CEO

**THE RAPID SURVEY GROUP, INC.**

By: Jeffrey R. Smith  
Name: Jeffrey R. Smith  
Title: CEO

**CASTLE DATA SERVICES, INC.**

By: Jeffrey R. Smith  
Name: Jeffrey R. Smith  
Title: CEO

**SHAREHOLDERS:**

Jeffrey R. Smith  
Jeffrey R. Smith

Craig Locante  
Craig Locante

**BUYER:**

**OVERLAND SOLUTIONS, INC.**

By: Carlton P. Bowles III  
Name: Carlton P. Bowles III  
Title: S.V.P. & General Counsel

**Schedule 6.7**

**Intangible Property**

**Sellers proprietary website**

**Sellers proprietary inspection reports – web based and desk top versions**

**Sellers database of approximately 250,000 inspections**

**Sellers database of replacement cost values which includes material costs and local construction costs broken down by zip code**

**Sellers database of more than 6,000 contractor interviews**

**Sellers web based residential replacement cost estimator**

**Sellers training programs and materials, including manuals, presentations and on-line training**

**Any patents, trademarks (registered or unregistered) other than company names?  
Licenses or agreements to relating to intellectual property used in the business?  
any agreements pertaining to technology, know how or processes used in the business?**

**Please note:**

**Schedule 6.7 was included as it demonstrates the transfer of ownership of trademarks and patents arising from OSI's asset purchase of iTV Solutions, Inc., Castle Inspection Service, Inc., The Rapid Survey Group, Inc. and Castle Data Services, Inc.**

**All other schedules have been redacted to preserve confidentiality of the Agreement.**