

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Order Granting Debtors' Motion to Sell / Asset Purchase Agreement

CONVEYING PARTY DATA

Name	Execution Date
Ardent Communications, Inc. - formerly CAIS, Inc.	05/21/2002
CAIS Software Solutions, Inc.	05/21/2002

RECEIVING PARTY DATA

Name:	Logiclink Corporation
Street Address:	6 Bendix
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92618

PROPERTY NUMBERS Total: 6

Property Type	Number
Application Number:	09406168
Patent Number:	D380457
Patent Number:	D380739
Patent Number:	D384832
Patent Number:	5987498
Patent Number:	D404025

CORRESPONDENCE DATA

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PATENT

REEL: 015756 FRAME: 0388

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NAME OF SUBMITTER:

William W. Schaal

Total Attachments: 22

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IN THE UNITED STATES BANKRUPTCY COURT FOR
THE DISTRICT OF COLUMBIA

FILED AND ENTERED

MAY 22 2002

Denise H. Curtis, Clerk
U.S. Bankruptcy Court for D.C.

In re:

ARDENT, INC., et al.

Debtors-in-Possession

Case No. 01-2086
Chapter 11
Jointly Administered

**ORDER GRANTING DEBTORS' MOTION TO SELL
SUBSTANTIALLY ALL OF CAIS SOFTWARE SOLUTION, INC.'S
ASSETS TO LOGICLINK CORPORATION**

Upon consideration of the Debtors' Motion (the "Motion") to Sell Substantially All of CAIS' Assets to Logiclink Corporation (the "Purchaser"), and the Court finding that the Purchaser is a good faith purchaser under 11 U.S.C. § 363(m), and after appropriate notice and a hearing, it is hereby

ORDERED, that the Motion is GRANTED in its entirety, and it is hereby

ORDERED that the Debtors be, and the same hereby are, authorized to sell the Assets to the Purchaser in accordance with the Asset Purchase Agreement, except as modified herein, free and clear of all liens, claims, interests, encumbrances and security interests with the proceeds attaching to such liens, if any and, after the date of closing on the sale to Purchaser; and it is hereby

ORDERED, that the purchase price be, and the same hereby is, [REDACTED] plus the other consideration provided under the Asset Purchase Agreement; and it is further

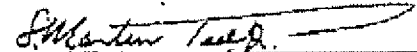
ORDERED, that Microsoft software and any other intellectual property obtained by the Debtors pursuant to Microsoft Select Master Agreement No. 01-71433, Amendment One to the Microsoft Select Agreement, and Microsoft Select Enrollment Agreement Nos. 7673750 and 9823550 shall not constitute Assets and shall not be sold,

provided however that any Microsoft software and other intellectual property obtained by the Debtors from Original Equipment Manufacturers shall constitute Assets and may be sold; and it is further

ORDERED, that no Cisco software or interest in such software is being transferred to the Purchaser, and all rights and claims of Cisco with respect to its software licenses remain unaffected by this sale. In order to lawfully operate Cisco equipment using Cisco software, a software license or other agreement with Cisco must be obtained by the Purchaser; and it is further

ORDERED, that the Debtors are empowered to take such actions and execute and deliver such documents as are necessary to effectuate the terms of this Order.

~~Printed~~
Entered this 15th day of May, 2002.


S. Martin Teel, Jr.
United States Bankruptcy Judge

Copies to:

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Attorneys for LogiLink

FILED TO THE ABOVE NAMED
23 DAY OF May 20 02
Sally Myers
DEPUTY CLERK

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of the 23rd day, April 2002, by and amongst (i) ARDENT COMMUNICATIONS, INC., a Delaware corporation ("Ardent"), and CAIS Software Solutions, Inc., a California corporation, all debtors and debtors-in-possession (together Ardent and CAIS Software Solutions are referred to as the "Seller"), each with a principal place of business at 6849 Old Dominion Drive, Suite 200, McLean, Virginia 22101, and Logicielink Corporation, a Michigan corporation, (the "Buyer"), with a principal place of business at 15 Studebaker, Irvine CA 92618. Seller and Buyer are sometimes referred to collectively as the "Parties."

RECITALS

WHEREAS, Seller is in the business of providing internet access and infrastructure and furnishing proprietary software and services that turn Internet kiosks and public computers into secure unattended systems capable of remote monitoring and management from central locations (the "Business");

WHEREAS, on October 10, 2001 and October 26, 2001, Seller filed a voluntary chapter 11 petition commencing a case in the United States Bankruptcy Court for the District of Columbia (the "Bankruptcy Court"), Case Nos. 01-02085, No. 01-2209 (the "Chapter 11 Case");

WHEREAS, Buyer desires to purchase certain of the assets of Seller on an expedited basis, and Seller desires to sell, assign, and transfer to Buyer such assets on an expedited basis, as more particularly described herein and in accordance with Sections 105, 363 and 365 of the United States Bankruptcy Code (the "Bankruptcy Code");

WHEREAS, the Parties agree that time is of the essence in connection with the transactions contemplated hereby, and Buyer has stated that a rapid consummation of the transactions contemplated hereby is essential; and

WHEREAS, the assets to be sold by Seller and acquired by Buyer hereunder will be sold pursuant to an order of the Bankruptcy Court approving such sale under Sections 105, 363, and 365 of the Bankruptcy Code.

NOW, THEREFORE, for and in consideration of the foregoing and their mutual covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. SALE OF ASSETS; ASSUMPTION OF LIABILITIES

(a) Acquired Assets. At the Closing (as defined in Section 3(a)), pursuant to Sections 105, 363, and 365 of the Bankruptcy Code and on the terms and subject to the conditions of this Agreement, Seller will sell, assign, and transfer to Buyer, and Buyer will purchase, all of Seller's right, title, and interest, subject to any limitations or restrictions thereon,

in and to the following assets of Seller (the "Acquired Assets"):

- (i) the United States patent and patent applications of Seller list on Schedule 1(a)(i) (the "Patents");
- (ii) the trademarks and copyrights (and any registrations and applications to register trademarks) of Seller listed on Schedule 1(a)(ii) (the "Trademarks");
- (iii) all CAIS software solutions assets not listed in the inventory in actual possession of the Seller, "where is" and "as is" including hardware and software copies of source codes, and object codes and executables (to the extent assignable without consent) including those assets currently archived with former and present employees, customers and vendors;
- (iv) all accounts receivables for past and present customers of CAIS Software Solutions.
- (v) inventory in the actual possession of Seller as of the date hereof located in the warehouse at 1220 Presidential Drive, Suite 200, Richardson, Texas 75080 and listed on Schedule 1(a)(iii) (the "Warehouse Inventory");
- (vi) inventory owned by Seller, used in the conduct of the Business, and located at the various locations listed on Schedule 1(a)(iv);
- (vii) servers and related equipment located at 6861 Elm Street, McLean, Virginia 22101, used by Seller in the Business to manage kiosks and listed on Schedule 1(a)(v);
- (viii) to the extent assignable pursuant to the terms of any applicable license without consent, computer software programs used by Seller in the Business in connection with the provision of Internet service to kiosks, including, all databases, higher level or "proprietary" languages, related documentation, technical manuals and materials, whether in source code, object code or human readable form, such as ATControl, ATWatch, Cybertrax and Cybershell source code and intellectual property including to the extent assignable without consent such computer programs currently archived with former and present employees, customers and vendors. (collectively, the "CAISsoft Software Programs");
- (ix) to the extent assignable pursuant to the terms of any applicable license without consent and free of fees and royalty, the actual number of servers and licenses (a minimum of four licenses) for IPORT computer software programs used by Seller in the Business in connection with the provision of Internet service to airline/airport lounge locations, including, all databases, higher level or "proprietary" languages, related documentation, technical manuals and materials, (collectively, the "IPORT Software Programs")

(ix) all rights of CAIS Software Solutions, Inc., if any, under any non-compete, nonsolicitation, nondisclosure or similar contract (to the extent assignable pursuant to the terms thereof without consent) between CAIS Software Solutions, Inc., on the one hand, and other parties including former and present employees, customers and vendors, on the other hand, relating to the Business;

(x) all potential and existing claims or causes of action, if any and to the extent assignable without consent, of CAIS Software Solutions, Inc. against (A) customers, (B) vendors or (C) employees relating solely to misappropriation of software used in connection with the Business (other than claims and causes of action arising out of or related to Excluded Assets), including breach of non-disclosure, confidentiality or misappropriations against third parties;

(xi) all promotional, instructional, operational or technical materials in the actual possession of Seller and used by Seller in the Business; and

(xii) subject to Section 6(d), the leasing and placement agreements listed on Schedule 1(a)(viii) (the "Assumed Contracts").

(b) Excluded Assets. Seller is not selling, transferring or conveying to Buyer any asset that is not specifically described in Section 1(a) above (and such excluded assets shall include specifically and without limiting the foregoing the names "CAIS", "CAIS Software Solutions", "CAIS Soft" and any related or similar trade names, trademarks, service marks or logos, to the extent the same incorporate any such name or names or any variation thereof).

(c) Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, at the Closing, Buyer shall assume and become obligated to pay, perform and otherwise be responsible for all liabilities and obligations arising under the Acquired Assets on or after the Closing Date (as defined in Section 3(a)) (the "Assumed Liabilities").

(d) Excluded Liabilities. Buyer shall not assume or be obligated to pay, perform or otherwise discharge any liability or obligation of Seller of any kind or nature, whether direct or indirect, known or unknown, absolute or contingent, other than the Assumed Liabilities.

2. PURCHASE PRICE

(a) Security Deposit. Simultaneously with the execution of this Agreement, Buyer shall deliver, or caused to be delivered in immediately available funds, the amount of [REDACTED] (the "Security Deposit") to the account designated by Swidler Berlin Shereff Friedman, LLP, escrow agent (the "Escrow Agent"), and the Security Deposit shall be held by the Escrow Agent pursuant to the terms and conditions of this Agreement and of an escrow agreement substantially in the form attached hereto as Exhibit 2(a) (the "Escrow Agreement") to be executed by Buyer, Seller, and the Escrow Agent. If this Agreement is terminated prior to Closing, the Security Deposit shall be distributed in accordance with Section 11(b).

(b) Purchase Price. The aggregate cash purchase price for the Acquired Assets shall be [REDACTED] (the "Purchase Price"). At the Closing, Buyer shall (a) deliver to Seller, by wire transfer in immediately available funds to an account designated in writing by Seller to Buyer prior to the Closing, the excess of the Purchase Price over the Security Deposit, (b) assume the Assumed Liabilities and (c) provide the releases as set forth herein. In addition, at the Closing, the Escrow Agent shall release the Security Deposit to the Seller as provided in the Escrow Agreement.

3. CLOSING

(a) Closing. The closing of the transactions contemplated by this Agreement (the "Closing") will take place at the offices of Swidler Berlin Shereff Friedman, LLP, 3000 K Street, NW, Suite 300, Washington, D.C. 20007-5116, or at such other place, or pursuant to such other means, as may be mutually agreed upon by the Parties. The Closing shall take place (i) within one (1) business day after the conditions set forth in Sections 8 and 9 have been satisfied or waived or (ii) at such other time as fixed by agreement among the Parties (the "Closing Date").

(b) Seller's Deliveries. At the Closing, Seller shall deliver to Buyer (i) possession of all tangible assets comprising the Acquired Assets other than Acquired Assets currently archived with former and present employees, customers and vendors and (ii) a Bill of Sale substantially in the form attached hereto as Exhibit 3(b), duly executed by Seller, and such other instruments of transfer as may be necessary to transfer ownership of any of the Acquired Assets to Buyer (including assignments in respect of the Patents and the Trademarks).

(c) Buyer's Deliveries. At the Closing, Buyer shall deliver to Seller (i) the Purchase Price in accordance with Section 2(b), and (ii) an Instrument of Assumption substantially in the form attached hereto as Exhibit 3(c), duly executed by Buyer, and such other instruments of assumption (whether at Closing or thereafter) as may be necessary for Buyer to more fully assume the Assumed Liabilities as provided herein.

4. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents, warrants, and covenants to Buyer as follows:

(a) Organization, Standing, Power, and Qualification; Authorization. Seller is duly organized, validly existing, and in good standing under the laws of its state of incorporation and has the power and authority and all necessary governmental approvals to own, lease, and operate its properties and to carry on its business as it is now being conducted. Seller is duly qualified to do business and is in good standing in each jurisdiction where the character of its properties owned or held under lease or the nature of its activities make such qualification appropriate, except where the failure to be so qualified would not individually or in the aggregate have a material adverse effect on Seller's ability to complete the transactions contemplated by this Agreement. Seller has taken, or prior to the Closing will have taken, all action required by the laws of its state of incorporation or any other applicable law to authorize the transactions

contemplated herein.

(b) No Threatened Actions or Proceedings. There are no pending or, to the knowledge of Seller, threatened actions or proceedings before any court or administrative agency or other authority which might or will materially or adversely affect Seller's ability or right to perform all of Seller's obligations hereunder.

(c) No Conflict. This Agreement constitutes the legal, valid, and binding agreement of Seller, enforceable in accordance with its terms. The consummation of the transactions contemplated hereby will not conflict with or result in a breach of any provision of, or constitute a default under, any contract, agreement, instrument, regulation, law or order of any court, administrative agency or federal, state, or local authority to which Seller is a party, by which it is bound or to which it may be subject for which Seller has not obtained a waiver or the consent of the affected party. The execution, delivery, and performance of this Agreement by Seller will not (i) conflict with or result in a breach or violation of any term or provision of Seller's Certificate of Incorporation or Bylaws, nor, except as set forth on Schedule 4(c), shall its execution, delivery or performance conflict with or result in a breach of any of the terms, conditions or any provision of, or constitute a default (or give rise to any right of termination, cancellation, acceleration, vesting, payment exercise, suspension or revocation) under, any indenture, mortgage, contract, agreement or other instrument to which Seller is a party or by which it or its properties are or may be bound or affected, or (ii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Seller or Seller's properties or assets, except for violations, breaches, defaults, terminations, cancellations, accelerations, creations, impositions, suspensions or revocations that would not individually or in the aggregate have a material adverse effect on Seller's ability to complete the transactions contemplated by this Agreement.

(d) Business Information. In connection with the transactions contemplated by this Agreement, Seller has made or will make available to Buyer all books, records, correspondence, customer lists, and technical and financial information reasonably requested by Buyer and relating to the Acquired Assets as of the date of this Agreement.

(e) No Additional Representations or Warranties. Except as expressly set forth in this Article 4, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THIS TRANSACTION, THE ACQUIRED ASSETS OR ANY OTHER MATTER.

5. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents, warrants, and covenants to Seller as follows:

(a) Organization, Standing, Power, and Qualification; Authorization. Buyer is a Delaware corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and has the power and authority and all necessary governmental approvals

to own, lease, and operate its properties and to carry on its business as it is now being conducted. Buyer is duly qualified to do business and is in good standing in each jurisdiction where the character of its properties owned or held under lease or the nature of its activities make such qualification appropriate, except where the failure to be so qualified would not individually or in the aggregate have a material adverse effect on Buyer's ability to complete the transactions contemplated by this Agreement. Buyer has taken all action required by the laws of the State of Delaware or any other applicable law to authorize the transactions contemplated herein. The execution and delivery of this Agreement to Seller and the transactions contemplated hereby have been duly authorized by Buyer's Board of Directors, and Buyer shall deliver to Seller, at or prior to the execution hereof, copies, certified by Buyer's Secretary, of the minutes of the meeting of its Board of Directors at which such authority was granted.

(b) No Threatened Actions or Proceedings. There are no pending or, to the knowledge of Buyer, threatened actions or proceedings before any court or administrative agency or other authority which might or will materially or adversely affect Buyer's ability or right to perform all of Buyer's obligations hereunder.

(c) No Conflict. This Agreement constitutes the legal, valid, and binding agreement of Buyer, enforceable in accordance with its terms. The consummation of the transactions contemplated hereby will not conflict with or result in a breach of any provision of, or constitute a default under, any contract, agreement, instrument, regulation, law or order of any court, administrative agency or federal, state, or local authority to which Buyer is a party, by which it is bound or to which it may be subject for which Buyer has not obtained a waiver or the consent of the affected party. The execution, delivery, and performance of this Agreement by Buyer will not (i) conflict with or result in a breach or violation of any term or provision of Buyer's Certificate of Incorporation or Bylaws, nor shall its execution, delivery or performance conflict with or result in a breach of any of the terms, conditions or any provision of, or constitute a default (or give rise to any right of termination, cancellation, acceleration, vesting, payment exercise, suspension or revocation) under, any indenture, mortgage, contract, agreement or other instrument to which Buyer is a party or by which it or its properties are or may be bound or affected, (ii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Buyer or Buyer's properties or assets, except for violations, breaches, defaults, terminations, cancellations, accelerations, creations, impositions, suspensions or revocations that would not individually or in the aggregate have a material adverse effect on Buyer's ability to complete the transactions contemplated by this Agreement, or (iii) constitute an event that would permit any party to terminate any agreement or accelerate the maturity of any indebtedness or other obligation of Buyer.

(d) "As-Is" Acquisition. Buyer agrees that it is purchasing the Acquired Assets on an "as-is" and "where-is" basis.

(e) Broker. No broker has been engaged by Buyer in connection with the transactions contemplated by this Agreement, and no brokerage fees will be payable by Buyer to any person or entity as a result of the consummation of such transactions.

(f) Financing. Buyer has sufficient cash and/or available credit facilities and/or commitments to pay the Purchase Price and to make all other necessary payments of fees and expenses in connection with the transactions contemplated by this Agreement.

6. COVENANTS

(a) Notice of Sale. Seller will mail notice of the sale contemplated hereby, which notice will comply and be served in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, any applicable local bankruptcy rules, and any applicable order of the Bankruptcy Court, to parties who assert any interest, lien, encumbrance or claim in or against the Acquired Assets, in addition to counsel to the Official Committee of Unsecured Creditors appointed in the chapter 11 proceeding of Ardent Communications, Inc. before the Bankruptcy Court; provided however that no notice shall be given with respect to any of the Acquired Assets listed in Sections 1(a)(ix) and 1(a)(x) and Seller shall have no liability to Buyer (whether under this Agreement or otherwise) or to any other person or entity in respect of the failure to provide such notice.

(b) Bankruptcy Court Approvals.

(i) Notwithstanding anything in this Agreement to the contrary, if Buyer is not the successful bidder for the Acquired Assets because the Bankruptcy Court approves a bid or bids higher and better than the Purchase Price, then Buyer shall be entitled to a break-up fee of [REDACTED] or any lesser amount approved by the Bankruptcy Court (the "Break-Up Fee"), unless this Agreement has been terminated under Section 11(a)(i), 11(a)(iii), 11(a)(iv) or 11(a)(v).

(ii) Seller will file and serve motions pursuant to Bankruptcy Code Sections 105, 363, and 365, as applicable:

- (A) seeking entry of an order (the "Procedures Order") (i) approving among other things the payment of the Break-Up Fee as an administrative priority claim under Bankruptcy Code Sections 503(b) and 507(a), (ii) approving procedures for the sale of the Acquired Assets (including an overbid amount of [REDACTED] over the Purchase Price, an incremental bid amount of [REDACTED] and matching bid provisions), and (iii) setting dates for the auction sale of the Acquired Assets no later than four (4) weeks from the date of this Agreement (the "Auction Hearing Date"), and the hearing on the sale of the Acquired Assets no later than four (4) weeks from the date of this Agreement (the "Sale Hearing Date"); and
- (B) seeking entry of an order (the "Sale Order"), which, among other things, (i) authorizes Seller to sell, transfer, and assign the Acquired Assets to Buyer, on an expedited basis, pursuant to this

Agreement and Bankruptcy Code Sections 105, 363, and 365, as applicable, free and clear of liens, claims, interests, encumbrances, and security interests of any nature or kind (other than cure amounts due in respect of the Assumed Contracts) and (ii) determines that Buyer is a good faith purchaser under Section 363(m) of the Bankruptcy Code and that Buyer has acted in good faith, is a bona fide purchaser for value, the Purchase Price is fair and reasonable, and the sale of the Acquired Assets is free and clear of all liens, claims, interests, and encumbrances (other than cure amounts due in respect of the Assumed Contracts).

(c) Books and Records. After the Closing, Buyer shall allow Seller and any of its then current directors, officers, employees, counsel, accountants, and auditors (collectively, the "Seller's Representatives") reasonable access to all business records and files of Seller or the Business included in the Acquired Assets and transferred to Buyer in connection herewith which are reasonably required by Seller or any of Seller's Representatives in order to complete the Chapter 11 Case or for tax or other valid business purposes during regular business hours and upon reasonable notice to Buyer. Seller and Seller's Representatives shall have the right to make copies of any such records and files; provided, however, that any such access or copying shall be had or done in such a manner so as not to unreasonably interfere with the normal conduct of Buyer's business or operations.

(d) Assumption of Assumed Contracts. Notwithstanding any other provision of this Agreement to the contrary, Seller shall assist Buyer in evaluating the mutual consent of the assumption of the Assumed Contracts between Buyer and Customer. Buyer shall notify Seller in writing of each Assumed Contract that Buyer will not assume hereunder not later than thirty (30) days after the Closing Date and any such Assumed Contract that Buyer determines not to assume shall not be assumed by Buyer hereunder for any purpose. If Buyer fails to provide such notice to Seller prior to the thirtieth day after the Closing Date, Buyer shall be deemed to have assumed each of the Assumed Contracts hereunder effective as of the Closing Date and shall be obligated to pay, perform and otherwise be responsible for all liabilities and obligations thereunder, arising on or after the Closing Date. Until the thirtieth day after the Closing Date, Seller shall remain party to the Assumed Contracts and shall use reasonable efforts to provide the benefits of the Assumed Contracts to the Buyer at Buyer's expense. On and after the thirtieth day after the Closing Date, Seller shall remain party to the Assumed Contracts that Buyer does not assume pursuant to this Section 6(d) (and Seller shall retain the right to reject any or all of such Assumed Contracts that Buyer does not assume) but Seller shall have no further obligation to Buyer in respect of any such Assumed Contract.

(e) Delivery. After the Closing, Buyer shall take delivery of all of the Warehouse Inventory, at the sole expense of Buyer. Notwithstanding any provision to the contrary herein, title to any Warehouse Inventory which is not removed from Seller's warehouse(s) within ten (10) business days after the Closing Date will revert to Seller, and Buyer shall not have any right, title or interest in such Warehouse Inventory from and after such date.

(f) Release of Seller. In connection with effecting this Agreement, from and after the Closing Date, Buyer, on behalf of itself and its employees, officers, predecessors, successors, subsidiaries, affiliates, and assigns, hereby agrees to release Seller and all of its affiliates, shareholders, subsidiaries, directors, officers, employees, attorneys, representatives, and agents (the "Seller Releasees") from any and all claims, whether known or unknown, and whether presently existing or arising in the future, that it may have and which have arisen from or are in any way related to (i) the administration of the Chapter 11 Case, or (ii) any acts or omissions of such Seller Releasees in connection with the conduct, operation, and/or sale, whether to Buyer or another person or entity, of the Acquired Assets or the Business.

(g) Software Programs. To the extent that any Software Programs are not assignable pursuant to the terms of any applicable license, Seller shall use reasonable efforts to provide the benefits of such Software Programs to Buyer at Buyer's expense.

7. CONFIDENTIALITY

(a) Proprietary Information. Seller possesses and will possess following the Closing confidential and proprietary business information relating to the Acquired Assets and the Business (the "Proprietary Information"). Seller agrees that it will maintain the confidentiality of all Proprietary Information and will not disclose any Proprietary Information relating to the Acquired Assets or the Business for any purpose or reason whatsoever (except to authorized representatives of Seller and to counsel and other advisers, provided that such advisors (other than counsel) agree to the confidentiality provisions of this Section 7(a)), unless (i) such Proprietary Information becomes known to the public generally through no fault of Seller, (ii) disclosure is required by law or the order of any governmental or regulatory authority under color of law, or (iii) Seller reasonably believes, upon advice of counsel, that such disclosure is required in connection with the defense of a lawsuit or in connection with the Chapter 11 Case; provided, that prior to disclosing any information pursuant to clauses (ii) or (iii) above, Seller shall, if possible, give prior written notice thereof to Buyer and its successors or assigns and provide Buyer and its successors or assigns with the opportunity to contest such disclosure.

(b) Non-Disclosure. Buyer agrees that prior to the Closing and, in the event that Buyer is not the successful bidder, after the termination of this Agreement, it will not disclose confidential or proprietary information with respect to Seller, the Acquired Assets or the Business, for any purpose or reason whatsoever (except to authorized representatives of Buyer and to counsel and other advisers, provided that such advisors (other than counsel) agree to the confidentiality provisions of this Section 7(b)), unless (i) such information becomes known to the public generally through no fault of Buyer, (ii) disclosure is required by law or the order of any governmental or regulatory authority under color of law, or (iii) Buyer reasonably believes, upon advice of counsel, that such disclosure is required in connection with the defense of a lawsuit or for certification or state licensure purposes; provided, that prior to disclosing any information pursuant to clauses (ii) or (iii) above, Buyer shall, if possible, give prior written notice thereof to Seller and its successors or assigns and provide Seller and its successors or assigns with the opportunity to contest such disclosure.

(c) Breach. Seller and Buyer acknowledge the critical importance of maintaining the Proprietary Information and other confidential information with respect to Seller, the Acquired Assets or the Business as confidential and agree that, because any breach of Section 7(a) or 7(b), as applicable, would cause irreparable harm to Buyer or Seller, respectively, any award of monetary damages would be inadequate for any breach of thereof. In the event of any breach or threatened breach of Section 7(a) or 7(b), as applicable, Buyer or Seller, respectively, will be entitled to equitable relief, including injunctive relief and specific performance.

8. CONDITIONS TO BUYER'S OBLIGATION

The obligation of Buyer to consummate the transactions to be performed by it in connection with the Closing is subject to the satisfaction of all of the following conditions (all or any of which may be waived, in whole or in part, by Buyer):

(a) The Procedures Order and Sale Order have been entered by the Bankruptcy Court, are no longer subject to stay, modification, or appeal, have become final orders, and provide for the transfer of the Acquired Assets free of all liens, claims, and encumbrances (other than cure amounts in respect of the Assumed Contracts);

(b) Seller's representations and warranties contained in this Agreement shall be true and correct in all material respects as of the Closing Date as though such representations and warranties were made at such time;

(c) Seller has, in all material respects, performed or complied with, as the case may be, all obligations, covenants, and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date;

(d) Seller has executed and delivered the Bill of Sale as well as any patent and trademark assignments necessary to transfer the Patents and the Trademarks; and

(e) There is no injunction or order of any court or government authority of competent jurisdiction prohibiting the transactions contemplated by this Agreement.

9. CONDITIONS TO SELLER'S OBLIGATIONS

The obligation of Seller to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions (all or any of which may be waived, in whole or in part, by Seller):

(a) The Sale Order has been entered by the Bankruptcy Court, is no longer subject to stay, modification, or appeal and has become a final order;

(b) Buyer's representations and warranties contained in this Agreement are true and correct in all material respects as of the Closing Date as though such representations and

warranties were made at such time;

(c) Buyer has, in all material respects, performed or complied with, as the case may be, all obligations, covenants, and conditions required by this Agreement to have been performed or complied with in all material respects on or before the Closing Date;

(d) Buyer has executed and delivered the Instrument of Assumption; and

(e) There is no injunction or order of any court or government authority of competent jurisdiction prohibiting the transactions contemplated by this Agreement.

10. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

The representations and warranties of the Parties hereto included or provided for herein, shall not survive the Closing, and there shall be no liability in respect thereof, whether such liability has accrued prior to the Closing or after the Closing, on the part of any of the Parties.

11. TERMINATION

(a) Termination. At any time before the consummation and completion of the Closing, this Agreement may be terminated (i) by mutual written agreement of the Parties; (ii) by Buyer or Seller if the Bankruptcy Court approves a bid or bids for the Acquired Assets by a purchaser other than Buyer for a price higher and better than the Purchase Price; (iii) by Buyer in the event of any material breach by Seller of any of Seller's agreements, representations or warranties contained herein and the failure of Seller to cure such breach within seven (7) calendar days after receipt of written notice from Buyer requesting such breach to be cured; (iv) by Seller in the event of any material breach by Buyer of any of its agreements, representations or warranties contained herein and the failure of Buyer to cure such breach within seven (7) days after receipt of notice from Seller requesting such breach to be cured; or (v) by Seller or Buyer if the Closing has not occurred by the date that is 45 days after the date of this Agreement; provided that no Party then in breach of any agreement, representation or warranty of such Party contained herein shall be entitled to terminate this Agreement pursuant to this Section 11(a)(v).

(b) Effect of Termination. If this Agreement is terminated pursuant to Section 11(a)(i), 11(a)(iii), 11(a)(iv) or 11(a)(v), all obligations of the Parties shall terminate without liability of any Party to the other. If this Agreement is terminated pursuant to Section 11(a)(i), 11(a)(iii) or 11(a)(v), the Security Deposit shall be returned to Buyer without interest. If this Agreement is terminated pursuant to Section 11(a)(iv), the Security Deposit shall be delivered to Seller without interest. If this Agreement is terminated pursuant to Section 11(a)(ii), Buyer shall be entitled to the Break-Up Fee, subject to the approval of the Bankruptcy Court, and the Security Deposit shall be returned to Buyer without interest. Notwithstanding anything to the contrary in this Section 11(b), the provisions of Article 7 shall remain in full force.

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE SUBJECT TO THE APPROVAL OF THE BANKRUPTCY COURT.

12. MISCELLANEOUS PROVISIONS

(a) Press Releases and Public Announcements. No Party shall issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Party, which approval shall not be unreasonably withheld; provided, however, that any Party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its publicly-traded securities.

(b) No Third-Party Beneficiaries. Except as otherwise provided in Section 6(f), this Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.

(c) Entire Agreement. This Agreement and all other documents referred to herein constitute the entire agreement between the Parties and supersede any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they have related in any way to the subject matter hereof.

(d) Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns, including, in the case of Seller, a Chapter 11 trustee in the event such a trustee is appointed, or a Chapter 7 trustee in the event the Chapter 11 Case is converted. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party; provided, however, that Seller may assign to any entity the rights to enforce the obligations set forth in Section 7(b).

(e) Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. For purposes of this Agreement, any signature page delivered by facsimile or telecopy shall be binding to the same extent as an original signature page.

(f) Notices. All notices, demands, requests, consents, approvals or other communications required or permitted to be given with respect to this Agreement shall be in writing and shall be delivered (charges prepaid, receipt confirmed or return receipt requested (if available)) by hand, by nationally recognized air courier service or by facsimile, addressed as set forth below or to such other address as such person or entity shall have specified most recently by written notice. Notice shall be deemed given and effective (i) if delivered by hand or by nationally recognized air courier service, when delivered at the address specified in this Section 12(f) (or in accordance with the latest unrevoked written direction from such person or entity) or (ii) if given by facsimile when such facsimile is transmitted to the facsimile number specified in this Section 12(f) (or in accordance with the latest unrevoked written direction from such person or entity), provided that appropriate confirmation is received and that any such facsimile is promptly followed by delivery of written notice delivered by hand or by nationally recognized air courier service.

If to Seller:
CAIS Software Solutions, Inc.
6861 Elm Street
McLean, Virginia 22101
Attention: Liran Gordon, General Counsel
Tel: (703) 276-4205
Fax: (703) 247-6464

With a Copy to:
Swidler Berlin Shereff Friedman, LLP
3000 K Street, Suite 300
Washington, DC 20007-4859
Attention: Mary A. Wallace, Esq.
Tel: (202) 424-7500
Fax: (202) 424-7647

If to Buyer:
Logiclink Corporation
15 Studebaker
Irvine CA 92618

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the District of Columbia without giving effect to any choice or conflict of law provision or rule (whether of the District of Columbia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the District of Columbia.

(h) Jurisdiction. The Bankruptcy Court has exclusive jurisdiction over any dispute, claim or controversy arising out of or related to this Agreement.

(i) Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(j) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(k) Expenses. Except with respect to Seller's payment of the Break-Up Fee as provided for in Section 6(b)(i), each of the Parties will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

(l) Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the

context requires otherwise. The word "including" shall mean "including without limitation."

(m) Incorporation of Exhibits and Schedules. The exhibits and schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

[SIGNATURE PAGE FOLLOWS]

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

"SELLER":

CAIS SOFTWARE SOLUTIONS, INC., a
California corporation

By: _____
Name:
Title:

ARDENT COMMUNICATIONS, INC., a
Delaware corporation

By: _____
Name:
Title:

"BUYER":

**LOGICLINK DBA BUSINESS AUTOMATION
CENTER@HOTEL**, a Michigan corporation

By: _____
Name:
Title:

List of Schedules

Schedule 1(a)(i)	Patents
Schedule 1(a)(ii)	Trademarks
Schedule 1(a)(iii)	Warehouse Inventory
Schedule 1(a)(iv)	Locations of Other Inventory
Schedule 1(a)(v)	Servers and Related Equipment
Schedule 1(a)(viii)	Assumed Contracts
Schedule 4(c)	Conflicts

List of Exhibits

Exhibit 2(a)	Escrow Agreement
Exhibit 3(b)	Bill of Sale
Exhibit 3(c)	Instrument of Assumption

Schedule 1(a)(i)
Patents

Description	Patent Number
Free Standing Bi-Level Personal Computer Station	D 380,457
Free Standing Computer and Phone Station	D 380,739
Wall Mounted Computer Station	D 384,832
Credit Card Operated Computer On-Line Service Communication System	D 5,987,498
Credit Card Operated Computer On-Line Service Communication System	Pending - Serial Number 09/406,168
Wall Mounted Computer Station	D 404,025

**Schedule 1(a)(ii)
Trademarks**

Mark	Registration Number
A & Design	2,263,567
ATCOM/INFO	2,169,956
Communication for Wherever You're @	2,093,604
Cyberbooth	2,143,321
Cybertrax	2,385,936
Cybertrax (stylized)	2,421,146
E & Design	2,157,374
How Else Can You Get Internet Everywhere?	2,326,516
Internet Everywhere	2,385,100
Miscellaneous Design (Obelisk)	2,282,530