

Rev 9/05

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark OfficeRECORDATION FORM COVER SHEET  
PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies)

Mission Critical Linux, Inc.

Additional name(s) of conveying party(ies)  
attached? ☐ Yes ☒ No

## 2. Name and address of receiving party(ies)

Name: Angell Associates, L.L.C.

Internal Address:

Street Address: 401 S. LaSalle St., Suite 700

City: Chicago State: IL Zip: 60605

Country: U.S.

Additional name(s) & address(es) attached? ☐ Yes  
☒ No

## 3. Nature of conveyance:

☒ Assignment ☐ Merger☐ Security Agreement ☐ Change of  
Name☐ Other

Execution Date: 2/22/2002

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)  
60/160,985B. Patent No.(s)  
6,874,088Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom  
correspondence concerning document should  
be faxed to:Weingarten, Schurgin,  
Gagnebin & Lebovici LLP  
Ten Post Office Square  
Boston, Massachusetts 02109  
Tel: 617-542-2290  
Fax: 617-451-0313

## 6. Total number of applications and patents

Involved [2]

## 7. Total fee (37 CFR 3.41)....\$80.00

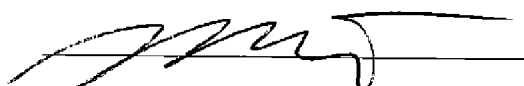
☐ Enclosed☒ Authorized to be charged to

Deposit Account No. 23-0804

DO NOT USE THIS SPACE

## 8. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Attorney Name: Gordon R. Moriarty  
Registration No. 38,973Signature: 

Date: 28 Nov. 2007

Total number of pages including cover sheet, attachments, and document: [29]

Attorney Docket No. MCL-MISC

359921

Sent VIA FACSIMILE to:  
Assignment Division  
Recordation Services  
Fax No. (571) 273 0140

CH \$80.00 230804 60160985

700351650

PATENT  
REEL: 020174 FRAME: 0056

### Asset Purchase Agreement

This Asset Purchase Agreement ("Agreement") is dated as of this 22nd day of February, 2002, between Mission Critical Linux, Inc., a Delaware corporation ("Seller") and Angell Associates, L.L.C., a Delaware limited liability company ("Purchaser").

Seller operates a business (the "Business") with its principal offices at 100 Foot of John Street, Lowell, MA 01852. Purchaser desires to purchase and Seller desires to sell all the assets of Seller. In consideration of the promises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Sale of Assets. At the Closing (as hereinafter defined), Seller shall sell, assign, transfer and deliver to Purchaser all of the right, title or interest in and to all of the assets of Seller, or any subsidiary of Seller, whether real or personal or tangible or intangible, and of whatever kind or nature (hereinafter referred to singularly and collectively as the "Assets"), free and clear of all liens, claims, mortgages, rights, charges and encumbrances, including, without limitation the following:

(a) All equipment, furniture, fixtures, leasehold improvements and other tangible personal property of the Seller, including the items listed on Schedule A hereto.

(b) The Engineering Services Agreement between Compaq Computer Corporation and the Seller and the Award/Contract for "Big Page" Support with the Maryland Procurement Office (the "Government Contract"), and all other contracts, agreements or commitments to which the Seller is a party or by which its assets are bound, including without limitation those listed on Schedule B hereto (all of such agreements being collectively called the "Contracts").

(c) All intellectual property of whatever kind or nature, and whether pertaining to the United States or any foreign country, including trademarks, trade names, copyrights, service marks, patents and licenses, or applications related to any of the foregoing, and all know how and trade secrets of the Seller (collectively, the "Intellectual Property"), including without limitation the intellectual property of the Seller set forth on Schedule C hereto. Without limitation of the foregoing, Seller hereby also conveys to Purchaser all rights to the name "Mission Critical Linux," expressly consents to Purchaser's use of the name "Mission Critical Linux, L.L.C." and agrees to execute a

consent to the use of the name by Purchaser, such consent to be submitted to the Delaware Secretary of State.

(d) All amounts due to Seller and all notes or accounts receivable of the Seller (collectively, the "Receivables"), including without limitation the Receivables set forth on Schedule D hereto except any promissory notes from Seller's shareholders used to purchase any shares of Seller's capital stock (the "Shareholder Notes").

(e) All records and files of the Seller, except for documents pertaining to the corporate governance and taxes of the Seller, in whatever form including electronic media.

(f) All rights of action or claims of the Seller, whether choate or inchoate or know or unknown, and whether or not the Seller has asserted such action or claim.

(g) All goodwill, customer lists and contacts, sales information, advertising and marketing materials, pre-paid expenses, deposit or retainers and rights under any insurance policies assumed by Purchaser, it being understood that Seller will not assign to Purchaser the policy for the Directors and Officers Liability Coverage (the "D&O Policy").

(h) All cash, cash-equivalents and bank, money market or other accounts of the Seller. A list of all such accounts and the most recent balances is attached as Schedule E hereto.

(i) All work in progress and inventory of the Seller.

(j) All stock or other interests of the Seller in any subsidiary or other entity or in any partnership or joint venture.

2. Excluded Assets. The following assets of Seller are specifically excluded: (i) Seller's corporate and tax records, (ii) the D&O Policy, (iii) assets contained in the Seller's 401(k) plan (which assets shall be distributed by Seller to its employees in accordance with their interests in the plan) and (iv) the Shareholder Notes.

3. Debts of Seller. At the Closing, Purchaser shall assume and be responsible for all the debts, liabilities, contracts and other obligations of the Seller set forth on Schedule F hereto (collectively called the "Liabilities"); provided that Purchaser shall not assume or be liable for (i) Seller's obligations under any Contract as to which another party's consent is necessary for assignment and such party has not granted its

consent or waived the requirement for consent or (ii) any obligations of Seller to repurchase any shares of its capital stock from any shareholder. Purchaser also agrees to pay (i) the reasonable, ordinary and necessary expenses of Seller, incurred during the period after the Closing through December 31, 2002, up to a total amount not to exceed \$15,000, for the winding up and termination of Seller's corporate existence, consisting of professional fees for the preparation of tax returns, filing fees with the Secretary of State of Delaware, fees associated with the termination of the 401(k) plan and similar costs and (ii) the premiums on the D&O Policy so as to keep such policy in effect for at least one year following the Closing.

4. Consideration for Purchase. The consideration for the Assets shall be the sum of One Dollar (\$1.00), payable at the Closing, and the Purchaser's assumption of the Liabilities.

5. Representations and Warranties of Seller. Seller makes the following representations and warranties, each of which shall be true at the Closing; provided that none of the representations or warranties shall survive the Closing except for those in Sections 5 (a) and 5(b), which shall survive the Closing for a period of twenty-four (24) months notwithstanding any investigation made at any time by Purchaser:

(a) Corporate Action. Seller is duly organized, validly existing and in good standing under the laws of the States of Delaware. Seller has the corporate power to carry on its business as it is now being conducted and the full power and authority to make this Agreement and to consummate the purchase, sale and other transactions contemplated hereunder. This Agreement and all documents necessary to consummate the transactions contemplated hereunder have been duly authorized by Seller and properly executed and delivered by duly authorized officers of Seller and are binding on Seller and enforceable in accordance with their terms. All requisite corporate action has been taken to approve the transaction contemplated by this Agreement.

(b) No Conflicts. Neither the execution, delivery and performance of this Agreement by Seller nor any other transaction contemplated by this Agreement does or will, after the giving of notice or the lapse of time, or otherwise conflict with, result in a breach of, or constitute a default under the Articles or by-laws of Seller, or any federal,

state or local law, statute, ordinance, rule or regulation, or any court or administrative order, decree or process.

(c) Consents. No consent, waiver, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other federal, state, county, local or foreign governmental authority, instrumentality, agency or commission or any third party is required by or with respect to Seller in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, except for consents have been obtained and delivered to Purchaser and except for those consents listed on Schedule G.

(d) Litigation. Except as set forth on Schedule H, the Seller has received no written notice of any actions, causes of actions, claims, suits or proceedings, pending against the Seller or relating to or affecting the Business or the Assets, at law or in equity, or before or by any governmental department, commission, board, bureau, agency or instrumentality.

(e) Accounts Payable. Schedule I sets forth a complete and accurate list of the accounts payable of the Seller.

6. Representations and Warranties of Purchaser. Purchaser makes the following representations and warranties, each of which shall be true at the date hereof and also at the Closing as fully as if made at and as of the Closing, and each of which shall, for a period of twenty-four (24) months following the Closing, survive the transactions contemplated herein and the Closing.

(a) Corporate Action. Purchaser is a limited liability company duly formed and validly existing under the laws of the State of Delaware. Purchaser has the full power and authority to make this Agreement and to consummate the purchase, sale and other transactions contemplated hereunder. This Agreement and all documents necessary to consummate the transactions contemplated hereunder have been duly authorized by Purchaser and properly executed and delivered by duly authorized officers of Purchaser and are binding on Purchaser and enforceable in accordance with their terms. All requisite action by Purchaser has been taken to approve the transactions contemplated by this Agreement.

(b) No Conflicts. Neither the execution, delivery and performance of this Agreement by Purchaser nor any other transaction contemplated by this Agreement does or will, after the giving of notice or the lapse of time, or otherwise, conflict with, result in a breach of, or constitute a default under the Certificate of Formation or Operating Agreement of Purchaser, or any federal, state or local law, statute, ordinance, rule or regulation, or any court or administrative order, decree or process.

7. Closing. The closing of the purchase and sale contemplated hereby (the "Closing") shall occur on February 22, 2002 or at such other date as the parties may agree (the "Closing Date"). At the Closing, Seller shall transfer to Purchaser all the Assets and cause to be prepared, executed and delivered all assignments, bills of sale or other documents or instruments of transfer, and all such other papers, instruments or documents as Purchaser may reasonably request to vest in Purchaser title to the Assets. At the Closing, Purchaser shall confirm in writing its assumption of the Liabilities. At the Closing, the sum of \$800,000, plus accrued interest, held in escrow by Holland & Knight, shall be paid to Purchaser or its designee.

8. Additional Documents. Purchaser and Seller each agrees with the other to execute, after the Closing, any additional documents or instruments that Purchaser or Seller may reasonably request to implement the terms of the Agreement between the parties.

9. Indemnification by Seller. Seller shall indemnify and hold Purchaser and its agents, officers, managers and employees (collectively the "Purchaser Indemnitees") harmless from and against any and all liabilities, judgments, penalties, fines, costs and expenses, including but not limited to attorneys fees and costs, (collectively called the "Costs") suffered, sustained, incurred or paid by any Purchaser Indemnitee in connection with, resulting from or arising out of, directly or indirectly, any breach of any representation or warranty that survives the Closing, or any covenant or agreement of Seller set forth in this Agreement.

10. Indemnification by Purchaser. Purchaser shall indemnify and hold Seller and its agents, officers, directors and employees (collectively the "Seller Indemnitees") harmless from and against any and all Costs suffered, sustained, incurred or paid by any Seller Indemnitee in connection with, resulting from or arising out of, directly or

indirectly, (i) any breach of any representation, warranty, covenant or agreement of Purchaser set forth in this Agreement or (ii) the Liabilities. Purchaser shall have the right, at its expense, to defend and settle any claim brought by any party against Seller covered by the foregoing indemnification.

11. Other Provisions.

(a) Binding Agreement. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns. This Agreement is not for the benefit of, and does not create any third party rights in, any person or entity not a named party hereto.

(b) Notices. Notices hereunder shall be deemed properly delivered when sent by fax or by certified mail, return receipt requested. Notices sent by certified mail shall be deemed properly received as of the Date indicated on the return receipt of certified mail forwarded to the parties as set forth below; or for a fax on the date faxed to the fax numbers set forth below:

To Seller: Mission Critical Linux, Inc.

Attn: Robert Tumanic  
100 Foot of John Street  
Lowell, MA 01852  
Fax: 978-446-9470

To Seller's Attorney: Richard Yanofsky, Esq.  
Holland & Knight LLP  
10 St. James Avenue  
Boston, Massachusetts 02116  
Fax: 617-523-6850

To Purchaser: Angell Associates, L.L.C.  
C/O Richard Angell  
401 S. LaSalle Street, Suite 700  
Chicago, IL 60605  
Fax: 312-786-4777

To Purchaser's Attorney: Anthony O. Brown, Esq.  
Law Offices of Anthony O. Brown

500 Skokie Boulevard, Suite 585

Northbrook, IL 60062

Fax: (847) 509-1330

(c) Faxes; Counterparts. The execution of a fax copy and a facsimile signature of this Agreement shall be deemed an original and shall be as valid as an original. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.

(d) Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois, without giving effect to principles of conflicts of laws, except where specifically preempted by federal law.

(e) Confidentiality. Neither party shall disclose the existence or terms of this Agreement, the negotiations leading to it or other information relating thereto, to the public or to any other person or entity except their respective attorneys, accountants, members, shareholders and any persons or entities whose involvement with the transactions contemplated hereby requires them to know.

(f) Expenses. All legal, accounting and other expenses in connection with the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, provided however, any such expenses incurred by Seller shall be deemed to be Liabilities as indicated in Schedule F attached hereto.

(g) Construction. This Agreement shall not be construed against either party regardless of which party is responsible for the drafting.

(h) Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto and supersedes any prior agreement or letter of intent between the parties. This Agreement may not be altered or amended except by writing, signed by the parties hereto.

(i) Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted, and any waiver of any provision of the Agreement shall be applicable only to the specific instance to which it is related and shall not be deemed to be a continuing or future waiver as to such provision or a waiver as to any other provision.



WHEREFORE, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE  
DATE FIRST SET FORTH ABOVE.

**SELLER:**

**MISSION CRITICAL LINUX, INC.**

By: Robert Tumanic  
Its CEO

**PURCHASER:**

**ANGELL ASSOCIATES, L.L.C.**

By: \_\_\_\_\_

WHEREFORE. THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE  
DATE FIRST SET FORTH ABOVE.

**SELLER:**

**MISSION CRITICAL LINUX, INC.**

By: \_\_\_\_\_  
Its \_\_\_\_\_

**PURCHASER:**

**ANGELL ASSOCIATES, L.L.C.**

By: Richard A. Anger, Managing Member

**INDEX OF SCHEDULES AND EXHIBITS**

Schedule A - Equipment, Furniture and Fixtures

Schedule B- Contracts

Schedule C -- Intellectual Property

Schedule D- Receivables

Schedule E -- Bank Accounts

Schedule F- Liabilities

Schedule G -- Consents

Schedule H- Litigation

Schedule I- Accounts Payable

BOS1 #1225030 v1

**SCHEDULE A****Equipment, Furniture and Fixtures**

The Seller has previously provided a Schedule of All Capital Purchases dated 2/15/02 (the "Equipment Schedule"), and will provide an updated Equipment Schedule if needed.

The Seller makes no representation or warranty that the items listed on the Equipment Schedule are still possessed by or obtainable by the Company, as certain items may have been lost or misplaced.

## SCHEDULE B

### Contracts

The Contracts are listed below in four categories: Equipment Leases; Real Property Leases; Third Party Software; and Service and Other Contracts.

#### Equipment Leases:

The Seller leases a photocopier and a mail stamp machine.

#### Real Property Leases:

The Seller leases certain real property located at the following locations.

- 100 Foot of John Street  
Lowell, MA
- 499 South Capitol Street, S.W.  
Suite 407  
Washington, D.C.
- 1333 Lawrence Expressway  
Suite 438  
Santa Clara, CA
- H-1027 Budapest, Frankel Leo u. 11-13.  
Hungary

#### Third Party Software:

The Seller uses various commercial, off-the-shelf software products in the Business which it licenses from or has been granted use rights by third parties, including but not limited to the products listed below (the "Third Party Software").

- VMware GSX server (1 copy)
- VMware Workstation 2.0 (multiple copies)
- SPECWEB99 (Serial # 000095)
- Laptop Accelerated X (Serial # LS0LIO-0071796898-15)
- StarOffice (GPL)

- Various Linux distributions (GPL)
- Miscellaneous GPL programs downloaded off the internet.
- Microsoft Windows (98,ME,NT,2000) (multiple copies)
- Microsoft Office 2000 (multiple copies)
- Partition Magic (multiple copies)
- Boot Magic (multiple copies)
- Norton AntiVirus (multiple copies)
- Win4Lin (multiple copies)
- An assortment of desktop publishing programs (1 copy of each)
- USEX - A program owned by Dave Anderson currently used for non-critical testing and Q/A activities.

#### Service and Other Contracts:

The Seller is party to numerous service agreements with third parties. The relevant material agreements are set forth below (note that certain listed agreements are executory and certain agreements may never have been signed):

<u>Type</u>	<u>Names of Counter Party</u>	<u>Agreement</u>	<u>Execution Date</u>
1	Ciprico Corporation	Mutual Nondisclosure Agreement	5/1/01
2	Cisco Systems, Inc.	Master Services Agreement	6/25/01
9	Cisco Systems, Inc.	Engineering Proposal for ALSA Sound Driver	10/31/00 unsigned
9	Cisco Systems, Inc.	Engineering Proposal for Laptop Mobile Configuration Project	8/6/01
6	Cluster File Systems, Inc.	Non-binding letter of understanding	6/14/01
1	CMD Technology, Inc.	Mutual Non-Disclosure Agreement	6/4/01
7	CMD Technology, Inc.	Experimental Use Agreement re: RMS Source Code Libraries	12/21/00
7	CMD Technology, Inc.	Experimental Use	undated

<b>Type</b>	<b>Names of Counter Party</b>	<b>Agreement</b>	<b>Execution Date</b>
		Agreement re: Pre-released Titan 7040	
4	CMD Technology, Inc.	P.O. CMD 101600-01	10/16/00
7	CMD Technology, Inc.	Evaluation Agreement re: CMD-007220-220 for P.O. above (CMD 101600-01)	10/18/00
2	Trial Court of the Commonwealth, as amended <sup>1</sup>	Consulting Agreement	2/20/01
1	Compaq Computer Corporation	Non-Disclosure Agreement, as amended	5/8/01
2	Compaq Computer Corporation	Engineering Services Agreement	11/02/01
8	Compaq Computer Corporation <sup>1</sup>	Materials License Agreement No. MLA 01-010	5/21/01
3	Compaq Computer Corporation <sup>1</sup>	Master Loan Agreement	6/1/01
12	Compaq Computer Corporation	Joint Marketing Agreement	undated
12	Compaq Computer Corporation and Compaq Federal LLC <sup>1</sup>	Strategic Business Alliance Agreement	undated
1	Computer Associates International, Inc.	Mutual Non-Disclosure Agreement	5/11/01
1	Cray Inc. <sup>1</sup>	Bilateral Non-Disclosure Agreement	3/8/01
12	DOE – SBIR	Grant	
1	Navisite, Inc.	Mutual Non-Disclosure Agreement	5/21/01
1	Isurus	Mutual NDA	5/10/01
2	Ita Software	Professional Services Agreement	8/25/00
1	University Corporation for Atmospheric Research	Master Non-Disclosure Agreement	10/1/00
2	EMC	Services Agreement (terminated)	10/4/01
4	NCAR	Request for Proposal	8/29/00
1	Netraverse, Inc.	Mutual Non-Disclosure Agreement	9/25/00
7	Network Engines, Inc.	North American Evaluation Agreement	2/21/01
7	Network Engines, Inc.	North American Evaluation Agreement	8/29/00
2	NSA/Maryland Procurement	Award Contract	2/2/02
1	Motorola Inc.	Non-Disclosure Agreement (mutual)	2/27/01
12	Pioneer	Systems Integration Purchase Agreement	undated
1	Powerquest Corp.	Non-Disclosure Agreement	2/22/01

<u>Type</u>	<u>Names of Counter Party</u>	<u>Agreement</u>	<u>Execution Date</u>
			[18-month term]
1	Q Logic Corp. <sup>1</sup>	Confidential Information and Non-Disclosure Agreement	5/24/01
12	IBM <sup>1</sup>	Remote Access Agreement	7/31/01
1	IBM <sup>1</sup>	Non-Disclosure Agreement	2/9/00
1	IBM Canada	Non-Disclosure Agreement	6/19/01
8	Intel <sup>1</sup>	Master Server License Agreement and various other documents	9/13/01
1	Lucent	Non-Disclosure Agreement	9/6/00
8	Galileo <sup>1</sup>	License Agreement	8/01
11	General Micro Systems, Inc. <sup>1</sup>	Custom Engineering Contract	7/27/01
2	Hardy Diagnostic <sup>1</sup>	Service Agreement	3/1/01
1	HP	Non-Disclosure Agreement	2/15/01
9	HP Finland	HP Proposal	12/21/01 unsigned
1	You Centric, Inc.	Non-Disclosure Agreement	5/30/00
1	J. Stefan Institute	Non-Disclosure Agreement	11/27/00
1	Leadmasters	Non-Disclosure Agreement	3/30/01
2	Liberty Communications	Professional Services and Support Proposal	1/19/02
1	Linux Care, Inc.	Non-Disclosure Agreement	3/6/00
5	Linuxone, Inc. <sup>2</sup>	Reseller/VAR Agreement	2/22/01 1-year
1	Virnata, Inc. <sup>1</sup>	Non-Disclosure Agreement	9/25/00
1	Web FS, Inc.	Non-Disclosure Agreement	6/15/00
1	Winphoria	Non-Disclosure Agreement	8/14/00 or 8/14/01
1	Ximian, Inc.	Non-Disclosure Agreement	6/1/01
1	Updata Capital, Inc.	Non-Disclosure Agreement	7/2/01
1	VA Linux	Non-Disclosure Agreement	8/3/00
1	View Graphics	Non-Disclosure Agreement	8/31/00
10	Turbo Linux, Inc. <sup>2</sup>	Distribution and License Agreement	6/22/00
1	UBS Capital	Non-Disclosure Agreement	6/20/01
1	Sage	Non-Disclosure Agreement	10/11/01
12	Synetex Solutions, Inc.	Purchase Order of MCLX	11/15/00
1	Tango Telecom Ltd. <sup>1,2</sup>	Non-Disclosure Agreement	11/14/00
1	TechMar Communications, Inc. <sup>1,2</sup>	Non-Disclosure Agreement	3/29/01
1	Tracer Technology <sup>1,2</sup>	Non-Disclosure Agreement	6/7/00
1	Robert Tumanic <sup>2</sup>	Non-Disclosure Agreement	9/21/00
1	Wells Fargo	Non-Disclosure Agreement	9/5/01



<b>Type</b>	<b>Names of Counter Party</b>	<b>Agreement</b>	<b>Execution Date</b>
2	FYI Direct <sup>1,2</sup>	Services	Undated
4	FYI Direct	Support Services Proposal	10/13/00
1	Egenera, Inc.	Non-Disclosure Agreement	2/13/01
5	e-Linux <sup>2</sup>	VAR	2/1/01 1-year
7	Falcon Stor, Inc. <sup>1,2</sup>	Beta Testing Agreement	5/1/01
1	Falcon Stor, Inc. <sup>1,2</sup>	Non-Disclosure Agreement	5/1/01
2	Federal Sources, Inc.	Consulting Agreement	9/28/00
1	Force Computers	Non-Disclosure Agreement	9/19/00
9	3Com	Engineering Development Proposal	11/13/00 unsigned
10	Datamation Limited	Sales/Marketing	6/7/00 terminated
10	Denver Technology	Distribution - outbound	unsigned
9	DES Enterprises <sup>1,2</sup>	Business Development	6/20/00
11	Ecological Fibers, Inc. <sup>1,2</sup>	Custom Engineering	Undated/un signed
1	Alebra	Confidentiality Agreement	2/11/02
4	American Renal Associates	Price Quote	10/19/00
2	Automatic Data Processing	Services Agreement	9/12/01
2	Automatic Data Processing <sup>1</sup>	Non-Disclosure Agreement	8/31/00
1	Advantech Technology, Inc.	Mutual Non-Disclosure Agreement	3/21/01
1	AltaVista Company	Non-Disclosure Agreement	9/18/00
2	Angstrom Microsystems	LOI for Joint Marketing and Services Agreement	1/24/00
1	Alpha Processor, Inc.	Non-Disclosure Agreement	2/21/00
2	Alpha Processor, Inc. <sup>1</sup>	Consultant Agreement	3/28/00
5	ASAP Software	Reseller VAR Agreement	5/23/01 1-year term
7	ASL	Evaluation Agreement	12/11/00
1	Avid Technology	Confidentiality Agreement	11/9/00
1	Battelle	Non-Disclosure Agreement	5/9/01
7	Battelle	Benchmarking Agreement	5/7/01
8	Battelle	Software User Agreement	5/7/01
4	Biotrove	Quote for services	undated; cover letter 3/20/01
1	BMC Software, Inc.	Confidentiality and Non-Disclosure Agreement	8/14/01
2	Mantech	Professional Services	2/28/01
2	MeetingMaker	Professional Services	12/6/00 unsigned
1	Octave Communications	Mutual Non-Disclosure Agreement	1/12/01

<b>Type</b>	<b>Names of Counter Party</b>	<b>Agreement</b>	<b>Execution Date</b>
	Ohio State	Request for Proposal	2/8/01
1	Oneworld Software <sup>1</sup>	Reciprocal Non-Disclosure Agreement	2/23/01
1	Paralogic, Inc.	Non-Disclosure Agreement	9/21/00
1	Pathlight Tech., Inc.	Reciprocal Proprietary Rights and Non-Disclosure Agreement	10/30/00
1	Penguin Computing	Mutual Non-Disclosure Agreement	10/24/00
3	Penguin Computing	Loan Agreement	10/24/00
1	Science Applications International Corporation <sup>1</sup>	Non-Disclosure Agreement	undated
4	Sandia National Laboratories -1	P.O. #14959	12/13/00
1	RadiSys Corp. <sup>1</sup>	Mutual Non-Disclosure Agreement	12/7/00
1	Raytheon <sup>1</sup>	Proprietary Information Agreement	5/7/01
1	Red Hat	Non-Disclosure Agreement	8/9/01
1	Silicon Graphics, Inc. <sup>1</sup>	Mutual Non-Disclosure Agreement	3/13/00
4	Siemens AG <sup>1</sup>	Quote No. 0102-001 for Convolvo	2/6/01
1	Sky Computers, Inc.	Mutual Non-Disclosure Agreement	5/15/01
2	Storigen Systems	Master Services Agreement	5/16/01
1	Storigen Systems	Confidential Information Non-Disclosure Agreement	4/19/01
12	Storcase	Purchase Order of MCLX	8/6/01
2	Support Services, Inc.	Support Services Agreement (as amended)	11/8/00
6	Support Services, Inc.	Letter of Intent	
4	Pirus Networks	Purchase Order 101078	5/7/01
2	Pirus Networks	Master Services Agreement	4/27/01
11	Pirus Networks	Custom Engineering and Statement of Work	1/11/01
1	Pirus Networks	Confidentiality Agreement	12/22/00
1	Internet Commerce Corp.	Mutual Non-Disclosure for MCLX Conf. Information	3/29/01
3	Quadrics <sup>1</sup>	Equipment Loan Agreement BR01/003	2/20/01 (6 mos. term)
6	Quadrics	Letter of Intent	1/24/00
1	Quadrics <sup>1</sup>	Bilateral Non-Disclosure Agreement	10/16/00
1	Infosys Development Group, Inc.	Mutual Non-Disclosure Agreement	12/11/01

<b>Type</b>	<b>Names of Counter Party</b>	<b>Agreement</b>	<b>Execution Date</b>
1	Marvel Semiconducted	Bilateral Non-Disclosure Agreement	5/7/01
1	Tundra	Non-Disclosure Agreement	11/15/01
9	Weather Services International	Support Services Proposal	10/10/01 unsigned

**KEY TO COLUMN NUMBERING**

- (1) Non-Disclosure Agreement/Confidentiality Agreement
- (2) Services Agreement/Consultant Agreement/Support Agreement
- (3) Loan Agreement
- (4) Purchase Order/Invoice/Price Quote/Request for Proposal
- (5) Reseller Agreement/VAR Agreement
- (6) Letter of Intent
- (7) Evaluation Agreement/Benchmarking Agreement/Beta Testing Agreement
- (8) Software User Agreement/Licensing Agreement
- (9) Development Agreement/Proposals
- (10) Sales/Marketing/Distribution/OEM Agreements
- (11) Custom Engineering/Statement of Work
- (12) Other

## SCHEDULE C

### Intellectual Property

The chart below sets forth the status of the Seller's trademark registrations. The Seller also uses several unregistered marks in the conduct of the Business, which are: Dataguard, Netguard, Lifeline and LifeGuard.

The Seller has applied for one patent on "Secure Remote Servicing of a Computer System over a Computer Network," Serial No. 60/160,985, as well as corresponding foreign applications including European Patent Application No. 00122701.6.

All of the Seller's copyright rights are in unregistered copyrights, the most material of which are its proprietary computer programs and documentation. Unless otherwise noted, all such works were authored by the Seller's employees (and one consultant) who have previously executed agreements assigning IP rights to the Seller. All material rights were created in Massachusetts.

### Trademarks for Mission Critical Linux

<i>Mark</i>	<i>Registration/ Application Serial Number, if any</i>	<i>Registration Date or filing date, if any</i>	<i>Nature of goods or services with which the mark is used or as claimed in any registration or application</i>	<i>Country or countries where used, registered, or pending registration</i>	<i>Present status of any registration or application</i>
Linuxalive	Serial No. 76/101048	Filing Date 8/1/00	Software compatibility services via a global network	U.S.	Abandoned
SST	Serial No. 75/930822	Filing Date 2/29/00	Operating system software consulting and software development services	U.S.	Pending; publication date 3/5/2002 (subject to withdrawal for prior pending application #75351339)
Secure Service Technology	Serial No. 75/931362	Filing Date 2/29/00	Operating system software consulting and software development services	U.S.	Pending; response to Office Action due by 8/5/2002
Mission Critical Linux	Serial No. 75/814902	Filing Date 10/5/99	Technical support services, namely, troubleshooting and corrections of operating systems software problems via global computer network remote systems management applications as well as via telephone and email	U.S.	Pending; response to Office Action due by 5/5/2002
Convolo	Serial No. 76/101536  Registrati on No. 2531639	Filing Date 8/1/00  Registration Date: 1/22/02	Clustering Solution software for the Linux operating system which provides support for multiple Linux-based systems accessing shared data storage under a single system and application management environment whereby systems can fail, shut down and restart independently while providing continuous application availability	U.S.	Registered

**SCHEDULE D****Receivables**

The Seller has previously provided a Schedule of Accounts Receivable dated 2/15/02 that reflects accounts receivable as of such date. In the ordinary course of business, certain of these receivables may have been collected and additional receivables may have been generated. The balances reflected in Schedule E reflect the collection of receivables. The Seller will provide an updated Balance Sheet if needed.

2/15/02

accounts\_receivable.xls

Mission Critical Linux, Inc  
Accounts Receivable

<u>Inv Date</u>	<u>Invoice</u>	<u>Name</u>
19-Dec	CIS02-121901	Cisco Systems
18-Jan	WIN01-011802	Winphoria Networks
25-Jan	MTC01-012502	MA Trial Courts
31-Jan	CPQ01-013102	Compaq Computer Corporation
6-Feb	0202069027	Alter.net s.r.l.
6-Feb	0202069026	Ogilvy & Mather
11-Feb	GMS01-021102	General Micro Systems
14-Feb	MTC02-021402	MA Trial Courts

<u>Description</u>	<u>PO Number</u>	<u>Inv Amt</u>	<u>Terms</u>
Professional services		\$ 19,668.00	net 30
Support		\$ 2,000.00	net 30
Professional services		\$ 2,450.00	net 30
First Baseline		\$ 80,100.00	net 30
Convolo		\$ 2,523.00	net 30
Convolo		\$ 9,527.00	net 30
Completion		\$ 15,000.00	net 30
Support 11/1/01-1/31/02		\$ 27,750.00	net 30

159,018

**SCHEDULE E****Bank Accounts****List of Bank Accounts  
as of 2/20/02****Cash:**

Enterprise Bank & Trust Company – Checking Account #169381	\$235,895.34*
Enterprise Bank & Trust Company – Credit Card Account #201582	\$34,235.36
Enterprise Bank & Trust Company – FSA Account #204479	\$1,000
Petty Cash	<u>\$217.02</u>
	\$271,347.72

**Cash Equivalents:**

Harris Trust & Savings Bank – Harris Insight Money Market Fund (Fund number 023 Account number 64360)	<u>\$575,049.05</u>
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<b>Total Cash and Cash Equivalents</b>	<u><b>\$846,396.77</b></u>
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\* February payables will be paid from this account.

## SCHEDULE F

### Liabilities

The Purchaser shall assume the following debts, liabilities, contracts and obligations of the Seller:

- Any and all current and long-term liabilities listed on the Seller's most recent Balance Sheet dated 2/15/02.
- Any and all obligations incurred by the Seller in the ordinary course of business since the date of the Balance Sheet;
- Any and all obligations, financial or otherwise, owed by the Seller to Red Hat, Inc. whether in the ordinary course of business or otherwise and including without limitation any liabilities associated with the Delaware Action referred to in Schedule I.
- Any and all obligations owed by the Seller to the Seller's current or former employees on or after the Closing Date, such obligations to include but not be limited to employee salary, bonuses, severance payments, vacation pay or otherwise, provided that the Purchaser shall not assume or be liable for the Seller's obligations to repurchase any shares of its capital stock from any shareholder;
- Any and all reasonable expenditures during the period after the Closing through December 31, 2002, up to a total amount not to exceed \$15,000, related to the winding-down and eventual liquidation of the Seller's corporate existence, including without limitation professional fees for the preparation of tax returns, filing fees with the Secretary of State of Delaware, fees associated with the termination of the 401(k) plan and similar costs and the premiums on the D&O Policy so as to keep such policy in effect for at least one year following the Closing;
- Any and all obligations of the Seller under any Contracts as set forth in Schedule B, provided that, with the exception of the Real Property Leases as set forth in Schedule B, the Purchaser shall not assume or be liable for the Seller's obligations under any Contract as to which another's party's consent is necessary for assignment and such party has not granted its consent or waived the requirement for consent; and
- Any and all legal, accounting and other expenses incurred by the Seller in connection with the transactions contemplated hereby.



**SCHEDULE G****Consents**

Prior written consent for assignment may be required for certain of the Contracts listed in Schedule B, and some of the Contracts listed in Schedule B may not be assignable.

## SCHEDULE H

### Litigation

There are currently three pending litigation matters in which Mission Critical Linux, Inc. (the "Company") is involved.

- The Company received a letter dated April 2, 2001 (the "Letter") from an attorney representing a former employee of the Company, Kenneth E. Lussier. In the Letter, the attorney claims that Mr. Lussier's employment with the Company was terminated by the Company "in contravention of [a] 5/9/00 executed employment contract ." The attorney asserted that Mr. Lussier intends to pursue "the appropriate legal action at the Massachusetts Commission Against Discrimination and/or Superior Court." It is not clear what, if any, (i) legal bases the attorney has for his assertions, (ii) claims may be brought by Mr. Lussier against the Company, or (iii) relief is being sought by Mr. Lussier.
- The Company has sued a former employee, Timothy Burke, in Middlesex Superior Court for breach of contract based on his employment at Red Hat, Inc. ("Red Hat"). To date, the case remains in the discovery stage. Both parties have made discovery requests, although by agreement no responses have yet been made.
- On January 15, 2002, Red Hat, Inc. brought a complaint against the Company in state court in Delaware (the "Delaware Action"). The claims arise from a failed negotiation between the companies in which Red Hat sought to purchase the Company. The lawsuit alleges that the Company breached a provision of the Letter of Intent between the companies. That provision granted Red Hat an exclusivity period for negotiations between the companies. Red Hat alleges that the Company breached this provision by negotiating with another company during the exclusivity period. The Company has not yet formally responded to the claims, and the companies are in negotiations in an effort to settle their dispute. Red Hat has alleged damages of \$80,000 and also has sought punitive damages.

**SCHEDULE I****Accounts Payable**

The Seller has previously provided a Schedule of Accounts Payable dated 2/15/02 that reflects accounts payable as of such date. In the ordinary course of business, certain of these payables may have been paid and additional payables may have been incurred. The balances reflected in Schedule E reflect the payment of payables. The Seller will provide an updated Balance Sheet if needed.

BOS1 #1224672 v2

Date: Friday, February 15, 2002  
Time: 12:18PM  
User: PMCCARTHY

# Mission Critical Linux Inc.

## Aged AP - Past Due - Summary

Period: 02-02 As of: 02/15/2002

Page: 1 of 2  
Report: 03680S.rpt  
Company: MCLX

Vendor	Name	Vand Stat	Current	1 To 30	31 To 60	61 To 90	Over 90	Balance
<b>Company: MCLX</b>								
EBEERSD0	Donald Beers	A	0.00	125.00	0.00	0.00	0.00	125.00
EDRZEIWAC	Adrian Drzewiecki	A	0.00	1,077.92	0.00	0.00	0.00	1,077.92
ELEDOUN0	Michael Ledoux	A	0.00	203.85	0.00	0.00	0.00	200.85
EMCGRAMC	Mark McGrath	A	0.00	627.07	0.00	0.00	0.00	627.07
ESHAWSSC	Seth Shaw	A	0.00	127.55	0.00	0.00	0.00	127.55
ESTRAIR00	Ralph Straliff	A	42.78	0.00	0.00	0.00	0.00	42.78
ETUMANB0	Robert E. Tumanic	A	0.00	165.47	0.00	0.00	0.00	165.47
VACTIVE00	Active Transport, Inc.	A	3,008.00	0.00	0.00	0.00	0.00	3,008.00
VAIMHIG00	Aim High Inc.	A	2,120.85	2,792.59	0.00	0.00	0.00	4,913.45
VATT000000	AT&T 7338 001	A	0.00	181.10	0.00	0.00	0.00	181.10
VATT000000	AT&T 3361 001	A	37.14	0.00	0.00	0.00	0.00	37.14
VATT000003	AT&T 2877 001	A	51.20	0.00	0.00	0.00	0.00	51.20
VBOSTOND	Boston Networks Inc.	A	1,000.00	0.00	0.00	0.00	0.00	1,000.00
VCITIZE000	Citizens Conferencing	A	0.00	96.00	0.00	0.00	0.00	96.00
VDUALST0C	Dual State Vending Inc.	A	0.00	797.85	0.00	0.00	0.00	797.85
VFEDERA00	Federal Express	A	251.19	0.00	0.00	0.00	0.00	251.19
VFIRSTU000	First USA Bank NA	A	117.73	0.00	0.00	0.00	0.00	117.73
VGLOBAL01	Global Crossing	A	0.00	10.80	0.00	0.00	0.00	10.80
VHOLLAN01	Holland & Knight LLP	A	57,644.02	0.00	0.00	0.00	0.00	57,644.02
VINTERM0C	Intermedia Communications 8564	A	2,817.28	0.00	0.00	0.00	0.00	2,817.28
VKNOWLEC	KnowledgeStorm, Inc.	A	0.00	125.00	0.00	0.00	0.00	125.00
VMRW0000	Matzell Richard & Watts	A	0.00	0.00	0.00	0.00	-217.00	-217.00
VNEXTELOC	Nexel	A	144.98	0.00	0.00	0.00	0.00	144.98
VPACIF000C	Pacific Bell	A	12.11	200.58	0.00	0.00	0.00	212.69
VPAGANO00	Pagano Design Inc.	A	940.38	0.00	0.00	0.00	0.00	940.38
VPOLAND01	Poland Springs	A	24.15	0.00	0.00	0.00	0.00	24.15
VREECEAD0	Reece & Associates, P.C.	A	260.00	0.00	0.00	0.00	0.00	260.00
VSALSJU00	Sal's Just Pizza	A	0.00	86.81	0.00	0.00	0.00	86.81
VSHAWFAC	Shaw Farm	A	0.00	17.53	0.00	0.00	0.00	17.53

Feb. 25 2002 10:57PM P2

FRX NO.: 847-509-1330

PATENT  
REEL: 020174 FRAME: 0083

FROM :

Date: Friday, February 15, 2002  
Time: 12:18PM  
User: PMCCARTHY

**Mission Critical Linux Inc.**  
**Aged AP - Past Due - Summary**  
Period: 02-02 As of: 02/15/2002

Page: 2 of 2  
Report: 036805.rpt  
Company: MCLX

Vendor	Name	Vend Stat	Current	Days Past Due			Over 90	Balance
				1 To 30	31 To 60	61 To 90		
VSKYTELOC	Skytel	A	47.46	0.00	0.00	0.00	0.00	47.46
VTECHDA00	Tech Data Corporation	A	2,961.02	0.00	0.00	0.00	0.00	2,961.02
VUPS00000	United Parcel Service	A	13.85	162.26	0.00	0.00	0.00	176.11
WVERIZO00	Verizon - 2925 691	A	385.58	0.00	0.00	0.00	0.00	385.58
WVERIZO00	Verizon - 2926 692	A	128.44	0.00	0.00	0.00	0.00	128.44
WVERIZO00	Verizon - 2927 690	A	385.58	0.00	0.00	0.00	0.00	385.58
WVERIZO00	Verizon - 2694 689	A	2,642.04	0.00	0.00	0.00	0.00	2,642.04
WVERIZO00	Verizon - 3589 185	A	916.75	0.00	0.00	0.00	0.00	916.75
WVERIZO00	Verizon - 2846 208	A	1,469.59	0.00	0.00	0.00	0.00	1,469.59
WVERIZO01	Verizon 834 007 7	A	888.94	0.00	0.00	0.00	0.00	888.94
WVERIZO01	Verizon 000801228094	A	89.83	0.00	0.00	0.00	0.00	89.83
Company Total			78,400.90	6,795.39	0.00	0.00	-217.00	84,979.29

495,196.29