

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Asset Sale and Purchase Agreement

CONVEYING PARTY DATA

Name	Execution Date
Solidus Networks, Inc. d/b/a Pay By Touch	03/28/2008
Pay By Touch Checking Resources, Inc.	03/28/2008
Indivos Corporation	03/28/2008
Checkelect, Inc.	03/28/2008
ATMD Acquisition Corp.	03/28/2008
Seven Acquisition Sub, LLC	03/28/2008

RECEIVING PARTY DATA

Name:	YT Acquisition Corporation
Street Address:	1625 South Congress Avenue
City:	Delray Beach
State/Country:	FLORIDA
Postal Code:	33445

PROPERTY NUMBERS Total: 93

Property Type	Number
Patent Number:	5613012
Patent Number:	5615277
Patent Number:	5737439
Patent Number:	5764789
Patent Number:	5802199
Patent Number:	5805719
Patent Number:	5838812
Patent Number:	5870723
Patent Number:	5982914
Patent Number:	6012039
Patent Number:	6131464

OP \$3720.00 5613012

Patent Number:	6154879
Patent Number:	6192142
Patent Number:	6230148
Patent Number:	6269348
Patent Number:	6366682
Patent Number:	6397198
Patent Number:	6411728
Patent Number:	6581042
Patent Number:	6591002
Patent Number:	6594376
Patent Number:	6662166
Patent Number:	6879966
Patent Number:	6920435
Patent Number:	6950810
Patent Number:	6980670
Patent Number:	6985608
Patent Number:	7152045
Patent Number:	7248719
Patent Number:	7319987
Patent Number:	D425873
Patent Number:	7004389
Patent Number:	7082415
Patent Number:	7185807
Patent Number:	7269737
Patent Number:	7367049
Patent Number:	7389269
Application Number:	11005079
Application Number:	11076892
Application Number:	09398914
Application Number:	09639948
Application Number:	09871241
Application Number:	10056982
Application Number:	11048567
Application Number:	11109096
Application Number:	11198121

Application Number:	11321138
Application Number:	11321114
Application Number:	11763334
Application Number:	09765789
Application Number:	10277017
Application Number:	10464148
Application Number:	10678646
Application Number:	10725394
Application Number:	10775079
Application Number:	10840239
Application Number:	10861864
Application Number:	10891503
Application Number:	10910514
Application Number:	10910515
Application Number:	10920245
Application Number:	10983786
Application Number:	11034054
Application Number:	11034056
Application Number:	11076851
Application Number:	11076891
Application Number:	11076893
Application Number:	11123111
Application Number:	11128312
Application Number:	11141033
Application Number:	11187636
Application Number:	11284156
Application Number:	11304785
Application Number:	11304786
Application Number:	11457901
Application Number:	11482646
Application Number:	11682064
Application Number:	11830994
Application Number:	11831096
Application Number:	12110968
Application Number:	11421451

Application Number:	11421458
Application Number:	11459403
Application Number:	11566987
Application Number:	11669530
Application Number:	11873133
Application Number:	12074569
Application Number:	10616846
Application Number:	11283202
Application Number:	11352778
Application Number:	11352890
Application Number:	11566948
Application Number:	12134904

CORRESPONDENCE DATA

Fax Number: (412)281-0717
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (412) 454-5000
Email: docketingpgh@pepperlaw.com
Correspondent Name: Pepper Hamilton LLP
Address Line 1: One Mellon Center, 50th Floor
Address Line 2: 500 Grant Street
Address Line 4: Pittsburgh, PENNSYLVANIA 15219-2502

ATTORNEY DOCKET NUMBER:	134779.1
NAME OF SUBMITTER:	Joseph T. Helmsen

Total Attachments: 104
source=APA#page1.tif
source=APA#page2.tif
source=APA#page3.tif
source=APA#page4.tif
source=APA#page5.tif
source=APA#page6.tif
source=APA#page7.tif
source=APA#page8.tif
source=APA#page9.tif
source=APA#page10.tif
source=APA#page11.tif
source=APA#page12.tif
source=APA#page13.tif
source=APA#page14.tif
source=APA#page15.tif
source=APA#page16.tif
source=APA#page17.tif

source=APA#page18.tif
source=APA#page19.tif
source=APA#page20.tif
source=APA#page21.tif
source=APA#page22.tif
source=APA#page23.tif
source=APA#page24.tif
source=APA#page25.tif
source=APA#page26.tif
source=APA#page27.tif
source=APA#page28.tif
source=APA#page29.tif
source=APA#page30.tif
source=APA#page31.tif
source=APA#page32.tif
source=APA#page33.tif
source=APA#page34.tif
source=APA#page35.tif
source=APA#page36.tif
source=APA#page37.tif
source=APA#page38.tif
source=APA#page39.tif
source=APA#page40.tif
source=APA#page41.tif
source=APA#page42.tif
source=APA#page43.tif
source=APA#page44.tif
source=APA#page45.tif
source=APA#page46.tif
source=APA#page47.tif
source=APA#page48.tif
source=APA#page49.tif
source=APA#page50.tif
source=APA#page51.tif
source=APA#page52.tif
source=APA#page53.tif
source=APA#page54.tif
source=APA#page55.tif
source=APA#page56.tif
source=APA#page57.tif
source=APA#page58.tif
source=APA#page59.tif
source=APA#page60.tif
source=APA#page61.tif
source=APA#page62.tif
source=APA#page63.tif
source=APA#page64.tif
source=APA#page65.tif
source=APA#page66.tif
source=APA#page67.tif
source=APA#page68.tif
source=APA#page69.tif
source=APA#page70.tif
source=APA#page71.tif
source=APA#page72.tif

source=APA#page73.tif
source=APA#page74.tif
source=APA#page75.tif
source=APA#page76.tif
source=APA#page77.tif
source=APA#page78.tif
source=APA#page79.tif
source=APA#page80.tif
source=APA#page81.tif
source=APA#page82.tif
source=APA#page83.tif
source=APA#page84.tif
source=APA#page85.tif
source=APA#page86.tif
source=APA#page87.tif
source=APA#page88.tif
source=APA#page89.tif
source=APA#page90.tif
source=APA#page91.tif
source=APA#page92.tif
source=APA#page93.tif
source=APA#page94.tif
source=APA#page95.tif
source=APA#page96.tif
source=APA#page97.tif
source=APA#page98.tif
source=APA#page99.tif
source=APA#page100.tif
source=APA#page101.tif
source=APA#page102.tif
source=APA#page103.tif
source=APA#page104.tif

ASSET SALE AND PURCHASE AGREEMENT

BETWEEN

SOLIDUS NETWORKS, INC.,

PAY BY TOUCH CHECKING RESOURCES, INC.,

INDIVOS CORPORATION,

CHECKELECT, INC.,

ATMD ACQUISITION CORP.

AND

SEVEN ACQUISITION SUB, LLC,

AS SELLERS,

AND

YT ACQUISITION CORPORATION

Dated as of March 28, 2008

TABLE OF CONTENTS

	Page
1. CONVEYANCE OF THE ACQUIRED ASSETS:.....	2
1.1 Acquired Assets Transaction	2
2. NO ASSUMPTION OF LIABILITIES	5
3. ACQUIRED ASSETS; PERSONNEL MATTERS; TRANSFERRED EMPLOYEES	5
3.1 Business Employees.....	5
3.2 Cooperation.....	6
3.3 No Third Party Rights.....	6
4. PURCHASE PRICE:	6
4.1 Purchase Price.....	6
4.2 Allocation of Purchase Price.....	6
5. REPRESENTATIONS AND WARRANTIES:	7
5.1 Representations and Warranties of Sellers	7
5.2 Representations and Warranties of Solidus	9
5.3 Representations and Warranties of Purchaser.....	10
5.4 Survival of Representations, Warranties and Covenants of Sellers and Purchaser.....	11
6. CONDITIONS TO CLOSING:	11
6.1 Conditions to Obligations of Sellers and Purchaser	11
6.2 Conditions to Obligations of Purchaser	11
6.3 Conditions to Obligations of Sellers.....	12
7. CLOSING:	12
7.1 The Closing.....	12
7.2 [Reserved].....	12
7.3 Sellers' Deliveries.....	12
7.4 Purchaser's Deliveries	13
7.5 Possession	13
8. CERTAIN ADDITIONAL COVENANTS:	13
8.1 Bankruptcy Actions:	13
8.2 Registrations, Filings and Consents; Further Actions.....	13
8.3 Operation of the Business Pending Closing:	14

TABLE OF CONTENTS
(continued)

	Page
8.4	Access to Records and Properties of Sellers..... 14
8.5	Post-Closing Covenants 14
8.6	Consumer User Data Covenants 17
8.7	Communications with Customers and Suppliers 17
9.	TERMINATION:..... 18
9.1	Termination..... 18
9.2	Notice of Termination..... 18
9.3	Procedure and Effect of Termination..... 18
10.	OTHER TAX MATTERS: 19
10.1	Tax Returns for Pre-Closing Period..... 19
10.2	Tax Returns for Post-Closing Period 19
10.3	Straddle Period..... 19
10.4	Cooperation..... 19
10.5	Tax Elections 20
11.	MISCELLANEOUS: 20
11.1	Bulk Sales Laws..... 20
11.2	Notices 20
11.3	Assignment 22
11.4	Entire Agreement..... 22
11.5	Waiver..... 22
11.6	Severability 22
11.7	Amendment..... 23
11.8	Expenses 23
11.9	Third Parties..... 23
11.10	Headings 23
11.11	Counterparts..... 23
11.12	Governing Law 23
11.13	Public Announcements 23
11.14	Sales or Transfer Taxes..... 23
11.15	Venue and Retention of Jurisdiction..... 23

TABLE OF CONTENTS
(continued)

	Page
11.16 Risk of Loss	23
11.17 Dispute Resolution.....	24
11.18 No Right of Setoff.....	24
11.19 Limitation on Damages.....	24
11.20 Sellers' Obligations.....	24

ASSET SALE AND PURCHASE AGREEMENT

THIS ASSET SALE AND PURCHASE AGREEMENT (this "*Agreement*") dated as of March 28, 2008, is entered into by and among YT Acquisition Corporation, a Delaware corporation (the "*Purchaser*"), SOLIDUS NETWORKS, INC., a Delaware corporation, dba Pay By Touch, afka Pay by Touch Solutions ("*Solidus*"), PAY BY TOUCH CHECKING RESOURCES, INC., a Delaware corporation ("*PBTCR*"), INDIVOS CORPORATION, a Delaware corporation ("*Indivos*"), CHECKELECT, INC., a Wisconsin corporation ("*CheckElect*"), ATMD ACQUISITION CORP., a Delaware corporation ("*ATMD*"), and SEVEN ACQUISITION SUB, LLC, a Delaware limited liability company ("*Seven*" and together with Solidus, PBTCR, Indivos, CheckElect and ATMD, collectively the "*Sellers*" and each a "*Seller*"). Certain capitalized terms in this Agreement are defined on Schedule A.

RECITALS

A. On October 31, 2007, an involuntary chapter 11 bankruptcy petition was commenced against Solidus in the United States Bankruptcy Court for the Central District of California, Los Angeles Division, (the "*Bankruptcy Court*") case number 07-20027-TD (the "*Solidus Bankruptcy Case*"). On December 14, 2007, Solidus consented to the entry of an order for relief. Solidus is the owner of PBTCR, Indivos, CheckElect, ATMD and Seven.

B. On December 14, 2007, PBTCR, Indivos, CheckElect, ATMD and Seven each filed voluntary petitions (together with the Solidus Bankruptcy Case, the "*Bankruptcy Case(s)*") for relief under Chapter 11 of Title 11, U.S.C. §§101 *et seq.* (as amended) (the "*Bankruptcy Code*"), in the Bankruptcy Court, case numbers 07-21773, 07-21772, 07-21768, 07-21783 and 07-21777, respectively. Pursuant to the Bankruptcy Court's December 17, 2007 Order Directing Joint Administration of Debtors' Cases and Estates Pursuant to Bankruptcy Rule 1015(b), the Bankruptcy Cases are jointly administered with, but not substantively consolidated with, the Solidus bankruptcy case.

C. On February 13, 2008, the Bankruptcy Court entered an order (I) approving bidding procedures for the sale of the Acquired Assets, (II) approving the form and manner of notice, (III) scheduling auction and sale hearing, and (IV) approving procedures for determining Cure Amounts (the "*Bidding Procedures Order*").

D. Upon the terms and subject to the conditions set forth in this Agreement, and as authorized under Sections 363 of the Bankruptcy Code, Sellers desire to sell to Purchaser assets, property and interests, and Purchaser desires to make such purchase, subject to the conditions set forth in this Agreement.

E. The Creditors' Committee has withdrawn any objection to the transactions contemplated by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, mutual promises, representations, warranties and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be

legally bound hereby, the Parties agree:

1. CONVEYANCE OF THE ACQUIRED ASSETS:

1.1 Acquired Assets Transaction. Upon the terms and subject to the conditions set forth in this Agreement, at Closing Sellers shall sell, transfer, assign, convey and deliver to the Purchaser, and Purchaser shall purchase, accept and acquire from Sellers, free and clear of all Liens except for Permitted Liens, all of the assets and properties described in Section 1.1.1 below (collectively, the "*Acquired Assets*"), other than the Excluded Assets (defined in Section 1.1.2).

1.1.1 Acquired Assets. The Acquired Assets consist of all of each Seller's rights, title and interest, as of the Closing Date, in and to all of each Seller's assets, property and interests, wherever located (other than Excluded Assets), including: all Personal Property, Real Property, permits, Inventory, Administrative Assets, Owned Intellectual Property and Licensed Intellectual Property (including Trademark Rights in all Product names), all goodwill of the Sellers relating to the Business, all third party rights of any of the Sellers, all of each Seller's rights in the assets identified on **Schedule 1.1.1**, and the following:

A. Cash and Cash Equivalents. All cash, including checks received prior to the close of business on the Closing Date, whether or not deposited or cleared prior to the close of business on the Closing Date, commercial paper, certificates of deposit and other bank deposits, register cash, petty cash, cash equivalents, and any security or similar deposits made by or on behalf of any Seller with landlords or other contracting parties under the Contracts, in each case to the extent transferable and not subject to prior existing security deposits, letters of credit or other similar existing security interests of third parties.

B. Causes of Action. Any known or unknown rights, demands, claims, credits, allowances, rebates, causes of action or rights of set-off (other than against the Sellers) that any Seller may have against any third party, including in relation to or in connection with any Taxes (collectively, "*Third Party Claims*"); provided, however, that the Third Party Claims shall exclude (1) Excluded Third-Party Claims (as defined in Section 1.1.2.I), and (2) Preference Or Avoidance Claims (as defined in Section 1.1.2.E).

C. Receivables. Accounts Receivable, payment intangibles and all causes of action relating or pertaining to the foregoing.

D. Insurance. Except as set forth in Section 1.1.2.C, any rights and benefits under insurance policies of the Sellers, including any rights under any director & officer insurance policies.

E. Improvements. Any improvements (collectively, the "*Improvements*") located on the Real Property, to the extent of any Sellers' ownership interest in such Improvements.

F. Tax Refunds. Any claim, right or interest of any Seller in or any refund, rebate, abatement or other recovery or credits for all Taxes of any kind, together with any interest due thereon or penalty rebate arising therefrom.

G. S&H Marketing. All of the outstanding capital stock of S&H Marketing, Inc., a Delaware corporation ("**S&H Marketing**").

H. Loyalty Acquisition Sub. All of the outstanding membership interests of Loyalty Acquisition Sub, LLC, a Delaware limited liability company ("**Loyalty**").

I. PBT Singapore. All of the outstanding capital stock of Pay By Touch Singapore PTE. Ltd. ("**PBT Singapore**") and, to the extent transferable under applicable Laws, the Singapore User Data.

J. Personnel and Medical Records. So far as legally permissible under applicable data protection, medical confidentiality or other applicable Laws (including with a Transferred Employee's written consent), Purchaser will be provided originals or copies of all work and payroll histories, personnel and medical records of each Transferred Employee.

1.1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, the Acquired Assets shall not include the following, (collectively, the "**Excluded Assets**"):

A. Bailed Assets. Any machinery, equipment, tools and Inventory owned by any other third party listed in **SCHEDULE 1.1.2.A** ("**Third Party Bailed Assets**").

B. Personnel and Medical Records. All work and payroll histories, personnel and medical records of employees and former employees of Sellers for whom a record exists in Sellers' possession at the time of Closing, except to the extent specifically assumed in Section 1.1.1.J with respect to a Transferred Employee.

C. Insurance Proceeds. Insurance proceeds, claims and causes of action with respect to or arising in connection with (i) any Contract which is not assigned to the Purchaser at the Closing, (ii) any item of tangible or intangible property not acquired by Purchaser or (iii) any Excluded Third-Party Claims.

D. Privileged Information and Materials. Information and materials protected by the attorney-client privilege and for which there is no reasonable means to provide such information or materials that preserves such privilege; provided that no such excluded information and materials is material to the Business, and provided that such materials are listed with reasonable specificity to permit confirmation of the existence of privilege on **SCHEDULE 1.1.2.D** hereto.

E. Certain Rights. All of the rights and claims of Sellers available to Sellers under the Bankruptcy Code, of whatever kind or nature, as set forth in Sections 544 through 551, inclusive, and any related claims and actions arising under such sections by operation of law or otherwise, including any and all proceeds of the foregoing (the "**Preference Or Avoidance Claims**"); provided, however, that Preference Or Avoidance Claims shall not include any affirmative causes of action that any Seller may have against any Continuing Employees; and provided further, however, that notwithstanding the foregoing the Sellers shall retain all rights (including all rights under section 502(d) of the Bankruptcy Code) to assert

Preference Or Avoidance Claims as counterclaims, affirmative defenses or rights of set-off against claims made by any Continuing Employee against the Sellers' bankruptcy estates.

F. Books and Records. Each Seller's corporate minute books, stock transfer books, corporate seal of each Seller and any other books and records relating to their organization and existence or exclusively to the Excluded Assets.

G. U.S. Consumer Privacy Data. All User Data used in or relating to the Solidus Business (but not the Loyalty Business or the S&H Business), other than the Singapore User Data.

H. Excluded Securities. All shares of capital stock or membership interests, as the case may be, of (I) each of the Sellers, (II) Pay By Touch Payment Solutions, LLC ("**PBTPS**") and (III) Pay By Touch Processing, Inc. ("**PBTP**").

I. Excluded Third-Party Claims. Any known or unknown rights, demands, claims, credits, allowances, rebates, causes of action or rights of set-off that any Seller may have against any current or former director, officer, professional or Affiliate of any Seller (collectively, "**Excluded Third-Party Claims**"); provided, however, that the Excluded Third-Party Claims shall not include any such known or unknown rights, demands, claims, credits, allowances, rebates, causes of action or rights of set-off that any Seller may have against any Continuing Employees (except to the extent, but solely to the extent, arising from actions taken or omitted by Continuing Employees in their capacity as a past or present officer or director of any of the Sellers), other than counterclaims, affirmative defenses or rights of set-off against claims made by any Continuing Employee against the Sellers' bankruptcy estates.

J. Other Excluded Assets. All assets sold pursuant to the Non-Core Asset Sale Orders.

K. Cogent. (i) That certain Supply Agreement dated May 6, 2005 between Cogent Systems, Inc. ("**Cogent**") and Solidus (the "**Cogent Supply Agreement**") and Solidus's rights thereunder, and (ii) all Cogent Information.

1.1.3 Post-Closing Asset Deliveries. Should Sellers or Purchaser, in their reasonable discretion, determine that books, records, proceeds or other Acquired Assets are still in the possession of any Seller after the Closing, Sellers shall promptly deliver them to Purchaser at no cost to Purchaser. Should Sellers or Purchaser, in their reasonable discretion, determine after the Closing that books, records, proceeds or other Excluded Assets were delivered to Purchaser, Purchaser shall promptly return them to Sellers at no cost to Sellers other than reimbursing Purchaser's reasonable out-of-pocket costs.

1.1.4 Pro-rations. Rent, utilities and other items of expense and income relating to or attributable to the Acquired Assets shall be prorated between Sellers and Purchaser as of the Closing Date. All such obligations due in respect of periods prior to the Closing Date shall be paid in full or otherwise satisfied by Sellers, and all obligations due in respect of periods on and after the Closing Date shall be paid in full or otherwise satisfied by Purchaser. Rent shall be prorated on the basis of a thirty (30) day month. After the Closing Date, Purchaser and Sellers shall cooperate in calculating any of the pro-rations under this Section 1.1.4.

A. Further Assurance. The parties will use commercially reasonable efforts to determine the amounts of the above pro-rations and settle such amounts at Closing. To the extent that, within 120 days after Closing, Sellers, on the one hand, or Purchaser, on the other hand, receive any bill or other invoice for any of the items listed in this Section 1.1.4 or similar items, relating to both pre-Closing and post-Closing periods, Sellers or Purchaser shall, as soon as practicable but no later than 90 days after Closing, send any such bill or invoice to the other Party. If necessary to avoid incurring interest, penalties and/or late charges, Purchaser may pay all amounts shown to be due thereon, and may invoice Sellers for all amounts owed by Sellers thereunder, and in such case Sellers shall reimburse such amounts.

Any payments due under this Section 1.1.4 that have not been settled at Closing shall be made within 45 days after the end of the month in which a bill or invoice is sent to a Party (or Affiliate thereof); *provided, however*, that the disputed portion of any such item shall be paid within 45 days after the final determination thereof on an item-by-item basis. When Purchaser makes a payment to a third party which is required to be reimbursed to Purchaser by Sellers, the reimbursement payment shall be considered the repayment of an advance.

1.1.5 Instruments of Transfer. The sale, assignment, transfer, conveyance and delivery of the Acquired Assets to Purchaser provided herein by Purchaser shall be made by assignments, bills of sale, and other instruments of assignment, transfer and conveyance provided for in Section 7.2 and Section 7.3.5 below and such other instruments as may reasonably be requested by Purchaser or Sellers. None of the foregoing documents shall increase in any material way the obligations imposed by this Agreement upon Sellers or Purchaser.

2. NO ASSUMPTION OF LIABILITIES. Notwithstanding anything to the contrary in this Agreement or any of the transactions contemplated thereby, at and as of the Closing, Purchaser shall not assume, agree to pay, perform or discharge when due, or be liable with respect to, any debt, obligation, duty, liability or responsibility of the Sellers of any nature or kind whatsoever, including any unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability.

3. ACQUIRED ASSETS; PERSONNEL MATTERS; TRANSFERRED EMPLOYEES.

3.1 Business Employees. Each employee and consultant of Sellers who performs services for the Business is referred to herein as a "***Business Employee***". Sellers have delivered or made available to Purchaser true and correct copies of all employee manuals and handbooks, disclosure materials, policy statements and other materials relating to Transferred Employees, including all Company Employee Plans.

3.1.1 Sellers recognize that Purchaser intends to make offers of employment to certain Business Employees of Sellers, on terms and conditions of employment that may be different from those provided by Sellers, and that it is uncertain how many Business Employees that Purchaser will extend such offers of employment and how many Business Employees will accept employment with Purchaser. Set forth on Schedule 3.1.1 is a list of each Business Employee that Purchaser may consider (in its sole discretion) offering employment after the Closing. Each such Business Employee who (a) is listed on Schedule 3.1.1 and (b) accepts Purchaser's offer of employment, if any such offer is made, and commences employment with

the Purchaser as of the Closing shall be referred to herein as a "**Transferred Employee**". Purchaser's offer of employment described in Section 3.1.1 will not include any obligation by Purchaser to pay, reward or otherwise compensate any Transferred Employee for any back pay, wages, salary, accrued vacation, paid time off, commission or bonus that was earned or accrued on or prior to the Closing Date. Notwithstanding anything herein to the contrary, the decision whether to offer employment to any Business Employee, if at all, and the terms and conditions of such offers of employment, if any, shall be determined by Purchaser in its sole discretion and in accordance with applicable law.

3.1.2 Nothing contained in this Agreement shall confer upon any Transferred Employee any right with respect to continuance of employment by Purchaser, nor shall anything herein interfere with the right of Purchaser to terminate the employment of any Transferred Employees at any time, with or without notice, or restrict Purchaser, in the exercise of its business judgment in modifying any of the terms and conditions of employment of the Transferred Employees after the Closing.

3.1.3 Sellers shall provide Purchaser access to employee personnel files to the extent required pursuant to Section 1.1.1.J.

3.2 Cooperation. Sellers and Purchaser will provide each other with such records and information as may be reasonably necessary, appropriate and permitted under applicable Law to carry out their respective obligations under this Article 3.

3.3 No Third Party Rights. No provision of this Agreement confers rights or remedies upon any person, including Transferred Employees, other than the Parties.

4. PURCHASE PRICE:

4.1 Purchase Price. Subject to the terms and conditions of this Agreement, in consideration of the Sale, the aggregate purchase price for the Acquired Assets shall consist of: (i) cash in the amount of \$4,400,000 (the "**Cash Consideration**"), which Cash Consideration will constitute full satisfaction of the Carve-Out, and (ii) a credit bid of \$50,000,000 of the secured debt issued pursuant to the DIP Agreement and SPA pursuant to Section 363(k) of the Bankruptcy Code (the "**Credit Bid**"). The final aggregate purchase price, as so determined, is referred to herein as the "**Purchase Price**".

4.1.1 Delivery of Purchase Price. At the Closing, Purchaser shall pay to Sellers, an aggregate amount equal to the Cash Consideration (apportioned pursuant to the allocation referred to in Section 4.2), by wire transfer in immediately available funds to an account specified by Sellers.

4.2 Allocation of Purchase Price. \$1,000,000 of the Purchase Price paid in the form of a credit bid of secured debt owed under the DIP Agreement shall be allocated to the assets of Pay By Touch Checking Resources, Inc. Otherwise, the Purchaser shall determine the allocation of the Purchase Price among the assets of the Business and the agreements provided herein for transfer of the Business to Purchaser, for all purposes (including financial, accounting and tax) (the "**Allocation**"). Purchaser and Sellers shall each report the federal, state and local income and other Tax consequences of the purchase and sale contemplated hereby in a manner consistent

with the Allocation, including, if applicable, the preparation and filing of Forms 8594 under Section 1060 of the Internal Revenue Code (or any successor form or successor provision of any future tax law) with their respective federal income Tax Returns for the taxable year which includes the Closing Date, and neither will take any position inconsistent with the Allocation unless otherwise required under applicable law. Sellers shall provide Purchaser and Purchaser shall provide Sellers with a copy of any information required to be furnished to the Secretary of the Treasury under Internal Revenue Code Section 1060.

5. REPRESENTATIONS AND WARRANTIES:

5.1 Representations and Warranties of Sellers. All information set forth in the Disclosure Schedules with respect to any clause of this Section 5.1 shall be deemed disclosed under and incorporated into any other clause of this Section 5.1 as to which it is reasonably apparent that such disclosure relates based solely on the language in such disclosure and such other clause. Sellers jointly and severally represent and warrant to Purchaser as follows:

5.1.1 [Reserved].

5.1.2 Corporate Power; Due Authorization. Each Seller has the corporate or limited liability company power and authority to execute and deliver this Agreement, subject to Bankruptcy Court approval, and to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated herein and therein. The execution, delivery and performance of this Agreement by each Seller and the consummation of the contemplated transactions have been duly authorized by all necessary action on the part of such Seller. Subject to the entry and effectiveness of the Sale Approval Order and this Agreement have been duly and validly executed and delivered by or on behalf of each Seller and (assuming this Agreement constitutes a valid and binding obligation of Purchaser) each such agreement constitutes a legal, valid and binding agreement of such Seller, enforceable against each Seller in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and to general equitable principles.

5.1.3 [Reserved].

5.1.4 [Reserved].

5.1.5 Title to Personal Property. Upon entry by the Bankruptcy Court of the Sale Approval Order, Sellers shall transfer the Acquired Assets free and clear of any Lien, except as otherwise expressly indicated on **SCHEDULE 5.1.5.A.**

5.1.6 Intellectual Property Assets:

A. SCHEDULE 5.1.6.A sets forth a true and complete list of (1) all Owned Intellectual Property included in the Acquired Assets for which any application has been filed with, or any registration, patent, certificate, or other similar authorization, approval or documentation has been issued by, any Governmental Entity, and (2) all material Licensed Intellectual Property included in the Acquired Assets. To Sellers' Knowledge there are no material impediments to the ability of any Seller under applicable Laws to maintain in effect or

renew its rights in and to the Owned Intellectual Property included in the Acquired Assets. To Sellers' Knowledge there are no material impediments to the ability of any Seller under applicable Law to grant to Purchaser, by license or assignment, the rights to the Licensed Intellectual Property included in the Acquired Assets as contemplated in this Agreement.

B. To Sellers' Knowledge, Sellers are conducting the Business and using the Acquired Assets in a manner that does not violate the intellectual property right of another Person and no Claim has been made or threatened by any third party against any Seller for Intellectual Property infringement or misappropriation, and no Seller has made or threatened any Claim against any third party for Intellectual Property infringement or misappropriation, except as set forth in **SCHEDULE 5.1.6.B**.

C. Sellers have not granted any license, sublicense or other permission to use the Owned Intellectual Property included in the Acquired Assets to any third party, except as set forth on **SCHEDULE 5.1.6.C**.

D. Except as set forth on **SCHEDULE 5.1.6.D**: (1) all Owned Intellectual Property included in the Acquired Assets is owned solely and exclusively by Sellers, and all Licensed Intellectual Property is used by Sellers pursuant to valid, subsisting license agreements; and (2) upon entry by the Bankruptcy Court of the Sale Approval Order, Sellers shall transfer the Owned Intellectual Property included in the Acquired Assets free and clear of any encumbrances thereon and shall transfer all of Sellers' rights to the Licensed Intellectual Property included in the Acquired Assets.

5.1.7 Insurance. **SCHEDULE 5.1.7** contains a complete and correct list, in all material respects, of all material policies of insurance included in the Acquired Assets, indicating for each policy the carrier, risks insured, the amounts of coverage, deductible, expiration date and any material pending claims thereunder. All such policies are outstanding and in full force and effect and the Sellers have timely paid all premiums related thereto.

5.1.8 Compliance with Permits. All Permits that are necessary or appropriate for the conduct of the Business as Currently Conducted, and for the ownership and operation of the Acquired Assets have been duly obtained, are in full force and effect, and there are no proceedings pending that may result in the revocation, cancellation or suspension, or any materially adverse modification, of any such Permit, except in each case as would not have, individually or in the aggregate, or reasonably be expected to result in a Material Adverse Effect. The Sellers are in compliance with all Permits in all material respects. The execution, delivery and performance of, and compliance with, this Agreement by Sellers will not, with or without the passage of time or the giving of notice, result in any such violation or be in conflict with or constitute a default under any Permit.

5.1.9 Brokers. Sellers have employed no finder, broker, agent or other intermediary in connection with the negotiation or consummation of this Agreement or any of the transactions contemplated hereby for which Purchaser would be liable.

5.1.10 No Violations. Neither the execution, delivery or performance of this Agreement by Sellers, nor the consummation by Sellers of the Sale, nor compliance by Sellers

with any of the provisions hereof, will, with or without the passage of time or the giving of notice: (a) result in any breach of any provisions of the articles of incorporation, bylaws, certificate of formation operating agreement or similar document of any Seller; (b) result in a violation, or breach of, or constitute (with or without due notice or lapse of time) a default (or give rise to any right of termination, cancellation, amendment, vesting, payment, exercise, acceleration, suspension or revocation) under any of the terms, conditions or provisions of any note, bond, mortgage, deed of trust, security interest, indenture, loan or credit agreement, license, permit, contract, lease, agreement, plan or other instrument, commitment or obligation to which any Seller is a party or by which its properties or assets may be bound or affected; (c) violate any order, writ, governmental authorization, injunction, decree, statute, rule or regulation applicable to any Seller or to any of its properties or assets; or (d) result in the creation or imposition of any Lien other than Permitted Liens on any asset of Sellers, except in the case of clauses (b), (c) and (d) above, for violations, breaches, defaults, terminations, cancellations, accelerations, creations, impositions, suspensions or revocations that: (1) would not individually or in the aggregate have or reasonably be expected to result in a Material Adverse Effect; or (2) are excused by or unenforceable as a result of the filing of the Bankruptcy Case or the applicability of any provision of or any applicable law of the Bankruptcy Code.

5.1.11 [Reserved].

5.1.12 Absence of Other Representations or Warranties. Except for the representations and warranties expressly set forth in Section 5.1 or 5.2 of this Agreement, Sellers make no representations or warranties, express or implied, with respect to the Acquired Assets, the sale of the Acquired Assets, and in particular but without limitation, Sellers make no representations with respect to any plan(s) of Purchaser for the future conduct of the Business. For the avoidance of doubt, no warranty or representation is given with respect to the contents of the documents provided in due diligence, on any other documents or other information not contained in this Agreement, or on any projected volumes of the Business, all which were produced only for information purposes; except that with respect to any projections provided by Sellers to Purchaser or to Jefferies for inclusion in the Jefferies offering materials, Sellers created such projections in good faith and based on assumptions that Sellers believed to be reasonable at the time they were created.

5.2 Representations and Warranties of Solidus.

5.2.1 S&H Marketing Stock. Solidus represents and warrants to the Purchaser that all outstanding shares of S&H Marketing capital stock are owned by Solidus and included in the Acquired Assets. No Person has any option, warrant or other right to purchase from S&H Marketing, or require S&H Marketing to issue, any additional shares or any other rights to acquire S&H Marketing capital stock.

5.2.2 Loyalty Membership Interest Sale. Solidus represents and warrants to the Purchaser that all outstanding units of membership interests in Loyalty are owned by Solidus and included in the Acquired Assets. No Person has any option, warrant or other right to purchase from Loyalty, or require Loyalty to issue, any additional membership interests or any other rights to acquire Loyalty membership interests.

5.2.3 PBT Singapore Stock Sale. Solidus represents and warrants to the Purchaser that all outstanding shares of PBT Singapore capital stock are owned by Solidus and included in the Acquired Assets. No Person has any option, warrant or other right to purchase from PBT Singapore, or require PBT Singapore to issue, any additional membership interests or any other rights to acquire Loyalty membership interests.

5.3 Representations and Warranties of Purchaser. Purchaser warrants and represents to Sellers as follows:

5.3.1 Corporate Data. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite corporate power and authority to own, lease and operate its properties and assets.

5.3.2 Corporate Power; Due Authorization. Purchaser has the corporate power and authority to execute and deliver this Agreement to perform its obligations hereunder and to consummate the transactions contemplated herein. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of Purchaser. This Agreement is, when executed and delivered (assuming this Agreement constitutes a legal, valid and binding obligation of Sellers), valid and legally binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms, except as enforcement of such terms may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or proceedings affecting the enforcement of creditors' rights generally and by the availability of equitable remedies and defenses.

5.3.3 No Violations. Neither the execution, delivery or performance of this Agreement by Purchaser, nor the consummation by Purchaser of the transactions contemplated herein, nor compliance by Purchaser with any of the provisions hereof, will: (a) require Purchaser to obtain any consent, approval or action of, or make any filing with or give notice to, any domestic or foreign governmental or regulatory body or any other Person, except for consents, approvals, actions, filings or notices, the lack of which would not have or reasonably be expected to result in a material adverse effect on the ability of the Purchaser to consummate the transactions contemplated by this Agreement; (b) conflict with or result in any breach of any provisions of the certificate of incorporation or bylaws of Purchaser; or (c) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Purchaser or Purchaser's properties or assets, which would have or reasonably be expected to result in a material adverse effect on the ability of the Purchaser to consummate the transactions contemplated by this Agreement.

5.3.4 Brokers. Purchaser has employed no finder, broker, agent or other intermediary in connection with the negotiation or consummation of this Agreement or any of the transactions contemplated hereby for which Sellers would be liable.

5.3.5 Solvency. Upon the consummation of the transactions contemplated by this Agreement, immediately following closing, Purchaser will have or will have access to sufficient capital to operate the Business in accordance with the Purchaser's intended plans (it being understood that Purchaser will have no obligation to continue all or any portion of the Business as a going concern).

5.3.6 Availability of Funds. Purchaser will have available, as of the Closing Date, sufficient cash in immediately available funds to pay the Cash Consideration.

5.3.7 Compliance with Law. Except with respect to those violations that would not reasonably be expected to result in the issuance of an Order materially restraining, enjoining or otherwise prohibiting Purchaser from consummating the transactions contemplated by this Agreement, Purchaser is in material compliance with all Laws applicable to it.

5.4 Survival of Representations, Warranties and Covenants of Sellers and Purchaser. The representations and warranties made by Sellers and Purchaser in this Agreement or any other document delivered to Purchaser hereunder or thereunder shall survive the execution and delivery of this Agreement and through the Closing, but shall not survive, and shall terminate at, the Closing. The covenants made by Sellers and Purchaser in this Agreement shall survive the Closing.

6. CONDITIONS TO CLOSING:

6.1 Conditions to Obligations of Sellers and Purchaser. The respective obligations of each Party to effect the transactions contemplated by this Agreement shall be subject to the satisfaction or waiver at or prior to the Closing Date of the following conditions precedent:

6.1.1 No Law, Judgments, etc. No provisions of any applicable Law and no judgment, injunction (preliminary or permanent), order or decree that prohibits, makes illegal or enjoins the consummation of the transactions contemplated by this Agreement shall be in effect.

6.1.2 Sale Approval Order. The Sale Approval Order shall have been entered by the Bankruptcy Court and shall not have been stayed as of the Closing Date.

6.2 Conditions to Obligations of Purchaser. The obligation of Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Purchaser):

6.2.1 Accuracy of Representations and Warranties. Except as otherwise permitted by this Agreement, and after giving effect to the Sale Approval Order, the representations and warranties of Sellers contained in this Agreement that are qualified by materiality shall be true and correct, and the other representations and warranties of Sellers contained in this Agreement shall be true and correct in all material respects, in each case as of the date hereof and as of the Closing Date as if made on such date (except for representations and warranties that speak as of a specific date or time, which shall be true and correct only as of such date or time), except for inaccuracies that, in the aggregate, have not had and would not reasonably be expected to result in, a Material Adverse Effect.

6.2.2 Performance of Covenants. All covenants and obligations contemplated hereby to be performed by Sellers on or before the Closing shall have been performed in all respects.

6.2.3 Payment from Non-Core Asset Sales. The lenders under the DIP Agreement shall have received any proceeds from the sale of assets to which they are entitled pursuant to the Non-Core Asset Sale Orders.

6.3 Conditions to Obligations of Sellers. Except as otherwise permitted by this Agreement, the obligation of Sellers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Sellers):

6.3.1 Accuracy of Representations and Warranties. The representations and warranties of Purchaser contained in this Agreement that are qualified by materiality shall be true and correct, and the other representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects, in each case as of the Closing Date if made on such date (except for representations and warranties that speak as of a specific date or time, which shall be true and correct only as of such date or time), other than any inaccuracies that do not, in the aggregate, have a material adverse effect on Purchaser.

6.3.2 Performance of Covenants. All covenants and obligations contemplated hereby to be performed by Purchaser on or before the Closing shall have been performed in all material respects.

6.3.3 Delivery of Cash Consideration. Purchaser shall have delivered to Sellers the Cash Consideration by wire transfer, in immediately available funds, to such bank account or bank accounts as shall be specified by Sellers to Purchaser on the Closing Date..

7. CLOSING:

7.1 The Closing. Subject to the satisfaction of the conditions set forth in Article 6 of this Agreement, the closing (the "**Closing**") of the transactions contemplated hereby shall take place at the offices of Cooley Godward Kronish LLP, 101 California Street, Fifth Floor, San Francisco, California at 10:00 a.m. on the seventh Business Day or such shorter period as the Purchaser may determine in its sole discretion, after the conditions set forth in Article 6 shall have been satisfied or waived (other than conditions which by their nature can be satisfied only at the Closing), or on such other date or at such other time as the Parties may agree.

7.2 [Reserved]

7.3 Sellers' Deliveries. At the Closing, Sellers shall deliver to Purchaser the following, in proper form for recording where appropriate:

7.3.1 An officer's certificate, dated as of the Closing Date, executed on behalf of Sellers, certifying that the conditions specified in Sections 6.2.1 and 6.2.2 have been fulfilled.

7.3.2 Certified copies of all orders of the Bankruptcy Court pertaining to the contemplated transactions contemplated by this Agreement, including the Sale Approval Order.

7.3.3 Duly executed bill of sale transferring the Acquired Assets to Purchaser, substantially in the form attached hereto as **SCHEDULE 7.3.3**.

7.3.4 All stock certificates evidencing all of the outstanding shares of capital stock of S&H Marketing, S&H Subsidiary and PBT Singapore, duly endorsed for transfer or accompanied by a duly executed stock power or other appropriate instrument of assignment and transfer in a form reasonably satisfactory to Purchaser.

7.3.5 An assignment and assumption agreement, in a form reasonably satisfactory to the Purchaser, evidencing the sale, transfer and conveyance all of the outstanding membership interests in Loyalty.

7.3.6 The written resignation, effective as of the Closing, of each director and manager, as the case may be, of S&H Marketing, S&H Subsidiary, Loyalty and PBT Singapore in a form reasonably satisfactory to Purchaser.

7.3.7 Appropriate receipts.

7.4 Purchaser's Deliveries. At the Closing, Purchaser shall deliver to Sellers, in proper form for recording where appropriate:

7.4.1 The Cash Consideration, pursuant to and in accordance with, Section 4.1.1.

7.4.2 An officer's certificate, dated as of the Closing Date, executed on behalf of Purchaser, certifying that the conditions specified in Sections 6.3.1 and 6.3.2 have been fulfilled.

7.5 Possession. Right to possession of the Acquired Assets shall transfer to Purchaser on the Closing Date. Sellers shall transfer and deliver to Purchaser on the Closing Date or as promptly as practicable thereafter, such keys, passwords, combinations, lock and safe combinations and other similar items as Purchaser shall require to obtain immediate and full occupation and control of the Acquired Assets, and shall also make available to Purchaser at Sellers' then existing locations all documents in Sellers' possession that are required to be transferred to Purchaser by this Agreement.

8. CERTAIN ADDITIONAL COVENANTS:

8.1 Bankruptcy Actions:

8.1.1 Purchaser agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining entry of the Sale Approval Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a "good faith" purchaser under section 363(m) of the Bankruptcy Code.

8.1.2 This Agreement is subject to approval by the Bankruptcy Court.

8.2 Registrations, Filings and Consents; Further Actions. Upon the terms and subject to the conditions of this Agreement, each of the parties hereto shall use commercially

reasonable efforts to take, or cause to be taken, all appropriate actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement as promptly as practicable including, using their commercially reasonable efforts to cause the satisfaction of all conditions to Closing. In furtherance of the foregoing, to the extent that any of the assets of the Business (other than Excluded Assets) are owned by any direct or indirect subsidiary of Solidus that is not party to this Agreement, Solidus shall use its reasonable best efforts cause such subsidiary to transfer such assets to the Purchaser pursuant to the terms of this Agreement.

8.3 Operation of the Business Pending Closing:

8.3.1 Sellers shall promptly notify Purchaser if any Seller becomes aware of the occurrence of any event or circumstance that would reasonably be expected to cause the conditions set forth in Sections 6.1.1, 6.1.2, 6.2.1, 6.2.2 or 6.2.3 hereof not to be satisfied including any event or circumstance that, upon the occurrence of such event or circumstance, causes or would reasonably be expected to cause any representation or warranty of Sellers to be untrue in any material respect at the time of the occurrence of such event or condition.

8.3.2 Purchaser shall promptly notify Sellers if Purchaser becomes aware of the occurrence of any event or circumstance that would reasonably be expected to cause the conditions set forth in Sections 6.1.1, 6.1.2 or 6.3.1 hereof to be satisfied including any event or circumstance that, upon the occurrence of such event or circumstance, causes any representation or warranty of the Purchaser to be untrue in any material respect at the time of the occurrence of such event or condition.

8.4 Access to Records and Properties of Sellers. From and after the date of this Agreement until the Closing Date, Sellers shall, upon reasonable advance notice, afford to Purchaser, Lenders and each of their respective debt and equity financing sources, and each of their respective officers, independent public accountants, counsel, lenders, consultants and other representatives who shall be bound as "Representatives" under the confidentiality agreements heretofore signed by Purchaser, reasonable access during normal business hours to the Acquired Assets and all records pertaining to the Acquired Assets or the Business.

8.5 Post-Closing Covenants. From and after the Closing, each of the Parties will perform its respective covenants and agreements set forth below:

8.5.1 Books and Records and Litigation Assistance From and After Closing:

A. Purchaser, for itself and on behalf of its Affiliates, agrees to use commercially reasonable efforts to preserve and keep books, records, computer files, software programs and any data processing files delivered to Purchaser by Sellers and their Affiliates pursuant to the provisions of this Agreement for a period of not less than two years from the Closing Date, or for any longer period as may be required of the Business by any applicable Law at Purchaser's sole cost and expense. During such period, Purchaser shall: (1) provide Sellers with reasonable access to such documents and information as necessary, consistent with past practice, to complete the accounting books and records of the Business as of December 31, 2008;

and (2) provide Sellers reasonable access to such books and records as may be reasonably required by Sellers in connection with (a) the Bankruptcy Case, (b) the Excluded Third Party Claims, (c) the Preference Or Avoidance Claims, (d) any legal proceedings against or governmental investigations of Sellers and their Affiliates or (e) any Tax examination, audit or appeal of Taxes of Sellers and their Affiliates, the Business or the Acquired Assets during such period. Sellers shall promptly reimburse Purchaser for the reasonable out-of-pocket expenses incurred in connection with any request by Sellers to make available records pursuant to the foregoing sentence. In the event Purchaser wishes to destroy or dispose of such books and records after one year from the Closing Date, it shall first give not less than 30 days' prior written notice to Sellers, and Sellers shall have the right, at their option, upon prior written notice given to Purchaser within 20 days of receipt of Purchaser's notice, to take possession of said records within 30 days after the date of Purchaser's notice to Sellers hereunder, all at the Sellers' expense. Notwithstanding the foregoing, the Purchaser need not supply the Sellers with any information pursuant to this Section 8.5.1.A which Purchaser is under a legal obligation not to supply or take any action which would constitute a waiver of attorney-client, attorney work product or other privilege.

B. Purchaser, for itself and on behalf of its Affiliates, agrees to: (i) retain all documents required to be maintained by applicable Law for the periods for a period of not less than two (2) years from the Closing Date; (ii) make available documents and records delivered to it by Sellers reasonably necessary in connection with any pursuit, contest or defense related to the Business, including documents that may be considered to be "confidential" or subject to trade secret protection (except that: (a) no documents or records protected by the attorney client privilege in favor of Purchaser must be made available if, after taking reasonable precautions, making these documents or records available would cause the loss of this privilege (in any case, however, Purchaser must notify Sellers of the existence of such privileged documents); and (b) Sellers will agree to keep confidential and not use for any other purpose documents and records that are confidential or are subject to trade secret protection); and (iii) make available, as may be reasonably necessary and upon reasonable advance notice and for reasonable periods during regular business hours so as not to significantly interfere with Purchaser's business, mutually acceptable engineers, technicians or other knowledgeable individuals to assist Sellers and their Affiliates in connection with such claim.

C. As long as each Seller remains in existence, each Seller, as applicable will, and will cause its Affiliates to, provide Purchaser and its representatives access to any books, documents and records (including tax returns, files, papers and related items) retained by Sellers and relating to the legitimate business and tax compliance needs of the Purchaser or any of its Affiliates for any period. Upon Purchaser's request, and at Purchaser's expense, Sellers shall provide Purchaser with copies of Sellers' corporate minute books, stock transfer books, and any other books and records relating to its organization and existence, other than books and records related to the Bankruptcy Case, the Excluded Assets or materials that are subject to the attorney-client, attorney work product or other privilege.

8.5.2 Payment and Collections. Sellers shall take such action as may be reasonably necessary to segregate payments made or collections or proceeds received on behalf of Purchaser or to which the Purchaser is entitled after Closing (including any collections or proceeds received in connection with the matters set forth in clauses (a) through (e) of Section

8.5.5), and Purchaser shall take such action as may be reasonably necessary to segregate payments made or collections or proceeds received on behalf of Sellers after Closing, in order to ensure that the cost of the related liability or the benefits of the related assets accrue to the appropriate Party in accordance with the terms of this Agreement. To the extent that any such collections are received after Closing in any form (including checks or other negotiable instruments payable to the other Party), Sellers or Purchaser, as appropriate, shall promptly take all necessary action to transfer such collections to the appropriate Party (including by endorsement of such checks or instruments). Sellers shall promptly send Purchaser copies of all remittance advices and checks related to payments received by Sellers with respect to such items.

8.5.3 Intellectual Property Transition Rights. Sellers will have a license to continue to use any corporate name and Administrative Assets included in the Acquired Assets and bearing any trademark, service mark, trade name or related corporate name included in the Acquired Assets solely in connection with the Bankruptcy Case and the matters contemplated by this Agreement. Sellers agree to execute a license agreement regarding such permitted use if requested to do so by Purchaser.

8.5.4 Privacy Policy. The Purchaser will maintain those privacy policies of the Sellers in existence as of the Closing Date to the extent required by applicable Law.

8.5.5 Purchaser Release. As of the Closing, Purchaser, on its own behalf and on behalf of its Affiliates, including each Lender (the "**Purchaser Releasors**"), hereby waives, sets aside, discharges, settles, compromises and releases any and all claims, causes of action, rights or remedies of any kind or nature, which any such Purchaser Releasor has, may have or could have asserted against any of the Sellers and their affiliated debtors and with respect to any distribution from the estates of the Sellers and their affiliated debtors after the Closing, other than (a) with respect to any Liens, claims (including any Priority Claims), causes of action, rights or remedies of any kind or nature of the Purchaser Releasors with respect to the capital stock and assets of PBTP and PBTPS, (b) with respect to any sale, transfer, conveyance, lease or other disposition of capital stock and assets of PBTPS and PBTP, in one or more related or unrelated transactions (the "**Payment Sales**"), whether by sale, collection or otherwise, any proceeds from such sale, transfer, conveyance, lease or other disposition to which any Purchaser Releasor may be entitled pursuant to order of the Bankruptcy Court, *less* expenditures made by any Seller to fund the business and operations of PBTPS and PBTP after February 29, 2008, net of any revenues during such period (such net expenditures not to exceed \$350,000 in the aggregate), (c) with respect to any proceeds from the sale of assets to which any Purchaser Releasor may be entitled pursuant to the Non-Core Asset Sale Orders, (d) with respect to claims against and liens on the assets of S&H Marketing, S&H Subsidiary and PBT Singapore and the outstanding capital stock of S&H Marketing, S&H Subsidiary and PBT Singapore and the outstanding membership interests of Loyalty, (e) with respect to any proceeds received from any sale, transfer, conveyance, lease or other disposition by the Sellers pursuant to Section 8.6.2 of this Agreement of the PBT Singapore User Data, (f) the right of Purchaser to receive a prompt distribution from the Sellers' estates of 50% of any and all Distributable Litigation Proceeds and (g) rights created or expressly preserved under this Agreement; provided, however, that Purchaser shall have no control over the prosecution or settlement of any Preference Or Avoidance Claims or Excluded Third-Party Claims, except that Purchaser shall have standing to object to any Priority Claims.

8.5.6 Sellers Release. As of Closing, each of the Sellers and their direct and indirect subsidiaries, on behalf of themselves and their estates (the "***Seller Releasors***"), hereby waive, set aside, discharge, settle, compromise and release any and all claims, causes of action, rights or remedies of any kind or nature, which they have, may have or could have asserted against any of Purchaser, Holdings, the Lenders or any of their respective direct or indirect Affiliates, shareholders, partners or members or the former or present officers, directors, employees, attorneys, financial advisors or other professionals of Purchaser, Holdings, the Lenders or their Affiliates (the "***Releasees***"); provided, however, that the foregoing release shall exclude all rights created or expressly preserved under this Agreement.

To the extent that either of the foregoing releases in Sections 8.5.5 or 8.5.6 are releases as to which Section 1542 of the California Civil Code or similar provisions of other applicable law applies, it is the intention of each of the Purchaser Releasors and the Seller Releasors, respectively, that such release shall be effective as a bar to any and all causes of action of whatsoever character, nature in kind, known or unknown, suspected or unsuspected, herein and above specified to be so barred. In furtherance of this intention, each of the Purchaser Releasors and the Seller Releasors hereby expressly waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code or similar provisions of other applicable law, and acknowledge that Section 1542 of the California Civil Code provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

8.6 Consumer User Data Covenants.

8.6.1 User Data. The Sellers will use their commercially best efforts to destroy all User Data (other than the PBT Singapore User Data) as promptly as practicable following the date hereof.

8.6.2 PBT Singapore User Data. The Sellers shall promptly after the date hereof and prior to the Closing segregate all PBT Singapore User Data from all other User Data held by the Sellers as promptly as practicable and, upon consummation of the transactions contemplated hereby, and to the extent permitted by applicable Laws, transfer the PBT Singapore User Data to the Purchaser. If and to the extent that any applicable Laws restrict the ability of the Sellers to transfer the PBT Singapore User Data to the Purchaser as contemplated by this Agreement, Sellers shall, for a period of six (6) months following the Closing Date, promptly take any commercially reasonable action requested by the Purchaser, to the extent permitted by applicable Laws, to sell, transfer, convey, lease or otherwise dispose of the PBT Singapore User Data for and on behalf of Purchaser; provided that any such actions requested by the Purchaser to be taken by the Sellers shall be at the sole cost and expense of the Purchaser, which shall pay in advance such costs and expenses if requested to do so by the Sellers.

8.7 Communications with Customers and Suppliers. Prior to the Closing, upon reasonable request of the Purchaser, Sellers shall permit Purchaser to contact and communicate

with any of the Business' customers, suppliers and others with whom it has material commercial dealings. The Purchaser and Sellers shall work together in good faith to arrange for an orderly transition of customer, supplier, and other third party relationships, including, at the request of Purchaser, meetings and correspondence with such customers, suppliers, and other third parties to ensure such orderly transition.

9. TERMINATION:

9.1 Termination. Anything contained herein to the contrary notwithstanding, this Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing Date:

9.1.1 By Either Party:

- A. By mutual written consent of Sellers and Purchaser.
- B. Provided the terminating Party is not in default of its obligations under this Agreement, if consummation of the Sale would violate any non-appealable Final Order.
- C. Provided the terminating Party is not in default of its obligations under this Agreement, by either Sellers or Purchaser if the Closing shall not have occurred by April 7, 2008.
- D. Provided that the terminating Party is not in default of its obligations under this Agreement, if the Bankruptcy Court has not entered the Sale Approval Order, on or before March 31, 2008 (the "**Termination Date**") or such Sale Approval Order is subject to a stay or injunction.

9.1.2 By Sellers. By Sellers, if (a) any condition to the obligations of Sellers set forth in Section 6.1 or Section 6.3 shall have become incapable of fulfillment other than as a result of a breach by any Seller of any covenant or agreement contained in this Agreement, and such condition or compliance with such agreement is not waived by Sellers or (b) there shall be a breach by Purchaser of any representation or warranty, or any covenant or agreement contained in this Agreement, that results in a failure of a condition set forth in Section 6.1 or Section 6.3, and which breach cannot be cured within seven Business Days after giving of written notice by Sellers to Purchaser of such breach (provided that Sellers are not then in breach of this Agreement).

9.1.3 By Purchaser. By Purchaser, in its sole discretion, at any time, for any reason or no reason.

9.2 Notice of Termination. In the event of any termination pursuant to this Article 9, written notice thereof setting forth the reasons therefor shall promptly be given to the other Party and the transactions contemplated by this Agreement shall be terminated, without further action by any Party.

9.3 Procedure and Effect of Termination. In the event of termination and abandonment of the transactions contemplated hereby pursuant to Section 9.1, written notice thereof shall forthwith be given to the other Parties to this Agreement, and the transactions contemplated by this Agreement shall terminate (subject to the provisions of this Article 9) and will thereafter become void and have no further force and effect and except for those provisions that expressly survive the termination of this Agreement, all further obligations of the Sellers and Purchaser to each other under this Agreement will terminate without further obligation or liability of Sellers or Purchaser to the other (other than with respect to breaches, if any, of this Agreement prior to such termination), except that in the event of default by Sellers under this Agreement after entry of the Sale Approval Order, each Party shall be entitled to all of its remedies at law and in equity. In connection with any termination of this Agreement, all filings, applications and other submissions made pursuant to the transactions contemplated by this Agreement shall, to the extent practicable, be withdrawn from the agency or Person to which made.

10. OTHER TAX MATTERS:

10.1 Tax Returns for Pre-Closing Period. Sellers will be responsible for the preparation and filing of all Tax Returns for the Business for all periods for which Tax Returns are due prior to the Closing. Purchaser shall make available to Sellers (and to Sellers' accountants and attorneys) any and all books and records and other documents and information in its possession or control reasonably requested by Sellers to prepare these Tax Returns. Sellers will make all payments required with respect to any such Tax Return.

10.2 Tax Returns for Post-Closing Period. Purchaser will be responsible for the preparation and filing of all Tax Returns for the Acquired Assets for all periods for which Tax Returns are due after the Closing. Purchaser shall be responsible for and shall pay when due all Taxes attributable, levied or imposed upon or incurred in connection with the Acquired Assets pertaining to: (a) any period beginning after the Closing Date; and (b) the portion of any Taxes for which Purchaser is liable as determined in accordance with Section 10.3 below.

10.3 Straddle Period. For purposes of this Article 10 and Section 2.3, whenever it is necessary to allocate the liability for Taxes for a Straddle Period, the determination of the Taxes of the Business for the portion of the Straddle Period ending at the end of the Closing Date (the "Pre-Closing Portion") and the portion of the Straddle Period beginning after the Closing Date (the "Post-Closing Portion") will be determined by assuming that the Straddle Period consisted of two taxable years or periods, one of which ended at the close of business on the Closing Date and the other of which began at the beginning of the day after the Closing Date, and items of income, gain, deduction, loss or credit related to the Acquired Assets and the Business for the Straddle Period will be allocated between such two taxable years or periods on a "closing of the books basis" by assuming that the books associated with the Business were closed at the end of the Closing Date; provided, however, that all real property taxes, personal property taxes, ad valorem obligations and similar taxes imposed on a periodic basis, in each case levied with respect to the Acquired Assets for a Straddle Period shall be apportioned between Sellers and Purchaser as of the Closing Date based on the number of days of such taxable period up to and including the Closing Date and the number of days of such taxable period following the Closing Date. Sellers shall be liable for the proportionate amount of such taxes that is attributable to the

period up to and including the Closing Date; Purchaser shall be liable for the proportionate amount of such taxes that is attributable to the period following the Closing Date.

10.4 Cooperation. Sellers and Purchaser will cooperate in connection with: (a) the preparation of filing of any Tax Return, Tax election, Tax consent or certification or any claim for a Tax refund; (b) any determination of liability for Taxes; and (iii) any audit, examination or other proceeding in respect of Taxes related to the Business or the Acquired Assets. Such cooperation includes a reasonable amount of direct access to accounting, engineering and contracting personnel, subject to availability, which shall not be unreasonably restricted, and advance notice to Purchaser.

10.5 Tax Elections. Sellers shall not, and shall not cause the Business to make, revoke or amend any tax election, execute any waiver of restrictions or tax assessments or collections or extensions if there will be any impact on Purchaser as a result of doing so. At the election of the Purchaser, the parties shall treat the transactions contemplated by this Agreement as a reorganization described in Section 368(a)(1)(G) of the Code, and shall not take any contrary position with a taxing authority or on a tax return.

11. MISCELLANEOUS:

11.1 Bulk Sales Laws. Sellers and Purchaser hereby waive compliance by Sellers with the provisions of the bulk sales Law of any state or foreign jurisdiction.

11.2 Notices. All notices, requests, consents or other communications permitted or required under this Agreement shall be in writing and shall be deemed to have been given when personally delivered, or when sent if sent via facsimile (with receipt confirmed), or on the first business day after sent by reputable overnight carrier, or on the third business day after sent by registered or certified first class mail (with receipt confirmed), to Purchaser at the address set forth on the signature page hereto and to Sellers at the address set forth below (or at such other address as the intended recipient shall have specified in a written notice given to the other party hereto):

If to any Seller: **SOLIDUS NETWORKS, INC.**
c/o Solidus Networks, Inc.
101 Second Street, Suite 1100
San Francisco, CA 94105
Attn: General Counsel
Fax No.: (415) 371-5685

With a copy to: **HENNIGAN, BENNETT & DORMAN LLP**
865 South Figueroa Street, Suite 2900
Los Angeles, California 90017
Attn: Joshua M. Mester
Fax No.: (213) 694-1234

With a copy to: **COOLEY GODWARD KRONISH LLP**
101 California Street, Fifth Floor
San Francisco, CA 94111

Attn: Kenneth L. Guernsey
Fax No.: (415) 693-2222

With a copy to: **STUTMAN, TREISTER & GLATT P.C.**
1901 Avenue of the Stars, 12th Floor
Los Angeles, CA 90067
Attn: Gary E. Klausner
Fax No.: (310) 228-5788

If to Purchaser: **YT ACQUISITION CORPORATION**
c/o OZ Management LP
9 West 57th Street, 13th Floor
New York, New York 10019
Attn: Joel Frank, CFO
Fax No.: (212) 790-0460

With a copy to: **OZ MANAGEMENT LP**
9 West 57th Street, 13th Floor
New York, New York 10019
Attn: Joel Frank, CFO
Fax No.: (212) 790-0460

DENARIUS TOUCH, L.L.C.

c/o Farallon Capital Management, LLC
One Maritime Plaza, Suite 2100
San Francisco, CA 94111
Attn: Raj Patel
Fax No.: (415) 421-2133

PLAINFIELD ASSET MANAGEMENT LLC
55 Railroad Avenue, Plaza Level
Greenwich, CT 06830
Attn: Monitoring Group
Attention: Thomas X. Fritsch, General Counsel
Fax No.: (203) 302-1779

HIGHBRIDGE INTERNATIONAL LLC
c/o Highbridge Capital management, LLC
9 West 57th street, 27th floor
New York, NY 10019
Attn: Ari J. Storch
Adam Chill
Fax No.: (212) 751-0755

O'MELVENY & MYERS LLP
Times Square Tower
7 Times Square

New York, NY 10036
Attn: Ilan Nissan
Douglas Freeman
Fax No.: (212) 326-2061

O'MELVENY & MYERS LLP
400 South Hope Street
Los Angeles, CA 90071
Attn: Ben H. Logan
Fax No: 213-430-6407

MUNGER, TOLLES & OLSON LLP
355 South Grand Avenue
35th Floor
Los Angeles, California 90071-1560
Attn: Mark H. Kim
Fax: (213) 683-5144

11.3 Assignment. This Agreement shall be binding and inure to the benefit of the successors and assigns of each of the Parties and their Affiliates, but no rights, obligations, duties or liabilities of either Party may be assigned without the prior written consent of the other, which shall not be unreasonably withheld. Notwithstanding the foregoing, the Purchaser may assign this Agreement and all of its rights and obligations hereunder, to any Affiliate of the Purchaser or any of its Affiliates or successors (the "*Permitted Purchaser Assignee*") without the consent of the Sellers, in which case, the term "Purchaser" hereunder shall mean the Permitted Purchaser Assignee, unless the context requires a different meaning.

11.4 Entire Agreement. This Agreement represents the entire agreement and understanding between the Parties with respect to the transactions contemplated herein. This Agreement supersedes all prior agreements, understandings, arrangements, covenants, representations or warranties, written or oral, by any officer, employee or representative of either Party dealing with the subject matter hereof, except for any agreement, understandings, arrangements, covenants, representations or warranties between any of the Lenders (in their capacity as such) and the Sellers, including the DIP Agreement, the SPA or the Secured Notes.

11.5 Waiver. Any waiver by Sellers or Purchaser of any breach or of a failure to comply with any provision of this Agreement: (i) shall be valid only if set forth in a written instrument signed by the Party to be bound; and (ii) shall not constitute, or be construed as, a continuing waiver of such provision, or a waiver of any other provision of this Agreement. At any time prior to the Closing Date, the Parties may: (a) extend the time for the performance of any of the obligations or other acts of the other Parties hereto; (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto; and (c) waive compliance with any of the agreements or conditions contained herein. Except as otherwise expressly provided herein, any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party.

11.6 Severability. Should any provision, or any portion thereof, of this Agreement for any reason be held illegal, invalid or unenforceable, such decision shall not affect the validity or enforceability of any of the other provisions, or portions thereof, of this Agreement, which other provisions, and portions, shall remain in full force and effect, and the application of such illegal, invalid or unenforceable provision, or portion thereof, to persons or circumstances other than those as to which it is held illegal, invalid or unenforceable shall be valid and be enforced to the fullest extent permitted by Law.

11.7 Amendment. This Agreement may be amended modified or supplemented only in writing duly executed by all the parties hereto.

11.8 Expenses. Except as otherwise provided herein, each Party shall be responsible for its own expenses incurred in connection with the preparation of this Agreement, the performance of its obligations hereunder and the consummation of the transactions contemplated hereby.

11.9 Third Parties. Nothing contained in this Agreement, express or implied, is intended to or shall be construed to confer upon or give to any person, firm, corporation, association, labor union or trust (other than the Parties, their Affiliates and their respective permitted successors and assigns), any claims, rights or remedies under or by reason of this Agreement, except for (x) the rights granted to each of the Lenders and each of their respective debt and equity financing sources pursuant to Section 8.4 and (y) any of the Releasees in Section 8.5.6.

11.10 Headings. The headings contained in this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

11.11 Counterparts. More than one counterpart of this Agreement may be executed by the Parties, and each fully executed counterpart shall be deemed an original.

11.12 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California and, to the extent applicable, the Bankruptcy Code, without giving effect to rules governing the conflict of laws.

11.13 Public Announcements. Sellers and Purchaser will consult with each other before issuing any press releases or otherwise making any public statements with respect to this Agreement or the transactions contemplated hereby, and shall not issue any press release or make any public statement without mutual consent, except as may be required by Law and then only with such prior consultation.

11.14 Sales or Transfer Taxes. All sales taxes, documentary and stamp taxes, transfer taxes, use taxes, gross receipts taxes, excise taxes, value-added gross receipt taxes or similar charges and all charges for filing and recording documents in connection with the transfer of the Acquired Assets (including intellectual property filing and recording fees) shall be paid by Purchaser, unless waived pursuant to an order of the Bankruptcy Court.

11.15 Venue and Retention of Jurisdiction. All actions brought, arising out of or related to the transactions contemplated in this Agreement shall be brought in the Bankruptcy Court, and the Bankruptcy Court shall retain jurisdiction to determine any and all such actions.

11.16 Risk of Loss. Prior to the Closing, all risk of loss, damage or destruction to all or any part of the Acquired Assets, or the Business shall be borne exclusively by Sellers; provided, however, that Purchaser shall be entitled to receive any insurance proceeds payable therefore.

11.17 Dispute Resolution. Sellers and Purchaser will, in the first instance, attempt to settle any and all claims or disputes arising in connection with this Agreement by good faith negotiations by senior management of each party. If the dispute is not resolved by senior management within 30 days after delivery of a written request for such negotiation by either party to the other, either party may make a written demand for formal dispute resolution (the "**Notice**") and specify therein in reasonable detail the nature of the dispute. Within 15 business days after receipt of the Notice, the receiving party shall submit to the other a written response. The Notice and the response shall include: (i) a statement of the respective party's position and a summary of arguments supporting that position; and (ii) the name and title of the executive who will represent that party and of any other person who will accompany the executive to meetings of the parties. Within 15 business days after such written notification, the executives (and others named in the Notice or response) will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored promptly. All negotiations pursuant to this Section 11.17 are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. In any case, the Parties agree not to commence any litigation actions until the expiration of 90 days after the date of the Notice, and all such actions are subject to Section 11.15 above.

11.18 No Right of Setoff. Neither party hereto nor any Affiliate thereof may deduct from, set off, holdback or otherwise reduce in any manner whatsoever any amount owed to it hereunder against any amounts owed hereunder by such Persons to the other party hereto or any of such other party's Affiliates.

11.19 Limitation on Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, INCLUDING ARTICLE 11, IN NO EVENT SHALL PURCHASER OR SELLERS BE LIABLE FOR, OR BEAR ANY OBLIGATION IN RESPECT OF, ANY PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR CHARACTER OR ANY DAMAGES RELATING TO, OR ARISING OUT OF, DIMINUTION IN VALUE, LOST PROFITS OR CHANGES IN RESTRICTIONS ON BUSINESS PRACTICES.

11.20 Sellers' Obligations. The liability of the Sellers hereunder shall be joint and several. Where in this Agreement provision is made for any action to be taken or not taken by any of the Sellers, Sellers jointly and severally undertake to cause such Seller to take or not take such action, as the case may be.

[Remainder of Page Intentionally Left Blank]

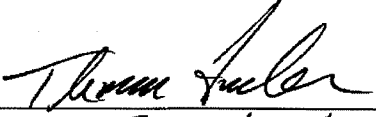
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

SELLERS:

PURCHASER:

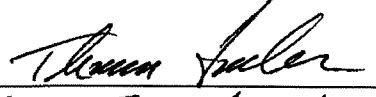
SOLIDUS NETWORKS, INC.

YT Acquisition Corporation

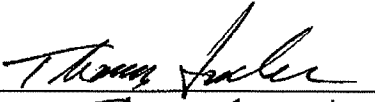
By: 
Print Name: Thomas Lunsden
Title: CRO

By: _____
Print Name: Boaz Sidikaro
Title: Sole Director

PAY BY TOUCH CHECKING RESOURCES, INC.

By: 
Print Name: Thomas Lunsden
Title: CRO

INDIVOS CORPORATION

By: 
Print Name: Thomas Lunsden
Title: CRO

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.


SELLERS:

SOLIDUS NETWORKS, INC.

By: _____
Print Name: _____
Title: _____

PURCHASER:

YT Acquisition Corporation

By: 
Print Name: Boz Sidikaro
Title: Sole Director

PAY BY TOUCH CHECKING RESOURCES, INC.

By: _____
Print Name: _____
Title: _____

INDIVOS CORPORATION

By: _____
Print Name: _____
Title: _____

[Asset Sale and Purchase Agreement]

CHECKELECT, INC.

By: Thomas Lunder
Print Name: Thomas Lunder
Title: CRO

ATMD ACQUISITION CORP.

By: Thomas Lunder
Print Name: Thomas Lunder
Title: CRO

SEVEN ACQUISITION SUB, LLC

By: Thomas Lunder
Print Name: Thomas Lunder
Title: CRO

LIST OF SCHEDULES

SCHEDULE DESIGNATION	SCHEDULE DESCRIPTION
A	Certain Defined Terms
1.1.1	Acquired Assets
1.1.2.A	Bailed Assets
1.1.2.D	Privileged Information and Materials
3.1.1	Potential Transferred Employees
5.1.5.A	Title to Personal Property
5.1.6.A	Intellectual Property
5.1.6.B	Intellectual Property Litigation Claims
5.1.6.C	Rights Granted to Third Parties
5.1.6.D	Free and Clear Owned Intellectual Property
5.1.7	Insurance
7.3.3	General Assignment and Bill of Sale

SCHEDULE A

DEFINITIONS

The following terms, as used in this Agreement, shall have the following meanings whether used in the singular or plural (other terms are defined in Sections or Schedules to which they pertain):

“Accounts Receivable” means all trade accounts receivable and other rights to payment from customers and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of products or services delivered to customers, all other accounts or notes receivable and the full benefit of all security for such accounts or notes and any claim, remedy or other right related to any of the foregoing.

“Acquired Assets” means the assets referred to in Section 1.1.1.

“Administrative Assets” means all books, records and other administrative assets of Sellers used in connection with the Business, including but not limited to advertising and promotional materials, catalogues, price lists, correspondence, mailing lists, customer lists, vendor lists, photographs, production data, sales materials and records, purchasing materials and records, personnel records of employees, billing records, accounting records, other financial records, and sale order files.

“Affiliate” means with respect to any Party any business or other entity directly or indirectly controlling, controlled by or under common control with such specified entity. For purposes of this definition, control means ownership of more than 50% of the shares or other equity interest having power to elect directors or persons performing a similar function.

“Agreement” means this Asset Sale and Purchase Agreement, including its Schedules.

“Allocation” means allocation of the Purchase Price, as described in Section 4.2.

“Bankruptcy Case(s)” shall have the meaning set forth in the Recitals.

“Bankruptcy Code” shall have the meaning set forth in the Recitals.

“Bankruptcy Court” shall have the meaning set forth in the Recitals.

“Bankruptcy Rules” means the United States Federal Rules of Bankruptcy Procedure.

“Bidding Procedures Order” shall have the meaning set forth in the Recitals.

“Business” means the Solidus Business, the S&H Business and the Loyalty Business, taken as a whole.

“Business Day” means any day other than a Saturday, a Sunday or a day on which banks in Los Angeles, California are authorized or obligated by law or executive order to close.

"Business Employees" shall have the meaning set forth in Section 3.1.

"Carve-Out" shall have the meaning set forth in numbered paragraph 14 of the Final Order authorizing DIP financing, filed and entered with the Bankruptcy Court on January 28, 2008.

"Claims" mean losses, liabilities, claims (as defined in Section 101 of the Bankruptcy Code), damages or expenses (including reasonable legal fees and expenses) whatsoever, whether known or unknown, fixed, liquidated, contingent or otherwise.

"Closing" shall have the meaning set forth in Section 7.1.

"Closing Date" means the date of Closing.

"Code" means the Internal Revenue Code of 1986, as amended.

"Cogent Information" shall mean Trade Secrets of Cogent and other confidential and proprietary information of Cogent provided to Solidus pursuant to the terms of (and solely for use under) the Cogent Supply Agreement, including "Confidential Information" as defined in the Cogent Supply Agreement.

"Company Employee Plans" means all compensation or employee benefit plans, programs, policies, agreements or other arrangements, whether or not "employee benefit plans" (within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA), providing cash- or equity-based incentives, health, medical, dental, disability, accident or life insurance benefits or vacation, severance, retirement, pension or savings benefits, that are sponsored, maintained or contributed to (or required to be sponsored, maintained or contributed to) by Sellers, the Company, Loyalty, S&H Marketing or S&H Subsidiary for the benefit of employees, directors or consultants employed by, or providing services to, any such entity, including all employment agreements or arrangements providing compensation, vacation, severance or other benefits to any such employee, director or consultant.

"Continuing Employees" means (a) any Transferred Employee or (c) any past or present officer, director or employee of S&H Marketing, S&H Subsidiary or Loyalty.

"Contracts" mean all written or material oral purchase orders, sales agreements, service contracts, distribution agreements, sales representative agreements, employment or consulting agreements, Real Property Leases, Other Leases, product warranty or service agreements and other commitments, agreements and undertakings of any nature, including quotations and bids outstanding on the Closing Date to which any Seller is a party.

"Copyrights" mean: (i) copyrights existing anywhere (registered, statutory or otherwise) and registrations, renewals, revivals, reissuances, extensions and applications for registration thereof, and all rights therein, provided by statutes, international treaties or conventions; (ii) moral rights (including rights of paternity and integrity), and waivers of such rights by others; (iii) database and data protection rights whether or not based on copyright; (iv) semiconductor chip mask work registrations and applications for registration thereof; (v) copies, files and

tangible embodiments of all of the foregoing, in whatever form or medium; (vi) all rights to file and apply for, prosecute, defend and enforce any of the foregoing; and (vii) all rights to sue or recover and retain damages and costs and attorneys' fees for present and past infringement of any of the foregoing.

"Creditors' Committee" means that certain committee of creditors holding unsecured Claims appointed by the United States Trustee pursuant to 11 U.S.C. §1102(a) on December 29, 2007.

"Currently Conducted" means as currently conducted and as conducted during the six month period preceding the date of this Agreement.

"Denarius" means Denarius Touch, L.L.C.

"DIP Agreement" means that certain Senior Secured Superpriority Debtor in Possession Credit and Guaranty Agreement, as amended from time to time.

"Disclosure Schedules" means, collectively, the Schedules to Sellers' Representations and Warranties contained in Section 5.1.

"Distributable Litigation Proceeds" means the portion, if any, of any and all proceeds collected from Preference Or Avoidance Claims or Excluded Third-Party Claims, net of any allowed costs of prosecution and collection (including fees and costs of counsel, other professionals and experts engaged to prosecute such actions), that exceeds, in the aggregate, the sum of (i) \$4 million, plus (ii) the amount, if any, by which any and all cash received by the Sellers' estates (including the Cash Consideration) from any source other than Preference or Avoidance Claims and Excluded Third Party Claims is less than the amount required to pay in full the sum of (x) administrative claims allowed under Bankruptcy Code Section 507(a)(2) that are unpaid on the Closing ("Administrative Claims") in an amount not to exceed \$2.9 million, and (y) the amount of priority claims allowed under the provisions of Bankruptcy Code Section 507 other than Section 507(a)(2) ("Priority Claims").

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

"Excluded Assets" shall have the meaning set forth in Section 1.1.2.

"Final Order" means an order or judgment: (i) as to which the time to appeal, petition for certiorari or move for review or rehearing has expired and as to which no appeal, petition for certiorari or other proceeding for review or rehearing is pending or (ii) if an appeal, writ of certiorari, re-argument or rehearing has been filed or sought, the order or judgment has been affirmed by the highest court to which such order or judgment was appealed or certiorari has been denied, or re-argument or rehearing shall have been denied or resulted in no modification of such order or judgment, and the time to take any further appeal or to seek certiorari or further re-argument or rehearing has expired; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order or judgment shall not prevent such order or judgment from being considered a Final Order.

“Governmental Entity” means any United States federal, state or local, tribunal, legislative, executive, governmental, quasi-governmental or regulatory authority, self-regulatory authority, agency, department, commission, instrumentality or body having governmental authority with respect to the transactions contemplated hereby, under applicable law.

“Highbridge” means Highbridge International LLC.

“Including” means, whether or not initially capitalized, including without limitation.

“Intellectual Property” means all Patent Rights, Trademark Rights, Copyrights, Software, Technical Documentation, Trade Secrets and Know-How.

“Inventory” means all goods, materials, work-in-process, packaging, stores, stock, supplies, and other inventory owned by any Seller, wherever located.

“Internal Revenue Code” means the Internal Revenue Code of 1986, as amended.

“Know-How” means proprietary technical and business knowledge and information, including specifications, designs, methodologies, processes and production techniques resulting from research and development, technology, manufacturing and production processes, research and development information, drawings, specifications, designs, plans, proposals, technical data, vendor and marketing and business data and customer and vendor lists and information, whether or not confidential.

“Laws” means laws, ordinances, decrees, codes, standards, administrative rulings or regulations of any applicable federal, state, local or foreign governmental authority.

“Leased Real Property” means the real property leased by any of the Sellers, together with, to the extent leased by any of the Sellers, all buildings and other structures or facilities currently or hereafter located thereon, all fixtures, systems, equipment and items of Personal Property of the Sellers attached or appurtenant thereto and all easements, licenses, rights and appurtenances relating to the foregoing.

“Legal Requirement” shall mean any federal, state, local, municipal, foreign or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, Order, edict, decree, proclamation, treaty, convention, rule, regulation, permit, ruling, directive, pronouncement, requirement (licensing or otherwise), specification, determination, decision, opinion or interpretation that is, has been or may in the future be issued, enacted, adopted, passed, approved, promulgated, made, implemented or otherwise put into effect by or under the authority of any Governmental Entity.

“Lenders” means Och-Ziff, Denarius, Plainfield and Highbridge, and/or any or their respective successors and Affiliates.

“Licensed Intellectual Property” means Sellers’ rights with respect to all Intellectual Property licensed or sublicensed to Sellers from any Person.

“Lien” means any lien, encumbrance, charge, claim, pledge, security interest, conditional

sale agreement or other title retention agreement, lease, mortgage, security interest, option or other encumbrance or interest of any nature whatsoever (including the filing of, or agreement to give, any financing statement under the Uniform Commercial Code of any jurisdiction).

“Loyalty Business” means the business operated by Loyalty as of the date of this Agreement.

“Material Adverse Effect” means any change or changes in, development, condition, circumstance or effect on, the Business or the Acquired Assets that has or have a material adverse effect on the business, assets, properties, condition, financial or otherwise, or results of operations of the Business or the Acquired Assets taken as a whole, other than: (a) any act or omission of Sellers taken with the prior written consent of the Purchaser; (b) any action taken by Sellers or Purchaser or any of their respective representatives specifically required by the terms of this Agreement; (c) changes in general business or economic conditions; (d) changes in conditions affecting the industry and markets in which the Business generally operates (except to the extent that such changes in conditions have had a materially disproportionate effect on the Sellers, the Business or the Acquired Assets, as compared to other Persons in the industry and markets in which the Business generally operates, and then only to the extent of the difference in effect); (e) changes resulting from the filing of the Bankruptcy Case or from any action required by the Bankruptcy Court; (f) the engagement by the United States in hostilities pursuant to a declaration of war; (g) financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index); (h) changes in United States generally accepted accounting principles or generally accepted accounting principles of any foreign jurisdiction; or (i) any adverse change in or effect on the Business or the Acquired Assets that is cured in all material respects by Sellers before the Closing Date.

“Non-Core Asset Sale Orders” means Bankruptcy Court: (a) Order (I) Authorizing Sale of Assets Related to the ATM Direct Business Free and Clear of Liens, Claims, and Encumbrances, (II) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith, (III) Exempting Such Sale and Assignment from any Stamp Tax or Similar Tax and (IV) Granting Related Relief, entered February 26, 2008 Docket No. 422 and (b) Order (I) Authorizing Sale of Assets of Pay By Touch Check Cashing, Inc. and Pay By Touch Checking Resources, Inc. Free and Clear of Liens, Claims, and Encumbrances, (II) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith, (III) Exempting Such Sale and Assignment from any Stamp Tax or Similar Tax and (IV) Granting Related Relief, entered February 29, 2008 Docket No. 447.

“Notice” shall have the meaning set forth in Section 11.17.

“Och-Ziff” means OZ Master Fund, Ltd., OZ Financial Investors, Inc. and OZ Financial Investors II, Inc., and any successor thereto and/or their respective Affiliates.

“Ordinary Course of Business” means, with respect to the Business, the ordinary course of business consistent with custom and practice of the Business from and after the Petition Date or to the extent consistent with orders issued in the Bankruptcy Case.

“Other Leases” means all agreements in which any Seller is a lessee thereunder, including equipment leases, leases for Personal Property or Intellectual Property, rental agreements, licenses, contracts and similar arrangements.

“Owned Intellectual Property” means all Intellectual Property in and to which any Seller holds, or has a right to hold, in whole or in part, right, title and interest.

“Owned Real Property” means the real property owned by the Sellers, together with all buildings and other structures currently or thereafter located thereon, and all easements, licenses, rights and appurtenances relating to the foregoing.

“Party” or **“Parties”** means Purchaser and/or Sellers.

“Patent Rights” means: (i) patentable inventions, whether or not reduced to practice, and whether or not yet made the subject of a pending patent application or applications; (ii) designs, ideas and conceptions of patentable subject matter, including without limitation any patent disclosures and inventor certificates, whether or not reduced to practice and whether or not yet made the subject of a pending patent application or applications; (iii) national (including the United States) and multinational statutory invention and design registrations, patents, and patent applications (including all provisionals, substitutions, reissues, divisions, continuations, continuations-in-part, extensions and reexaminations) and all rights therein provided by international treaties or conventions, and all patentable improvements to the inventions disclosed in each such registration, patent or application; (iv) copies, files and tangible embodiments of all of the foregoing, in whatever form or medium; and (v) all rights to sue or recover and retain damages and costs and attorneys’ fees for present and past infringement of any of the foregoing.

“Permits” means all permits, concessions, grants, franchises, licenses and other governmental authorizations and approvals issued to any Seller, S&H Marketing, S&H Subsidiary or Loyalty.

“Permitted Lien” means Liens of Sellers’ pre-Petition Date secured lenders and post-Petition Date secured lenders, all of which will be released on or prior to the Closing of the Sale.

“Person” means any individual, corporation, partnership, limited liability company, association, joint venture, estate, trust, firm, other enterprise or other entity or organization.

“Personal Element” means a natural person’s full name (or last name if associated with an address), telephone number, email address, Unique Identifying Number, photograph, financial account information, biometric identifying information, or any other information, alone or in combination, that allows the identification of a natural person.

“Personal Property” means all tangible personal property owned by any Seller, including, production machinery, equipment, related spare parts, business machines, computer hardware, office furniture and fixtures, in-factory vehicles, trucks and other tangible personal property, whether located at the Premises, at the place of business of a vendor, or customer or elsewhere.

“Petition Date” shall mean December 14, 2007.

"Plainfield" means Plainfield Asset Management LLC.

"Post-Closing Portion" shall have the meaning set forth in Section 10.3.

"Pre-Closing Portion" shall have the meaning set forth in Section 10.3.

"Premises" means the offices leased for the Business at 101 Second Street, Suite 1100, San Francisco, California 94105.

"Proceeding" means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Entity or any arbitrator or arbitration panel.

"Product" shall mean all products manufactured, marketed or sold and all services sold exclusively by the Business.

"Purchase Price" means the payment referred to in Section 4.1.

"Purchased Intellectual Property" means all Owned Intellectual Property and Licensed Intellectual Property listed in Schedule 5.1.6.A.

"Real Property" means all Owned Real Property and Leased Real Property.

"Real Property Leases" means all leases relating to the Leased Real Property.

"Release" shall mean any release, spill, emission, leaking, pumping, pouring, dumping, emptying, injection, deposit, disposal, discharge, dispersal, leaching or migration on or into the Environment or into or out of any property.

"S&H Business" means the business operated by S&H Marketing and S&H Subsidiary as of the date of this Agreement.

"S&H Subsidiary" means The Sperry & Hutchinson Company, Inc.

"Sale" means the sale of the Acquired Assets in accordance with the Sale Approval Order.

"Sale Approval Order" means an order or orders of the Bankruptcy Court approving the Sale issued pursuant to Sections 363 and 365 of the Bankruptcy Code in form and substance reasonably satisfactory to Purchaser, authorizing and approving, among other things, the sale, transfer and assignment of the Acquired Assets to the Purchaser in accordance with the terms and conditions of this Agreement, free and clear of all Liens other than Permitted Liens assumed by Purchaser pursuant to Article 2, if any.

"Sale Motion" means the motion filed with the Bankruptcy Court on February 8, 2008, as amended, seeking entry of the Sale Approval Order.

"Secured Notes" means those certain Senior Secured Notes due 2008 under the SPA.

“Sellers’ Knowledge” means the actual knowledge of Solidus’ Chief Financial Officer, Chief Operating Officer, Chief Restructuring Officer and Chief Technology Officer.

“Singapore User Data” means the User Data used in or relating to the business of PBT Singapore.

“Software” means computer software and programs, including source code, object code, shareware, firmware, middleware, courseware, open source code, operating systems and specifications, system data, record and table layouts, databases, files documentation, storage media, manuals and other materials related thereto.

“Solidus Business” means the processing of biometrically enabled transactions at checkout and the delivery of personalized offers to consumers at store entrances, the settlement of redeemed coupons at checkout and any other business operated out of the Premises, but excluding the businesses of PBTP and PBTPS.

“SPA” means that certain Amended and Restated Securities Purchase Agreement, dated as of December 6, 2005, as amended from time to time.

“Straddle Period” means any taxable period that begins on or prior to the Closing Date and ends after the Closing Date.

“Tax Return” means any return, declaration, report, claim for refund or information return, or statement, or any other similar filings, related to Taxes, including any Schedule or attachment thereto.

“Tax(es)” means any tax or similar governmental charge, impost or levy whatsoever (including, federal, state, local or foreign income, franchise, transfer taxes, use, gross receipts, value added, employment, unemployment insurance, excise, ad valorem, property, withholding, payroll, social contribution, social security, customs duty, workers’ compensation, minimum or windfall profit taxes, transfer fees or other tax of the same or similar nature), together with any related penalties, fines, additions to tax or interest, imposed by the United States or any state, county, local or foreign government or subdivision or agency thereof, and any such amounts imposed by contracts, as a transferee or as a result of being a member of a combined, consolidated, unitary or similar tax group.

“Technical Documentation” means all documented technical information currently in the files of the Sellers used in connection with the Business

“Termination Date” shall have the meaning set forth in Section 9.1.1.D.

“Third Party Bailed Assets” shall have the meaning set forth in Section 1.1.2.A.

“Trade Secrets” means: (i) all forms and types financial, business, scientific, technical, economic, manufacturing or engineering information, including patterns, plans, compilations, specifications, tooling, program devices, formulas, designs, prototypes, testing plans, methods, techniques, processes, procedures, programs, customer and vendor lists, pricing and cost data, whether tangible or intangible, and whether or how stored, compiled or memorialized physically,

electronically, graphically, photographically or in writing, if: (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, the public, and confidential technical and business information (including ideas; formulas, compositions, inventions and conceptions of inventions whether patentable or un-patentable and whether or not reduced to practice); (ii) all copies, files and tangible embodiments of all of the foregoing, in whatever form or medium; (iii) all rights to file and apply for, prosecute, defend and enforce any of the foregoing; and (iv) all rights to sue or recover and retain damages, costs and attorneys' fees for present and past misappropriation of any of the foregoing.

“Trademark Rights” means: (i) trademarks, trade names, service marks, devices, designs, icons, logos, slogans, domain names, IP addresses, and any other indicia of origin, source or sponsorship; (ii) all good will associated with any of the foregoing; (iii) all registrations and applications for registration of any of the foregoing; (iv) copies, files and tangible embodiments of all of the foregoing, in whatever form or medium; and (v) all rights to sue or recover and retain damages and costs and attorneys' fees for present and past infringement of any of the foregoing.

“Transferred Employees” shall have the meaning set forth in Section 3.1.1.

“Unique Identifying Number” means an identifier uniquely associated with a person such as a social security number, driver's license number, passport number or customer number, but excluding an identifier which is randomly or otherwise assigned so that it cannot reasonably be used to identify the person.

“United States” means the 50 states and the District of Columbia of the United States of America.

“User Data” means: (i) all data that contains a Personal Element, (ii) known, or reasonably inferred information or attributes about a user or identifier, and (iii) all derivatives and aggregations of (i) and (ii), including user profiles.

SCHEDULE 1.1.1

Acquired Assets

- the Owned Intellectual Property identified on **SCHEDULE 5.1.6.A**;
- all capital stock of WinWin Corporation held by Solidus (minority stake);
- the tangible Personal Property located at the Premises, other than Third Party Bailed Assets;
- all Personal Property owned by or leased to a Seller in connection with the Business located at any outsource partner's location;
- all prepaid Inventory held by any Affiliate of a Seller primarily for use in the Business, provided that such Affiliate has been paid in full or been assigned the corresponding receivable by such Seller;
- the "Loyalty Suite" software owned by Seven;
- the assets identified on **ANNEX I** hereto; and
- the following assets:

Name	Type
NAC	Hypercom NAC 7800
Paytrans 1	Dell PowerEdge 1750
Paytrans 3	Dell PowerEdge 1650
Paytrans 4	Dell PowerEdge 1550
Paytrans 5	Dell PowerEdge 1550
hdprpaydb01	Dell PowerEdge 6650
Payments3	Dell PowerEdge 6650
hdprpayweb01	Dell PowerEdge 2650
bcheckfserv	Dell PowerEdge 2650
NIP	TNS Box
hypercomview	Dell Dimension 4550
hypercom	Dell Dimension 2400
bcheckdemo	Dell Dimension XPS R450
vericentre	Dell Dimension XPS R400
CheckWeb	Dell PowerEdge 2550
bchecksdb	Dell PowerEdge 2550
hdadmon01	Dell PowerEdge 1800
BioComm	Dell PowerEdge 2300

ANNEX I
Acquired Assets

NY1:1732047.1

PATENT
REEL: 021502 FRAME: 0050

ASSET ID	Asset Class ID	Asset Description	Location ID	Asset Quantity
1000-1	CE-5	PowerEdge 2600 Dell Servers	CALIFORNIA	3
1001-1	OE-3	Dell Laptops X200 Notebooks	CALIFORNIA	2
1002-1	CE-5	PowerEdge 2600 Dell Servers	CALIFORNIA	2
1003-1	SW-2	Oracle Database	CALIFORNIA	1
1003-2	SW-1	Oracle DataBase Server Software Updates	CALIFORNIA	1
1004-1	OE-3	Dell Latitude X200 Notebooks	CALIFORNIA	2
1005-1	OE-3	Dell Latitude X200 Notebooks	CALIFORNIA	2
1006-1	OE-3	Dell Latitude X200 Notebooks	CALIFORNIA	2
1007-1	OE-3	Dell Latitude X200 Notebooks	CALIFORNIA	4
1008-1	OE-3	Dell Latitude X200 Notebooks	CALIFORNIA	2
1009-1	OE-3	Dell Latitude X200 Notebooks	CALIFORNIA	2
1010-1	CE-5	VPN System Multilayer Switch	CALIFORNIA	1
1010-2	CE-5	VPN System Multilayer Switch	CALIFORNIA	1
1010-3	CE-5	VPN System Ethernet Routers	CALIFORNIA	1
1010-4	CE-5	VPN System WAM Card	CALIFORNIA	1
1010-5	CE-5	VPN System Warranty	CALIFORNIA	1
1010-6	CE-5	VPN System Warranty	CALIFORNIA	1
1011-1	CE-5	VPN System and Firewall Bundles	CALIFORNIA	1
1012-1	OE-3	Dell Inspiron 5150	CALIFORNIA	1
1013-1	CE-5	PowerEdge 2600 Dell Server	CALIFORNIA	1
1014-1	CE-5	PowerEdge 2600 Dell Server	CALIFORNIA	1
1015-1	F&F-5	PBT Kiosk	CALIFORNIA	1
1015-2	F&F-5	Plasma TV for Tradeshow Booth	CALIFORNIA	1
1015-3	F&F-5	Tradeshow Booth Modifications	CALIFORNIA	1
1018-1	OE-3	Dell XGA D600 Notebooks (2)	CALIFORNIA	2
1019-1	CE-5	Net Backup Data Enterprise Server V5.0	CALIFORNIA	1
1021-1	SW-1	Ascort Test Strips	CALIFORNIA	1
1022-1	OE-3	Dell Latitude X300 Notebooks	CALIFORNIA	5
1023-1	OE-3	Dell Latitude D600 Notebooks	CALIFORNIA	5
1024-1	OE-3	Dell Inspiron 1100 Notebooks	CALIFORNIA	4
1025-1	OE-3	Dell Latitude X300 Notebooks	CALIFORNIA	4
1026-1	OE-3	Dell Latitude X300 Notebooks	CALIFORNIA	8
1027-1	OE-3	Dell Latitude X300 Notebooks	CALIFORNIA	3
1028-1	OE-3	Dell Latitude X300 Notebooks	CALIFORNIA	3
1029-1	CE-5	Cisco 3600 2 port	CALIFORNIA	6
1030-1	OE-3	Dell Latitude X300 Notebooks 1.2 GHZ	CALIFORNIA	4
1031-1	CE-5	CISCO Catalyst Ethernet Switch	CALIFORNIA	1
1032-1	OE-3	Dell Latitude D600 Notebooks	CALIFORNIA	4
1033-1	OE-3	Dell Latitude X300 Notebooks	CALIFORNIA	6
1034-1	F&F-5	Tackable Panels	CALIFORNIA	13
1035-1	F&F-5	Worksurfaces and Support	CALIFORNIA	31
1036-1	F&F-5	Tackable Panels	CALIFORNIA	24
1037-1	F&F-5	Steel Cabinets / Desk Single Pedestal	CALIFORNIA	34
1038-1	CE-5	Air Conditioner Server	CALIFORNIA	1
1039-1	CE-5	Dell Power Edge 2161 Console Switch	CALIFORNIA	1
1040-1	OE-3	Dell Latitude X300 Notebooks	CALIFORNIA	6
1041-1	OE-3	Dell Latitude X300 Notebooks	CALIFORNIA	7
1042-1	OE-3	Dell Inspiron 1150 Notebooks	CALIFORNIA	5
1043-1	F&F-5	Office Chairs and Drawers	CALIFORNIA	1
1044-1	CE-5	APC Battery Universal Power Supply	CALIFORNIA	1
1045-1	OE-3	Dell OptiPlex GX 280 Small Desktop To PC	CALIFORNIA	4
1046-1	CE-5	Dell PowerEdge 1750 Servers	CALIFORNIA	5
1047-1	SW-1	Cognos Software	CALIFORNIA	1
1048-1	CE-5	APC Battery Back Up Power Supply	CALIFORNIA	1
1049-1	OE-3	Dell Latitude D600 Notebooks	CALIFORNIA	2
1050-1	OE-3	Dell OptiPlex GX 280 Ultra Small Form PC	CALIFORNIA	2
1051-1	F&F-5	Mid Back Leather Genuine Exec. Chairs	CALIFORNIA	11
1053-1	OE-3	Dell Latitude D600 Laptops	CALIFORNIA	10
1054-1	OE-3	Dell Latitude X300 Laptops	CALIFORNIA	15
1055-1	CE-5	Dell PowerEdge 1650 Server Chassis	CALIFORNIA	4
1056-1	CE-5	Cisco Catalyst Switch	CALIFORNIA	2
1057-1	CE-5	Dell 1750 Servers	CALIFORNIA	2
1058-1	SW-3	Great Plains Multi Dimensional Analysis	CALIFORNIA	1
1058-2	SW-3	GP National Account Module Tax	CALIFORNIA	1

1059-1	SW-3	Great Plains National Account Module	CALIFORNIA	1
1059-2	SW-3	GP National Accounts Module Tax	CALIFORNIA	1
1060-1	CE-5	CISCO PIX Security Audit Firewall	CALIFORNIA	1
1061-1	CE-5	Dell PowerEdge Servers 1650	CALIFORNIA	2
1062-1	CE-5	Cisco Catalyst 6000 Flex WAN Module	CALIFORNIA	1
1063-1	OE-3	CISCO IP Phones & Servers	CALIFORNIA	1
1063-2	OE-3	Cisco VOIP Phone Sytem Installation	CALIFORNIA	1
1064-1	CE-5	Ports & Switches for TASQ	CALIFORNIA	2
1065-1	CE-5	CISCO 3750 48 Port Switch	CALIFORNIA	2
1066-1	OE-3	Dell Latitude eX300 Series Module	CALIFORNIA	7
1067-1	OE-3	Dell Latitude X300 Notebook	CALIFORNIA	1
1067-2	OE-3	Dell Latitude X300 Notebook	CALIFORNIA	1
1068-1	CE-5	Dell PowerEdge 2850 Server	CALIFORNIA	1
1069-1	OE-3	Dell Latitude D610 Notebooks	CALIFORNIA	6
1070-1	CE-5	Dell Power Edge 2850 Server	CALIFORNIA	1
1071-1	OE-3	Latitude D610 Notebooks	CALIFORNIA	10
1073-1	CE-5	Dell PowerEdge Severs 1650	CALIFORNIA	6
1074-1	CE-5	Cisco Routers 10/100 Base T	CALIFORNIA	2
1075-1	OE-3	IBM Thinkpad Laptops	CALIFORNIA	10
1076-1	OE-3	Dell Latitude D610 Laptops	CALIFORNIA	10
1077-1	OE-3	Dell Latitude D610 Laptops	CALIFORNIA	10
1078-1	OE-3	Cisco IP Phones	CALIFORNIA	30
1079-1	OE-3	Dell Latitude D610 Laptops	CALIFORNIA	10
1080-1	OE-3	Dell OptiPlex SX280 Desktop Computers	CALIFORNIA	4
1081-1	OE-3	Dell Latitude D610 Laptops	CALIFORNIA	10
1082-1	CE-5	CISCO Ethernet Switches	CALIFORNIA	4
1082-2	CE-5	CISCO Switches WAN Interface Card	CALIFORNIA	1
1082-3	CE-5	CISCO Switches WAN Interface Card	CALIFORNIA	1
1083-1	F&F-5	SF Office 101 Second St Furniture	CALIFORNIA	86
1084-1	F&F-5	SF Office 101 Second St Furniture	CALIFORNIA	2812
1085-1	CE-5	Xeon Nocona Base Server 3.06	CALIFORNIA	1
1086-1	CE-5	CISCO Systems Catalyst WS-X6348	CALIFORNIA	2
1087-1	CE-5	CISCO Systems Catalyst WS-X6348	CALIFORNIA	2
1089-1	OE-3	Dell Latitude D610	CALIFORNIA	20
1090-1	OE-3	Lenovo Thinkpads	CALIFORNIA	6
1091-1	F&F-5	Woodtech Credenza 20"x72"x96"	CALIFORNIA	4
1092-1	SW-3	Great Plains - Inentory Module	CALIFORNIA	1
1092-2	SW-3	Great Plains Business Portal	CALIFORNIA	1
1092-3	SW-3	Great Plains MBS Plan A	CALIFORNIA	1
1093-1	OE-3	HP Color Laserjet 2600n	CALIFORNIA	5
1093-2	OE-3	HP Laserjet 2420dn	CALIFORNIA	6
1093-3	OE-3	HP Color Laserjet 4650dn	CALIFORNIA	2
1094-1	F&F-5	Conference Chairs	CALIFORNIA	38
1094-2	F&F-5	Conference Chairs	CALIFORNIA	38
1095-1	CE-5	Dell Power Edge 2850 Servers	CALIFORNIA	4
1096-1	SW-3	FRx Forecaster Web Based Budgeting Tool	CALIFORNIA	1
1096-10	SW-3	GP eConnect Core & Distribution	CALIFORNIA	1
1096-11	SW-3	MBS Plan A Annual Enhancement	CALIFORNIA	1
1096-12	SW-3	GP Professional/Standard Seat License	CALIFORNIA	6
1096-13	SW-3	Microsoft GP Licenses	CALIFORNIA	10
1096-2	SW-3	FRx Foecaster 50 user pack	CALIFORNIA	50
1096-3	SW-3	MBS FRx Webport Base Package (10 users)	CALIFORNIA	10
1096-4	SW-3	MBS FRx Webport Additional 10 User Block	CALIFORNIA	10
1096-5	SW-3	GP Revenue/Expense Deferral Module	CALIFORNIA	1
1096-7	SW-3	Great Plains Sales/Work Order	CALIFORNIA	1
1096-8	SW-3	Rockton Software - Auditor Base Package	CALIFORNIA	1
1096-9	SW-3	Rockton Software -Auditor Seat License	CALIFORNIA	12
1097-1	CE-5	Dell PE 1650/1750 Server Rapid Rail Kit	CALIFORNIA	5
1098-1	OE-3	Dell Latitude D610 Laptops	CALIFORNIA	20
1100-1	OE-3	Dell UltraSharp 1905FP Flat Panels	CALIFORNIA	25
1101-1	OE-3	Dell UltraSharp 1905FP Flat Panels	CALIFORNIA	6
1102-1	OE-3	CISCO IP Phone 7960	CALIFORNIA	15
1104-1	CE-5	Dell Base Server 3.06 Xeon	CALIFORNIA	1
1105-1	CE-5	Cisco Module & Routers for Tolt Support	CALIFORNIA	1
1106-1	OE-3	IBM Thinkpad Laptop	CALIFORNIA	5
1107-1	OE-3	Dell Latitude D610 Laptops	CALIFORNIA	10
1108-1	OE-3	Dell Latitude D610 Laptops	CALIFORNIA	10

1109-1	CE-5	Dell Seagate SCSI Server Hard Drives	CALIFORNIA	4
1110-1	OE-3	Dell Latitude D810 Laptops	CALIFORNIA	5
1111-1	CE-5	Dell 2850 Server	CALIFORNIA	1
1112-1	SW-3	EmailXtender - Mail Archive Software	CALIFORNIA	1
1113-1	CE-5	San Software/Hardware for EMC Storage	CALIFORNIA	1
1114-1	OE-3	Dell Latitude D610 Laptops	CALIFORNIA	20
1115-1	OE-3	Dell Optiplex GX620 Desktops	CALIFORNIA	15
1116-1	CE-5	Switches & Interfaces for TASQ/KCS	CALIFORNIA	2
1117-1	SW-3	Track It Enterprise Software Licences	CALIFORNIA	5
1118-1	SW-3	Multi-ICE v2.2 Windows Hardware Debugger	CALIFORNIA	1
1119-1	F&F-5	Server Cabinets	CALIFORNIA	6
1120-1	CE-5	Base T Uplinks Ethernet Switch	CALIFORNIA	5
1121-1	LH - 2ND ST	Conference Room Audio Visual Equipment	CALIFORNIA	1
1122-1	LH - 2ND ST	Security System SF	CALIFORNIA	1
1123-1	LH - 2ND ST	Conference Room Audio Visual Equipment	CALIFORNIA	1
1125-1	LH - 2ND ST	101 2nd St Contruccion Management	CALIFORNIA	1
1125-10	LH - 2ND ST	SF Contruccion - 101 Second St	CALIFORNIA	1
1125-11	LH - 2ND ST	SF Contruccion - 101 Second St	CALIFORNIA	1
1125-12	LH - 2ND ST	SF Contruccion - 101 Second St	CALIFORNIA	1
1125-2	LH - 2ND ST	101 2nd St Contruccion Management	CALIFORNIA	1
1125-3	LH - 2ND ST	Richard Pollack Architecture & Design	CALIFORNIA	1
1125-4	LH - 2ND ST	Richard Pollack Architecture & Design	CALIFORNIA	1
1125-5	LH - 2ND ST	Richard Pollack Architecture & Design	CALIFORNIA	1
1125-6	LH - 2ND ST	Richard Pollack Architecture & Design	CALIFORNIA	1
1125-7	LH - 2ND ST	Richard Pollack Architecture & Design	CALIFORNIA	1
1125-8	LH - 2ND ST	Richard Pollack Architecture & Design	CALIFORNIA	1
1125-9	LH - 2ND ST	SF Contruccion - 101 Second St	CALIFORNIA	1
1126-1	SW-3	MATLAB Software	CALIFORNIA	1
1126-2	SW-3	MATLAB Software	CALIFORNIA	1
1127-1	SW-3	Equity Edge Software	CALIFORNIA	1
1128-11	F&F-5	Conference Room Chairs	CALIFORNIA	26
1129-1	SW-3	Mercury Software License	CALIFORNIA	100
1130-1	SW-3	Perforce Software License	CALIFORNIA	50
1130-2	SW-3	Perforce Software License	CALIFORNIA	6
1130-3	SW-3	Perforce SW Licenses	CALIFORNIA	7
1131-1	SW-3	TripWire Licenses	CALIFORNIA	16
1132-1	SW-3	Great Plains Enterprise Server License	CALIFORNIA	1
1133-1	EQUIP - IN LANE	Piggly Wiggly - 125 kits of In Lane		125
1134-1	EQUIP - IN LANE	SuperValu - 464 Kits of In Lane Deployed		464
1135-1	EQUIP - IN LANE	SuperValu - 22 Kits of In Lane Deployed		22
1136-1	EQUIP - KIOSKS	SuperValu - 1 Kit of Kiosks		1
1137-1	EQUIP - IN LANE	SuperValu - 84 Kits of In Lane Deployed		84
1138-1	EQUIP - IN LANE	SuperValu - 65 Kits of In Lane Deployed		65
1139-1	EQUIP - IN LANE	Piggly Wiglgly - 17 Kits on In Lane		17
1140-1	EQUIP - KIOSKS	SuperValu - 8 Kits of Kiosks Deployed		8
1141-1	EQUIP - KIOSKS	SuperValu - 1 Kit of Kiosk Deployed		1
1142-1	EQUIP - IN LANE	SuperValu - 17 Kits of In Lane Deployed		17
1143-1	EQUIP - IN LANE	SuperValu - 3 Kits of In Lane Deployed		3
1144-1	EQUIP - KIOSKS	SuperValu - 1 Kit of Kiosks Deployed		1
1145-1	EQUIP - KIOSKS	SuperValu - 38 Kits of Kiosks Deployed		38
1146-1	EQUIP - IN LANE	SuperValu - 711 Kits of In Lane Deployed		711
1147-1	EQUIP - KIOSKS	Albertson's - 1 Kit of Kiosks Deployed		1
1148-1	EQUIP - IN LANE	Albertson's - 16 Kits In Lane Deployed		16
1151-1	EQUIP - IN LANE	SuperValu - 1,070 Kits In Lane Deployed		1070
1152-1	EQUIP - KIOSKS	SuperValu - 63 Kits of Kiosks Deployed		63
1153-1	EQUIP - KIOSKS	Coborn's - 2 Kits of Kiosks Deployed		2
1154-1	EQUIP - IN LANE	Coborn's - 47 Kits of In Lane Deployed		47
1155-1	EQUIP - IN LANE	Harris Teeter - 10 Kits In Lane Deployed		10
1156-1	EQUIP - IN LANE	SuperValu - 741 Kits of In Lane Deployed		741
1157-1	EQUIP - KIOSKS	SuperValu - 38 Kits of Kiosks Deployed		38
1158-1	EQUIP - KIOSKS	SuperValu - 5 Kits of Kiosks Deployed		5
1159-1	EQUIP - KIOSKS	Albertson's - 1 Kit of Kiosks Deployed		1
1160-1	EQUIP - IN LANE	Albertson's - 23 Kits In Lane Deployed		23
1161-1	EQUIP - KIOSKS	Coborn's - 1 Kit of Kiosks Deployed		1
1162-1	EQUIP - IN LANE	Coborn's - 38 Kits of In Lane Deployed		38
1163-1	SW-3	Vignette Licenses	CALIFORNIA	1
1164-1	CE-3	Dell Remote Console Switch	CALIFORNIA	1

1165-1	CE-3	Dell PE11750 Server	CALIFORNIA	2
1166-1	CE-3	Dell PE8450 Server	CALIFORNIA	1
1167-1	CE-3	Varari Blade Server Chasis	CALIFORNIA	1
1168-1	CE-3	Dell PE2850 Server	CALIFORNIA	2
1169-1	CE-3	Cisco System Catalyst	CALIFORNIA	2
1170-1	OE-3	Cisco IP Phones	CALIFORNIA	15
1171-1	CE-3	Cisco Router 7204VXR	CALIFORNIA	2
1172-1	OE-3	Cisco IP Phone	CALIFORNIA	30
1173-1	OE-3	Cisco IP Phone	CALIFORNIA	20
1174-1	SW-3	Cognos Software License	CALIFORNIA	13
1175-1	SW-3	Microsoft GP License	CALIFORNIA	15
1175-2	SW-3	MicroSoft FRx License	CALIFORNIA	15
1175-3	SW-3	Microsoft MBS Plan A	CALIFORNIA	15
1175-4	SW-3	Rockton Software	CALIFORNIA	15
1176-1	CE-3	Cisco Catalyst	CALIFORNIA	3
1177-1	SW-3	Adobe Creative Suite Lic	CALIFORNIA	5
1178-1	SW-3	Cisco Unity UM	CALIFORNIA	50
1179-1	SW-3	Microsoft Smartlist Builder	CALIFORNIA	1
1179-2	SW-3	Microsoft Act Level Security	CALIFORNIA	1
1179-3	SW-3	Microsoft GP Enhancement	CALIFORNIA	1
1180-1	OE-3	IBM Laptops	CALIFORNIA	5
1181-1	CE-3	Dell PE Server	CALIFORNIA	1
1182-1	CE-USED	Dell PE Server	CALIFORNIA	1
1183-1	CE-USED	Dell PE Server	CALIFORNIA	2
1184-1	OE-3	Dell Laptops	CALIFORNIA	10
1185-1	OE-3	Dell Laptops	CALIFORNIA	5
1186-1	OE-3	IBM Laptops	CALIFORNIA	5
1187-1	OE-3	Dell Laptop	CALIFORNIA	20
1188-1	CE-3	Dell PE Server	CALIFORNIA	1
1189-1	OE-3	Dell Desktops	CALIFORNIA	4
1190-1	CE-3	Cisco Port Voice Blades	CALIFORNIA	2
1191-1	SW-3	PGP Desktop Pro License	CALIFORNIA	20
1192-1	OE-3	Dell Laptops	CALIFORNIA	10
1194-1	LH - 2ND ST	SF 11th FL Elevator Security	CALIFORNIA	1
1195-1	OE-3	Dell Desktops	CALIFORNIA	3
1196-1	OE-3	IBM Laptops	CALIFORNIA	5
1197-1	OE-3	IBM Laptops	CALIFORNIA	5
1198-1	CE-3	Dell HD & HotSwap Trays	CALIFORNIA	6
1199-1	CE-3	Dell Server & Equipment	CALIFORNIA	1
1200-1	CE-3	Dell Server	CALIFORNIA	1
1201-1	OE-3	Dell Laptops	CALIFORNIA	10
1202-1	LH - 2ND ST	SF 11th FL Sensors	CALIFORNIA	7
1203-1	CE-3	Verari Systems Blade Server Equipment	CALIFORNIA	66
1203-2	CE-USED	Verari Systems Blade Server Equipment	CALIFORNIA	1
1204-1	EQUIP - IN LANE	Piggly Wiggly - 125 In Lane -Freight/Tax		125
1205-1	EQUIP - IN LANE	Piggly Wiggly - 464 In Lane -Freight/Tax		464
1206-1	EQUIP - IN LANE	SuperValu - 22 In lane - Freight/Tax		22
1207-1	EQUIP - KIOSKS	SuperValu - 1 Kiosk - Freight/Tax		1
1208-1	EQUIP - IN LANE	Piggly Wiggly - 17 In Lane -Freight/Tax		17
1209-1	EQUIP - IN LANE	SuperValu - 149 In Lane - Freight/Tax		149
1210-1	EQUIP - KIOSKS	SuperValu - 8 Kiosks - Freight/Tax		8
1211-1	EQUIP - IN LANE	SuperValu - 17 In Lane - Freight/Tax		17
1212-1	EQUIP - KIOSKS	SuperValu - 1 Kiosk - Freight/Tax		1
1213-1	EQUIP - IN LANE	SuperValu - 3 In Lane - Freight/Tax		3
1214-1	EQUIP - KIOSKS	SuperValu - 1 Kiosk - Freight/Tax		1
1215-1	EQUIP - IN LANE	SuperValu - 711 In Lane - Freight/Tax		711
1216-1	EQUIP - KIOSKS	SuperValu - 38 Kiosks - Freight/Tax		38
1217-1	EQUIP - IN LANE	SuperValu - 1,070 In Lane - Freight/Tax		1070
1218-1	EQUIP - IN LANE	Albertsons - 16 In Lane - Freight/Tax		16
1219-1	EQUIP - IN LANE	Coborns - 47 In Lane - Freight/Tax		47
1220-1	EQUIP - IN LANE	Harris Teeter - 10 In Lane - Freight/Tax		10
1221-1	EQUIP - KIOSKS	Albertsons - 1 Kiosk - Freight/Tax		1
1222-1	EQUIP - KIOSKS	Coborns - 2 Kiosks - Freight/Tax		2
1223-1	EQUIP - KIOSKS	SuperValu - 64 Kiosks - Freight/Tax		64
1224-1	EQUIP - IN LANE	SuperValu - 741 In Lane - Freight/Tax		741
1225-1	EQUIP - IN LANE	Albertsons - 23 In Lane - Freight/Tax		23
1226-1	EQUIP - IN LANE	Coborns - 38 In Lane - Freight/Tax		38

1227-1	EQUIP - KIOSKS	Albertsons - 1 Kiosk - Freight/Tax		1
1228-1	EQUIP - KIOSKS	Coborns - 1 Kiosk - Freight/Tax		1
1229-1	EQUIP - KIOSKS	SuperValu - 43 Kiosk - Freight/Tax		43
1230-1	SW-3	MagicDraw UML 10.5	CALIFORNIA	6
1231-1	SW-3	OnDeCC Intranet Software	CALIFORNIA	1
1231-2	SW-3	OnDeCC Enhancement	CALIFORNIA	1
1231-3	SW-3	OnDeCC Enhancement	CALIFORNIA	1
1232-1	CE-3	MiniZap TEST Simulator	CALIFORNIA	1
1233-1	SW-3	HP OpenView Select Fed Ent	CALIFORNIA	1
1233-2	SW-3	HP OpenView Select Fed Pre	CALIFORNIA	8
1234-1	SW-3	Track-IT Enterprise	CALIFORNIA	2
1234-2	SW-3	Track-IT Enterprise Edition	CALIFORNIA	1
1235-1	CE-3	Dell Servers	CALIFORNIA	1
1236-1	CE-3	Cisco Routers	CALIFORNIA	2
1237-1	SW-3	Microsoft GP Collection	CALIFORNIA	1
1238-1	OE-3	Cisco IP Phone	CALIFORNIA	30
1239-1	CE-3	UPS System	CALIFORNIA	2
1240-1	SW-3	VersaTest License	CALIFORNIA	3
1241-1	OE-3	Infocus Projectors	CALIFORNIA	2
1242-1	SW-3	Oracle Database Enterprise	CALIFORNIA	16
1243-1	CE-3	Cisco Router Bundle	CALIFORNIA	1
1244-1	CE-3	Cisco Routers & Equipment	CALIFORNIA	10
1245-1	SW-3	Patchlink Update	CALIFORNIA	500
1246-1	CE-3	Ingrian i321 DataSecure Platform	CALIFORNIA	25
1246-2	CE-3	Ingrian i321 DataSecure	CALIFORNIA	2
1246-3	CE-3	Ingrian i321 DataSecure	CALIFORNIA	2
1246-4	CE-3	Ingrian i321 DataSecure	CALIFORNIA	2
1247-1	CE-3	Citrix Netscaler Application	CALIFORNIA	4
1248-1	SW-3	ADP HR Implementation-HRB	CALIFORNIA	1
1248-2	SW-3	ADP HR Implementation-HRB	CALIFORNIA	1
1249-1	OE-3	InFocus Projectors	CALIFORNIA	2
1250-1	CE-3	Cisco Router	CALIFORNIA	2
1251-1	OE-3	Dell Desktops	CALIFORNIA	4
1252-1	OE-3	Dell Desktops	CALIFORNIA	4
1253-1	OE-3	Dell Laptops	CALIFORNIA	5
1254-1	OE-3	Dell LCD Monitors	CALIFORNIA	15
1255-1	OE-3	Dell Laptops	CALIFORNIA	5
1256-1	OE-3	Dell Laptops	CALIFORNIA	5
1257-1	OE-3	Dell MiniTower Workstations	CALIFORNIA	3
1258-1	OE-3	Dell Laptops	CALIFORNIA	5
1259-1	OE-3	Dell Laptops	CALIFORNIA	5
1260-1	CE-3	Dell Server	CALIFORNIA	1
1261-1	OE-3	Dell Desktops	CALIFORNIA	3
1262-1	OE-3	Dell Port Replicators	CALIFORNIA	10
1263-1	OE-3	Dell Monitors	CALIFORNIA	6
1264-1	OE-3	Dell Laptops	CALIFORNIA	15
1265-1	OE-3	Dell Port Replicators	CALIFORNIA	25
1266-1	CE-3	Cisco Router	CALIFORNIA	1
1267-1	SW-3	Red Hat Ent. Linux	CALIFORNIA	28
1268-1	OE-3	IBM Laptops	CALIFORNIA	1
1268-2	OE-3	Dell Laptops	CALIFORNIA	10
1268-3	OE-3	Dell Laptops	CALIFORNIA	5
1269-1	CE-3	Cisco Router	CALIFORNIA	2
1270-1	CE-3	Server	CALIFORNIA	135
1271-1	CE-3	Intrusin Prevention Appl	CALIFORNIA	1
1272-1	CE-3	EMC 2U Media Server	CALIFORNIA	1
1273-1	OE-3	Apple Macbooks	CALIFORNIA	2
1274-1	CE-3	Dell Servers	CALIFORNIA	6
1275-1	OE-3	Dell Laptops	CALIFORNIA	5
1276-1	OE-3	Dell Laptops	CALIFORNIA	5
1277-1	OE-3	Dell Laptops	CALIFORNIA	10
1278-1	OE-3	Dell Laptops	CALIFORNIA	10
1279-1	OE-3	Dell MiniTowers	CALIFORNIA	3
1280-1	CE-3	Dell Servers	CALIFORNIA	1
1281-1	OE-3	Dell Port Replicators	CALIFORNIA	20
1282-1	CE-3	Dell Rackmount PDUs	CALIFORNIA	11
1283-1	CE-3	Dell Server	CALIFORNIA	1

1284-1	CE-3	Dell Hard Drives	CALIFORNIA	8
1285-1	OE-3	Dell Laptops	CALIFORNIA	5
1286-1	CE-3	Dell Server	CALIFORNIA	2
1287-1	CE-3	Dell Server	CALIFORNIA	2
1288-1	OE-3	Dell Laptops	CALIFORNIA	10
1289-1	OE-3	Dell Laptops	CALIFORNIA	10
1290-1	CE-3	Dell Hard Drives	CALIFORNIA	8
1291-1	SW-3	Microsoft GP RMA	CALIFORNIA	1
1292-1	SW-3	Solidworks Office Prof	CALIFORNIA	1
1293-1	CE-3	Cisco Switch	CALIFORNIA	3
1294-1	OE-3	Dell Laptops	CALIFORNIA	5
1295-1	CE-3	Cisco Router	CALIFORNIA	5
1296-1	OE-3	Dell LCD Flat Panels	CALIFORNIA	20
1297-1	CE-3	Dell Storage Arrays	CALIFORNIA	2
1298-1	OE-3	Dell Laptops	CALIFORNIA	10
1299-1	OE-3	IBM Laptops	CALIFORNIA	3
1300-1	SW-3	Perforce Software License	CALIFORNIA	6
1300-2	SW-3	Perforce Software License	CALIFORNIA	7
1300-3	SW-3	Perforce Software License	CALIFORNIA	7
1302-1	CE-3	Cisco Switch	CALIFORNIA	2
1303-1	OE-3	Dell Port Replicators & LCD	CALIFORNIA	20
1304-1	OE-3	Cisco IP Phones	CALIFORNIA	15
1305-1	CE-3	Dell Servers	CALIFORNIA	4
1305-2	CE-3	Dell Servers	CALIFORNIA	2
1306-1	CE-3	Cisco Switch	CALIFORNIA	1
1307-1	CE-3	Citrix NetScaler Applications	CALIFORNIA	2
1307-2	CE-3	Citrix NetScaler Applications	CALIFORNIA	1
1308-1	CE-3	Cisco Routers	CALIFORNIA	12
1309-1	OE-3	Dell Laptops	CALIFORNIA	2
1310-1	OE-3	IBM Laptop	CALIFORNIA	1
1311-1	CE-3	Cisco Router Bundles	CALIFORNIA	4
1312-1	CE-3	Cisco Router Bundles	CALIFORNIA	10
1313-1	OE-3	NEC Projector	CALIFORNIA	1
1314-1	OE-3	Dell Laptops	CALIFORNIA	2
1315-1	OE-3	Dell Laptops	CALIFORNIA	2
1316-1	OE-3	IBM Laptop	CALIFORNIA	1
1317-1	OE-3	IBM Laptop	CALIFORNIA	1
1318-1	SW-3	IBM Tivoli Application	CALIFORNIA	1
1319-1	CE-3	Cisco Router Bundles	CALIFORNIA	2
1320-1	CE-3	Cisco Router Bundles	CALIFORNIA	2
1321-1	OE-3	Apple MacBook	CALIFORNIA	1
1322-1	OE-3	Toshiba Laptop	CALIFORNIA	1
1323-1	CE-3	Cisco Catalyst	CALIFORNIA	1
1324-1	OE-3	IBM Laptop	CALIFORNIA	1
1325-1	OE-3	Dell Laptops	CALIFORNIA	2
1326-1	CE-3	Dell Servers	CALIFORNIA	3
1326-2	CE-3	Dell Servers	CALIFORNIA	2
1327-1	CE-3	Dell Server	CALIFORNIA	1
1328-1	CE-3	Dell Server	CALIFORNIA	1
1329-1	CE-3	Cisco Servers & Switches	CALIFORNIA	12
1330-1	CE-3	IBM POS Hardware	CALIFORNIA	1
1331-1	OE-3	IBM Laptops	CALIFORNIA	2
1332-1	OE-3	Dell Laptops	CALIFORNIA	10
1333-1	CE-3	Servers	CALIFORNIA	5
1334-1	CE-3	Servers	CALIFORNIA	19
1335-1	CE-3	Servers	CALIFORNIA	40
1336-1	CE-3	Servers	CALIFORNIA	4
1338-1	LH - 2ND ST	Biometric Readers 11th & 15th Floor	CALIFORNIA	7
1339-1	LH - 2ND ST	Bosch Cameras (6)	CALIFORNIA	6
1340-1	LH - 2ND ST	Reception & Executive Area Construction	CALIFORNIA	1
1341-1	SW-3	Sharepoint Oracle Linux Tier A	CALIFORNIA	4
1341-2	SW-3	Shareplex Oracle Linux Tier B	CALIFORNIA	2
1341-3	SW-3	Shareplex Oracle Non Prod Linux Tier A	CALIFORNIA	2
1341-4	SW-3	Perfromasure Management Server License	CALIFORNIA	1
1341-5	SW-3	Perfromasure Websphere Agent Per CPU Lic	CALIFORNIA	4
1341-6	SW-3	Jprobe Suite Node Locked for Aix License	CALIFORNIA	10
1341-7	SW-3	Toad for Oracle License	CALIFORNIA	37

1341-8	SW-3	Toad for Oracle Xpert W DBA Module	CALIFORNIA	4
1342-1	SW-3	ARM RealView Multi-ICE 2.2	CALIFORNIA	1
1343-1	CE-3	DSF 400 A3 Barracuda Spam Firewall	CALIFORNIA	1
1343-2	CE-3	BSF 400A-H3 Barracuda Spam Firewall	CALIFORNIA	2
1344-1	OE-3	Dell Latitude D620 Laptop	CALIFORNIA	10
1345-1	OE-3	IBM Lenovo T60P Laptop	CALIFORNIA	1
1346-1	OE-3	IBM Lenovo R60E Laptop	CALIFORNIA	4
1347-1	CE-3	Dell PowerEdge 2850 Server	CALIFORNIA	1
1348-1	OE-3	Dell Latitude D620 Laptop	CALIFORNIA	2
1349-1	OE-3	Dell 1907FP 19" LCD UltraSharp	CALIFORNIA	20
1350-1	OE-3	Dell Latitude D620 Laptop	CALIFORNIA	10
1351-1	OE-3	Dell Latitude D620 Laptop	CALIFORNIA	10
1352-1	SW-3	Cisco Unity Messaging System User Licens	CALIFORNIA	100
1353-1	SW-3	ManageEngine OpManager Prof Edition	CALIFORNIA	1
1353-2	SW-3	Spotlight for Oracle-1 Server-Linux OS	CALIFORNIA	1
1353-3	CE-3	APC RM PDU Switched 0U 208V-20A-21	CALIFORNIA	2
1354-1	OE-3	Dell Latitude D620 Laptop	CALIFORNIA	5
1355-1	OE-3	Dell Optiplex 745 Minitower	CALIFORNIA	5
1356-1	CE-3	Dell PowerEdge 2850 Server	CALIFORNIA	2
1357-1	F&F-5	Office Furniture-Drawer/Bookcase/Chair	CALIFORNIA	23
1358-1	OE-3	Dell Latitude D620 Laptop	CALIFORNIA	20
1359-1	OE-3	Dell Optiplex 745 Minitower	CALIFORNIA	5
1360-1	OE-3	Dell Advanced Port Replicator	CALIFORNIA	20
1361-1	CE-3	Dell PowerEdge 6850 Server	CALIFORNIA	2
1361-2	CE-3	Dell PowerEdge 2850 Server	CALIFORNIA	1
1362-1	SW-3	Perforce Software License	CALIFORNIA	7
1364-1	CE-3	IP Angel 400 Intrusion Detection Applian	CALIFORNIA	3
1365-1	CE-3	Cisco PIX-515-FO-BUN/PA-2T3 Port	CALIFORNIA	2
1366-1	CE-3	Dell PowerEdge 2850 Servers	CALIFORNIA	2
1367-1	CE-3	Cisco 2821-SRST-K9 Router	CALIFORNIA	1
1368-1	OE-3	Apple Macbook Pro 17 in 2.3	CALIFORNIA	1
1369-1	F&F-5	Workstations & Furniture	CALIFORNIA	18
1370-1	F&F-5	Mid-Back Swivel Base Task Chairs	CALIFORNIA	15
1372-1	OE-3	Dell Latitude D420 Laptop	CALIFORNIA	10
1373-1	OE-3	IBM Lenovo X60 Laptop	CALIFORNIA	2
1374-1	OE-3	Dell Latitude D420 Laptops	CALIFORNIA	10
1375-1	OE-3	Dell Latitude D420 Laptops	CALIFORNIA	10
1376-1	OE-3	Cisco VOIP Phones	CALIFORNIA	20
1377-1	OE-3	Dell Latitude D620 Laptops	CALIFORNIA	5
1378-1	OE-3	Dell Optiplex 745 Desktops	CALIFORNIA	3
1379-1	OE-3	IBM Lenovo X60 Laptops	CALIFORNIA	2
1380-1	OE-3	Dell Advanced Port Replicator	CALIFORNIA	20
1381-1	OE-3	Dell 19" LCD Digital Monitors	CALIFORNIA	20
1382-1	OE-3	Dell Latitude D620 Laptops	CALIFORNIA	3
1384-1	SW-3	Ap Test Manager Software	CALIFORNIA	10
1385-1	SW-3	IBM Profile Stage Enterprise Editions	CALIFORNIA	1
1385-2	SW-3	IBM Profile Stage Enterprise Edition	CALIFORNIA	1
1385-3	SW-3	IBM Information Services Director	CALIFORNIA	1
1385-4	SW-3	IBM Websphere Datastage	CALIFORNIA	1
1385-5	SW-3	IBM Websphere Quality Stage	CALIFORNIA	1
1386-1	IUS	Roles and Permissions Management		1
1386-2	IUS	Roles and Permissions Management		1
1387-1	IUS	Store Locator 2.0		1
1387-2	IUS	Store Locator 2.0		1
1388-1	IUS	Loyalty Card Revisions		1
1388-2	IUS	Loyalty Card Revisions		1
1389-1	IUS	DDA Certegy		1
1389-2	IUS	DDA Certegy		1
1389-3	IUS	DDA Certegy		1
1390-1	IUS	Code Restructuring for Operations		1
1390-2	IUS	Code Restructuring for Operations		1
1390-3	IUS	Code Restructuring for Operations		1
1390-4	IUS	Code Restructuring for Operations		1
1391-1	IUS	ACH Fed Table Validation		1
1392-1	IUS	Country Selection Page		1
1392-10	IUS	DavidBrummy Software Inc.		1
1392-11	IUS	DavidBrummy Software Inc.		1

1392-12	IUS	DavidBrummy Software Inc.	1
1392-2	IUS	DavidBrummy Software Inc.	1
1392-3	IUS	DavidBrummy Software Inc.	1
1392-4	IUS	DavidBrummy Software Inc.	1
1392-5	IUS	DavidBrummy Software Inc.	1
1392-6	IUS	DavidBrummy Software Inc.	1
1392-7	IUS	DavidBrummy Software Inc.	1
1392-8	IUS	DavidBrummy Software Inc.	1
1392-9	IUS	DavidBrummy Software Inc.	1
1393-1	IUS	UK Direct Debit Email	1
1393-2	IUS	UK Direct Debit Email	1
1393-3	IUS	UK Direct Debit Email	1
1393-4	IUS	UK Direct Debit Email	1
1394-1	IUS	Paycore Upgrades	1
1395-1	IUS	Merchant Boarding Tool	1
1395-2	IUS	Merchant Boarding Tool	1
1395-3	IUS	Merchant Boarding Tool	1
1395-4	IUS	Merchant Boarding Tool	1
1395-5	IUS	Merchant Boarding Tool	1
1395-6	IUS	Merchant Boarding Tool	1
1395-7	IUS	Merchant Boarding Tool	1
1395-8	IUS	Merchant Boarding Tool	1
1396-1	IUS	ACH 3.0 - Bal ACH / Cut Message and Conf	1
1396-2	IUS	ACH 3.0 - Bal ACH / Cut Message and Conf	1
1396-3	IUS	ACH 3.0 - Bal ACH / Cut Message and Conf	1
1396-4	IUS	ACH 3.0 - Bal ACH / Cut Message and Conf	1
1397-1	IUS	Merchant Hierarchy Boarding UI	1
1397-2	IUS	Merchant Hierarchy Boarding UI	1
1397-3	IUS	Silver Start Development Group	1
1397-4	IUS	Silver Start Development Group	1
1397-5	IUS	Silver Start Development Group	1
1397-6	IUS	E2ESP	1
1397-7	IUS	E2ESP	1
1397-8	IUS	E2ESP	1
1398-1	IUS	Cogent Re-architecture	1
1398-2	IUS	Cogent Re-architecture	1
1398-3	IUS	Cogent Re-architecture	1
1398-4	IUS	Cogent Re-architecture	1
1398-5	IUS	Cogent Re-architecture	1
1399-1	IUS	Paycore 4.0 (New Merchant Core)	1
1399-2	IUS	Paycore 4.0 (New Merchant Core)	1
1399-3	IUS	Paycore 4.0 (New Merchant Core)	1
1400-1	IUS	Core Services APIs Using MDA	1
1400-2	IUS	Core Services APIs Using MDA	1
1400-3	IUS	Core Services APIs Using MDA	1
1401-1	IUS	DDA	1
1401-2	IUS	DDA	1
1401-3	IUS	DDA	1
1401-4	IUS	DDA	1
1401-5	IUS	DDA	1
1402-1	IUS	Billing Interface (Albertsons)	1
1402-2	IUS	Billing Interface (Albertsons)	1
1402-3	IUS	Billing Interface (Albertsons)	1
1402-4	IUS	Billing Interface (Albertsons)	1
1403-1	IUS	Billing Interface (SV & PIG)	1
1403-2	IUS	Billing Interface (SV & PIG)	1
1403-3	IUS	Billing Interface (SV & PIG)	1
1403-4	IUS	Billing Interface (SV & PIG)	1
1403-5	IUS	Billing Interface (SV & PIG)	1
1404-1	IUS	BioPay Integration & Interoperability	1
1404-2	IUS	BioPay Integration & Interoperability	1
1404-3	IUS	BioPay Integration & Interoperability	1
1404-4	IUS	BioPay Integration & Interoperability	1
1405-1	IUS	iPAS (KCS & In Lane)	1
1405-10	IUS	iPAS (KCS & In Lane)	1
1405-2	IUS	iPAS (KCS & In Lane)	1
1405-3	IUS	iPAS (KCS & In Lane)	1

1405-4	IUS	iPAS (KCS & In Lane)	1
1405-5	IUS	iPAS (KCS & In Lane)	1
1405-6	IUS	iPAS (KCS & In Lane)	1
1405-7	IUS	iPAS (KCS & In Lane)	1
1405-8	IUS	iPAS (KCS & In Lane)	1
1405-9	IUS	iPAS (KCS & In Lane)	1
1406-1	IUS	4690 ECR Pass Through - IBM	1
1406-2	IUS	4690 ECR Pass Through - IBM	1
1406-3	IUS	4690 ECR Pass Through - IBM	1
1406-4	IUS	4690 ECR Pass Through - IBM	1
1406-5	IUS	4690 ECR Pass Through - IBM	1
1406-6	IUS	4690 ECR Pass Through - IBM	1
1407-1	IUS	PBT Kiosk 2.0	1
1407-2	IUS	PBT Kiosk 2.0	1
1407-3	IUS	PBT Kiosk 2.0	1
1408-1	IUS	Client Appliance	1
1408-10	IUS	Client Appliance	1
1408-11	IUS	Client Appliance	1
1408-12	IUS	Client Appliance	1
1408-13	IUS	Client Appliance	1
1408-14	IUS	Client Appliance	1
1408-15	IUS	Client Appliance	1
1408-2	IUS	Client Appliance	1
1408-3	IUS	Client Appliance	1
1408-4	IUS	Client Appliance	1
1408-5	IUS	Client Appliance	1
1408-6	IUS	Client Appliance	1
1408-7	IUS	Client Appliance	1
1408-8	IUS	Client Appliance	1
1408-9	IUS	Client Appliance	1
1409-1	IUS	Multi-Tiered Software Distribution Capab	1
1409-2	IUS	Multi-Tiered Software Distribution Capab	1
1409-3	IUS	Multi-Tiered Software Distribution Capab	1
1409-4	IUS	Multi-Tiered Software Distribution Capab	1
1409-5	IUS	Multi-Tiered Software Distribution Capab	1
1409-6	IUS	Multi-Tiered Software Distribution Capab	1
1409-7	IUS	Multi-Tiered Software Distribution Capab	1
1409-8	IUS	Multi-Tiered Software Distribution Capab	1
1409-9	IUS	Multi-Tiered Software Distribution Capab	1
1410-1	IUS	ABS Co-Branding	1
1410-2	IUS	ABS Co-Branding	1
1411-1	IUS	Sagem Sensor Integration	1
1411-2	IUS	Sagem Sensor Integration	1
1411-3	IUS	Sagem Sensor Integration	1
1411-4	IUS	Sagem Sensor Integration	1
1411-5	IUS	Sagem Sensor Integration	1
1411-6	IUS	Sagem Sensor Integration	1
1412-1	IUS	Common Java Crypto Library	1
1412-2	IUS	Common Java Crypto Library	1
1413-1	IUS	E2ESP Offshore Development	1
1413-2	IUS	E2ESP Offshore Development	1
1413-3	IUS	E2ESP Offshore Development Team	1
1413-4	IUS	E2ESP Offshore Development Team	1
1413-5	IUS	E2ESP Offshore Development Team	1
1413-6	IUS	E2ESP 9/14/06	1
1414-1	IUS	Roy Thomas Consulting	1
1414-10	IUS	Cluster Inc SmartShop Software	1
1414-11	IUS	Cluster Inc 9/30/06	1
1414-12	IUS	Hobbes Enterprise	1
1414-13	IUS	Hobbes Enterprise	1
1414-14	IUS	Hobbes Enterprise	1
1414-15	IUS	Hobbes Enterprise	1
1414-16	IUS	Hobbes Enterprise	1
1414-17	IUS	Hobbes Enterprise	1
1414-18	IUS	Hobbes Enterprise	1
1414-19	IUS	Hobbes Enterprise	1
1414-2	IUS	Roy Thomas Consulting	1

1414-20	IUS	Hobbes Enterprise		1
1414-3	IUS	Cluster Inc Smartshop System Development		1
1414-4	IUS	Roy Thomas Consulting		1
1414-5	IUS	Roy Thomas Consulting		1
1414-6	IUS	Cluster SmartShop System Development		1
1414-7	IUS	Cluster Inc Smartshop System Development		1
1414-8	IUS	Roy Thomas Consulting		1
1414-9	IUS	Roy Thomas Consulting		1
1415-1	IUS	Anirudh Joshi Consulting		1
1416-1	CE-3	Inspection Microscope - Sensor Failure	CALIFORNIA	1
1417-1	EQUIP - SERVERS	Cisco Routers		5
1422-1	SW-3	Caliber Analyst	CALIFORNIA	5
1423-1	CE-3	Cisco ASA	CALIFORNIA	1
1423-2	CE-3	ASA 5510 Sec Plus License	CALIFORNIA	1
1424-1	CE-3	Cisco Catalyst	CALIFORNIA	2
1424-2	CE-3	Cisco ASA	CALIFORNIA	1
1424-3	CE-3	Cisco Catalyst	CALIFORNIA	2
1424-4	CE-3	CAT6500 AC Power Supply	CALIFORNIA	4
1424-5	CE-3	Smartnet WLAN Controller	CALIFORNIA	1
1424-6	CE-3	3COM 1000 Base-T SFP	CALIFORNIA	2
1424-7	CE-3	ASA 5520 Appliance	CALIFORNIA	1
1426-1	CE-3	Dell Laptops	CALIFORNIA	5
1427-1	CE-3	Cisco Router	CALIFORNIA	2
1428-1	CE-3	Cisco Routers	CALIFORNIA	7
1429-1	SW-3	Cisco Secure ACS	CALIFORNIA	4
1430-1	CE-3	Cisco WLAN	CALIFORNIA	1
1430-2	CE-3	Cisco LWAPP	CALIFORNIA	6
1431-1	CE-3	Dell Desktops	CALIFORNIA	2
1432-1	OE-3	Cisco IP Phones	CALIFORNIA	20
1433-1	CE-3	Dell Server	CALIFORNIA	1
1434-1	IUS	CAE		1
1434-10	IUS	Xoriant Corporation		1
1434-11	IUS	Xoriant Corporation		1
1434-12	IUS	Xoriant Corporation		1
1434-13	IUS	Xoriant Corporation		1
1434-14	IUS	CAE		1
1434-15	IUS	Xoriant Corporation		1
1434-16	IUS	Xoriant Corporation		1
1434-17	IUS	Xoriant Corporation		1
1434-18	IUS	Xoriant Corporation		1
1434-19	IUS	Xoriant Corporation		1
1434-2	IUS	CAE		1
1434-20	IUS	CAE		1
1434-21	IUS	CAE		1
1434-22	IUS	CAE		1
1434-23	IUS	CAE		1
1434-24	IUS	CAE		1
1434-25	IUS	CAE		1
1434-3	IUS	CAE		1
1434-4	IUS	CAE		1
1434-5	IUS	Xoriant Corporation		1
1434-6	IUS	Xoriant Corporation		1
1434-7	IUS	Xoriant Corporation		1
1434-8	IUS	CAE		1
1434-9	IUS	Xoriant Corporation		1
1435-1	IUS	BioPay In Store Web Enrollment (ISWE)		1
1435-2	IUS	BioPay In Store Web Enrollment (ISWE)		1
1435-3	IUS	BioPay In Store Web Enrollment (ISWE)		1
1436-1	IUS	Xoriant Corporation 9/26/06		1
1436-10	IUS	Xoriant Corporation		1
1436-11	IUS	Xoriant Corporation		1
1436-12	IUS	Xoriant Corporation		1
1436-13	IUS	Xoriant Corporation		1
1436-14	IUS	Xoriant Corporation		1
1436-15	IUS	Xoriant Corporation		1
1436-2	IUS	Xoriant Corporation 9/26/06		1
1436-3	IUS	Xoriant Corporation 9/26/06		1

1436-4	IUS	Xoriant Corporation 9/30/06	1
1436-5	IUS	Xoriant Corporation 9/30/06	1
1436-6	IUS	Xoriant Corporation	1
1436-7	IUS	Xoriant Corporation	1
1436-8	IUS	Xoriant Corporation	1
1436-9	IUS	Xoriant Corporation	1
1437-1	IUS	Store Locator 1.0	1
1437-2	IUS	Store Locator 1.0	1
1437-3	IUS	Store Locator 1.0	1
1437-4	IUS	Vignette 9/30/06 (PDS-67,PDS-91, PDS-92)	1
1437-5	IUS	Vignette 9/30/06 (PDS-67,PDS-91, PDS-92)	1
1437-6	IUS	Vignette 9/30/06 (PDS-67,PDS-91, PDS-92)	1
1437-7	IUS	Vignette 9/30/06 (PDS-67,PDS-91, PDS-92)	1
1438-1	IUS	Web 1.75 (WES 3.0)	1
1438-2	IUS	Web 1.75 (WES 3.0)	1
1439-1	IUS	Shell / Petroleum POC	1
1439-10	IUS	Tim Beattie Associates	1
1439-11	IUS	Tim Beattie Associates	1
1439-12	IUS	Shell / Petroleum POC	1
1439-13	IUS	Tim Beattie Associates	1
1439-14	IUS	Tim Beattie Associates	1
1439-15	IUS	Tim Beattie Associates	1
1439-16	IUS	Giilbarco Biometric CRIND SW Modification	1
1439-17	IUS	Shell / Petroleum POC	1
1439-18	IUS	Shell / Petroleum POC	1
1439-19	IUS	Shell / Petroleum POC	1
1439-2	IUS	Shell / Petroleum POC	1
1439-20	IUS	Shell / Petroleum POC	1
1439-21	IUS	Shell / Petroleum POC	1
1439-22	IUS	Shell / Petroleum POC	1
1439-23	IUS	Shell / Petroleum POC	1
1439-24	IUS	Shell / Petroleum POC	1
1439-25	IUS	Shell / Petroleum POC	1
1439-3	IUS	Tim Beattie Associates 8/31/06	1
1439-4	IUS	Shell / Petroleum POC	1
1439-5	IUS	Shell / Petroleum POC	1
1439-6	IUS	Tim Beattie Associates	1
1439-7	IUS	Tim Beattie Associates	1
1439-8	IUS	Shell / Petroleum POC	1
1439-9	IUS	Tim Beattie Associates	1
1440-1	IUS	Limits Logic Enhancements	1
1440-2	IUS	Limits Logic Enhancements	1
1440-3	IUS	Limits Logic Enhancements	1
1441-1	IUS	PBT Java 3.0 New MIF Integration - MDA &	1
1441-2	IUS	PBT Java 3.0 New MIF Integration - MDA &	1
1442-1	IUS	ePOD Kiosk 1.6	1
1442-2	IUS	ePOD Kiosk 1.6	1
1442-3	IUS	ePOD Kiosk 1.6	1
1443-1	IUS	PBT Client Libraries for PBT East	1
1443-2	IUS	PBT Client Libraries for PBT East	1
1443-3	IUS	PBT Client Libraries for PBT East	1
1444-1	IUS	Citibank SG (WES 3.1)	1
1444-2	IUS	Citibank SG (WES 3.1)	1
1444-3	IUS	Citibank SG (WES 3.1)	1
1445-1	IUS	Web 3.1 (WES 3.1)	1
1445-2	IUS	Web 3.1 (WES 3.1)	1
1445-3	IUS	Web 3.1 (WES 3.1)	1
1446-1	IUS	JCE-based Crypto Library Integration (WE	1
1446-2	IUS	JCE-based Crypto Library Integration (WE	1
1446-3	IUS	JCE-based Crypto Library Integration (WE	1
1447-1	IUS	ACH-BATCH new functionality for ACH OPS	1
1448-1	IUS	Autobill - New Merchant - Merchant 129 -	1
1448-2	IUS	Autobill - New Merchant - Merchant 129 -	1
1449-1	IUS	Rollout of Corporate Intranet by Marketi	1
1449-2	IUS	Rollout of Corporate Intranet by Marketi	1
1449-3	IUS	Rollout of Corporate Intranet by Marketi	1
1450-1	IUS	Vignette POC	1

1450-2	IUS	Vignette POC		1
1450-3	IUS	Vignette POC		1
1451-1	IUS	WES 3.2		1
1451-2	IUS	WES 3.2		1
1452-1	IUS	ACH-BATCH Release: Call to WSS is remove		1
1452-2	IUS	ACH-BATCH Release: Call to WSS is remove		1
1453-1	IUS	Autobill - New Merchant - Merchant 130 S		1
1453-2	IUS	Autobill - New Merchant - Merchant 130 S		1
1453-3	IUS	Autobill - New Merchant - Merchant 130 S		1
1454-1	IUS	Autobill - New Merchant - Merchant 131 -		1
1454-2	IUS	Autobill - New Merchant - Merchant 131 -		1
1454-3	IUS	Autobill - New Merchant - Merchant 131 -		1
1455-1	IUS	Autobill - New Merchant - Merchant 132 -		1
1455-2	IUS	Autobill - New Merchant - Merchant 132 -		1
1455-3	IUS	Autobill - New Merchant - Merchant 132 -		1
1456-1	IUS	Autobill - New Merchant - Merchant 139 -		1
1456-2	IUS	Autobill - New Merchant - Merchant 139 -		1
1456-3	IUS	Autobill - New Merchant - Merchant 139 -		1
1457-1	IUS	BioPay Integration & Interoperability Pr		1
1457-2	IUS	BioPay Integration & Interoperability Pr		1
1457-3	IUS	BioPay Integration & Interoperability Pr		1
1457-4	IUS	BioPay Integration & Interoperability Pr		1
1457-5	IUS	Cogent Extraction Server NRE	CALIFORNIA	1
1457-6	IUS	BioPay Integration & Interoperability Pr		1
1457-7	IUS	BioPay Integration & Interoperability Pr		1
1457-8	IUS	BioPay Integration & Interoperability Pr		1
1458-1	IUS	Hobbes 1.0		1
1458-2	IUS	Hobbes 1.0		1
1458-3	IUS	Hobbes 1.0		1
1458-4	IUS	Hobbes 1.0		1
1458-5	IUS	Hobbes 1.0		1
1459-1	IUS	PBT Java Server 3.0.1		1
1459-2	IUS	PBT Java Server 3.0.1		1
1459-3	IUS	PBT Java Server 3.0.1		1
1460-1	IUS	Order Fulfillment Interface - Amigo		1
1460-10	IUS	Amigo		1
1460-11	IUS	Amigo		1
1460-2	IUS	Order Fulfillment Interface - Amigo		1
1460-3	IUS	Order Fulfillment Interface - Amigo		1
1460-4	IUS	Order Fulfillment Interface - Amigo		1
1460-5	IUS	Order Fulfillment Interface - Amigo		1
1460-6	IUS	Order Fulfillment Interface - Amigo		1
1460-7	IUS	Amigo		1
1460-8	IUS	Amigo		1
1460-9	IUS	Amigo		1
1461-1	IUS	Autobill - Release 2.1.1		1
1461-2	IUS	Autobill - Release 2.1.1		1
1461-3	IUS	Autobill - Release 2.1.1		1
1461-4	IUS	Autobill - Release 2.1.1		1
1461-5	IUS	Autobill - Release 2.1.1		1
1466-1	CE-3	IBM Laptops	CALIFORNIA	3
1467-1	CE-3	Dell Laptops	CALIFORNIA	5
1468-1	CE-3	IBM Laptops	CALIFORNIA	1
1469-1	CE-3	IBM Laptop	CALIFORNIA	1
1470-1	CE-3	Cisco Sup Engines	CALIFORNIA	6
1470-2	CE-3	Cisco Flex Wan	CALIFORNIA	2
1470-3	CE-3	Cisco Catalyst	CALIFORNIA	2
1470-4	CE-3	Cisco T3 Adapter	CALIFORNIA	2
1470-5	CE-3	Cisco Blades	CALIFORNIA	6
1471-1	CE-3	NCR SuperValu System	CALIFORNIA	1
1473-1	CE-3	Rackable 1U C1000 Chassis	CALIFORNIA	35
1474-1	CE-3	Dell Laptops	CALIFORNIA	10
1475-1	CE-3	Dell PE1950 Server	CALIFORNIA	1
1476-1	SW-3	Jive Forum Silver	CALIFORNIA	1
1477-1	IUS	Corp Web Site		1
1477-2	IUS	Corp Web Site		1
1477-3	IUS	Corp Web Site		1

1478-1	IUS	Web Enrollment Redesign (WES 3.2)	1
1478-2	IUS	Web Enrollment Redesign (WES 3.2)	1
1478-3	IUS	Web Enrollment Redesign (WES 3.2)	1
1479-1	IUS	HSM Configuration (WES 3.2.1, CSR Admin	1
1479-2	IUS	HSM Configuration (WES 3.2.1, CSR Admin	1
1479-3	IUS	HSM Configuration (WES 3.2.1, CSR Admin	1
1480-1	IUS	Whole Foods NBS (CSR Admin 3.3)	1
1480-2	IUS	Whole Foods NBS (CSR Admin 3.3)	1
1480-3	IUS	Whole Foods NBS (CSR Admin 3.3)	1
1481-1	IUS	Web Wallet Admin (WWA) 1.0	1
1481-2	IUS	Web Wallet Admin (WWA) 1.0	1
1481-3	IUS	Web Wallet Admin (WWA) 1.0	1
1482-1	IUS	iBoard	1
1482-2	IUS	iBoard	1
1482-3	IUS	iBoard	1
1482-4	IUS	iboard 2.0	1
1482-5	IUS	iboard 2.0	1
1482-6	IUS	iboard 2.0	1
1482-7	IUS	iboard 2.0	1
1482-8	IUS	iboard 2.0	1
1483-1	IUS	Store Locator	1
1483-2	IUS	Store Locator	1
1483-3	IUS	Store Locator	1
1484-1	IUS	Roles and Permissions Management for Kio	1
1484-10	IUS	Roles and Permissions for Kiosk Operator	1
1484-11	IUS	Roles and Permissions for Kiosk Operator	1
1484-12	IUS	Roles and Permissions for Kiosk Operator	1
1484-13	IUS	Roles and Permissions for Kiosk Operator	1
1484-2	IUS	Roles and Permissions Management for Kio	1
1484-3	IUS	Roles and Permissions Management for Kio	1
1484-4	IUS	Roles and Permissions for Kiosk Operator	1
1484-5	IUS	Roles and Permissions for Kiosk Operator	1
1484-6	IUS	Roles and Permissions for Kiosk Operator	1
1484-7	IUS	Roles and Permissions for Kiosk Operator	1
1484-8	IUS	Roles and Permissions for Kiosk Operator	1
1484-9	IUS	Roles and Permissions for Kiosk Operator	1
1485-1	IUS	Merchant Boarding UI (iBoard)	1
1485-2	IUS	Merchant Boarding UI (iBoard)	1
1486-1	IUS	Continuous Web Testing Framework and Env	1
1486-2	IUS	E2ESP	1
1486-3	IUS	Continuous Web Testing Framework and Env	1
1486-4	IUS	Continuous Web Testing Framework and Env	1
1486-5	IUS	E2ESP	1
1486-6	IUS	E2ESP	1
1487-1	IUS	Enterprise Build and Release System	1
1487-2	IUS	Enterprise Build and Release System	1
1487-3	IUS	Enterprise Build and Release System	1
1488-1	IUS	Enterprise Automated Deployment System	1
1488-2	IUS	Kornher Associates, Inc.	1
1488-3	IUS	Kornher Associates, Inc.	1
1488-4	IUS	Enterprise Automated Deployment System	1
1488-5	IUS	Kornher Associates, Inc.	1
1488-6	IUS	Enterprise Automated Deployment System	1
1488-7	IUS	Kornher Associates, Inc.	1
1488-8	IUS	Kornher Associates, Inc.	1
1489-1	IUS	Healthcare - Enrollment Offering	1
1489-2	IUS	Healthcare - Enrollment Offering	1
1489-3	IUS	Healthcare - Enrollment Offering	1
1490-1	IUS	Cross Channel (Non Web portion)	1
1490-2	IUS	Cross Channel (Non Web portion)	1
1491-1	IUS	PBT Kiosk 2.0	1
1491-2	IUS	PBT Kiosk 2.0	1
1491-3	IUS	PBT Kiosk 2.0	1
1491-4	IUS	PBT Kiosk 2.0	1
1491-5	IUS	PBT Kiosk 2.0	1
1491-6	IUS	PBT Kiosk 2.0	1
1491-7	IUS	PBT Kiosk 2.0	1

1491-8	IUS	PBT Kiosk 2.0		1
1491-9	IUS	PBT Kiosk 2.0		1
1492-1	IUS	Mayo Clinic		1
1492-10	IUS	Mayo Clinic		1
1492-2	IUS	Mayo Clinic		1
1492-3	IUS	Mayo Clinic		1
1492-4	IUS	Objective Tech Consulting SC5000 App	CALIFORNIA	1
1492-5	IUS	Mayo Clinic		1
1492-6	IUS	Mayo Clinic		1
1492-7	IUS	Mayo Clinic		1
1492-8	IUS	Mayo Clinic		1
1492-9	IUS	Mayo Clinic		1
1493-1	IUS	SDMines Health Care Initiative		1
1493-2	IUS	SDMines Health Care Initiative		1
1493-3	IUS	SDMines Health Care Initiative		1
1494-1	IUS	Autobill - New Industry - Oil & Gas - RD		1
1494-2	IUS	Autobill - New Industry - Oil & Gas - RD		1
1494-3	IUS	Autobill - New Industry - Oil & Gas - RD		1
1495-1	IUS	Sagem Verifinger Conversion Library -Pha		1
1495-2	IUS	Sagem Verifinger Conversion Library -Pha		1
1495-3	IUS	Sagem Verifinger Conversion Library -Pha		1
1496-1	IUS	PJS 3.2 Release		1
1496-2	IUS	PJS 3.2 Release		1
1497-1	IUS	Blackstone Technology Group, Inc.		1
1498-1	IUS	Blackstone Technology Group, Inc.		1
1499-1	IUS	Xoriant Corporation		1
1499-2	IUS	Xoriant Corporation		1
1499-3	IUS	Xoriant Corporation		1
1499-4	IUS	Xoriant Corporation		1
1499-5	IUS	Xoriant Corporation		1
1499-6	IUS	Xoriant Corporation		1
1499-7	IUS	Xoriant Corporation		1
1500-1	IUS	Blackstone Technology Group, Inc.		1
1501-2	IUS	Blackstone Technology Group, Inc.		1
1503-3	IUS	Blackstone Technology Group, Inc.		1
1505-1	CE-3	20 Flat Panel Monitors	CALIFORNIA	20
1506-1	CE-3	5 Dell 620 Laptops	CALIFORNIA	5
1507-1	CE-3	10 D420 Laptops	CALIFORNIA	10
1508-1	CE-3	10 D620 Laptops	CALIFORNIA	10
1509-1	CE-3	3 Optiplex Minitower	CALIFORNIA	3
1510-1	CE-3	2 Optiplex Sm Form Factor	CALIFORNIA	2
1511-1	CE-3	HP Laser Jet Printer	CALIFORNIA	8
1512-1	CE-3	1 Apples 23 Inc LCD	CALIFORNIA	1
1513-1	SW-3	Network Monitoring Software	CALIFORNIA	100
1514-1	CE-3	TrueMe Wellington Bank Server	LUNDY	1
1518-1	LH - 2ND ST	101 2nd Street Construction	CALIFORNIA	1
1518-2	LH - 2ND ST	101 2nd Street Construction	CALIFORNIA	1
1518-3	LH - 2ND ST	101 2nd Street Construction	CALIFORNIA	1
1518-4	LH - 2ND ST	101 2nd Street Construction	CALIFORNIA	1
1519-1	CE-3	10 D420 Laptops	CALIFORNIA	10
1520-1	EQUIP - SERVERS	Petroleum Vertical Servers		5
1520-2	EQUIP - SERVERS	Petroleum Vertical Servers		5
1521-1	CE-3	560 Mission St Firewall	CALIFORNIA	1
1522-1	IUS	Cogent iPas NRE	CALIFORNIA	1
1522-2	IUS	iPAS		1
1522-3	IUS	iPAS		1
1522-4	IUS	iPAS		1
1522-5	IUS	iPAS		1
1522-6	IUS	iPAS		1
1522-7	IUS	iPAS		1
1523-1	IUS	NCR ePod Application Development		1
1523-2	IUS	NCR Development Upgrade		1
1524-1	CE-3	RSA Tokens-Support Employees	CALIFORNIA	100
1525-1	CE-3	10 Dell D620 Laptops	CALIFORNIA	10
1526-1	CE-3	10 Dell D420 Laptops	CALIFORNIA	10
1527-1	SW-3	Shareplex for Oracle Linux Tier B	CALIFORNIA	1
1528-1	OE-3	30 Cisco IP Phones	CALIFORNIA	30

1529-1	OE-3	4 Cisco Conference Phones	CALIFORNIA	4
1530-1	CE-3	Dell Poweredge Server	CALIFORNIA	1
1531-1	CE-3	1 Dell Poweredge Server	CALIFORNIA	1
1532-1	CE-3	Cisco 3560 Catalysts	CALIFORNIA	3
1532-2	CE-3	Cisco Transceivers	CALIFORNIA	20
1533-1	SW-3	Softrax Enterprise Edition Licenses	CALIFORNIA	1
1533-2	SW-3	SOFTRAX ENTERPRISE EDITION LIC-ADDITION	CALIFORNIA	1
1534-1	SW-3	Ambiron Server license 51-100	CALIFORNIA	10
1535-1	SW-3	Ambiron- Appl License Non Prod	CALIFORNIA	15
1536-1	CE-3	Leased Servers - Dell PowerEdge 1950	CALIFORNIA	2
1538-1	CE-3	Dell D620 Dell Laptops	CALIFORNIA	3
1539-1	IUS	HOBBS 2.0 Server Side Loyalty		1
1539-2	IUS	HOBBS 2.0 Server Side Loyalty		1
1539-3	IUS	HOBBS 2.0 Server Side Loyalty		1
1539-4	IUS	HOBBS 2.0 Server Side Loyalty		1
1539-5	IUS	HOBBS 2.0 Server Side Loyalty		1
1539-6	IUS	HOBBS 2.0 Server Side Loyalty		1
1539-7	IUS	HOBBS 2.0 Server Side Loyalty		1
1539-8	IUS	HOBBS 2.0 Server Side Loyalty		1
1539-9	IUS	HOBBS 2.0 Server Side Loyalty		1
1540-1	IUS	Casselman - Billing Project		1
1540-2	IUS	Casselman - Billing Project		1
1540-3	IUS	Casselman - Billing Project		1
1540-4	IUS	Casselman - Billing Project		1
1540-5	IUS	Casselman - Billing Project		1
1540-6	IUS	Casselman - Billing Project		1
1541-1	IUS	Infonox Release 1		1
1541-2	IUS	Infonox Release 1		1
1541-3	IUS	Infonox Release 1		1
1542-1	IUS	Req. iboard 2.1 to production		1
1542-2	IUS	Req. iboard 2.1 to production		1
1542-3	IUS	Req. iboard 2.1 to production		1
1542-4	IUS	Req. iboard 2.1 to production		1
1542-5	IUS	Req. iboard 2.1 to production		1
1542-6	IUS	Req. iboard 2.1 to production		1
1543-1	IUS	KCS 4.2		1
1543-2	IUS	KCS 4.2		1
1544-1	IUS	KCS 4.3		1
1544-2	IUS	KCS 4.3		1
1544-3	IUS	KCS 4.3		1
1545-1	IUS	CAE Console		1
1545-2	IUS	CAE Console		1
1545-3	IUS	CAE Console		1
1545-4	IUS	CAE Console		1
1545-5	IUS	CAE Console		1
1545-6	IUS	CAE Console		1
1546-1	IUS	Web Services Architecture - New Enrollme		1
1546-2	IUS	Web Services Architecture - New Enrollme		1
1546-3	IUS	Web Services Architecture - New Enrollme		1
1547-1	IUS	Hobbes & Infonox Integration		1
1547-2	IUS	Hobbes & Infonox Integration		1
1547-3	IUS	Hobbes & Infonox Integration		1
1547-4	IUS	Hobbes & Infonox Integration		1
1547-5	IUS	Hobbes & Infonox Integration		1
1547-6	IUS	Hobbes & Infonox Integration		1
1549-1	EQUIP - IN LANE	SuperValu Jan06 Inventory Clearing	SUPERVALU	1
1549-2	EQUIP - IN LANE	SuperValu JAN06 Inventory Clearing - 2	SUPERVALU	1
1550-1	EQUIP - IN LANE	Green Hills JAN06 Inventory Clearing	GREEN HILLS	1
1550-2	EQUIP - IN LANE	Green Hills JAN06 Inventory Clearing - 2	GREEN HILLS	1
1551-1	EQUIP - IN LANE	Coborn's JAN06 Inventory Clearing	COBORNS	1
1551-2	EQUIP - IN LANE	Coborn's JAN06 Inventory Clearing - 2	COBORNS	1
1552-1	EQUIP - IN LANE	SuperValu FEB06 Inventory Clearing	SUPERVALU	1
1552-2	EQUIP - IN LANE	SuperValu FEB06 Inventory Clearing - 2	SUPERVALU	1
1553-1	EQUIP - IN LANE	Coborn's FEB06 Inventory Clearing	COBORNS	1
1553-2	EQUIP - IN LANE	Coborn's FEB06 Inventory Clearing - 2	COBORNS	1
1554-1	EQUIP - IN LANE	Green Hills FEB06 Inventory Clearing	GREEN HILLS	1
1555-1	EQUIP - IN LANE	Coborn's MAR06 Inventory Clearing	COBORNS	1

1555-2	EQUIP - IN LANE	Coborn's MAR06 Inventory Clearing - 2	COBORNS	1
1555-3	EQUIP - IN LANE	Coborn's MAR06 Inventory Clearing - 3	COBORNS	1
1556-1	EQUIP - IN LANE	Harris Teeter MAR06 Inventory Clearing	HARRIS TEETER	1
1557-1	EQUIP - IN LANE	SuperValu MAR06 Inventory Clearing	SUPERVALU	1
1557-2	EQUIP - IN LANE	SuperValu MAR06 Inventory Clearing - 2	SUPERVALU	1
1558-1	EQUIP - IN LANE	Green Hills MAR06 Inventory Clearing	GREEN HILLS	1
1559-1	EQUIP - IN LANE	Piggly Wiggly MAR06 Inventory Clearing	PIGGLY WIGGLY	1
1560-1	EQUIP - IN LANE	Coborn's APR06 Inventory Clearing	COBORNS	1
1561-1	EQUIP - IN LANE	Green Hills APR06 Inventory Clearing	GREEN HILLS	1
1562-1	EQUIP - IN LANE	Harris Teeter APR06 Inventory Clearing	HARRIS TEETER	1
1562-2	EQUIP - IN LANE	Harris Teeter APR06 Inventory Clearing 2	HARRIS TEETER	1
1563-1	EQUIP - IN LANE	Piggly Wiggly MAY06 Inventory Clearing	PIGGLY WIGGLY	1
1564-1	EQUIP - IN LANE	SuperValu MAY06 Inventory Clearing	SUPERVALU	1
1565-1	EQUIP - IN LANE	Green Hills MAY06 Inventory Clearing	GREEN HILLS	1
1567-1	SW-3	MAY07 Windows Patchlink Renew	CALIFORNIA	1
1568-1	EQUIP - IN LANE	MidCounties FEB06 Inventory Clearing	MIDCOUNTIES	1
1569-1	SW-3	WebSphere Application Server Monitoring	LUNDY	1
1569-3	SW-3	WebSphere Foundation Processor Licenses	LUNDY	1
1570-1	CE-3	Cisco Port Ethernet Switch and Cords	CALIFORNIA	1
1571-1	IUS	KCS iPAS		1
1571-2	IUS	KCS iPAS		1
1571-3	IUS	KCS iPAS		1
1572-1	IUS	KCS VLAN		1
1572-2	IUS	KCS VLAN		1
1572-3	IUS	KCS VLAN		1
1573-1	IUS	Web Services Architecture		1
1573-2	IUS	Web Services Architecture		1
1573-3	IUS	Web Services Architecture		1
1574-1	IUS	sTunnel		1
1574-2	IUS	sTunnel		1
1574-3	IUS	sTunnel		1
1575-1	IUS	Salesforce SP 1.0		1
1575-2	IUS	Salesforce SP 1.0		1
1575-3	IUS	Salesforce SP 1.0		1
1576-1	IUS	Corp Site 1.1.1		1
1576-2	IUS	Corp Site 1.1.1		1
1576-3	IUS	Corp Site 1.1.1		1
1577-1	IUS	Corp Site 1.1.2		1
1577-2	IUS	Corp Site 1.1.2		1
1577-3	IUS	Corp Site 1.1.2		1
1578-1	IUS	CSR Admin 3.6		1
1578-2	IUS	CSR Admin 3.6		1
1578-3	IUS	CSR Admin 3.6		1
1578-4	IUS	CSR Admin 3.6		1
1578-5	IUS	CSR Admin 3.6		1
1579-1	IUS	CSR Admin 3.5		1
1579-2	IUS	CSR Admin 3.5		1
1579-3	IUS	CSR Admin 3.5		1
1580-1	IUS	CSR Admin 3.5.1		1
1580-2	IUS	CSR Admin 3.5.1		1
1580-3	IUS	CSR Admin 3.5.1		1
1581-1	IUS	iBoard 2.2		1
1581-2	IUS	iBoard 2.2		1
1581-3	IUS	iBoard 2.2		1
1582-1	IUS	Store Locator 1.1		1
1582-2	IUS	Store Locator 1.1		1
1582-3	IUS	Store Locator 1.1		1
1582-4	IUS	Store Locator 1.1		1
1583-1	IUS	WWA 1.2.1		1
1583-2	IUS	WWA 1.2.1		1
1583-3	IUS	WWA 1.2.1		1
1584-1	IUS	IBOCS		1
1584-2	IUS	IBOCS		1
1584-3	IUS	IBOCS		1
1585-3	IUS	CSR Admin 3.6		1
1586-1	IUS	CAE-Engine		1
1586-2	IUS	CAE-Engine		1

1586-3	IUS	CAE-Engine		1
1586-4	IUS	CAE-Engine		1
1587-1	IUS	CSR Admin 3.4		1
1587-2	IUS	CSR Admin 3.4		1
1587-3	IUS	CSR Admin 3.4		1
1588-1	IUS	TrueMe 1.0		1
1588-2	IUS	TrueMe 1.0		1
1589-1	IUS	ACH Batch		1
1589-2	IUS	ACH Batch		1
1589-3	IUS	ACH Batch		1
1590-1	IUS	Online :: Browser Helper Object		1
1590-2	IUS	Online :: Browser Helper Object		1
1590-3	IUS	Online :: Browser Helper Object		1
1590-4	IUS	Online :: Browser Helper Object		1
1591-1	IUS	Online :: IIS Plugin Integration for SAM		1
1591-2	IUS	Online :: IIS Plugin Integration for SAM		1
1591-4	IUS	Online :: IIS Plugin Integration for SAM		1
1592-1	IUS	PBT Appliance		1
1592-2	IUS	PBT Appliance		1
1593-1	IUS	Mini-KCS agent		1
1593-2	IUS	Mini-KCS agent		1
1594-1	IUS	Online :: TME CSR 1.0		1
1595-1	IUS	Web :: CSR Admin 3.7		1
1596-1	IUS	Web :: WES 3.6		1
1596-2	IUS	Web :: WES 3.6		1
1597-1	IUS	CSR Admin 3.6.1		1
1598-1	IUS	Web Wallet Admin 1.2		1
1599-1	IUS	Hobbes 2.0 Release A: CSR Admin 3.6		1
1600-1	IUS	Web :: WWA 1.4		1
1601-1	IUS	PBT-CAE		1
1602-1	OE-3	560 Mission Access Card Reader	CALIFORNIA	1
1602-2	SW-3	101 2nd Sec Sys Sftwre Upgrade	CALIFORNIA	1
1603-1	SW-3	Versa Test Licenses 6/7-6/6/08	CALIFORNIA	1
1604-1	SW-3	SW Configuration Set Up/Infrastructure	CALIFORNIA	1
1604-2	SW-3	SW Configuration Set Up/Infrastructure	CALIFORNIA	1
1605-1	EQUIP - IN LANE	(4) PILOT STORES IN LANE - PIGGLY WIGGLY		1
1606-1	EQUIP - IN LANE	(4) ENROLLMENT STATIONS - PIGGLY WIGGLY		1
1607-1	EQUIP - IN LANE	SHIPPING AND INSTALL FOR PIGGLY WIGGLY		1
1608-1	EQUIP - IN LANE	BLOCKUSTER EOT: YR 2003		1
1609-1	EQUIP - IN LANE	THRIFTWAY EQUIP ON TRAIL		1

SUMMARY 1/30/2008 6:22:44 PM
 Pay By Touch
 Inventory Control
 Use GL Posting Date Yes As of: 12/14/2007

Site	Item Number	Quantity	Description
MINAIK	070-0001	3,307	TOUCHCHIP SENSOR
MINAIK	070-0002	4,798	CONTROLLER
MINAIK	130-0012	130	PLAS,SIGN DISPLAY W/ BROCHURE HOLDER,8.5" x 11"
MINAIK	130-0013	55	BOTTOM ENCLOSURE BLACK
MINAIK	720-0024	778	LBL,WHITE,1.25"x2.75",ZEBRA PRINTER
Inventory Value for Site:		MINAIK	9,038.00
NCR	000-0008	244	HW,PADLOCK<BRASS,25mm
NCR	085-0008-00	72	CSD 301-08
NCR	090-0016	51	PBT,SENSOR,COGENT CSD301 & APP,ePOD
NCR	090-0021	107	PBT,ENROLLMENT TERMINAL,ePOD,NCR 7402
NCR	090-0024	251	PBT,ePOD,ENCLOSURE & SIGNAGE
NCR	100-0015	36	ID SCANNER W/ USB CABLE
NCR	130-0008	497	PLAS, BROCHURE HOLDER, Clear
NCR	140-0015	211	MET,ePOD KIOSK,PEDESTAL BASE STANDARD
NCR	140-0018	234	MET,ePOD KIOSK,PRINTER BLANK SPACER ASSEMBLY
NCR	150-0001	180	TOOL,SCREWDRIVER,TORX,T16 TAMPER RESISTANT (36277)
NCR	160-0002	109	TOOL,SCREWDRIVER,TORX,T25 TAMPER RESISTANT (36281)
NCR	150-0003	108	PBT,ENROLLMENT KIOSK TECH CARD
NCR	300-0003	255	CBL, CAT5E 350MHZ, UNSHIELDED, 25' GRAY
NCR	400-0010	193	BC,SYMBOL DS6608,SCANNER,GUN, 2D/1D Black
NCR	400-0011	121	BC,SYMBOL DS6608,SERIAL CABLE, Straight
Inventory Value for Site:		NCR	2,670.00
PBT	000-0007	8	#N/A
PBT	000-0008	73	HW,PADLOCK<BRASS,25mm
PBT	000-0017	255	HW,PADLOCK<BRASS,25mm
PBT	000-0018	7	HW, KEYS FOR PADLOCK PBT 000-0008 (PAIR)
PBT	070-0003	72	SENSOR MODULE,SAGEM,CBM OEM 1300
PBT	080-0003	11	SENSOR, CAPACITVE FINGER,UPEK,TCRU,80° USB-A CORD
PBT	080-0005	100	SENSOR,SAGEM MSO200 SERIAL W/ POWER SUPPLY
PBT	080-0013-00	18	SENSR,SAGEM,MSO OEM,PLASTIC PLATEN
PBT	080-0014-00	723	SENSR,SAGEM,MSO OEM,GLASS PLATEN
PBT	085-0004-00	13	READER,SAGEM MSO200,METAL HOUSING,GLASS PLATEN
PBT	085-0008-00	3	CSD 301-08
PBT	090-0001	15	PBT,FINGER SENSOR,DIGITAL PERSONA
PBT	090-0002	1	CBL,DIGITAL PERSONA FINGER SENSOR,USB,71": 5008-001
PBT	090-0004	5	PBT,PC,SMALL FORM FACTOR, UNDER COUNTER MOUNT
PBT	090-0008	39	PBT,SENSOR ASSEMBLY WITH HSG,CBL,LBL,BASE PLATE (MOUSE STYLE)
PBT	090-0009	5	PBT,SENSOR/STAND ASSEMBLY-VERIFONE EVEREST, 4 5" TALL
PBT	090-0010	64	PBT,PC,PBT APPLIANCE,NORHTEC MICROSERVER HP
PBT	090-0012	4	PBT,INGENICO II ENROLLMENT STATION ASSEMBLY
PBT	090-0013	5	PBT,SENSOR/STAND ASSEMBLY-EN1000, 6" TALL (or pluggly Can
PBT	090-0016	51	ASSY,SENSOR,CX30,IPAS,UPEK,WPWR & CABLES
PBT	090-0017	1	PBT,SENSOR/STAND ASSEMBLY-HYPERCOM ICE 6000
PBT	090-0018	14	PBT,SENSOR,COGENT CSD301 & APP,ePOD
PBT	090-0019	11	PBT,FINGER SENSOR,CAPACITIVE
PBT	090-0021	5	PBT,ENROLLMENT TERMINAL,ePOD,NCR 7402
PBT	090-0025	9	ASSY, Sensor, PX30, IPAS, Optical
PBT	090-0029	148	PBT, FINGERSENSOR, RDX 360
PBT	090-0034	5,000	PBT, FINGER READER,ON-LINE, PBT-BRANDED EIKON (TRUE ME SENSOR)
PBT	100-0002	7	POS,INGENICO EN-TOUCH 1000,TOUCH SCREEN,2 TRACK READER

PBT	100-0003	12	POS, INGENICO PWR SUPPLY, EN-CHECK 2500 AND EN-TOUCH 1000
PBT	100-0004	4	POS,INGENICO, REMOTE CONNECTOR BLOCK (RCB)
PBT	100-0005	9	POS,INGENICO EN-CHECK 2500 MICR CHECK READER
			POS INGENICO CABLE TOUCH 1000 AND EN-CHECK 2500 TO RCB
PBT	100-0006	7	POS,VERIFONE EVEREST PLUS TERMINAL
PBT	100-0007	8	POS,VERIFONE EVEREST PLUS DONGLE
PBT	100-0008	14	POS,VERIFONE EVEREST AC ADAPTER
PBT	100-0009	14	POS,VERIFONE EVEREST OVERLAY, GENERIC
PBT	100-0010	300	POS,VERIFONE CABLE,PIN PAD TO PRINTER (DIN8M TO DIN8M)
PBT	100-0014	4	ID SCANNER W/ USB CABLE
PBT	100-0015	4	POS,VERIFONE 3760 TERMINAL
PBT	100-0016	4	POS,VERIFONE SC5000 Pinpad
PBT	100-0017	2	POS,PAPER REFILL,PM KIOSK
PBT	100-0039-00	24	MISC,PBT SCANSHELL CALIBRATION SHEET,7.25"x3.375"
PBT	120-0007	388	MISC,PBT SCANSHELL CALIBRATION SHEET,7.25"x3.375"
PBT	120-0008	638	PLAS, BROCHURE HOLDER, Clear
PBT	130-0008	15	
PBT	140-0014	122	MET,MOUNTING BRKT, PBT APPLIANCE,MICROSERVER HP
PBT	140-0019	9	MET,TILT/SWIVEL STAND,L4100/CE6000,CAPACITIVE SENSOR
PBT	140-0039	5	MET,MOUNTING BRACKET,COUNTER-TOP,ENS 387-0579 & 387-0782
PBT	140-0043	12	MET,MOUNTING BRACKET,COUNTER-TOP,ENS 387-0579 & 387-0762
PBT	150-0001	1	TOOL,SCREWDRIVER,TORX,T15 TAMPER RESISTANT (38277)
PBT	150-0002	15	TOOL,SCREWDRIVER,TORX,T25 TAMPER RESISTANT (38281)
PBT	150-0003	139	PBT ENROLMENT KIOSK TECH CARD
PBT	200-0006	3	PWR,SURGE PROTECTOR
PBT	300-0003	15	CBL, CAT5E, 350MHz, Unshielded, 25', GRAY
PBT	300-0004	404	CBL,CAT5e, 350MHz, Unshielded, 10', GRAY
PBT	300-0005	8	CBL,CAT5e, 350MHz, UNSHIELDED, 7', GRAY
PBT	300-0012	10	CBL,DB9 FEM TO DIN9 MALE,SERIAL RS232, VERIFONE, 2 METER (03018-02)
PBT	300-0013	5	CBL,VERIFONE 03018-006,DB9 FEM TO DIN9 MALE
PBT	300-0018	163	CBL,USBMALE(ST)TOUSBMALE(RA),12',BLK
PBT	300-0018	9	CBL,DB9F-RJ45,VERIFONE,OMNI 7000 to PC AT,1M (05802-00)
PBT	300-0020	18	CBL,VERIFONE 28284-04,DB9F-RJ45,3750,4M
PBT	300-0021	109	CBL,RJ45-DB9,SC 5000,1M
PBT	300-0028	52	USB Type A - Type A Extension Cable
PBT	300-0029	17	Type A - Type B USB Cables
PBT	300-0030	11	CBL, USB A MALE TO RAW END, 3 FT
PBT	300-0032	43	CBL, USB 2.0 TYPE A MALE/ TYPE B MALE, 10 FT Symbol DS90D08 High Density, Multi-Interface. Color: White (Scanner Only)
PBT	400-0007	8	SCANNER CABLE
PBT	400-0008	13	BC,SYMBOL DS8808,SCANNER,GUN,2D/1D Black
PBT	400-0010	10	BC,SYMBOL DS8808,SERIAL CABLE, Straight
PBT	400-0011	29	LBL,PART ID FLAG,NETWORK CABLE
PBT	720-0034	1,750	LBL,PART ID FLAG,USB FINGER SENSOR CABLE
PBT	720-0035	2,000	LBL,PART ID FLAG,UCB POWER CABLE
PBT	720-0036	2,000	LBL,PBT LOGO,APPLIANCE
PBT	720-0037	2,750	
PBT	910-0001	4	REV 2: KIT IN-LINE TRAINING SENSOR- mechanical sample only
PBT	950-0023R	6	ASSY,PEDESTAL ASSEMBLY FOR ENROLLMENT KIOSK
PBT	R-090-0010	400	PBT,PC,PBT APPLIANCE,NORHTEC MICROSERVER HP
Inventory Value for Site:			
	PBT	19,243.00	
TASQ	000-0007	464	#N/A
TASQ	000-0008	2	HW,PADLOCK<BRASS,25mm
TASQ	080-0003	9	SENSOR, CAPACITIVE FINGER,UPEK,TCRU,80" USB-A CORD
TASQ	085-0004-00	98	READER,SAGEM MS0200,METAL HOUSING,GLASS PLATEN
TASQ	090-0001	2	PBT,FINGER SENSOR,DIGITAL PERSONA

TASQ	090-0004	3	PBT,PC,SMALL FORM FACTOR, UNDER COUNTER MOUNT
TASQ	090-0009	28	PBT,SENSOR/STAND ASSEMBLY-VERIFONE EVEREST, 4.5"
TASQ	090-0010	2,576	TALL
TASQ	090-0011	52	PBT,PC,PBT APPLIANCE,NORHTEC MICROSERVER HP
TASQ	090-0012	2	PBT,SENSOR/STAND ASSEMBLY-VERIFONE EVEREST, 8"
TASQ	090-0017	32	TALL
TASQ	090-0029	1,977	PBT,INGENICO II ENROLLMENT STATION ASSEMBLY
TASQ	100-0002	8	PBT,SENSOR/STAND ASSEMBLY-HYPERCOM ICE 6000
TASQ	100-0003	14	PBT, FINGERSENSOR, RDX 360
TASQ	100-0004	4	POS,INGENICO EN-TOUCH 1000,TOUCH SCREEN,2 TRACK
TASQ	100-0005	38	READER
TASQ	100-0006	7	POS, INGENICO PWR SUPPLY, EN-CHECK 2500 AND EN-
TASQ	100-0016	34	TOUCH 1000
TASQ	120-0007	1,366	POS,INGENICO, REMOTE CONNECTOR BLOCK (RCB)
TASQ	120-0008	286	POS,INGENICO EN-CHECK 2500 MICR CHECK READER
TASQ	130-0009-00	4	POS INGENICO CABLE TOUCH 1000 AND EN-CHECK 2500 TO
TASQ	130-0010	389	RGB
TASQ	130-0020	86	POS,VERIFONE 3750 TERMINAL
TASQ	140-0008	33	MISC,PBT SCANSHELL CALIBRATION SHEET,7.25"x3.375"
TASQ	140-0014	853	MISC,PBT SCANSHELL CALIBRATION SHEET,7.25"x3.375"
TASQ	140-0017	40	PLAS,VERTICAL SIGN HOLDER,OPEN TOP, 4"x8"
TASQ	140-0018	90	PLAS,SIGN DISPLAY W/ BROCHURE HOLDER,8.5" x 11"
TASQ	140-0019	3	PLAS,SENSOR SKIRT W/ THUMBSCREW
TASQ	140-0020	4	STND,TILT/SWIVEL,1.5" DIA TUBE,4.5" HT,INGENICO
TASQ	140-0022	75	MET,MOUNTING BRKT, PBT APPLIANCE,MICROSERVER HP
TASQ	140-0023	70	MET,TILT/SWIVEL STAND,EVEREST,CAPACITIVE SENSOR
TASQ	140-0024	65	MET, TOP PLATE,EVEREST,CAPACITIVE SENSOR
TASQ	140-0026	5	MET,TILT/SWIVEL STAND,L4100/ICE6000,CAPACITIVE
TASQ	140-0027	11	SENSOR
TASQ	140-0030	96	MET, TOP-PLATE,L4100/ICE6000,CAPACITIVE SENSOR
TASQ	140-0031	19	MET,WEDGE STAND,L4100/ICE8000,CAPACITIVE SENSOR
TASQ	140-0032	59	MET,SENSOR ARM FOR WEDGE,L4100/ICE8000,CAPACITIVE
TASQ	140-0034	10	SENSOR
TASQ	140-0038	16	MET,TILT-SWIVEL STAND,NO TOP PLATE,2"DIA x 5.3"HT
TASQ	140-0040	4	MET, TOP PLATE,EN-TOUCH 1000,CAPACITIVE SENSOR
TASQ	140-0041	15	MET,TILT/SWIVEL STAND & 8" EXT
TASQ	140-0042	16	ARM,EVEREST,CAPACITIVE SENSOR
TASQ	140-0043	1	MET,MOUSE BASE,CAPACITIVE SENSOR
TASQ	140-0044	35	MET, TOP PLATE,EVEREST,IPAS 1.0
TASQ	140-0046-00	52	MET,TILT-SWIVEL STAND,HYPERCOM,BASE PLATE
TASQ	140-0053-00	52	MET,FINGERPRINT READER STAND,BLACK
TASQ	145-0003-00	20	MET,MOUNTING BRACKET,COUNTER-TOP,ENS 367-0579 &
TASQ	145-0004-00	5	367-0762
TASQ	150-0001	7	MET,MOUNTING BRACKET,COUNTER-EDGE,ENS 367-0561
TASQ	150-0002	36	MET,MOUNTING BRACKET, INLANE,ENS 367-0924 HYVEE
TASQ	150-0003	113	MET,MOUNTING BRACKET, WEDGE,ENS 367-0928 HYVEE
TASQ	150-0005-00	39	MET,MOUNTING BRACKET,COUNTER-TOP,ENS 367-0579 &
TASQ	200-0003	4,269	367-0762
TASQ	200-0004	39	MET,MOUNTING BRACKET,COUNTER-EDGE,ENS 367-0561
TASQ	200-0007	5	MET,UPR CLAMPING BRACKET,UCB TO GRN CAN
TASQ	200-0010	147	MET,LWR MOUNTING BRACKET,UCB TO GRN CAN
TASQ	300-0004	427	KIT,STAND, ASSY ENS, FOOD LION
TASQ	300-0005	36	STND,OMNI 7000,DOROTHY LANE
TASQ	300-0012	45	TOOL,SCREWDRIVER,TORX,T15 TAMPER RESISTANT (36277)
TASQ	300-0013	59	TOOL,SCREWDRIVER,TORX,T25 TAMPER RESISTANT (36281)
TASQ	300-0014	300	PBT ENROLLMENT KIOSK TECH CARD
			TOOL,SDRIVER,PHILLIPS,#2,100MMx218MM
			Surge Protector
			PWR,CORD,UK PLUG,13A FUSE,8FT
			CAPP POWER SUPPLY
			NORHTEC POWER SUPPLY
			CBL,CAT5e,350mhz,Unshielded,10',GRAY
			CBL,CAT5e,350Mhz,UNSHIELDED,7',GRAY
			CBL,DB9 FEM TO DIN9 MALE,SERIAL RS232,VERIFONE,2
			METER (03018-02)
			CBL,VERIFONE 03018-005,DB9 FEM TO DIN9 MALE
			CBL,USB EXTENSION,M/F,6 FT (SF Cable)

TASQ	300-0016	730	CBL,USBMALE(ST)TOUSBMALE(RA),12',BLK
TASQ	300-0016	611	CBL,DB9F-RJ45,VERIFONE,OMNI 7000 to PC AT,1M (05602-00)
TASQ	300-0020	1	CBL,VERIFONE 26264-04,DB9F-RJ45,3750,4M
TASQ	610-0005	461	DOC,INSTALLATION GUIDE,TRANSACTION, DIAL-UP
TASQ	610-0006	495	DOC,USER GUIDE,ENROLLMENT,DUALCOM
TASQ	810-0008	496	DOC,WELCOMEINSTRUCTIONS,BUK
TASQ	760-0001	3	HEADER, Kiosk, "Piggy Wiggly"
TASQ	770-0002-00	460	DOC,ASSY,SINGLE LANE
TASQ	790-0005	15	KIT,MARKETING,STAND-ALONE TRANSACTIONS,VERIFONE
TASQ	800-0003	8	SW,WINDOWSXPLICENSEWITHCOASTICKER
TASQ	R-090-0010	807	PBT,PC,PBT APPLIANCE,NORHTEC MICROSERVER HP
Inventory Value for Site:	TASQ	18,741.00	
TOLT	000-0008	58	HW,PADLOCK<BRASS,25mm
TOLT	090-0010	445	PBT,PC,PBT APPLIANCE,NORHTEC MICROSERVER HP
TOLT	090-0018	29	PBT,SENSOR,COGENT CSD301 & APP,ePOD
TOLT	090-0029	319	PBT, FINGERSENSOR, RDX 360
TOLT	100-0015	22	ID SCANNER W/ USB CABLE
TOLT	130-0008	65	PLAS, BROCHURE HOLDER., Clear
TOLT	150-0001	101	TOOL,SCREWDRIVER,TORX,T15 TAMPER RESISTANT (36277)
TOLT	150-0002	72	TOOL,SCREWDRIVER,TORX,T25 TAMPER RESISTANT (36281)
TOLT	150-0003	140	PBT ENROLLMENT KIOSK TECH CARD
TOLT	300-0003	21	CBL, CAT5E 350MHZ, UNSHIELDED, 25' GRAY
TOLT	400-0010	57	BC,SYMBOL DS6608,SCANNER,GUN,2D/1D Black
TOLT	850-0021	50	EPOD 7402's
Inventory Value for Site:	TOLT	1,377.00	
XPEREX	090-0035	99	PBT,LOYALTY KIOSK, BASE UNIT
XPEREX	100-0039-00	312	POS,PAPER REFILL,PM KDSK
Inventory Value for Site:	XPEREX	411	
Totals:		51,476.00	

SCHEDULE 1.1.2.A

Bailed Assets

Two SuperValu routers

Two First Premier Bank routers

Two Hyvee routers

SCHEDULE 1.1.2.D

Privileged Information and Materials

None.

NY1:1732047.1

SCHEDULE 3.1.1

Potential Transferred Employees

Ajay Amlani
Nabil Aref
Daniel Corwin
Suzanne Ever
Tennielle Goff
DA Griscom
Rob Horde
Peter Lee
Robert Orlovic
Colin Ma
Mark Persily
Tom Quinn
Daniel Rivera
Sabry Tozin
Neil Watson
Steven Wong
Jane Yaeger

SCHEDULE 7.3.3

GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE ("*Bill of Sale*") is being executed and delivered as of _____, 2008 (the "*Effective Date*"), by Solidus Networks, Inc., a Delaware corporation, Pay By Touch Checking Resources, Inc., a Delaware corporation, Indivos Corporation, a Delaware corporation, CheckElect, Inc., a Wisconsin corporation, ATMD Acquisition Corp., a Delaware corporation and Seven Acquisition Sub, LLC, a Delaware limited liability company (collectively, "*Sellers*"), to and for the benefit of YT Acquisition Corporation, a Delaware corporation ("*Purchaser*")

RECITAL

Purchaser and Sellers have entered into that certain Asset Sale and Purchase Agreement dated as of _____, 2008 (as the same may from time to time be amended, modified, supplemented or restated, the "*Purchase Agreement*"). Capitalized terms used but not defined in this Bill of Sale are defined in the Purchase Agreement.

AGREEMENT

Sellers, intending to be legally bound, agree as follows:

1. As of the Effective Date, Sellers hereby sell, transfer, assign convey and deliver to Purchaser all Acquired Assets, including all of Sellers' rights, titles and interests in, relating to and under the Acquired Assets with all the benefits and advantages to be derived therefrom, to have and to hold, unto Purchaser, its successors and assigns, to and for its use and benefit forever.
2. Notwithstanding the foregoing, the Sellers will retain and not transfer, and Purchaser will not purchase or acquire, the Excluded Assets.
3. Nothing contained in this Bill of Sale shall be deemed to limit any right or obligation of Purchaser under the Purchase Agreement.
4. This Bill of Sale shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to conflict of laws principles. Section 11.12 of the Purchase Agreement shall be deemed applicable to this Bill of Sale.
5. This Bill of Sale and all of the provisions hereof shall be binding upon Sellers and inure to the benefit of Purchaser and its successors and assigns. The Purchaser may assign this Bill of Sale and all of its rights and obligations hereunder to an Affiliate of the Purchaser, or to any Permitted Purchaser Assignee without the consent of the Sellers.

[Signature page follows.]

IN WITNESS WHEREOF, Sellers have executed this General Agreement and Bill of Sale as of the date first written above:

ASSIGNORS:

SOLIDUS NETWORKS, INC.

CHECKELECT, INC.

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

**PAY BY TOUCH CHECKING RESOURCES,
INC.**

ATMD ACQUISITION CORP.

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

INDIVOS CORPORATION

SEVEN ACQUISITION SUB, LLC

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

SOLIDUS NETWORKS, INC.
DISCLOSURE SCHEDULE
March __, 2008

This Disclosure Schedule (the "*Schedule*") is delivered in connection with that certain Asset Sale and Purchase Agreement dated as of March __, 2008 (the "*Agreement*") by and among YT Acquisition Corporation, Solidus Networks, Inc., a Delaware corporation, Pay By Touch Checking Resources, Inc., a Delaware corporation, Indivos Corporation, a Delaware corporation, CheckElect, Inc., a Wisconsin corporation, ATMD Acquisition Corp., a Delaware corporation, and Seven Acquisition Sub, LLC, a Delaware limited liability company. Capitalized terms used but not defined herein shall have the same meanings given them in the Agreement.

No reference to or disclosure of any item or other matter in this Schedule shall be construed as an admission or indication that such item or other matter is material. With respect to any third party claims, no disclosure in this Schedule relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

The section numbers in this Schedule correspond to the clauses of Section 5.1 of the Agreement; *provided, however*, that any information disclosed herein under any clause herein shall be deemed to be disclosed and incorporated herein with respect to any other clause of Section 5.1 of the Agreement as to which it is reasonably apparent that such disclosure relates based solely on the language in such disclosure and such other clause.

This Disclosure Schedule is qualified in its entirety by reference to the specific provisions of the Agreement, and is not intended to constitute, and shall not be construed as constituting, any representation or warranty of the Sellers, except as and to the extent expressly provided in the Agreement. The fact that any item of information is contained in this Disclosure Schedule shall not be construed to mean that such information is required to be disclosed by the Agreement.

References to any document do not purport to be complete and are qualified in their entirety by the document itself. The bold-faced headings contained in this Schedule are included for convenience only, and are not intended to limit the effect of the disclosures contained in this Schedule or to expand the scope of the information required to be disclosed in this Schedule.

SCHEDULE 5.1.5.A

Title to Personal Property

None.

SCHEDULE 5.1.6.A

Intellectual Property

(a) Registered and Pending Owned Intellectual Property

OWNER: SOLIDUS NETWORKS, INC.

PATENTS AND APPLICATIONS

NAME	COUNTRY OF FILING	APPLICATION TYPE	REG./APP. NUMBER	REG. DATE
A Method and System for Distributing and Redeeming Targeted Offers to Customers	United States	Patent Application	20070162337	N/A
A Method and System for Distributing and Redeeming Targeted Offers to Customers	WO	Patent Application	N/A	N/A
A Method of Distributing Information Via Mobile Devices and Enabling its Use at a Point of Transaction	United States	Provisional Patent Application	N/A	N/A
A System for Individual Control and Analysis of Personal Information and the Monetization Thereof	United States	Provisional	N/A	N/A
An Apparatus and Methods for Testing Biometric Equipment	United States	Provisional Patent Application	N/A	N/A
Automated Method and Exchange for Facilitating Settlement of Transactions	Canada	Patent Application	N/A	N/A
Automated Method and Exchange for Facilitating Settlement of Transactions	China	Patent Application	N/A	N/A
Automated Method and Exchange for Facilitating Settlement of Transactions	Europe	Patent Application	N/A	N/A
Automated Method and Exchange for Facilitating Settlement of Transactions	Mexico	Patent Application	N/A	N/A
Automated Method and Exchange for Facilitating Settlement of Transactions	United States	Patent Application	20040073510	N/A
Automated Method and Exchange for Facilitating Settlement of Transactions	WO	Patent Application	N/A	N/A
Automated Method and Exchange for Facilitating Settlement of Transactions	Brazil	Patent Application	N/A	N/A
Automated Method and Exchange for Facilitating Settlement of Transactions	Korea	Patent Application	N/A	3/10/05

Automated Method and Exchange for Facilitating Settlement of Transactions	Costa Rica	Patent Application	N/A	N/A
Automated Method and Exchange for Facilitating Settlement of Transactions	Europe	Patent	_006783	4/28/06
Automated Method and Exchange for Facilitating Settlement of Transactions	Hong Kong	Patent Application	N/A	N/A
Automated Method and Exchange for Facilitating Settlement of Transactions	Indonesia	Patent Application	N/A	N/A
Automated Method and Exchange for Facilitating Settlement of Transactions	Israel	Patent Application	N/A	N/A
Automated Method and Exchange for Facilitating Settlement of Transactions	Japan	Patent Application	N/A	N/A
Automated Method and Exchange for Facilitating Settlement of Transactions	New Zealand	Patent Application	N/A	N/A
Automated Method and Exchange for Facilitating Settlement of Transactions	Serbia	Patent Application	N/A	N/A
Automated Method and Exchange for Facilitating Settlement of Transactions	Singapore	Patent	200407744-2	N/A
Automated Method and Exchange for Facilitating Settlement of Transactions	South Africa	Patent Application	N/A	N/A
Automated Method and Exchange for Facilitating Settlement of Transactions	United Arab Emirates	Patent Application	N/A	N/A
Electrostatic Discharge Structure for a Biometric Sensor	United States	Patent Application	N/A	N/A
Electrostatic Discharge Structure for a Biometric Sensor	WO	Patent Application	N/A	N/A
High-precision customer-based targeting by individual usage statistics	United States	Provisional Patent Application	N/A	N/A
Method And System For Providing Biometric Authentication At A Point-Of-Sale Via A Mobile Device	United States	Patent Application	20080046366	N/A
Method And System For Providing Biometric Authentication At A Point-Of-Sale Via A Mobile Device	WO	Patent Application	N/A	N/A
Method and System for Providing Household Information to Multiple Merchants	United States	Patent Application	20070282677	N/A

Method and System for Providing Household Information to Multiple Merchants	WO	Patent Application	N/A	N/A
Method and System for Providing On-Line Authentication Using Biometric Data	WO	Patent Application	N/A	N/A
Method and System for Providing On-Line Authentication Using Biometric Data	United States	Patent Application	20070198435	N/A
Method of Distributing Information Via Mobile Devices and Enabling Its Use at a Point of Transaction	United States	Patent Application	N/A	N/A
Process for Creating and Disseminating Marketing Initiatives to Specific Consumer or Specific Consumer Groups	WO	Patent Application	N/A	N/A
Process for Creating and Disseminating Marketing Initiatives to Specific Consumer or Specific Consumer Groups	Canada	Patent Application	N/A	N/A
Process for Creating and Disseminating Marketing Initiatives to Specific Consumer or Specific Consumer Groups	Europe	Patent Application	N/A	N/A
Process for Creating and Disseminating Marketing Initiatives to Specific Consumer or Specific Consumer Groups	Japan	Patent Application	N/A	N/A
Process for Creating and Disseminating Marketing Initiatives to Specific Consumer or Specific Consumer Groups	Mexico	Patent Application	N/A	N/A
Process for Creating and Disseminating Marketing Initiatives to Specific Consumers On-Line and In-Stores	WO	Patent Application	N/A	N/A
Process for Creating and Disseminating Marketing Initiatives to Specific Consumers or Specific Consumer Groups	United States	Patent Application	20060111977	N/A
Secure Data Entry and Visual Authentication	United States	Patent	6,209,104	3/27/01
Secure Data Entry Using Images and Voice	United States	Provisional Patent Application	N/A	N/A

System and Architecture for merchant integration of a biometric payment system	United States	Patent Application	20070288320	N/A
System and Architecture for merchant integration of a biometric payment system	WO	Patent Application	N/A	N/A
System and Method for Decoupling Identification from Biometric Information in Biometric Access Systems	WO	Patent Application	N/A	N/A
System and Method for Decoupling Identification from Biometric Information in Biometric Access Systems	United States	Patent Application	20070038863	N/A

TRADEMARKS AND APPLICATIONS

DIAN JIU TONG	China	Trademark Application	N/A	N/A
Hand Logo	Singapore	Registered Trademark	T0614173E	7/14/2006
Hand Logo	United States	Trademark Application	N/A	N/A
Hand Logo	Singapore	Registered Trademark	T0614164F	7/14/2006
Hand Logo	Singapore	Trademark Application	N/A	N/A
PAY BY TOUCH	South Korea	Registered Trademark	115069	4/13/2005
PAY BY TOUCH	Mexico	Registered Trademark	846751	8/16/2004
PAY BY TOUCH	Mexico	Registered Trademark	846752	8/16/2004
PAY BY TOUCH	United Kingdom	Registered Trademark	2407219	8/24/2007
PAY BY TOUCH	France	Registered Trademark	63431678	5/30/2006
PAY BY TOUCH	Brazil	Registered Trademark	826134513	8/21/2007
PAY BY TOUCH	Brazil	Registered Trademark	826134505	9/11/2007
PAY BY TOUCH	Canada	Registered Trademark	TMA696922	9/20/2007
PAY BY TOUCH	China	Trademark Application	N/A	N/A
PAY BY TOUCH	China	Trademark Application	N/A	N/A
PAY BY TOUCH	European Council	Registered Trademark	4893491	2/14/2007
PAY BY TOUCH	Germany	Trademark Application	N/A	N/A
PAY BY TOUCH	Singapore	Registered Trademark	T0610965C	6/6/2006
PAY BY TOUCH	Singapore	Trademark Application	N/A	N/A
PAY BY TOUCH	Singapore	Trademark Application	N/A	N/A
PAY BY TOUCH	Spain	Registered Trademark	2713855MO	7/20/2007
PAY BY TOUCH (and Design)	Canada	Trademark Application	N/A	N/A
PAY BY TOUCH and Design	Mexico	Registered Trademark	863435	12/14/2004
PAY BY TOUCH and Design	Japan	Registered Trademark	4867604	5/27/2005
PAY BY TOUCH and Design	Singapore	Registered Trademark	T0614183B	7/14/2006
PAY BY TOUCH and Design	European Council	Registered Trademark	182423-0001	5/24/2004
PAY BY TOUCH and Design	European Council	Registered Trademark	3449626	9/2/2005
PAY BY TOUCH and Design	Mexico	Registered Trademark	838635	6/18/2004
PAY BY TOUCH and Design	United Kingdom	Registered Trademark	2364024	10/14/2005
PAY BY TOUCH and Design	Mexico	Registered Trademark	651542	4/13/2004
PAY BY TOUCH and Design	Singapore	Registered Trademark	T0614177H	7/14/2006
PAY BY TOUCH and Design	Singapore	Trademark Application	N/A	N/A

PAY BY TOUCH and Hand Logo	United States	Registered Trademark	3177796	11/28/2006
PAY BY TOUCH and Hand Logo	China	Trademark Application	N/A	N/A
PAY BY TOUCH and Hand Logo	China	Trademark Application	N/A	N/A
PAY BY TOUCH and Hand Logo	China	Trademark Application	N/A	N/A
PAY BY TOUCH and Hand Logo	United States	Registered Trademark	3233866	4/24/2007
PAY-BY-TOUCH	United States	Registered Trademark	3117460	7/18/2006
PAYSECURE	United States	Trademark Application	NA	NA
PAYTOUCH	United States	Trademark Application	N/A	N/A
PEI BI TE	China	Trademark Application	N/A	N/A
PIE BI DA	China	Trademark Application	N/A	N/A
PLAY BY TOUCH	Hong Kong	Trademark Application	N/A	N/A
PLAY BY TOUCH	Singapore	Trademark Application	N/A	N/A
PLAY BY TOUCH	United States	Trademark Application	N/A	N/A
PLAY BY TOUCH	Benelux	Registered Trademark	790683	1/31/2006
PLAY BY TOUCH	Macao	Trademark Application	N019973	4/7/2006
PLAY BY TOUCH	Macao	Trademark Application	N019974	4/7/2006
PLAY BY TOUCH	Macao	Trademark Application	N019975	4/7/2006
PLAY BY TOUCH	Canada	Trademark Application	N/A	N/A
PLAY BY TOUCH	China	Trademark Application	N/A	N/A
PLAY BY TOUCH	China	Trademark Application	N/A	N/A
PLAY BY TOUCH	China	Trademark Application	N/A	N/A
PLAY BY TOUCH	European Council	Trademark Application	N/A	N/A
PLAY BY TOUCH	Japan	Trademark Application	5048578	5/18/2007
PLAY BY TOUCH	Philippines	Trademark Application	N/A	N/A
PLAY BY TOUCH	Singapore	Trademark Application	N/A	N/A
PLAY BY TOUCH	Singapore	Trademark Application	N/A	N/A
PLAY BY TOUCH	Singapore	Registered Trademark	T0523498E	11/21/2005
PLAY BY TOUCH	Singapore	Trademark Application	N/A	N/A
PLAY BY TOUCH	United Kingdom	Registered Trademark	2406882	12/14/2007
SUO LI DA	China	Trademark Application	N/A	N/A
TOUCHPAY	United States	Trademark Application	N/A	N/A
TrueMe	Canada	Trademark Application	N/A	N/A
TRUEME	Mexico	Registered Trademark	986834	5/30/2007
TRUEME	Mexico	Registered Trademark	990790	6/28/2007
TRUEME	Singapore	Registered Trademark	T07047611	3/5/2007
TRUEME	Singapore	Trademark Application	N/A	N/A
TRUEME	United Kingdom	Registered Trademark	2448276	9/14/2007
TrueMe	United States	Trademark Application	N/A	N/A
TrueMe	European Union	Trademark Application	N/A	N/A
U logo	United States	Trademark Application	N/A	N/A
YOU and U logo	United States	Trademark Application	N/A	N/A
YOU logo	United States	Trademark Application	N/A	N/A
YOU TECHNOLOGY and U logo	United States	Trademark Application	N/A	N/A
ZI FU QING	China	Trademark Application	N/A	N/A

OWNER: INDIVOS CORPORATION

NAME	COUNTRY OF FILING	APPLICATION TYPE	REG. /APP. NUMBER	REG. DATE
Anti-Fraud Biometric Scanner That Accurately Detects Blood Flow	United States	Patent	5,737,439	4/7/98
Association of Finger Pores and Macrofeatures for	United States	Patent	6,591,002	7/8/03
Association of Finger Pores and Microfeatures For Identification of Individuals	United States	Patent	6,411,728	6/25/02
System and Method for Tokenless Biometric electronic scrip	United States	Patent Application	20060107069	N/A
Biometric Financial Transaction System and Method	United States	Patent Application	20020019811	N/A
Data Entry Pad	United States	Patent	D425,873	5/30/00
Pressure Sensitive Biometric Input Apparatus	United States	Patent	6,131,464	10/17/00
Processo biométrico sem indicação magnética para processar transmissões eletrônicas, e, dispositivo de sistema de computador para processamento biométrico sem indicação magnética de transmissões eletrônicas	Brazil	Patent Application	N/A	N/A
Rewards System and Method Biometric Tokenless Electronic	United States	Patent	6,980,670	12/27/05
System and Method for Processing Tokenless Biometric Electronic Transmissions using an Electronic Rule Modile Clearinghouse	Canada	Patent Application	N/A	N/A
System and Method for Processing Tokenless Biometric Electronic Transmissions using an Electronic Rule Modile Clearinghouse	Hong Kong	Patent Application	N/A	N/A
System and Method for Processing Tokenless Biometric Electronic Transmissions using an Electronic Rule Modile Clearinghouse	Japan	Patent Application	N/A	N/A
System and Method for Processing Tokenless Biometric Electronic Transmissions using an Electronic Rule Modile Clearinghouse	WO	Patent Application	N/A	N/A

SYSTEM AND METHOD FOR PROCESSING TOKENLESS BIOMETRIC ELECTRONIC TRANSMISSIONS USING AN ELECTRONIC RULE MODULE CLEARINGHOUSE	Mexico	Patent	224359	11/22/04
Tokenless Biometric ATM Access System	Hong Kong	Patent Application	N/A	N/A
Tokenless Biometric ATM Access System	Brazil	Patent Application	N/A	N/A
Tokenless Biometric ATM Access System	United States	Patent	6,154,879	11/28/00
Tokenless Biometric ATM Access System	Mexico	Patent	233337	1/5/06
Tokenless Biometric ATM Access System	United States	Patent	5,764,789	6/9/98
Tokenless Biometric Authorization of Electronic Communications	WO	Patent Application	N/A	N/A
Tokenless Biometric Electronic Check Transaction	Brazil	Patent Application	N/A	N/A
Tokenless Biometric Electronic Check Transaction	Canada	Patent Application	N/A	N/A
Tokenless Biometric Electronic Check Transaction	Hong Kong	Patent Application	N/A	N/A
Tokenless Biometric Electronic Check Transaction	Mexico	Patent	228347	6/7/05
Tokenless Biometric Electronic Check Transactions	United States	Patent	6,230,148	5/8/01
Tokenless Biometric Electronic Check Transactions	United States	Patent	6,581,042	6/17/03
Tokenless Biometric Electronic Check Transactions	WO	Patent Application	N/A	N/A
Tokenless Biometric Electronic Debit and Credit Transactions	Europe	Patent Application	N/A	N/A
Tokenless Biometric Electronic Debit and Credit Transactions	Brazil	Patent Application	N/A	N/A
Tokenless Biometric Electronic Debit and Credit Transactions	Canada	Patent Application	N/A	N/A
Tokenless Biometric Electronic Debit and Credit Transactions	Mexico	Patent	224362	11/22/04
Tokenless Biometric Electronic Debit and Credit Transactions	United States	Patent	6,269,348	7/31/01
Tokenless Biometric Electronic Debit and Credit Transactions	Japan	Patent Application	N/A	N/A
Tokenless Biometric Electronic Debit and Credit Transactions	United States	Patent	6,662,166	12/9/03
Tokenless Biometric Electronic Debit and Credit Transactions	WO	Patent Application	N/A	N/A

Tokenless Biometric Electronic Financial Transactions via a Third Party Identifier	United States	Patent	6,879,966	4/12/05
Tokenless Biometric Electronic Financial Transactions via a Third Party Identifier	United States	Patent	6,950,810	9/27/05
Tokenless Biometric Electronic Rewards System	Europe	Patent Application	N/A	N/A
Tokenless Biometric Electronic Rewards System	Hong Kong	Patent Application	N/A	N/A
Tokenless Biometric Electronic Rewards System	Mexico	Patent	231988	11/9/05
Tokenless Biometric Electronic Rewards System	Brazil	Patent Application	N/A	N/A
Tokenless Biometric Electronic Rewards System	Canada	Patent Application	N/A	N/A
Tokenless Biometric Electronic Rewards System	Japan	Patent Application	N/A	N/A
Tokenless Biometric Electronic Rewards System	WO	Patent Application	N/A	N/A
Tokenless Biometric Electronic Rewards System	United States	Patent	6,012,039	1/4/00
Tokenless Biometric Electronic Stored Value Transactions	United States	Patent	6,192,142	2/20/01
Tokenless Biometric Electronic Transactions Using an Audio Signature to Identify the Transaction Processor	United States	Patent	6,920,435	7/19/05
Tokenless Biometric Electronic Transactions Using An Audio Signature To Identify The Transaction Processor	United States	Patent	6,397,198	5/28/02
Tokenless Biometric Electronic Transactions Using Audio Signature	Brazil	Patent Application	N/A	N/A
Tokenless Biometric Electronic Transactions Using Audio Signature	Canada	Patent Application	N/A	N/A
Tokenless Biometric Electronic Transactions Using Audio Signature	Hong Kong	Patent Application	N/A	N/A
Tokenless Biometric Electronic Transactions Using Audio Signature	Japan	Patent Application	N/A	N/A
Tokenless Biometric Electronic Transactions Using Audio Signature	Mexico	Patent Application	N/A	N/A
Tokenless Biometric Electronic Transactions Using Audio Signature	WO	Patent Application	N/A	N/A
Tokenless Biometric Electronic Transactions Using Audio Signature	Europe	Patent Application	N/A	N/A

Tokenless Biometric Transaction Authorization Method and System	United States	Patent	5,870,723	2/9/99
Tokenless Biometric Transaction Authorization System	United States	Patent	5,838,812	11/17/98
Tokenless Electronic Transaction System	United States	Patent Application	20070291996	N/A
Tokenless Electronic Transaction System	United States	Patent	6,985,608	1/10/06
Tokenless Electronic Transaction System	United States	Patent	6,366,682	4/2/02
Tokenless Electronic Transaction System	United States	Patent	6,594,376	7/15/03
Tokenless Identification of Individuals	United States	Patent	5,805,719	9/8/98
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	Brazil	Patent Application	N/A	N/A
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	Japan	Patent Application	N/A	N/A
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	Canada	Patent Application	N/A	N/A
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	Russian Federation	Patent Application	N/A	N/A
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	United States	Patent	5,613,012	3/18/97
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	Mexico	Patent	205149	11/12/01
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	Australia	Patent	13524/00	11/7/02
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	Austria	Patent	AT0254315E	11/15/03
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	Belgium	Patent	912959	11/12/03
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	China	Lapsed	CN1542680A	11/3/04

Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	China	Patent Application	N/A	N/A
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	Denmark	Patent	DK0912959T3	3/15/04
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	Europe	Patent Application	N/A	N/A
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	Finland	Patent	96916498.7	N/A
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	France	Patent	96916498.7	N/A
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	Germany	Patent	DE69630713T2	12/2/04
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	Ireland	Patent	96916498.7	N/A
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	Italy	Patent	96916498.7	N/A
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	Japan	Patent Application	N/A	N/A
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	Japan	Patent Application	N/A	N/A
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	Japan	Patent Application	N/A	N/A
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	Luxembourg	Patent	96916498.7	N/A
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	Monaco	Patent	96916498.7	N/A
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	Netherlands	Patent	96916498.7	N/A

Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	Portugal	Patent	96916498.7	N/A
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	Russian Federation	Patent	2263348	10/27/05
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	Sweden	Patent	96916498.7	N/A
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	Switzerland	Patent	912959	11/12/03
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	United Kingdom	Patent	96916498.7	N/A
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	United States	Patent	7,152,045	12/19/06
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	WO	Patent Application	N/A	N/A
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	Spain	Patent	ES2213774T3	9/1/04
Tokenless Security System for Authorizing Access To A Secure Computer System	United States	Patent	5,615,277	3/25/97
Use Sensitive Identification System	United States	Patent	5,802,199	9/1/98
Use Sensitive Tokenless Identification System	WO	Patent Application	N/A	N/A
System and Method for Tokenless Biometric Electronic Scrip	United States	Patent Application	20060107069	N/A
Tokenless Biometric Electronic Transactions Using an Audio Signature to Identify the Transaction Processor	United States	Patent Application	20050203841	9/15/05
Biometric Tokenless Electronic Rewards System and Method	United States	Patent Application	20060083408	4/20/06
Tokenless Biometric Electronic Financial Transactions via a Third Party Identifier	United States	Patent Application	20050187843	8/25/05

A System and Method for Processing Tokenless Biometric Electronic Transmissions Using an Electronic Rule Module Clearinghouse	United States	Patent Application	20050144133	6/30/05
System and Method for Processing Tokenless Biometric Electronic Transmissions Using an Electronic Rule Module Clearinghouse	United States	Patent Application	20050289058	12/29/05
Biometric electronic scrip	United States	Patent Application	N/A	5/18/06
System and Method for Processing Tokenless Biometric Electronic Transmissions Using An Electronic Rule Module Clearinghouse	United States	Patent Application	N/A	5/18/06
Tokenless Electronic Transaction System	United States	Patent	7,248,719	7/24/07
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	United States	Patent Application	20030105725	N/A
System and Method for Processing Tokenless Biometric Electronic Transmissions using an Electronic Rule Module Clearinghouse	United States	Patent Application	N/A	N/A
Tokenless Financial Access System	United States	Patent	7,319,987	1/15/08
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	United States	Patent Application	N/A	N/A
Tokenless Biometric ATM Access System	WO	Patent Application	N/A	N/A
Tokenless Biometric Automated Teller Machine Access System	WO	Patent Application	N/A	N/A
Tokenless Biometric Electronic Stored Value Transactions	WO	Patent Application	N/A	N/A
Tokenless Biometric Transaction Authorization Method and System	WO	Patent Application	N/A	N/A
Tokenless Electronic Transaction System	WO	Patent Application	N/A	N/A
Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	Hong Kong	Patent Application	N/A	N/A
Identification of Individuals from Association of Finger Pores and Macrofeatures	WO	Patent Application	N/A	N/A

TRADEMARKS AND APPLICATIONS

MARK	COUNTRY	TYPE	REG. NO./SERIAL NO.	REG. DATE
INDIVOS	United States	Trademark Application	76280782	N/A
INDIVOS	European Council	Registered Trademark	2517829	10/10/2003

OWNER: PAY BY TOUCH CHECKING RESOURCES, INC.


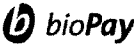

PATENTS AND APPLICATIONS

Title	Country	Patent No.	Publication No.
System and Method for Biological Authorization for Financial Transactions	United States	NA	20040034598
System and Method for Biological Authorization for Financial Transactions	United States	NA	20030061172
System and Method for Automated Binning and Automatic Data Entry of Centralized Returns	United States	NA	20040078311
System and Method for Verifying Identity	United States	NA	NA
System and Method for Biometric Authorization of Age-Restricted Transactions Conducted at an Unattended Device	United States	NA	20040153421
System and Method for Enrolling in a Biometric System	United States	NA	NA
System and Method for Registering Augmenting Information in a Biometric System	United States	NA	NA
System and Method for Enrolling in a Biometric System	United States	NA	NA
System and Method for Delaying Payment Processing for Biometrically-Initiated Financial Transactions	United States	NA	NA
System and Method for Biometrically-Initiated Refund Transactions	United States	7,082,415	NA
System and Method for Upgrading Biometric Data	United States	NA	NA
System and Method for a Biometric Tab	United States	NA	NA
System and Method for Providing A Line of Credit	United States	NA	NA
System and Method for Activating Financial Tokens Via Biometric Recognition	United States	NA	NA
System and Method for Enrolling in a Biometric System	United States	NA	NA
A System and Method for Dispensing Value	United States	NA	NA
System and Method for Employing User Information	United States	NA	NA
System and Method for Authorizing Background Checks	United States	NA	NA

Title	Country	Patent No.	Publication No.
A System and Method for Stand-In Processing	United States	NA	NA
A System and Method for Negotiable Instrument Cashing System Incentives	United States	NA	NA
A System and Method for Purchase Benefits at a Point of Sale	United States	NA	NA
A System and Method for Enhancing the Functionality of a User Record in a Biometric System	United States	NA	NA
A System and Method for Tracking a Mobile Worker	United States	7,004,389	NA
A System and Method for Providing Non-Biometric Access to Users of a Biometric Authorization System	United States	NA	NA
System and Method for Background Checks and Access Control	United States	NA	NA
System and Method for Renting a Vehicle	United States	NA	NA
A System and Method for Categorizing Transactions	United States	NA	NA
A System and Method for Categorizing Transactions	United States	NA	NA
System and Method for Offering In-Lane Periodical Subscriptions	United States	NA	NA
System and Method for Biometric Signature Authorization	United States	NA	NA
System and Method for Providing Supplementary Restaurant Services	United States	NA	NA
System and Method for Operating a Parking Facility	United States	NA	NA
System and Method for Prepaid Biometric Redemption Accounts	United States	NA	NA
System and Method for Biometrically-Initiated Refund Transactions	United States	NA	NA
Fraud Deterrence System for Unattended Financial Token Transactions	United States	NA	NA
System and Method for Verifying Identity	United States	NA	NA
A System and Method for Tracking a Mobile Worker	United States	NA	NA
System and Method for Biometric Authorization for Financial Transactions	United States	NA	20060265602

Title	Country	Patent No.	Publication No.
System and Method for Biometric Authorization for Financial Transactions	United States	NA	20030061172
A System and Method for Encouraging Use of a Biometric Authorization System	United States	NA	NA
System and Method for Transferring Biometrically Accessed Redemption Rights for Products and Services	United States	NA	20070288319
System and Method for Biometric Authorization for Age Verification	United States	NA	20030177102
System and Method for Transferring Biometrically Accessed Redemption Rights for Products and Services	United States	NA	NA
A System and Method for Encouraging Use of a Biometric Authorization System	United States	NA	NA

TRADEMARKS

Mark	Country	Class	App. No.	Reg. No.
B BIOPAY & Design 	United States	45	78754183	3145568
BACCESS	United States	9, 45	76520533	2944558
BCHECK	United States	36	78134416	2745314
BIOBUCKS	United States	36	78185124	2818478
BIOPAY	United States	42	75824850	2488937
BIOPAY	United States	45	78455826	3053587
BIOPAY (stylized) 	United States	45	78470279	3053738
BIOPAY PAYCHECK SECURE & Design 	United States	9, 45	78768576	3217340
BIOPAY	Canada	45	NA	NA
BIOPAY ¹	Mexico	42	888162	6/24/05

¹ The owner listed is BioPay, LLC.

THE SMART SECURE WAY TO PAY	United States	36	78134405	2745313
--------------------------------	---------------	----	----------	---------

COPYRIGHTS

Registration Number: TXu-1-186-971
Title: BioPay payments.
Description: Computer program.
Note: Printout only deposited.
Claimant: acBioPay, LLC
Created: 2004
Registered: 24Jun04
Special Codes: 1/B

Registration Number: TXu-1-260-381
Title: BioPay in-store Web enrollment user manual.
Description: 108 p.
Claimant: acBioPay, LLC
Created: 2005
Registered: 30Aug05
Special Codes: 1/B

OWNER: SEVEN ACQUISITION SUB, LLC.

PATENTS AND APPLICATIONS

NAME	COUNTRY OF FILING	APPLICATION TYPE	REG. /APP. NUMBER	REG. DATE
High-Precision Customer-Based Targeting by Individual Usage Statistics	United States	Patent Application	20050010472	N/A

(2) Following is a list of Owned Intellectual Property licensed from other sources:

<i>Assignor</i>	<i>IP Material</i>	<i>Effective Date</i>
Electro Check, Inc.	Trademark #2488937 - "BioPay"	6/20/2001

The Sellers are a party to the following license agreements:

Adobe	Acrobat	Tool for preparing WYSIWIG documents
AllAround Automations	PL/SQL Developer (50 Users)	Oracle Database Development and Query Tool
Apache	Apache Web Server	Web Server for RT Ticket
Attachmate/WRQ	Reflection	Terminal Emulation / FTP Client
Best Practical	RT (Request Tracker) 3.6.5	Issue tracking software
BlackBerry	Blackberry Enterprise Server	Blackberry Server
Check Point	NGX R62	Firewall administration
Cisco	Cisco ACS	Access Control Server
Cisco	VPN client	Remote Access
Citrix	Citrix	Citrix Server
Component Art	Web.UI 2006.1 for ASP.NET	ASP.NET components
Computer Associates	CA Erwin Modeling Suite	Database Modeler, Process Modeler
Dovico	Timesheet	Time tracking software
Embarcadero Technologies	DBArtisan	Oracle Database Administration Tool
EVault	EVault	EVault Disk-to-Disk Backup
GFi	GFi Landguard	File Integrity Software
HP	HP-Tru-64	Operating system software
Hummingbird	Exceed, Secure Shell	Terminal Emulation, SSH
Imail	IMAIL 2006	SMTP Server
Imperva	Websphere Secure	Application-layer Firewall and Intrusion Prevention System
Ingrian	DataSecure	Encrypt sensitive data. (Sensitive data is defined as card numbers.)
Ipswitch	WS_FTP Pro	FTP software
KeePass	KeePass Password Safe	Encrypted Password Database
Kiwi Enterprises	Cat Tools	Cisco device configuration collection, archival and reporting
Linux	Linux OS	Operating System
Linux	Redhat Linux	Linux Server
Microsoft	SQL Server	Standard DBMS for Windows
Microsoft	Visual Studio Team Editions	Developer / Tester / Architect suites for .NET application development
Microsoft	Exchange	Corporate e-mail
Microsoft	Office	Standard software suite
Microsoft	Project	Project Management
Microsoft	Visio	Design and documentation

Microsoft	Windows 2003 Server	Standard Server OS
Microsoft	Windows Terminal Server	Remote System Access
Microsoft	Windows XP	Standard desktop operating system
Mozilla	Firefox	Alternate web browser
Mozilla	FileZilla FTP Server/Client	FTP Server/Client
MYSQL	MySql	MySql
Oracle	Oracle DBMS	Relational DBMS for HP-UX
PatchLink	Update	Software updates
Persists	Asp Email sender	VB Component for sending email from classic ASP
PGP	PGP Desktop	Encryption of inbound / outbound sensitive files (non-Production use)
PuTTY	PuTTY	SSH client
Quest	Toad	Oracle system management
Radionics	ReadyKey	Badge server
code4ward	Royal TS	Terminal Services Client
RSA	RSA SecurID	Two-factor authentication
Snort	Snort 2.6.1	Intrusion detection service
Roxio	Roxio Easy Cd Creator	CD / DVD burning software
Sterling Commerce	Connect:Direct	Used to transmit files to and from FDR / Merrick
Sun	Java RTE	Runtime engine
Symantec	Anti-Virus Enterprise	AV management for Windows systems
Symantec	Backup Exec	Data backup / archival / recovery
Symantec	Ghost	Workstation / Server imaging for system management / deployment
TeraTerm	TeraTerm	Telnet, SSH client
TripWire	TripWire	File Integrity Software
VMWare	VMWare Server	Virtual Server management
VMWare	VMWare ESX Server	Virtual Server management
VNC	VNC Client	XWindows Client
What's Up Gold	What's Up Gold Premium 11	Systems/Network monitoring Visual text file differencing and merging tool
WinMerge	WinMerge	Visual text file differencing and merging tool
winscp400	winscp400	SFTP Client
WinZip	WinZip	File compression / encryption
Wireshark	Network Protocol Analyzer, Notepad ++	Reviewing network captures

The Sellers are also parties to the following agreements related to Intellectual Property rights:

Name of Document	Party 1	Party 2	Date
Addendum to NCR Master Agreement	Solidus Networks Inc	NCR Corporation	12/20/2005
Agreement	TASQ Technology Inc	Pay By Touch	7/2/2004
Agreement on Assignments of Work	Vignette Enterprises	Solidus Networks Inc	6/1/2006

Name of Document	Party 1	Party 2	Date
Alliance Agreement	Retalix Inc.	Solidus Networks Inc	9/20/2005
Business Development Agreement	Solidus Networks Inc	Accenture LLP	10/21/2005
Commercial Application & Maintenance Agreement	MCI Worldcom	BioPay LLC	3/30/2001
Compatible Product Development & Marketing Agreement	Solidus Networks Inc	Verifone Inc	5/6/2005
Consulting Agreement	PBT Payment Solutions	Oracle Consulting	date unknown
Consulting Agreements	Solidus Networks, Inc.	Better Buy Design	Feb-06
Consulting Agreements	Solidus Networks, Inc.	eSmart Solutions	Jan-06
Contractor Agreement	Kornher Associates	Solidus Networks	8/14/2006
Contractor Agreement	Blackstone Consulting	Solidus Networks	9/13/2006
Contractor Agreement	Exadel Inc	Solidus Networks	9/13/2006
Corporate Master Agreement	Vignette Enterprises	Solidus Networks Inc	12/31/2005
Development Purchase and Services Agreement	Solidus Networks Inc	Xperex Corporation	11/30/2005
DSI Dealer Agreement	Solidus Networks Inc	Data Systems Inc.	5/17/2006
General	AT&T/SBC	Solidus Networks, Inc.	Dec-05
General	Verizon	Solidus Networks, Inc.	Mar-06
General	ARIN	Solidus Networks, Inc.	May-06
General	Carrolton Bank	Solidus Networks, Inc.	Dec-05
General	PULSE Network	Solidus Networks, Inc.	May-05
General	FiServ	Solidus Networks, Inc.	Jan 2005; Aug 2005
General	Iron Mountain	Solidus Networks, Inc.	Nov-05
General	123Domains	Solidus Networks, Inc.	Dec-05
General	Omnis Domain	Solidus Networks, Inc.	Jan-06
General Terms and Conditions for Employee Brokerage Services	E*trade Financial	Pay By Touch	10/5/2005
Gilbarco			
HP Customer Agreement	Hewlett Packard	Solidus Networks Inc	4/25/2006
ICA	Solidus Networks Inc	Pixometrix Inc (Jalili)	11/16/2005
IDEO Services Agreement	Ideo	Solidus Networks Inc	12/21/2005
Kiosk Administrator's License	St Clair Interactive		
Kiosk Roles and Permissions Project	Entology	PBT Business Systems	5/15/2006

Name of Document	Party 1	Party 2	Date
Letter Agreement - Interim Negotiation Letter	Solidus Networks Inc	IBM	9/12/2006
Master Installation Services Agreement	Solidus Networks Inc	SAM Group Inc.	11/13/2005
Master License Agreement	Title Software Inc	Solidus Networks Inc	3/31/2006
Master Services Agreement	Channelforce Inc	Pay By Touch	10/26/2005
Master Services Agreement	World Class International	Solidus Networks Inc	10/26/2005
Master Services Agreement	Arrow Electronics, Inc.	Solidus Networks, Inc.	11/17/2006
Merchant Agreements	Solidus Networks Inc	JPaul	Apr-06
Merchant Agreements	Solidus Networks Inc	2CheckOut.com	3/29/2006
NCR Master Agreement	Solidus Networks Inc	NCR Corporation	11/7/2005
PartnerWord Software Usage Attachment	IBM		unsigned web based terms and conditions
Patent Acquisition Agreement	Solidus Networks Inc	Reza Jalili (as Seller)	11/16/2005
PBT Services Agreement	Solidus Networks Inc	Bridge Design Inc.	8/29/2006
PBT Services Agreement	Solidus Networks, Inc.	Koster Group	unsigned by Koster Group signed by PBT on 8/9/06
PBT Solutions Referral and Support Agreement	Solidus Networks Inc	A3 Solutions	6/26/2006
Project Agreement and Estimage	Solidus Networks Inc	Nyquist Design	2/10/2006
Purchase Order Form	Extrade Financial	Pay By Touch	10/5/2005
Sagem Morpho Reseller Agreement		Solidus Networks, Inc.	1/26/2007
Service Provider Agreement	Friedman & Associates	Solidus Networks Inc	1/18/2006
Softrax Software License and Services Agreement	Softrax Corporation	Solidus Networks, Inc.	7/31/2006
Software License	GWI	Solidus Networks, Inc.	Aug-06
Software License	GFI	Solidus Networks, Inc.	Jul-06
Software License	IPSwitch	Solidus Networks, Inc.	Mar-06
Software License	Verisign	Solidus Networks, Inc.	Apr-06
Software License	Mosaic Software	Solidus Networks, Inc.	Nov 2005; Sept 2006
Software License	Red-Gate SQL tools	Solidus Networks, Inc.	Mar-06
SOW for Services	IBM	Pay By Touch	12/8/2002

Name of Document	Party 1	Party 2	Date
Stored Value Card Services Agreement	WildCard Systems Inc.	Solidus Networks Inc	** not yet signed by WildCard Systems Inc.
Supply Agreement	Solidus Networks Inc	Cogent Systems Inc	5/6/2005
Support/Maintenance	Solidus Networks, Inc.	NEC Maintenance	Apr-06
Support/Maintenance	Solidus Networks, Inc.	Dallas Security Systems	
Support/Maintenance	Solidus Networks, Inc.	Internet Security Systems	Dec-05
Support/Maintenance	Solidus Networks, Inc.	Complete Power Technologies	May-06
Support/Maintenance	Solidus Networks, Inc.	Morse-Watchman	Jul-06
Support/Maintenance	Solidus Networks, Inc.	DELL	Dec-05
Support/Maintenance	Solidus Networks, Inc.	HP	Aug-06
Support/Maintenance	Solidus Networks, Inc.	TrustWave	Aug-06
Support/Maintenance	Solidus Networks, Inc.	TD Industries	Sep-05
Support/Maintenance	Solidus Networks, Inc.	Simplex Grinnel	Sep-05
Teaming Agreement	NorthTec	Pay By Touch	3/8/2004
Technology Evaluation Agreement	Digital Persona Inc.	Solidus Networks Inc	5/5/2006
Vendor Agreement	DSS	Solidus Networks, Inc.	Sep-05
Vendor Services Agreement	Solidus Networks Inc	Studio RED Inc.	8/12/2006
Vendor Services Agreement	Solidus Networks Inc	Broad Street Software Group	9/18/2006
Vignette Products & Services Enterprise License Schedule	Vignette Enterprises	Solidus Networks Inc	12/30/2005

See Settlement Agreement and Release among Solidus and certain of its other subsidiaries, Biometric Payment Solutions, Inc., certain equityholders of Biometric Payment Solutions, Inc. and certain lenders to Solidus.

The Sellers are parties to the following additional licenses:

Acrobat Adobe Systems Incorporated 345 Park Avenue San Jose, CA 95110-2704	Tool for preparing WYSIWIG documents	Software License
---	--------------------------------------	------------------

HP-Tru-64 Hewlett-Packard Company 3000 Hanover Street Palo Alto, CA 94304-1185 USA	Operating system software	Software License
RT (Request Tracker) 3.6.5 Best Practical Solutions, LLC PO Box 441333 Somerville, MA 02144	Issue tracking software	Software License
Web.UI 2006.1 for ASP.NET ComponentArt Inc. 511 King Street West, Suite 400 Toronto, Ontario M5V 1K4 Canada	ASP.NET components	Software License

SCHEDULE 5.1.6.B

Intellectual Property Litigation Claims

All litigation against the Sellers is automatically stayed pursuant to Section 362 of the Bankruptcy Code.

Reference is made to the Whorl Claim.

(A) *Indivos Corp. v. Ned Hoffman, Excel Innovations, Inc. d/b/a Excel Corp.*, AAA Case No. 74 199 00671 03 SAT (pending); (B) *Excel Innovations, Inc., v. Indivos Corp. and Solidus Networks, Inc.*, Case No. 03-03125, (N.D. CA, pending) (In its First Amended Complaint, Excel Innovations, alleges patent infringement, claims that it owns the patents and that the patents were never transferred to Indivos, and seeks reversion of the underlying patents pursuant to allegations of improper assignment of the patent rights. In its partial summary judgment order, the court adjudicated in favor of defendants Excel's claims of improper assignment of the patent rights and found that Indivos and Solidus, not Excel, own the patents. In July 2006, Indivos and Solidus also filed a motion for terminating sanctions against Excel on the grounds that it and Hoffman deliberately fabricated, altered, concealed and destroyed evidence and committed forgery and perjury. The presiding Magistrate Judge has issued a report to the presiding District Judge recommending dismissal of Excel's claims with prejudice as a sanction for its discovery misconduct. Excel has objected to the recommendation, and the presiding Judge took the recommendation and Excel's objections under advisement. As a result of Solidus' bankruptcy, in January 2008, the Court stayed further proceedings on Excel's claims, including the motion for sanctions, pending Solidus' bankruptcy. Excel also filed cross-counterclaims against defendants in the case which it then moved to dismiss; these alleged declaratory relief with respect to ownership of the patents, breach of contract and fraud, and sought rescission of any agreements relied upon by Indivos or Solidus as the basis for their ownership of the patents. The court granted with prejudice Excel's motion to dismiss its own cross-counterclaims. Excel's remaining claims thus seek compensatory and treble damages arising from defendants' purported infringement and, were it to pursue an appeal, Excel could seek reversion of the underlying Indivos patents.) (this case is referred to as the "**Indivos Patent Case**"); (C) *In re Excel Innovations, Inc.*, Case No. 04-53874-ASW11 (U.S. Bankr'y Ct., N.D. CA, San Jose Div., pending) (bankruptcy action by Excel Innovations, Inc., of which Ned Hoffman is a major investor); (D) *Indivos Corporation and Solidus Networks, Inc. v. Excel Innovations, Inc.*, (U.S. Bankr'y Ct., N.D. CA, Adv. Proc. No. 06-5048, filed March 24, 2006) (Excel filed a third-party complaint against Larry Ginsburg, David Mendelsohn and Hal Silen alleging, among other things, specific performance, breach of contract, breach of fiduciary duty and accounting irregularities. Ginsburg, Mendelsohn and Silen are sued in their capacity as co-trustees of the June 16, 2000 Voting Trust and Standstill Agreement that Ned Hoffman and Excel entered into with Smart Touch (later renamed Indivos), Solidus will indemnify these co-trustees conditioned upon the trustees' seeking indemnification from Ned Hoffman pursuant to terms of the Voting Trust and Standstill Agreement); and (E) *Excel Innovations, Inc. v. Indivos Corporation, Solidus Networks, Inc. and US Bank National Association aka US Bank*, (U.S. Bankr'y Ct., N.D. CA, Adv. Proc. No. 04-5217, filed June 18, 2004) (In the complaint, Excel seeks payment of stock proceeds it each claims is due as a result of the Solidus' acquisition of Indivos. We have answered Excel's adversary complaint for payment of stock proceeds, asserting affirmative defenses of, among other things, setoff and recoupment. On February 17, 2006, Excel filed a summary judgment motion, requesting turnover of the stock proceeds. In April 2006, the Bankruptcy Court denied in operative part Excel's motion and refused Excel's request that it order us to turn over the stock proceeds to Excel. The case is currently stayed pending resolution of the Indivos Patent Case).

On October 5, 2006, Solidus received a letter from FusionArc alleging that Solidus is infringing FusionArc's U.S. patent no. 6,928,546 (the "**546 Patent**"). On October 31, 2006, FusionArc filed suit in the U.S. District Court for the Northern District of California claiming that Solidus is infringing

FusionArc's patent. See FusionArc, Inc. v. Solidus Networks, Inc., No. 3:06-cv-06760-EDL (N.D. CA, filed October 31, 2006, pending). Solidus filed an Amended Answer, Affirmative Defenses and Counterclaims on December 21, 2006, which in part denies infringement and alleges that FusionArc's patent is invalid and unenforceable. The parties have been engaged in document discovery on issues related to FusionArc's allegations and the validity and unenforceability of the '546 Patent, engaged in mediation pursuant to the Court's order to resolve the dispute, and agreed to stay proceedings pending expected issuance of additional patent claims by FusionArc. Solidus is awaiting FusionArc's decision to reinstate the lawsuit.

Solidus issued patent notification letters to various companies, including BioPay, LLC, Biometric Access Corporation and Agilysis, Inc..

In the ordinary course of business, Solidus may discover third party patent applications that, it believes, interferes with Solidus's own patent portfolio. In such circumstances, Solidus may attempt to provoke an interference at the United States Patent Office by filing patent applications.

During the course of business, Solidus may receive communication from third parties regarding partnership or sale opportunities with respect to Owned Intellectual Property. Recent such communications include communications from LML Payment Systems, Inc. and Vigilos.

As part of its monitoring activities, Solidus regularly identifies third parties that may be infringing, misappropriating or otherwise violating Owned Intellectual Property and depending upon the circumstances assesses the appropriate business actions to be taking in light of investigations. Solidus currently has several of such analyses ongoing. Solidus has sent notification letters to various companies, including BioPay, LLC (whose assets have now been acquired by a subsidiary of Solidus), Biometric Access Corporation and Agilysis, Inc.

On December 13, 2007, Solidus received a letter from Green Hills Farm Store which is demanding Solidus to cease and desist in using Green Hills' name or otherwise referencing Green Hills and/or data and other information generated from Green Hills' operations in any its materials provided for marketing and potential investors. Solidus is currently evaluating matter before preparing a response to the letter.

See Settlement Agreement and Release among Solidus and certain of its other subsidiaries, Biometric Payment Solutions, Inc., certain equityholders of Biometric Payment Solutions, Inc. and certain lenders to Solidus.

SCHEDULE 5.1.6.C

Rights Granted to Third Parties

In connection with the disposition of Solidus' "PayCheck Secure" business, Solidus intends to grant the purchaser of such business a non-exclusive, perpetual, irrevocable, fully-paid right and license to any and all Intellectual Property in which Solidus or PBTCL have United States rights, to conduct such business as it is presently being conducted. Solidus may enter into similar licenses with the purchasers of certain of Solidus' other businesses.

Solidus previously granted to Sperry & Hutchinson Company, Inc., its indirect wholly-owned subsidiary, a license to use certain of Solidus' Intellectual Property in connection with the SmartShop program (the "SmartShop Intellectual Property") during a pilot program at a particular retailer. The license has since expired.

Solidus grants to customers nonexclusive licenses to use certain of its software in the ordinary course of business.

SCHEDULE 5.1.6.D

Free and Clear Owned Intellectual Property

Whorl, LLC (fka BioPay, LLC) has claimed a Lien on the stock in PBTCR owned by Solidus, and has asserted that, as a result of rights allegedly held pursuant to a Pledge Agreement with Solidus, Whorl holds the sole right to vote the stock of PBTCR. Whorl has filed a motion to dismiss the bankruptcy case of PBTCR on the grounds, among others, that PBTCR was not authorized to file a petition under the Bankruptcy Code as a consequence of Whorl's alleged rights to vote the stock of PBTCR. On February 26, 2008, the Bankruptcy Court denied Whorl's motion (Docket No. 420). Whorl has appealed the Bankruptcy Court's decision to the Bankruptcy Appellate Panel of the Ninth Circuit. If the Bankruptcy Appellate Panel reverses the decision of the Bankruptcy Court, the Debtors may not have authority to direct the transfer of the assets held by PBTCR pursuant to this Agreement (referred to herein as the "*Whorl Claim*").

In connection with the Indivos Patent Case, were it to pursue an appeal, Excel could seek reversion of the underlying Indivos patents.

SCHEDULE 5.1.7

Insurance

Solidus has domestic package, automobile, umbrella, worker's compensation, international automobile, foreign voluntary worker's compensation, errors and omissions, directors and officers and employee practices liability insurance policies with coverage customary for companies similarly situated to Solidus. Solidus has obtained replacement D&O insurance coverage for the period November 1, 2007 through November 1, 2008, the premium for which must be paid within 20 days of invoice.

Schedule A

Patents - US						
	Title	Patent #	Filing Date	Issue Date	Main Concept	Field
1	Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	5,613,012	5/17/95	3/18/97	Authentication	Biometric Transactions
2	Tokenless Security System for Authorizing Access to a Secure Computer System	5,615,277	11/28/94	3/25/97	Authentication	Biometric Authentication
3	Anti-Fraud Biometric Scanner that Accurately Detects Blood Flow	5,737,439	10/29/96	4/7/98	Fingerprint Capture	Biometric Authentication
4	Tokenless Biometric ATM Access System	5,764,789	9/27/96	6/9/98	Financial Transactions	Biometric Transactions
5	Use Sensitive Identification System	5,802,199	3/17/97	9/1/98	Authentication	Biometric Authentication
6	Tokenless Identification of Individuals	5,805,719	3/18/97	9/8/98	Authentication	Biometric Authentication
7	Tokenless Biometric Transaction Authorization System	5,838,812	7/25/96	11/17/98	Financial Transactions	Biometric Transactions
8	Tokenless Biometric Transaction Authorization System and Method	5,870,723	8/29/96	2/9/99	Financial Transactions	Biometric Transactions
9	Identification of Individuals from Association of Finger Pores and Macrofeatures	5,982,914	7/29/97	11/9/99	Authentication	Fingerprint Matching
10	Tokenless Biometric Electronic Rewards System	6,012,039	2/5/99	1/4/00	Incentives	Biometric Transactions
11	Pressure Sensitive Biometric Input Apparatus	6,131,464	6/16/98	10/17/00	Fingerprint Capture	Biometric Authentication
12	Tokenless Biometric ATM Access System	6,154,879	2/5/99	11/28/00	Financial Transactions	Biometric Transactions
13	Tokenless Biometric Electronic Stored Value Transactions	6,192,142	2/2/99	2/20/01	Financial Transactions	Biometric Transactions
14	Tokenless Biometric Electronic Check Transactions	6,230,148	1/29/99	5/8/01	Financial Transactions	Biometric Transactions
15	Tokenless Biometric Electronic Debit and Credit Transactions	6,269,348	1/29/99	7/31/01	Financial Transactions	Biometric Transactions
16	Tokenless Electronic Transaction System	6,366,682	10/30/98	4/2/02	Financial Transactions	Biometric Transactions
17	Tokenless Biometric Electronic Transactions Using an Audio Signature to Identify the Transaction Processor	6,397,198	7/20/99	5/28/02	Financial Transactions	Biometric Transactions
18	Association of Finger Pores and Macrofeatures for Identification of Individuals	6,411,728	6/10/99	6/25/02	Authentication	Biometric Authentication
19	Tokenless Biometric Electronic Check Transactions	6,581,042	5/30/01	6/17/03	Financial Transactions	Biometric Transactions
20	Association of Finger Pores and Macrofeatures for Identification of Individuals	6,591,002	5/9/02	7/8/03	Authentication	Fingerprint Matching
21	Tokenless Electronic Transaction System	6,594,376	4/1/02	7/15/03	Financial Transactions	Biometric Transactions
22	Tokenless Biometric Electronic Debit and Credit transactions	6,662,166	6/11/01	12/9/03	Financial Transactions	Biometric Transactions
23	Tokenless Biometric Electronic Financial Transactions via a Third Party Identifier	6,879,966	3/22/01	4/12/05	Financial Transactions	Biometric Transactions
24	Tokenless Biometric Electronic Transactions Using an Audio Signature to Identify the Transaction Processor	6,920,435	4/10/02	7/19/05	Financial Transactions	Biometric Transactions
25	Tokenless Biometric Electronic Financial Transactions via a Third Party Identifier	6,950,810	12/6/00	9/27/05	Financial Transactions	Biometric Transactions
26	Biometric Tokenless Electronic Rewards System and Method	6,980,670	2/26/01	12/27/05		Biometric Transactions
27	Tokenless Electronic Transaction System	6,985,608	7/14/03	1/10/06	Financial Transactions	Biometric Transactions
28	Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	7,152,045	9/10/02	12/19/06	Authentication	Biometric Transactions
29	Tokenless Electronic Transaction System	7,248,719	10/7/05	7/24/07	Financial Transactions	Biometric Transactions
30	Tokenless Financial Access System	7,319,987	12/17/98	1/15/08	Financial Transactions	Biometric Transactions
31	Data Entry Pad	D425,873	11/25/98	5/30/00	Financial Transactions	Biometric Payment Terminal
32	System and Method for Tracking a Mobile Worker	7,004,389	1/13/05	2/28/06	Authentication	Biometric Authentication
33	System and Method for Biometrically-Initiated Refund Transactions	7,082,415	4/22/04	7/25/06	Financial Transactions	Biometric Transactions
34	System and Method for Tracking a Mobile Worker	7,185,807	2/2/06	3/6/07	Authentication	Biometric Authentication
35	System and Method for Biometric Authorization for Financial Transactions	7,269,737	9/20/02	9/11/07	Financial Transactions	Biometric Transactions
36	System and Method for Enrolling in a Biometric System	7,367,049	12/22/03	4/29/08	Enrollment	Biometric Authentication
37	System and Method for Activating Financial Tokens Via Biometric Recognition	7,389,269	5/19/04	6/17/08	Authentication	Biometric Authentication
38	System and Method for Purchase Benefits at a Point of Sale	11/005,079 Allowed	12/7/04		Incentives	Biometric Transactions
39	System and Method for Categorizing Transactions	11/076,892 Allowed	3/11/05		Financial Transactions	Biometric Transactions

Patent Applications - US						
	Title	Appln. #	Filing Date	Pub. Status	Main Concept	Field
1	System and Method for Processing Tokenless Biometric Electronic Transactions Using an Electronic Rule Module Clearinghouse	09/398,914	9/16/99	Unpublished	Authentication	Biometric Authentication
2	System and Method for Tokenless Biometric Authorization of Electronic Communications	09/639,948	8/17/00	Unpublished	Authentication	Biometric Authentication
3	Biometric Financial Transaction System and Method	09/871,241	5/30/01	Unpublished	Financial Transactions	Biometric Transactions
4	Tokenless Identification System for Authorization of Electronic Transactions and Electronic Transmissions	10/056,982	1/23/02	Unpublished	Authentication	Biometric Transactions
5	System and Method for Processing Tokenless Biometric Electronic Transmissions Using an Electronic Rule Module Clearinghouse	11/048,567	1/31/05	Published	Authentication	Biometric Authentication
6	Tokenless Biometric Financial Transactions Via a Third Party Identifier	11/109,096	4/18/05	Published	Financial Transactions	Biometric Transactions
7	System and Method for Processing Tokenless Biometric Electronic Transmissions Using an Electronic Rule Module Clearinghouse	11/198,121	8/4/05	Published	Authentication	Biometric Authentication
8	System and Method for Tokenless Biometric Electronic Scrip	11/321,138	12/28/05	Published	Incentives	Biometric Transactions
9	System and Method for Processing Tokenless Biometric Electronic Transmissions Using an Electronic Rule Module Clearinghouse	11/321,114	12/28/05	Published	Authentication	Biometric Authentication
10	Tokenless Electronic Transaction System	11/763,334	6/14/07	Published	Financial Transactions	Biometric Transactions
11	System and Method for Biological Authorization for Financial Transactions	09/765,789	1/19/01	Published	Financial Transactions	Biometric Transactions
12	System and Method for Automated Binning and Automatic Data Entry of Centralized Returns	10/277,017	10/21/02	Published	Financial Transactions	Check Processing
13	System and Method for Verifying Identity	10/464,148	6/18/03	Unpublished	Authentication	Biometric Authentication
14	System and Method for Enrolling in a Biometric System	10/678,646	10/6/03	Unpublished	Enrollment	Biometric Authentication
15	System and Method for Registering Augmenting Information in a Biometric System	10/725,394	12/3/03	Unpublished	Enrollment	Biometric Authentication
16	System and Method for Delaying Payment Processing for Biometrically-Initiated Financial Transactions	10/775,079	2/11/04	Unpublished	Financial Transactions	Biometric Transactions
17	System and Method for Upgrading Biometric Data	10/840,239	5/7/04	Unpublished	Authentication	Biometric Authentication
18	System and Method for Enrolling in a Biometric System	10/861,864	6/7/04	Unpublished	Enrollment	Biometric Authentication
19	System and Method for Dispensing Value	10/891,503	7/15/04	Unpublished	Financial Transactions	Check Cashing
20	System and Method for Employing User Information	10/910,514	8/3/04	Unpublished	Enrollment	Biometric Authentication
21	System and Method for Authorizing Background Checks	10/910,515	8/3/04	Unpublished	Enrollment	Biometric Authentication
22	System and Method for Stand-In Processing	10/920,245	8/18/04	Unpublished	Authentication	Biometric Authentication
23	System and Method for Negotiable Instrument Cashing Incentives	10/983,786	11/9/04	Unpublished	Incentives	Check Cashing
24	System and Method for Enhancing the Functionality of a User Record in a Biometric System	11/034,054	1/13/05	Unpublished	Enrollment	Biometric Authentication
25	System and Method for Providing Non-Biometric Access to Users of a Biometric Authorization System	11/034,056	1/13/05	Unpublished	Enrollment	Biometric Authentication
26	System and Method for Renting a Vehicle	11/076,851	3/11/05	Unpublished	Financial Transactions	Biometric Transactions
27	System and Method for Categorizing Transactions	11/076,891	3/11/05	Unpublished	Financial Transactions	Biometric Transactions
28	System and Method for Offering In-Lane Periodical Subscriptions	11/076,893	3/11/05	Unpublished	Financial Transactions	Biometric Transactions
29	System and Method for Biometric Signature Authorization	11/123,111	5/6/05	Unpublished	Authentication	Biometric Authentication
30	System and Method for Providing Supplementary Restaurant Services	11/128,312	5/13/05	Unpublished	Authentication	Biometric Transactions
31	System and Method for Operating a Parking Facility	11/141,033	6/1/05	Unpublished	Authentication	Biometric Transactions
32	System and Method for Prepaid Biometric Redemption Accounts	11/187,636	7/25/05	Unpublished	Financial Transactions	Biometric Transactions
33	System and Method for Biometrically-Initiated Refund Transactions	11/284,156	11/22/05	Unpublished	Financial Transactions	Biometric Transactions
34	Fraud Deterrence System for Unattended Financial Token Transactions	11/304,785	12/16/05	Unpublished	Financial Transactions	Biometric Transactions
35	System and Method for Verifying Identity	11/304,786	12/16/05	Unpublished	Authentication	Online Authentication
36	System and Method for Biometric Authorization for Financial Transactions	11/457,901	7/17/06	Unpublished	Financial Transactions	Biometric Transactions
37	System and Method for Biometric Authorization for Financial Transactions	11/482,646	7/7/06	Unpublished	Financial Transactions	Biometric Transactions
38	System and Method for Biometric Authorization for Age Verification	11/682,064	3/6/07	Unpublished	Age Verification	Biometric Transactions
39	System and Method for Transferring Biometrically Accessed Redemption Rights for Products and Services	11/830,994	7/31/07	Unpublished	Financial Transactions	Biometric Transactions
40	A System and Method for Encouraging Use of a Biometric Authorization System	11/831,096	7/31/07	Unpublished	Incentives	Mobile Transactions
41	System and Method for Enrolling in a Biometric System	12/110,968	4/28/08	Unpublished	Enrollment	Biometric Authentication
42	System and Architecture for Merchant Integration of a Biometric Payment System	11/421,451	5/31/06	Published	Authentication	Biometric Transactions
43	Method and System for Providing Household Information to Multiple Merchants	11/421,458	5/31/06	Published	Incentives	Rewards Program
44	Electrostatic Discharge Structure for a Biometric Sensor	11/459,403	7/24/06	Published	Fingerprint Capture	Biometric Authentication
45	Method and System for Providing Biometric Authentication at a Point-of-Sale via a Mobile Device	11/566,987	12/5/06	Published	Financial Transactions	Mobile Transactions
46	Method and System for Providing On-Line Authentication Utilizing Biometric Data	11/669,530	1/31/07	Published	Authentication	Online Authentication
47	Method of Distributing Information Via Mobile Devices and Enabling its Use at a Point of Transaction	11/873,133	10/17/07	Published	Incentives	Mobile Transactions
48	Apparatus and Methods for Testing Biometric Equipment	12/074,569	3/5/08	Unpublished	Biometric Testing	Biometric Authentication

Patent Applications - US

	Title	Appln. #	Filing Date	Pub. Status
1	High-Precision Customer-Based Targeting by Individual Usage Statistics	10/616,846	7/8/03	Published
2	Process for Creating and Disseminating Marketing Initiatives to Specific Consumers or Specific Consumer Groups	11/283,202	11/18/05	Published
3	Method and Device for Loyalty Program Enrollment and Dispensing of Loyalty Cards	11/352,778	2/13/06	Published
4	Method and Device for Dispensing and Purchasing Customized Gift Cards	11/352,890	2/13/06	Published
5	Method and System for Distributing and Redeeming Targeted Offers to Customers	11/566,948	12/5/06	Published
6	High-Precision Customer-Based Targeting by Individual Usage Statistics	12/134,904	6/6/08	Unpublished