

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Stock Purchase Agreement with Assignment
CONVEYING PARTY DATA	
Name	Execution Date
Kepa ZUBELDIA	03/17/2000
RECEIVING PARTY DATA	
Name:	ARCANVS, Inc.
Street Address:	2139 East Dowington Avenue
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84109
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6397224
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ATTORNEY DOCKET NUMBER:	102367.0135
NAME OF SUBMITTER:	Peter S. Weissman
Total Attachments: 41 source=1023670135StockAgreementandCover#page1.tif source=1023670135StockAgreementandCover#page2.tif source=1023670135StockAgreementandCover#page3.tif source=1023670135StockAgreementandCover#page4.tif source=1023670135StockAgreementandCover#page5.tif	

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**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Kepa ZUBELDIA (03/17/2000)

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s): in parentheses after inventor name

- ☐ Assignment ☐ Merger ☐ Change of Name  
☐ Security Agreement ☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☒ Other Stock Purchase Agreement with Assignment

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

Name: ARCANVS, Inc.

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

2139 East Downington Avenue

City: Salt Lake City

State: Utah

Country: United States of America Zip: 84109

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

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

A. Patent Application No.(s)

☐ This document is being filed together with a new application.

B. Patent No.(s)

6,397,224

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Peter S. Weissman  
BLANK ROME LLP

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City: Washington

State: DC Zip: 20037

Phone Number: (202) 772-5800

Fax Number: (202) 572-1405

Email Address: Weissman@blankrome.com

**6. Total number of applications and patents involved:**

1

**7. Total fee (37 CFR 1.21(h) & 3.41) \$** 40.00

- ☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number 23-2185

Authorized User Name Peter S. Weissman

**9. Signature:**



Signature

July 15, 2010

Date

Peter S. Weissman - 40,220

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

41

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**STOCK PURCHASE AGREEMENT**

**BY AND AMONG**

**PEDRO "KEPA" ZUBELDIA,**

**CORNERSTONE CAPITAL PARTNERS I, L.P.,**

**ARCANVS, INC.,**

**AND**

**ARCANVS, S.A.**

**March 17, 2000**

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**EXHIBIT "A" -- DeID LICENSE**

**EXHIBIT "B" -- DeID PATENT ASSIGNMENT**

**EXHIBIT "C" -- FORM OF LETTER OF CREDIT**

**DISCLOSURE SCHEDULE**

## STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (the "*Agreement*") is entered into on March 17, 2000 (the "*Signing Date*") by and among Cornerstone Capital Partners I, L.P., a Delaware limited partnership (the "*Buyer*"), Pedro "Kepa" Zubeldia, M.D., an individual (the "*Seller*"), Arcanvs, Inc., a Utah corporation ("*Arcanvs*"), and Arcanvs, S.A., a Swiss corporation ("*Arcanvs, S.A.*"). Arcanvs and Arcanvs, S.A. and their respective Subsidiaries are referred to herein, collectively, as the "*Company*." The Buyer, the Seller and the Company are referred to herein, collectively, as the "*Parties*" and, individually, as a "*Party*."

### RECITALS:

A. WHEREAS, the Company is currently engaged in the business of being a Certificate Authority;

B. WHEREAS, the Seller owns a total of Redacted of the issued and outstanding shares of the capital stock of Arcanvs;

C. WHEREAS, the Seller owns a total of Redacted of the issued and outstanding bearer shares of Arcanvs, S.A.;

D. WHEREAS, the Company is indebted to the Seller for certain loans made by the Seller, and, in addition, the Company is indebted to the Seller for certain unreimbursed business expenses incurred by the Seller for and on behalf of the Company, all of which the Parties now desire to pay and repay, as the case may be, and extinguish in their entirety;

E. WHEREAS, the Seller has personally guaranteed certain liabilities of the Company, for which the Parties desire the Company and the Buyer to indemnify the Seller as provided herein;

F. WHEREAS, the Seller desires to sell and transfer all of his shares of Arcanvs and Arcanvs, S.A. capital stock (defined herein collectively as the "*Purchased Shares*") to the Buyer, and the Buyer desires to purchase and acquire all the Purchased Shares on the terms and conditions set forth in this Agreement;

G. WHEREAS, the Parties entered into a letter of intent dated February 13, 2000 (the "*Letter of Intent*") regarding the purchase and sale of the Purchased Shares; and

H. WHEREAS, the Parties now desire to enter into this Agreement as the definitive agreement contemplated by the Letter of Intent, and, pursuant to this Agreement, the Buyer will purchase from the Seller, and the Seller will sell to the Buyer, the Purchased Shares on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made and the representations, warranties, and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

#### 1. Definitions.

"*Adverse Consequences*" means all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties,

finances, costs, amounts paid in settlement, Liabilities, obligations, Taxes, liens, losses, expenses, and fees, including court costs and reasonable attorneys' fees and expenses.

"*Affiliate*" has the meaning set forth in Rule 12b-2 of the regulations promulgated under the 1934 Act.

"*Arcanvs*" has the meaning set forth in the introductory paragraph above.

"*Arcanvs, S.A.*" has the meaning set forth in the introductory paragraph above.

"*Basis*" means any past or present fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction that forms or could form the basis for any specified consequence.

"*Buyer*" has the meaning set forth in the introductory paragraph above.

"*Certification Authority*" means a trusted entity that issues and revokes public key certificates and certificate revocation lists and registers or vouches for the identity of users of public key certificates and certificate revocation lists and/or contracts with agents that are entrusted to register or vouch for the identity of users of public key certificates and certificate revocation lists.

"*Certification Authority Business*" means the Certificate Authority business conducted by the Company in the Ordinary Course of Business.

"*Closing*" has the meaning set forth in Section 2.3 below.

"*Closing Date*" has the meaning set forth in Section 2.3 below.

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

"*Company*" has the meaning set forth in the introductory paragraph above.

"*Company Claims*" has the meaning set forth in Section 7.15.2 below.

"*Confidential Information*" means any information concerning the business and affairs of either Arcanvs or Arcanvs, S.A. or any of their respective Subsidiaries or the financial information of Buyer (a) that is not in the public domain, or (b) that enters the public domain in violation of this Agreement, or (c) that is disclosed by a person or entity in violation of a duty or obligation of confidentiality.

"*Controlled Group*" has the meaning set forth in Code Section 1563.

"*DeID License*" means the non-exclusive, royalty-free, paid-up, world-wide, irrevocable license to use the DeID Patent, without right to sub-license, to be granted by Arcanvs to the Seller, which shall be in substantially the form provided in Exhibit "A" attached hereto.

"*DeID Patent*" means the U.S. Patent Application, Serial No. 09/459,161, filed with the United States Patent and Trademark Office on December 10, 1999, and entitled "Anonymously Linking a Plurality



of Data Records," and any forthcoming patent or patents (domestic or foreign), including any patents pending, and the procedure described in said patent application, claiming priority to the application entitled "Anonymously Linking A Plurality Of Data Records". The DeID Patent will be assigned to Arcanvs pursuant to a Patent Assignment substantially in the form provided in Exhibit "B" attached hereto.

"*Disclosure Schedule*" has the meaning set forth in Section 3.1 below.

"*General Partner*" means Cornerstone Capital Group, LLC, a Utah limited liability company.

"*Heirs and Affiliates*" has the meaning set forth in Section 7.15.1 below.

"*Indemnified Party*" has the meaning set forth in Section 6.4.1 below.

"*Indemnifying Party*" has the meaning set forth in Section 6.4.1 below.

"*Intellectual Property*" means (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all proprietary computer software (including data and related documentation), and (g) all copies and tangible embodiments thereof (in whatever form or medium).

"*January 8, 2000 Letter*" means the letter dated January 8, 2000 signed by Gordon W. Romney and the Seller.

"*July 31, 2000 Payment*" has the meaning set forth in Section 2.2.3 below.

"*Knowledge*" means actual knowledge after reasonable investigation.

"*Letter of Credit*" has the meaning set forth in Section 2.2.2 below.

"*Liability*" means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for Taxes.

"*March 17, 2000 Payment*" has the meaning set forth in Section 2.2.1 below.

"*October 31, 2000 Payment*" has the meaning set forth in Section 2.2.4 below.

"*Ordinary Course of Business*" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

"*Parties*" and "*Party*" have the meanings set forth in the introductory paragraph above.

"*Person*" means an individual, a partnership, a corporation, a company (including a limited liability company), an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency, or political subdivision thereof).

"*Purchase Price*" has the meaning set forth in Section 2.2 below.

"*Purchased Shares*" means the Seller's (a) Redacted shares of Arcanvs capital stock, and (b) Redacted of the bearer shares of Arcanvs, S.A.

"*Representation Certificate*" means that certain representation certificate of Arcanvs, Arcanvs, S.A., and of each of its Subsidiaries to be delivered to the Buyer and setting forth certain representations and warranties regarding the Company.

"*Security Interest*" means any mortgage, pledge, lien, encumbrance, charge, or other security interest, other than (a) mechanic's, materialmen's, and similar liens, (b) liens for Taxes not yet due and payable, (c) purchase money liens and liens securing rental payments under capital lease arrangements, and (d) other liens arising in the Ordinary Course of Business and not incurred in connection with the borrowing of money.

"*Seller*" has the meaning set forth in the introductory paragraph above.

"*Seller's Claims*" has the meaning set forth in Section 7.15.1 below.

"*Signing Date*" has the meaning set forth in the introductory paragraph above.

"*Subsidiary*" means any corporation with respect to which a specified Person (or a Subsidiary thereof) owns a majority of the common stock or has the power to vote or direct the voting of sufficient securities to elect a majority of the directors.

"*Tax*" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code Section 59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

"*Third Party Claim*" has the meaning set forth in Section 6.4.1 below.

## **2. Purchase and Sale of Purchased Shares.**

2.1 Basic Transaction. On and subject to the terms and conditions of this Agreement, the Buyer hereby purchases from the Seller, and the Seller hereby sells to the Buyer, all of the Purchased Shares for the consideration specified below in this Section 2.

2.2 Purchase Price. The Buyer agrees to pay the Seller an aggregate purchase price for the Purchased Shares of Redacted (the "*Purchase Price*"). Payment of the Purchase Price will constitute full payment of the requisite consideration for the Purchased Shares and repayment of all unpaid loans (plus all accrued interest thereon) made to the Company by Seller and all unreimbursed business expenses incurred by the Seller for and on behalf of the Company during his association and relationship with the Company. The Purchase Price will be payable to the Seller as follows:

2.2.1 March 17, 2000 Payment. On the date hereof, the Buyer will pay the Seller cash in the aggregate amount of Redacted (the "*March 17, 2000 Payment*");

2.2.2 Letter of Credit. On the date hereof, the Buyer will deliver to the Seller a bank letter of credit in the amount of Redacted (the "*Letter of Credit*") and substantially in the form attached hereto as Exhibit "C". The Letter of Credit will automatically be cancelled upon the payment to the Seller of the October 31, 2000 Payment (as defined below);

2.2.3 July 31, 2000 Payment. On July 31, 2000, the Buyer will pay the Seller cash in the amount of Redacted (the "*July 31, 2000 Payment*"); and

2.2.4 October 31, 2000 Payment. On October 31, 2000, the Buyer will pay the Seller cash in the aggregate amount of Redacted (the "*October 31, 2000 Payment*").

2.2.5 Affiliates, Co-Investors and Financing Providers May Purchase. The Buyer may, in its sole discretion, assign to and allow one or more of its Affiliates, co-investors, or financing providers the right to pay to Seller all or a portion of the March 17, 2000 Payment, July 31, 2000 Payment and/or October 31, 2000 Payment, and acquire Purchased Shares, in which event the Buyer will distribute to each of such Affiliates, co-investors, or financing providers who makes such a contribution the proportionate amount of the Purchased Shares. Notwithstanding any assignment by Buyer of its rights hereunder, Buyer shall remain responsible and liable for its obligations hereunder.

2.3 The Closing. The closing of the transactions contemplated by this Agreement (the "*Closing*") shall take place at the Salt Lake City offices of Dorsey & Whitney LLP at 170 South Main Street, Suite 925, Salt Lake City, Utah on the date hereof or such other date or time as the Buyer and the Seller may mutually agree (the "*Closing Date*").

2.4 Deliveries at the Closing. At the Closing, (i) the Seller will deliver to the Buyer (or its assigns, as applicable) the various certificates, instruments, and documents referred to in Section 5.1 below, (ii) the Buyer will deliver to the Seller the various certificates, instruments, and documents referred to in Section 5.2 below, (iii) the Seller will deliver to the Buyer or its assigns the original stock certificates of Arcanvs representing the Arcanvs portion of the Purchased Shares, endorsed in blank or accompanied by duly executed assignment documents (provided that such original certificates have been delivered to the Seller by the Company or its representatives) or originally executed lost stock certificate affidavits for the

certificates representing any of the Purchased Shares, and (iv) the Buyer or its assigns will deliver to the Seller the March 17, 2000 Payment and the Letter of Credit.

3. **Representations and Warranties Concerning the Transaction.**

3.1 **Representations and Warranties of the Seller.** The Seller represents and warrants to the Buyer that the statements contained in this Section 3.1 are correct and complete as of the Closing Date, except as set forth in the Seller's disclosure schedule (the "*Disclosure Schedule*") attached hereto. The Disclosure Schedule will be arranged in paragraphs corresponding to the numbered paragraphs contained in this Section 3.1.

3.1.1 **Legal Capacity of Seller.** The Seller has the legal capacity and authority to enter into and perform in accordance with this Agreement and the other agreements referred to herein.

3.1.2 **Enforceability.** This Agreement and the other agreements referred to herein constitute the valid and legally binding obligations of the Seller, enforceable in accordance with their terms and conditions. The Seller need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement or any of the other agreements referred to herein.

3.1.3 **Noncontravention.** Neither the execution and the delivery of this Agreement or any of the other agreements referred to herein, nor the consummation of the transactions contemplated herein or therein, will (A) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Seller is subject, (B) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any Person the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, document, instrument, or other arrangement to which the Seller is a party or by which the Seller is bound or to which any of his assets are subject.

3.1.4 **Brokers' Fees.** The Seller has no Liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement or any of the other agreements referred to herein for which the Buyer or the Company could become liable or obligated.

3.1.5 **Purchased Shares.** The Seller holds valid title and owns beneficially the Purchased Shares. In addition, assuming the Closing occurs and the January 8, 2000 Letter is automatically terminated as provided in Section 4.8 below, the Seller holds the Purchased Shares free and clear of any restrictions on transfer (other than any restrictions set forth on such stock certificates or any restrictions under the 1933 Act and state securities or "blue sky" laws), Taxes, Security Interests, options, warrants, purchase rights, contracts, commitments, equities, claims, and demands. Except for the January 8, 2000 Letter, the Seller is not a party to any option, warrant, purchase right, or other contract or commitment that could require the Seller to sell, transfer, or otherwise dispose of any capital stock (including, but not limited to, the Purchased Shares) of either Arcanvs or Arcanvs, S.A. (other than as provided by this Agreement). The Seller is not a party to any voting trust, proxy, or other agreement or understanding with respect to the voting of any capital stock of either Arcanvs or Arcanvs, S.A. (including, but not limited to, the Purchased Shares). The Purchased Shares represent all of Seller's right, title and interest of any kind or nature in and to Arcanvs and Arcanvs, S.A.

3.1.6 No Misappropriation. During the time the Seller has been an executive officer of the Company, the Seller has not misappropriated any of the Company's business or corporate opportunities.

3.1.7 No Breach of Fiduciary Duties. During the time the Seller has been an executive officer of the Company, the Seller has not breached his fiduciary duties owed to the Company.

3.1.8 No Solicitation. During the time the Seller has been an executive officer of the Company, the Seller has not solicited any of the Company's customers, clients, or employees in the Company's Certificate Authority Business, and has not interfered with the Company's involvement in the Certificate Authority Business.

3.1.9 No Disclosure of Confidential Information. During the time the Seller has been an executive officer of the Company, the Seller has not disclosed any of the Company's confidential, secret, or proprietary information other than at the Company's request or to Persons doing business with the Company and with a need to know the same.

3.1.10 No Disparagement. During the time the Seller has been an executive officer of the Company, the Seller has not disparaged the Company, any of its products, services, technology, or software, or the Company's Certificate Authority Business.

3.1.11 Return of Information. The Seller has returned to the Company all of its confidential, secret, or proprietary information, and all other intellectual property developed by the Seller while he was an executive officer of the Company for use in the Certificate Authority Business or otherwise belonging to the Company and in the Seller's possession or under his control.

3.1.12 No Defects in Software. To the Seller's Knowledge, the source code and software written or created by the Seller for the Company while the Seller was an executive officer of the Company functions as it was designed and intended to function (if used in accordance with current Arcanvs' approved documentation) and has not in any way been sabotaged by the Seller or on behalf of the Seller so as to prevent the same from functioning as intended or designed.

3.2 Representations and Warranties of the Buyer. The Buyer represents and warrants to the Seller that the statements contained in this Section 3.2 are correct and complete as of the Closing Date.

3.2.1 Organization of the Buyer. The Buyer is a limited partnership duly organized, validly existing, and in good standing under the laws of the State of Delaware.

3.2.2 Authorization of Transaction. The Buyer has full power and authority to execute and deliver this Agreement, on behalf of Buyer and through the General Partner, and each of the other agreements referred to herein to which it is a party, and to perform its obligations hereunder and thereunder. This Agreement and each of the other agreements referred to herein to which it is a party constitutes the valid and legally binding obligation of the Buyer, enforceable in accordance with its terms and conditions. The Buyer need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement or any of the other agreements referred to herein to which it is a party.

3.2.3 Noncontravention. Neither the execution and the delivery of this Agreement or any of the other agreements referred to herein to which it is a party, nor the consummation of the transactions contemplated herein or therein, will (A) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Buyer is subject or any provision of its limited partnership agreement, or (B) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any Person the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, document, instrument, or other arrangement to which the Buyer is a party or by which it is bound or to which any of its assets are subject.

3.3 Representations and Warranties of the General Partner. The General Partner represents and warrants to the Seller that the statements contained in this Section 3.3 are correct and complete as of the Closing Date.

3.3.1 Organization of the General Partner. The General Partner is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Utah.

3.3.2 Authorization of Transaction. The General Partner has full power and authority to execute and deliver this Agreement on behalf of the Buyer and the General Partner for purposes of making the representations and warranties set forth in this Section 3.3. The General Partner need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to execute and deliver this Agreement for such purposes.

3.3.3 Noncontravention. Neither the execution nor the delivery of this Agreement by the General Partner will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the General Partner is subject or any provision of its articles of organization or other organizational documents.

4. Post-Closing Covenants. The Parties agree as follows with respect to the period following the Closing.

4.1 General. In case at any time after the Closing any further action is reasonably necessary or desirable to carry out the purposes of this Agreement or any of the agreements referred to herein or attached as an Exhibit hereto, each of the Parties will take such further action (including the execution and delivery of such further documents and instruments) as any other Party reasonably may request, all at the sole cost and expense of the requesting Party (unless the requesting Party is entitled to indemnification therefor under Section 6.2 or Section 6.3 below). The Seller hereby acknowledges and agrees that from and after the Closing the Company will be entitled to possession of all documents, instruments, books, records (including Tax records related to the Company), agreements, and financial data of any sort relating to any of Arcanvs or Arcanvs, S.A. or any of their respective Subsidiaries.

4.2 Litigation Support. In the event and for so long as any Party actively is contesting or defending against any action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand in connection with (i) any transaction contemplated under this Agreement or any of the agreements referred to herein or attached as an Exhibit hereto or (ii) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction on or prior to the

Closing Date involving Arcanvs or Arcanvs, S.A. or any of their respective Subsidiaries, each of the other Parties will cooperate with him or it and his or its counsel in the contest or defense thereof, make available their personnel, and provide such testimony and access to their books and records as shall be necessary in connection with the contest or defense, all at the sole cost and expense of the contesting or defending Party (unless the contesting or defending Party is entitled to indemnification therefor under Section 6.2 or Section 6.3 below).

4.3 Transition. The Seller will not take any action that is designed or intended to have the effect of discouraging any lessor, licensor, customer, supplier, or other business associate of Arcanvs or Arcanvs, S.A. or any of their respective Subsidiaries from maintaining the same business relationships with the Company after the Closing as it maintained with the Company prior to the Closing. The Seller will perform in accordance with the DeID License.

4.4 Confidentiality. The Seller will treat and hold as such all of the Confidential Information, refrain from using any of the Confidential Information except in connection with and in accordance with the terms of the DeID License, and deliver promptly to the Buyer or destroy, at the request and option of the Buyer or its designees or agents, all tangible embodiments (and all copies thereof) of the Confidential Information that are in the Seller's possession or under his control. In the event the Seller is requested or required (by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, the Seller will promptly notify the Company and the Buyer in writing of the request or requirement so that the Company may seek an appropriate protective order or waive compliance with the provisions of this Section 4.4. If, in the absence of a protective order or the receipt of a waiver hereunder, the Seller is, on the advice of counsel, compelled to disclose any Confidential Information to any tribunal, the Seller may disclose the Confidential Information to the tribunal; provided, however, that the Seller shall use his reasonable best efforts to obtain, upon the Company's request and at its expense, an order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information required to be disclosed as the Company shall designate.

4.5 Covenant Not to Compete. For a period of three (3) years from and after the Closing Date, the Seller will not (a) engage, directly or indirectly, in the Certificate Authority Business, as conducted by the Company on the Closing Date anywhere in the world or (b) engage in or facilitate, directly or indirectly, any activities anywhere in the world that would compete with the Company in the Certificate Authority Business; provided, however, that the Seller will not be deemed to be competing with the Company with respect to any (i) consulting services supporting products or services provided by the Company that the Seller provides to any Person working or partnering with the Company, (ii) consulting services supporting products or services provided by the Company to any Person using the Company's services or providing services to the Company or to any of the Company's licensees, or (iii) assistance or participation in any projects of the Seller's brothers in the Country of Spain to service only Spain. If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 4.5 is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Section 4.5 shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

4.6 DeID Patent Assignment. The Seller will execute all documents, instruments, and agreements deemed reasonably necessary by the Buyer or by Arcanvs or its legal counsel to cause all rights, title, and interests in and to the DeID Patent to be assigned to Arcanvs and for the ownership thereof to be vested solely with Arcanvs.

4.7 Non-Disparagement Covenant. The Seller will not in any manner (written, oral, or otherwise) disparage the Company, any of its products, services, technology, or software, the DeID Patent, or the Company's Certificate Authority Business.

4.8 Termination of January 8, 2000 Letter. The January 8, 2000 Letter shall automatically be terminated and shall be of no further force or effect upon the Closing of the transactions contemplated by this Agreement, and each of the Seller and Gordon W. Romney shall automatically be released, and shall be deemed to have released each other, from any and all duties, liabilities, and obligations under the January 8, 2000 Letter upon the Closing.

4.9 Arcanvs, S.A. Shares. The Seller hereby agrees, at Arcanvs' expense and at no expense to Seller, to direct the firm or person holding any certificates or evidences of ownership of Seller's shares of Arcanvs, S.A. to deliver such certificates or evidences of ownership to Buyer and to execute and deliver all instruments, certificates and documents necessary to transfer such shares and such certificates or evidences of ownership to Buyer.

5. Conditions to Obligations to Close.

5.1 Conditions to Obligations of the Buyer. The obligation of the Buyer to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

5.1.1 the representations and warranties of the Seller set forth in Section 3.1 shall be true and correct in all material respects at and as of the Closing Date;

5.1.2 the representations and warranties of the Arcanvs, Arcanvs, S.A., and of each of its Subsidiaries made to the Buyer in the Representation Certificate shall be true and correct in all material respects at and as of the Closing Date;

5.1.3 the Seller shall have performed and complied with all of his covenants hereunder in all material respects through the Closing;

5.1.4 no action, suit, or proceeding shall be pending or threatened or brought by a third-party before any court, quasi-judicial, or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would (A) prevent consummation of any of the transactions contemplated by this Agreement, (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, (C) affect adversely the right of the Buyer to own the Purchased Shares, or (D) affect adversely the right of any of Arcanvs, Arcanvs, S.A., or any of their respective Subsidiaries to own its assets and to operate its businesses (and no such injunction, judgment, order, decree, ruling, or charge shall be in effect);



5.1.5 each of Arcanvs, Arcanvs, S.A., and their respective Subsidiaries of which the Seller is an officer or director shall have received a written resignation of the Seller as such, effective as of the Closing;

5.1.6 the Seller shall deliver to the Buyer all of the certificates in his possession or under his control representing the Purchased Shares, endorsed in blank or accompanied by duly executed assignment documents (or lost stock certificate affidavits for such certificates if the same have been lost, destroyed, or otherwise cannot be located);

5.1.7 the Seller shall deliver to the Buyer all promissory notes for loans made by the Seller or any of his Heirs and Affiliates to the Company marked "CANCELLED";

5.1.8 the Seller's return to the Company of all of the Company's personal property that the Seller has been storing at his home, along with any and all other items of personal property belonging to the Company in the Seller's possession or under his control;

5.1.9 the Seller erasing the Company's demonstration system from his computer (and not retaining in any form any copy thereof);

5.1.10 the Seller delivering a fully executed copy of the DeID Patent assignment to Arcanvs;

5.1.11 the Seller delivering a fully executed copy of the DeID License to Arcanvs;

5.1.12 the Seller making, in the form attached hereto as Exhibit "B," a full assignment of all his interest in and to all Company property (of any kind or nature) that the Seller designed, developed, wrote, invented, or created (whether directly or indirectly, in whole or in part) in connection with his association and relationship with the Company (and the Seller not retaining any right, title, or interest in or to the same);

5.1.13 all actions to be taken by the Seller in connection with consummation of the transactions contemplated by this Agreement and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby are reasonably satisfactory in form and substance to the Buyer;

5.1.14 the Seller shall have delivered to the Buyer a certificate regarding each of the conditions specified in Sections 5.1.1 through 5.1.12 above (except for Section 5.1.2 above);

5.1.15 the Seller shall in addition deliver at the Closing all other appropriate documents and instruments deemed reasonably necessary by the Buyer or the Company to consummate the transactions contemplated by this Agreement;

5.1.16 the Seller will execute all documents, instruments, and agreements deemed necessary by the Buyer or by Arcanvs or its legal counsel to cause all rights, title, and interests in and to the DeID Patent to be assigned to Arcanvs and for the ownership thereof to be vested solely with Arcanvs; and

5.1.17 the Seller will execute all documents, instruments, and agreements deemed necessary by the Buyer or the Company or its legal counsel to cause all rights, title, and interests in and to all of the Company's personal property to be assigned to the Company and for the ownership thereof to be vested solely with the Company.

The Buyer may waive any condition specified in this Section 5.1 if it executes a writing so stating at or prior to the Closing.

5.2 Conditions to Obligations of the Seller. The obligation of the Seller to consummate the transactions to be performed by him in connection with the Closing is subject to satisfaction of the following conditions:

5.2.1 the representations and warranties set forth in Section 3.2 above shall be true and correct in all material respects at and as of the Closing Date;

5.2.2 the Buyer shall have performed and complied with all of its covenants hereunder in all material respects through the Closing;

5.2.3 no action, suit, or proceeding shall be pending or threatened or brought by a third party before any court, quasi-judicial, or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would (A) prevent consummation of any of the transactions contemplated by this Agreement or (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation (and no such injunction, judgment, order, decree, ruling, or charge shall be in effect);

5.2.4 Arcanvs delivering a fully executed copy of the DeID License to the Seller;

5.2.5 all actions to be taken by the Buyer in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to the Seller;

5.2.6 the Buyer shall have delivered to the Seller a certificate to the effect that each of the conditions specified in Sections 5.2.1 through 5.2.5 above have been satisfied in all respects;

5.2.7 the Buyer shall in addition deliver at the Closing all other appropriate documents and instruments deemed reasonably necessary by the Seller to consummate the transactions contemplated by this Agreement; and

5.2.8 the Seller shall have received the March 17, 2000 Payment and the Letter of Credit and confidential financial information regarding Buyer, that is satisfactory to Seller.

The Seller may waive any condition specified in this Section 5.2 if he executes a writing so stating at or prior to the Closing.

6. Remedies for Breaches of Agreement.

6.1 Survival of Representations and Warranties. All of the representations and warranties of the Parties contained in this Agreement (except Section 3.1.5 which shall survive the date hereof indefinitely) shall survive the Closing date hereof and continue in full force and effect for three (3) years from the date hereof.

6.2 Indemnification Provisions for Benefit of the Buyer. In the event the Seller breaches (or in the event any third party alleges facts that, if true, would mean the Seller has breached) any of his representations, warranties, or covenants contained herein, and, if there is an applicable survival period pursuant to Section 6.1 above, provided that the Buyer promptly makes a written claim for indemnification against the Seller within such survival period, then the Seller agrees to indemnify the Buyer from and against the entirety of any Adverse Consequences (up to a maximum aggregate limit of Redacted of Adverse Consequences resulting from or arising out of a breach of Section 3.1.5 and up to a maximum aggregate limit of Redacted of Adverse Consequences for breaches of other representations and warranties of Seller and breaches of covenants by Seller), the Buyer may suffer through and after the date of the claim for indemnification (including any Adverse Consequences the Buyer may suffer after the end of any applicable survival period) resulting from, arising out of, relating to, in the nature of, or caused by the breach (or the alleged breach).

6.3 Indemnification Provisions for Benefit of the Seller. In the event the Buyer breaches (or in the event any third party alleges facts that, if true, would mean the Buyer has breached) any of its representations, warranties, or covenants contained herein, and, if there is an applicable survival period pursuant to Section 6.1 above, provided that the Seller promptly makes a written claim for indemnification against the Buyer within such survival period, then the Buyer agrees to indemnify the Seller from and against the entirety of any Adverse Consequences (up to a maximum aggregate limit of Redacted of Adverse Consequences resulting from breaches of representations and warranties of Buyer) the Seller may suffer through and after the date of the claim for indemnification (including any Adverse Consequences the Seller may suffer after the end of any applicable survival period) resulting from, arising out of, relating to, in the nature of, or caused by the breach (or the alleged breach). In addition, the Buyer agrees to indemnify the Seller from and against the entirety of any Liability for any Tax, any loans made by any third party to the Company, any personal or real property leases of the Company, or any other indebtedness of the Company that may have been guaranteed by the Seller or for which the Seller may otherwise be found to be liable.

6.4 Matters Involving Third Parties.

6.4.1 If any third party shall notify any Party (the "*Indemnified Party*") with respect to any matter (a "*Third Party Claim*") that may give rise to a claim for indemnification against any other Party (the "*Indemnifying Party*") under this Section 6.4, then the Indemnified Party shall promptly notify each Indemnifying Party thereof in writing; provided, however, that no delay on the part of the Indemnified Party in notifying any Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder unless (and then solely to the extent) the Indemnifying Party thereby is prejudiced.

6.4.2 Any Indemnifying Party will have the right to defend the Indemnified Party against the Third Party Claim with counsel of his or its choice reasonably satisfactory to the Indemnified Party so long as (A) the Indemnifying Party notifies the Indemnified Party in writing within fifteen (15) days after the Indemnified Party has given notice of the Third Party Claim that the Indemnifying Party will indemnify the Indemnified Party from and against the entirety of any Adverse Consequences the Indemnified Party

may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third Party Claim, (B) the Indemnifying Party provides the Indemnified Party with evidence reasonably acceptable to the Indemnified Party that the Indemnifying Party will have the financial resources to defend against the Third Party Claim and fulfill his or its indemnification obligations hereunder, (C) the Third Party Claim involves only money damages and does not seek on an immediate basis an injunction or other equitable relief, (D) settlement of, or an adverse judgment with respect to, the Third Party Claim is not, in the good faith judgment of the Indemnified Party, likely to establish a precedential custom or practice materially adverse to the continuing business interests of the Indemnified Party, and (E) the Indemnifying Party conducts the defense of the Third Party Claim actively and diligently.

6.4.3 So long as the Indemnifying Party is conducting the defense of the Third Party Claim in accordance with Section 6.4.2 above, (A) the Indemnified Party may retain separate co-counsel at his or its sole cost and expense and participate in the defense of the Third Party Claim, (B) the Indemnified Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnifying Party (which shall not be unreasonably withheld), and (C) the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnified Party (which shall not be unreasonably withheld).

6.4.4 In the event any of the conditions in Section 6.4.2 above is or becomes unsatisfied, however, (A) the Indemnified Party may defend against, and consent to the entry of any judgment or enter into any settlement with respect to, the Third Party Claim in any manner it reasonably may deem appropriate (and the Indemnified Party need not consult with, or obtain any consent from, any Indemnifying Party in connection therewith), (B) the Indemnifying Parties will reimburse the Indemnified Party promptly and periodically for the out-of-pocket costs of defending against the Third Party Claim (including reasonable attorneys' fees and expenses), and (C) the Indemnifying Parties will remain responsible for any Adverse Consequences the Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third Party Claim to the fullest extent provided in this Section 6.

## **7. Miscellaneous.**

7.1 Press Releases and Public Disclosures. No Party shall issue any press release or make any public announcement, comment, statement, or disclosure relating to the subject matter of this Agreement or any of the terms, conditions, or other aspects of the transactions contemplated hereby prior to the Closing, and each Party will direct his or its representatives not to make, directly or indirectly, any public announcement, comment, statement, or disclosures regarding the same, without the prior written consent of all of the other Parties; provided, however, that any Party may make any public disclosure it believes in good faith is required by applicable law, and if any Party is required by applicable law to make any such disclosure, such Party must first provide to the other Parties the content of the proposed disclosure, the reasons that such disclosure is required by law, and the time and place that the disclosure will be made; provided further, however, that the Seller shall be provided with a copy of any press release proposed to be issued by the Buyer regarding the transactions contemplated by this Agreement and be given an opportunity to approve the same. Notwithstanding the foregoing, the Buyer shall have the right to disclose information to its co-investors, financing providers, and advisors and shall have the absolute right following the Closing to place advertisements in financial or other newspapers or journals at its own expense describing the transactions contemplated by this Agreement.

7.2 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

7.3 Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof; provided, however, that the January 8, 2000 Letter shall not be superseded by this Agreement, but rather shall automatically be terminated and shall be of no further force or effect only upon the Closing of the transactions contemplated hereby, as provided in Section 4.8 above.

7.4 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign either this Agreement or any of his or its rights, interests, or obligations hereunder without the prior written approval of the Buyer and the Seller; provided, however, that the Buyer may (i) assign any or all of its rights and interests hereunder to one or more of its Affiliates, co-investors, or financing providers, and (ii) designate one or more of its Affiliates, co-investors, or financing providers to perform its obligations hereunder; provided, however, Buyer shall remain liable for its obligations hereunder notwithstanding any such assignment.

7.5 Counterparts. This Agreement may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

7.6 Headings. The Section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

7.7 Notices. Any notice, request, demand, claim, or other communication that is permitted or required hereunder will be deemed to have been received (except as otherwise provided herein) (a) upon receipt when personally delivered, (b) one (1) day after sent by overnight delivery by a nationally recognized courier or telecopy providing confirmation or receipt of delivery, or (c) two (2) business days after being sent by certified or registered mail, postage and charges prepaid, return receipt requested to the addresses indicated below:

*If to the Seller, to:*

Pedro ("Kepa") Zubeldia, M.D.  
371 Sanders Lane  
Kaysville, Utah 84037  
Telecopy No.: (801) 444-0340

*with a copy to:*

David M. Shear, Esq.  
12913 Castlerock Court  
Oklahoma City, Oklahoma 73142  
Telecopy No.: (405) 755-4411

*If to the Buyer, to:*

Cornerstone Capital I, L.P.  
P.O. Box 848  
240 South 200 West, Suite 205  
Farmington, Utah 84025  
Telecopy No.: (801) 451-8901

*with a copy to:*

Nolan S. Taylor, Esq.  
Dorsey & Whitney LLP  
Wells Fargo Plaza  
170 South Main Street, Suite 925  
Salt Lake City, Utah 84101  
Telecopy No.: (801) 350-3585

*If to the Company, to:*

Gordon W. Romney,  
President  
Arcanvs, Inc.  
Gateway Tower West, Suite 420  
15 West South Temple Street  
Salt Lake City, Utah 84111  
Telecopy No.: (801) 521-3899

*with a copy to:*

Brian G. Lloyd, Esq.  
Parr, Waddoups, Brown, Gee & Loveless  
185 South State Street, Suite 1300  
Salt Lake City, Utah 84147  
Telecopy No.: (801) 532-7840

Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including messenger service, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

**7.8 Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah. Any action involving this Agreement or any dispute hereunder shall only be brought and maintained in the state and federal courts

sitting in Salt Lake City, Salt Lake County, State of Utah, and each of the Parties expressly consents to the exclusive personal jurisdiction and venue of such courts. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other Party with respect thereto. Each Party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity.

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

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

7.11 Expenses. Each of the Parties will bear his or its own costs and expenses (including legal fees and expenses) incurred in connection with the Letter of Intent and this Agreement, and the negotiation and execution thereof, and the transactions and other agreements contemplated thereby and hereby; provided, however, that in the event of a dispute relating to this Agreement, the prevailing Party or Parties in such dispute shall be entitled to recover his or its reasonable attorneys' fees and court costs whether incurred prior to or at trial or on appeal. The Seller specifically understands and agrees that neither the Company nor the Buyer (nor any of their respective Affiliates or any of the Buyer's co-investors, financing providers, officers, directors, partners, members, managers, agents, or employees) shall be responsible for any of the Seller's legal, accounting, printing, or other costs or expenses incurred in connection with the transactions contemplated by the Letter of Intent or this Agreement. In addition, no Party will be responsible for any finder's fees or other fees or commissions payable to any financial advisor, finder, or investment banker retained by any other Party in connection with the transactions contemplated by this Agreement.

7.12 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean "including without limitation." The Parties intend that each representation, warranty, and covenant contained herein shall have independent significance. If any Party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) that the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty, or covenant, as the case may be.

7.13 Incorporation of Recitals, Exhibits, and Disclosure Schedule. The above Recitals, and all Exhibits and the Disclosure Schedule attached hereto are deemed to be incorporated herein by reference and made a part hereof.

7.14 Specific Performance. Each of the Parties acknowledges and agrees that the other Parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the Parties agrees that the other Parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter, as provided by Section 7.8 above, in addition to any other remedy to which they may be entitled, at law or in equity.

7.15 Releases.

7.15.1 Seller's and Leslie Zubeldia's Release. The Seller and Leslie Zubeldia individually and on behalf of their heirs, legal representatives, successors, assigns, affiliates, and family members (collectively, "*Heirs and Affiliates*"), hereby forever unconditionally and irrevocably release, waive, cancel, and discharge each of the Buyer, Arcanvs and Arcanvs, S.A. and each of their respective Subsidiaries, and each of their respective general or limited partners, members, managers, officers, directors, and shareholders, heirs, and affiliates (specifically including, but not limited to, Gordon W. Romney and Victoria W. Romney), of and from (a) any and all rights, claims, demands, damages, penalties, costs, expenses, liabilities, obligations, and causes of action, including, but not limited to, any and all Liability owed or owing to the Seller or Leslie Zubeldia or any of their Heirs and Affiliates by the Company, including, but not limited to, any Liability for any loan made by the Seller or any of his Heirs and Affiliates to the Company, and any unreimbursed business expenses, and (b) any and all Liability as provided in Section 2.2 above) arising from or out of the Seller's or Leslie Zubeldia's association and relationship with the Company or their involvement as an executive officer, director, or shareholder of Arcanvs, Arcanvs, S.A., or any of their respective Subsidiaries, including, without limitation, any claims the Seller or Leslie Zubeldia may have as an officer, director, shareholder, or consultant under any federal or state securities or "blue sky" laws, under general corporate laws or any other statute, law, rule or regulation, or under common law (collectively, "*Seller's Claims*"); provided, however, that the Seller is not hereby releasing, waiving, canceling, or discharging the Company for any breach of any of its obligations, representations, warranties, or covenants contained in this Agreement of any nature or kind whatsoever, whether known or unknown. The Seller and Leslie Zubeldia agree not to file or allow to be filed on their behalf by any of their Heirs and Affiliates any lawsuit, charge, or complaint against the Buyer, the Buyer's Affiliates, the Company, any of its officers, directors, or shareholders (including, but not limited to, Gordon W. Romney and Victoria W. Romney), heirs or affiliates or the Buyer or its Affiliates regarding the Seller's Claims released hereby. Leslie Zubeldia hereby acknowledges her consent to the transaction described in this Agreement and confirms that she has no right, title or interest in or to Arcanvs or Arcanvs, S.A. or the Purchased Shares.

7.15.2 Company Release. Each of the Company, the General Partner, the Buyer, Gordon W. Romney and Victoria W. Romney, on behalf of their respective Heirs and Affiliates, hereby forever unconditionally and irrevocably release, waive, cancel, and discharge the Seller and Leslie Zubeldia and their Heirs and Affiliates of and from (a) any and all rights, claims, demands, damages, penalties, costs, expenses, liabilities, obligations, and causes of action, including, but not limited to, any and all Liability



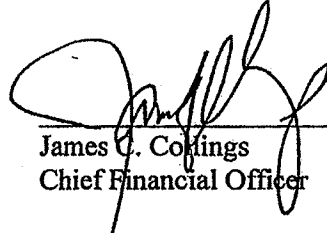
owed or owing to the Company by the Seller or Leslie Zubeldia or any of their Heirs and Affiliates, and (b) any and all Liability arising from or out of the Seller's or Leslie Zubeldia's association and relationship with the Company or his involvement as an executive officer, director, or shareholder of Arcanvs, Arcanvs, S.A., or any of their respective Subsidiaries (collectively, "*Company Claims*"); provided, however, that the Company, the General Partner, the Buyer, Gordon W. Romney and Victoria W. Romney are not hereby releasing, waiving, canceling, or discharging the Seller or Leslie Zubeldia for any breach of any of their obligations, representations, warranties, or covenants contained in this Agreement of any nature or kind whatsoever, whether known or unknown. The Company, the General Partner, the Buyer, Gordon W. Romney and Victoria W. Romney for themselves and their Heirs and Affiliates agree not to file any lawsuit, charge, or complaint against the Seller or Leslie Zubeldia or any of their Heirs and Affiliates regarding the Company Claims released hereby.

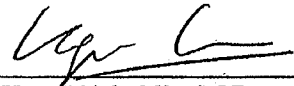
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IN WITNESS WHEREOF, the Parties have executed this Stock Purchase Agreement effective as of the date hereof.

CORNERSTONE CAPITAL PARTNERS I, L.P.,  
a Delaware limited partnership

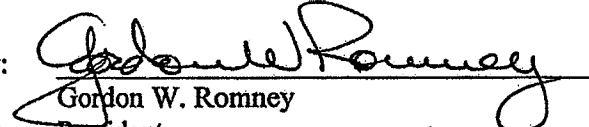
By: CORNERSTONE CAPITAL GROUP, LLC,  
a Utah limited liability company  
Its: General Partner

By:   
James C. Cofings  
Its: Chief Financial Officer

  
Pedro "Kepa" Zubeldia, M.D.

\_\_\_\_\_  
Leslie Zubeldia<sup>1/</sup>

ARCANVS, INC., a Utah corporation

By:   
Gordon W. Romney  
Its: President

\_\_\_\_\_  
<sup>1/</sup>

Signed by Leslie Zubeldia solely as to Section 7.15.1 above.

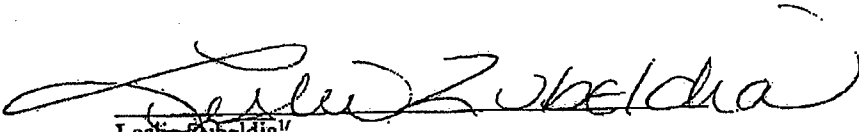
IN WITNESS WHEREOF, the Parties have executed this Stock Purchase Agreement effective as of the date hereof.

CORNERSTONE CAPITAL PARTNERS I, L.P.,  
a Delaware limited partnership

By: CORNERSTONE CAPITAL GROUP, LLC,  
a Utah limited liability company  
Its: General Partner

By: \_\_\_\_\_  
James C. Collings  
Its: Chief Financial Officer

\_\_\_\_\_  
Pedro "Kepa" Zubeldia, M.D.

  
Leslie Zubeldia

ARCANVS, INC., a Utah corporation

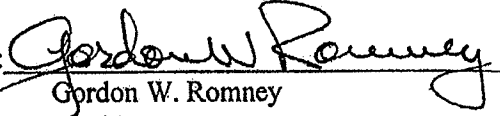
By: \_\_\_\_\_  
Gordon W. Romney  
Its: President

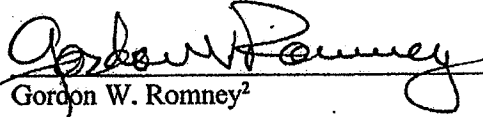
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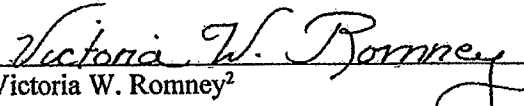
Signed by Leslie Zubeldia solely as to Section 7.15.1 above.

**ARCANVS, S.A.**

ARCANVS, S.A., a Swiss corporation

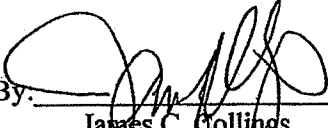
By:   
Gordon W. Romney  
Its: President

  
Gordon W. Romney<sup>2</sup>

  
Victoria W. Romney<sup>2</sup>

**GENERAL PARTNER:**

**CORNERSTONE CAPITAL GROUP, LLC,<sup>3</sup>**  
a Utah limited liability company

By:   
James C. Collings  
Its: Chief Financial Officer

<sup>2</sup> Signed by Gordon W. Romney solely as to Section 4.8 and 7.15.2 above and Victoria W. Romney solely as to Section 7.15.2 above.

<sup>3</sup> Signed by Cornerstone Capital Group, LLC, the General Partner hereunder, solely as to Section 3.3 and 7.15.2 above.

**EXHIBIT "A"**

**DeID LICENSE**

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**PATENT**

**REEL: 024755 FRAME: 0753**

## LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into effective as of March \_\_, 2000 (the "Effective Date"), by and between Pedro "Kepa" Zubeldia ("Kepa"), an individual residing in the State of Utah, and ARCANVS, Inc., a corporation organized under the laws of the State of Utah ("ARCANVS"), having a principal place of business at Gateway Tower West, Suite 420, 15 West South Temple, Salt Lake City, Utah 84101.

WHEREAS, the parties wish to confirm the ownership of a certain U.S. Patent Application filed jointly by Kepa and Gordon W. Romney and any Patents (as that term is defined below); and

WHEREAS, ARCANVS has obtained from Gordon W. Romney all of his interest, if any, in the Application (as that term is defined below) and the Patents; and

WHEREAS, Kepa desires to sell all of his capital stock in ARCANVS and ARCANVS, S.A. to a third party who desires that ARCANVS own the Application and any Patents and ARCANVS and Kepa desire to define the rights of the parties as they relate to the Patents so that the sale of Kepa's stock in ARCANVS and ARCANVS, S.A. can be made to said third party,

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Kepa and ARCANVS agree as follows:

### 1. Definitions.

1.1 "Application" shall mean U.S. Patent Application Serial No. 09/459,161, filed on December 10, 1999, and entitled "Anonymously Linking a Plurality of Data Records."

1.2 "DeID Patent" shall mean the Application and any patent or patents (domestic or foreign) claiming priority to the Application. The DeID Patent shall also include within its meaning any pending application claiming priority to the Application as well as the method and the procedure described in the Application.

1.3 "Patents" shall mean all patents including the DeID Patent issued in any jurisdiction related to, arising out of or issuing from the Application.

### 2. Assignment and License.

2.1 Assignment. Kepa agrees to execute the Assignment attached as Exhibit "A", assigning all of his right, title and interest, if any, in the Application to ARCANVS.

2.2 License. Redacted

2.3 Redacted

2.3.1 Redacted

2.3.2 Redacted

3. **Restrictions and Cooperation.**

3.1 Redacted

3.2 Kepa agrees to first disclose to ARCANVS any technology that reasonably may be included in a continuation-in-part application (a "CIP Application") of the Application or any continuation, continuation-in-part, or division thereof. ARCANVS shall have a reasonable number of days to elect to file a CIP Application and will own any patents issuing therefrom.

3.3 ARCANVS shall provide written notice to Kepa of any CIP Application filed by ARCANVS claiming priority to the Application.

3.4 Kepa further agrees to assist ARCANVS in every proper way during the term of this Agreement at Kepa's hourly rate of \_\_\_\_\_ to obtain and maintain for its own benefit, the DeID Patent in any and all countries. Such assistance shall include, but not be limited to, the execution and delivery of specific assignments as required for ARCANVS to obtain any such domestic and foreign patent rights in the DeID Patent, the execution and delivery of all other papers and documents of every nature which relate to the securing and maintenance of such patent rights, and the performance of all other lawful acts such as giving testimony in any interference proceedings, infringement suits, or other litigation as may be deemed necessary or advisable by ARCANVS.

4. **Prosecution and Maintenance.**

ARCANVS agrees to pay all attorneys' fees and expenses incurred in connection with the filing, prosecution, and issuance and/or maintenance of the DeID Patent within the United States.

5. **Foreign Patent Protection.**

5.1 ARCANVS will file a PCT application corresponding to the Application designating all PCT participating countries. ARCANVS may, at its discretion and expense, seek patent protection in foreign countries.

5.2 Kepa will identify for ARCANVS in writing, within [\_\_\_\_ days/months] of the execution of this License Agreement, all countries for which Kepa reasonably desires foreign patent protection corresponding to the Application.

5.3 In the event that ARCANVS foregoes patent protection in one or more countries identified in writing by Kepa under Paragraph 5.2 above, Kepa may, at his own expense and using his own foreign counsel, apply for patent protection in such countries, in which case Kepa will become the sole owner of such foreign applications and any foreign patents issuing therefrom.

6. **Publication and Confidentiality.**

At the parties' option, Kepa and ARCANVS may coordinate and cooperate with respect to publications and research regarding the Application and the Patents, or either party may publish and perform research independently without reference to the other. Notwithstanding the foregoing, both Kepa and ARCANVS shall maintain as confidential all information pertaining to the Application, except in connection with: Redacted as permitted in this Agreement, but provided that the recipients of such information agree in writing to maintain the secrecy of the information by executing a confidential disclosure agreement substantially in the form attached as Exhibit "B."

7. **Prosecution for Infringement.**

7.1 **Notice.** Kepa and ARCANVS shall immediately inform each other in writing of any activities of third parties that may affect the value, validity or enforceability of the rights under any of the Patents and shall promptly provide each other with such details that are in their possession or knowledge relating thereto.

7.2 ARCANVS shall have the sole and exclusive right to enforce the DeID Patent and any continuations-in-part and divisions against infringement and attacks on the validity of the DeID Patent. ARCANVS shall have the obligation to maintain the market value of the DeID Patent by undertaking prudent actions of enforcement.

7.3 Redacted

7.4 Redacted



Redacted

9. Term and Termination.

The term of this Agreement shall commence on the Effective Date hereof and shall remain in effect so long as any rights of any nature remain in effect under the Patents, and if no Patent ever issues, until the abandonment of the last pending continuation or divisional application relating back to the Application, and if none, upon the abandonment of the Application.

10. Notices.

All notices or other communications called for hereunder or contemplated hereby shall be made in writing to the parties at the addresses set forth below:

*Kepa:*

Pedro "Kepa" Zubeldia  
371 Sanders Lane  
Kaysville, Utah 84037

*with a copy to:*

David M. Shear, Esq.  
12913 Castlerock Court  
Oklahoma City, Oklahoma 73142

*ARCANVS:*

Gordon W. Romney  
ARCANVS, Inc.  
Gateway Tower West, Suite 420  
15 West South Temple  
Salt Lake City, Utah 84101

11. Miscellaneous.

11.1 Whole Agreement. This Agreement embodies all representations, warranties and agreements of the parties hereto with respect to the subject matter hereof, and may not be altered or modified except by an instrument in writing signed by the parties.

11.2 Benefit of the Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Kepa may not assign his rights or obligations under

this Agreement without ARCANVS' prior written consent. ARCANVS may assign this Agreement to any entity that acquires all of ARCANVS' rights in the DeID Patent or any Patent or acquires ARCANVS by merger, exchange, reorganization or other corporate combination.

11.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby consent and submit to Utah law, jurisdiction and venue, and court-annexed mediation in the state of Utah for all disputes arising out of this Agreement.

11.4 Section Headings. The section headings contained herein are for convenience and reference only and shall not in any way affect the meaning or interpretation of this Agreement.

11.5 Severability. All agreements and covenants contained herein are severable, and in the event any of them should be held to be invalid by a court of competent jurisdiction, this Agreement shall be interpreted and enforced as if such invalid agreements or covenants were not contained herein.

11.6 Installation, Support and Maintenance Services. The party negotiating any license pursuant to and in accordance with Section 2.3 above shall have the right to provide installation, support and maintenance services to the licensee on terms agreed upon by the licensee and such party. If the party negotiating the license declines to provide such services, such party shall notify the other party in writing of such decision so that such other party can offer to provide such services to the licensee if desired.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

This Agreement is entered into by the parties hereto as of the date hereof.

**PEDRO "KEPA" ZUBELDIA**

\_\_\_\_\_  
Date: March \_\_, 2000

**ARCANVS, INC.**

By: \_\_\_\_\_  
Gordon W. Romney  
Its: President

Date: March \_\_, 2000

O:\Users\Taylor.Nolan\Client A-M\Cornerstone\v2 License Agreement - Cornerstone Capital Partners- Arcanvs, Inc.wpd

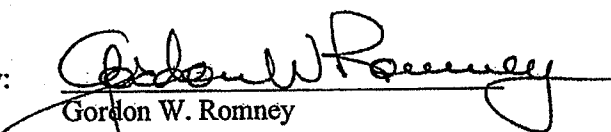
This Agreement is entered into by the parties hereto as of the date hereof.

**PEDRO "KEPA" ZUBELDIA**



Date: March 17, 2000

**ARCANVS, INC.**

By: 

Gordon W. Romney

Its: President

Date: March 17, 2000

**EXHIBIT "B"**

**DeID PATENT ASSIGNMENT**

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**PATENT**

**REEL: 024755 FRAME: 0761**

PATENT

ASSIGNMENT

For good and valuable consideration, Kepa Zubeldia ("Kepa"), an individual residing in the State of Utah, has sold, assigned and transferred and does hereby sell, assign and transfer to ARCANVS, Inc. a corporation organized under the laws of the State of Utah, having a principal place of business at Gateway Tower West, Suite 420, 15 West South Temple, Salt Lake City, Utah 84101, ("ARCANVS"), for itself and its successors, transferees, and ARCANVS the following:

1. The entire worldwide right, title and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the application for United States Letters Patent entitled: Anonymously Linking a Plurality of Data Records ("APPLICATION"), which was filed on December 10, 1999, and having a serial number of 09/459,161; and
2. The entire worldwide right, title and interest in and to:  
(a) the APPLICATION, including any right of priority; (b) any divisional, continuation, substitute, renewal, reissue, and other related applications that have been or may be filed in the United States or elsewhere in the world; and (c) any patents that may be granted on the applications set forth in (a) and (b) above.

Kepa agrees that ARCANVS may apply for and receive patents for SUBJECT MATTER in ARCANVS' own name.

Kepa agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, application, and other papers necessary or desirable to fully secure to ARCANVS the rights, titles and interests herein conveyed; (2) communicate to ARCANVS all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ARCANVS shall consider desirable in securing, manufacturing, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ARCANVS the rights titles and interests herein conveyed. Kepa further agrees to provide any successor, assign, or legal representative of ARCANVS with the benefits and assistance provided to ARCANVS hereunder.

Kepa represents that Kepa has the rights, titles and interests conveyed as set forth herein, and covenants with ARCANVS that the Kepa has made or will make hereafter no assignment, grant, mortgage, license, or other agreement affecting the rights, titles and interests herein conveyed.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Name and Signature

Date of  
Signature

\_\_\_\_\_  
Pedro Kepa Zubeldia

\_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_ personally  
[NOTARY PUBLIC]

appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

\_\_\_\_\_  
Notary

Notary Seal

Exhibit A

Assignment v1 - Cornerstone and Arcans

**EXHIBIT "C"**

**FORM OF LETTER OF CREDIT**



Redacted

Redacted

**DISCLOSURE SCHEDULE**

**NONE**

Initial