

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Asset Purchase Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Confidant International, LLC	06/30/2010
Confidant, Inc.	06/30/2010
RECEIVING PARTY DATA	
Name:	Confidant Hawaii, LLC
Street Address:	820 Miliani Street, Suite 600
City:	Honolulu
State/Country:	HAWAII
Postal Code:	96813
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	11312156
Application Number:	12396011
Application Number:	12578125
CORRESPONDENCE DATA	
Fax Number:	(252)672-5477
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	252-672-5400
Email:	patents@wardandsmith.com
Correspondent Name:	Ward and Smith, P.A.
Address Line 1:	1001 College Court
Address Line 2:	P.O. Box 867
Address Line 4:	New Bern, NORTH CAROLINA 28563-0867
ATTORNEY DOCKET NUMBER:	071048-00005
NAME OF SUBMITTER:	A. Jose Cortina

OP \$120.00 11312156

501313310

**PATENT
 REEL: 025103 FRAME: 0827**

Total Attachments: 23

source=Confidant_Asset_Purchase_Agmt#page1.tif
source=Confidant_Asset_Purchase_Agmt#page2.tif
source=Confidant_Asset_Purchase_Agmt#page3.tif
source=Confidant_Asset_Purchase_Agmt#page4.tif
source=Confidant_Asset_Purchase_Agmt#page5.tif
source=Confidant_Asset_Purchase_Agmt#page6.tif
source=Confidant_Asset_Purchase_Agmt#page7.tif
source=Confidant_Asset_Purchase_Agmt#page8.tif
source=Confidant_Asset_Purchase_Agmt#page9.tif
source=Confidant_Asset_Purchase_Agmt#page10.tif
source=Confidant_Asset_Purchase_Agmt#page11.tif
source=Confidant_Asset_Purchase_Agmt#page12.tif
source=Confidant_Asset_Purchase_Agmt#page13.tif
source=Confidant_Asset_Purchase_Agmt#page14.tif
source=Confidant_Asset_Purchase_Agmt#page15.tif
source=Confidant_Asset_Purchase_Agmt#page16.tif
source=Confidant_Asset_Purchase_Agmt#page17.tif
source=Confidant_Asset_Purchase_Agmt#page18.tif
source=Confidant_Asset_Purchase_Agmt#page19.tif
source=Confidant_Asset_Purchase_Agmt#page20.tif
source=Confidant_Asset_Purchase_Agmt#page21.tif
source=Confidant_Asset_Purchase_Agmt#page22.tif
source=Confidant_Asset_Purchase_Agmt#page23.tif

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of June 30, 2009 (the "Effective Date"), is made by and among Confidant Hawaii, LLC, a Delaware limited liability company ("Buyer"), Confidant International, LLC, a Delaware limited liability company ("Confidant International"), and Confidant, Inc., a Delaware corporation ("Confidant"). Each of Confidant International and Confidant shall be referred to herein as "Seller" and together as "Sellers".

WHEREAS, as of the date of this Agreement, Buyer is a wholly owned subsidiary of Confidant International;

WHEREAS, Sellers have agreed with Buyer and with Hawaii Strategic Innovation Fund, LLC, PacifiCap Credit Hawaii Fund, LLC and Hawaii Innovation Growth Fund, LLC (collectively, "PacifiCap") that in consideration for certain commitments of funding, PacifiCap will acquire ninety percent (90%) of the membership interest of Buyer;

WHEREAS, as part of the transaction referred to in the foregoing recital, PacifiCap has agreed to provide certain funding, as hereinafter described, to Buyer, which commitment is a material inducement to Sellers entering into this Agreement; and

WHEREAS, Sellers wish to sell, transfer and assign to Buyer, and Buyer wishes to purchase from Sellers, all of the Acquired Assets (as hereinafter defined) of Sellers for the consideration set forth herein and upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, representations, warranties, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers and Buyer hereby agree as follows:

ARTICLE I

SALE AND PURCHASE; ASSUMED OBLIGATIONS

Section 1.1 Sale and Purchase of Assets. Sellers agree to sell and transfer to Buyer, and Buyer agrees to purchase from Sellers at the Closing, subject to the exclusions contained in Section 1.2 hereof and subject to and upon the other terms and conditions contained herein, free and clear of any mortgage, lien, pledge, option, charge, warrant, security interest, adverse or prior claim, encumbrance, or liability of any nature whatsoever (collectively, "Liens"), all rights, title and interest in, to and under all assets of the Sellers, which include, without limitation, the following (collectively, the "Acquired Assets"):

(a) all accounts receivable identified in Schedule 1, notes receivable and other receivables;

1921773.7

(b) all inventories and work-in-process, and all other rights to collect from customers and to retain all fees and other amounts payable, or that may become payable, with respect to services performed on behalf of Seller on or prior to the Closing Date;

(c) all equipment, specifications, diagrams, materials, prototypes, tools, supplies, vehicles, furniture, fixtures, improvements and other tangible assets (including the tangible assets identified in Schedule 1;

(d) all advertising and promotional materials possessed by Seller;

(e) all of the intangible rights and property of Seller, going concern value, goodwill, telephone, telecopy and email addresses, web sites, Net Names, and listings;

(f) all rights and benefits under Sellers' insurance policies arising from or relating to the Acquired Assets;

(g) all rights of Seller relating to deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof;

(h) all rights of Seller under the contracts listed on Schedule 1 identified in and all outstanding offers or solicitations made by or to Seller to enter into any contract (the "Contracts");

(i) all governmental authorizations (including the governmental authorizations identified in Schedule 1) and all pending applications therefor or renewals thereof, in each case to the extent transferable to Buyer;

(j) all claims (including claims for past infringement of intellectual property) and causes of action of Sellers against other persons (regardless of whether or not such claims and causes of action have been asserted by Sellers), and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery possessed by Seller (regardless of whether such rights are currently exercisable);

(k) Copies of relevant portions of all books of account, financial and accounting records and other data of Sellers relating to customers and the Contracts, including, without limitation, all customer correspondence, notes, and documentation related thereto, as well as documentation regarding any past work with current or former customer prospects.

(l) All Seller-developed software, together with its object code and corresponding Source Code (as hereinafter defined), together with all documentation related thereto, including, without limitation, all drawings, specifications and other documentation related to hardware, firmware and software, external antenna and interfacing software, and other telecommunication technology embodied in the current "bluetooth" configuration, including those described on Schedule 1 attached hereto (collectively, the "Software"). The term "Source Code" as used herein and elsewhere in this Agreement shall refer to the machine readable and human readable

copies of the Software, consisting of instructions to be executed upon a computer in the language used by its programmer (i.e., prior to compilation or assembly), in a form in which the program logic of the Software is deducible by a human being, fully commented, and including all flow diagrams and all other documentation and manuals which would allow persons who are experienced computer programmers, but who are unfamiliar with the Software, to properly effect modifications, enhancements and support for that Software.

(m) All "Intellectual Property" of Sellers which shall include, collectively, the following:

- (i) the Software;
- (ii) all mailing lists, client lists, customer and prospect lists and account files, charts of accounts, Financial Statements (as described in Section 3.1(o) below), price lists, goodwill, and other information necessary for or used in the operation of the business as conducted by Sellers;
- (iii) all ideas, inventions, discoveries, know-how, computer programs, improvements, methods, developments and other creative works and works of authorship, whether or not patentable or copyrightable, conceived or made or reduced to practice necessary for or used in the operation of the business as conducted by Sellers; and
- (iv) all intellectual property rights of every kind and nature, including patents, copyrights, trademarks, mask works, trade secrets, tradenames, unregistered trademarks, service marks, trade dress, logos, and related marketing materials, together with all translations, adaptations, derivations and combinations thereof, and all applications for any of the foregoing, together with all goodwill associated therewith, remedies against infringements thereof and rights to protection of interest therein, necessary for or used in the operation of the business as conducted by Sellers, including those described on Schedule 1 attached hereto. To the extent that any Intellectual Property or improvements transferred and assigned to Buyer hereunder consist of rights of a Seller under an agreement or license with or from a third party, any assignment or transfer granted hereunder shall be limited to the rights which such Seller has a right to grant under such agreement or license.

Section 1.2 Excluded Assets. There shall be excluded from the Acquired Assets to be sold, assigned, transferred, conveyed and delivered to Buyer hereunder, and to the extent in existence on the Closing Date, there shall be retained by the Sellers, the following assets, properties and rights (collectively, the "Excluded Assets"):

- (a) All cash, cash equivalents and accounts receivable (not identified in Schedule 1) as of the Closing Date (collectively, the "Accounts Receivable").
- (b) The minute books, member records, personnel records, and tax returns of Sellers.
- (c) All claims for refund of taxes and other governmental charges of any nature.

- (d) Confidant's membership interests in Confidant International and Confidant International's membership interests in Buyer.
- (e) Any employee benefit plans maintained by Sellers.
- (f) All rights under this Agreement.

Section 1.3 Assumption of Liabilities. On the terms and subject to the conditions set forth herein, from and after the Closing Date, Buyer will assume and satisfy or perform when due only the following liabilities of the Sellers (collectively, the "Assumed Liabilities"):

- (a) all liabilities under the Contracts; and
- (b) all liabilities relating to or arising out of the ownership, operation or use by the Buyer of the Acquired Assets on or after the Closing Date;

provided, however, that the Assumed Liabilities shall in no event include any Excluded Liability.

Section 1.4 Liabilities Not Assumed. Except as expressly set forth in Section 1.3 above, and without increasing the scope of the Assumed Liabilities by implication, Buyer shall not assume, perform or satisfy any liability or obligation of any kind or nature whatsoever not specifically contemplated by Section 1.3 to be Assumed Liabilities with respect to, any and all claims, liabilities, accounts payable, commitments, guarantees, taxes, penalties or other obligations, in each case whether matured or unmatured, accrued, contingent, asserted or unasserted, or whether known or hereafter discovered, or otherwise of Sellers (absolute, contingent or otherwise) arising out of the ownership or operation of any of the Acquired Assets prior to the Closing Date, or the consummation of the transactions under this Agreement or otherwise including, without limitation, the following (collectively, the "Excluded Liabilities"):

- (a) any liability to the extent that it relates to or arises out of any of the following:
 - (i) an Excluded Asset, (ii) any liability of Sellers which is not an Assumed Liability, including with limitation, all accounts payable and other accrued liabilities of Sellers outstanding as of the Closing Date and obligations to International Barcode Corporation under the Option Agreement dated as of February 27, 2008, as amended, or (iii) the non-performance of any covenant or obligations to be performed under this Agreement by Sellers at any time;
- (b) any liability that relates to or arises out of payments made or owed to or benefits of any kind provided or owed to Seller's employees and consultants or former employees and consultants, including, without limitation, (i) as a result of the sale of the Acquired Assets or as a result of the termination by Sellers of any of their respective employees or consultants, (ii) any liability to provide former employees so-called COBRA continuation coverage, (iii) any liability in respect of medical and other benefits for existing and future retirees, (iv) any liability in respect of work-related employee injuries or worker's compensation claims, (v) any liability arising out of or with respect to any employee plan (including, without limitation, any liability arising out of or with respect to the funding, administration or termination of any employee plan), and (vi) any liability for bonuses or other severance obligations;

(c) any liability under any federal, state, local or foreign environmental laws, whether disclosed or undisclosed, known or unknown;

(d) any penalties or fines or customer compensation, credit or reimbursement obligation imposed by any regulatory authority or as a result of any settlement of customer complaints arising out of Sellers' misconduct or violation of law, including any charges pending or threatened in any civil complaint or cause of action by any federal, state or local regulatory authority concerning any past or present customer of Sellers or any past or present business practices of Sellers; and

(e) any liability for taxes including, without limitation, any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar, including FICA), 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.

Section 1.5 Additional Funding. As a condition to Seller's obligation to close, PacifiCap shall have contributed equity capital to Buyer of One Hundred Thousand Dollars (\$100,000) to be used to fulfill the purposes of this Agreement, including, but not limited to, the further development of the business previously conducted by Buyer. In addition, from the date of this Agreement and continuing after Closing, PacifiCap may, in PacifiCap's sole discretion, invest an additional Nine Hundred Thousand Dollars (\$900,000) in equity capital in Buyer which shall be used by Buyer for the development and enhancements of products purchased under this Agreement. It is understood and agreed that, until such time as PacifiCap has made an aggregate equity investment in Buyer of One Million Dollars (\$1,000,000), additional membership units in Buyer shall be issued to Confidant International, at no cost, such that its ownership interest in Buyer is maintained at ten percent (10%), in accordance with the terms of the Second Amended and Restated Operating Agreement of Confidant Hawaii, LLC dated June __, 2009 (the "Buyer Operating Agreement").

ARTICLE II

CLOSING AND DELIVERY OF UNITS

Section 2.1 Closing. Unless this Agreement shall have been terminated pursuant to Article VII of this Agreement, the Closing of the transactions contemplated hereby (the "Closing") shall be held on or before June 30, 2009 or such other date as the parties may mutually agree (the "Closing Date").

Section 2.2 Consideration. As consideration for sale and purchase of the Acquired Assets, Buyer shall pay Sellers a royalty of five percent (5.0%) of the gross revenue of Buyer (the "Royalty Payment"). The Royalty Payment shall be allocated and paid as follows: (i) one

hundred percent (100%) to Confidant, which Confidant shall use exclusively to repay outstanding secured debt to Winsome Investors, LLC, Hendren Investments, LLC, Hawaii Strategic Fund, LLC and PacifiCap Credit Hawaii Fund, LLC, until such time as all of such secured debt has been paid and satisfied in full; (ii) thereafter, one hundred percent (100%) to Confidant International until Confidant International has received aggregate Royalty Payments equal to that received by Confidant, provided that (x) such payments shall be applied to outstanding obligations of Confidant International on a *pari passu* basis and (y) in lieu of any cash payment by Confidant International to Buyer under the Intercompany Revolving Note dated January __, 2007 with a balance due of \$737,475.27 payable by Confidant International to Buyer (the "Revolving Note"), Buyer may credit the applicable Royalty Payment payable to Confidant International directly to outstanding amounts under the Revolving Note and (iii) thereafter, fifty percent (50%) of the Royalty Payment shall be paid to Confidant and fifty percent (50%) shall be paid to Confidant International. The Royalty Payment shall be paid in cash on a quarterly basis no later than the 15th day after the end of each quarter. Each Royalty Payment shall be accompanied by a statement setting forth in reasonable detail the computation of the royalty being paid, and any deductions therefrom.

For purposes hereof, "gross revenue" shall mean (i) all amounts received with respect to the sale of products actually shipped by Buyer to a customer, plus any funds received due to the sale of warranties, services, maintenances agreements, or the like; less actual discounts, credits, refunds and allowances made, freight, transportation, C.O.D., insurance and similar charges, manufacturer's warranty charges, and any applicable sales, use or other similar taxes and (ii) all amounts received by Buyer from licensing its Intellectual Property.

The obligations of Buyer hereunder shall terminate upon Buyer's sale or exclusive license of all or substantially all of its assets or the acquisition of Buyer by or reorganization or merger of Buyer into or with another entity in which the members of Buyer immediately prior to the transaction do not own a majority of the outstanding shares of the surviving, purchasing, or newly resulting corporation or other entity, whether by means of merger or consolidation or reorganization immediately following the transaction; excluding, however, (i) a merger effected exclusively for the purpose of changing the domicile of Buyer or (ii) an equity financing in which Buyer is the surviving entity. Proceeds from such a transaction shall be distributed to the members of Buyer in accordance with the Buyer Operating Agreement. Notwithstanding anything contained herein to the contrary, in the case of a transaction where the assets are retained by Buyer but rights to substantially all of its intellectual property are licensed to a third party in exchange for future royalty or other payments, then Buyer shall transfer and deliver, or cause to be transferred and delivered, to Sellers five percent (5%) of the consideration received by Buyer in connection with said transaction, less such transaction costs and expenses that are directly related to the consummation of said transaction. Said net consideration or proceeds shall be paid or allocated to Confidant and Confidant International in the same manner as described above.

Section 2.3 Deliveries at Closing.

- (a) At the Closing, Seller shall deliver to Buyer:

- (i) a Bill of Sale in the form of Exhibit A attached hereto;
 - (ii) an Assignment and Assumption Agreement in the form of Exhibit B attached hereto;
 - (iii) such other instruments of sale, transfer, conveyance and assignment as Buyer and its counsel may reasonably request; and
 - (iv) a Confidentiality, Non-Solicitation and Non-Competition Agreement (each, a "Non-Competition Agreement") executed by each Seller in the form of Exhibit C hereto; and
- (b) At the Closing, Buyer shall deliver to Sellers all such documents and instruments as Sellers or their counsel shall reasonably request to consummate or evidence the transactions contemplated hereby.

Section 2.4 Employees and Independent Contractors. Sellers have no employees. Sellers have engaged certain individuals as independent contractors. Sellers acknowledge and agree that Buyer is not obligated to offer employment to or to hire any contractor of Sellers, and Sellers shall retain all liabilities with respect to all contractors of Sellers. Sellers hereby agree to indemnify, defend, and hold Buyer harmless from and against any and all liabilities accruing from Sellers' engagement of consultants arising prior to or after the Closing Date.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of Sellers. As of the Effective Date and as of the Closing Date, except as set forth on the Disclosure Schedule attached hereto, each Seller represents and warrants the following as it applies to that individual Seller (and not jointly and severally) as follows:

(a) **Sellers' Organization and Good Standing.** Each Seller is duly-organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, as the case may be. Each Seller has all requisite power and authority to carry on its business as it is now being conducted. Each Seller is duly qualified and in good standing in each jurisdiction in which qualification is necessary under applicable law to carry on its business as it is now being conducted, except for those jurisdictions in which the failure to do so would not have a material adverse effect on such Seller.

(b) **Authority, Execution; Delivery.** Each Seller has full power and authority to enter into this Agreement and to sell the Acquired Assets in accordance with the terms hereof so as to vest in Buyer on the Closing Date good and valid title to the Acquired Assets, free and clear of any Liens. The execution, delivery and performance by each Seller of its obligations under this Agreement, and any other agreements contemplated hereby to which it is a party, have been duly and validly authorized by all necessary organizational action on the part of such Seller. This

Agreement has been duly executed and delivered by each Seller and constitutes the legal, valid and binding obligation of Sellers, enforceable against Sellers in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors rights in general, moratorium laws or by general principles of equity.

(c) No Conflict or Violation; Consents.

(i) Neither the execution and delivery by either Seller of this Agreement and the other agreements contemplated hereby, the consummation of the transactions contemplated herein or therein, nor fulfillment by Sellers of the terms and compliance with any of the provisions hereof or thereof, will (with or without the giving of notice or the passage of time) (A) violate, conflict with, result in a breach of, constitute a default under, or result in the creation of any Lien upon any of the Acquired Assets or (B) violate, conflict with, result in a breach of, or constitute a default under, any of the terms, conditions or provisions of (1) the organizational documents of either Seller or (2) any note, bond, mortgage, indenture, deed of trust, or any license, agreement, or any other instrument or obligation to which either Seller is a party, or by which Sellers or any of Sellers' assets or properties may be bound or affected.

(ii) No consent or approval of any third party, nor any consent, approval, order or authorization of, or registration or filing with, any court, administrative agency, commission or other governmental authority is required to be obtained, filed or made by Sellers in connection with the execution, delivery and performance of this Agreement or the sale of the Acquired Assets by Sellers to Buyer.

(d) Valid Title. Each Seller has good and valid title to the Acquired Assets, free and clear of Liens. Each Seller has the full right and power to sell, convey, transfer, assign and deliver the Acquired Assets to Buyer. Sellers shall convey to Buyer title to all of the Acquired Assets, free and clear of any Lien.

(e) All Assets Necessary to Conduct Business. The Acquired Assets comprise all of the assets, properties and rights of every type and description, real, personal, tangible and intangible used by Sellers in the conduct of Sellers' businesses.

(f) Compliance with Laws. Sellers have each complied in all material respects with all statutes, regulations, rules, orders, ordinances, and other laws of the United States (including, but not limited to, any applicable bulk sales laws), and all local and foreign governments to which Sellers or the Acquired Assets are subject. Neither Seller has received any notice of any violation of any such law, regulation, order or other legal requirement or any notice that is in default with respect to any order, writ, judgment, award, injunction or decree of any federal, state, local or foreign statute, regulation, rule, order, ordinance or other law to which either Seller, Seller's business or the Acquired Assets are subject.

(g) Validity of Contracts. The Disclosure Schedule attached hereto lists each contractual obligation to which each Seller is a party:

- (i) concerning confidentiality, non-competition, or related obligations;
- (ii) under which it has created, incurred, assumed, or guaranteed any indebtedness or under which it has imposed a Lien on any of its assets, tangible or intangible;
- (iii) concerning any profit sharing, stock option, stock purchase, stock appreciation, deferred compensation, severance, or other plan or arrangement for the benefit of its current or former directors, officers, and employees under which any benefits are currently payable or could be payable in the future;
- (iv) providing for the employment or consultancy with any individual on a full-time, part-time, consulting or other basis or providing severance or retirement benefits under which any compensation, benefits or other payments are currently payable or could be payable in the future;
- (v) under which it has advanced or loaned any amount to any of its stockholders, affiliates, directors, officers, or employees other than in the ordinary course of business;
- (vi) under which the consequences of a default or termination could have a material adverse effect on either Seller's business or the Acquired Assets or either Seller's ability to sell the Acquired Assets to Buyer under the terms of this Agreement, or on Buyer's ability to own the Acquired Assets free and clear of any Liens or Buyer's ability to operate the Sellers' businesses after the Closing Date; and
- (vii) which are used or useful in the operation of Sellers' businesses including, without limitation, all Contracts and pending Contracts with customers of Sellers.

Sellers have made available to Buyer a correct and complete copy of each written contractual obligation listed on the Disclosure Schedule and a written summary setting forth the terms and conditions of each oral contractual obligation referred to on the Disclosure Schedule attached hereto. Except as disclosed in the Disclosure Schedule, with respect to each such agreement: (i) the agreement is legal, valid, binding, enforceable, and in full force and effect; (ii) the agreement will continue to be legal, valid, binding, enforceable, and in full force and effect on substantially identical terms following the consummation of the transactions contemplated hereby; (iii) neither Seller is in material breach or default and, to each Seller's knowledge, no other party is in material breach or default, and no event has occurred which with notice or lapse of time would constitute a material breach or default, or permit termination, modification, or acceleration, under such agreement; and (iv) neither Seller has, nor to each Seller's knowledge, has any other party repudiated any provision of such agreement. Each such Contract as is assigned at the Closing will be valid and binding and enforceable by Buyer in accordance with its terms.

(h) Intellectual Property.

(i) Each item of Intellectual Property will be owned or available for use by Buyer on substantially identical terms and conditions immediately subsequent to the Closing hereunder. Sellers have taken all commercially reasonably necessary action to maintain and protect each item of Intellectual Property that Sellers own or use in the conduct of their respective businesses. Neither Seller has knowledge that it has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of third parties in connection with the conduct of Sellers' businesses, and there has not been any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that either Seller must license or refrain from using any Intellectual Property rights of any third party), and, to Sellers' knowledge, no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of Sellers relating to the conduct of Sellers' businesses.

(ii) The Disclosure Schedule identifies each (A) patent or registration which has been issued to either Seller with respect to the Intellectual Property, (B) pending patent application or application for registration which has been made with respect to the Intellectual Property, and (C) license, agreement, or other permission which Sellers have granted to any third party with respect to any of the Intellectual Property, in each case together with all documentation prepared by Sellers or their agents and representatives in connection therewith. Sellers will make available to Buyer correct and complete copies of all such patents, registrations, applications, licenses, agreements, and permissions (as amended to date) and has made available to Buyer correct and complete copies of all other written documentation in Sellers' possession or control evidencing ownership and prosecution (if applicable) of each such item. The Disclosure Schedule also identifies (a) each trade name or unregistered trademark, service mark, trade dress, logos, and marketing and related materials, together with all translations, adaptations, derivations and combinations thereof, including all goodwill associated therewith, used by Sellers' in the conduct of their businesses and (b) each material item of Intellectual Property that any third party owns and that Sellers use or could use pursuant to an existing contractual obligation. To each Seller's knowledge, neither Seller would interfere with, infringe upon, misappropriate, or otherwise come into conflict with, any Intellectual Property rights of third parties as a result of the continued operation of Sellers' businesses as presently conducted or as proposed to be conducted upon consummation of the transaction hereunder.

(i) **Litigation.** There is no claim, litigation, action, suit, proceeding, investigation or inquiry, judicial or administrative, pending or, in Sellers' knowledge, threatened against or affecting either Seller in connection with the business of Sellers or the Acquired Assets that are the subject of this Agreement. Neither Seller is subject to or in default with respect to any judgment, order, writ, injunction or decree or any governmental restriction that is reasonably likely to interfere with or prevent consummation of this transaction.

(j) **Taxes.** Sellers have each timely filed all requisite federal, state and local tax and information returns which are required to be filed by them and has paid, or made adequate provision for the payment of, all taxes which may have or may become due and there are no assessments or any basis therefor. There are no examinations in progress or claims against either

Seller for federal or other taxes (including penalties and interest) for any period and no notice of any claim, whether pending or threatened, for taxes has been received.

(k) **Insurance**. Sellers have obtained and currently maintain the insurance described in the Disclosure Schedule. All such insurance policies are in full force and effect and Sellers know of no basis for cancellation thereof. Sellers continue to have coverage under such policies with respect to events occurring prior to the Closing.

(l) **Liabilities**. Sellers have made available to Buyer true and correct copies of all instruments and other documents which constitute or evidence, in whole or in part, any of the Assumed Liabilities. None of the Assumed Liabilities or such instruments and documents have been modified or amended, whether in writing, by custom or usage or otherwise, and all of the Assumed Liabilities and such instruments and documents are in full force and effect in accordance with their terms in all material respects. None of the Assumed Liabilities includes any indemnity obligations or liabilities. All payments have been made when due, and Sellers have performed in all other material respects all obligations under, the Assumed Liabilities in accordance with their terms. Neither Sellers nor, to the knowledge of Sellers, any other party to any of the Assumed Liabilities is in material default thereunder or had failed to comply with any if its material obligations thereunder. There are no facts or conditions know to either Seller which, with or without the passage of time, notice, or both, could result in a default under, breach or, or failure to comply with any term or provision of the Assumed Liabilities. Except for the obligations of service performance, service delivery, tax payment, and similar liabilities, each of which would arise in the ordinary course of business, neither Seller is aware of any other liabilities to which it is subject.

(m) **Customers**. Prior to the Effective Date, no customer has given notice to either Seller of an intention to terminate or impair its business relationships with such Seller, and neither Seller has knowledge of any event that would give rise to or precipitate the impairment, or termination of, or failure to renew or entitle any such customer to terminate, such business relationship.

(n) **Employees and Independent Contractors**. Sellers have no employees. Sellers have engaged certain individuals as independent contractors.

(o) **Financial Statements**. Sellers have delivered to Buyer balance sheets and statements of income, changes in stockholders' equity and cash flow of Sellers for the fiscal year ended December 31, 2008 and for the four (4) months ended April 30, 2009 prepared internally by Sellers (collectively, the "Financial Statements"). The Financial Statements are correct, complete and fairly present in all material respects the financial condition of Sellers' businesses for such periods and are consistent in all material respects with the books and records of the Sellers, subject to normal and recurring year end adjustments.

(p) **Absence of Changes**. To Sellers' knowledge, since April 30, 2009 there has not been:

(i) any sale, lease, transfer, or assignment of any of the Sellers' assets, tangible or intangible, other than dispositions of assets having a fair market value of less than \$5,000;

(ii) the entering into of any contract with a monetary value greater than \$5,000 or the acceleration, termination, modification or cancellation of any contract with a monetary value greater than \$5,000;

(iii) the creation or imposition of any Lien upon any Acquired Asset, other than Permitted Liens;

(iv) any capital investment in, any loan to, or any acquisition of the securities or assets of any other person, other than purchases of inventory, materials and supplies in the ordinary course of business;

(v) any cancellation, compromise, waiver, or release of any material right, claim or debt;

(vi) any grant of any license or sublicense of any rights or modification of any rights under or with respect to, or the entering into of any settlement regarding any infringement of the Sellers' rights to, and Intellectual Property;

(vii) any threat or notification, either orally or in writing, that, and there has not been, one or more customers or prospective customers that have terminated or intend to terminate their respective business relationships or have modified or intend to modify such relationships with Sellers, and Sellers have no knowledge of any basis for any such termination or modification; or

(viii) any damage, destruction or loss (whether or not covered by insurance) to any of Sellers' property.

Section 3.2 Representations and Warranties of Buyer. As of the Effective Date and as of the Closing Date, Buyer hereby represents and warrants to Sellers as follows:

(a) **Buyer's Organization and Good Standing.** Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer has all requisite power and authority to carry on its business as it is now being conducted. Buyer is duly qualified and in good standing in each jurisdiction in which qualification is necessary under applicable law to carry on its business as it is now being conducted.

(b) **Authority: Execution and Delivery.** Buyer has full power and authority to enter into this Agreement and to purchase the Acquired Assets in accordance with the terms hereof. The execution, delivery and performance of this Agreement by Buyer, including the other agreements contemplated hereby, have been duly and effectively authorized by all necessary organizational action by Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in

accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors rights in general, moratorium laws or by general principles of equity.

(c) **Compliance with Laws.** Buyer has complied with all statutes, regulations, rules, orders, ordinances, and other laws of the United States (including, but not limited to, any applicable bulk sales laws), and all local and foreign governments to which Buyer is subject. Buyer has not received any notice of any violation of any such law, regulation, order or other legal requirement and is not in default with respect to any order, writ, judgment, award, injunction or decree of any federal, state, local or foreign statute, regulation, rule, order, ordinance or other law to which Buyer is subject.

(d) **No Conflicts; Consents.**

(i) Neither the execution and delivery by Buyer of this Agreement and the other agreements contemplated hereby, the consummation of the transactions contemplated herein or therein, nor fulfillment by Buyer of the terms and compliance with any of the provisions hereof or thereof will (with or without the giving of notice or the passage of time) violate, conflict with, result in a breach of, or constitute a default under, any of the terms, conditions or provisions of (i) the organizational documents of Buyer or (ii) any note, bond, mortgage, indenture, deed of trust, or any license, agreement, or any other instrument or obligation to which Buyer is a party, or by which Buyer or any of Buyer's assets or properties may be bound or affected.

(ii) No consent, or approval of any third party, nor any approval, order or authorization of or registration or filing with, any court, administrative agency, commission or other governmental authority is required to be obtained, filed or made by Buyer in connection with the execution, delivery and performance of this Agreement.

(e) **Litigation.** There is no claim, litigation, action, suit, proceeding, investigation or inquiry, judicial or administrative, pending or, in Buyer's knowledge, threatened against or affecting Buyer. Buyer is not subject to or in default with respect to any judgment, order, writ, injunction or decree or any governmental restriction that is reasonably likely to interfere with or prevent consummation of this transaction.

ARTICLE IV

COVENANTS AND AGREEMENTS

Section 4.1 Further Assurances. From and after the Closing Date, from time to time, at Buyer's request and without further consideration, Sellers shall execute and deliver or cause to be executed and delivered such other instruments and take such other actions as Buyer or its counsel may reasonably request to more effectively convey, transfer to and vest in Buyer, and to put Buyer in possession and operating control of all or any part of the Acquired Assets.

Section 4.2 Transfer Taxes. Sellers shall pay and promptly discharge when due the entire amount of any and all sales, transfer and use taxes ("Taxes") imposed or levied by reason of the sale of the Acquired Assets to Buyer; provided, however, that any such taxes based upon, or measured by, profits, revenues, gains, depreciation or income shall be borne solely by the party on which they are imposed. The parties shall cooperate with each other to the extent reasonably requested and legally permitted to minimize any such Taxes and to prepare any documents necessary to satisfy the requirements of any applicable exemption from such laws. Buyer and Sellers hereby waive compliance with the Uniform Commercial Code-Bulk Transfers and any other applicable state bulk transfer laws.

Section 4.3 Non-Competition Agreements. At the Closing, each Seller shall enter into a Non-Competition Agreement.

Section 4.4 Support of Pilot Projects. Buyer will undertake and support the Amerihealth pilot study, as well as any other pilots, marketing, sales, FDA, patent prosecution maintenance and regulatory and compliance efforts with which Sellers were involved as of the Closing and that Buyer and Sellers mutually identify and agree merit continuation.

ARTICLE V

CONDITIONS TO CLOSING

Section 5.1 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment by Sellers, or the waiver by Buyer, on or prior to the Closing Date, of the following conditions:

(a) **Representations and Warranties.** Each of the representations and warranties made by Sellers in this Agreement shall be true and correct in all material respects as of the date hereof and as of the Closing Date (except those representations and warranties that are qualified by materiality, which shall be true and correct in all respects).

(b) **Sellers' Performance.** Each of the obligations, covenants and agreements of Sellers to be performed on or before the Closing Date, pursuant to the terms of this Agreement, shall have been duly performed in all material respects by the Closing Date.

(c) **Instruments of Conveyance and Transfer.** At the Closing, Sellers shall have delivered to Buyer such deeds, bills of sale, endorsements, assignments and other good and sufficient instruments of conveyance and transfer (including, without limitation, where required, recordable assignments of any Intellectual Property in recordable form), in form and substance reasonably satisfactory to Buyer and its counsel and consistent with this Agreement, as are effective to vest in Buyer, as applicable, good and marketable title to the Acquired Assets free and clear of any Liens. Simultaneously with such delivery, Sellers shall take or cause to be taken all such other steps as are reasonably required hereunder to put Buyer in actual possession and control of the Acquired Assets.

(d) **Stockholder Approval.** All stockholder or member approvals necessary for consummation of the transaction shall have been obtained and shall be in full force and effect, [and on the Closing Date, Sellers shall have delivered to Buyer an officer's certificate to such effect.]

(e) **Non-Competition Agreements.** Each Seller shall have executed and delivered to Buyer a Non-Competition Agreement.

(f) **Release of Liens.** Unless waived in writing by Buyer, all of the Acquired Assets shall be free and clear of all Liens and Buyer shall have received evidence of the release of all Liens and the termination of all financing statements, if any, as may be reasonably requested by Buyer.

(g) **Litigation.** No claim, action, suit, investigation or other proceeding shall have been filed after the Effective Date and be pending by any third party (including any governmental agency) before any court or administrative agency challenging or otherwise relating to the transactions provided for herein or which may materially affect the value of any of the Acquired Assets or the value of the transaction to Buyer.

(h) **No Change in Law.** There shall not have been any action take or any statute enacted by any governmental authority which would render the parties unable to consummate the transactions contemplated herein or make the transactions contemplated herein illegal, or prohibit, restrict or substantially delay the consummation of the transactions contemplated herein.

(i) **Consents; Regulatory Approvals.** Sellers shall have obtained all consents and approvals of third parties including, without limitation, any approval, order or authorization of or registration or filing with, any court, administrative agency, commission or other governmental authority, required to transfer the Acquired Assets to Buyer or to release any Liens on the Acquired Assets and all such consents and approvals shall have been obtained in compliance with all applicable laws, rules, and regulations and shall be in full force and effect on the Closing Date.

Section 5.2 Conditions to Obligations of Sellers. The obligation of Sellers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment by Buyer, or the waiver by Sellers, on or prior to the Closing Date, of the following conditions:

(a) **Representations and Warranties.** Each of the representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects as of the date hereof and as of the Closing Date (except those representations and warranties that are qualified by materiality, which shall be true and correct in all respects).

(b) **Buyer's Performance.** Each of the obligations of Buyer to be performed on or before the Closing Date pursuant to the terms of this Agreement shall have been duly performed in all material aspects by the Closing Date.

(c) **Consents; Regulatory Approvals.** Buyer shall have obtained all consents and approvals of third parties including, without limitation, any approval, order or authorization of or registration or filing with, any court, administrative agency, commission or other governmental authority, required to purchase the Acquired Assets from Sellers and all such consents and approvals shall have been obtained in compliance with all applicable laws, rules, and regulations and shall be in full force and effect on the Closing Date.

(d) **No Change in Law.** There shall not have been any action taken or any statute enacted by any governmental authority which would render the parties unable to consummate the transactions contemplated herein or make the transactions contemplated herein illegal or prohibit, restrict or substantially delay the consummation of the transactions contemplated herein.

ARTICLE VI

INDEMNIFICATION

Section 6.1 Indemnification by Sellers. Each Seller agrees to indemnify, defend, and hold harmless Buyer and each of Buyer's officers, directors, members, subsidiaries, affiliates, agents and representatives from and against any and all liabilities, claims, causes of action, suits, losses, damages, or expenses arising out of:

(a) the failure of any representation or warranty of such Seller contained in Section 3.1 of this Agreement or any certificate delivered pursuant to this Agreement to be true and correct as of the Closing Date or the breach or violation of any covenant of such Seller made herein;

(b) any Excluded Liabilities and any liabilities arising from the Assumed Liabilities occurring prior to the Closing Date;

(c) the operation of such Seller's business or the Acquired Assets at any time or times on or prior to the Closing Date (including, without limitation, any and all Taxes arising out of, or payable with respect to, such Seller's business operations through the Closing Date or the transactions contemplated hereunder);

(d) liability for noncompliance with any bulk sales, bulk transfer or similar laws applicable to the transactions contemplated by this Agreement or any claims asserting that any transactions contemplated by this Agreement constitute a fraudulent conveyance or similar claim;

(e) any demand, claim, suit, debt, cause of action, arbitration, or other proceeding that is made or asserted by any third party that the Software, when properly used, directly infringes or misappropriates a patent, trademark, trade dress, trade secret, copyright or other intellectual property right of such claimant;

(f) any demand, claim, suit, debt, cause of action or proceeding made or asserted by a shareholder, creditor, receiver, or trustee in bankruptcy of such Seller, or of the property or assets of either, asserting that the transfer of the Acquired Assets to Buyer hereunder constitutes a

fraudulent conveyance, fraudulent transfer or a preference under any applicable state or federal law, including, without limitation, to the United States Bankruptcy Code;

(g) any demand, claim, suit, debt, cause of action or proceeding made or asserted by any current or former employee or independent contractor of such Seller that relates in any manner to any termination by such Seller, or an agent acting on such Seller's behalf, of such person's employment or the services of such employee or independent contractor or any other matter relating to the employment of such employee or independent contractor by such Seller including, without limitation, (i) any alleged failure by such Seller, or any agent of such Seller, to pay or withhold any Taxes payable with respect to such Seller's employment of any employee, and (ii) any Liability under WARN or other applicable state or local statute or regulation affecting termination of employment of employees.

Section 6.2 Indemnification by Buyer. Buyer agrees to indemnify, defend, and hold harmless Sellers and each of Sellers' officers, directors, members, subsidiaries, affiliates, agents and representatives from and against any and all liabilities, claims, causes of action, suits, losses, damages, or expenses arising out of:

(a) the failure of any representation or warranty of Buyer contained in Section 3.2 of this Agreement or any certificate delivered pursuant to this Agreement to be true and correct as of the Closing Date or the breach or violation of any covenant of Buyer made herein;

(b) any liability arising from the Assumed Liabilities occurring subsequent to the Closing Date;

(c) the operation of such Seller's business or the Acquired Assets at any time or times subsequent to the Closing Date.

Section 6.3 Procedures for Indemnification. As used herein, an "Indemnified Party" means a party seeking indemnification pursuant to this Article VI and the term "Indemnifying Party" means the person who is obligated to provide indemnification under this Article VI. The Indemnified Party agrees to give the Indemnifying Party prompt written notice of any event or any claim, suit, action, demand, assessment, investigation, arbitration or other proceeding by or in respect of a third party (a "Third Party Claim") of which it has knowledge, for which such Indemnified Party is entitled to indemnification under this Article VI. In the case of a Third Party Claim, the Indemnifying Party will have the right to direct, through counsel of its own choosing, the defense of settlement of any such Third Party Claim at its own expense. In such case, the Indemnified Party may participate in such defense at its own expense. The Indemnified Party will promptly provide the Indemnifying Party with access to the Indemnified Party's records and personnel relating to any such Third Party Claim during normal business hours and will otherwise cooperate with the Indemnifying Party in the defense and settlement of such Third Party Claim at the Indemnifying Party's expense. No such Third Party Claim may be settled by the Indemnifying Party without the written consent of the Indemnified Party, which consent shall not be unreasonably withheld. If the Indemnifying Party fails to defend or prosecute or withdraws from such defense, then the Indemnified Party will have the right to undertake the defense or settlement thereof, at the Indemnifying Party's expense.

Section 6.4 Survival of Representations, Warranties and Covenants: Limits on Indemnification.

(a) All representations, warranties, covenants, indemnifications and agreements set forth in this Agreement or in any agreement, instrument, exhibit, certificate, schedule or other document delivered in connection herewith shall survive the Closing and continue to be binding upon the party giving such representation, warranty, covenant, indemnification or agreement, subject to Section 6.4(b) below.

(b) No claim for indemnification under this Article VI may be made by any party unless a written notice of the claim is delivered to the Indemnifying Party within two (2) years after the Closing Date; provided, however, that this time limitation shall not apply with respect to any claims arising out of or based on fraud.

ARTICLE VII

TERMINATION OF THIS AGREEMENT

Section 7.1 Termination. This Agreement and the transactions contemplated hereunder may be terminated at any time prior to the Closing by written notice delivered by Sellers to Buyer or by Buyer to Sellers, as the case may be, in the following instances:

(a) By mutual consent of Sellers and Buyer in writing.

(b) By either party upon written notice to the other party, if Closing has not occurred within ninety (90) days after the Effective Date.

Section 7.2 Effect of Termination. If this Agreement is terminated pursuant to Section 7.1 herein, all obligations of the parties hereunder shall terminate, except for the obligations set forth in Section 8 hereof and this Section 7.2, which provisions shall survive the termination of this Agreement, and except that no such termination shall relieve any party from liability for any prior intentional breach of this Agreement.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Expenses. Each party hereto shall bear its own fees and expenses with respect to the transactions contemplated hereby.

Section 8.2 Time is of the Essence. Sellers hereby agree and acknowledge that time is of the essence as to each of Sellers' obligations set forth in this Agreement.

Section 8.3 Amendments. Buyer and Sellers may only amend, modify or supplement this Agreement in such manner as may be agreed upon by all of them in writing signed by an authorized representative of such party.

Section 8.4 No Third Party Beneficiary. This Agreement is for the benefit of, and may be enforced only by, Sellers and Buyer and their respective successors and transferees and permitted assignees, and is not for the benefit of, and may not be enforced by, any third party.

Section 8.5 Waivers. Buyer and Sellers may only extend the time for, or waive the performance of, any of the obligations of the other party or waive compliance by the other party with any of the terms and conditions contained in this Agreement in writing signed by an officer of such party. The failure of any party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provisions. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

Section 8.6 Notices. Any notice, request, instruction or other document to be given hereunder shall be in writing and delivered personally or sent by prepaid overnight courier:

If to Buyer, addressed as follows:

Confidant Hawaii, LLC
1360 S. Beretania Street, Suite 205
Honolulu, Hawaii 96814
() -

With a copy to:

David M. Pike, Esq.
Hanson Bridgett LLP
425 Market Street, 26th Floor
San Francisco, CA 94105
(415) 777-3200

If to Sellers, addressed as follows:

Confidant International, LLC
Confidant, Inc.
1750 E. International Drive, Suite 202
Raleigh, NC 27623
(910) 524-0708

With a copy to:

Byron B. Kirkland, Esq.
Smith, Anderson, Blount, Dorsett,

Mitchell & Jernigan, L.L.P.
P.O. Box 2611
Raleigh, NC 27602
(919) 821-6682

Any notice or other communication transmitted in accordance with this Section 8.6 shall for all purposes of this Agreement be treated as given or effective, if personally delivered, upon receipt, or, if sent by courier, upon the earlier of receipt or the end of the business day following the date of delivery.

Section 8.7 Entire Agreement. This Agreement, together with the Schedules attached hereto, constitutes the entire agreement between the parties hereto with respect to the transactions contemplated hereby and supercedes any and all prior agreements, arrangements, understandings, negotiations, correspondence, conversations, and memoranda, whether written or oral, between the parties with respect to the subject matter hereof.

Section 8.8 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions herein shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.

Section 8.9 Assignability; Third-Party Rights. Neither this Agreement nor any of the parties' rights hereunder shall be assignable by either party without the prior written consent of the other party. In the event that any such assignment is made, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, shall be deemed to confer upon any other person, any rights or remedies under, or by reason of, this Agreement, except for the indemnification rights of the Indemnified Parties under Article VI hereof.

Section 8.10 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware (without giving effect to principles of conflict of law thereof that might otherwise govern) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies.

Section 8.11 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 either Party by virtue of the authorship of any of the provisions of this Agreement.

Section 8.12 Specific Performance. Each of the parties acknowledges and agrees that the other party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the parties agrees that each of the other party 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 in addition to any other remedy to which it may be entitled, at law or in equity.

Section 8.13 Headings; Definitions. The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

Section 8.14 Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be as effective as delivery of a manually executed counterpart of this Agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, Sellers and Buyer have each caused this Asset Purchase Agreement to be executed as of the Effective Date.

BUYER:

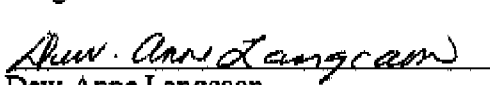
CONFIDANT HAWAII, LLC

By: PaCap Health Ventures, LLC
a Hawaii limited liability company
Its Manager

By: PaCap Advisors, LLC
Its Manager and Member

By: 
Jeffrey K. D. All
Manager

By: Dewpoint Services Hawaii, LLC
Its Manager and Member

By: 
Dew-Anne Langcaon
Member

SELLERS:**CONFIDANT INTERNATIONAL, LLC**

By: Confidant, Inc.
Its Manager

By: Stedman Stevens
Name: Stedman Stevens
Title: President

CONFIDANT, INC.

By: Stedman Stevens
Name: Stedman Stevens
Title: President

Schedule 1

Acquired Assets

1921773.7