

04-23-2001

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name Contractorhub.com, Inc. 02272001

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Washington

Receiving Party

Mark if additional names of receiving parties attached

Name Szabo, Istvan

DBA/AKA/TA _____

Composed of _____

Address (line 1) 7425 West Mercer Way

Address (line 2) _____

Address (line 3) Mercer Island WA 98040
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
 - Other _____
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization United States

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75873042"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Istvan Szabo

Name of Person Signing



Signature

4/03/01

Date Signed

PURCHASE AGREEMENT
February 27, 2001

This PURCHASE AGREEMENT (the "Agreement") is dated as of February 27, 2001, (the "Signing Date") and is entered into by ContractorHub.com, Inc., a Washington corporation (the "Seller"), and Istvan Szabo a Washington resident (the "Buyer").

RECITALS,

- a. Seller has created certain products and performed certain services, which may include without limitation a web site, software code, studies, plans, designs, specifications, and other documents and materials, which are more fully described on Attachment A.
- b. Buyer in response to an invitation to bid on certain assets of Seller submitted the high bid to T.V. Metz & Co., LLC a Washington Company that represented Silicon Valley Bank a California Company. T.V. Metz & Co. acted as agent for Silicon Valley Bank in liquidating sellers assets. The bid was accepted by both entities T.V. Metz & Co. and Silicon Valley Bank.

WHEREAS, the Buyer desires to acquire the assets as herein enumerated, and the Seller desires to sell its intellectual property and related assets.

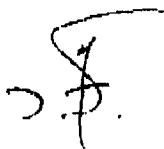
NOW, THEREFORE, in consideration of the mutual agreements contained herein and such other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS

1.1 PURCHASE AND SALE OF ASSETS. Subject to the terms and conditions of this Agreement, at the Closing, the Seller shall transfer and deliver to the Buyer, and Buyer shall purchase and accept from the Seller all right, title and interest of the Seller, as of the Closing Date, in and to the assets of the Seller as shown in Attachment A and as listed below (collectively, the "Purchased Assets"):

- (a) the United States trademarks, service marks, trade names, brand names, copyrights, and logos, slogans, in each case whether registered, under application or otherwise as listed on SCHEDULE 1.1 (a) and document attached as Attachment A.



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(b) the Uniform Resource Locators ("URLs") listed on SCHEDULE 1.1(b), including, without limitation, (i) originals of all files, correspondence and other records relating to or reflecting Seller's ownership of the URLs or right, title or interest therein, (ii) all claims of Seller against third parties relating to the URLs, (iii) any and all intellectual property and other proprietary rights associated therewith existing at any time under the laws of any jurisdiction, including, without limitation, any trademark, service mark, trade name, brand name and/or copyright rights relating thereto, all registrations and pending applications to register such rights, together with all such rights inhering in or protecting names and marks derivative of or similar to the URLs and the right to register any of the foregoing anywhere in the world, and (iv) any and all rights of Seller pertaining to the URLs arising under any agreement, contract, commitment or other arrangement;

(c) all technology (owned or licensed) used in connection with the operation of the Contractorhub.com Web-site (the "Site") and listed on document attached as Attachment A and including, without limitation, all computer software (including all source code, object code, files, records and data and all media on which any of the foregoing is recorded) related thereto; all techniques, methods, applications and other technology relating thereto; the brands, names, logos, trademarks and service marks used in or in connection therewith; the Contractorhub user interface and the copyrights in the design of the Contractorhub user interfaces; all Derivative Works (as defined below); and any reference materials or other documentation, whether in printed or machine readable form relating to the operation of the Site(collectively with the assets set forth in subsections (a) and (b), the "Intellectual Property"). For purposes of this section 1 (c), "Derivative Works" means (i) without limitation, any computer program, work product, improvement, supplement, modification, alteration, addition, revision, enhancement, new version, new edition, from the applications used in the operation of the Site, or any part or aspect thereof, and (ii) any material or documentation related to any of the foregoing;

(d) the agreements and contracts listed on SCHEDULE 1.1(c) (the "Contracts"); and

(e) all technical literature, information, records, files, books and records listed on Schedule 1.1(c) and document attached as Attachment A.

1.2 CONSENTS TO ASSIGNMENT. To the extent that the assignment of any Contract shall require the consent of any other party, this Agreement shall not constitute a contract to transfer the same if any attempted transfer would constitute a breach thereof. The Seller and the Buyer shall use their reasonable efforts to obtain any consent necessary to the assignment of a Contract.

1.3 ASSUMPTION OF LIABILITIES. The Buyer shall not assume, and shall not at any time hereafter become liable for any liabilities of the Seller.

1.4 CLOSING. The Closing for the sale of the Purchased Assets (the "Closing") will be held at completed by a wire transfer to: Silicon Valley Bank the holder of liens against the property on February 27 (the "Closing Date").

1.5 DELIVERIES AT CLOSING.

- (a) SELLER DELIVERIES. At the Closing, the Seller will deliver to the Buyer:
 - (i) bills of sale or other documents to transfer title to the Purchased Assets;
 - (ii) the Assignment of Rights as required; and
 - (iii) a duly authorized and signed release of all liens on all Purchased Assets.
 - (iv) Proprietary employee agreements.

(b) BUYER DELIVERIES. At the Closing, the Buyer will deliver to the Silicon Valley Bank the agreed consideration of \$120,000.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Buyer the following:

2.1 The condition of the merchandise varies. The buyer understands and agrees (1) That any description or sample of the merchandise given or furnished by the Seller is solely for identification, and does not create any warranty, expressed or implied, that the merchandise actually conforms to such description or sample: (2) that all merchandise is purchased and accepted by Buyer "AS IS" "WHERE IS" and "WITH ALL FAULTS." SELLER MAKES NO WARRANTIES OR GUARANTEES WHATSOEVER WHETHER WRITTEN, ORAL, OR IMPLIED AS TO QUALITY, QUANTITY, CONDITION, USEABILITY, SALEABILITY, WEIGHT, MEASUREMENT, YEAR MODEL, MECHANICAL CONDITION, PERFORMANCE, OR OTHER SPECIFICATIONS. MANUFACTURERS WARRANTIES MAY BE IN EFFECT.

Except the Website Version 1.0 is as operational as it was at the time when the request for bid was submitted and the Website was operational. All software systems are still installed and working on the servers and nothing was eliminated wiped off or removed. All computer and software access codes, server administration and/or management codes will be furnished to buyer.

2.2 Buyer accepts the Intellectual property shown in Attachment A, as is where is.

2.3 CORPORATE POWER. At the Closing, the Seller shall have all requisite corporate power and authority to execute and deliver this Agreement, and to sell the Purchased Assets hereunder.

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2.4 AUTHORIZATION; NO BREACH. At the Closing, the execution, delivery and performance of this Agreement and the consummation of all transactions contemplated hereby have been duly authorized by all required corporate actions of the Seller. This Agreement constitutes a valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.

2.5 LITIGATION, ETC. To the sellers knowledge, there are no actions, suits pending which would encumber or question the validity of this Agreement.

2.6 OWNERSHIP OF PURCHASED ASSETS. Except as set forth as lien to be released at closing by Silicon Valley Bank, Seller has good and marketable title to all of the Purchased Assets free and clear of any claim, lien, charge, security interest or encumbrance. Upon Seller's transfer and sale of such Purchased Assets to Buyer pursuant to this Agreement, Buyer will have good and marketable title to all of such Purchased Assets, free and clear of any claim, lien, charge, security interest or encumbrance other than as set forth. Seller does not hold or use any of the Purchased Assets pursuant to any lease, conditional sales contract, franchise or license.

2.7 TAXES. The Seller states that there are no outstanding taxes that would encumber the property in this Agreement.

2.8 NO OTHER AGREEMENTS TO SELL THE PURCHASED ASSETS. Seller, has no legal obligation, to any other person or entity to sell the Purchased Assets, or to effect any merger, consolidation or other reorganization of Seller or to enter into any agreement with respect to any transaction described in this sentence.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE BUYER

The Buyer represents, warrants and covenants to the Seller:

3.1 ORGANIZATION AND POWER; FOREIGN QUALIFICATION. The Buyer is in good standing under the laws of the State of Washington. The Buyer has all necessary power and authority to own, lease and operate its properties, and to carry on its business, as such is now being conducted.

3.2 LITIGATION. There are no actions, suits, proceedings or investigations, pending or threatened, claims asserted, to which Buyer is a party, which relates to or affects the transactions contemplated by this Agreement.

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**ARTICLE IV
COVENANTS**

4.1 ACCESS. Prior to the Closing, the Seller agrees to permit the Buyer and its employees, agents and representatives to have reasonable access to the properties and assets of Seller.

4.2 NO SALE OF PURCHASED ASSETS. The Seller hereby agrees that it shall not sell, lease, dispose of or encumber any of the Purchased Assets or any copies or duplicates thereof other than pursuant to this Agreement.

**ARTICLE V
CONDITIONS TO THE OBLIGATIONS OF THE BUYER**

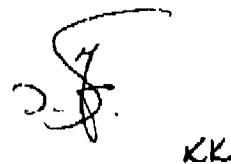
The obligations of the Buyer hereunder are subject to the fulfillment or satisfaction at or prior to the Closing of each of the following conditions (any one or more of which may be waived by the Buyer):

5.1 REPRESENTATIONS AND WARRANTIES OF THE SELLER. All representations and warranties of the Seller contained in this Agreement shall be true and correct in all material respects as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing (unless such representation speaks as of an earlier date, in which case it shall be true and correct as of such date).

5.2 ABSENCE OF LITIGATION OR INVESTIGATION. No preliminary or permanent injunction or other order of any court or governmental agency or instrumentality shall have issued or been entered and remain in effect which prohibits the consummation of the transactions contemplated by this Agreement.

5.3 TRANSFER OF URL. The Buyer shall have completed and delivered to the Seller a Network Solutions, Inc. Registrant Name Change Agreement in favor of Buyer, Seller shall duly execute and notarize the Registration Name Change Agreement.

**ARTICLE VI
CONDITIONS TO THE OBLIGATIONS OF THE SELLER**

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The obligations of the Seller hereunder are subject to the fulfillment or satisfaction at or prior to the Closing of each of the following conditions (any one or more of which may be waived by the Seller):

6.1 REPRESENTATIONS AND WARRANTIES OF THE BUYER. Buyer shall have performed and satisfied in all material respects all covenants, conditions and agreements required or contemplated by this Agreement to be performed and satisfied by it at or prior to the Closing.

6.2 ABSENCE OF LITIGATION OR INVESTIGATION. No preliminary or permanent injunction or other order of any court or governmental agency or instrumentality shall have issued or been entered and remain in effect which prohibits the consummation of the transactions contemplated by this Agreement.

ARTICLE VII

Indemnification

7.1 INDEMNIFICATION. Seller shall furnish to Buyer copies of all agreements/contracts of ContractorHub.com, Inc. employees, contractors and consultants that were involved with the design, creation and management of all intellectual properties the Website and the equipment used in the development and the operation of ContractorHub.com, Inc.

ARTICLE VIII

GENERAL PROVISIONS

8.1 EXPENSES. Except as otherwise provided in this Agreement, all expenses incurred pursuant to this Agreement and the transactions contemplated hereby shall be paid by the party incurring the expense.

8.2 SURVIVAL. The covenants contained in this Agreement shall survive until performed in accordance with their respective terms.

8.3 FURTHER ASSURANCES. Each party hereto agrees to use such party's reasonable best efforts to cause the conditions to such party's obligations herein set forth to be satisfied at or prior to the Closing insofar as such matters are within its control. Each of the parties agrees to execute and deliver any and all further agreements, documents or instruments necessary to effectuate this Agreement and the transactions referred to herein or contemplated hereby or reasonably requested by any other party to evidence its rights hereunder.

8.4 NOTICES. Any notices hereunder shall be deemed sufficiently given by one party to another only if in writing and if and when delivered or tendered by personal delivery or as of five (5) business days after deposit in the United States mail in a sealed

envelope, registered or certified, with postage prepaid, twenty-four (24) hours after deposit with an overnight courier, or five (5) hours after confirmation of delivery by facsimile, addressed as follows:

If to the Buyer: Istvan Szabo
8209 South 222nd Street
Kent, WA 98032
Telephone: 253.395.3631

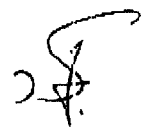
If to the Seller: ContractorHub.com, Inc.
Attention: Karim Khoury
5555 Lakeview Drive, Site 100
Kirkland, WA 98033
Telephone: 425.971.8614

or to such other address as the party addressed shall have previously designated by written notice to the serving party, given in accordance with this section. A notice not given as provided above shall, if it is in writing, be deemed given if and when actually received by the party to whom it is given. Any party may unilaterally change any one or more of the addresses to which a notice to the party or its representative is to be delivered or mailed, by written notice to the other party hereto given in the manner stated above.

8.5 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their successors and assigns. Notwithstanding the foregoing, the rights and obligations of the parties hereunder are not assignable to another person without the prior written consent of all other parties hereto.

8.6 ENTIRE AGREEMENT; MODIFICATIONS; WAIVER. This Agreement and the agreements ancillary hereto, supersede any and all agreements heretofore made, written or oral, relating to the subject matter hereof, and constitute the entire agreement of the parties relating to the subject matter hereof. This Agreement may be amended only by an instrument in writing signed by the Buyer on the one hand and the Seller on the other hand. No waiver shall be binding unless executed in writing by the party making such waiver.

8.7 SEVERABILITY. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. If any provision is held to be invalid or unenforceable, such provision shall be construed by the appropriate judicial body by limiting or reducing it to the minimum extent necessary to make it legally enforceable.


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8.8 GOVERNING LAW. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington, without regard to its conflict of laws provisions. Venue is King County, the State of Washington.

8.9 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.


8.10 RECITALS, SCHEDULES AND EXHIBITS. The recitals, schedules and exhibits to this Agreement are incorporated herein and, by this reference, made a part hereof as if fully set forth at length herein.

8.11 SECTION HEADINGS. The section headings used herein are inserted for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

8.12 ATTORNEYS FEES. If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred therein, in addition to any other relief to which it or they may be entitled. The court or arbitrator shall consider, in determining the prevailing party, (a) which party obtains relief which most nearly reflects the remedy or relief which the parties sought, and (b) any settlement offers made prior to commencement of the trial in the proceeding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above

"BUYER"

By: 
Name: Istvan Szabo

Date: February 27, 2001

"SELLER"

ContractorHub.com, Inc.

By: 
Name: Karim Khoury
Title: President

Date: February 27, 2001

SCHEDULES

SCHEDULE 1.1(a):

Trademark registration number for "Contractorhub.com" - 75/873042

SCHEDULE 1.1(b):

Contractorhub.com

SCHEDULE 1.1(c)

Website Architecture: directory tree structure of the application server and description of corresponding subdirectories and database schema (Contractorhub.com application known as Version 1.0 and 2.0 and all derivative works). Inclusive:

1. All copyrights, copyright registrations, and applications for registration associated with the Business;
2. All trademark, service marks, trade names, domain names associated with the Business;
3. The website and associated domain name "ContractorHub.com";
4. Business technology referred to as "Version 1.0" and "Version 2.0" and their Source Code, Object Code and Documentation including concepts of Business related Internet services;
5. Market research, analysis and development plans.

ATTACHMENT A



Purchase of the Intellectual Property of ContractorHub.com

On January 12, 2001, ContractorHub.com ceased operations due to a lack of funding. Unfortunate as it may be for the Company's stakeholders, it has created a unique

opportunity to acquire the results of 22 months of research and development that cost the Company over \$7.5 million to develop.

The Company's technology consists of two separate products Version 1.0 and Version 2.0. Version 1.0 was initially launched in April 2000 and proved to be a solid workhorse for the Company conducting over \$11 million in material procurement transactions. Version 1.0 continually maintained a buyer base of over 600. Routinely beating our competition in head-to-head comparisons the Company developed a reputation of having a solid and feature rich offering that was widely considered one of the best e-procurement systems on the market. The Company's technology, combined with an effective sales and support organization, consistently placed the Company as one of the top 100 B2B sites. Items purchased over the site since April include: lumber, pipe, steel, concrete, and other miscellaneous items.

Version 2.0 is the next evolution platform of e-commerce and collaboration for the construction industry. A technology that is partially complete but founded on a model that creates customization and flexibility in the construction process allowing organizations to conduct business however they choose. Planned features included: document control and collaboration, customized workflows and approvals, backend integration capabilities, customized documents, customized portals (digital dashboard), real-time status tracking, multiple procurement models including auctions and reverse auctions, buyer to seller and seller to buyer solicitations, bid boards, quick buys, and the list goes on. The Company was confident that Version 2.0 would have revolutionized how e-commerce would be conducted for years to come.

A unique opportunity exists to acquire the assets of ContractorHub.com which include:

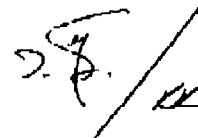
1. Company trade name
2. Company trademarks
3. Market research and analysis
4. Version 1.0 web site
5. Version 2.0 development and research
6. Compaq servers and associated equipment

If you would like a demonstration of Version 1.0 or want to discuss Version 2.0 please call 425.971.8614 and ask for Karim Khoury.

A core group of both business and technical team members are available on a consulting/contract basis to assist in the completion and implementation of the technology.

Version 1.0:

To meet the unique demands of the construction industry, ContractorHub.com developed proprietary technology based on the Microsoft Windows platform. This technology enables a true negotiated exchange on the Internet, allowing contractors to conduct procurement via the Web using familiar business practices. The HUB



automates the procurement process for materials and services and introduces a new tool set to create efficiencies and improve current processes. The result is a comprehensive procurement solution that expands on the way business has been conducted since the introduction of the telephone and fax machine.

The unique capabilities of this technology allows ContractorHub.com to create flexible licensing components, customize technology for certain members, respond quickly to the needs of our members, and integrate partners as needed.

Version 1.0 runs on a three-tier Web application consisting of custom application code written and deployed using Windows NT Server, Microsoft SQL Server, and components of Microsoft Commerce Server, all on server hardware running Windows NT Server 4.0. The production systems include three types of servers: Web, application, and database. The Web servers run Microsoft's Internet Information Sever 4.0 with Active Server Pages, and access data from the database server using two layers of COM objects under the control of Microsoft Transaction Server. These COM objects, in turn, access one or more separate SQL Server 7.0 databases as needed. The application server provides e-mail, fax, and other monitoring and customer notification functions, import and export capabilities for customer contact lists and supplier lists; and other necessary utility functions. The services on the HUB access the databases through COM objects, direct ADO calls, and log and monitor all communication with external systems.

Version 2.0:

Overview of Version 2.0

1. What ContractorHub.com (CHUB) v2 was designed to do:

The software was designed to provide a desktop for the management of construction and construction related activities for GC's, Subs, Suppliers, Architects and Owners. The closest common analogy is Microsoft Outlook, where the user has an Inbox for his activities, and a set of folders that represent projects or customers; however, we would have delivered this over the Internet as a web-based application.

This desktop contains "documents" which were XML-formatted versions of documents used in the construction process. While CHUB was focused on the procurement phase of the construction process, the overall design would apply to all documents and all phases of the construction process, not just procurement.

We did not include cost-related features in the design of the application. The application architecture would have supported a single large central Application Service Provider model, where all users securely shared the same repositories. There was no provision for on-site installations at customer sites,

although the design does allow for licensing other sites that do not communicate with the central repository.

2. Platform Used

The application was constructed on the NT platform, and is written using SQL Server 2000 for the back end, VB and C++ under COM for the middle layer. The user interface is written in ASP/Vbscript with XML and XSL data streams.

The platform is not necessarily important to the existing design of the application. Java/Oracle would be essentially the same with little or no modification. While the Microsoft .NET architecture is now viable, and the application would benefit from it, the .NET solution was not available to us at design time, and some alteration of the code would be required, although, it would simplify the process substantially.

Hardware Used:

The software was running on racks of Compaq hardware.

3. Physical Representation: IP documents and code

a. Where is the IP kept?

All source code that exists is in a VSS tree along with the history of each file. The database (mdf) file itself provides additional documentation on domain values not necessarily in the VSS tree, and should be considered a necessary piece of the source code, although the ER/Win ERD is current and in the VSS tree.

b. Design Documents

The majority of the user's desktop design exists as a series of specifications in the VSS tree, and they are written in MS Word. The tools to analyze the bidding results, and the documents themselves are not specified. However, ContractorHub.com's fairly unique method of describing the documents is essentially driven by database entries, and except for layout of the documents, creating them is trivial when compared to coding them individually.

c. User Interface and code

The user interface code is sparse but intelligible, and consists of the user's desktop, (a portal approach like MyYahoo) his file-management desktop, his desktop personalization, and both the user and company profiles. The exterior marketing content of the site and the user-registration screens are partially complete.

d. Middleware and Class models

The middleware documentation is a Rational Rose class model, and it exposes all functionality through three objects, one for all documents, and one for all user functionality. This model is approximately 50%-70% complete, and contains sequence diagrams and procedure names illustrating the existing software.

The source code for the COM dll's is also in the tree, and the most difficult portions of the application: security and permissions, workflow, and the user's inbox, as well as much of the profiling and database access are substantially complete. The cross-server session and state dictionary are complete, and code also exists for a document management server and much of the user's profile and desktop, as well as the company profile.

e. Database and procedures

The database ERD is built with ER/Win by platinum. And the VSS tree contains a large number of stored procedures. The database is approximately 80% complete, however, it is both abstract and complex. Between the DB and the Rose class model, most of ContractorHub.com's understanding of the business can be ascertained. The SQL, aside from being fairly abstract, is well written, clear, and consists of atomic transactions.

4. Degree of completion

a. General Resources Required to Complete

Under our estimates, our staff of 10 would reach beta-level completeness in approximately 3 Months of work. A reasonable staff of 2 DB, 2 COM, 3 Analysts, 2 software Architects, 2 UI developers and 1 Project Manager should be able to complete the product in approximately 12-15 weeks. The deployment requirements from an IT group would require 1-2 people approximately 30 days, with plenty of slippage.

b. Components by Feature and % Complete

Component	Approximate % Complete
1 State/Session Server	90
2 Document Server	80
3 Notification Engine	10
4 Workflow Engine	85
5 Security and Permissions	85
6 Desktop and Inbox	40
7 User profile and Preferences	75

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- 8 Company Profile
- 9 Bid management tool
- 10 Estimating tool
- 11 Purchase orders
- 12 (all other documents)

60
 0
 0
 30
 0

Purchase agreement CHuh.comFinal

Servers Available For Sale:

Compaq Proliant Server	PL 1850R	D844CNH1K283	PII-600MHz Upgrade, (3) 128Mb Ram, (2) 9.1Gb U2W HD, Compaq Hot Plug Power
Compaq Proliant Server	PL 1800	D842CNH1K032	PII-600MHz, 128Mb SDRAM, 18.2 Gb Ultra2 SCSI HDD, NT Server w/0-5 user Lic.
Compaq Proliant Server	3000	D853CWK2K79	PII-600MHz, 256Mb Ram, PII-550 Mhz Upgrade, Smart Array 3200 Ctrl, (4) 128 MB DIMM Ram, (2) Compaq 9.1Gb Pluggable HD, (6) 18.2 GB Pluggable HD, Hot Pluggable PS, Mkt NT w/10 CALS
Compaq Proliant Server	PL 1800R 6/500	D840CNH1K673	PII-600MHz, 128Mb Ram, Compaq PII-500MHz Upgrade, Compaq 256Mb DIMM Memory, Compaq Smart Array 3200 Controller, (2) 9.1Gb Pluggable HD, (4) 18.2 Gb Pluggable HD, Compaq Proliant 1800 Redundant Power Supply, Intel Windown NT w/10 CALS
Compaq Proliant Server	PL 1800R	D851CNK1K642	(2) 9.1Gb U2W HD, Spare parts for 1800R
Compaq Proliant Server	PL 1850R	D046CNH1K135	(3) 128Mb Ram, (2) 9.1Gb U2W HD, Compaq Hot Plug Power
Compaq Proliant Server	PL 1800R	D851CNK1K578	Intel PII-600MHz, PII-600MHz Upgrade, 128Mb Memory, 256Mb Memory, smart Array 3200 Controller, (2) 9.1Gb U2w HD, (4) 18.2Gb U2w HD, Proliant 1800R Power Supply
Compaq Proliant Server	3000R 850	D850CWK2K087	Intel PII-550MHz Upgrade, 256Mb Ram, Compaq V800 16" monitor, (2) 9.1Gb U2W HD, (6) 18.2 U2W HD, Compaq Hot Plug Power Supply
Compaq Proliant Server	3000	D841CMG1K031	PII-600MHz, 128Mb SDRAM, 256Mb SDRAM, Redundant Power Supply, (3) 18.2 Gb HDD Ultra 2 SCSI 10k, Smart Array 3200 Controller, 12000 UPS, NT Server 4.0 User 5 + 5 CALS
Dell Power Edge Server	2500	5MHEZ	PII-600MHz, (1) 2K Cache, 512MB Ram, 4DIMMs (x6) Hot Pluggable Backplane, Dell PowerEdge 600MHz/512K-P3, Second Processor, 1740X SCSI CD-ROM Internal, RAID 5 HD Config, (3) 18Gb LVD SCSI H/H - 10000RPM
Compaq Proliant Server	PL 1800R	D036CNK1K001	Intel PII-600MHz, 128Mb Ram, 256Mb Ram, (2) 9.1Gb U2Sca HD, Mkt NT Server 4.0 w/10 CALS
Compaq Proliant Server	PL 1850R	D848CNH1K533	(3) 128Mb Ram (2) 9.1 Gb U2w HD, P-II Upgrade 600MHz, Compaq Hot Plug Power
Compaq Proliant Server	PL 1850R	D844CNH1K283	PII-600MHz Upgrade, (3) 128Mb Ram, (2) 9.1Gb U2W HD, Compaq v800 19" Multi-Screen Monitor, Compaq Hot Plug Power
Compaq Proliant Server	PL 1800R	D851CNK1K738	Intel PII-600MHz, PII-600MHz Upgrade, 128Mb Memory, 256Mb Memory, smart Array 3200 Controller, (2) 9.1Gb U2w HD, (4) 18.2Gb U2w HD, Proliant 1800R Power Supply

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