

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is entered into this 30th day of October, 2008 between HEATHKIT COMPANY, INC., a Delaware corporation, of 455 Riverview Dr., Benton Harbor, MI 49022 ("Seller") and DON PETERSON, D.B.A DATA PROFESSIONALS OF PLEASANTON, CA, of 1989A Santa Rita Road, Suite 277, Pleasanton, CA 94566 ("Purchaser").

In consideration of the representations and mutual covenants contained below, Purchaser and Seller hereby agree as follows:

1. **Purchase and Sale of Assets.** Seller shall sell, and Purchaser shall buy, all of Seller's right, title and interest in and to all of the assets and the business owned by Seller, related to the Seller's product line known as Heathkit's Legacy Manual Duplication and Distribution. The Purchaser will be the sole authorized distributor for these assets with rights to assign and resell.

2. **Purchase Price.** The total purchase price for the Purchased Assets shall be (the "Purchase Price").

3. **Representations and Warranties of Seller.** Seller represents and warrants to Purchaser:

(a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of Michigan, with full power and authority to carry on its business as now conducted and to own and operate its assets, properties and business;

(b) Seller has full power and authority to execute and deliver this Asset Purchase Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Asset Purchase Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the Board of Directors of Seller. This Asset Purchase Agreement is a valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms.

(c) The execution and delivery of this Asset Purchase Agreement by Seller does not, and the consummation of the transactions contemplated by this Asset Purchase Agreement will not, (i) violate any provision of, or result in the creation of any lien or security interest under, any agreement, indenture, instrument, lease, security agreement, mortgage or lien to which Seller is a party or by which Seller's assets or properties are bound; (ii) violate any provision of Seller's Articles of Incorporation or Bylaws; (iii) violate any order, arbitration award, judgment, writ, injunction, decree, statute, rule or regulation applicable to

Seller; or (iv) violate any other contractual or legal obligation or restriction to which Seller is subject.

(d) Seller is the owner of the Purchased Assets free and clear of any and all claims, liens, or liabilities of any kind or nature whatsoever and, at the Closing, Seller shall transfer to Purchaser good and marketable title to all of the Purchased Assets.

(e) Seller has filed all necessary federal, state and local tax returns. Seller has and shall continue to make current and timely payment of all federal, state and local taxes, including, without limitation, all employee withholding taxes, real and personal property taxes, and any other taxes.

(f) There are no litigation, claims, demands, disputes, actions, proceedings, suits or investigations pending against Seller or the Purchased Assets or, to Seller's knowledge, contingent or threatened against Seller or the Purchased Assets. Seller is not in violation of any law, regulation, ordinance, order, injunction, decree, award or other requirement of any governmental body, court or arbitrator relating to its property, assets or business and has received no notification or allegation from any private person or private or governmental entity suggesting such a violation.

(g) All the Purchased Assets are sold "as is".

(h) Seller has complied with all applicable federal, state and local laws, rules and regulations in any way related to the conduct and operation of its business and the ownership of the Purchased Assets.

(i) Seller has not engaged a broker for the sale of the Purchased Assets and no broker is involved in this transaction.

(j) No consents, approvals, waivers or other actions by any third parties are necessary in connection with the consummation of the transaction contemplated by this Asset Purchase Agreement.

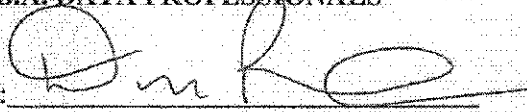
4. **Binding Agreement.** This Asset Purchase Agreement shall be binding upon and inure to the benefit of the parties, and their successors and assigns.

5. **Entire Agreement.** This Asset Purchase Agreement represents the entire agreement of the parties and supersedes any and all other agreements, whether oral or written, and may not be modified except in a written agreement signed by all of the parties.

6. **Law of Michigan.** This Asset Purchase Agreement shall be construed and interpreted in accordance with the laws of the state of Michigan, with excluding choice of law principles.

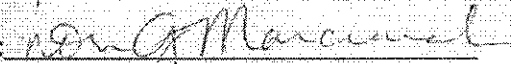
IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement on the date first set forth above.

DON PETERSON  
D.B.A. DATA PROFESSIONALS

By: 

Its: President and CEO

HEATHKIT COMPANY, INC.

By: 

Its: President and CEO