EXHIBIT A

Example of Working Capital Statement

Current Assets	
Accounts Receivable	
Inventory	
Prepaid Expenses and Other	
Total Current Assets	
Current Liabilities	
Accounts Payable	
Accrued Expenses	
Deferred Revenue	
Total Current Liabilities	
Working Capital	
(current assets minus current	liabilities)

ESCROW AGREEMENT

This Escrow Agreement dated this [__] day of [___], 2012 (this "Escrow Agreement"), is entered into by and among Avnet, Inc., a New York corporation ("US Buyer"), Avnet International (Canada) Ltd., an Ontario corporation ("Canadian Buyer" and together with US Buyer, "Buyers"), Hartford Computer Group, Inc. ("Parent") and Nexicore Services, LLC, (together with Parent, "Sellers"), and Wells Fargo Bank, National Association, as escrow agent ("Escrow Agent"). The Sellers and Buyers are collectively referred to as the "Parties," and each individually as a "Party".

RECITALS

- A. Reference is made to that certain Asset Purchase Agreement dated December 12, 2011 by and among Buyers and Sellers (the "<u>Purchase Agreement</u>"), for the purchase of certain assets owned by Sellers in the operation of the Business. Capitalized terms used but not defined herein shall have the respective meanings given to them in the Purchase Agreement.
- B. Section 3.2(e) of the Purchase Agreement provides for the delivery of One Million Three Hundred Thousand Dollars (\$1,300,000) (the "<u>US Escrow Amount</u>") and Two Hundred Thousand Dollars (\$200,000) (the "<u>Canadian Escrow Amount</u>" and, together with the US Escrow Amount, the "<u>Escrow Amount</u>") to the Escrow Agent at the Closing, such funds to be held and disbursed by the Escrow Agent in accordance with the terms and conditions of the Purchase Agreement and this Escrow Agreement.
- C. This Escrow Agreement and the Escrow Amount will be used to (i) to effectuate the Buyer Share True-Up; (ii) to pay any Final Closing US Working Capital Adjustment owed to US Buyer, if any, pursuant to the terms of Section 3.4(a) of the Purchase Agreement; and (iii) to pay any Final Closing Canadian Working Capital Adjustment owed to Canadian Buyer, if any, pursuant to the terms of Section 3.4(b) of the Purchase Agreement, all in accordance with the terms of this Escrow Agreement and the Purchase Agreement.

AGREEMENT

In consideration of the promises and agreements of the Parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties and the Escrow Agent agree as follows:

ARTICLE 1 ESCROW DEPOSIT

Section 1.1 <u>Receipt of Escrow Property.</u> Pursuant to the terms of the Purchase Agreement, on the date hereof, the US Buyer and Canadian Buyer hereby deliver to the Escrow Agent, and the Escrow Agent hereby acknowledges receipt of, the Escrow Amount in immediately available funds by wire transfer into an account (the "<u>Account</u>"). The term "<u>Escrow Property</u>" as used herein means an amount equal to the sum of (a) the Escrow Amount, less (b) disbursements or payments thereof authorized and made hereunder.

Section 1.2 <u>Investments</u>.

- (a) The Escrow Agent is authorized and directed to deposit, transfer, hold and invest the Escrow Property and any investment income thereon in the Wells Fargo Money Market Deposit Account ("MMDA") as set forth in Exhibit A hereto, or as set forth in any subsequent Joint Written Direction. Any investment earnings and income on the Escrow Property shall become part of the Escrow Property, and shall be disbursed in accordance with Section 1.3 or Section 1.5 of this Escrow Agreement. "Joint Written Direction" shall mean a written direction executed by Sellers' Representative and Buyers and directing Escrow Agent to disburse all or a portion of the Escrow Property or to take or refrain from taking an action pursuant to this Escrow Agreement.
- (b) The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Escrow Agreement. The Escrow Agent shall have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to this Escrow Agreement. The Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Escrow Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Escrow Agent or for any third person or dealing as principal for its own account. The Parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations or advice.

Section 1.3 Disbursements.

- (a) Within two (2) days of the final determination of (i) the Final Closing US Working Capital Adjustment, calculated in accordance with Section 3.4(a)(v) of the Purchase Agreement, and (ii) the Final Closing Canadian Working Capital Adjustment, calculated in accordance with Section 3.4(b)(v) of the Purchase Agreement, the Parties shall prepare and deliver a Joint Written Direction directing the disbursement of the US Escrow Amount from the Account, and the Canadian Escrow Amount from the Account. The Escrow Agent shall use its best efforts to disburse the amounts set forth in such Joint Written Direction on the next business day (and in no event later than one (1) business day following receipt of the Joint Written Direction), pursuant to the instructions set forth therein. The Escrow Agent shall disburse Escrow Property from the Account only in accordance with a Joint Written Direction or as directed by a final award determined by a court of competent jurisdiction.
- (b) The Escrow Agent shall disburse Escrow Property at any time, upon receipt of, and in accordance with, a Joint Written Direction. Such Joint Written Direction shall contain wire or other delivery instructions for the disbursement from the Escrow Property.

Section 1.4 <u>Income Tax Allocation and Reporting.</u>

- (a) The Parties agree that, for tax reporting purposes, all interest and other income from investment of the Escrow Property shall, as of the end of each calendar year and to the extent required by the Internal Revenue Service, be reported as having been earned by Sellers in accordance with their respective Seller Pro Rata Share, as described on Exhibit D attached hereto, whether or not such income was disbursed during such calendar year.
- (b) Prior to Closing, the Parties shall provide the Escrow Agent with certified tax identification numbers by furnishing appropriate forms W-9 or W-8 and such other forms and documents that the Escrow Agent may request. The Parties understand that if such tax reporting documentation is not provided and certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, to withhold a portion of any interest or other income earned on the investment of the Escrow Property.
- (c) To the extent that the Escrow Agent becomes liable for the payment of any taxes in respect of income derived from the investment of the Escrow Property, the Escrow Agent shall satisfy such liability to the extent possible from the Escrow Property. The Parties, jointly and severally, shall indemnify, defend and hold the Escrow Agent harmless from and against any tax, late payment, interest, penalty or other cost or expense that may be assessed against the Escrow Agent on or with respect to the Escrow Property and the investment thereof unless such tax, late payment, interest, penalty or other expense was directly caused by the gross negligence or willful misconduct of the Escrow Agent. The indemnification provided by this Section 1.4(c) is in addition to the indemnification provided in Section 3.1 and shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.
- Section 1.5 <u>Termination</u>. Upon the disbursement of all of the Escrow Property, including any interest and investment earnings thereon, this Escrow Agreement shall terminate and be of no further force and effect except that the provisions of Section 1.4(c), Section 3.1 and Section 3.2 hereof shall survive termination.

ARTICLE 2 DUTIES OF THE ESCROW AGENT

- Section 2.1 Agent. Buyers and Sellers each hereby appoint and designate the Escrow Agent as escrow agent for the purposes set forth herein and the Escrow Agent hereby accepts such appointment and agrees to accept, hold and disburse the Escrow Property in accordance with the terms hereof. All references to the "Escrow Agent," as that term is used herein, shall refer to the Escrow Agent solely in its capacity as such, and not in any other capacity whatsoever, whether as individual, agent, fiduciary, trustee or otherwise. The Escrow Agent shall have no obligation to assure or participate in the enforcement or performance of the Purchase Agreement whether or not the Escrow Agent shall have knowledge or notice of the terms thereof, or any acts or omissions relating thereto.
- Section 2.2 <u>Scope of Responsibility</u>. Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties specifically set forth in this Escrow

Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will the Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Escrow Agreement. The Escrow Agent will not be responsible or liable for the failure of any Party to perform in accordance with this Escrow Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Escrow Agreement, whether or not an original or a copy of such agreement has been provided to the Escrow Agent; and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Escrow Agreement to any other agreement, instrument, or document are for the convenience of the Parties, and the Escrow Agent has no duties or obligations with respect thereto. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Escrow Agreement or any other agreement.

- Section 2.3 Attorneys and Agents. The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Escrow Agent in good faith and in accordance with the advice of counsel or other professionals retained or consulted by the Escrow Agent. The Escrow Agent shall be reimbursed as set forth in Section 3.1 for any and all compensation (fees, expenses and other costs) paid and/or reimbursed to such counsel and/or professionals. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees.
- Section 2.4 <u>Reliance</u>. The Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the direction or consent of the Parties or their respective agents, representatives, successors, or assigns. The Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person's or persons' authority. Concurrent with the execution of this Escrow Agreement, the Parties shall deliver to the Escrow Agent authorized signers' forms in the form of Exhibit B-1 and Exhibit B-2 to this Escrow Agreement.
- Section 2.5 <u>Right Not Duty Undertaken</u>. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties.
- Section 2.6 <u>No Financial Obligation</u>. No provision of this Escrow Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement.

ARTICLE 3 PROVISIONS CONCERNING THE ESCROW AGENT

Section 3.1 <u>Indemnification</u>. The Parties, jointly and severally, shall indemnify, defend and hold harmless the Escrow Agent from and against any and all loss, liability, cost, damage and expense, including, without limitation, attorneys' fees and expenses or other

professional fees and expenses which the Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against the Escrow Agent, arising out of or relating in any way to this Escrow Agreement or any transaction to which this Escrow Agreement relates, unless such loss, liability, cost, damage or expense shall have been finally adjudicated to have been directly caused by the willful misconduct or gross negligence of the Escrow Agent. Sellers and Buyers agree that as between themselves (a) Sellers shall be responsible for 50% of the aggregate of all amounts payable to the Escrow Agent pursuant to the preceding sentence and (b) Buyers shall be responsible for 50% of the aggregate of all amounts payable to the Escrow Agent pursuant to the preceding sentence, and each shall reimburse the other to the extent that the other pays more than 50% of the aggregate of such amounts. The provisions of this Section 3.1 shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

Section 3.2 <u>Limitation of Liability</u>. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM THE ESCROW AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

Section 3.3 Resignation or Removal. The Escrow Agent may resign by furnishing written notice of its resignation to the Parties, and the Parties may remove the Escrow Agent by furnishing to the Escrow Agent a Joint Written Direction of its removal along with payment of all fees and expenses to which it is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective thirty (30) days after the delivery of such notice or upon the earlier appointment of a successor, and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Property and to deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a Joint Written Direction filed with the Escrow Agent or in accordance with a court order. If the Parties have failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following the delivery of such notice of resignation or removal, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Parties.

Section 3.4 <u>Compensation</u>. The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit C, which compensation shall be paid 50% by Buyers and 50% by Sellers. If either Party does not pay its portion of the compensation when due, the other Party may, but shall not be obligated to, pay such amount, and be entitled to reimbursement. The fee agreed upon for the services rendered hereunder is intended as compensation for a period of six (6) months for the Escrow Agent's services as contemplated by this Escrow Agreement; provided, however, that in the event that the conditions for the disbursement of funds under this Escrow Agreement are not fulfilled, or the Escrow Agent renders any service not contemplated in this Escrow Agreement, or there is any

assignment of interest in the subject matter of this Escrow Agreement, or any material modification hereof, or if any material controversy arises hereunder, or the Escrow Agent is made a party to any litigation pertaining to this Escrow Agreement or the subject matter hereof, then the Escrow Agent shall be compensated for such extraordinary services and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event. If any amount due to the Escrow Agent hereunder is not paid within thirty (30) days of the date due, the Escrow Agent in its sole discretion may charge interest on such amount up to the highest rate permitted by applicable law. The Escrow Agent shall have, and is hereby granted, a prior lien upon the Escrow Property with respect to its unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights, superior to the interests of any other persons or entities and is hereby granted the right to set off and deduct any unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights from the Escrow Property.

Section 3.5 Disagreements. If any conflict, disagreement or dispute arises between, among or involving any of the Parties concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement (except disbursement of the Escrow Property which is governed by Section 1.3), or the Escrow Agent is in doubt as to the action to be taken hereunder, the Escrow Agent may, at its option, retain the Escrow Property until the Escrow Agent (i) receives a final non-appealable order of a court of competent jurisdiction or a final non-appealable arbitration decision directing delivery of the Escrow Property, (ii) receives a Joint Written Direction directing delivery of the Escrow Property, in which event the Escrow Agent shall be authorized to disburse the Escrow Property in accordance with such final court order, arbitration decision or Joint Written Direction, or (iii) files an interpleader action in any court of competent jurisdiction, and upon the filing thereof, the Escrow Agent shall be relieved of all liability as to the Escrow Property and shall be entitled to recover attorneys' fees, expenses and other costs incurred in commencing and maintaining any such interpleader action. The Escrow Agent shall be entitled to act on any such agreement, court order or arbitration decision without further question, inquiry or consent.

Section 3.6 Merger or Consolidation. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

Section 3.7 <u>Attachment of Escrow Property; Compliance with Legal Orders.</u> In the event that any Escrow Property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrow Property, the Escrow Agent (a) is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction and (b) shall provide Buyers and Sellers with prompt written notice of any such events. In the event that the

Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Section 3.8 Force Majeure. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Escrow Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

ARTICLE 4 MISCELLANEOUS

Section 4.1 <u>Successors and Assigns</u>. This Escrow Agreement shall be binding on and inure to the benefit of the Parties and the Escrow Agent and their respective successors and permitted assigns. No other persons shall have any rights under this Escrow Agreement. No assignment of the interest of any of the Parties shall be binding unless and until written notice of such assignment shall be delivered to the other Party and the Escrow Agent and shall require the prior written consent of the other Party and the Escrow Agent (such consent not to be unreasonably withheld).

Section 4.2 <u>Escheat</u>. The Parties are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to the Parties, their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrow Property escheat by operation of law.

Section 4.3 Notices. All notices, requests, demands, and other communications required under this Escrow Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by electronic transmission with written confirmation of receipt, (iii) by overnight delivery with a reputable national overnight delivery service, or (iv) by mail or by certified mail, return receipt requested, and postage prepaid. If any notice is mailed, it shall be deemed given five business days after the date such notice is deposited in the United States mail. If notice is given to a party, it shall be given at the address for such party set forth below. It shall be the responsibility of the Parties to notify the Escrow Agent and the other Party in writing of any name or address changes. In the case of communications delivered to the Escrow Agent, such communications shall be deemed to have been given on the date received by the Escrow Agent.

If to US Buyer or Canadian Buyer:

Avnet, Inc.

Case 11-49744 Doc 23-6 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Exhibit B Page 8 of 17

2211 S. 47th Street Phoenix, Arizona 85034

Attention: David R. Birk, Senior Vice President & General Counsel

Tel: 480-643-7753 Fax: 480-643-7877

Email: David.Birk@avnet.com

with a copy (which shall not constitute notice) to:

Squire, Sanders & Dempsey L.L.P. 1 E. Washington Street **Suite 2700** Phoenix, Arizona 85004 Attention: Frank L. Placenti, Esq.

Tel: 602-528-4004 Fax: 602-253-8129

Email: Frank.Placenti@ssd.com

If to Sellers to:

Hartford Computer Group, Inc. c/o Katten Muchin Rosenman LLP 525 West Monroe Street Chicago, Illinois 60661 Attention: John P. Sieger Tel: (312) 902-5294

Fax: (312) 902-1061

Email: john.sieger@kattenlaw.com

If to the Escrow Agent:

Wells Fargo Bank, National Association CMES - MAC A0119-181 333 Market Street, 18th Floor San Francisco, CA Telephone: 415-371-3358

Facsimile: 415-371-3400

Email: Shelene.r.perriard@wellsfargo.com

Section 4.4 Governing Law; Consent to Jurisdiction. This Escrow Agreement shall be construed in accordance with and governed by the laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. THE BANKRUPTCY COURT SHALL HAVE JURISDICTION OVER ALL MATTERS, INCLUDING, BUT NOT LIMITED TO, ANY LEGAL ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ESCROW AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THE INTERPRETATION, IMPLEMENTATION AND ENFORCEMENT OF THIS ESCROW AGREEMENT, AND THE PARTIES HERETO IRREVOCABLY SUBMIT AND CONSENT TO SUCH JURISDICTION

- Section 4.5 <u>Entire Agreement</u>. This Escrow Agreement sets forth the entire agreement and understanding of the parties related to the Escrow Property, and superseded and preempt all prior oral or written understandings and agreements with respect to the subject matter hereof, and shall not be modified or affected by any offer, proposal, statement or representation, oral or written, made by or for any party in connection with the negotiation of the terms hereof.
- Section 4.6 <u>Amendment</u>. This Escrow Agreement may be amended, modified, superseded, rescinded, or canceled only by a written instrument executed by the Parties and the Escrow Agent.
- Section 4.7 <u>Waivers</u>. The failure of any party to this Escrow Agreement at any time or times to require performance of any provision under this Escrow Agreement shall in no manner affect the right at a later time to enforce the same performance. A waiver by any party to this Escrow Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Escrow Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Escrow Agreement.
- Section 4.8 <u>Headings</u>. Section headings of this Escrow Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Escrow Agreement.
- Section 4.9 <u>Counterparts</u>. This Escrow Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

[The remainder of this page left intentionally blank.]

Case 11-49744 Doc 23-6 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Exhibit B Page 10 of 17

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

AVNET, INC.
Ву:
Name: David R. Birk
Title: Senior Vice President &
General Counsel
AVNET INTERNATIONAL (CANADA) LTD.
Ву:
Name:
Title:
HARTFORD COMPUTER GROUP, INC.
Ву:
Name:
Title:
NEXICORE SERVICES, LLC
Ву:
Name:
Title:
WELLS FARGO BANK, NATIONAL ASSOCIATION, as Escrow Agent
Ву:
Name:
Title:

EXHIBIT A

Agency and Custody Account Direction For Cash Balances Wells Fargo Money Market Deposit Accounts

Direction to use the following Wells Fargo Money Market Deposit Accounts for Cash Balances for the escrow account (the "Account") established under this Escrow Agreement to which this Exhibit A is attached.

You are hereby directed to deposit, as indicated below, or as we shall direct further in writing from time to time, all cash in the Account in the following money market deposit account of Wells Fargo Bank, National Association: X......Wells Fargo Money Market Deposit Account (MMDA) We understand that amounts on deposit in the MMDA are insured, subject to the applicable rules and regulations of the Federal Deposit Insurance Corporation (FDIC), in the basic FDIC insurance amount of \$250,000 per depositor, per insured bank. This includes principal and accrued interest up to a total of \$250,000. We acknowledge that we have full power to direct investments of the Account. We understand that we may change this direction at any time and that it shall continue in effect until revoked or modified by us by written notice to you. AVNET, INC. By: ____ Name: David R. Birk Title: Senior Vice President & General Counsel AVNET INTERNATIONAL (CANADA) LTD. By: ______Name: _____ Title:

Case 11-49744 Doc 23-6 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Exhibit B Page 12 of 17

HARTF INC.	ORD COMPUTER GROUP,
Ву:	
Name:	
Title:	
NEXIC	ORE SERVICES, LLC
Ву:	
Name: _	
Title:	

EXHIBIT B-1

Certificate as to Authorized Signatures

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of US Buyer and Canadian Buyer and are authorized to initiate and approve transactions of all types for the escrow account established under the Escrow Agreement to which this Exhibit B-1 is attached, on behalf of such Buyer.

For the US Buyer: Name / Title	Specimen Signature
David R. Birk Senior Vice President & General Counsel	Signature
Raymond Sadowski Senior Vice President & Chief Financial Officer	Signature
For the Canadian Buyer: Name / Title	Specimen Signature
David R. Birk	
Vice President	Signature
Raymond Sadowski Director	
	Signature

EXHIBIT B-2

Certificate as to Sellers

The specimen signature shown below is the specimen signature of the individual who has been designated as the authorized representative of Sellers and is authorized to initiate and approve transactions of all types for the escrow account established under the Escrow Agreement to which this Exhibit B-2 is attached, on behalf of Sellers.

Name / Title	Specimen Signature
[]	
	Signature
[]	
	Signature

EXHIBIT C

FEES OF ESCROW AGENT

Fee Schedule for Escrow Agent for the **Escrow Account**

Acceptance Fee:

WAIVED

Initial Fees as they relate to Wells Fargo Bank acting in the capacity of Escrow Agent - includes creation and examination of the Escrow Agreement; acceptance of the Escrow appointment; setting up of Escrow Account(s) and accounting records; and coordination of receipt of funds for deposit to the Escrow Accounts.

Acceptance Fee payable at time of Escrow Agreement execution.

Escrow Agent Annual Administrative

\$2,500.00

Fee:

For ordinary administration services by Escrow Agent – includes daily routine account management; investment transactions; cash transaction processing (including wires and check processing); monitoring Joint Written Instructions and other notices pursuant to the agreement; disbursement of the funds in accordance with the agreement; and mailing of trust account statements to all applicable parties.

Tax reporting is included for up to Five (5) entities. If additional reporting is necessary, or tax reporting is required for foreign entities, a \$25 per report charge will be assessed.

This fee is Payable in advance, with the first installment due at the time of Escrow Agreement execution. Fee will not be prorated in case of early termination.

Wells Fargo's bid is based on the following assumptions:

- Number of Escrow Accounts to be established: Two (2)
- Number of Deposits to Escrow Account: Not more than Two (2)
- Number of Withdrawals from Escrow Fund: Not more than Ten (10)
- Term of Escrow: Not more than Six (6) months
- This fee schedule assumes that balances in the escrow account will be invested in money market funds or "depository account" that Wells Fargo has a relationship with
- All funds will be received from or distributed to a domestic or an approved foreign entity
- If the account(s) does not open within three (3) months of the date shown below, this proposal will be deemed null and void

Out-of-Pocket Expenses:

At Cost

We only charge for out-of-pocket expenses in response to specific tasks assigned by the client. Therefore, we cannot anticipate what specific out-of-pocket items will be needed

Case 11-49744 Doc 23-6 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Exhibit B Page 16 of 17

or what corresponding expenses will be incurred. Possible expenses would be, but are not limited to, express mail and messenger charges, travel expenses to attend closing or other meetings. There are no charges for indirect out-of- pocket expenses.

This fee schedule is based upon the assumptions listed above which pertain to the responsibilities and risks involved in Wells Fargo undertaking the role of Escrow Agent. These assumptions are based on information provided to us as of the date of this fee schedule. Our fee schedule is subject to review and acceptance of the final documents. Should any of the assumptions, duties or responsibilities change, we reserve the right to affirm, modify or rescind our fee schedule.

EXHIBIT D

Seller Pro Rata Share

TRADEMARK LICENSE AGREEMENT

RECITALS

- A. Reference is made to that certain Asset Purchase Agreement dated December 12, 2011 by and among Licensor, Licensees and Nexicore Services, LLC (the "Purchase Agreement"), for the purchase of certain assets owned by Sellers in the operation of the Business. Capitalized terms used but not defined herein shall have the respective meanings given to them in the Purchase Agreement.
- B. Licensor is the sole owner of the names and marks set forth on Exhibit A hereto (the "Marks").
- C. Pursuant to the terms of the Purchase Agreement, Licensor has agreed to grant the Licensees a 6-month, royalty-free, non-exclusive, non-transferable, non-assignable, non-sublicensable, worldwide license to use the Licensed Marks (as defined below) subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 LICENSE GRANT

- License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to each Licensee, and each Licensee hereby accepts from Licensor, a non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty-free, worldwide right to use the Marks and any name or mark derived from or including the Marks, including all corporate symbols or logos incorporating the Mark (collectively, the "Licensed Marks"), solely and exclusively in connection with the operation of the Business. Except as expressly provided above, no Licensee shall otherwise use the Licensed Marks without the prior express written consent of the Licensor. All rights not expressly granted to the Licensees hereunder shall remain the exclusive property of Licensor.
- 1.2 <u>Licensor's Use</u>. Subject to Licensor's non-competition covenants contained in Section 7.5 of the Purchase Agreement, nothing in this Agreement shall preclude Licensor, its affiliates, or any of its respective successors or assigns from using or permitting other entities to

use the Licensed Marks. Notwithstanding anything herein to the contrary, Licensees acknowledge and agree that licenses of the Licensed Marks previously granted by Licensor to third parties shall not constitute a violation of the non-competition covenants contained in Section 7.5 of the Purchase Agreement.

ARTICLE 2 OWNERSHIP

- 2.1 Ownership. Each Licensee acknowledges and agrees that Licensor is the owner of all right, title, and interest in and to the Licensed Marks, and all such right, title, and interest shall remain with the Licensor. No Licensee shall contest, dispute, or challenge Licensor's right, title, and interest in and to the Licensed Marks.
- 2.2 <u>Goodwill</u>. All goodwill and reputation generated by Licensees' use of the Licensed Marks shall inure to the benefit of Licensor. No Licensee shall by any act or omission use the Licensed Marks in any manner that disparages or reflects adversely on Licensor or its business or reputation.

ARTICLE 3 COMPLIANCE

- 3.1 <u>Compliance With Laws</u>. The Licensees agree that the use of the Licensed Marks shall comply with all laws, rules, regulations and requirements of any governmental body as may be applicable to the operation, advertising and promotion of the Business.
- 3.2 <u>Notification of Infringement</u>. Each party shall immediately notify the other party and provide to the other party all relevant background facts upon becoming aware of (i) any registrations of, or applications for registration of, marks that conflict with the Licensed Marks, and (ii) any known or suspected infringements, imitations, or illegal use or misuse of the Licensed Marks.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

- 4.1 <u>Mutual Representations</u>. Each party hereby represents and warrants to the other party as follows:
 - (a) Due Authorization. The execution, delivery and performance of this Agreement by such party has been duly authorized by all necessary action on the part of such party.
 - (b) Due Execution. This Agreement has been duly executed and delivered by such party and, with due authorization, execution and delivery by the other party, constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

ARTICLE 5 TERM AND TERMINATION

- 5.1 Term. This Agreement shall expire six (6) months following the Effective Date.
- 5.2 <u>Upon Termination</u>. Upon expiration or termination of this Agreement, Licensee shall immediately cease all uses of the Licensed Marks.

ARTICLE 6 INDEMNIFICATION

- 6.1 <u>Licensor Indemnity</u>. Licensor shall defend, indemnify and hold harmless Licensees and their respective Affiliates, successors and assigns, and its and their respective officers, directors, employees, agents, attorneys and representatives, from and against any and all Losses to the extent resulting from or arising out of third-party claims, actions or proceedings brought against a Licensee (a) based on any breach of any covenant or agreement of Licensor contained in this Agreement or (b) alleging that the Licensed Marks infringe such third party's intellectual property rights.
- 6.2 <u>Licensee Indemnity</u>. Licensee shall defend, indemnify and hold harmless Licensor and its Affiliates, successors and assigns, and its and their respective officers, directors, employees, agents, attorneys and representatives, from and against any and all Losses to the extent resulting from or arising out of (a) any breach of this Agreement by either Licensee, (b) Licensee's willful misconduct and/or (c) any use by Licensee of the Licensed Marks in any way that is inconsistent with the permitted use set forth in Section 1.2.

<u>ARTICLE 7</u> DISCLAIMER AND LIMITATION OF LIABILITY

7.1 <u>Disclaimer of Warranties</u>. THE LICENSED MARKS ARE LICENSED HEREUNDER ON AN "AS IS" BASIS. LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO THE LICENSED MARKS OR THE USE THEREOF, AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES.

ARTICLE 8 MISCELLANEOUS

Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Licensees, without the consent of the Licensor, and Licensor, without the consent of Licensees, may not assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder. No assignment by a party permitted hereunder shall relieve the applicable party of its obligations under this Agreement. Any assignment by a party in accordance with the terms of this Agreement shall be pursuant to a written assignment agreement in which the assignee expressly assumes the assigning party's rights and obligations hereunder.

- 8.2 <u>Independent Contractor</u>. No Licensees, on the one hand, nor Licensor, on the other hand, shall have, or shall represent that it has, any power, right or authority to bind the other party(ies) to any obligation or liability, or to assume or create any obligation or liability on behalf of the other party(ies).
- 8.3 <u>Injunctive Relief.</u> Licensees acknowledge and agree that in the event of any breach of this Agreement by either Licensee, Licensor will be irreparable and immediately harmed and unable to be made whole by monetary damages. It is accordingly agreed that, in the event of any actual or threatened breach of this Agreement by either Licensee, Licensor, in addition to any other remedy to which it may be entitled at law or in equity, shall be entitled to injunctive and other equitable relief to remedy any such breach and/or to compel specific performance. Licensees hereby waive any requirement of proving monetary damages or of posting of a bond or other security in the event that Licensor seeks equitable relief.
- 8.4 <u>Notices</u>. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service (with signature required), by facsimile, or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses:

If to the Licensor:

Hartford Computer Group, Inc. c/o Katten Muchin Rosenman LLP 525 West Monroe Street Chicago, Illinois 60661 Attention: John P. Sieger

Tel: (312) 902-5294 Fax: (312) 902-1061

If to the US Licensee or Canadian Licensee:

Avnet, Inc. 2211 S. 47th Street Phoenix, Arizona 85034

Attention: David R. Birk, Senior Vice President & General Counsel

Tel: 480-643-7753 Fax: 480-643-7877

with a copy to:

Squire, Sanders & Dempsey L.L.P. 1 E. Washington Street Suite 2700 Phoenix, Arizona 85004 Attention: Frank L. Placenti, Esq.

Tel: 602-528-4004 Fax: 602-253-8129

- 8.5 Governing Law; Consent to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to the principles of conflicts of law rules. Each of the Licensees and Licensor hereby irrevocably submits to the exclusive jurisdiction of the Chancery Court of the State of Delaware for the purposes of any suit, action or other proceeding arising out of this Agreement. Each party hereto further agrees that service of any process, summons, notice or document by United States certified or registered mail to such party's address set forth in Section 8.4 or such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party shall be effective service of process in any action, suit or proceeding in Delaware with respect to any matters to which it has submitted to jurisdiction as set forth above in the immediately preceding sentence. Each party hereto irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the Chancery Court of the State of Delaware and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in such court has been brought in an inconvenient forum
- 8.6 <u>No Waiver</u>. The failure of either party to enforce at any time for any period the provisions of or any rights deriving from this Agreement shall not be construed to be a waiver of such provisions or rights or the right of such party thereafter to enforce such provisions, and no waiver shall be binding unless executed in writing by all parties hereto.
- 8.7 <u>Headings</u>. The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.
- 8.8 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original instrument and all of which taken together shall constitute one and the same agreement.
- 8.9 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties with respect to such subject matter.
- 8.10 <u>Third-Party Beneficiaries</u>. Nothing in this Agreement, either express or implied, is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Case 11-49744 Doc 23-7 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Exhibit C Page 6 of 7

IN WITNESS WHEREOF, each party has caused this Agreement to be executed as of the Effective Date by its duly authorized officer.

US L	ICENSEE
AVN	ET, INC.
Ву:	Name:Title:
CAN	ADIAN LICENSEE
AVN	ET INTERNATIONAL (CANADA) LTD.
Ву:	Name:
	Title:
LICE	ENSOR
HAR	TFORD COMPUTER GROUP, INC.
By:	
•	Name: Title:

EXHIBIT A

<u>Marks</u>

Hartford Computer Group and associated U.S. Registration No. [2236684]



CANADIAN TAX ESCROW AGREEMENT

THIS AGREEMENT (this "Agreement") made as of the <> day of <>, 2012.

AMONG:

HARTFORD COMPUTER GROUP, INC.

("Seller")

- and -

AVNET INTERNATIONAL (CANADA) LTD.

("Canadian Buyer")

- and -

FRASER MILNER CASGRAIN LLP

("Escrow Agent")

WHEREAS, pursuant to that certain Asset Purchase Agreement entered into as of December _____, 2011 (the "Purchase Agreement"), by and among Seller, Nexicore Services, LLC, Avnet, Inc. and Canadian Buyer, Seller agreed to sell to Canadian Buyer and Canadian Buyer agreed to purchase from Seller the Canadian Assets (as described in the Purchase Agreement);

AND WHEREAS, pursuant to subsection 9.5(g) of the Purchase Agreement, the parties to the Purchase Agreement agreed that, if certain Certificates of Compliance having a "certificate limit", proposed proceeds of disposition or other relevant amount fixed therein, as described therein have not been delivered to the Canadian Buyer on or before the date of a Canadian Buyer Payment payable under the Purchase Agreement, a portion of such Canadian Buyer Payment shall be deposited with the Escrow Agent and held in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration (receipt of which the parties hereto hereby acknowledge), the parties hereto hereby agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, capitalized terms used herein but not otherwise defined herein shall have the respective meanings attributed to them in the Purchase Agreement.

1.2 General

Headings in this Agreement are inserted for convenience of reference only and not for the purposes of interpretation. Unless otherwise specified, monetary references are to Canadian dollars. References to Articles, sections and subsections are to those of this Agreement. Anything to be done or held on a day that is not a business day, shall be done or held on the next succeeding business day. Words in the singular shall include the plural and vice versa.

1.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

ARTICLE 2 APPOINTMENT OF ESCROW AGENT AND DELIVERY OF WITHHELD AMOUNTS

2.1 Appointment

Seller and Canadian Buyer (together the "Transaction Parties") hereby jointly appoint the Escrow Agent as escrow agent under this Agreement and the Escrow Agent acknowledges and confirms this appointment.

2.2 Acknowledgement of Deliveries of Withheld Amounts

- (a) The parties hereto acknowledge Canadian Buyer's delivery to the Escrow Agent on the date hereof of the amount of [TBD] Dollars (\$ [TBD]) (the "Closing Cash Withheld Amount"), which is the aggregate of the amounts withheld with respect to each category of Canadian Assets as set out in Schedule A and is otherwise in accordance with the terms of Section 9.5(g) of the Purchase Agreement.
- (b) The parties hereto acknowledge and agree that additional amounts may be delivered to the Escrow Agent in accordance with Section 9.5(g) of the Purchase Agreement on or prior to a release of a portion of the Canadian Escrow Amount pursuant to Section 3.4(b)(v) of the Purchase Agreement or a payment of the Canadian Buyer's portion of an Earnout Amount. The amounts (if any) paid to the Escrow Agent as described above are herein referred to as, respectively, the "Closing Escrow Withheld Amount" and the "Earnout Withheld Amount(s)", and together with the Closing Cash Withheld Amount are herein referred to as the "Withheld Amounts" and individually a "Withheld Amount". The Withheld Amounts, together with the interest earned thereon, shall be released or returned from escrow in the manner this Agreement prescribes.

ARTICLE 3 INVESTMENT OF WITHHELD AMOUNTS

3.1 Direction re Investment

The Transaction Parties hereby authorize and direct the Escrow Agent to invest and from time to time re-invest the Withheld Amounts with all interest or income accrued on the amount in the manner Seller and Canadian Buyer mutually direct as long as the manner of investment is agreed to

3.

in writing by the Escrow Agent, such agreement not to be unreasonably withheld (the "Approved Investments"). No investment shall have a maturity date greater than one (1) month from the date of the investment, with all interest on it to be credited in the manner prescribed below and, in any event, shall permit the payment of any Withheld Amount to the Seller or CRA as provided for herein. If no mutual written agreement as to the Approved Investments exists for any amount of the Withheld Amounts, the Escrow Agent shall deposit the amount in a daily interest bearing account with the Escrow Agent's bank until the parties otherwise mutually agree in writing.

3.2 Interest on Withheld Amounts

Seller shall be entitled to all interest or income earned on the Withheld Amounts from time to time and, subject to earlier payment as provided in subsections 4.1(b), 4.1(c) and 4.1(e) and subject to Section 5.5, such interest shall be paid by the Escrow Agent to the Seller (less any applicable withholding Taxes) upon the termination of the Escrow Agent's (including any successor Escrow Agent's) duties hereunder.

ARTICLE 4 RELEASES OF WITHHELD AMOUNTS

4.1 Release of Withheld Amounts

- (a) The Withheld Amounts, as applicable, must be released by the Escrow Agent to Seller or remitted to the CRA as provided for in the Purchase Agreement and in accordance with this Agreement.
- (b) If, on or before the twenty-eighth day of the calendar month following the calendar month (or if such following calendar month is February, the twenty-sixth day) in which Canadian Buyer has delivered a Withheld Amount to the Escrow Agent (the "Remittance Date") as such Remittance Date may be extended pursuant to Section 4.1(c):
 - (i) the Escrow Agent receives a Certificate of Compliance with a "certificate limit" at least equal to the applicable amount described in Section 9.5(g)(ii) or 9.5(g)(iii) of the Purchase Agreement in respect of such Withheld Amount, the Escrow Agent shall, immediately after receipt of such Certificate of Compliance, deliver the applicable Withheld Amount to Seller or as it may in writing direct, together with any interest or income earned thereon (less any applicable withholding Taxes);
 - (ii) the Escrow Agent receives a Certificate of Compliance having a "certificate limit" less than the applicable amount described in Section 9.5(g)(ii) or 9.5(g)(iii) of the Purchase Agreement in respect of such Withheld Amount, the Escrow Agent shall, promptly after receipt of such Certificate of Compliance, (A) remit to the CRA an amount equal to the amount which would have been required to be withheld pursuant to Section 9.5(g)(ii) or 9.5(g)(iii) of the Purchase Agreement in place of such Withheld Amount had the Certificate of Compliance so received been delivered to the Canadian Buyer on or before the date of the Canadian Buyer Payment in respect of which such Withheld Amount was withheld; and (B) remit to Seller or as it may in writing direct, such

portion of the applicable Withheld Amount not required to be remitted to the CRA (if any), together with any interest or income earned thereon (less applicable withholding Taxes); or

(iii) the Escrow Agent does not receive from Seller any Certificate of Compliance, the Escrow Agent shall remit to the CRA an amount equal to the applicable Withheld Amount.

For the avoidance of doubt, the Escrow Agent shall not remit any amount referred to in this Section 4.1(b) to the CRA before the applicable Remittance Date, as such date may be extended by Section 4.1(c).

- (c) Notwithstanding anything to the contrary in this Section 4.1, if prior to the applicable Remittance Date, the Escrow Agent has received a letter issued by the CRA confirming that the CRA will not enforce the applicable remittance of funds to the CRA within the time as is normally required under subsection 116(5) of the ITA (a "Comfort Letter"), the Escrow Agent shall not make any applicable remittance to the CRA, or any other party, on the date that would otherwise be the applicable Remittance Date and such Remittance Date shall be extended indefinitely; provided, however, if after the date that would otherwise be the applicable Remittance Date and prior to the Escrow Agent's receipt of a Certificate of Compliance, the Escrow Agent receives notification from the CRA that the Comfort Letter is no longer in effect, the date of receipt of such notification will be deemed to be the applicable Remittance Date and the Escrow Agent shall make the payments as otherwise required by this Section 4.1.
- (d) Notwithstanding anything to the contrary in this Agreement, if at any time the Escrow Agent receives notice in writing from the CRA either (A) confirming that the Canadian Assets were not "taxable Canadian property" for the purpose of the ITA on the Closing Date; or (B) confirming, in a form reasonably satisfactory to Canadian Buyer and the Escrow Agent, that the CRA will not require remittance of the applicable Withheld Amount to the CRA, the Escrow Agent shall forthwith release the applicable Withheld Amount (or in the case of a notice described in (A), all Withheld Amounts not previously released) to Seller, or as it may direct in writing direct, together with all interest or income earned thereon (less any applicable withholding Taxes).
- (e) For purposes of this Section 4.1 where the Seller has provided to the Canadian Buyer or the Escrow Agent, as the case may be, with a single Certificate of Compliance with a certificate limit, proposed proceeds of disposition or other relevant specified amount, as the case may be, in excess of the amount required (the "Required Amount") to ensure that no amount was required to be withheld pursuant to Section 9.5(g)(ii) or 9.5(g)(iii) of the Purchase Agreement in respect of a particular Canadian Buyer Payment, or that a Withheld Amount in respect of a particular Canadian Buyer Payment is released in full to the Seller pursuant to Section 4.1, the Seller shall be deemed to have provided the Canadian Buyer or the Canadian Tax Escrow Agent, as the case may be, with a Certificate of Compliance having a certificate limit, proposed proceeds of disposition or other relevant specified amount, as the case may be, equal to the Required Amount in respect of such payment, and to have provided the Canadian Buyer or the Canadian Tax Escrow Agent, as the case may be, with a separate Certificate of Compliance having a

certificate limit, proposed proceeds of disposition, or other relevant specified amount, as the case may be, equal to the amount of such excess. For the avoidance of doubt, this Section 4.1(e) shall also apply in respect of any such separate Certificate of Compliance deemed to have been provided.

Where the Seller has previously delivered Certificates of Compliance to the Canadian Buyer or the Escrow Agent and the Seller is subsequently required to obtain new or amended Certificates of Compliance as a result of post-closing adjustment to the Purchase Price or change in the allocation of Purchase Price, then upon written request from the Seller, which request shall include an assurance that the Seller (or its advisors) has been advised by the CRA that it is prepared to issue new or amended Certificates of Compliance upon receipt of the old certificates, the Canadian Buyer or the Escrow Agent, as the case may be, shall immediately return the original copy of any Certificate of Compliance previously delivered by the Seller, and the Seller shall deliver to the Canadian Buyer or the Escrow Agent, as the case may be, the appropriate copy of the new or amended Certificates of Compliance promptly upon receipt thereof by the Seller from the CRA.

ARTICLE 5 INDEMNITY AND LIABILITY

5.1 Indemnity

In addition to and without limiting any other protection that this Agreement or the law provides to the Escrow Agent, the Transaction Parties jointly and severally shall defend, indemnify and hold the Escrow Agent and its partners harmless from and against all liabilities, losses, claims, damages, penalties, actions, suits, demands, levies, costs, expenses and disbursements, including all legal and adviser fees and disbursements of any kind or nature that may at any time be suffered or incurred by, imposed on or asserted against the Escrow Agent, whether groundless or otherwise, arising in any way from or out of any act or omission of the Escrow Agent, unless arising from the Escrow Agent's gross negligence or wilful misconduct. Notwithstanding any other provision in this Agreement, this indemnity shall survive the Escrow Agent's removal or resignation and termination of this Agreement.

5.2 Liability

The Escrow Agent shall incur no liability hereunder such that, except for its acts of gross negligence or wilful misconduct, the Escrow Agent shall not be liable for any act done or step taken or omitted by it in good faith. The Escrow Agent shall be under no responsibility in respect of any of the Withheld Amounts deposited with it pursuant to this Agreement, except to deal with them in accordance with the provisions of this Agreement and shall have no duties except those which are expressly set forth herein.

5.3 Legal Advice

The Escrow Agent may consult with and obtain advice from legal counsel in the event of any question as to any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in good faith in accordance with the opinion and instructions of such counsel, and the cost of such services shall be added to and be part of the Escrow Agent's expenses hereunder.

5.4 Escrow Agent May Refrain from Acting

In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any of the Transaction Parties or from a third person with respect to any matter arising pursuant to this Agreement which, in its opinion, are in conflict with any provision of this Agreement, it shall be entitled to refrain from taking any action (other than to keep safely the Withheld Amounts) until it shall be directed otherwise by unanimous written direction of Seller and Canadian Buyer or by a certified order or judgment of a court of competent jurisdiction from which no further direct appeal may be taken.

5.5 Costs of the Escrow Agent

It is hereby agreed by the Transaction Parties hereto that the costs, expenses and charges of the Escrow Agent pursuant to this Agreement shall, unless the Transaction Parties agree otherwise, be borne by Seller and Canadian Buyer in equal amounts. The Escrow Agent shall be entitled to pay the portion of its costs, expenses and charges for which the Seller is responsible out of the interest or income earned on the Withheld Amounts.

5.6 Entitlement to Follow Directions

Notwithstanding any other provisions of this Agreement, the Escrow Agent shall be entitled to deal with the Withheld Amounts, or any part thereof, at any time in accordance with written unanimous joint direction from the Transaction Parties.

5.7 Escrow Agent Counsel to Canadian Buyer

Seller acknowledges that the Escrow Agent is acting as counsel to Canadian Buyer in connection with this Agreement and the transactions contemplated by the Purchase Agreement. The parties hereto agree that the Escrow Agent is acting only as a stakeholder and, as such, has no conflict of interest by virtue of the fact that it is acting both as Escrow Agent and counsel to Canadian Buyer. The parties hereto further agree that the Escrow Agent may continue to act for Canadian Buyer in respect of any matter relating to or arising out of this Agreement, the Purchase Agreement, or any matter related to any of such agreements, notwithstanding any dispute between any of the parties to any of such agreements and whether or not the Escrow Agent has resigned or a new Escrow Agent has been appointed in accordance with the terms of this Agreement.

5.8 Garnishment, etc.

If the Withheld Amounts or any part thereof is at any time attached, garnished, or levied upon under any final court order, or in case the payment or delivery of any amount shall be stayed or enjoined by any court order, or in the case any final order, judgment or decree shall be made or entered

by any court affecting such amount, or any part thereof, or affecting any act by the Escrow Agent, then and in any of such events the Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such final order, writ, judgment or decree which it is advised by legal counsel of its own choosing is binding upon it.

5.9 Termination of the Escrow Agent's Obligations

The obligations of the Escrow Agent hereunder shall terminate and cease to be of any further force and effect when the Escrow Agent has distributed all of the Withheld Amounts and all interest and income thereon in accordance with the provisions hereof.

ARTICLE 6 MISCELLANEOUS

6.1 Notices

Any notice or request to be given in connection with this Agreement shall be delivered in writing addressed to the Seller and Canadian Buyer at their addresses set out in the Purchase Agreement and to the Escrow Agent, as follows:

Escrow Agent:

77 King Street West, Suite 400 Toronto, ON M5K 0A1 Fax No.: 416-863-4592

Attention: Chris Turney

Any notice delivered shall be deemed to have been given on the day it is delivered unless that day is not a business day, in which case it shall be deemed to have been given on the next business day. Any notice transmitted by facsimile shall be deemed to have been given on the day of transmission if received at or before 5:00 p.m. on a business day, otherwise, it shall be deemed to have been given on the next business day.

6.2 Appointment of New Escrow Agent

- (a) The Escrow Agent may resign and be discharged from all further duties and liabilities after giving at least thirty (30) days' written notice to each Transaction Party; however, shorter notice may be given if the Transaction Parties accept it as sufficient.
- (b) If the Escrow Agent resigns, is removed from office by the mutual decision of the Transaction Parties, or becomes incapacitated to act, the Transaction Parties shall appoint the Escrow Agent's successor at once, which shall be either a firm of lawyers authorized to practise in the Province of Ontario or a trust company qualified to carry on trust business in the Province of Ontario and have no material conflict of interest in the role of fiduciary under this Agreement. If the Transaction Parties fail to appoint the successor, a Judge of the Superior Court of Justice (Ontario) upon any party's application at the Transaction Parties' expense shall appoint the successor. On any new appointment, the new Escrow Agent shall be vested with the same powers, rights,

duties and responsibilities as if it had been named originally as the Escrow Agent without any further assurance, conveyance, act or deed. Any instruments the new Escrow Agent is advised by its counsel, acting reasonably, are necessary or advisable shall be executed immediately at the Transaction Parties' expense.

(c) Immediately on appointment, any successor Escrow Agent shall become vested with all of its predecessors' estates, properties, rights, powers and trusts, with like effect as if originally named as Escrow Agent; on receiving from each of the Transaction Parties written authorization and direction, the Escrow Agent shall promptly deliver the balance of the Withheld Amounts and any interest or income thereon to the successor Escrow Agent.

6.3 Time

Time shall be of the essence unless the time for doing or completing any matter is extended or abridged by written agreement between the parties.

6.4 Enurement

This Agreement shall enure to the benefit of and bind the parties and their successors and assigns.

6.5 Counterparts

This Agreement may be executed in several counterparts, each of which when executed shall constitute an original document and taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement.

HARTFORD COMPUTER GROUP, INC.

Per:_				
N	ame:			
T	itle:			
Per:_			-	
N	ame:			
T	itle:			

I/We have authority to bind the Corporation.

Case 11-49744 Doc 23-8 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Exhibit D Page 9 of 10 9.

AVNET INTERNATIONAL (CANADA) LTD.

Per:
Name:
Title:
Per:
Name:
Title:
I/We have authority to bind the Corporation.
FRASER MILNER CASGRAIN LLP
Per:
Name: Chris Turney

Title: Partner

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Case 11-49744 Doc 23-8 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Exhibit D Page 10 of 10

Schedule A

Category of Canadian Assets	<u>Purchase</u> <u>Price</u>	Portion of Vendor's Purchase Price Allocated to Non- Depreciable Property	Portion of Vendor's Purchase Price Allocated to Depreciable Property	Withheld Amount for Non- Depreciable Property	Withheld Amount for Depreciable Property	<u>Total</u> <u>Amount</u> <u>Withheld</u>
			,			

DISCLOSURE SCHEDULE TO THE ASSET PURCHASE AGREEMENT

The following are exceptions to the representations and warranties made by Hartford Computer Group, Inc., a Delaware corporation ("Parent") and Nexicore Services, LLC, a Delaware limited liability company and wholly-owned subsidiary of the Company ("Nexicore" and, together with Parent, the "Sellers"), in that certain Asset Purchase Agreement, dated as of December 12, 2011 (the "Agreement"), by and among the Company, Nexicore, Avnet, Inc., a New York corporation, and Avnet International (Canada) Ltd., an Ontario corporation.

- 1. The references to sections and subsections in the Disclosure Schedule correspond to the sections and subsections of the Agreement. Information disclosed in a particular section or subsection of the Disclosure Schedule shall be deemed to be disclosed and incorporated into any other section or subsection of the Disclosure Schedule to the extent that the relevance of such information to such other schedule is readily apparent notwithstanding the absence of a cross-reference contained therein.
- 2. Headings, captions and cross-references in the Disclosure Schedule are for convenience only and shall in no way modify, limit or affect, or be considered in construing or interpreting any information provided herein. References to any contract, plan or other document contained in these Schedules are not intended to summarize or describe such contract, plan or other document, but rather are for convenience only and all such references are qualified in their entirety by the terms of such contract, plan or other document for a full explanation thereof.
- 3. The information contained in these Schedules is as of the date of the Agreement, but shall not alter the date as of which any representation or warranty is made pursuant to the Agreement.
- 4. The inclusion of any information on any part of these Schedules shall not be deemed to be an admission or acknowledgment by any Seller that such information is material or that such information includes any act or omission outside the ordinary course of business of such Seller.
- 5. Nothing herein constitutes an admission of liability or obligation of any Seller or an admission against the interest of such Seller.
- 6. This Disclosure Schedule is confidential.

Schedule 2.1(a)(i)

Canadian Assets; Fixed Assets

7. soldering stations 8. **BGA** machines 9. rolling carts 10. computers (CPU) 11. monitors 12. laptops 13. scanners 14. barcode printers 15. printers 16. servers 17. IP office phone system 18. switches 19. **UPS** 20. cameras 21. electrical screwdrivers 22. TVs

1.

2.

3.

4.

5.

6.

See attached.

desks

cubicles

chairs

shelves

tech benches

23.

projectors

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 3 of 69

- 24. pumptruck
- 25. shrinkwrap machine
- 26. ladders
- 27. inventory fence
- 28. inventory shelves
- 29. refrigerators
- 30. microwaves
- 31. tables
- 32. telephone
- 33. fans
- 34. compressor
- 35. lifting device
- 36. cabinets
- 37. lunch chairs
- 38. sofas
- 39. lockers
- 40. osciloscope
- 41. multimeter
- 42. magnification lamps
- 43. microscope
- 44. fax

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 4 of 69

Hartford Computer Group Schedule 2

PPE Asset Registers

For the year ending Oct 31, 2011

Asset ID

Asset GL Acct #: 15000-Le	easehold
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F00638 INSTALLATION OF CABLE FOR LAPTOP REPAIR LINE

F00677 ELECTRICAL INSTALLATION

F00732 ELECTRICAL INSTALLATIONS

F00791 CHAIN LINK FENCING & GATES

F00900 WAREHOUSE CAMERA SYSTEM

F00927 FAN SUPPLY AND INSTALLATION

F00928 REMODEL CANADIAN OFFICE/NADBR PROPERTY

F01000 ELECTRICAL WORK

F01202 BULDING PREP FOR MOVE IN

F01208 INSTALLATION ELECTRICAL

F01267 CABLING FOR NEW BUILDING

F01268 ELECTRICAL INSTALLATION

F01269 ELECTRICAL INSTALLATION

F01270 ELECTRICAL INSTALLATION

F01281 KEYS AND LOCKS

F01282 BUILDING IMPROVEMENTS

F01284 DEMOLITION AND CLEAN UP OF SHIELDS BUILDING

F01285 WAREHOUSE PREP

F01290 SECURITY CAGE WITH INSTALLATION

F01323 SECURITY SYSTEM

F01324 KEYS AND LOCKS NEW BUILDING

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 5 of 69

F01325 ELECTRICAL MODIFICATIONS

F01326 ELECTRICAL MODIFICATES

F01345 ELECTRICAL WORK ON BUILIDING

F01349 ELECTRICAL WORK

F01485 DOCK LEVER REPAIR

Asset GL Acct #: 15100-Test Equipment

F00495 CDN LAPTOP IBM THINK PAD

F00497 CDN LAPTOM IBM

F00498 CDN LAPTOP, SONY VAIO PCG-FX370

F00499 CDN LAPTOP, COMPAQ PRESARIO 2175US

F00500 CDN LAPTOP, COMPAQ PRESARIO 1525CA

F00501 CDN LAPTOP, COMPAQ PRESARIO 725US

F00502 CDN LAPTOP, COMPAQ PRESARIO 2100US

F00503 CDN LAPTOP, COMPAQ PRESARIO 2100US

F00504 CDN LAPTOP, COMPAQ PRESARIO 2100US

F00505 CDN LAPTOP, COMPAQ PRESARIO 715US

F00506 CDN LAPTOP, COMPAQ PRESARIO 1720US

F00507 CDN LAPTOP, HP PAVILION N5470

F00508 CDN LAPTOP, HP PAVILION N5490

F00509 CDN LAPTOP, HP PAVILION ZE5270

F00510 CDN LAPTOP, HP PAVILION N5425

F00511 CDN LAPTOP, SONY PCG-FXA48

F00512 CDN LAPTOP, HP PAVILION N5340

F00513 CDN LAPTOP, TOSHIBA SATELLITE 1400

F00514 CDN LAPTOP, HP PAVILION ZT1135

F00515 CDN LAPTOP, HP PAVILION ZT1135

F00516 CDN LAPTOP, TOSHIBA SATELLIE 1110

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 6 of 69

F00517 CDN LAPTOP, SONY PCG-NV170 VAIO

F00518 CDN LAPTOP, SONY VAIO PC -R505DL

F00519 CDN LAPTOP, TOSHIBA SATELLIE A10

F00554 CDN PRINTER, HEWLETT PACKARD LASERJET 4100DTN

F00607 REWORK STATION, WELLER 4624

F00608 SOLDER STATION MADELL 8502

F00661 MICROSCOPE, TRI-POWERED

F00662 MICROSCOPE, TRI-POWERED

F00663 MICROSCOPE, TRI-POWERED

F00664 MULTIMETER, FLUKE 73 649092

F00665 MULTIMETER, FLUKE 73 649092

F00666 MULTIMETER, FLUKE 73 649092

F00890 OSCILLOSCOPE

F00894 SYSTEM, REWORK IR

F00926 OVEN 1.6 CU/FT FORCED AIR

F00953 REWORK BGA HAND TOOL

F01095 LAPTOP TOSHIBA SATELLITE A105-S4001

F01291 TESTER, MODEL DRBT-10 TORQUE

F01348 BGA REWORK STATION AND THERMOMETER

F01394 SATELLITE TOSHIBA LAPTOP

F01448 POS, NCR REALPOST 70XRT SYSTEM

Asset GL Acct #: 15500-Furniture & Equipment

F00641 CHAIR, DRAFTING

F00642 CHAIR, DRAFTING

F00643 CHAIR, DRAFTING

F00644 CHAIR, DRAFTING

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 7 of 69

F00645 CHAIR, DRAFTING

F00646 CHAIR, DRAFTING

F00647 CHAIR, DRAFTING

F00648 CHAIR, DRAFTING

F00649 CHAIR, DRAFTING

F00650 CHAIR, DRAFTING

F00651 CHAIR, DRAFTING

F00652 CHAIR, DRAFTING

F00653 CHAIR, DRAFTING

F00654 CHAIR, DRAFTING

F00655 CHAIR, DRAFTING

F00656 CHAIR, DRAFTING

F00657 CHAIR, DRAFTING

F00658 CHAIR, DRAFTING

F00659 CHAIR, DRAFTING

F00660 CHAIR, DRAFTING

F00678 TIME CLOCK #443313

F00842 CHAIR, DRAFTING

F00843 CHAIR, DRAFTING

F00844 CHAIR, DRAFTING

F00845 CHAIR, DRAFTING

F00846 CHAIR, DRAFTING

F00847 CHAIR, DRAFTING

F00980 FILTER UNIT

F01096 TRANSFORMER & PANEL

F01097 WORKSTATION W/BIN

F01098 WORKSTATION W/BIN

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 8 of 69

FORKLIFT

F01205	PHONE INSTALLATION
F01209	TECH BENCHES
F01210	WORK BENCHES
F01261	SHRINK TUNNEL
F01266	BENCHES TECH
F01279	FIXTURES
F01283	TECH BENCHES
F01327	FURNITURE NEW OFFICE
F01351	SCANNER BARCODE SYMBOL WIRELESS
F01352	CAMERA EQUIPMENT SECURITY
F01353	CAMERA EQUIPMENT SECURITY
F01355	PRINTER, ZEBRA BARCODE
F01356	PRINTER, ZEBRA BARCODE
F01357	PRINTER, ZEBRA BARCODE
F01358	PRINTER, ZEBRA BARCODE
F01359	PRINTER, ZEBRA BARCODE
F01360	WEBSMART 24PT
F01361	DLINK ACCESS POINT
F01362	DLINK ACCESS POINT
F01371	WORKSTATIONS GLOBAL
F01372	WORKSTATIONS GLOBAL
F01375	COMPRESSOR AIR
F01443	IMAGING SERVER
F01486	LOCKERS
F01530	IPHONE
F01535	

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 9 of 69

Asset GL Acct #: 15600-Computer Hard & Soft

F00745 TOWER, COMPAQ PROLIANT ML350

F00747 MONITOR SONY MULTISCAN 21IN

F00854 LAPTOP SYSTEM, AVERATEC 3150H

F00855 LAPTOP SYSTEM, AVERATEC 3150H

F00907 DESKTOP COMPAQ D53

F00908 DESKTOP COMPAQ D53

F00909 DESKTOP COMPAQ D53

F00910 DESKTOP COMPAQ D53

F00923 DESKTOP COMPAQ D53

F01091 LAPTOP

F01121-F01123 LAPTOPS COMPAQ PRESARIOS

F01124-F01129 HP PAVILIONS ZE2000 & ZV5000

F01130 COMPQ PRESARIO V2000

F01141-F01147 LAPTOPS COMPAQ PRESARIO

F01148-F01154 LAPTOP HP PAVILION

F01155-F01156 LAPTOP COMPAQ PRESARIOS

F01157-F01158 LAPTOPS TOSHIBA

F01159 LAPTOP COMPAQ PRESARIO

F01160 LAPTOP TOSHIBA

F01161-F01165 LAPTOPS COMPAQ PRESARIO

F01166-F01167 LAPTOPS TOSHIBA

F01168 LAPTOP COMPAQ PRESARIO

F01169- F01174 LAPTOPS TOSHIBA

F01175 LAPTOP HP PAVILLION

F01176-F01185 LAPTOP TOSHIBA

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 10 of 69 LAPTOP HP PAVILLION

F01186

F01187-F01190 LAPTOPS COMPAQ PRESARIO

F01191-F01199 LAPTOPS TOSHIBA

F01265 PROLIANT DUAL CORE

F01286 **SWITCHES 48 PORT**

F01287 **SWITCHES 48 PORT**

F01288 **SWITCHES 48 PORT**

F01289 SWITCH, 3CO03CR17250-9US 3COM 5500G 24PT

F01297 APC SMART - UPS XL 3000VA 120V

APC SMART - UPS TWR 48V BAT PACK F01298

F01321 APC SMART-UPS XL 300VA 120V

F01322 APC SMART-UPS TWR 48V BAT PACK

F01354 ROUTER, WIRELESS

PRINTER, ZEBRA 284-20400-0001 F01373

F01374 PRINTER, ZEBRA 284-20400-0001

F01523 SERVER, PROLIANT DL380

F01524 SERVER,

F01531 BARCODER READER FOR IPHONE

Schedule 2.1(a)(ii)

US Assets; Fixed Assets

- 1. See attached.
- 2. barcode printers
- 3. BGA machines
- 4. cabinets
- 5. cameras
- 6. cardboard compactor
- 7. chairs
- 8. compressor
- 9. computers (CPU)
- 10. cubicles
- 11. desks
- 12. EEPROM programmer
- 13. electrical screwdrivers
- 14. ESD testers
- 15. fans
- 16. fax
- 17. forklift battery charger
- 18. forklifts
- 19. generator
- 20. huntron
- 21. inventory fence
- 22. inventory shelves
- 23. IP office phone system

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 12 of 69

- 24. ladders 25. laptops 26. laser printers 27. lifting device 28. lockers 29. lunch chairs 30. magnification lamps 31. microscope 32. microwaves 33. monitors 34. multimeter 35. order pickers
- 37. ovens

36.

38. pallet jacks

osciloscope

- 39. projector
- 40. pumptruck
- 41. racking
- 42. refrigerators
- 43. rolling carts
- 44. scanners
- 45. servers
- 46. shelves
- 47. shrinkwrap machine
- 48. sofa

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 13 of 69

- 49. soldering stations
- 50. switches
- 51. tables
- 52. tech benches
- 53. telephone
- 54. testbeds
- 55. time clocks
- 56. trash compactor
- 57. TV
- 58. universal device programmer
- 59. UPS
- 60. x-ray machine

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit
B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 14 of 69
Hartford Computer Group
Schedule 2
PPE Asset Registers
For the year ending Oct 31, 2011

Asset ID

Asset GL Acct #: 15000-Leasehold

F00877 LEASE HOLD IMPROVEMENT (NEW TENANT)

F00878 LEASE HOLD IMPROVEMENT (NEW TENANT)

F00879 LEASE HOLD IMPROVEMENT (NEW TENANT)

F00893 BUILDING IMPROVEMENTS

F00976 FLOORING ENTRY WAY

F01138 FIBER CABLE INSTALLATION

F01139 FIBER OPTIC INSTALLTION

F01395 WATER HEATER

F01462 LIGHTING AND INSTALLATION

Asset GL Acct #: 15100-Test Equipment

F00521 DESOLDERING STATION, HAKKO 472D-02

F00522 DESOLDERING STATION, HAKKO 472D-02

F00524 LAPTOP, SONY

F00525 LAPTOP, SONY

F00526 LAPTOP, TOSHIBA

F00527 LAPTOP, TOSHIBA

F00528 LAPTOP, HP

F00529 LAPTOP TOSHIBA

F00530 LAPTOP TOSHIBA

F00531 LAPTOP COMPAC

F00532 LAPTOP, TOSHIBA

F00533 PRINTER, HP

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 15 of 69

F00555 MICROSCOPE, SCIENCESCOPE FIXED FS-24-500

F00556 MICROSCOPE, FIXED, SCIENCESCOPE FS-24-500

F00559 OSCILLOSCOPE, PROTEK 1000MHZ 6510

F00560 PRINTER, HEWLETT PACKARD LASERJET 4200

F00561 O-SCOPE, TEK 465

F00562 O-SCOPE, TEK 465

F00563 O-SCOPE, TEK 465

F00564 MULTIMETER, FLUKE 73III

F00565 MULTIMETER, FLUKE 73III

F00566 MULTIMETER, FLUKE 73III

F00567 MULTIMETER, FLUKE 73III

F00568 MULTIMETER, FLUKE 73III

F00569 MULTIMETER, FLUKE 73III

F00570 O-SCOPE, TEK 72-6810

F00571 MILLIOHM MODEL 380460

F00572 O-SCOPE, TEK 2235

F00573 MULTIMETER, FLUKE 73III

F00577 OSCILLIOSCOPE TENMA 72-6810

F00578 DESOLDERING GUN, HAKKO

F00579 DESOLDERING GUN, HAKKO

F00602 PRINTER, LEXMARK OPTRA T632

F00603 48 PIN DRIVE PROGRAMMER

F00623 OSCOPE PROTEK 6510

F00624 MICROSCOPE, SZ-PK3-FR

F00625 MULTIMETER, FLUKE 179

F00626 MULTIMETER, FLUKE 179

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 16 of 69

F00627 MULTIMETER, FLUKE 77 III

F00628 MULTIMETER, FLUKE 77 III

F00629 LAPTOP, COMPAQ PRESARIO X1030US

F00630 OSCOPE, PROTEK 6510

F00631 PRINTER, 0994292-0001 TI 810

F00632 PREHEATER SYSTEM, SY-628

F00636 OSCOPE, PROTEK 6510

F00637 CPU, TOSHIBA P4/CENTRINO 1.4GHZ MPGA

F00667 OSCOPE, PROTEK 6510

F00671 LAPTOP SYSTEM, COMPAC PRESARIO R3202US

F00701 REWORK STATION IX-410Vi

F00704 OSCILLOSCOPE #6510 PROTEK DUAL TRACE

F00705 OSCILLOSCOPE #6510 PROTEK DUAL TRACE

F00706 OSCILLOSCOPE #6510 PROTEK DUAL TRACE

F00717 REWORK STATION MADELL 8502 2 IN 1

F00718 REWORK STATION MADELL 8502 2 IN 1

F00719 REWORK STATION MADELL 8502 2 IN 1

F00720 REWORK STATION MADELL 8502 2 IN 1

F00721 REWORK STATION MADELL 8502 2 IN 1

F00722 REWORK STATION MADELL 8502 2 IN 1

F00723 SYSTEM, EMACHING T2596 DESKTOP

F00724 SYSTEM, EMACHING T2642 DESKTOP

F00725 PROGRAMMER, BP 1400/84 UNIVERSAL ENG

F00726 PROGRAMMER, BP 1400/84 UNIVERSAL ENG

F00731 O-SCOPE, TEKTRONIX 865

F00737 REWORK STATION, MADELL 8502 2-1

F00738 REWORK STATION, MADELL 8502 2-1

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 17 of 69

	•
F00741	HUNTNRON TRACKER 2700
F00742	MICROSCOPE SZ-PK3-FR
F00743	MICROSCOPE SZ-PK3-FR
F00744	REWORK SYSTEM, IX-410VI
F00748	RAMCHECK INN-8668PLPR-REF
F00749	RAMCHECK 144 SODIMM ADP INN-8668-1
F00750	MICROSCOPE, SZ-PK3-FR
F00754	BGA BOARD HOLDER UPGRADE
F00778	FLUKE 110 MULTIMETER 374TE0110
F00779	FLUKE 110 MULTIMETER 374TE0110
F00780	FLUKE 110 MULTIMETER 374TE0110
F00781	FLUKE 110 MULTIMETER 374TE0110
F00782	FLUKE 110 MULTIMETER 374TE0110
F00783	FLUKE 110 MULTIMETER 374TE0110
F00784	FLUKE 110 MULTIMETER 374TE0110
F00785	FLUKE 110 MULTIMETER 374TE0110
F00786	FLUKE 110 MULTIMETER 374TE0110
F00787	FLUKE 110 MULTIMETER 374TE0110
F00788	FLUKE 110 MULTIMETER 374TE0110
F00789	FLUKE 110 MULTIMETER 374TE0110
F00790	FLUKE 110 MULTIMETER 374TE0110
F00792	MICROSCOPE, SZ-PK3-FR
F00793	FLUKE MULTIMETER, 374TE0110
F00794	FLUKE MULTIMETER, 374TE0110
F00795	FLUKE MULTIMETER, 374TE0110
F00796	FLUKE MULTIMETER, 374TE0110

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 18 of 69

F00797 FLUKE MULTIMETER, 374TE0110

F00798 FLUKE MULTIMETER, 374TE0110

F00799 FLUKE MULTIMETER, 374TE0110

F00800 SOLDERING STATION, 936-12

F00801 SOLDERING STATION, 936-12

F00802 SOLDERING STATION, 936-12

F00803 SOLDERING STATION, 936-12

F00804 SOLDERING STATION, 936-12

F00805 SOLDERING STATION, 936-12

F00806 SOLDERING STATION, 936-12

F00807 SOLDERING STATION, 936-12

F00808 SCREWDRIVER, CORDLESS 2.4V 271-503

F00809 SCREWDRIVER, CORDLESS 2.4V 271-503

F00810 SCREWDRIVER, CORDLESS 2.4V 271-503

F00811 SCREWDRIVER, CORDLESS 2.4V 271-503

F00812 SCREWDRIVER, CORDLESS 2.4V 271-503

F00813 FLUKE MULTIMETER 374E0110

F00814 FLUKE MULTIMETER 374E0110

F00815 FLUKE MULTIMETER 374E0110

F00816 FLUKE MULTIMETER 374E0110

F00817 FLUKE 110 MULTIMETER 374TE0110

F00818 FLUKE 110 MULTIMETER 374TE0110

F00819 FLUKE 110 MULTIMETER 374TE0110

F00820 FLUKE 110 MULTIMETER 374TE0110

F00821 FLUKE 110 MULTIMETER 374TE0110

F00836 REWORK SYSTEM INFRARED

F00837 REWORK SYSTEM INFRARED

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 19 of 69

F00849	MICROSCOPE SZ-PK3-FR
F00850	MICROSCOPE SZ-PK3-FR
F00851	MICROSCOPE SZ-PK3-FR
F00882	DESOLDERING TOOL 472D-02
F00883	DESOLDERING TOOL 472D-02
F00884	DESOLDERING TOOL 472D-02
F00885	DESOLDERING TOOL 472D-02
F00886	DESOLDERING TOOL 472D-02
F00895	MICROSCOPE, SZ-PK3-FR
F00901	LCM TESTER
F00925	LAPTOP SYSTEM SONY VAIO VGN FJ170
F00929	LAPTOP SYSTEM SONY VAIO VGN FE660G
F00930	LAPTOP SONY VAIO VGN FS980
F00951	OSCOPE, PROTEK 6510
F00952	OSCOPE, PROTEK 6510
F00981	OSCOPE, PROTEK 6510
F00982	OSCOPE, PROTEK 6510
F00994	OSCOPE, PROTEK 6510
F00995	OSCOPE, PROTEK 6510
F00996	OSCOPE, PROTEK 6510
F00997	OSCOPE, PROTEK 6510
F01011	LAPTOP SYSTEM SONY VAIO
F01012	LAPTOP SYSTEM SONY VAIO
F01064	LAPTOP SONY VAIO VGN FJ250P
F01065	LAPTOP SONY VAIO VGN FE660G
F01066	LAPTOP SONY VAIO VGN SZ3209

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 20 of 69

	49744 Doc 23-9 Filed 12/1 Asset Purchase Agreement - [LAPTOP SONY VAIO VGN A690
F01068	LAPTOP SONY FAIO VGN FS630
F01069	LAPTOP SONY VGN SZ220
F01070	LAPTOP SONY VAIO VGN AX5706
F01099	DLP TV 50" SAMSUNG
F01100	DLP TV 50" SAMSUNG
F01132	LAPTOP HP PAVILLION TX1410US
F01133	LAPTOP GATEWAY M-6750
F01134	LAPTOP HP PAVILION DV6458SE
F01135	LAPTOP GATEWAY M-6816
F01136	LAPTOP GATEWAY MX3414
F01137	LAPTOP GATEWAY MX6453
F01203	LAPTOP HP PAVILION DV2550SE
F01272	LAPTOP HP PAVILION TX1320US
F01273	LAPTOP VGN -SZ110/B
F01274	LAPTOP VGN-TXN48P/B
F01276	LAPTOP VGN-TX650P/B
F01277	LAPTOP GATEWAY MX8734
F01292	LAPTOP VGM-AR830E
F01293	LAPTOP VGFZ280E/B
F01294	LAPTOP VGN-SZ650N/C
F01330	LAPTOP SONY VGN-BX561B
F01331	MOTHERBOARD
E01222	LADTOD VON E7220E/B

LAPTOP VGN-FZ320E/B

LAPTOP VGN-FZ320E/B

LAPTOP VGN-AR350E

LAPTOP GATEWAY M-6750

F01332

F01333

F01334

F01335

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 21 of 69

	B - Asset Purchase Agreement - Disclo
F01336	LAPTOP VGN-TZ350N
F01337	DESKTOP, HP TOUCHSMART
F01338	LAPTOP PSAE6C-TH70DC
F01339	LAPTOP VGN-TXN25NB
F01340	LAPTOP VGN-BX760
F01341	LAPTOP VGC-LT16E-A
F01342	LAPTOP DELL M1330
F01346	LAPTOP, COMPAQ CQ50-110US
F01350	DESKTOP, HP PAVILLION DV5-1002NR
F01366	TABLET SYSTEM
F01367	SERVER, HP ML330 G3 2.8 GHZ TOWER
F01368	CHASSIS HP ML310 G4 SERVER
F01369	CHASSIS, HP ML310 G5 SERVIER
F01370	TESTBED 500826-001
F01377	TRAVELMATE ACER LAPTOP
F01378	LAPTOP GATEWAY
F01379	MACBOOK
F01380	MACBOOK
F01381	NOTEBOOK GATEWAY
F01382	NOTEBOOK ACER
F01384	LAPTOP, GATEWAY
F01385	HDTV LG

F01386

F01387

F01388

F01389

HDTV LG

SONY VAIO PC

VAIO PC/TV

NOTEBOOK HP PAVILLION

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 22 of 69

F01390 MACBOOK AIR

F01391 MACBOOK PRO

F01392 TOUCHSMART HP

F01393 MACBOOK MB61LL/A

F01396 MACBOOK APPLE 2.4 GHZ

F01397 MACBOOK APPLE

F01398 L;APTOP GATEWAY

F01399 LCD TV 37

F01400 MACBOOK APPLE

F01401 LAPTOP GATEWAY BNIB-P-7811FX

F01402 MACBOOK 15.4

F01403 GATEWAY LAPTOP

F01405 LAPTOP T-6815 GATEWAY

F01406 LAPTOP, GATEWAY M-1412

F01407 LAPTOP, MACBOOK PRO MA897LL/A

F01408 TV 42" SAMSUNG

F01412 LAPTOP SONY VAIO VGC-LT19U

F01413 LAPTOP APPLE

F01414 LAPTOP HP PAVILION DV2990NR

F01415 DESKTOP, GATEWAY GT5628

F01419 LAPTOP APPLE MACBOOK PRO

F01420 LAPTOP HP 6910P CORE DUO

F01435 ALL IN ONE SYSTEM SONY VAIO

F01437 LAPTOP SYSTEM APPLE MACBOOK PRO

F01438 DELL STUDIO 1737

F01439 LAPTOP BATEWAY NV7915U

F01440 MACBOOK, APPLE

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 23 of 69

F01441 TV SONY BRAVIA

F01442

F01444 LAPTOP GATEWAY NV7915U

TV, VISIO 37"

F01446 MACBOOK, APPLE MC207LL/A

F01447 LAPTOP, PAVILION DV4

F01449 LAPTOP PAVILION DV4

F01451 LAPTOP, CPQ PRESARIO

F01452 LAPTOP GATEWAY

F01453 LAPTOP, PAVILION

F01456 MACBOOK 13.3

F01457 DESKTOP, HP TOUCHSMART

F01459 ADAPTER INN-8668-16 240 PINN

F01467 MEMORY TESTER

F01468 LAPTOP MACBOOK

F01469 LAPTOP BATTERY TESTER

F01470 LAPTOP, HP PAVI

F01471 MACBOOK, APPLE

F01473 DESKTOP SYSTEM

F01474 POWER BUTTON BOARD, SONY

F01475 LOGIC BOARD APPLE

F01476 LAPTOP, MF470LL/Z

F01477 MACBOOK PRO APPLE

F01478 LAPTOP HP HDX X16

F01483 LAPTOP, AUSU G72GX-RBBX05 17.3"

F01484 LAPTOP, APPLE MACBOOK PRO

F01489 NOTEBOOK, HPHDX-X16-1375

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 24 of 69

F01490 NOTEBOOK, HPHDX-X16-1375

F01526 LAPTOP, HP TOUCHSMART

F01527 LAPTOP, HP ELITEBOOK

F01528 LAPTOP, APPLE

F01532 LOGICBOARD, APPLE MB PRO

F01533 DESKTOP, HP IQ524

F01534 LAPTOP, SONY VAIO VPC-F115FM/B

F01541 DESK TOP ALL IN ONE VAIO

F01542 DESKTOP SONY VAIO L SERIES

F01543 LAPTOP REFURBISHED AUSU INTEL CORE

F01544 SO DIMM CONVERTER

Asset GL Acct #: 15300-AUTO F01140 BMW AUTO

Asset GL Acct #: 15500-Furniture & Equipment

F00574 DESKTOP, HP PAVILION 864N

F00596 CHAIR, MULTI TASK, GREY

F00597 CHAIR, MULTI TASK, GREY

F00598 CHAIR, MULTI TASK, GREY

F00599 CHAIR, MULTI TASK, GREY

F00600 CHAIR, MULTI TASK, GREY

F00611 CHAIR, MULTI TASK, GREY

F00612 CHAIR, MULTI TASK, GREY

F00613 CHAIR, MULTI TASK, GREY

F00614 CHAIR, MULTI TASK, GREY

F00615 CHAIR, MULTI TASK, GREY

F00616 CHAIR, MULTI TASK, GREY

Entered 12/12/11 19:35:02 Desc Exhibit osure Schedules Part 1 Page 25 of 69

Case	e 11-49744 Doc 23-9 Filed 12/12/11 E B - Asset Purchase Agreement - Disclosui CHAIR, MULTI TASK, GREY
F00618	CHAIR, MULTI TASK, GREY
F00619	CHAIR, MULTI TASK, GREY
F00620	CHAIR, MULTI TASK, GREY
F00621	DIGITAL CAMERA, OLYMPUS D-575
F00639	STOOL, GRAY MULTI TASK LLR80009
F00640	STOOL, GRAY MULTI TASK LLR80009
F00668	STOOL, GRAY MULTI TASK LLR80009
F00669	STOOL, GRAY MULTI TASK LLR80009
F00670	STOOL, GRAY MULTI TASK LLR80009
F00751	POLOR COOLER AND TANK
F00822	COOLER AND TANK PC36
F00823	COOLER AND TANK PC36
F00824	COOLER AND TANK PC36
F00825	SERVICE PHONE SYSTEM
F00829	SIGNAGE FOR WAREHOUSE
F00840	RAPISCAN METOR 200hs
F00841	ROLLERS CONVEYORS
F00848	LOGO DESIGN FOR RIPTIDE TECHNOLOGY
F00979	PROJECTOR TOSHIBA
F01201	POLOR COOLER
F01254	LAPTOP IBM THINKPAD
F01280	FORKLIFT
F01363	HP PROLIAND DL580 & ACCESS
F01376	BARCODE SCANNER

F01426 LAPTOP IBM THINKPAD

F01427 LAPTOP IBM THINKPAD

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 26 of 69

F01450 RACKING WAREHOUSE

F01458 SCANNER BARCODE

F01472 AVAYA TELEPHONE SYSTEM (GREAT AMERICA LEAS

F01479 FLOOR CLEANER

F01480 TABLE MATS FOR PRODUCTION

F01481 FURNITURE, USED

F01487 WAREHOUSE RACKING

F01498 BARCODEJET LEVEL IV

Asset GL Acct #: 15600-Computer Hard & Soft F00496 MONITOR VIEWSONIC 19 in

F00523 COMPAC STORAGE ENCLOSURE

F00534 SYSTEM, COMPAQ DESKTOP D220 TOWER

F00536 SYSTEM, COMPAQ DESKTOP D220 TOWER

F00537 SYSTEM, COMPAQ DESKTOP D220 TOWER

F00538 SYSTEM, COMPAQ DESKTOP D220 TOWER

F00539 SYSTEM, COMPAQ DESKTOP D220 TOWER

F00540 SYSTEM, COMPAQ DESKTOP D220 TOWER

F00541 SYSTEM, COMPAQ DESKTOP D220 TOWER

F00542 SYSTEM, COMPAQ DESKTOP D220 TOWER

F00543 SYSTEM, COMPAQ DESKTOP D220 TOWER

F00544 SYSTEM, COMPAQ DESKTOP D220 TOWER

F00546 SYSTEM, COMPAQ DESKTOP D220 TOWER

F00548 SYSTEM, COMPAQ DESKTOP D220 TOWER

F00549 SYSTEM, COMPAQ DESKTOP D220 TOWER

F00550 SYSTEM, COMPAQ DESKTOP D220 TOWER

F00551 SYSTEM, COMPAQ DESKTOP D220 TOWER

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 27 of 69

F00552	SYSTEM, COMPAQ DESKTOP D220 TOWER
F00553	SYSTEM, COMPAQ DESKTOP D220 TOWER
F00557	LAPTOP, HP PAVILLION ZE5600
F00558	LAPTOP, COMPAQ PRESARIO 915CA
F00575	TAPE DRIVE, COMPAQ 100/200 GB
F00576	LAPTOP, HP PAVILION ZE45465R
F00581	SYSTEM, COMPAC DX2000 MICROTOWER
F00582	SYSTEM, COMPAC DX2000 MICROTOWER
F00583	SYSTEM, COMPAC DX2000 MICROTOWER
F00584	SYSTEM, COMPAC DX2000 MICROTOWER
F00585	SYSTEM, COMPAC DX2000 MICROTOWER
F00586	SYSTEM, COMPAC DX2000 MICROTOWER
F00587	SYSTEM, COMPAC DX2000 MICROTOWER
F00588	SYSTEM, COMPAC DX2000 MICROTOWER
F00589	SYSTEM, COMPAC DX2000 MICROTOWER
F00590	SYSTEM, COMPAC DX2000 MICROTOWER
F00592	SYSTEM, COMPAC DX2000 MICROTOWER
F00595	SYSTEM, COMPAC DX2000 MICROTOWER
F00604	MONITOR, HP PAVILION F1703 17IN
F00605	MONITOR, HP PAVILION F1703 17IN
F00609	MONITOR, VIEWSONIC FLAT SCREEN
F00610	MONITOR, VIEWSONIC 19IN
F00633	COMPAQ PROLIANT DL580 G2 XEON 2.2GHZ SYS
F00634	COMPAQ INTEL XEON MP 2.2GHZ 2MB CPU
F00635	COMPAQ 8GB 4X2GB) PC1600 DDR ECC MEMORY
f00672	DESKTOP SYSTEM, HP PAVILION A446X

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 28 of 69

	Accet Burchasa Agraamant - Disal
F00673	Asset Purchase Agreement - Disclo DESKTOP SYSTEM, HP PAVILION A446X
F00674	DESKTOP SYSTEM, HP PAVILION A446X
F00675	DESKTOP SYSTEM, HP PAVILION A446X
F00676	DESKTOP SYSTEM, HP PAVILION A446X
F00679	OPENRO ERP SERVICES A
F00680	MONITOR, NEC P12540+ 21IN SVGA
F00681	SYSTEM, IBM NETVISTA A30 CELERON
F00682	SYSTEM, IBM NETVISTA A30 CELERON
F00683	SYSTEM, IBM NETVISTA A30 CELERON
F00684	SYSTEM, IBM NETVISTA A30 CELERON
F00685	SYSTEM, IBM NETVISTA A30 CELERON
F00686	SYSTEM, IBM NETVISTA A30 CELERON
F00687	SYSTEM, IBM NETVISTA A30 CELERON
F00688	SYSTEM, IBM NETVISTA A30 CELERON
F00689	SYSTEM, IBM NETVISTA A30 CELERON
F00690	SYSTEM, IBM NETVISTA A30 CELERON
F00691	SYSTEM, IBM NETVISTA A30 CELERON
F00692	SYSTEM, IBM NETVISTA A30 CELERON
F00693	SYSTEM, IBM NETVISTA A30 CELERON
F00694	SYSTEM, IBM NETVISTA A30 CELERON
F00695	SYSTEM, IBM NETVISTA A30 CELERON
F00697	SYSTEM, IBM NETVISTA A30 CELERON
F00698	SYSTEM, IBM NETVISTA A30 CELERON
F00699	SYSTEM, IBM NETVISTA A30 CELERON
F00700	SYSTEM, IBM NETVISTA A30 CELERON
F00702	LAPTOP, COMPAQ PRESARIO R3430
F00707	LAPTOP SONY VAIO

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 29 of 69

F00708	PRINTER ZEBRA #284Z-10300-0001
F00710	LAPTOP LENOVA/IBM Z61M
F00711	PRINTER, BARCODE ZEBRA 2842-10300-001
F00712	PRINTER, BARCODE ZEBRA 2842-10300-001
F00713	PRINTER, BARCODE ZEBRA 2842-10300-001
F00715	PRINTER, BARCODE ZEBRA 2842-10300-001
F00716	PRINTER, BARCODE ZEBRA 2842-10300-001
F00727	LAPTOP, HP PAVILION ZV5476CL
F00728	LAPTOP, TOSHIBA SATELLIE M45X-S331
F00729	SERVER, 372708-001 HP PROLIAN DL320 RACK
F00733	PRINTER BARCODE ZEBRA 284Z-10300-001
F00734	PRINTER BARCODE ZEBRA 284Z-10300-001
F00735	LASER PRINTER, LEXMARK OPTRA W810
F00736	LAPTOP SYSTEM, TOSHIBA SATELLINT M45X-S331
F00739	LAPTOP, HP PAVILION ZE5360US
F00740	WINDOWS ACTIVE DIRECTORY A
F00746	WINDOWS ACTIVE DIRECTORY B
F00752	LAPTOP IBM THINK PAD
F00753	LAPTOP IBM THINK PAD
F00755	LAPTOP SYSTEM TOSHIBA SATELLITE M45X-S331
F00756	LAPTOP SYSTEM TOSHIBA SATELLITE M45X-S331
F00757	LAPTOP SYSTEM TOSHIBA SATELLITE M45X-S331
F00758	DESKTOP SYSTEM EVO D51S SFF
F00759	DESKTOP SYSTEM EVO D51S SFF
F00760	DESKTOP SYSTEM EVO D51S SFF
F00761	DESKTOP SYSTEM EVO D51S SFF

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 30 of 69

F00762 DESKTOP SYSTEM EVO D51S SFF

F00763 DESKTOP SYSTEM EVO D51S SFF

F00765 DESKTOP SYSTEM EVO D51S SFF

F00766 DESKTOP SYSTEM EVO D51S SFF

F00767 DESKTOP SYSTEM EVO D51S SFF

F00768 DESKTOP SYSTEM EVO D51S SFF

F00769 DESKTOP SYSTEM EVO D51S SFF

F00770 DESKTOP SYSTEM EVO D51S SFF

F00771 DESKTOP SYSTEM EVO D51S SFF

F00772 DESKTOP SYSTEM EVO D51S SFF

F00773 DESKTOP SYSTEM EVO D51S SFF

F00774 DESKTOP SYSTEM EVO D51S SFF

F00775 DESKTOP SYSTEM EVO D51S SFF

F00776 DESKTOP SYSTEM EVO D51S SFF

F00777 DESKTOP SYSTEM EVO D51S SFF

F00826 SYSTEM. EMACHINE NEXGEN T1840

F00827 SYSTEM. EMACHINE NEXGEN T882

F00828 SYSTEM. EMACHINE NEXGEN T2542

F00838 SYMANTEC ANTIVIRUS 1 YR

F00839 OPENPRO SOFTWARE

F00852 LAPTOP SYSTEM, HP 1.0 GHZ

F00853 LAPTOP SYSTEM, HP 1.0 GHZ

F00856 HP PROLIANT DL380 G4

F00857 HP PROLIANT DL380 G4

F00858 300GB U320

F00859 300GB U320

F00860 300GB U320

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 31 of 69

·	
F00861	300GB U320
F00862	300GB U320
F00863	300GB U320
F00864	300GB U320
F00865	300GB U320
F00866	300GB U320
F00867	300GB U320
F00868	300GB U320
F00869	300GB U320
F00870	300GB U320
F00871	300GB U320
F00872	PC2-3200 4GB
F00873	BATTERY, APC RACK MOUNT UPS
F00874	BATTERY, APC RACK MOUNT UPS
F00875	2 RANK PC3200 4GB
F00876	2 RANK PC3200 4GB
F00880	WIN SVR 2003 MR2 OPN LIC
F00881	WIN SVR 2003 MR2 OPN LIC
F00888	SOFTWARE, BNA
F00889	IBM INF DYD SERVER ENT
F00891	LAPTOP DELL INSPIRON 1300
F00892	OPEN PRO
F00896	CONTROLLER, SMART ARRAY
F00903	DESKTOP COMPAQ D53
F00904	DESKTOP COMPAQ D53
	DEC//TAB 0011540 B#0

DESKTOP COMPAQ D53

F00905

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 32 of 69

F00906 DESKTOP COMPAQ D53

F00911 THINKPAD, IBM

F00924 LAPTOP, SONY VAIO VGN-S560P/B LY

F00960 THINKPAD, IBM

F00961 SERVER, HP PROLIANT DL320S

F00962 SERVER, PROLIANT DL380 G5

F00963 SOFTWARE PC CHECK 25 SEATS

F00964 SOFTWARE SPINRITE 6.0

F00965 SOFTWARE BURN IN TEST 5.3

F00966 SCANNER KIT 3800G14-USBKIT

F00967 SCANNER KIT 3800G14-USBKIT

F00968 SCANNER KIT 3800G14-USBKIT

F00969 SCANNER KIT 3800G14-USBKIT

F00970 SCANNER KIT 3800G14-USBKIT

F00971 SCANNER KIT 3800G14-USBKIT

F00972 SCANNER KIT 3800G14-USBKIT

F00973 SCANNER KIT 3800G14-USBKIT

F00974 SCANNER KIT 3800G14-USBKIT

F00975 SCANNER KIT 3800G14-USBKIT

F00978 OPENPRO SOFTWARE

F00983 HP STORAGEWORKS MSA30 302969-B21

F00984 HP CARE PACK 3 YR 4HR 24X7 U4545E

F00985 HP 7506B 7200RPN SATA HT PG

F00986 HP 7506B 7200RPN SATA HT PG

F00987 LAPTOP THINKPAD T60 1952-A86

F00990 LAPTOP IBM THINKPAD T42 W/XP PRO

F00991 LAPTOP IBM THINKPAD T42 W/XP PRO

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 33 of 69

F00992	LAPTOP IBM THINKPAD T42 W/XP PRO
F00993	FIREWALL, SPAM BARRACUDA BSF300A
F00998	CAMERA DIGITAL CANON SD1000
F00999	CAMERA DIGITAL CANON SD1000
F01001	LAPTOP IBM THINKPAD
F01004	MONITOR, ACER
F01005	LAPTOP IBM THINKPAD 2373-C88
F01007	LAPTOP IBM THINKPAD 2373-C88
F01008	LAPTOP IBM THINKPAD 2373-C88
F01009	LAPTOP IBM THINKPAD 2373-C88
F01010	LAPTOP IBM THINKPAD 2373-C88
F01013	PRINTER, ZEBRA TLP2844-Z
F01014	LAPTOP IBM THINKPAD 2373-C88
F01015	LAPTOP IBM THINKPAD 2373-C88
F01016	COMPUTER EVO 239160-997
F01028	DESKTOP EVO D530
F01029	DESKTOP EVO D530
F01030	DESKTOP EVO D530
F01031	DESKTOP EVO D530
F01032	DESKTOP EVO D530
F01033	DESKTOP EVO D530
F01034	DESKTOP EVO D530
F01035	DESKTOP EVO D530
F01036	DESKTOP EVO D530
F01037	DESKTOP EVO D530
F01039	MONITOR ACER AL1716F

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 34 of 69

F01040 MONITOR ACER AL1716F

F01042-F01049 DESKTOP EVO D510

F01050 PRINTER, ZEBRA 284Z

F01051 MONITOR, HP

F01052 PRINTER, ZEBRA 284Z

F01053 TOWER, HEWLETT PACKARD D530

F01054 MONITOR LENOVO L171

F01055 MONITOR LENOVO L171

F01056 MONITOR LENOVO L171

F01057 MONITOR LENOVO L171

F01060 PRINTER TLP-2844Z ZEBRA

F01071 TOWER HEWLETT PACKARD EVO D51S

F01072 TOWER, HEWLETT PACKARD EVO D510

F01073 LAPTOP THINKPAD J156-4619

F01074 LAPTOP THINKPAD J156-4619

F01078 MONITOR, ACER AL1716F

F01080 MONITOR ACER AL1716F

F01081 MONITOR VIEWSONIC

F01084 MONITOR ACER AL1716F

F01085 MONITOR VIEWSONIC

F01088 LAPTOP THINKPAD 2007-68U

F01089 LAPTOP IBM T43

F01092 SERVER SOFTWARE AND PART

F01093 LAPTOP IBM THINKPAD

F01094 LAPTOP IBM THINKPAD

F01204 RIPTIDE WEBSITE DESIGN

F01206 SOFTWARE WIN SERVER 2008 EDITION

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 35 of 69

	U
F01207	LAPTOP HP 6820
F01257	LAPTOP, LENOVO T520
F01262	SOFTWARE ZEBRA
F01263	SOFTWARE MICROSOFT WIN XP
F01264	SOFTWARE MICROSOFT WIN XP
F01271	LICENSE, BATCHSYSNC
F01275	LAPTOP SONY VAIO VGN - SZ645P
F01295	LAPTOP VGC-LS30E
F01296	LAPTOP LENOVO 3000
F01299	LAPTOP IMB THINKPAD 1875-M1U
F01300	LAPTOP IMB THINKPAD 1875-M1U
F01302	LAPTOP, DELL LATITUDE
F01303	LAPTOP, DELL LATITUDE
F01304	LAPTOP DELL LATITUDE
F01307	PRINTER ZEBRA TLP 2844-Z
F01309	PRINTER ZEBRA TLP 2844-Z
F01311	LAPTOP, LENOVO 3000
F01312	LAPTOP THINKPAD T60
F01313	LAPTOP IBM THINKPAD
F01314	LAPTOP LENOVOA 300
F01315	TOWER, APC SMARTUPS 1500
F01316	LAPTOP, LENOVO 3000
F01318	LAPTOP TOSHIBA SATELLITE L505-S5969
F01319	LAPTOP, LENOVO 3000
F01320	LAPTOP SONY VAIO VGN TZ191N/X
F01328	SERVIER, IMAGE

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 36 of 69

	· ·
F01329	SERVER EMAIL
F01343	DESKTOP SONY VAIO VGC
F01365	HP PAVILION
F01383	RACK MOUNTABLE SECURITY
F01404	SOFTWARE, DEEPSPAR ACE DATA RECOVERY ENG
F01421	IBM LENOVO
F01422	IBM LENOVO
F01423	IBM LENOVO
F01424	LAPTOP, IBM THINKPAD
F01425	LAPTOP, IBM THINKPAD
F01428	LAPTOP, IBM THINKPAD
F01429	LAPTOP IBM
F01430	LAPTOP, DELL LATITUDE
F01431	SCANNER BARCODE
F01432	SCANNER BARCODE
F01433	PRINTER LEXMARK OPTRA
F01434	PRINTER LEXMARK OPTRA
F01463	CX4 SERVER
F01464	SERVER HP
F01465	SOFTWARE VMM VS4
F01466	SOFTWARE VMM VS4
F01482	MEMORY, CT916709 16GB KIT
F01501	PRINTER ZEBRA TLP 2844-Z
F01502	PRINTER ZEBRA TLP 2844-Z
E04500	DOINTED ZEDDA TI D 00/// Z

PRINTER ZEBRA TLP 2844-Z

PRINTER ZEBRA TLP 2844-Z

F01503

F01511

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 37 of 69

F01512	PRINTER ZEBRA TLP 2844-Z
F01513	PRINTER ZEBRA TLP 2844-Z
F01514	PRINTER ZEBRA TLP 2844-Z
F01515	PRINTER ZEBRA TLP 2844-Z
F01516	PRINTER ZEBRA TLP 2844-Z
F01517	PRINTER ZEBRA TLP 2844-Z
F01518	PRINTER ZEBRA TLP 2844-Z
F01519	PRINTER ZEBRA TLP 2844-Z
F01520	PRINTER, DATAMAX I-4212
F01521	PRINTER, DATAMAX I-4212
F01525	PRINTER ZEBRA TLP 2844-Z

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 38 of 69 Hartford Computer Group Schedule 2 PPE Asset Registers
For the year ending Oct 31, 2011

Asset ID

Asset GL Acct #: 15000-Leasehold

Location: CHICAGO

F01522 PHONE SYSTEM RELOCATION

Asset GL Acct #: 15500-Furniture & Equipment

Location: CHICAGO

F01460 LASERJET PRINTER

F01529 INSTALLATION OF RACKING

HCG00010-00050 CHICAGO FURNITUR

Asset GL Acct #: 15600-Computer Hard & Soft

F01059 TOWER HP COMPAC EVO D510

Schedule 2.1(c)(i)

Canadian Assets; Transferred Intellectual Property

- 1. EDI links for the following customers/vendors:
 - a. FutureShop
 - b. Best Buy/UPS
 - c. Assurant
 - d. BestBuy PartSearch
 - e. Unisys
 - f. Quanta (Depot)
 - g. Quanta (Parts)
- 2. The following domain names:
 - a. www.nexicore.com/staplescaparts
 - b. consignment.nexicore.com
 - c. geeksquad.nexicore.com
 - d. bestbuy.nexicore.com

Schedule 2.1(c)(ii)

US Assets; Transferred Intellectual Property

- 1. The following domain names:
 - a. www.nexicore.com
 - b. www.nexicore.com/bid
 - c. www.nexicore.com/gaming
 - d. www.nexicore.com/xbox
 - e. www.nexicore.com/onsite
 - f. www.nexicore.com/depot
 - g. www.nexicore.com/tdparts
 - h. b2b.nexicore.com
 - i. tech.nexicore.com
 - j. training.nexicore.com
 - k. toshiba.nexicore.com
 - I. partsearch.nexicore.com
 - m. ihg.depotexpress.com
 - n. staples.nexicore.com
 - o. wcc.nexicore.com
 - p. waca.nexicore.com
 - q. newcorp.nexicore.com
 - r. sony.nexicore.com
 - s. servicenet.nexicore.com
 - t. www.sonyrepairservices.com
 - u. www.toshibarepairservices.com
 - v. www.nexicore.net

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 41 of 69

- w. sp.nexicore.com
- 2. EDI links for the following customers:
 - a. Staples
 - b. Sony SIS
 - c. Assurant
 - d. National Parts (Parts)
 - e. National Parts (Gaming)
 - f. Sony
 - g. Sony Backstage
 - h. Assurant
 - i. Assurant Onecall
 - j. Bestbuy PartSearch
 - k. WACA (FTP transfer method)
 - 1. WACA (web service transfer method)
 - m. ServiceNet (Depot)
 - n. ServiceNet (Onsite)
 - o. SupportSoft (Depot)
 - p. SupportSoft (Onsite)
 - q. PayPal
 - r. Best Buy
 - s. Unisys
 - t. Sony OOW
 - u. Toshiba OOW
 - v. Sears
 - w. IngramMicro

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 42 of 69

- x. TechData
- y. Office Depot (Onsite EDI VAN transfer method)
- z. ServiceBench
- aa. Toshiba
- bb. HiSense
- cc. Office Depot (Onsite webservice)
- dd. Office Depot (Depot webservice)

Schedule 2.1(d)(i)

Canadian Assets; Assumed Contracts

- 1. Master Professional Services Agreement, executed January 11, 2011, by and between Nexicore Services and CDW Canada, Inc.
- 2. Authorized Service Centre Agreement, effective September 2, 2010, by and between LG Electronics Canada, Inc. and Nexicore Services
- 3. Service Agreement, dated May 1, 2009, by and between N.E.W. Customer Service Companies of Canada, Corp. and Nexicore
- 4. Letter of Intent to Outline Business Terms During the Initial/Transitional Phase, dated February 24, 2009, by and between Quanta Nashville and Nexicore
- 5. Apple Authorized Service Provider Agreement, effective April 20, 2011, by and between Apple Canada Inc. and Nexicore Services Inc.
- 6. Lease Contract, dated April 23, 2007, Nexicore Services, a division of Hartford Computer Group, Inc., Canon Canada Inc. and CBSC Capital Inc.
- 7. Purolator Courier Services Pricing Agreement, effective as of May 12, 2009, by and between Purolator Courier Ltd. and Nexicore Services
- 8. Confidentiality Agreement, dated April 9, 2009, by and between Best Buy Canada Ltd. and Nexicore
- 9. Confidentiality Agreement, dated March 29, 2011, by and between Synnex Canada Limited and Nexicore Services
- 10. Quanta Computer Inc. Non-Disclosure Agreement, dated June 19, 2008, by and between Quanta Computer Inc. and Nexicore
- 11. Procurement Agreement for the Exchange of Confidential Information, effective as of November 2011, by and between Hartford Computer Group, Inc. d/b/a Nexicore Services and IBM Canada Limited
- 12. Non Development Solutions Engagement Agreement, effective as of November 2011, by and between Hartford Computer Group, Inc. d/b/a Nexicore Services and IBM Canada Limited
- 13. Jigsaw Enhanced Model (Project JEM) Master Statement of Work, effective November 2011, by and between Hartford Computer Group, Inc. d/b/a Nexicore Services and IBM Canada Limited
- 14. Web Order Invoice Agreement, effective November 2011, by and between Hartford Computer Group, Inc. d/b/a Nexicore Services and IBM Canada Limited

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 44 of 69

- 15. Services Agreement, dated February 1, 2010, by and between Nexicore Services, Inc. and Best Buy Canada Ltd.
- 16. Lease Contract, dated December 15, 2008, by and between Hartford Computer Group, Inc. o/a Nexicore Services and Easy Lease
- 17. Master Service Agreement, dated November 16, 2011, by and between TeraGo Networks, Inc. and Nexicore Canada
- 18. Statement of Work for IP-PRI and SIP Access Installation, dated November 17, 2011, by and between TeraGo Networks, Inc. and Nexicore Canada
- 19. Service Agreement, executed November 23, 2011, by and between Bell Canada and Hartford Computer Group

Schedule 2.1(d)(ii)

US Assets; Assumed Contracts

- 1. EasyTech Services Agreement, dated October 7, 2009, by and between Hartford Computer Group, Inc. and Federal Warranty Service Corporation
- 2. Supplier's Undertakings, undated, by and between Foxconn and Hartford Computer Group, Inc.
- 3. Authorized Service Provider Agreement, dated June 18, 2010, by and between Fujitsu America, Inc. and Nexicore Services Corporation
- 4. Hewlett-Packard Parts Purchase Agreement, effective February 1, 2009, by and between Hewlett-Packard Company and Nexicore Services
- 5. Hewlett-Packard Parts Purchase Agreement, effective February 1, 2010, by and between Hewlett-Packard Company and Nexicore Services, as amended by that certain Amendment to Parts Purchase Agreement dated February 1, 2010
- 6. Hewlett-Packard Americas Replacement Parts Partner Agreement, dated November 1, 2010, by and between Hewlett-Packard Company and Nexicore Services
- 7. Program Agreement, executed August 9, 2010, by and between Ingram Micro Inc. and Nexicore Services
- 8. Printer Authorized Parts Distributor Agreement 2009, executed December 23, 2009, by and between Lexmark International, Inc. and Nexicore Services
- 9. Pro:Idiom "Have Made" Agreement, dated January 11, 2011, by and between LG Electronics and Nexicore Services
- 10. Service Center Agreement, executed March 23, 2011, by and between LG Electronics Alabama, Inc. and Hartford Computer Group, Inc. d/b/a Nexicore Services
- 11. Master Services agreement, undated, by and between Logical Maintenance Solutions, Inc. and Hartford Computer Group, Inc. through its Nexicore Services business group
- 12. Statement of Work Addendum, dated February 1, 2009, by and between Micro Center Inc. and Nexicore Inc.
- 13. Nexicore Agreement, dated October 20, 2006, by and between National Electronics Warranty Corporation and Nexicore Services, LLC
- 14. Service Agreement, dated March 16, 2009, by and between National Electronics Warranty, LLC and Nexicore

- 15. Master Services Agreement, effective April 1, 2008, by and between Office Depot, Inc. and Hartford Computer Group, Incorporated through its Nexicore Services business group
- 16. National Installation Partner Agreement, effective September 1, 2010, by and between Promethean Inc. and Nexicore Services
- 17. Preferred Parts Vendor Agreement, effective January 18, 2008, by and between RadioShack Services, a division of RadioShack Corporation, and Nexicore Services
- 18. Sales Agreement for Resellers, dated June 25, 2009, by and between Hartford Computer Group, Inc. and Cambridge Computer Services Inc
- 19. Service Agreement, effective June 28, 2010, by and between Hannspree North America, Inc. and Nexicore Services, LLC
- 20. Servicer Agreement, effective July 30, 2009, by and between Hisense USA Corporation and Nexicore Services, LLC
- 21. Statement of Work Parts Inventory Management, effective November 15, 2009, by and between Nexicore Services, LLC and Hisense USA Corporation
- 22. First Amendment to Master Service Agreement, effective July 5, 2009, by and between Hartford Computer Group, Incorporated (through Nexicore Services) and Office Depot, Inc.
- 23. Statement of Work #3 to Master Service Agreement, effective January 31, 2010, by and between Office Depot, Inc. and Hartford Computer Group, Incorporated d/b/a Nexicore Services
- Statement of Work #4 to Master Service Agreement, effective January 31, 2010, by and between Office Depot, Inc. and Hartford Computer Group, Incorporated d/b/a Nexicore Services
- 25. Statement of Work #2 to Master Service Agreement, effective July 5, 2009, by and between Office Depot, Inc. and Hartford Computer Group, Incorporated d/b/a Nexicore Services
- 26. Siemens IT Solutions and Services, Inc. Purchase Order Terms and Agreement (October 2008), executed August 20, 2009, by and between Siemens IT Solutions and Hartford Computer Group, Inc.
- 27. Siemens IT Solutions and Services, Inc. Purchase Order Terms and Agreement (January 2010), executed December 30, 2009, by and between Siemens IT Solutions and Nexicore Services

- 28. Nexicore Agreement, effective December 11, 2006, by and between Square Trade, Inc. and Nexicore Services as amended by that certain Addendum #1 dated September 1, 2011
- 29. Master Services Agreement, executed January 10, 2008, by and between SupportSoft, Inc. and Hartford Computer Group, Inc. (through Nexicore Services)
- 30. Master Services Agreement, effective October 20, 2009, by and between Nexicore Services and Synnex Corporation
- 31. Nexicore Agreement, effective August 17, 2007, by and between Tek Serv, Inc. and Nexicore Services
- 32. Amendment Number One to Florida Roll-Out Statement of Work, effective August 7, 2009, by and between Support.com, Inc. and Nexicore Services
- 33. Statement of Work Number Three Sony Depot Services, effective April 19, 2010, by and between Support.com, Inc. and Nexicore Services
- 34. Statement of Work OD Breakfix Support, executed February 16, 2010, by and between Support.com, Inc. and Nexicore Services
- 35. Statement of Work Number Four, effective August 24, 2010, by and between Support.com, Inc. and Nexicore Services
- 36. Apple Authorized Service Provider Agreement, dated April 7, 2010, by and between Hartford Computer Group, Inc. o/a Nexicore Services and Apple Inc.
- 37. Amendment and Attachment 3, effective March 14, 2008, by and between National Electronics Warranty Corporate and Nexicore Services LLC
- 38. Master Products and Services Agreement, effective February 1, 2005, by and between Hartford Computer Group, Inc. and Sears, Roebuck and Co. as amended by that certain Amendment to the Master Products & Services Agreement, effective March 15, 2010, by and between Hartford Computer Group, Inc. and Sears Holdings Management Corporation
- 39. Sears, Roebuck and Co. Purchase Agreement, dated August 16, 2004, by and between Sears, Roebuck and Co. and Hartford Computer Group, Inc.
- 40. Parts Procurement Master Agreement, effective March 1, 2009, by and between Nexicore and Best Buy Purchasing LLC, as amended by (a) that certain First Amendment to Parts Procurement Master Agreement, dated March 1, 2010, by and between Nexicore Services, LLC and Best Buyer Purchasing LLC and (b) Second Amendment to Parts Procurement Master Agreement, dated October 18, 2010, by and between Nexicore Services, LLC and Best Buyer Purchasing LLC

- 41. Advance Exchange Supplier and Procurement Agreement, dated November 1, 2009, by and between Nexicore Services, LLC and Best Buy Purchasing LLC
- 42. Master Services Agreement, dated November 28, 2010, by and between Best Buy Purchasing LLC and Nexicore Services LLC
- 43. Master Professional Service Agreement, dated May 24, 2010, by and between CDW Logistics, Inc. and Nexicore Services
- 44. Letter of Intent, dated August 6, 2010, by and between LG Electronics Alabama, Inc. and Nexicore
- 45. Statement of Work Onsite Desktop Repair Services, executed October 17, 2008, by and between Nexicore Services and Toshiba America Information Systems, Inc.
- 46. Toshiba VIP Depot Repair Services (Letter of Intent), dated April 27, 2009, by and between Nexicore Services and Toshiba
- 47. Toshiba Canada Services Letter of Intent, dated June 5, 2009, by and between Nexicore Services and Toshiba
- 48. WSCA/NASPO Master Price Agreement Letter, executed on January 15, 2010, by and between Toshiba America Information Systems, Inc. and Nexicore Services
- 49. Authorized Service Provider Agreement, dated February 22, 2010, by and between Nexicore Services and Toshiba America Information Systems, Inc.
- 50. Statement of Assurance, executed October 4, 2010, by Nexicore Services to Toshiba America Information Systems, Inc.
- 51. Toshiba & Nexicore Services Letter of Intent, dated April 15, 2011, by and between Toshiba America Information Systems, Inc. and Nexicore Services
- 52. Nexicore Services Service Agreement Laptop Repair Service, dated March 17, 2008, by and between Nexicore Services and Warrantech Consumer Product Services, Inc.
- 53. Samsung Service Center Agreement, dated March 16, 2008, by and between Service Division of Samsung Electronics America, Inc. and Hartford Computer Group, Inc. d/b/a Nexicore
- 54. Cross Dock Agreement, dated January 20, 2010, by and between ESL Technologies, Inc. d/b/a Teleplan International and Nexicore, Inc.
- 55. Authorized Value Added Reseller Agreement for Computer Products, dated February 17, 1997, by and between Hartford Computer Group, Inc. and Unisys Corporation, Channel Marketing Organization, as amended by that certain Rider, dated February 17, 1997

- 56. Authorized Partner Agreement, undated, by and between Hartford Computer Group, Inc. and Unisys Corporation, through its Federal Systems Division
- 57. Addendum to Master Agreement #20510, dated December 30, 2005, by and between Unisys Corporation and Nexicore Services
- 58. Service Agreement, dated December 6, 2007, by and between Hartford Computer Group, Inc. d/b/a Hartford Computer Group and Sony Service Company of Sony Electronics, Inc.
- 59. Amendment to 2007 Reseller Agreement, dated April 1, 2008, by and between Sony Electronics, Inc and Hartford Computer Group, Inc. and its division Nexicore Services
- 60. Service Agreement, dated February 22, 2010, by and between Sony Service Company or Sony Electronics, Inc. and Hartford Computer Group, Inc. ON/IW d/b/a Nexicore
- 61. Servicer Agreement, undated, by and between Sony Service Company of Sony Electronics, Inc. and Hartford Computer Group, Inc. by its Nexicore Services
- Master Depot Service Agreement Sony VAIO, dated June 1, 2007, by and between Nexicore Services and Service Net Solutions, LLC, as amended by that certain (a) Modification dated May 31, 2007, (b) First Modification dated June 1, 2007, (c) Modification Number Two (2) Confidentiality Agreement Regarding the Receipt of Personal Information effective May 19, 2008, (d) Third (3) Modification executed June 9, 2008, (e) Fourth (4) Modification dated December 31, 2008, and (f) Fifth (5) Modification dated July 31, 2009
- 63. Hardware Service Provider Agreement, dated July 20, 2011, by and between Nexicore Services and Promethean Inc.
- 64. Parts Procurement Network Vendor Statement of Work, dated July 27, 2009, by and between Nexicore and Best Buy Purchasing LLC
- 65. Statement of Work, dated March 21, 2011, by and between Nexicore Services and CDW Logistics LLC
- 66. Letter of Intent, dated July 18, 2011, by and between Toshiba American Information Systems, Inc. and Nexicore Services
- 67. Statement of Work, dated August 8, 2011, by and between Nexicore Services and CDW Logistics LLC
- 68. Six Continents Hotels, Inc. Nexicore Services LLC Equipment Services Agreement, dated as of September 21, 2009, by and between Nexicore Services LLC and Six Continents Hotels, Inc., as amended by (a) that certain Addendum, effective April 1, 2011 and (b) that certain Amendment No. 1 to Addendum, dated April 15, 2011

- 69. Statement of Work, dated August 8, 2011, by and between CDW Logistics, Inc. and Nexicore Services
- 70. Statement of Work, dated February 10, 2011, by and between CDW Logistics, Inc. and Nexicore Services
- 71. Statement of Work No. 1; Depot Repair Services, dated February 25, 2009, by and between Nexicore Service and Staples, as amended by that certain Addendum #1 dated September 14, 2011
- 72. Copier Lease, undated, by and between Minolta Business Solutions and Hartford Computer
- 73. Copier Lease, executed April 15, 2008, by and between S.M.A.R.T. Solutions, Konica Minolta Business Solutions USA Inc., Citicorp Vendor Finance, Inc. and Hartford Computer Group, Inc.
- 74. Image Management Agreement, dated September 22, 2005, by and between IKON Financial Services and Hartford Computer Group, Inc.
- 75. Sales Order / Service Order, dated September 1, 2010, by and between Hartford Computer Group, Inc. d/b/a Nexicore Services and IKON Office Solutions, Inc.
- 76. Lease Agreement, dated September 1, 2010, by and between Hartford Computer Group, Inc. and Ikon Financial Services
- 77. Equipment Removal Authorization, dated September 20, 2010, by and between Hartford Computer Group, Inc. and Ikon Financial Services
- 78. Leaf Lease Agreement, executed November 8, 2010, by and between Nexicore Services, LLC and LEAF Funding, Inc.
- 79. Pitney Bowes Contract # 609144 T (Agreement #873516), executed January 8, 2009, by and between Nexicore Services and Pitney Bowes
- 80. Pitney Bowes Lease; Pitney Bowes Global Financial Services LLC Lease Terms and Conditions, dated September 10, 2009, by and between Nexicore Services LLC and Pitney Bowers
- 81. Pitney Bowes Lease Terms and Conditions, executed November 21, 2008, by and between Nexicore Services and Pitney Bowes
- 82. Sonitrol Client Agreement Number L 55171, executed January 28, 2008, by and between Nexicore Services and Sonitrol Corporation d/b/a Sonitrol of Tampa
- 83. Installation and Service Agreement, dated December 1, 2009, by and between Stanley Convergent Security Solutions, Inc. and Nexicore Services

- 84. Use of Sony FedEx Account Number, dated October 16, 2008, by and between Sony Electronics Inc. and the Nexicore Services division of Hartford Computer Group, Inc.
- 85. FedEx Pricing Agreement, effective within five days of December 26, 2008, by and between Hartford Computer Group, Inc. and FedEx, as amended on December 9, 2008
- 86. Carrier Agreement, effective as of April 27, 2009, by and between Nexicore and United Parcel Service Inc.
- 87. Customer Commitment Agreement for Express Mail & Priority Mail Commercial Plus Pricing, dated March 31, 2011, by and between Nexicore Services and United States Postal Service
- 88. Vertex, Inc. Software License Agreement, effective as of July 26, 2010, by and between Vertex, Inc. and Hartford Computer Group, Inc. d/b/a Nexicore Services
- 89. Hartford Computer Group Proposal 37724, dated May 25, 2011, by and between Hartford Computer Group, Inc. and Xclutel Communications
- 90. Xclutel High Speed Data Service Service Level Agreement, undated, by and between Xclutel Network and Hartford Computer Group, Inc.
- 91. Network Service Agreement, effective as of May 26, 2011, by and between Xclutel, LLC and Hartford Computer Group, Inc.
- 92. Xclutel Voice Service Level Agreement, undated, by and between Xclutel, LLC and Hartford Computer Group, Inc.
- 93. Software License Terms and Conditions, executed October 7, 2010, by and between Vanguard Network Solutions, LLC and Nexicore Services
- 94. Mutual Non-Disclosure Agreement, dated May 22, 2009, by and between Nexicore Services and Acer America Corporation
- 95. Mutual Nondisclosure Agreement, dated December 30, 2008, by and between Alorica Inc. and Nexicore
- 96. Mutual Non-Disclosure Agreement, dated May 14, 2010, by and between American Express Travel Related Services Company, Inc. and Hartford Computer Group, Inc.
- 97. Mutual Nondisclosure Agreement, dated March 24, 2009, by and between AMT Warranty Corporation and Nexicore Services, Inc.
- 98. Mutual Nondisclosure Agreement, dated January 24, 2008, by and between AmTrust North America and Nexicore

- 99. Non-Disclosure Agreement, dated February 13, 2009, by and between Asurion Corporation and Nexicore
- 100. Non-Disclosure Reciprocal, dated May 28, 2008, Nexicore Services, a division of Hartford Computers, Inc. and AT&T Services, Inc.
- 101. Nexicore Services Mutual Nondisclosure Agreement, undated, by and between Nexicore Services and Audio Video Repair Center
- 102. Non Disclosure Agreement, dated May 19, 2011, by and between Avnet Electronics Marketing, a Group of Avnet, Inc. and Nexicore Services
- 103. Request for Proposal Confidentiality Agreement, executed January 8, 2010, by and between Best Buy Enterprise Services, Inc. and Nexicore Services
- 104. Confidentiality Agreement Request for Proposal, Information or Quote, dated April 13, 2011, by and between Best Buy Enterprise Services, Inc. and Nexicore Services
- 105. Mutual Nondisclosure Agreement, dated September 7, 2010, by and between Chartis Warranty Services, Inc. and Nexicore Services
- 106. Confidentiality Agreement, dated August 11, 2010, by and between Conn's, Inc. and Nexicore
- 107. Mutual Non-Disclosure Agreement, dated January 7, 2010, by and between DecisionOne Corporation and Nexicore Services
- 108. Standard Non-Disclosure Agreement, dated July 2, 2009, by and between Dell Inc. and Nexicore Services
- 109. Mutual Non-Disclosure Agreement, dated October 22, 2010, by and between Nexicore Services Inc. and Encompass Parts Distributions, Inc.
- 110. Nondisclosure Agreement, executed July 29, 2009, by and between Nexicore Inc. and Flextronics International USA, Inc.
- 111. Confidentiality and Nondisclosure Agreement, dated September 21, 2009, by and between Second Rotation, Inc. (AKA Gazelle) and Nexicore Services
- 112. Confidentiality Agreement, dated May 12, 2010, by and between General Electric Company, acting solely on behalf of and through its GE Consumer & Industrial business component, and Nexicore
- 113. Mutual Non-Disclosure Agreement, dated October 18, 2010, by and between Nexicore Services, Inc. and Hisense USA
- 114. Confidentiality Agreement, dated July 16, 2010, by and between Ingram Micro Inc. and Nexicore Services

- 115. Non-Disclosure Agreement, dated October 28, 2008, by and between Jabil Circuit, Inc. and Nexicore Services
- 116. Business Associate Agreement, executed April 8, 2011, by and between Loyola University Medical Center and Hartford Computer Inc. d/b/a Nexicore Services
- 117. Confidentiality and Nondisclosure Agreement, dated September 17, 2010, by and between Hartford Computer Group, Inc. and Luis-Tiberian Group Inc.
- 118. Mutual Non-Disclosure Agreement, effective February 1, 2011, by and between Nexicore Services, Inc. and Millennium Technology Group LLC
- 119. Confidentiality Agreement, effective as of April 1, 2008, by and between National Parts Depot, Inc. and Nexicore Services
- 120. Mutual Nondisclosure Agreement, effective August 13, 2009, by and between NCR Corporation and Nexicore Services
- 121. NEC General Confidentiality Agreement, effective April 15, 2011, by and between Hartford Computer Group, Inc. d/b/a Nexicore Services and NEC Corporation of America
- 122. Mutual Non-Disclosure Agreement, dated July 27, 2009, by and between ORCS Web, Inc. and Nexicore
- 123. Confidential Disclosure Agreement, executed July 1, 2009, by and between Parts Now! LLC and Nexicore, Inc.
- 124. Non-Disclosure and Confidentiality Agreement, executed July 27, 2009, by and between Peak 10, Inc. and Nexicore
- 125. Non-Disclosure and Confidentiality Agreement, effective September 7, 2010, by and between Peer 1 Network (USA), Inc. d/b/a Peer 1 Hosting and Nexicore Services
- 126. Non-Disclosure Agreement, effective July 24, 2009, by and between Pitney Bowes Inc. and Nexicore Services
- 127. Mutual Non-Disclosure Agreement, dated July 22, 2010, by and between Promethean Inc. and Nexicore Services
- 128. Mutual Non-Disclosure Agreement, executed November 5, 2010, by and between Nexicore and PS2
- 129. Confidentiality Agreement, dated April 27, 2009, by and between ServiceBench, Inc. and Nexicore Services
- 130. Confidentiality/Non-Disclosure Agreement, effective January 19, 2011, by and between Sharp Electronics Corporation and Nexicore Services

- 131. Mutual Non-Disclosure Agreement, dated August 4, 2008, by and between Nexicore Services and Supply Chain Alliance, Inc.
- 132. Non-Disclosure Agreement, effective October 28, 2009, by and between SupportSoft, Inc. and Nexicore Services
- 133. Technology Integration Group Mutual Non-Disclosure Agreement, effective April 27, 2011, by and between PC Specialists d/b/a Technology Integration Group and Nexicore Services
- 134. Statement of Work Onsite Desktop Repair Services, dated April 2, 2008, by and between Nexicore Services and Warranty Corporation of America
- 135. Nexicore Services Mutual Nondisclosure Agreement, undated, Nexicore Services and Teknowledgies LLC
- 136. Teleplan Reciprocal Non-Disclosure Agreement, undated, by and between Teleplan International and Hartford Computer Group, Inc. d/b/a Nexicore Services
- 137. Confidentiality Agreement, effective February 28, 2011, by and between Time Warner Cable Inc. and Hartford Computer Group, Inc. d/b/a Nexicore Services
- 138. Non Disclosure Agreement, dated November 6, 2009, by and between Tolt, LLC and Nexicore Services
- 139. Mutual Confidentiality and Non-Disclosure Agreement, effective March 2, 2011, by and between Troxell Communications, Inc. and Nexicore Services
- 140. Nondisclosure Agreement, executed June 9, 2008, by and between uBid.com Holdings, Inc. and Hartford Computer Inc. c/o Nexicore Services
- 141. Confidentiality Agreement, executed June 2, 2011, by and between Sunrise Bidders d/b/a Ubid Holdings, Inc. and Harford Computer Group, Inc. d/b/a Nexicore Services
- 142. Webroot Mutual Non-Disclosure Agreement, effective August 26, 2009, by and between Webroot Software, Inc. and Nexicore Services
- 143. RadioShack Corporation Mutual Non-Disclosure Agreement, dated July 15, 2008, by and between RadioShack Corporation and Nexicore Services
- 144. Confidentiality and Non-Disclosure Agreement, effective July 6, 2007, by and between Hartford Computer Group, Inc. d/b/a Nexicore Services and SupportSoft, Inc.
- 145. Non-Disclosure Agreement, dated August 7, 2007, by and between Toshiba America Information Systems, Inc. and Nexicore Services

- 146. Mutual Non-Disclosure Agreement, effective November 27, 2007, by and between Warranty Corporation of America and Nexicore Services, LLC
- 147. Nexicore Mutual Non-Disclosure Agreement, dated May 4, 2007, by and between Nexicore Services and Warrantech Consumer Product Services
- 148. Nondisclosure Agreement, executed August 1, 2011, by and between Nexicore Services and Flextronics
- 149. Mutual Non-Disclosure Agreement, dated August 1, 2011, by and between Nexicore Services Inc. and TKO Electronics
- 150. Non Disclosure Agreement, dated May 16, 2008, by and between Avnet Electronics Marketing, a Group of Avnet, Inc. and Nexicore Services
- 151. Confidentiality Agreement, dated March 21, 2011, by and between Hartford Computer Group, Inc. and Avnet, Inc.
- 152. Mutual Non-Disclosure Agreement, dated August 17, 2011, by and between STAPLES and Hartford Computer Group, Inc. O/A Nexicore Services
- 153. Independent Sales Representative Agreement, dated June 1, 2011, by and between Strategic Sales Group, LLC and Nexicore Services
- 154. Independent Contractor Agreement, dated August 23, 2011, by and between Heartland Label Printers, Inc. d/b/a Heartland Business Systems and Nexicore Services
- 155. Nexicore Services Recruiting Consultant Agreement, effective as of August 22, 2011, by and between Vince LoBosco and Nexicore Services
- 156. Letter Agreement re: Preparation of Tax Returns for Nexicore, dated August 23, 2011, by and between J.H Cohn LLP and Hartford Computer Group, Inc.
- 157. PC Parts Distributor Agreement, dated April 1, 2009, by and between Sony Service Company, a division of Sony Electronics, Inc. and Hartford Computer Group, Inc.
- 158. Statement of Work, dated September 12, 2011, by and between Barrister Global Services Network, Inc. and Nexicore Services
- 159. Livescribe Inc. Authorized Reseller Program, executed September 27, 2011, by and between Hartford Computer Group, Inc. and Livescribe Inc.
- 160. Mutual Nondisclosure Agreement, dated September 19, 2011, by and between SQUARETRADE, Inc. and Nexicore Services

- 161. Mutual Non-Use & Non-Disclosure, Non-Competition, and Non-Solicitation Agreement, dated September 22, 2011, by and between Nexicore Services and Barrister Global Services Network, Inc.
- 162. Mutual Non-Disclosure Agreement, dated September 21, 2011, by and between Samsung Electronics America, Inc. and Nexicore Services
- 163. Carrier Agreement, executed August 19, 2011, by and between United Parcel Service, Inc. and Nexicore Services, as amended by that certain Addendum executed September 22, 2011
- 164. UPS Advisory and Technical Support Services Agreement, executed August 25, 2011, by and between United Parcel Service General Services Co. and Nexicore
- 165. Statement of Agreed Pricing, undated, by and between Nexicore Services and UPS Freight
- 166. Letter Agreement re: Letter of Understanding for the Eastern Suffolk BOCES RFQ #12-19-1027, dated October 20, 2011, by and between Nexicore Services and CDW Logistics, Inc.
- 167. Statement of Work #5, dated October 1, 2011, by and between Office Depot, Inc. and Hartford Computer Group, Incorporated d/b/a Nexicore Services
- 168. Authorized Service Provider Agreement, effective October 12, 2011, by and between Toshiba America Information Systems, Inc. and Nexicore Services
- 169. Confidentiality Agreement by and between Best Buy Enterprise Services, Inc. and Harford Computer Group d/b/a Nexicore Services
- 170. Letter Agreement, dated March 21, 2011, by and between Bramasol, Inc. and Hartford Computer Group, Inc.
- 171. Enterprise Support Schedule, effective March 21, 2011, by and between Hartford Computer Group, Inc. and Bramasol, Inc.
- 172. Software License Agreement, effective March 21, 2011, by and between Bramasol, Inc. and Hartford Computer Group, Inc., as amended by that certain Appendix 1 effective March 21, 2011
- 173. Vendor Agreement, effective October 3, 2011, by and between Nexicore Services and SYX Distribution Inc., as amended by that certain Addendum dated October 3, 2011
- 174. Non-Disclosure Agreement, effective November 29, 2011, by and between Nexicore Services and InnoVest Group, L.C.

Schedule 2.1(h)(i)

Canadian Assets; Consents and Permits

- 1. Revenue Canada
 - a. Account number 885386557RC0001
- 2. British Columbia
 - a. Business number 885386557BT0001
 - b. Registration R461031
- 3. Ontario
 - a. Business name registration 211095534
 - b. Tax account 885386557TR0001
- 4. Quebec
 - a. Company number 1165122012

Schedule 2.1(h)(ii)

US Assets; Consents and Permits

- 1. City of Simi Valley Business Tax Certificate
- 2. Business License 2011, Village of Schaumburg

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 59 of 69

Schedule 2.1(o)(i)

Canadian Assets; Transferred Facilities

Industrial Lease Agreement – Net Rent, dated November 3, 2011, by and between 45 West Wilmot Street, Inc. and Hartford Computer Group, Inc.

Schedule 2.1(o)(ii)

US Assets; Transferred Facilities

- 1. Amended and Restated Lease, dated March 25, 2005, by and between Strategic Performance Fund II, Inc. and Hartford Computer Group, Inc., as amended by (a) that certain First Amendment to Lease, dated June 3, 2010 and (b) Second Amendment to Lease, dated February 17, 2011
- 2. Commercial Lease, dated May 13, 2011, by and between Harford Computer Group and 1207 Remington L.L.C.
- 3. Standard Form of Store Lease, dated March 30, 2011, by and between CIAMPA M4, LLC and Hartford Computer Group, Inc.
- 4. Lease Agreement, dated January 27, 2009, by and between MP Trinity Exchange and Nexicore Services, Inc.
- 5. Sublease Agreement, effective February 1, 2012, by and between 3M Company, a Delaware corporation, and Hartford Computer Group, Inc., a Delaware corporation doing business as Nexicore Services.

Schedule 2.1(p)(i)

Canadian Assets; Miscellaneous

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 62 of 69

Schedule 2.1(p)(ii)

US Assets; Miscellaneous

Schedule 2.2(o)

Excluded Assets: Maryland Division

- 1. The following fixed assets:
 - a. Laptops
 - i. 2 Probook 5310m. Nexicore services. Tag. F01445
 - ii. 2 HP Slate Lenovo X201
 - b. Hp Desktop 5000 Columbia
 - c. Printers
 - i. 2 HP photosmart printers
 - ii. HP Officejet 6500 Wireless
 - iii. HP 4435s
 - iv. Hp Laser M3027x mfp
 - v. Hp 8000 Professional
 - vi. Hp Laserjet CM1312
 - d. Displays
 - i. 2 Viewsonic Monitors
 - ii. 1 Hp Touchsmart Display
 - e. Phone numbers
 - i. (410) 740-3020
 - ii. (410) 740-8732
 - iii. (847) 874-6712
 - iv. (224) 836-3385
 - v. (847) 934-4301
 - vi. (800) 680-4424
 - vii. (800) 370-5849

- f. Office furniture located at 10480 Little Patuxent Parkway, Suite 400, Columbia, Maryland and used in connection with the Maryland Division
- g. Additional computer equipment located in Chicago
 - i. 2 PCs
 - (1) Carol Huff HP PC P/N 268616-001
 - (2) Jenny Fisher HP PC P/N 268621-001
 - ii. Printer HP M3035XS Fax Printer, Part CC477A
 - iii. 2 tall black filing cabinets
- 2. All marketing material created for Maryland Division
- 3. HCGI domain name (http://www.hcgi.com)
- 4. The following contracts:
 - a. Hardware and Associated Equipment and Services Contract with Hartford Computer Group, Inc. awarded 10/01/07 BPO #060B9800013 (see http://doit.maryland.gov/contracts/Pages/ContractLibraryHardware.aspx)
 - b. Commercial Off-the-Shelf Software Contract awarded 9/12/07 BPO #060B9800011 (see http://doit.maryland.gov/contracts/Pages/ContractLibraryCOTS.aspx)
 - Maryland Enterprise Agreement for the Procurement and/or Lease of Microcomputer Hardware, PCs, Laptops, Servers and Services dated April 19, 2007, between The University System of Maryland on behalf of Maryland Enterprise Education Consortium and Hartford Computer (RFP USM2007-12) (Contact: Valerie Rollandelli)
 - d. Montgomery County, Maryland, Department of Technology Services, Information Technology Commodities Contract with Hartford Computer Government, Inc. (RFP #7345000068) (Contact: Mike Melvin)
- 5. Those seller receivables set forth in the attachment hereto.



Accounts	Receivable	For November 22, 2011

Customer	Unapplied Cash	Invoice Count	0-30 Days	30-60 Days	60-90 Days	90-120 Days	120+ Đays	Balance
ADMIN OFFICE OF THE COURTS Sharon Hoff a-p supe ./1001115		2	474.99					474.99
, , ,								
ANNE ARUNDEL CTY PUBLIC SCHOOLS ATTN: Connle ./1005780	-	31	24,146.00	3,940.00	2,127.00	-	-	30,213.00
BD OF EDUCATION WASHINGTON COUNTY SUSAN FORD ./1007726 BRYN MAWR SCHOOL LYNN	-	29	4,588.00	1,136.00	-	•	-	5,724.00
BYANK/4000041	-	2	285	1,524.00	-	-	-	1,809.00
CAPITOL COLLEGE Teresa A/P ./1009386	-	4	653	10,920.00	-	-		11,573.00
DEPT OF BUSINESS & ECONOMIC DEVELOPMENT -ATTN: A /1008602 DEPT OF NATURAL RESOURCES MONA LOUGH/ACCTS PAY	-	1	365	-	-	-	-	365.00
./1001106	-	1	108	-	-	-	-	108.00
DHMH ATTN: ELaine ./1001276 DPSCS IT & CD ITCD FINANCIAL	•	1	0	3,288.00	-	-	-	3,288.00
./1000182 DTS-ENTERPRISE	•	1	3,339.00	-	-	-	-	3,339.00
INFRASTRUCTURE DIV JOHN CASTNER 3RD FLOOR/4000044 FREDERICK CO PUBLIC SCHOOLS ACCOUNTS PAYABLE	-	1	463	-	-	-	-	463.00
HEINER/3001325	•	26	7,415.91	-	-	-	-	7,415.91
FREDERICK COMMUNITY COLLEGE ACCOUNTS PAYABLE/4000061	-	1	20,622.00	-	-	-	. <u>-</u>	20,622.00
FRIENDS SCHOOL OF BALTIMORE DEANNE PHIZACKLEA /4000068	•	4	939	220.00	-	-	-	1,159.00
HARFORD COUNTY GOVERNMENT Brad Burgess /4000092 HOOD COLLEGE ACCOUNTS	-	4	15,774.00	-	-	-	-	15,774.00
PAYABLE /4000114 HOWARD COUNTY PUBLIC SCHOOL SYS ATTN: ACCOUNTS PAYAB	-	1	589	-	-	-	-	589.00
./1002332	-	5	11,034.00	-	-	-	-	11,034.00
JUDICIAL INFORMATION SYSTEMS Attn: THERESA NUDELL TIN# 36-		_						
2973523/3000867 KENNEDY KRIEGER INSTITUTE	•	2	2,094.00	•	•	-	-	2,094.00
ACCOUNTS PAYABLE /4000104 LOYOLA BLAKEFIELD TREASURER	•	9	9,270.00	-	-	-	-	9,270.00
./4000059 MARYLAND DEPT. OF ENVIRONMENT ACCOUNTS	-	4	3,050.00	-	-	-	-	3,050.00
PAYABLE ./1009432	-	1	272	-	-	-	-	272.00
MD NATIONAL CAPITAL PARK & PLANNING ACCOUNTS PAYABLE			2 122 00					
DEPARTMENT OF FINANC/1009682 MONTGOMERY COLLEGE Quynh	•	2	3,132.00			-	<u>-</u>	3,132.00
Chau ./1001317 MONTGOMERY COUNTY GO Karen	-	9	6,948.00	1,438.00	1,357.00	-	-	9,743.00
Lamb/4000031 MONTGOMERY COUNTY PUBLIC SCHOOLS ATTN: ACCOUNTS PAYAB	•	2	2,677.00	•	-	-	-	2,677.00
./1006248 ONE TIME CUSTOMER ATTN:	156.00	4271	100,476.12	51,081.84	464.00	5,675.00	-	157,540.96
ACCTS PAYABLE ./2000010	-	5	15,000.00	-	-	-	-	15,000.00
PENN DELCO SCHOOL ADMIN BLDG PENN DELCO SCHOOL/4000117 PRINCE GEORGE&039;S CO GOVERNMENT LAURA LEE -	•	10	5,165.00	-	-	-	_	5,165.00
OITC/4000021	-	9	8,731.00	-	-	-	-	8,731.00
PRINCE GEORGES CO SCHOOLS Allison Chung-A/P ./1001701 ROLAND PARK COUNTRY SCHOOL	-	27	11,192.00	1,632.00	-	-	-	12,824.00
ROLAND PARK COUNTRY SCHOOL/4000080	-	1	5,366.00	-	-	-	-	5,366.00

Case 11-49744 Doc 23-9 Filed 12/12/11 Entered 12/12/11 19:35:02 Desc Exhibit B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 66 of 69

Customer	Unapplied Cash	Invoice Count	0-30 Days	30-60 Days	60-90 Days	90-120 Days	120+ Days	Balance
SHEPPARD PRATT HEALTH								
SYSTEMS ATTN: ACCOUNTS PAYAB								
/4000075	-	1	696	-	-	-	-	696.00
STATE OF MD TREASURER&039;S								
OFFICE JUDY SMITH/4000069	-	1	0	_	7,121.00	_	-	7,121.00
STATE POLICE DEPT OF RON			-					-,
CAELBAUCH ./1001090	-	1	40,598.00	-	-	-		40,598.00
STEVENSON UNIVERSITY			·					
ACCOUNTS PAYABLE /4000054	-	24	20,948.00	1,578.00	-	-	-	22,526.00
TRANSPORTATION DEPT OF Rob								-
West/Jerome Hill ./1001141	-	3	22,612.00	25,542.00	-	-	-	48,154.00
U OF MD AT COLLEGE PARK ATTN:								
ACCOUNTS PAYAB ./1001140		4	12,462.00	-	-	_	-	12,462.00
UNIV OF MD UNIV COLLEGE								
(UMUC) ATTN: ACCOUNTS PAYAB								
./1005957	-	1	1,894.00	-	-	-	-	1,894.00
UNIVERSITY OF MD MEDICAL								
DONATA MOORING/4000079	3,837.00	7	0	-	-	-	-	(3,837.00)
WORKERS COMPENSATION								
COMMISSION CHRISTEL								
SURDOKAS ./1000407	<u>-</u>	1	0	98.00		-	-	98.00
	(3,993.00)	300	363,379.02	102,397.84	11,069,00	5,675.00		478.527.86

Schedule 2.2(q)

Excluded Assets

- 1. Bank of America Account #0055 0830 9606
- 2. Hartford Computer Group and associated U.S. Registration No. 2236684



Schedule 2.4

Excluded Liabilities

Schedule 4.5

Seller Governmental Authorizations and Consents