

EXHIBIT A

SALE AGREEMENT

PURCHASE AGREEMENT

This Purchase Agreement (together with all exhibits and schedules hereto and as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof, the "Agreement") is made and entered into as of October 25, 2004, by and among Axio Research Corporation, a Washington corporation (the "Seller"), Solutia Inc., a Delaware corporation ("Parent") and Axio Research Acquisition Company, LLC, a Washington limited liability company (the "Buyer") (hereafter, each a "Party" or collectively referred to as the "Parties").

WHEREAS, Seller is engaged in the business of providing data management, quality control and statistical analysis and other services for a variety of clients engaged in investigational medicine and medical research activities (the "Business");

WHEREAS, Seller commenced a case (the "Bankruptcy Case") pursuant to Chapter 11 of Title 11 of the United States Code, 11 U.S.C. Sections 101-1330 (as amended, the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") on December 17, 2003 (the "Petition Date"); and

WHEREAS, Buyer desires to acquire substantially all of the assets, properties, rights, and claims relating to the Business, together with certain obligations and liabilities relating thereto, in the manner and subject to the terms and conditions set forth herein and in accordance with Sections 363, 365, and 1146 of the Bankruptcy Code (the "Contemplated Transactions").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I PURCHASE AND SALE OF THE BUSINESS

Section 1.1 Acquired Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, assign, transfer, convey and deliver, or cause to be sold, assigned, transferred, conveyed and delivered, to Buyer, and Buyer shall purchase and accept from Seller, all of Seller's rights, title and interests in and to the Business, including all the assets, properties, rights, and claims of Seller relating to the Business, other than the Excluded Assets, as the same shall exist at the Closing (collectively, the "Acquired Assets"). The sale and purchase of the Acquired Assets shall be free and clear of all Encumbrances (to the extent applicable as provided in the Sale Order), in each case other than Permitted Encumbrances and Assumed Liabilities. The Acquired Assets shall include, but not be limited to, all of Seller's rights, title and interests in and to the assets, properties, rights and claims (except as expressly excluded under Section 1.2):

(a) All of those items of equipment, accessories, furniture and other tangible personal property owned by Seller set forth on **Schedule 1.1(a)** (which Schedule may include items that are subject to capitalized leases) (collectively, the "Personal Property").

(b) Seller's rights, title and interests (i) as lessee under that real property lease described on **Schedule 1.1(b)(i)** (the "Real Property Lease"), (ii) as lessee under those equipment, personal property and intangible property leases, rental agreements, licenses and similar Contracts described on **Schedule 1.1(b)(ii)** or relating to the Personal Property (the "Other Leases"), and (iii) as party to those other Contracts described on **Schedule 1.1(b)(iii)** including work in process thereunder (collectively the "Other Contracts") and together with the Other Leases and the Real Property Lease, the "Assumed Contracts"), in each case to the extent assignable pursuant to Section 365 of the Bankruptcy

Code. At any time at least fifteen (15) Business Days prior to the date scheduled by the Bankruptcy Court for the Sale Hearing, Buyer in its sole discretion by written notice to Seller may (i) include any additional Contract to which Seller is a party and that constitutes an "executory contract" as such term is used in Section 365 of the Bankruptcy Code ("Executory Contract") to **Schedule I.I(b)(i)**, **Schedule I.I(b)(ii)** or **Schedule I.I(b)(iii)** and (ii) exclude any Executory Contract from **Schedule I.I(b)(i)**, **Schedule I.I(b)(ii)** or **Schedule I.I(b)(iii)**. Any Executory Contract so included pursuant to clause (i) of the preceding sentence shall be deemed an Assumed Contract hereunder for all purposes and any Executory Contract so excluded pursuant to clause (ii) of the preceding sentence shall no longer be deemed an Assumed Contract hereunder.

(c) [Reserved.]

(d) All accounts receivable arising out of the operation of the Business (except for receivables to the extent relating exclusively to Contracts that are not Assumed Contracts) and all causes of action relating or pertaining to such accounts receivable and all notes receivable and trade accounts arising out of the Business and all causes of action relating or pertaining to such notes receivable and trade accounts (collectively, the "Receivables").

(e) Any interest in and to any refund of Taxes relating to the Business to the extent such Taxes are for, or applicable to, any taxable period (or portion thereof) beginning after the Closing Date.

(f) All credits, claims for refunds, prepaid expenses, prepaid rent, deferred charges, advance payments, security or other deposits, including recoverable deposits, and prepaid items (and, in each case, security interests relating thereto) to the extent arising from or in connection with, or related to, the Acquired Assets, each as described on **Schedule I.I(f)**.

(g) All rights, claims or causes of action against third parties relating to the Acquired Assets under all warranties, representations and guarantees made by suppliers, manufacturers and contractors.

(h) All books, records, files, invoices, advertising materials, cost and pricing information, supplier lists, business plans, catalogs, customer literature, quality control records and manuals, customer lists, order lists, credit records of customers (including all data and other information stored on discs, tapes and other media) and like items pertaining to the Business (excluding Seller's accounting systems and software (to the extent not part of operational assets), corporate books and records relating to their respective organization and existence), provided that Seller may retain copies of (i) all books and records included in the Acquired Assets to the extent necessary or useful for the administration of the Bankruptcy Case or any other action to which it is a party, the filing of any Tax Return, or compliance with any Applicable Laws and (ii) all personnel files.

(i) The Intangible Property owned or held by Seller relating exclusively to the Business, in each case including without limitation (i) the registered and common law trademarks and trade names, service marks and service names, and registrations and applications for registration thereof, and foreign counterparts thereof, Internet domain names and associated content, logos, designs, slogans, trade dress and general intangibles of like nature, together with the goodwill associated therewith, as set forth on **Schedule I.I(i)(i)**, (ii) the patents, patent applications and foreign counterparts thereof, as set forth on **Schedule I.I(i)(ii)**, (iii) the copyrights, copyright applications and copyright registrations and foreign counterparts thereof, as set forth on **Schedule I.I(i)(iii)** and (iv) the customer list and other items set forth on **Schedule I.I(i)(iv)** and all the inventions, discoveries, trade secrets, know-how and similar proprietary rights and related licenses and other agreements set forth (collectively, the "Intangible Property").

Section 1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, the Acquired Assets shall not include any of Seller's rights, title or interests in the following (collectively, the "Excluded Assets"):

(a) Those items expressly excluded pursuant to the provisions of Section 1.1 above, any Contract that is not an Assumed Contract, and receivables relating exclusively to such Contracts.

(b) All cash, cash equivalents and short term investments and all bank accounts.

(c) All preference or avoidance claims and actions of Seller, including, without limitation, any such claims and actions arising under Sections 544 through 553, inclusive, of the Bankruptcy Code.

(d) Seller's rights under this Agreement and all Purchase Price payable or deliverable to Seller pursuant to the terms and provisions hereof.

(e) Insurance proceeds, claims and causes of action with respect to or arising in connection with (i) any Contract which is not assigned to Buyer at the Closing, or (ii) any item of tangible or intangible property that is not an Acquired Asset.

(f) Except as provided in Section 1.1(e), any interest in and to any refund of Taxes for, or applicable to, any taxable period (or portion thereof) ending on or prior to the Closing Date (the "Pre-Closing Tax Period"), including any interest in and to any refund of any Taxes not relating to the Acquired Assets for any period.

(g) Any property (including real, personal, tangible or intangible) not listed on a Schedule pursuant to Section 1.1 or specifically excluded on the attached **Schedule 1.2(g)**.

(h) All inter-company notes receivable and inter-company invoices.

Section 1.3 Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement, at the Closing Buyer shall only (i) assume the liabilities and perform the obligations under each of the Assumed Contracts, (ii) assume the liabilities and perform the obligations set forth on **Schedule 1.3**, and (iii) assume and pay the severance payments owed pursuant to the Seller's severance plan to employees of the Seller not receiving a qualifying employment offer from the Buyer at or before Closing (collectively, the "Assumed Liabilities"). In addition, Buyer agrees, on the terms and conditions set forth in this Agreement, to pay the Cure Costs, as set forth in Section 5.6.

Section 1.4 Excluded Liabilities. Notwithstanding any provisions of this Agreement to the contrary, Buyer shall not assume, or in any way be liable or responsible for liabilities, claims and contingencies associated with any and all notes, indentures, evidence of indebtedness for borrowed money, guarantees and other similar debt instruments to third parties and other inter-company payables, including but not limited to the items set forth on the attached **Schedule 1.4** (collectively, the "Excluded Liabilities").

Section 1.5 Transfer of Acquired Assets and Assumption of Assumed Liabilities.

(a) At the Closing, the sale, transfer, assignment, conveyance and delivery of the Acquired Assets (other than the Assumed Contracts) shall be effected pursuant to a bill of sale and assignment in a form mutually agreeable to the Parties (the "Bill of Sale").

(b) At the Closing, the assumption of the Assumed Liabilities and the assignment of the Assumed Contracts shall be effected pursuant to an assignment and assumption agreement in a form mutually agreeable to the Parties (the "Assumption Agreement"), together with such other documents, instruments, and third-party consents necessary in order to effect Buyer's assumption of the Assumed Liabilities and the assignment of the Assumed Contracts.

(c) At the Closing, the transfer of the Intangible Property shall be effected pursuant to customary instruments of assignment or transfer mutually agreeable to the Parties, and, where applicable, in form suitable for recording in the appropriate office or bureau or other Governmental Authority and in form reasonably satisfactory to Buyer, and any other assignments or instruments with respect to any such Intangible Property for which an assignment or instrument is required to assign, transfer and convey such Intangible Property (collectively, the "Intangible Property Instruments").

Section 1.6 Purchase Price. Subject to the adjustment set forth herein, the purchase price for the Acquired Assets shall be two hundred thousand dollars (\$200,000) (the "Purchase Price"). If the Receivables as of the Closing Date are less than \$550,000, then the Purchase Price shall be decreased by the amount of such shortfall. If the Receivables as of the Closing Date are greater than \$550,000, then the Purchase Price shall be increased by the amount of such excess, provided, however, that such excess shall only be payable following collection of Receivables totaling \$550,000 and only to the extent such excess amounts are actually collected. Except to the extent set forth in the preceding sentence, the Purchase Price shall be payable in full at the Closing by wire transfer of immediately available funds to the account(s) specified by Seller prior to the Closing Date.

Section 1.7 Profit Sharing. In addition to the Purchase Price, Buyer shall pay to Seller ten percent (10%) of the net yearly profits of the Business in excess of \$200,000 for each of the first three (3) fiscal years following the Closing. Seller, or Seller's representative, shall be entitled to audit the Business's financial records, at reasonable times, and subject to Buyer's reasonable approval regarding scheduling, during this 3-year profit sharing period for the purpose of verifying amounts owed pursuant to this provision. For the purposes of this provision, net yearly profits shall be calculated in accordance with GAAP applied consistently with the practices of the Business as of the date hereof.

ARTICLE II THE CLOSING

Section 2.1 Closing. The closing of the Contemplated Transactions (the "Closing") shall take place at the offices of Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166 at 10:00 a.m. local time on the second business day following the satisfaction or waiver (subject to Applicable Law) of the conditions set forth in Article VI (other than those conditions that by their nature are to be fulfilled only at the Closing or at such other time and place as the parties hereto may mutually agree (such date, the "Closing Date").

Section 2.2 Deliveries by Seller. At the Closing, Seller shall deliver or cause to be delivered to Buyer the following:

(a) the Bill of Sale, the Assumption Agreement, Intangible Property Instruments, and the Owners' Agreement in the form or substantially in the form of **Schedule 2.2(a)** (the "Owners' Agreement"), each duly executed by the Seller;

(b) copies of the Required Consents; and

(c) such other duly executed documents, instruments and certificates as may be necessary to be delivered by Seller pursuant to the terms of this Agreement.

Section 2.3 Deliveries by Buyer. At the Closing, Buyer shall deliver or cause to be delivered to Seller the following:

- (a) the Purchase Price payable in the manner described in Section 1.6;
- (b) the Bill of Sale, the Assumption Agreement, the Intangible Property Instruments, and the Owners' Agreement, each duly executed by Buyer;
- (c) evidence of payment of Cure Costs as required by the Sale Order or other applicable order of the Bankruptcy Court; and
- (d) such other duly executed documents, instruments and certificates as may be necessary to be delivered by Buyer pursuant to this Agreement.

Section 2.4 Tax Allocation. Prior to the Closing, Buyer and Seller shall agree on an allocation of the Purchase Price (with respect to that portion of the Purchase Price consisting of the Assumed Liabilities, only such Assumed Liabilities that are liabilities for federal income Tax purposes) among the Acquired Assets which allocation shall be consistent with Section 1060 of the Code and the rules and regulations thereunder as shall be set-forth in **Schedule 2.4**. Buyer and Seller agree that such allocations shall be adjusted to reflect appropriately any adjustment to the purchase price hereunder. Except as required by Applicable Law, Buyer and Seller agree to use such allocation, as so adjusted, in filing all required forms under Section 1060 of the Code, and all other Tax Returns.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER AND PARENT

Seller and Parent, jointly and severally, represent and warrant to Buyer that the following statements are true and correct on the date hereof and will be true and correct as of the Closing as though made on such date:

Section 3.1 Organization. Seller is a corporation duly organized and validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the requisite corporate power and authority to own or lease and to operate all of its properties and assets and to carry on its business as it is now being conducted, except where the failure thereof would not have a Material Adverse Effect.

Section 3.2 Authority of Seller; Binding Effect. Seller has the requisite corporate or other power and authority, subject to the entry of the order of the Bankruptcy Court approving the consummation by Buyer of the Contemplated Transactions under Sections 363, 365 and 1146 of the Bankruptcy Code, substantially in the form of **Exhibit A** (the "Sale Order"), to execute and deliver, and to perform its obligations under, this Agreement and to consummate the Contemplated Transactions. The execution and delivery of this Agreement and, subject to the entry of the Sale Order, the performance of its respective obligations hereunder, have been duly authorized by all necessary corporate or other action on the part of Seller. Assuming the due authorization, execution, and delivery of this Agreement by Buyer, and subject to the entry of the Sale Order, this Agreement will be a valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

Section 3.3 Governmental Consents and Approvals. No consent, approval, authorization of, declaration, filing or registration with, any Governmental Authority is required to be made or obtained

by Seller in connection with the execution, delivery and performance of this Agreement and the consummation of the Contemplated Transactions, except for: (a) consents, approvals, authorizations of, declarations, or filings with the Bankruptcy Court (including with respect to the Sale Order), (b) consents, approvals, authorizations, declarations, filings and registrations that are set forth in **Schedule 3.3**, and (c) such other consents, approvals, authorizations, declarations, filings and registrations the lack of which would not have a Material Adverse Effect. The items referred to in clauses (a) and (b) hereof are hereinafter referred to as the "Required Consents."

Section 3.4 No Violations. Subject to the entry of the Sale Order, and assuming that the Required Consents will be satisfied, made, or obtained and will remain in full force and effect, the execution, delivery and performance of this Agreement by Seller, and the consummation by Seller of the Contemplated Transactions, and compliance by Seller with any of the provisions hereof, will not (a) violate any provision of the charter, bylaws or any other organizational document of Seller (unless the same is rendered inapplicable by order of the Bankruptcy Court), (b) except for breaches and defaults of the type referred to in Section 365 of the Bankruptcy Code, violate, conflict with, or result in the breach of or default under (or with notice, lapse of time, or both would result in such a breach or default), or constitute an event creating rights of acceleration, termination or cancellation under, any Assumed Contract, on the date hereof, (c) violate any order, writ, injunction, decree, statute, rule or regulation or other Applicable Law applicable to Seller or to any properties or assets of Seller, (d) result in the creation or imposition of any Encumbrance other than Permitted Encumbrances on any asset of Seller, or (e) violate any Permit, except in each case for violations, breaches, defaults, accelerations, terminations or cancellations that (i) would not individually or in the aggregate have a Material Adverse Effect or (ii) are excused by or unenforceable as a result of the commencement of the Bankruptcy Case or the applicability of any provision of the Bankruptcy Code.

Section 3.5 Title to and Use of Property. Upon entry and effectiveness of, and in accordance with the terms of, the Sale Order and the Bankruptcy Code, Seller shall have the power and right to sell, assign, transfer and deliver, as the case may be, to Buyer the Acquired Assets free and clear of any and all Encumbrances other than Permitted Encumbrances and the Assumed Liabilities.

Section 3.6 Condition of Personal Property. The Personal Property listed on Schedule 1.1(a) is in good operating condition and repair, is in the condition normally maintained by Seller (reasonable wear and tear excepted) and is not in aggregate in need of any repair or maintenance other than normal and routine repair and maintenance.

Section 3.7 Validity of Intangible Property. The Intangible Property, including but not limited to the trademarks, trade names, service marks, service names, Internet domain names, patents and copyrights are valid and enforceable, and any registrations thereof are valid and subsisting. Seller has taken all necessary actions to maintain the enforceability thereof, and to prevent or halt any infringement. Seller is not aware of any current infringement of its items of Intangible Property.

Section 3.8 Licenses and Permits. Seller possesses and is in compliance in all material respects with all licenses and permits required from all governmental authorities having jurisdiction over the Acquired Assets or Seller's Business necessary for the use of the Acquired Assets and the operation of the Business.

Section 3.9 Brokers. No person, other than Rothschild, Inc., is entitled to any brokerage, financial advisory, finder's or similar fee or commission payable by Seller in connection with the Contemplated Transactions based upon arrangements made by or on behalf of Seller. All such fees shall be paid by Seller.

Section 3.10 Accuracy and Completeness of Representations and Warranties. No representation or warranty made by Seller or Parent in this Agreement and no statement contained in any document or instrument delivered or to be delivered to Buyer pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits to state a material fact, necessary to make the statements contained herein or therein, not misleading.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the following statements are true and correct on the date hereof and will be true and correct as of the Closing as though made on such date:

Section 4.1 Organization. Buyer is a limited liability company validly existing and in good standing under the laws of the State of Washington and has all organizational power and authority to own or lease all of its properties and assets and to carry on its business as it is now being conducted except where the failure thereof would not have a Material Adverse Effect.

Section 4.2 Authority of Buyer: Binding Effect. Buyer has the requisite organizational power and authority to execute and deliver and to perform its obligations under this Agreement. The execution and delivery by Buyer of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary organizational or other action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and, assuming the due authorization, execution and delivery of this Agreement by Seller, and subject to the entry of the Sale Order, will be a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

Section 4.3 Governmental Consents and Approvals. Except for Required Consents, no consent, approval, authorization of, declaration, filing or registration with, any domestic or foreign government or regulatory authority, is required to be made or obtained by Buyer in connection with the execution, delivery and performance of this Agreement or, with respect to an assignee of Buyer, in connection with the performance of this Agreement and the consummation of the Contemplated Transactions.

Section 4.4 No Violations. The execution, delivery and performance of this Agreement by Buyer, the performance of this Agreement by an assignee of Buyer, the consummation by such assignee of the Contemplated Transactions and compliance by Buyer will not (a) violate any provision of the charter or bylaws of Buyer or (b) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Buyer or to any properties or assets of Buyer.

Section 4.5 Brokers. No person is entitled to any brokerage, financial advisory, finder's or similar fee or commission payable by Buyer in connection with the Contemplated Transactions based upon arrangements made by or on behalf of Buyer.

Section 4.6 Availability of Funds. Buyer will have on the Closing Date, sufficient funds available to enable it to (a) pay the Purchase Price and the Cure Costs pursuant to the terms of this Agreement and (b) perform its other obligations hereunder.

Section 4.7 Accuracy and Completeness of Representations and Warranties. No representation or warranty made by Buyer in this Agreement and no statement contained in any document or instrument delivered or to be delivered to Seller pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits to state a material fact, necessary to make the statements contained herein or therein, not misleading.

ARTICLE V COVENANTS

Section 5.1 Conduct of Business by Seller Pending the Closing.

(a) Subject to any obligations as a debtor or debtor in possession under the Bankruptcy Code, as applicable, and except as otherwise contemplated by this Agreement, prior to the Closing Date, Seller shall use commercially reasonable efforts to preserve intact, and operate in the ordinary course, the Business.

(b) Notwithstanding anything in this Agreement to the contrary, this Section 5.1 shall not prevent Seller from rejecting Contracts that are not Assumed Contracts. Neither Buyer nor any of its Affiliates shall be liable for any claims arising from the rejection of such Contracts by Seller.

Section 5.2 Access to Records and Properties of Seller. From and after the date of this Agreement, Seller shall, upon reasonable advance notice, afford to Buyer's officers, accountants, counsel, lenders, consultants and other representatives, reasonable access during normal business hours to all books, documents, records, properties, facilities, personnel, trade vendors, customers, employees and other materials that relate to the Business and furnish or cause to be furnished to Buyer such financial, tax and other operating data and other information as Buyer may reasonably request; provided, however, that Buyer shall not be entitled to access any materials containing privileged communications, competitive information, or information about employees, the access to or disclosure of which may violate any Applicable Law.

Section 5.3 Filings; Other Action.

(a) Upon the terms and subject to the conditions of this Agreement, Buyer and Seller shall use their commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable consistent with Applicable Law to cause the conditions precedent to the Closing to be satisfied and to cause the Closing to occur on or prior to the Termination Date.

(b) As promptly as practicable after the execution of this Agreement, Seller and Parent shall file with the Bankruptcy Court all motions and notices, as may be appropriate, seeking the approval of this Agreement, Seller's performance hereunder, the sale of the Acquired Assets free and clear of all liens, claims (as defined in Section 101(5) of the Bankruptcy Code) and interests other than Assumed Liabilities, and the assumption and assignment of the Assumed Contracts as provided in this Agreement. Buyer shall cooperate with Seller and Parent in obtaining such Bankruptcy Court approval, including providing evidence, if requested, of Buyer's ability to perform the obligations of Seller under the Assumed Contracts to be assumed by Buyer pursuant to Section 1.3(a).

(c) Nothing contained herein shall limit the Seller from performing its fiduciary duty to obtain the highest and best offer for the Business, provided, however, that upon the execution and delivery of this Agreement by the parties hereto, the Seller shall refrain from soliciting any proposals or offers from any Person relating to an acquisition of the Business or the Acquired Assets.

Section 5.4 Confidentiality; Public Announcements. Any and all information obtained by Buyer or Buyer's officers, independent public accountants, counsel, lenders, consultants and other representatives pursuant to Section 5.2 shall be subject to and maintained in compliance with the Confidentiality Agreement. Except with respect to the filing of the Sale Order and the announcement

thereof and the provision of any notices as required by the Bankruptcy Court, neither Buyer nor Seller will issue, or permit any of its Affiliates to issue, any press release or otherwise make any public statement with respect to this Agreement or the Contemplated Transactions without the prior written consent of the other (which consent shall not be unreasonably withheld), except as may be required by Applicable Law or stock exchange regulation. Notwithstanding anything in this Section 5.4 to the contrary, Seller and Buyer will consult with each other before issuing, and provide each other the opportunity to review and comment upon, any such press release or other public statements with respect to this Agreement and the Contemplated Transactions, whether or not required by Applicable Law or stock exchange regulation.

Section 5.5 Transfer, Income and Sales/Use Taxes. All transfer and income taxes imposed on the Contemplated Transactions, to the extent not exempt from payment under Section 1146(c) of the Bankruptcy Code, shall be paid by Seller. Buyer shall pay all local sales or use taxes levied on the transfer of the Personal Property.

Section 5.6 Payment Under Assumed Contracts and Determination of Cure Costs. As promptly as practicable following the execution of this Agreement, Buyer and Seller shall use commercially reasonable efforts to cooperate and determine an estimate of the amounts required to cure all defaults under each Assumed Contract so as to permit the assumption and assignment of each such Assumed Contract pursuant to Section 365 of the Bankruptcy Code (as ultimately determined by the Bankruptcy Court, the "Cure Costs"). In connection with the assignment and assumption of the Assumed Contracts, Buyer shall cure any defaults by payment of any Cure Costs, and the Cure Costs paid by Buyer shall not reduce the Purchase Price.

Section 5.7 Further Assurances. In addition to the provisions of this Agreement, from time to time before and after the Closing Date, Seller and Buyer will use all commercially reasonable efforts to execute and deliver such other instruments of conveyance, transfer, or assumption, as the case may be, and take such other action as may be reasonably requested to implement more effectively the Contemplated Transactions.

Section 5.8 Collection of Accounts Receivable. If, following the Closing, (i) Seller shall collect any Receivables belonging to Buyer, Seller shall hold the same in trust and shall promptly pay the same over to Buyer, or (ii) Buyer shall collect any receivables belonging to Seller, Buyer shall hold the same in trust and shall promptly pay the same over to Seller.

Section 5.9 Survival. The covenants in this Section 5 shall survive the Closing.

ARTICLE VI CONDITIONS TO CLOSING

Section 6.1 Conditions to Obligations of Seller and Buyer. The respective obligations of each party to effect the Contemplated Transactions shall be subject to the satisfaction (or written waiver by the parties) at or prior to the Closing Date of the following conditions:

(a) No statute, rule, regulation, executive order, decree, decision, ruling or preliminary or permanent injunction shall have been enacted, entered, promulgated, or enforced by any U.S. federal or state court or foreign Governmental Authority that prohibits, restrains, enjoins, or restricts the consummation of the Contemplated Transactions that has not been withdrawn or terminated.

Section 6.2 Conditions to Obligations of Seller. The obligation of Seller to effect the Contemplated Transactions shall be subject to the satisfaction (or written waiver by Parent on behalf of Seller) at or prior to the Closing Date of the following conditions:

(a) The representations and warranties of Buyer contained herein shall have been true and correct on and as of the date of this Agreement and as of the Closing as if made as of the Closing (except that the representations and warranties that are made as of a specific date need be true and correct only as of such date), except to the extent that such inaccuracies in any such representation or warranty have not had, and would not reasonably be expected to have a Material Adverse Effect on the Buyer's ability to consummate the Contemplated Transactions.

(b) The covenants and agreements of Buyer to be performed on or prior to the Closing shall have been duly performed in all material respects.

(c) The Sale Order shall have been entered by the Bankruptcy Court in substantially the form contemplated by this Agreement and shall not have been reversed, stayed, modified or amended in any manner materially adverse to Seller.

(d) Buyer shall have duly delivered such items as are set forth in Section 2.3.

Section 6.3 Conditions to Obligations of Buyer. The obligation of Buyer to effect the Contemplated Transactions shall be subject to the satisfaction (or written waiver by Buyer) at or prior to the Closing Date of the following conditions:

(a) The representations and warranties of Seller and Parent contained herein shall have been true and correct on and as of the date of this Agreement and as of the Closing as if made as of the Closing (except for changes permitted or contemplated by this Agreement and except that the representations and warranties that are made as of a specific date need be true and correct only as of such date), except to the extent that such inaccuracies in any such representation or warranty have not had, and would not reasonably be expected to have a Material Adverse Effect.

(b) The covenants and agreements of Seller to be performed on or prior to the Closing shall have been duly performed in all material respects.

(c) The Sale Order shall have been entered by the Bankruptcy Court in substantially the form contemplated by this Agreement and shall not have been reversed, stayed, modified or amended in any manner materially adverse to Buyer and shall have become final and non-appealable. Copies of all orders of the Bankruptcy Court pertaining to the Contemplated Transactions, including the Sale Order shall have been received by Buyer.

(d) Buyer shall have successfully negotiated employment agreements (on terms acceptable to Buyer in its sole discretion) with each of the persons set forth on the attached **Schedule 6.3(d)**.

(e) Buyer shall have successfully cured, and been granted the right to assume at Closing (pursuant to Section 365 of the Bankruptcy Code) each of the Assumed Contracts.

(f) Seller shall have paid in full each of the Excluded Liabilities set forth on **Schedule 1.4**.

(g) Seller shall have duly delivered such items as are set forth in Section 2.2.

ARTICLE VII TERMINATION

Section 7.1 Termination. This Agreement may be terminated at any time prior to the Closing Date:

- (a) by written agreement of Seller and Buyer;
- (b) by either Seller or Buyer, by giving written notice of such termination to the Parties, if the Closing shall not have occurred on or prior to the 60th day after the date hereof (or such other time mutually agreed upon in writing by the Parties) (the "Termination Date") (unless the failure to consummate the Closing by such date shall be due to the failure of the party seeking to terminate this Agreement to have fulfilled any of its obligations under this Agreement);
- (c) by either Seller or Buyer in the event that any Governmental Authority shall have issued a final order, decree or ruling or taken any other final unappealable action, or adopted any applicable state, federal or foreign law, in each case permanently restraining, enjoining or otherwise prohibiting the Contemplated Transactions;
- (d) by Seller, so long as Seller is not then in breach of its material obligations under this Agreement, upon a material breach of any covenant or agreement on the part of Buyer set forth in this Agreement, or if any representation or warranty of Buyer shall have been or become untrue, in each case such that the conditions set forth in Sections 6.2(a) or 6.2(b) would not be satisfied; provided, however, that if any such breach is curable prior to the Termination Date by Buyer through the use of its commercially reasonable efforts, for so long as Buyer, following written notice with respect to such breach from Seller, shall be using its commercially reasonable efforts to cure such breach, Seller may not terminate this Agreement pursuant to this Section 7.1(d);
- (e) by Buyer, so long as Buyer is not then in breach of its material obligations under this Agreement, upon a material breach of any covenant or agreement on the part of Seller set forth in this Agreement, or if any representation or warranty of Seller shall have been or become untrue, in each case such that the conditions set forth in Sections 6.3(a) or 6.3(b) would not be satisfied; provided, however, that if any such breach is curable prior to the Termination Date by Seller through the use of its commercially reasonable efforts, for so long as Seller, following written notice with respect to such breach from Buyer, shall be using their commercially reasonable efforts to cure such breach, Buyer may not terminate this Agreement pursuant to this Section 7.1 (e); or
- (f) by Seller, if Seller executes and delivers a definitive agreement that provides, in the reasonable business judgment of Seller, for a purchase of the Business or the Acquired Assets pursuant to a higher and better offer.

Section 7.2 Effect of Termination. In the event of the termination of this Agreement in accordance with Section 7.1, this Agreement shall thereafter become void and have no effect, and no party hereto shall have any liability to the other parties hereto or their respective Affiliates, directors, officers, employees, representatives or shareholders, except for the obligations of the parties hereto contained in this Section 7.2, Section 5.4, Article VIII, and the Confidentiality Agreement, and except that nothing herein will relieve any party from liability for any breach of any representation, warranty, covenant or agreement set forth in this Agreement prior to such termination (a "Breach"); it being understood that the acceptance termination by Seller pursuant to Section 7.1(f) shall not constitute a Breach for purposes of this Section 7.2 nor any other purpose.

**ARTICLE VIII
MISCELLANEOUS**

Section 8.1 Notices. Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by any party to the other may be effected by personal delivery in writing, or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing. Mailed notices shall be addressed as set forth below, but each party may change his address by written notice in accordance with this paragraph.

- (a) If to Seller prior to Closing:

c/o Solutia Inc.
575 Maryville Centre Drive
St. Louis, MO 63141
Attention: General Counsel

with a copy to:

Conor Reilly, Esq.
Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166

- (b) If to Buyer:

Douglas R. Shaw
Axio Research Acquisition Company, LLC
1401 Southwest Pohl Road
Vashon Island, WA 98070

with a copy to:

David Peterson
Ater Wynne LLP
601 Union Street, Suite 5450
Seattle, Washington 98101

Section 8.2 Entire Agreement. This Agreement and the instruments and documents to be executed pursuant hereto contain the entire agreement among the parties relating to the Contemplated Transactions, and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter. Any oral representations or modifications concerning this Agreement or any such other document shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged. This Agreement may be modified, amended or supplemented only by a written instrument duly executed by all the parties hereto.

Section 8.3 Severability. Should any term, provision or paragraph of this Agreement be determined to be illegal or void or of no force and effect, the balance of the Agreement shall survive except that, if the rights or obligations of the Seller, on the one hand, or the Buyer, on the other hand, will be materially and adversely affected thereby, the Seller or the Buyer, respectively, may terminate this

Agreement, and it shall be of no further force and effect, unless the parties agree in writing to the contrary.

Section 8.4 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

Section 8.5 Payment of Fees and Expenses. Except as provided herein, the Buyer, on the one hand, and Seller on the other hand, shall be responsible for, and shall pay, all of its own fees and expenses, including those of its counsel, incurred in the negotiation, preparation and consummation of the Agreement and the Contemplated Transactions.

Section 8.6 Survival. Except for the covenants and agreements to be performed after the Closing Date, none of the respective representations, warranties, covenants and agreements of Seller and Buyer herein, or in any certificates or other documents delivered prior to or at the Closing, shall survive the Closing.

Section 8.7 Assignments: Binding Effect: No Third Party Beneficiaries. This Agreement shall not be assigned by any party hereto without the prior written consent of the other parties hereto, and any attempted assignment without such consent shall be void. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and permitted assigns of the parties hereto. This Agreement is not intended to confer third-party beneficiary rights upon any other Person (including any non-Seller parties to the Assumed Contracts), and no third party shall be deemed to be a beneficiary hereof.

Section 8.8 Applicable Law. This Agreement and any controversies arising with respect to this Agreement or the Contemplated Transactions shall be governed by and construed in accordance with the laws of the State of New York without regard to the rules of conflict of laws that would apply the law of any other jurisdiction.

Section 8.9 Construction. In the interpretation and construction of this Agreement, the parties acknowledge that the terms hereof reflect extensive negotiations between the parties and that this Agreement shall not be deemed, for the purpose of construction and interpretation, drafted by either party hereto. All captions and headings contained in this Agreement are for convenience of reference only and shall not be construed to limit or extend the terms or conditions of this Agreement.

Section 8.10 Counterparts. This Agreement may be signed in counterparts. The parties further agree that this Agreement may be executed by the exchange of facsimile signature pages.

Section 8.11 Bankruptcy Court Jurisdiction. BUYER AND SELLER AGREE THAT THE BANKRUPTCY COURT OR OTHER COURT WITH JURISDICTION OVER THE BANKRUPTCY CASE SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND BUYER EXPRESSLY CONSENTS TO AND AGREES NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION.

ARTICLE IX DEFINITIONS

"Affiliate" shall mean with respect to any Person, any other person who, directly or indirectly, controls, is controlled by, or is under common control with that Person.

"Applicable Law" means any domestic or foreign federal, state or local statute, law (including common law), code, ordinance, rule, administrative interpretation, regulation, requirement, judgment, decree or order applicable to the parties hereto.

"Confidentiality Agreement" means the letter agreement between Solutia Inc. and Buyer regarding confidential treatment of certain information concerning Parent and its subsidiaries.

"Contract" means any contract, agreement, indenture, note, bond, loan, instrument, lease, commitment or other arrangement or agreement, whether oral or written.

"Encumbrance" means any lien (statutory or other), claim (including as defined in the Bankruptcy Code), charge, security interest, mortgage, deed of trust, pledge, hypothecation, assignment, license, conditional sale or other title retention agreement, right of first refusal, option to purchase, preference, priority or other security agreement or preferential arrangement of any kind or nature, and any easement, charges, encroachment, covenant, restriction, right of way, defect in title or other encumbrance of any kind.

"Governmental Authority" means any domestic or foreign national, regional, state, provincial or local government, governmental, administrative or regulatory agency or commission or any court (including the Bankruptcy Court), tribunal or arbitrator (public or private).

"Material Adverse Effect" means any fact, condition, change or event that would, individually or in the aggregate, materially and adversely affect the results of operations, assets or condition (financial or otherwise) of the Business (excluding the Excluded Assets and the Excluded Liabilities) or the Acquired Assets, taken as a whole, except for (a) facts, conditions, changes or events that customarily occur as a result of events leading up to and following the filing of a case under the Bankruptcy Code, (b) changes in general economic conditions or changes affecting the industry in which the Business operates generally, or (c) any act of war or terrorism.

"Permitted Encumbrances" means with respect to or upon any Acquired Assets, any (a) easement, encroachment or similar reservation which does not impair the current use, occupancy, or value, or the marketability of title, of such Acquired Asset and which would not individually (or in the aggregate with others) have a material adverse effect on the Business or the use or enjoyment of such Acquired Asset, (b) liens securing the performance of bids, tenders, leases, contracts (other than for the repayment of debt), statutory obligations, surety, customs and appeal bonds and other obligations of like nature, incurred as an incident to and in the ordinary course of the Business, (c) liens imposed by law, such as carriers', warehouseman's, mechanics', materialmen's, landlords', laborers' suppliers' and vendors' liens, incurred in good faith in the ordinary course of the Business and securing obligations which are not yet due or which are being contested in good faith by appropriate proceedings and (d) extensions, renewals and replacements of liens referred to in (a) through (c) of this sentence; provided that any such extension, renewal or replacement lien shall be limited to the property or assets covered by the lien extended, renewed or replaced and that the obligations secured by any such extension, renewal or replacement lien shall be in an amount not greater than the amount of the obligations secured by the original lien extended, renewed or replaced, none of which, individually or in the aggregate, have a material adverse effect upon the value of the property subject thereto or the use to which such property is presently put.

"Person" means any natural person, firm, partnership, joint venture, limited liability company, association, corporation, trust, business trust, unincorporated organization, Governmental Authority or other entity.

"Taxes" means all federal, state, local, and foreign taxes, and other assessments of a similar nature (whether imposed directly or through withholding), including any value added tax, interest, additions to tax, or penalties applicable thereto.

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

SELLER

BUYER

By: _____

By: Glen Hamilton

Name: _____

Axio Research Acquisition Company, LLC

Title: _____

Title: _____

PARENT

By: _____

Name: _____

Title: _____

Schedules to
Axio Research Corporation
Asset Purchase Agreement



Schedule 1.1(a)

Asset ID	Description	GL Account	Acquisition Date	Total Cost	Method	Life	2003		2004	
							Dep Exp	A/D @ 12/31/03	Dep Exp	A/D @ 12/31/04
000001	Fully Depreciated Assets @ 4/1/2000	16000		133,472.84	SL		0.00	132,268.28	0.00	132,268.28
000022	4 Drawer Lateral File	16000	11/21/1991	432.79	SL	10	0.00	389.51	0.00	389.51
000031	Desk For Mary	16000	12/21/1992	512.96	SL	10	0.00	461.12	0.00	461.12
000032	Telesources Unlimited Phone System	16000	12/21/1992	5,863.96	SL	10	0.00	5,277.02	0.00	5,277.02
000035	4 Chairs-Blue Conf Rm	16000	2/21/1993	412.24	SL	10	3.04	371.62	0.00	371.62
000036	3 Desks-Pad	16000	3/11/1993	1,199.39	SL	10	17.65	1,079.45	0.00	1,079.45
000037	3 File Cabinets (\$398 Ea), Bookcase	16000	2/11/1993	1,416.83	SL	10	10.89	1,274.70	0.00	1,274.70
000038	2 Chairs	16000	3/5/1993	167.19	SL	10	2.27	158.47	0.00	158.47
000039	3 Chairs-Pad	16000	3/8/1993	418.83	SL	10	6.21	376.95	0.00	376.95
000040	Transcriber Cm200	16000	4/18/1993	214.68	SL	10	19.45	263.21	0.00	263.21
000042	1bm Typewriter	16000	5/5/1993	466.56	SL	10	14.47	419.69	0.00	419.69
000043	File Cabinet	16000	10/9/1993	285.36	SL	10	19.37	223.81	0.00	223.81
000044	File Cabinet-Admin	16000	2/23/1994	459.91	SL	10	41.00	465.82	7.86	413.38
000045	Furniture For Escalab-Lot	16000	8/15/1994	4,179.23	SL	10	378.00	3,604.22	157.09	3,761.31
000046	Chairs For Escalab	16000	9/20/1994	1,244.30	SL	10	112.00	1,063.93	55.84	1,119.87
000048	Office Furniture-Lot	16000	2/28/1995	1,943.26	SL	10	175.00	1,544.91	175.00	1,719.91
000057	Ducky Desk In 57021	16000	9/8/1995	697.89	SL	10	63.00	623.69	63.00	586.59
000058	Ducky Desk In 57021	16000	9/8/1995	1,027.36	SL	10	92.00	768.24	92.00	662.24
000060	Ducky Desk	16000	12/21/1995	697.49	SL	10	63.00	607.99	63.00	570.99
000061	Ducky Desk	16000	1/28/1995	697.49	SL	10	63.00	607.99	63.00	570.99
000062	Ducky Desk & Cordenza	16000	2/15/1995	968.96	SL	10	89.00	704.88	89.00	793.88
000063	Ducky Desk	16000	2/15/1995	697.49	SL	10	63.00	607.99	63.00	570.99
000065	Alken Furniture-1 Lot	16000	2/29/1996	10,775.15	SL	10	870.00	7,666.81	870.00	8,566.81
000066	Chair-Facility Resources	16000	12/31/1992	249.73	SL	10	0.00	224.76	0.00	224.76
000068	Chair-Facility	16000	2/21/1992	249.73	SL	10	0.00	224.76	0.00	224.76
000069	Chair-Facility	16000	2/25/1992	249.73	SL	10	0.00	224.76	0.00	224.76
000070	Duckys-2 File Cabinets	16000	3/29/1992	249.73	SL	10	13.12	219.40	0.00	219.40
000108	Desk	16000	6/4/1993	243.45	SL	10	0.00	389.51	0.00	389.51
000121	42" 4 Drawer Lateral File	16000	7/31/1991	432.79	SL	10	0.00	389.51	0.00	389.51
000122	Desk With Return	16000	4/10/1996	567.51	SL	10	51.00	396.40	51.00	446.40
000126	Desk With Return	16000	6/25/1996	667.05	SL	10	60.00	440.18	60.00	500.18
000124	4 Drawer Lateral File	16000	10/31/1996	667.05	SL	10	60.00	440.18	60.00	500.18
000125	4 Drawer Lateral File	16000	10/31/1996	662.10	SL	10	61.00	353.44	51.00	414.44
000128	Exhibit Booth	16000	10/31/1996	521.48	SL	10	47.00	338.66	47.00	388.66
000127	4 Drawer Lateral File	16000	11/5/1996	7,542.74	SL	10	534.00	4,642.50	634.00	5,176.50
000128	Oak Table	16000	11/14/1996	599.97	SL	10	54.00	387.50	54.00	441.50
000129	Desk With Return	16000	11/14/1996	442.64	SL	10	46.00	285.82	46.00	325.82
000128	6 Asset Categories	16000	11/14/1996	248.32	SL	10	21.00	158.71	21.00	181.71



Schedule 1.1(a)

Asset ID	Description	GL Account	Acquisition Date	Total Cost	Method	Life	2003		2004	
							Dep Exp	AID @ 12/31/03	Dep Exp	AID @ 12/31/04
000130	Desk With Return	16000	11/14/1996	243.32	SL	10	22.00	153.71	22.00	181.71
000131	Box File	16000	11/14/1996	348.21	SL	10	24.00	198.72	24.00	226.72
000132	42" 4 Drawer Lateral File	16000	1/8/1997	423.60	SL	10	48.00	334.60	48.00	382.60
000133	Desk With Return	16000	1/8/1997	518.82	SL	10	47.00	327.43	47.00	374.43
000134	Desk With Return	16000	1/8/1997	518.82	SL	10	47.00	327.43	47.00	374.43
000135	Desk With Return	16000	1/8/1997	518.82	SL	10	47.00	327.43	47.00	374.43
000136	Desk With Return	16000	1/8/1997	540.46	SL	10	48.00	340.72	48.00	388.72
000137	Desk With Return	16000	1/8/1997	540.46	SL	10	48.00	340.72	48.00	388.72
000138	Keyboard Tray	16000	1/8/1997	126.59	SL	10	11.00	79.41	11.00	90.41
000139	42" 4 Drawer Lateral File	16000	1/20/1997	528.64	SL	10	48.00	380.62	48.00	378.62
000140	42" 4 Drawer Lateral File	16000	1/20/1997	528.64	SL	10	48.00	380.62	48.00	378.62
000142	42" 5 Drawer Lateral File	16000	1/20/1997	744.45	SL	10	68.00	463.79	68.00	537.79
000143	42" 4 Drawer Lateral File	16000	1/20/1997	528.64	SL	10	48.00	380.62	48.00	378.62
000144	42" 4 Drawer Lateral File	16000	1/20/1997	528.64	SL	10	48.00	380.62	48.00	378.62
000145	42" 4 Drawer Lateral File	16000	1/20/1997	528.64	SL	10	48.00	380.62	48.00	378.62
000146	48" Bookcase	16000	1/20/1997	146.07	SL	10	13.00	90.79	13.00	103.79
000147	Conference Table	16000	1/20/1997	248.32	SL	10	22.00	154.12	22.00	176.12
000148	Rails For File Cabinets	16000	2/5/1997	32.46	SL	10	3.00	20.17	3.00	23.17
000149	Photo For Exhibit Booth	16000	2/18/1997	700.00	SL	10	53.00	430.25	53.00	493.25
000150	Side Chair	16000	2/21/1997	317.26	SL	10	35.00	238.26	35.00	273.26
000151	4 Drawer Lateral File	16000	3/5/1997	539.97	SL	10	54.00	389.60	54.00	423.60
000152	Mail Machine	16000	4/23/1998	871.55	SL	10	78.00	600.66	78.00	678.66
000154	Unbind \$50 & Steelback Letters	16000	5/19/1998	1,152.54	SL	10	104.00	778.72	104.00	882.72
000158	48" Bookcase	16000	1/30/1997	146.07	SL	10	13.00	90.79	13.00	103.79
000170	Desk 30X60 W/20X40 Right Return	16000	7/17/1997	539.74	SL	10	48.00	312.12	48.00	361.12
000171	Desk 30X60 W/20X40 Right Return	16000	7/17/1997	539.73	SL	10	49.00	312.12	49.00	361.12
000172	Mail Tilt Chairs (2)	16000	7/17/1997	812.88	SL	10	73.00	469.25	73.00	542.25
000173	36" Bookcase	16000	7/17/1997	172.31	SL	10	16.00	100.07	16.00	116.07
000174	Desk 30X60 W/20X40 Right Return	16000	8/10/1997	558.76	SL	10	50.00	318.28	50.00	368.28
000175	Cannon Paper Facsimile Machine	16000	6/4/1997	2,275.18	SL	10	205.00	1,346.95	205.00	1,551.95
000189	Micron Computer 200 Max	16000	11/4/1997	2,873.57	SL	5	0.00	2,873.57	0.00	2,873.57
000181	Micron Computer 200 Max	16000	11/4/1997	2,873.57	SL	5	0.00	2,873.57	0.00	2,873.57
000182	Hp Deskjet 1800C/4-MB Slim	16000	4/11/1997	1,552.98	SL	5	0.00	1,552.98	0.00	1,552.98
000183	Hp LaserJet L551 W/Duplex Unit	16000	5/8/1997	3,420.20	SL	5	0.00	3,420.20	0.00	3,420.20
000204	Seattle Office Furniture	16000	2/9/1998	348.00	SL	10	35.00	206.20	35.00	241.20
000205	Seattle Office Furniture	16000	2/9/1998	118.94	SL	10	12.00	70.97	12.00	82.97
000206	Micron Computer Ato Model Bam.	16000	6/5/1998	3,504.63	SL	10	350.00	1,565.84	350.00	2,305.84
000207	Micron Computer Ato Model Bam	16000	6/5/1998	3,228.63	SL	10	323.00	1,892.80	323.00	2,125.80
000208	Micron Computer Ato Model Bam	16000	6/24/1998	2,774.74	SL	10	277.00	1,546.17	277.00	1,823.17



Schedule 1.1(a)

Asset ID	Description	GL Account	Acquisition Date	Total Cost	Method	Life	2003		2004	
							Dep Exp	AID @ 12/31/03	Dep Exp	AID @ 12/31/04
000209	Micron Computer Ato Model Bom	16000	7/11/1999	2,774.74	SL	10	277.00	1,525.06	277.00	1,802.06
000210	Micron Computer Ato Model Bom	16000	8/11/1998	2,690.00	SL	10	269.00	1,457.34	269.00	1,726.34
000211	Micron Computer Ato Model Bom	16000	8/22/1998	2,590.94	SL	10	259.00	1,398.08	259.00	1,658.08
000218	Email Server	16000	12/20/1999	7,045.23	SL	3	0.00	7,045.23	0.00	7,045.23
000219	File Cabinet	16000	12/10/1999	864.54	SL	10	86.00	359.98	86.00	447.93
000221	Side Tables	16000	9/27/1999	289.33	SL	7	38.00	166.62	38.00	283.92
000224	Com/Commercial Office Interiors-Keyboards	16000	9/27/1999	5,265.17	SL	7	761.00	3,283.67	761.00	4,084.67
000225	Dell Pc	16000	2/14/2000	2,372.88	SL	3	88.18	2,372.99	0.00	2,372.99
000226	Dell Pc	16000	3/22/2000	2,416.83	SL	3	135.26	2,416.83	0.00	2,416.83
000227	Dell Pc	16000	3/29/2000	2,354.61	SL	3	130.27	2,354.61	0.00	2,354.61
000232	Item Thinkpad Computer	16000	5/12/2000	610.00	SL	3	56.17	610.00	0.00	610.00
000233	Network Switch	16000	5/30/2000	911.15	SL	3	100.74	911.15	0.00	911.15
000235	Dell Computer	16000	8/28/2000	4,221.31	SL	3	598.72	4,221.31	0.00	4,221.31
000236	Speaker Phones	16000	8/22/2000	512.00	SL	10	51.00	174.13	51.00	235.13
000240	Freedom Office Chairs (8)	16000	9/14/2000	6,769.28	SL	10	676.00	2,283.28	676.00	2,903.28
000241	Keyboard Trays (8), 5' High Kiosk (6), 42" File Cabinets	16000	10/26/2000	14,498.65	SL	10	1,450.00	4,711.99	1,450.00	5,161.99
000242	Corbender 604D Series Lounge Chairs (2)	16000	10/26/2000	1,065.17	SL	10	104.00	397.76	104.00	441.76
000243	Dell Computer	16000	11/7/2000	2,087.36	SL	3	578.45	2,087.36	0.00	2,087.36
000244	Dell Computer	16000	2/16/2001	5,638.61	SL	3	1,380.08	5,638.61	156.80	5,638.61
000245	Hp Pressure Switch	16000	4/8/2001	1,487.27	SL	3	486.09	1,384.09	123.27	1,487.27
000248	Dell 856Mhz/133 Gx110	16000	4/26/2001	1,773.45	SL	3	591.00	1,626.00	148.45	1,773.45
000247	Hon 694Lg Flat File	16000	4/20/2001	488.74	SL	10	42.00	116.00	42.00	158.00
000248	Hon 794Ls Flat File	16000	4/20/2001	643.46	SL	10	48.00	195.00	48.00	184.00
000249	Hon 794Ls Flat File	16000	4/20/2001	543.46	SL	10	49.00	195.00	49.00	184.00
000250	Hon 794Ls Flat File	16000	4/20/2001	543.46	SL	10	49.00	195.00	49.00	184.00
000251	Dell Pll Gx110	16000	5/30/2001	1,384.21	SL	3	531.00	1,683.09	211.21	1,894.21
000255	Computer Equipment	16000	6/1/2001	5,421.38	SL	3	1,807.00	4,501.00	920.38	5,421.38
000257	Dell Pentium 3 1000/133 Gx150	16000	9/12/2001	2,508.01	SL	3	670.00	2,028.00	673.01	2,699.01
000258	Dell Pentium 3 1000/133 Gx150	16000	9/26/2001	1,583.47	SL	3	461.00	1,062.00	301.47	1,363.47
000261	Samsung2200 Rm SU X1 8	16000	12/12/2001	1,528.70	SL	3	510.00	1,068.00	465.70	1,533.70
000262	Samsung2200 Rm SU X1 8	16000	12/12/2001	1,528.68	SL	3	610.00	1,068.00	465.68	1,533.68
000276	Toshiba Laptop SZ123005CU	16000	2/4/2002	1,260.36	SL	3	496.00	824.00	490.00	1,254.00
000278	Projector	16000	7/18/2002	3,008.33	SL	3	1,003.00	1,584.00	1,003.00	2,587.00
000280	Computer Equipment for ClinTrials	16000	6/12/2003	3,921.97	SL	3	664.00	654.00	1,307.00	1,961.00
000281	Computer Equipment for ClinTrials	16000	6/12/2003	1,562.40	SL	3	382.00	392.00	664.00	956.00
000282	Overland 800GB DL16000 Tape Autoloader	16000	8/1/2003	4,165.83	SL	3	651.00	683.00	1,395.00	2,078.00



Schedule 1.1(a)

Asset ID	Description	GL Account	Acquisition Date	Total Cost	Method	Life	2003		2004	
							Dep Exp	A/D @ 12/31/03	Dep Exp	A/D @ 12/31/04
000284	Office Furniture On Fourth Floor-Charter Financial #1	16000	2/1/1998	42,643.22	SL	10	4,264.00	20,916.69	4,264.00	26,170.69
Total Furniture and Equipment				359,945.71			4,264.00	278,662.53	21,883.06	300,445.89

Software

000268	Iris System	16010	5/16/1995	12,294.64	SL	5	0.00	12,294.64	0.00	12,294.64
000187	Teleform, Win 95/Win NT/CD	16016	10/15/1996	1,054.95	SL	5	0.00	1,054.95	0.00	1,054.95
000165	Virus Scan-McAfee	16010	4/5/1997	1,100.66	SL	5	0.00	1,100.66	0.00	1,100.66
000188	Access For Windows	16010	6/21/1997	5,076.38	SL	5	0.00	5,076.38	0.00	5,076.38
000213	Netscape-Software	16010	5/23/1995	600.00	SL	3	0.00	600.00	0.00	600.00
000230	Software-Audit Adj	16010	3/28/1999	40,404.00	SL	3	0.00	40,404.00	0.00	40,404.00
000231	Software-Allate Cold Fusion	16010	4/29/2000	1,571.96	SL	3	339.57	1,232.39	0.00	1,571.96
000238	Capitalized Software Development Costs	16010	7/25/2000	2,305.17	SL	3	263.63	2,041.54	0.00	2,305.17
000239	Software For Backup & Backup Upgrade	16010	7/27/2000	1,775.30	SL	3	285.47	1,489.83	0.00	1,775.30
000252	Access Upgrade To 4.2	16010	6/19/2001	5,322.80	SL	3	2,744.00	2,578.80	0.00	5,322.80
000253	Drug Dictionary	16010	7/9/2001	4,212.59	SL	3	1,404.00	2,808.59	702.59	4,212.59
000256	Project Software	16010	8/27/2001	45,492.86	SL	3	5,144.00	40,348.86	3,001.96	45,492.86
000274	Auto Auto-Clean Software FY 2001	16010	8/31/2001	16,228.62	SL	3	5,410.00	10,818.62	3,168.62	16,228.62
000276	State Software Upgrade	16010	2/8/2002	425.57	SL	3	142.00	283.57	142.00	425.57
000277	Auto Auto-Clean Software FY 2001	16010	5/31/2002	4,091.00	SL	3	1,364.00	2,727.00	1,364.00	4,091.00
000278	S Project Licenses	16010	8/1/2002	678.56	SL	3	283.00	395.56	283.00	678.56
000287	Capitalized Software Development Costs	16010	9/1/2003	13,397.50	SL	3	708.00	12,689.50	5,891.00	18,580.50
000288	WHO Drug Dictionary	16010	12/22/04	7,922.39	SL	3	0.00	7,922.39	0.00	7,922.39
Total Software				138,106.60			0.00	107,093.51	18,434.07	125,527.58

Leasehold Improvements

000667	Leasehold Improvements	16050	10/28/1996	16,419.84	SL	6	0.00	16,419.84	0.00	16,419.84
000214	Callison Architecture-Professional Services	16050	12/29/1998	1,520.00	SL	7	208.00	1,312.00	208.00	1,520.00
000220	LH Imps Office At 4Th & Vre	16050	8/27/1999	481,241.68	SL	7	68,749.00	412,492.68	68,749.00	481,241.68
000269	30 Amp Circuit	16050	12/12/2001	897.50	SL	4	189.00	708.50	189.00	897.50
000280	30 Amp Circuit	16050	12/12/2001	897.50	SL	4	189.00	708.50	189.00	897.50
Total Leasehold Improvements				501,076.73			0.00	315,662.11	69,336.00	384,998.11

Heller Capital Lease

000223	Furniture Lease	16130	10/20/1999	185,146.89	SL	5	37,329.00	147,817.89	27,772.92	185,146.89
Total Heller Capital Lease				185,146.89			37,329.00	147,817.89	27,772.92	185,146.89



Schedule 1.1(a)

Asset ID	Description	GL Account	Acquisition Date	Total Cost	Method	Life	2003		2004	
							Dep Exp	A/D @ 12/31/03	Dep Exp	A/D @ 12/31/04
Dell Capital Lease										
000263	Dell 8337133 Pentium3 Gx	16140	7/81/2001	1,336.18	SL	3	445.00	1,118.00	223.18	1,336.18
000264	Dell 8337133 Pentium3 Gx	16140	7/81/2001	1,336.18	SL	3	445.00	1,118.00	223.18	1,336.18
000265	Dell 8337133 Pentium3 Gx	16140	7/81/2001	1,336.18	SL	3	445.00	1,118.00	223.18	1,336.18
000266	Dell 8337133 Pentium3 Gx	16140	7/81/2001	1,336.18	SL	3	445.00	1,118.00	223.18	1,336.18
000267	Dell 8337133 Pentium3 Gx	16140	7/81/2001	1,336.18	SL	3	445.00	1,118.00	223.18	1,336.18
000268	Dell 8337133 Pentium3 Gx	16140	7/81/2001	1,336.18	SL	3	445.00	1,118.00	223.18	1,336.18
000269	Dell 8337133 Pentium3 Gx	16140	7/81/2001	1,336.18	SL	3	445.00	1,118.00	223.18	1,336.18
000270	Dell 8337133 Pentium3 Gx	16140	7/81/2001	1,336.18	SL	3	445.00	1,118.00	223.18	1,336.18
000271	Dell 8337133 Pentium3 Gx	16140	7/81/2001	1,336.18	SL	3	445.00	1,118.00	223.18	1,336.18
000272	Dell 8337133 Pentium3 Gx	16140	7/81/2001	1,336.18	SL	3	445.00	1,118.00	223.18	1,336.18
000273	Dell 8337133 Pentium3 Gx	16140	7/81/2001	1,336.18	SL	3	445.00	1,118.00	223.18	1,336.18
Total Dell Capital Lease				14,898.00				12,243.00	2,455.00	14,698.00

Schedule 1.1(a) continued

Non-Capitalized Assets:

Axio developed software for eDC system and the Axio Accelerator (portal, internet workbench).

Fully Depreciated but uninventoried furniture and equipment.

See following 2 pages

Net Book Value [Depreciation]
GAAP
For the Period April 1, 2001 to March 31, 2002

Asset ID	Asset Description	ASSET BALANCES			Ending	Eq. Balance	Deprec. Exp	Sec 179/72A	DEPRECIATION		End. Balance	Net Book Value
		Beginning	Acquisitions	Dispositions					Ord. Additions	Dispositions		
00001	HP LASER PRINTER	2,459.28		0.00	0.00	2,459.28	0.00	0.00	0.00	0.00	2,459.28	0.00
00002	EXTENDED MEMORY BOARD	476.00		0.00	0.00	476.00	0.00	0.00	0.00	0.00	476.00	0.00
00003	2 DESKS	1,175.00		0.00	0.00	1,557.50	0.00	0.00	0.00	0.00	1,057.50	117.50
00004	4 CHRIS. 2 COMPTR. TABLS, 9 TRG UNIT, BKCASE	1,754.48		0.00	0.00	1,579.03	0.00	0.00	0.00	0.00	1,579.03	175.45
00005	FILE, DESK, 2 PANELS	666.34		0.00	0.00	666.34	0.00	0.00	0.00	0.00	666.34	66.63
00006	38 BOOKSHELVES FOR DIVIDERS	287.44		0.00	0.00	288.70	0.00	0.00	0.00	0.00	288.70	28.74
00007	2 IBM 6128368 ST SYS, 2 UNIT P 5613180 MITSUBISHI, VAR COMPREGU	9,955.25		0.00	0.00	9,955.25	0.00	0.00	0.00	0.00	9,955.25	0.00
00008	80 MB DRIVE	673.70		0.00	0.00	673.70	0.00	0.00	0.00	0.00	673.70	67.37
00009	80 MB DRIVE	673.34		0.00	0.00	673.34	0.00	0.00	0.00	0.00	673.34	67.33
00010	RMAC-VERTICAL CPU STAND	109.46		0.00	0.00	109.46	0.00	0.00	0.00	0.00	109.46	10.94
00011	CRT W/LET	246.00		0.00	0.00	246.00	0.00	0.00	0.00	0.00	246.00	24.60
00012	OAK KEYBOARD KEEPER	193.78		0.00	0.00	143.80	0.00	0.00	0.00	0.00	143.80	14.38
00013	J FONT CARTRIDGE	289.75		0.00	0.00	289.75	0.00	0.00	0.00	0.00	289.75	28.97
00014	IBM 4351002 PROPRINTER-II	404.29		0.00	0.00	404.29	0.00	0.00	0.00	0.00	404.29	40.42
00015	ROLLING FILE CABINET	288.78		0.00	0.00	187.80	0.00	0.00	0.00	0.00	187.80	18.78
00016	FILING SHELVES	893.85		0.00	0.00	179.95	0.00	0.00	0.00	0.00	179.95	17.99
00017	FILE CABINET (MARGINS)	211.38		0.00	0.00	211.38	0.00	0.00	0.00	0.00	211.38	21.13
00018	LEADING EDGE OF COMPUTER VACUATOR	1,918.75		0.00	0.00	1,918.75	0.00	0.00	0.00	0.00	1,918.75	191.87
00019	MATH COMP-INTEL 80387-10			0.00	0.00		0.00	0.00	0.00	0.00		0.00

0.00 7970

316.19 588.27

0.00 0.00

0.00 0.00

0.00 0.00

0.00 0.00

316.19 638.27

316.19 716.97

0.00 0.00

0.00 0.00

316.19

716.97

LATERAL FILE CABINET

NETWORK EVEREX 38520412

00020

00021

Schedule 1.1(b)(i)

Real Property Leases and Arrangements.

1. Lease dated May 27, 1999 by and between Selig Real Restate Holdings Seven and Axio Research Corporation for lease of 18,528 rentable square feet on the second floor of a building located at 4th & Vine, 2601 – 4th Avenue, Seattle, WA 98121, commencing September 1, 1999 for 84 months – the “4th & Vine Lease”.
2. Amendment No. 1 to the 4th & Vine lease, dated December 6, 2001.
3. Amendment No. 2 to the 4th & Vine Lease, dated April 1, 2004
4. Sublease of a approximately 324 sq. feet of the 4th & Vine premises by Axio Research Corporation to MedTap International, Inc., dated November 27, 2001.
5. Unwritten arrangement regarding Jon Case’s office space described as: Jon Case, Business Development Director in Connecticut, occupies office premises within Case, Corrado, & Yazmer PC, 111 Founder’s Plaza, Suite 1500, East Hartford, CYT 06108. Through an unwritten informal arrangement, the Company pays a rental fee of \$339.33/month (\$4,071.96 per annum) for Jon’s space and an average of about \$100/month in telecommunications expenses.
6. In addition to the space subleased to MedTap International, Inc. pursuant to Amendment No. 2 to the Axio’s Lease of Suite 200 at 4th & Vine, Seattle, WA 98121, MedTap occupies an additional 136 square feet is currently leased to MedTap on an informal basis for \$356.79/month.

Schedule 1.1(b)(ii)**Other Leases And Licenses****Equipment:**

De Lage Landen – Equipment Rental/Lease
Dell Computer Corporation - Equipment Rental/Lease
Dell Financial Services - Equipment Rental/Lease
First Choice Business Machines - Equipment Rental/Lease
GE Capital/Heller – Furniture Financing Lease
TriTec Communications - Equipment Rental/Lease
USPS/Ascom Hasler – Postage Meter Rental/Lease

Software:

NCSS – Pass 2002 upgrade to PASS 2000
Northrop Gruman Space: MedDRA annual core subscription
Siege Works: CheckPoint Enterprise Support/subscription
TechSmith – SnagIt Multi User CD
Uppsala Monitoring Centre – WHO Drug Dictionary, single copy, three users, pay per visit.
Insightful Software License # WN14126CO
Insightful Software License # WN025354SQ
MacFee Virus Protection Software - Shield
SAS Institute Software License # 28876
SPSS, Inc.
Maintenance Licenses for:
MSELECT VISIO Pro
MSELECT Software SQL Service
MSELECT BizTalk Server
MSELECT Shareware Portal Server and CAL
MSELECT Visual Studio
MSELECT Windows Server
TenRox Projeca Serial # AKAJJNZAXOOO01BJPZKG4A7BOXNB, one year standard support plan
TRW-MedDra Software
Uppsala Software
VeriSign Web Security Certificate
VeriSign Web Security Certificate
Microsoft Software – Visio
Microsoft Software BizTalk Server per process license
Microsoft Software SQL Service per processor license
Microsoft Software Shareware Portal Server and CAL
Microsoft Software Visual Studio
Microsoft Software SourceSafe
Microsoft Software Macromedia Cold Fusion MX

ClinTrial Software lease from Phase Forward

Millenium Payroll software

Bank Reconciliation – Quicken 2002

Invoicing – MS Access

ACCPAC:

Corporate Edition System Manger 5.0 Sup+ (MCD) License # 7106240-32808

Corporate Edition LanPak 1 User 5.0 Sup+ (MCD) License # 7106400-40808

Corporate Edition LanPak 1 User 5.0 Sup+ (MCD) License # 7106400-40809

Corporate Edition LanPak 1 User 5.0 Sup+ (MCD) License # 7106400-40808

**Schedule 1.1(b)(iii)
Assumed Contracts**

Vendor Name	Type of Expense
4imprint	Office Supplies & Expense
Accountants Inc.	Outsourced Labor
Adrian Levy, Ph.D.	Outside Consultants
Advance Marking Systems	Office Supplies & Expense
Advantstar Communications	Printing Expense
AIRBORNE EXPRESS	Shipping/Express Expense
Alain Leizorovicz	Outside Consultants
Alphagraphics	Copy Expense
American Inst. of CPA	Organization Dues
American Linen	Office Supplies & Expense
AMERICAN STATISTICAL ASSN	Organization Dues
Aramark Refreshment Services	Office Supplies & Expense
Arch Wireless	Telephone Expense
Ascom Hasler Mailing Systems	Equipment Rental/Lease
AT&T 800 ReadyLine	Telephone Expense
AT&T Wireless Services	Telephone Expense
Barnes-Jewish Hospital	Subcontracts/Site Fees
Barnett International	Staff Training Expense
Biomedical Research Foundation	Subcontracts/Site Fees
Briazz	Business Meals Expense
Bronx Lebanon Hospital Center	Subcontracts/Site Fees
Business Information Tech.	Outside Consultants
Cardiovascular Group, P.C.	Subcontracts/Site Fees
Carl J. Pepine	Outside Consultants
Caroline M. Tanner	Outside Consultants
Carolyn E. Walden	Outside Consultants
Case, Corrado, Yazmer & Co.	Rent Expense
CDW DIRECT, LLC	Small Equipment Expense
Center Watch	Project Expenses
Centerwatch Shopper	Project Expenses
CK GRAPHICS	Copy Expense
Clermont Resort and Spa	Meeting & Exhibit Costs
Coalition for CharitableChoice	Charitable Contributions
Commercial Office Interiors	Leasehold Improvements
Copiers Northwest	Office Supplies & Expense
CORPORATE EXPRESS	Office Supplies & Expense
Costco Retail Services	Office Supplies & Expense
Data Management Inc	Office Supplies & Expense
DATASITE NORTHWEST	Offsite Data Storage
De Lage Landen	Equipment Rental/Lease
Dell Computer Corporation	Equipment Rental/Lease
Dell Financial Services	Equipment Rental/Lease
Dell Marketing L.P.	Equipment Rental/Lease

DELUXE BUSINESS FORMS		Office Supplies & Expense
Dex Media West LLC		Advertising
Dolores Rhodes		Employee Benefits - Education
Dr. D.G. Julian		Outside Consultants
Drug Information Association		Organization Dues
Drug Information Association		Software Expense
Duluth Clinic, Ltd.		Subcontracts/ Site Fees
EarthLink Inc		Data Processing
Engel Publishing Partners		Advertising
Everett AquaSox		Staff Events
Explore Consulting LLC		Outside Consultants
Falk Harrison Creative		Advertising
FEDERAL EXPRESS CORP		Shipping/Express Expense
First Choice Business Machines		Equipment Rental/Lease
Fleetfoot Messenger Svc		Shipping/Express Expense
Fleurs de Liz		Office Supplies & Expense
Flix-Plan Services, Inc.		Cafeteria Plan Liability
Fortis Benefits Insurance Co.		Employee Benefits
Gary Clarke, PhD		Outside Consultants
GE Capital		Equipment Rental/Lease
Geiger Bros.		Office Supplies & Expense
Geisinger Clinic		Subcontracts/ Site Fees
George Washington University		Subcontracts/ Site Fees
Gifts By Design		Staff Events
Global Crossing		Telephone Expense
Global Crossing Conferencing		Telephone Expense
Good Samaritan Hospital		Subcontracts/ Site Fees
GROUP HEALTH COOPERATIVE		Employee Benefits
Group Health Cooperative		Subcontracts/ Site Fees
H. LEON GREEN		Outside Consultants
Heller Ehrman White & McAuliff		Legal Fees
Henry Ford Health System		Subcontracts/ Site Fees
Hospital for Sick Children		Outside Consultants
Hospital of Saint Raphael		Subcontracts/ Site Fees
HRS USA		Office Supplies & Expense
IKON OFFICE SOLUTIONS		Maintenance/Repairs
INFINATA		Project Expenses
Info.Resource, Inc.		Employee Recruitment
Ingalline's Box Lunch, Inc.		Business Meals Expense
Insightful		Organization Dues
Inspiration Research Limited		Outside Consultants
Inst for Internat'l Research		Staff Training Expense
Institute of Mgmt. Accountants		Organization Dues
Iron Mountain		Offsite Data Storage
ISTR, Inc.		Travel Expense
J. M. White		Outside Consultants

J. Thomas Bigger, Jr., M.D.		Travel Expense
James T. Summersgill, Ph.D.		Travel Expense
Jeanno E. Poole MD		Outside Consultants
Journal of Accountancy		Publications & Subscriptions
Kalpana Gupta, MD		Outside Consultants
Karl Swedberg		Outside Consultants
Kathleen Saunders		Employee Benefits - Education
King County Dept. of Finance		Parking/Bus Passes
King County Metro		Employee Benefits
KINKO'S INC.		Copy Expense
KPMG LLP		Staff Training Expense
KRM		Registration Fees
Larry's Markets		Staff Events
Latter Day Saints Hospital		Subcontracts/Site Fees
Laura Stalhammer		Parking/Bus Passes
Lippincott, Williams & Wilkins		Copy Expense
Loyola Univ. Medical Center		Subcontracts/Site Fees
Lynn Schuchter, MD		Outside Consultants
Mauronides Medical Center		Subcontracts/Site Fees
Marriott San Francisco		Meeting & Exhibit Costs
Matt Anderson		Staff Training Expense
MCG Research Institute, Inc.		Subcontracts/Site Fees
MCP Hahnemann University		Subcontracts/Site Fees
Medical Center Cardiologists		Subcontracts/Site Fees
MELROSE FLORIST		Office Supplies & Expense
Minor and James Medical		Subcontracts/Site Fees
Miriam Hospital		Subcontracts/Site Fees
Mount Sinai School of Medicine		Subcontracts/Site Fees
NABFO - TREASURER		Organization Dues
NCSS		Software Expense
New Horizons		Staff Training Expense
New Orleans Hilton - Riverside		Meeting & Exhibit Costs
Newcourt Leasing Corporation		Equipment Rental/Lease
Nexxpost		Office Supplies & Expense
Northrop Grumman Space and		Software Expense
Northwest Beverage Service		Maintenance/Repairs
Northwestern University		Subcontracts/Site Fees
NYU School of Medicine		Subcontracts/Site Fees
ORCA		Organization Dues
Pacific Water Services		Equipment Rental/Lease
Park Hyatt Philadelphia		Travel Expense
Parker Services		Outsourced Labor
Patrick Barrell		Staff Training Expense
Paul W. Armstrong		Outside Consultants
Payroll Online Corporation		Outside Accounting Services
Peter J. Kudenchuk, MD		Outside Consultants

Pharmaceutical Edu & Res Inst		Staff Training Expense
PharmacoTherapy Research Inc.		Outside Consultants
Phase Forward Incorporated		Software Expense
Plantscapes, Inc.		Office Supplies & Expense
Pratap Reddy, MD		Outside Consultants
Prince George Hospital Center		Subcontracts/Site Fees
Productivity Card Services		Office Supplies & Expense
Professor Stuart J Pocock		Outside Consultants
PUGET SOUND BUSINESS JOURNAL		Organization Dues
QWEST		Telephone Expense
QWEST DEX		Advertising
R&D Directions		Publications & Subscriptions
Randy Beddow		Maintenance/Repairs
RAPS		Organization Dues
Regence BlueShield		Employee Benefits
Reischling Press Inc.		Printing Expense
Renee Morrison		Employee Benefits - Education
Reprographics Northwest, Inc.		Printing Expense
Retail Services		Office Supplies & Expense
River Cities Cardiology, M.P.C		Subcontracts/Site Fees
Robert Wood Johnson Med School		Subcontracts/Site Fees
Ron Lacy		Office Supplies & Expense
Samedan Limited		Project Expenses
SAS INSTITUTE INC.		Software Expense
Scott S. Emerson		Outside Consultants
Seattle Center Transportation		Parking/Bus Passes
Seattle Mariners		Staff Events
Seattle Society Human Resource		Organization Dues
Sebris Busto James		Legal Fees
SeigeWorks		Software Expense
Selig Real Estate Holdings		Rent Expense
Shamrock Scientific Specialty		Office Supplies & Expense
Shawn Mann		Project Expenses
Shred-it		Office Supplies & Expense
Signsmith		Office Supplies & Expense
SKILLPATH SEMINARS		Staff Training Expense
Society for Clinical Data Mgmt		Organization Dues
Society for Clinical Trials		Organization Dues
Society for Human Resource Mgm		Organization Dues
Society of Clinical Research		Staff Training Expense
Sensational Events		Staff Events
Southwest Florida Heart Group		Subcontracts/Site Fees
St Luke's/Rockvlt Hsp Inst HS		Subcontracts/Site Fees
St. Joseph's Hosp & Med Ctr		Subcontracts/Site Fees
St. Louis University		Subcontracts/Site Fees
Standard Insurance Company		Employee Benefits

Stanford University		Subcontracts/Site Fees
Steven N. Bock		Outside Consultants
Steven Piantadosi		Outside Consultants
Stuart J Pocock		Outside Consultants
Subway Sandwich Shop		Business Meals Expense
Summit Research Services		Outside Consultants
Sweeney Regulatory Consulting		Outside Consultants
Swiftly Printing		Printing Expense
T-Mobile		Telephone Expense
Talent Map		Employee Recruitment
TechSmith		Software Expense
TELESOURCES UNLIMITED		Maintenance/Repairs
Tenrox Corporation		Software Expense
The Bon Marche		Other Expenses
The Cleveland Clinic Foundatio		Subcontracts/Site Fees
The Research Found of SUNY		Subcontracts/Site Fees
THE SEATTLE TIMES		Employee Recruitment
The Seattle Times		Organization Dues
The Strathblane Corporation		Outside Consultants
The Trustees of Columbia Univ		Subcontracts/Site Fees
THE WALL STREET JOURNAL		Publications & Subscriptions
The Wellspring Group		Employee Benefits
The WorkPlace Group Inc.		Outside Consultants
Thomas R. Fleming Ph.D.		Outside Consultants
TriTel Communications		Equipment Rental/Lease
Two Degrees, LLC		Outsourced Labor
U S POSTAL SERVICE		Postage Used
Underwood Research, Inc		Outside Consultants
UNITED PARCEL SERVICE		Shipping/Express Expense
Univ of Alabama at Birmingham		Subcontracts/Site Fees
Univ of MD School of Medicine		Subcontracts/Site Fees
Univ of Pennsylvania Med Cntr		Subcontracts/Site Fees
University of Arizona		Subcontracts/Site Fees
University of Florida		Subcontracts/Site Fees
University of Minnesota		Subcontracts/Site Fees
University of North Carolina		Subcontracts/Site Fees
University of Tennessee		Subcontracts/Site Fees
University of Washington		Project Expenses
University of Washington		Registration Fees
University of Washington		Staff Training Expense
University of Washington		Subcontracts/Sim Fees
Upum Life Ins. Co. of America		Employee Benefits
UP TIME TECHNOLOGY		Maintenance/Repairs
Uppsala Monitoring Centre		Software Expense
USPS/Ascom Hasler		Equipment Rental/Lease
Verizon Wireless		Telephone Expense

VIKING OFFICE PRODUCTS		Office Supplies & Expense
Vision Service Plan		Employee Benefits
VWR International		Registration Fees
Wake Forest Univ Sch of Med		Subcontracts/Site Fees
Washington Dental Service		Employee Benefits
WASHINGTON DEPT OF REVENUE		State P&O Taxes
Wayne State University		Subcontracts/Site Fees
WBBA		Organization Dues
Wells Fargo Financial Leasing		Equipment Rental/Lease
Wellspring Group EAP, Inc.		Employee Benefits
William J. Rogers, M.D., FACC		Outside Consultants
Windrop University Hospital		Subcontracts/Site Fees

TriNet Employer Group International Inc. employment staffing contract
 Meta Solutions, Inc. consulting agreement
 P&G Sleight Consultants
 Payroll OnLine Corporation

All Confidentiality Agreements with third parties relating to the business and the following Open Customer Contracts:

Project ID	Project Name	Manager	Client
ABB350		Kerr	
ABB361		Kerr	
ABB362		Kerr	
AFF888		Nasco-Egnew	
AX021			
BAY121		Shemanski	
BIP431		Ingersoll	
CEP717		Shemanski	
CHI122		Kerr	
CFN180		Ingersoll	
CFN287		Tennyson	
CFN292		Tennyson	
CFN293		Tennyson	
CFN295		Tennyson	
CFN297		Ingersoll	
CFN300		Ingersoll	
WLV182		McBride	
DEN104		Kerr	
DEN112		Hooka	
EFA127		Kerr	
IMX665		Kerr	
INS138		Kerr	
ING134		Shemanski	
MOI139		Shemanski	
MED119		Chandler	
MED144		Chandler	

MED145	[REDACTED]	McBride	[REDACTED]
MTS118	[REDACTED]	Shemanski	[REDACTED]
MOY124	[REDACTED]	Kerr	[REDACTED]
ORI724	[REDACTED]	Kerr	[REDACTED]
PPD434	[REDACTED]	Kerr	[REDACTED]
SGN103	[REDACTED]	Wright	[REDACTED]
SMR435	[REDACTED]	Kerr	[REDACTED]
TGC199	[REDACTED]	Kerr	[REDACTED]
TGC518	[REDACTED]	Ingersoll	[REDACTED]
THR115	[REDACTED]	McBride	[REDACTED]
TRS432	[REDACTED]	Kounalis	[REDACTED]
TRV747	[REDACTED]	McBride	[REDACTED]
UTX125	[REDACTED]	Nasco-Egnew	[REDACTED]
VMR126	[REDACTED]	Kerr	[REDACTED]
VMR210	[REDACTED]	Kerr	[REDACTED]

1/3



Prepaid Expenses as of 9/30/04
Account Number 14000-10AXIO

Schedule 1.1(f)-1

Vendor	Description	Start Date	Months	End Date	Ending Balance
					9/30/2004
Tenrox Licenses	Annual Support Contract	8/24/04	12	8/23/05	1,983.30
SAS License	Annual Software License	10/15/04	12	10/14/05	24,480.00
MedDRA	Purchased Software - pay per use	11/1/03			673.30
Insightful (S+PLUS)	Annual Subscription	4/1/04	12	3/31/05	326.40
Insightful (S+SEQTRIAL)	Annual Subscription	11/1/03	12	10/31/04	54.40
Phase Forward	Annual Software License	7/1/04	12	6/30/05	20,858.30
Phase Forward - Use Tax	Annual Software License - WA State Use Tax	7/1/04	12	6/30/05	1,835.50
Seattle Times	Prepaid Monthly Contract				375.00
					50,566.20

Difference from Trial Balance 0.00



Schedule 1.1(f)

2/3

Long Term Deposits as of 9/30/04
Account Number 18000-10AXIO

Paid To	Date	Amount	Note
Selig Real Estate Holdings Seven	5/27/1999	33,196.00	Consideration paid by Axio to office space Lessor, in accordance with Paragraph 4 of the Fourth and Vince Office Lease
TRINET	8/10/2001	6,000.00	Deposit paid to TRINET for Jon Case employment.

39,196.00

Difference from Trial Balance 0.00

SCHEDULE 1.1(f)

3/3

Schedule 1.1(f)
Credits, Claims for Refunds, Prepaid Expenses, Prepaid Rent,
Deferred Charges, Advance Payments, Security or Other Deposits

Employee Loans

	\$	-
	\$	4.04
	\$	29.81
	\$	9.50
	\$	21.28
	\$	46.27
	\$	-
	\$	-
	\$	1.89
	\$	(0.15)
	\$	84.98
	\$	18.68
	\$	100.28
	\$	36.86
	\$	1.25
	\$	0.44
	\$	24.35
	\$	6.44
	\$	0.20
	\$	53.58
	\$	0.05
	\$	-
	\$	-
	\$	7.20
	\$	-
	\$	-
	\$	-
	\$	-
	\$	16.97
	\$	2.22
	\$	-
	\$	0.26
	\$	-
	\$	21.38
	\$	53.12
	\$	6.79
	\$	14.21
	\$	(12.89)

TOTAL: \$ 560.07

Schedule 1.1(i)(i)

List of trademarks, service marks, service names and registrations and applications for registration, internet domain names, logos, designs, slogans, trade dress and general intangibles of like nature.

USPTO Reg. No. 2439958 for "Axio" owned by Axio Research Corp.

axioresearch.com is registered with Network Solutions and the registration extends to Jan. 2006. The following subdomains:

accelerator.axioresearch.com
www.axioresearch.com
cftdn.axioresearch.com
ww2.axioresearch.com
ctrials.axioresearch.com

Axio trade dress is represented by the following stylized use of the name "Axio", black letters with a blue dot above the "i":

Axio

Schedule 1.1(i)(ii)

List of Patents, Patent Applications and foreign counterparts thereof to be transferred.

Axio Research Corporation IP Patent Applications					
Docket No.	Title	Inventor(s)	Filing Status	Assignee/Applicant	
21-97 (11588)*	Methods & Structure for Integrated Management & Presentation of Pharmaceutical Development Information	Fischer, Alan Eric Lacy, Ronald M.	U.S. Appl. No. 10/708,816 filed 3/26/04 U.S. Provisional Appl. No. 60/458,615 filed 3/28/03 U.S. Provisional Appl. No. 60/471,443 filed 5/16/03 EP Appl. No. 040075442 filed 3/29/04	Solutia Inc. Solutia Inc. Solutia Inc. Solutia Inc.	
21-97 (11593)	Methods & Systems for Clinical Trial Data Gathering & Management	Huggard, Arthur G. Sanford, John D.	U.S. Appl. No. 60/474,453 filed 5/26/04 U.S. Provisional Appl. No. 60/474,455 filed 5/30/03	Solutia Inc. Solutia Inc.	

* This IP is shared with Carbogen AG, a Swiss affiliate of Solutia engaged in contract development and manufacture of pharmaceutical products for third parties. At Closing of the sale of the assets of Axio Research Corporation a one-half undivided ownership interest in this IP will be transferred to the Purchaser along with an Owners' Agreement which reserves exclusive rights of use within each of Axo's and Carbogen's respective business fields and establishes the parties' rights to transfer their ownership interest and their rights to sublicense the technology and consents required.

Schedule 1.1(i)(iii)

Copyrights

NONE

Axio

Schedule 1.1(i)(iv)

Axio Client List

Client Name	City	State	Country	Client Status
[REDACTED]	Abbott Park	IL		Active
[REDACTED]	Persippany	NJ		Active
[REDACTED]	Fremont	CA		Inactive
[REDACTED]				Inactive
[REDACTED]	Oak Brook	IL		Inactive
[REDACTED]	Thousand Oaks	CA		Active
[REDACTED]	Everett	WA		Active
[REDACTED]	Langley	BC	Canada	Inactive
[REDACTED]	Alachua	FL		Active
[REDACTED]	Bridgewater	NJ		Inactive
[REDACTED]	Corvallis	OR		Inactive
[REDACTED]	Haverhill	MA		Inactive
[REDACTED]	Bothell	WA		Inactive
[REDACTED]	West Haven	CT		Active
[REDACTED]	Marburg			Inactive
[REDACTED]	Seattle	WA		Inactive
[REDACTED]	Lake Oswego	OR		Inactive
[REDACTED]	Ridgefield	CT		Active
[REDACTED]	Sunnyvale	CA		Inactive
[REDACTED]	Seattle	WA		Inactive
[REDACTED]	West Chester	PA		Active
[REDACTED]	Concord	CA		Inactive
[REDACTED]	Seattle	WA		Inactive
[REDACTED]	Emeryville	CA		Active
[REDACTED]	San Diego	CA		Inactive
[REDACTED]	Seattle	WA		Inactive
[REDACTED]	Seattle	WA		Active
[REDACTED]	Seattle	WA		Active
[REDACTED]	Seattle	WA		Inactive
[REDACTED]				Inactive
[REDACTED]	Burke	VA		Inactive
[REDACTED]	Seattle	WA		Inactive
[REDACTED]	Andover	MA		Inactive
[REDACTED]	Etobicoke	Ontario	Canada	Inactive
[REDACTED]	Bothell	WA		Inactive
[REDACTED]	Durham	NC		Active
[REDACTED]	Brisbane	CA		Inactive
[REDACTED]	Mountain View	CA		Inactive
[REDACTED]	Houston	TX		Active
[REDACTED]	Mt Vernon	WA		Inactive
[REDACTED]	Seattle	WA		Active
[REDACTED]	Mt. Olive	NJ		Inactive
[REDACTED]	San Antonio	TX		Inactive
[REDACTED]	Dallas	TX		Inactive
[REDACTED]	Redmond	WA		Inactive
[REDACTED]	Vancouver	BC		Inactive
[REDACTED]	Gaithersburg	MD		Active
[REDACTED]	Bethesda	MD		Active
[REDACTED]	Warren	NJ		Active
[REDACTED]	Chapel Hill	NC		Inactive

Axio

Schedule 1.1(f)(iv)
Axio Client List

Client Name	City	State	Country	Client Status
[REDACTED]	Colorado Springs	CO		Active
[REDACTED]	Natick	MA		Inactive
[REDACTED]	Bethesda	MD		Active
[REDACTED]	Seattle	WA		Inactive
[REDACTED]	Seattle	WA		Inactive
[REDACTED]	Redmond	WA		Inactive
[REDACTED]	Mount Vernon	WA		Inactive
[REDACTED]	Seattle	WA		Inactive
[REDACTED]	Seattle	WA		Inactive
[REDACTED]	Redmond	WA		Inactive
[REDACTED]	Abbott Park	IL		Active
[REDACTED]	Seattle	WA		Inactive
[REDACTED]	Irvine	CA		Inactive
[REDACTED]	Seattle	WA		Inactive
[REDACTED]	Bedminster	NJ		Inactive
[REDACTED]	Redmond	WA		Inactive
[REDACTED]	Wilmington	NC		Active
[REDACTED]	Preston	WA		Inactive
[REDACTED]	Vancouver	BC	Canada	Inactive
[REDACTED]	Seattle	WA		Inactive
[REDACTED]	Seattle	WA		Inactive
[REDACTED]	Bothell	WA		Active
[REDACTED]	El Cajon	CA		Active
[REDACTED]	Seattle	WA		Inactive
[REDACTED]	Raleigh	NC		Inactive
[REDACTED]	Bothell	WA		Inactive
[REDACTED]	Redmond	WA		Inactive
[REDACTED]	Redmond	WA		Inactive
[REDACTED]	Seattle	WA		Inactive
[REDACTED]	Seattle	WA		Active
[REDACTED]	San Antonio	TX		Active
[REDACTED]	South San Francisco	CA		Active
[REDACTED]	Seattle	WA		Inactive
[REDACTED]	Monmouth Junction	NJ		Active
[REDACTED]	Sausalito	CA		Inactive
[REDACTED]	Redmond	WA		Inactive
[REDACTED]	Santa Rosa	CA		Active
[REDACTED]	Gainesville	FL		Inactive
[REDACTED]	San Antonio	TX		Active
[REDACTED]	Seattle	WA		Inactive
[REDACTED]	Seattle	WA		Active
[REDACTED]	Seattle	WA		Active
[REDACTED]	Bellevue	WA		Inactive
[REDACTED]	Philadelphia	PA		Inactive
[REDACTED]	Radnor	PA		Inactive
[REDACTED]	Berkeley	CA		Inactive

Schedule 1.2(g) Excluded Property

The name "Solutia Pharmaceutical Services Division"

The Domain Name www.solutia.com

The Solutia Logo

Solutia Enterprise-Wide Licensed Microsoft Software

The property listed on the following pages owned by Third Parties but located at Axio's premises.

[Continued next Page]

Axio Research Corporation
 Government Property Report: AFFIRM (NHLE) Contract No. NO1-HC-55139)

AFFIRM Inventory

Schedule 1 2(g) Continued

10/09/04

Serial Number	Category	Date of Purchase	Description	Cost	NIH Tag Number	Listed on Axio Asset Schedule?	Book Value @ 12/31/01
	Computer Equipment	5/14/1994	Modem (2), US Robotics Sportster	\$ 352.00		No	\$
	Software	4/1/1995	Novell Network V 3.12	\$ 2,199.71		No	\$
	Software	6/1/1995	Telecom data entry	\$ 1,043.00		No	\$
217	Computer Equipment	6/1/1995	Gateway Monitor	\$	1128682	No	\$
214	Computer Equipment	6/1/1995	Gateway PC 2000 P5-120	\$ 3,228.69	1128681	No	\$
	Software	6/2/1995	Salis FAXion Software	\$ 899.00		No	\$
	Computer Equipment	6/14/1995	Gateway Monitor		1128687	No	\$
207	Computer Equipment	6/14/1995	Gateway Monitor		1128650	No	\$
204	Computer Equipment	6/14/1995	Gateway Monitor		1128652	No	\$
201	Computer Equipment	6/14/1995	Gateway Monitor		1128654	No	\$
196	Computer Equipment	6/14/1995	Gateway Monitor		1128685	No	\$
203	Computer Equipment	6/14/1995	Gateway PC 2000 P5-100	\$ 3,290.36	1128651	No	\$
197	Computer Equipment	6/14/1995	Gateway PC 2000 P5-100 CPU	\$ 3,290.36	1128655	No	\$
206	Computer Equipment	6/14/1995	Gateway PC 2000 P5-100	\$ 3,290.36	1128649	No	\$
184	Computer Equipment	6/14/1995	Gateway PC 2000 P5-100	\$ 3,290.36	1128686	No	\$
200	Computer Equipment	7/1/1995	Gateway PC 2000 P5-100 CPU	\$ 3,290.36	1128653	No	\$
	Computer Equipment	7/1/1995	Adaptor, Network	\$ 149.00		No	\$
	Computer Equipment	7/1/1995	Modem (2), fax, Pure Data model	\$ 604.90		No	\$
140	Computer Equipment	6/1/1995	Gateway Monitor 2000		1128684	No	\$
	Computer Equipment	6/1/1995	Gateway Monitor 2000		1190753	No	\$
218	Computer Equipment	6/1/1995	Gateway PC 2000 P5-120	\$ 3,228.69	1128683	No	\$
211	Computer Equipment	6/1/1995	Gateway PC 2000 P5-120	\$ 3,228.69	1190752	No	\$
	Computer Equipment	12/1/1995	Micron PC	\$ 3,615.13	1250177	No	\$
	Computer Equipment	12/1/1995	LaserJet 5 Printer	\$ 3,254.00	1250178	No	\$
	General Office Equipment	12/1/1995	Label Writer	\$ 264.95		No	\$
	Software	12/1/1995	PageMaker Software	\$ 580.00		No	\$
	General Office Equipment	3/1/1996	Martin Yale 121 Folding Machine	\$ 1,587.08		No	\$
	Software	3/1/1996	Delrina WinFAXpro	\$ 484.39		No	\$
	Computer Equipment	4/1/1995	Memory, Simm 117-0298	\$ 1,580.80		No	\$
	Computer Equipment	5/1/1996	Hard Drive, Seagate SCSI-2 ST 1	\$ 1,950.85		No	\$
	Computer Equipment	6/1/1996	Modem Fax, Pure Data model 400	\$ 304.90		No	\$
	Furniture	7/1/1996	98 Compartment Mail Box Shelves	\$ 519.24		No	\$
	Computer Equipment	1/1/1997	Micron Monitor		1264502	No	\$
	Computer Equipment	1/1/1997	Micron Monitor		1264500	No	\$
	Computer Equipment	1/1/1997	Micron PC	\$ 3,318.01	1264499	No	\$

**SCHEDULE 1.3
ASSUMED LIABILITIES**

<i>Creditor</i>	<i>Assumed Liability</i>
Washington Department of Revenue	\$64,277.00
National Institute of Health	\$59,030.79
National Institute of Health	\$3,000.00
National Institute of Health	\$51,094.41
National Institute of Health	\$53,819.14

1/2

Schedule 1.4 Excluded Liabilities

All post bankruptcy petition liabilities

Incentive Payments Payable
Account Number 20500-10AXIO

Month				Total
Jan-04	2,153.00	960.00	862.00	3,975.00
Feb-04	2,153.00	960.00	862.00	3,975.00
Mar-04	2,153.00	960.00	862.00	3,975.00
Apr-04	2,153.00	960.00	862.00	3,975.00
May-04	2,153.00	960.00	862.00	3,975.00
Jun-04	4,046.56	1,804.32	1,620.13	7,471.00
Jul-04	4,046.56	1,804.32	1,620.13	7,471.00
Aug-04	4,046.56	1,804.32	1,620.13	7,471.00
Sep-04	4,046.56	1,804.32	1,620.13	7,471.00
				49,759.00

Accrued Vacation as of September 30, 2004
Account Number 24000-10AXIO

Employee ID	Last Name	First Name	Dcpt	Desc	Balance
1			100	VacN	6160.4
7			100	Vac	2570.87
9			100	Vac60	2040.36
10			100	Vac	3837.56
16			100	Vac80	8734.8
17			100	Vac90	10499.18
22			100	Vac	4732.79
23			100	Vac80	3354.87
24			100	Vac	2761.81
32			100	Vac	1632.14
33			100	VacN	3169.35
42			100	VacN	1586.2
51			100	VacN	4553.87
54			100	Vac	1605.24
57			100	Vac	0
63			100	Vac60	2087.53
69			100	Vac	15847.54
83			100	Vac	1411.2

10/21/2004 18:55 FAX 314 674 1585
10/20/04 WED 02:17 FAX 206 467 8408

SOLUTION PUBLIC AFFAIRS
ATER WYNN

034

SCH 1.4
EXCLUDED LIABILITIES

2/2

		100	Vac80	978.52
84		100	VacN	1064.98
90		100	VacN	392.71
94		100	VacN60	480
95		100	Vac	1824.45
98		100	VacN	1226.22
97		100	Vac	2295.21
89		200	Vac	2512.5
74		200	Vac	2153.85
100		300	Vac	3510.74
86		400	Vac	2812.45
67				
				95,636.70

Schedule 2.2(a)

Owners' Agreement

Schedule 2.2(a) Intellectual Property Owners' Agreement

This Agreement is made this ____ day of _____, 2004 by and between Solutia Inc. ("Solutia"), a Delaware corporation with principal offices located at 575 Maryville Centre Drive, St. Louis, MO 63141, U.S.A., and Axio Research Acquisition Company LLC, a Washington corporation with principal offices located at 14101 SW Pohl Road, Vashon Island, WA 98070.

WHEREAS, Solutia owns the rights to U.S. Patent Application No. 10/708,816, filed March 26, 2003 and to European Patent Application No. 040075442, filed March 29, 2004, each entitled "Methods & Structure for Integrated Management & Presentation of Pharmaceutical Development Information" (the "Patent Applications," with any patents that issue from such applications, including any divisionals, continuations, and continuations-in-part with respect thereto, referred to hereinafter as the "Patents");

WHEREAS Axio, a wholly owned subsidiary of Solutia, practices the inventions and art described in the Patent Applications in order to carry out Axio's business of providing biostatistics and data management services in support of clinical trials for corporate, academic and government clients (the "Axio's Business"); WHEREAS Solutia, acting through its indirect wholly owned affiliate, Carbogen AG, a corporation organized under the Laws of Switzerland ("Carbogen") practices the inventions and art described in the Patent Applications in order to carry out Carbogen's business of supplying process research and rapid supply of active pharmaceutical ingredients prepared to cGMP standards (the "Carbogen Business");

WHEREAS Axio is selling substantially all of its assets and the Axio Business to Axio Research Acquisition Company, LLC and Axio Research Acquisition Company, LLC, after its Purchase of the Axio Business will have the continuing need to practice such inventions and art so as to be able to continue to be engaged in Axio's Business and.

WHEREAS in order to secure for Axio Research Acquisition Company, LLC the right to continue to practice the invention and arts described in the Patent Applications within the scope of Axio's Business, Solutia therefore wishes to assign to Axio Research Acquisition Company, LLC, and Axio Research Acquisition Company, LLC wishes to obtain, an undivided one-half ownership interest in the Patent Applications and in any Patents that issue, and each of the parties wishes to establish and define and confine their continuing rights under the Patent Applications and any Patents that issue within the scope of their respective businesses.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. For good and valuable consideration, the receipt of which is hereby acknowledged, Solutia hereby assigns, transfers and conveys, and Axio Research Acquisition Company, LLC hereby accepts, an undivided one half interest in the Patent Applications and the Patents when issued, subject to the follow terms and conditions. Each party agrees to cooperate in order to record their respective ownership interests in the Patent Applications, and the Patents when issued and to execute and deliver any all such documents as may necessary to record such interests with the respective and appropriate Patent registration offices or authorities. The parties each agree to bear one-half of the costs of prosecution of the Patent Applications incurred after the date hereof and of the maintenance and similar fees related to the Patents when issued. Neither party hereto shall have any obligation to account to the other for, or share with the other, any profits, revenues or other amounts earned or received by such party as a result of or in connection with any use, sale, license, assignment or other exploitation of any of the Patent Applications or Patents when issued or any rights thereunder, provided that such use, sale, license, assignment or other exploitation is permitted hereunder.

2. Axio Research Acquisition Company, LLC agrees to limit its use and practice of the inventions and art described in the Patent Applications and the Patents when issued solely within the scope of the Axio Business and further agrees that it shall only assign, convey and transfer any part or all of, and shall only issue licenses under, its one half ownership interest in the Patent Applications or the Patents when issued to third parties solely for use and practice within the scope of the Axio Business.

3. Solutia agrees to limit its use and practice of the inventions and art described in the Patent Applications and the Patents when issued solely within the scope of the Carbogen Business and shall only assign, convey and transfer any part or all of, and shall only issue licenses under, its one half ownership interest in the Patent Applications or the Patents when issued to third parties solely for use and practice within the scope of the Carbogen Business.

4. (a) Axio Research Acquisition Company, LLC's patent counsel shall assume the prosecution of the Patent Applications, including, without limitation, by responding to communications and actions from the Patent and Trademark Office or other appropriate patent agency, addressing declared interferences, and otherwise; provided that Solutia shall be afforded a reasonable period of time to review and comment with respect to any proposed response, communication or other action before such response, communication or other action is sent or taken by such counsel. Further, if such response, communication or action is reasonably likely to affect any claims or other aspects of the Patents when issued that relate to the Carbogen Business, Axio Research Acquisition Company, LLC shall endeavor, to the extent reasonably practicable, to provide Solutia at least twenty (20) days to review such proposed

response, communication or other action, and Solutia shall have the right to propose any changes to or withhold any such response, communication or other action..

(b) If either party (the "Defaulting Party") fails (i) to bear its aliquot share of the prosecution of the Patent Applications or the maintenance and annuities associated with the Patents when issued or (ii) to execute and deliver such documents, agreements and other formalities required by any Patent registration authority or when reasonably requested by the other party, such action or failure to act by the Defaulting Party, if not cured by appropriate payments or deliveries within thirty days following receipt of notice from the other party that payments, costs or actions are required, shall constitute the Defaulting Party's agreement, without further consideration of any nature, to transfer its undivided ownership interest in the Patent Applications and Patents when issued to the other party; and in such event the Defaulting Party hereby undertakes, covenants and agrees to execute and deliver such conveyances, assignments and transfer and other documents as shall be sufficient to transfer to the other party all right, title and interest held by the Defaulting Party in and to the Patent Applications, or as applicable, the Patents and to register or record such transfer of the Defaulting Party's entire ownership interest in the Patent Applications, or, as applicable, the Patents to the other party in the applicable Patent registration authority's records.

5. In the event that either party (the "Enforcing Party") undertakes at its sole expense to enforce its rights under the Patents when issued against a third party in its reserved field of use hereunder, the other party hereby provides its consent to such enforcement activities and undertakes, covenants and agrees to deliver to the Enforcing Party such written consents or other documents as may be required in any jurisdiction in order to carry out an enforcement action and further shall not impede, hinder, otherwise obstruct or aid and abet the third party against which enforcement is sought. Notwithstanding the foregoing to the contrary, the non-enforcing party may elect to join the Enforcing Party in any enforcement action provided that it agrees to bear one-half of the costs and expenses of such action, including, without limitation, reasonable attorneys' and expert witnesses' fees. If the non-Enforcing Party does not elect to join, it shall not be entitled to receive any damages or other amounts awarded in such action, and hereby assigns and transfers any interest it may have in any such award to the Enforcing Party. If the non-Enforcing Party does elect to join, any damages or other amount awarded shall be allocated among the parties, first, to reimburse them in equal proportion for any costs incurred in pursuing such action, and, second, if such award exceeds such costs, such excess shall be equitably apportioned among the parties based on the relative amount of damages suffered by each. If the non-enforcing party fails to provide any written consents or other documents reasonably required by the Enforcing Party to carry-out its enforcement action, such action or failure to act by the non-enforcing party, if not cured by appropriate deliveries within thirty days following receipt of notice from the Enforcing Party that actions are reasonably required, shall constitute the non-enforcing party's agreement, without further consideration of any nature, to

transfer its undivided ownership interest to the Enforcing Party; and in such event the non-enforcing party hereby undertakes, covenants and agrees to execute and deliver such conveyances, assignments and transfer and other documents as shall be sufficient to transfer to the Enforcing Party all right, title and interest held by the Enforcing Party in and to the Patents when issued and the registration of such transfer of the non-enforcing party's entire ownership interest in the Patents to the Enforcing Party in the applicable Patent registration authority's records.

6. Each party agrees not to assign, convey, or otherwise transfer any part of all of, nor shall it issue licenses under, its respective one half ownership interest in the Patent Applications or the Patents when issued to a third party for use and practice outside the collective scope of the Carbogen Business and the Axio Business together without the written consent of the other party hereto, such consent not to be unreasonably withheld or delayed; provided, however, that Axio Research Acquisition Company, LLC shall not be required to consent to any assignment, conveyance, transfer or license to a third party unless the third party agrees not to use or practice the inventions and art described in the Patent Applications and Patents when issued within the scope of the Axio Business, and Solutia shall not be required to consent to any assignment, conveyance, transfer or license to a third party unless the third party agrees not to use or practice the inventions and art described in the Patent Applications and Patents when issued within the scope of Carbogen Business.

7. Any assignment, conveyance, transfer or license of the Patent Applications or the Patents when issued purported to be made or issued by a party hereto or by any assignee, licensee or other successor to the interest of such party hereto in contravention of the agreements and undertakings herein set forth shall be null and void *ab initio*, and the other party shall be entitled to seek injunctive relief as well as damages from the party hereto or third party attempting to effect such assignment, conveyance, transfer or license.

8. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by facsimile, upon written confirmation of receipt by facsimile, (b) on the first Business Day following the date of dispatch if delivered by a recognized next-day courier service or (c) on the earlier of confirmed receipt or the fifth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

(a) if to the Seller, to:

c/o Solutia, Inc.

575 Maryville Center Dr. - 3N
St. Louis, Missouri 63141, U.S.A.
Attention: Jerome Crowley

Facsimile: (314) 674-4148

(b) if to Axio Research Acquisition Company, LLC, to:
Attention:
Facsimile:

Either party hereto may provide written notice of a change in any of the notification addresses, telephone or fax numbers or the name of the person to whom the notice is to be made "Attention/Of."

9. This Agreement constitutes the entire agreement, and supersedes all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings among the parties with respect to the subject matter of this Agreement

10. This Agreement shall be binding upon and inure solely to the benefit of each of the parties and their respective successors and assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

11. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions, undertakings and limitations contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York.

12. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by any other party or its successors or assigns may be brought and determined in any New York State or federal court sitting in the Borough of Manhattan in The City of New York (or, if such court lacks subject matter jurisdiction, in any appropriate New York State or federal court), and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any action, suit or proceeding relating thereto except in such courts). Each of the parties further agrees to accept service of process in any manner permitted by such courts. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, (a) any claim that it is not personally

subject to the jurisdiction of the above-named courts for any reason other than the failure lawfully to serve process, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) to the fullest extent permitted by Law, that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

13. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

14. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each of the parties shall be entitled to specific performance of the terms hereof, including an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any New York State or federal court sitting in the Borough of Manhattan in the City of New York (or, if such court lacks subject matter jurisdiction, in any appropriate New York State or federal court), this being in addition to any other remedy to which they are entitled at law or in equity. Each of the parties further hereby waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any law to post security as a prerequisite to obtaining equitable relief.

15. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

16. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

17. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

18 This Agreement may be executed by facsimile signature and a facsimile signature shall constitute an original for all purposes. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SOLUTIA INC.

By:
Name:
Title:

Axio Research Acquisition Company, LLC

By:
Name:
Title:

Schedule 2.4

Allocation of Consideration

T/S/D

Schedule 3.3

Required Governmental Consents and Approvals

United States Bankruptcy Court, Southern District of New York

10/21/2004 18:59 FAX 314 674 1585

SOLUTIA PUBLIC AFFAIRS
ATER WYNNE

048

1/20/04 WED 02:18 FAX 206 467 8406

SCHEDULE 6.3(d)
EMPLOYEES

1. Lee Hooks
 2. Jon Case
 3. Brian Ingersoll
 4. Elena Te
 5. Bill Miller
 6. Lynn Shemanski
 7. Ruth McBricde
 8. David Kerr
-

Exhibit A
Order of Bankruptcy Court