

ATTACHMENT

Description of Property to be sold:

All right, title, and interest of the Chapter 7 bankruptcy estate of Ten Technology, Inc. ("Debtor) in substantially all of the tangible and intangible property in which the Debtor had an interest as of the commencement of the Chapter 7 case. The following description of the property included in the sale is based on the description of property contained in the Debtor's Schedules of assets:

ALL INTELLECTUAL PROPERTY, including without limitation the following:

Patents

<u>Country</u>	<u>Patent No./ Appl. No.</u>	<u>Issue or Filing Date</u>	<u>Title</u>
USA	60/462663	04/14/03	Method Of Adding Wireless Remote Control To Audio Playback Devices Equipped For Wired Remote Control
USA	10/752247	01/05/04	Method Of Adding Wireless Remote Control To Audio Playback Devices Equipped For Wired Remote Control
Patent Coop Treaty	US04/11633	04/14/04	Method Of Adding Wireless Remote Control To Audio Playback Devices Equipped For Wired Remote Control
USA	D534896	01/09/07	Audio Player Remote Control System
USA	D518030	03/28/06	Remote Control Unit For A Multimedia Device Remote Control System

USA	60/645657	01/20/05	Mounting And Connector System For Portable Audio Player
USA	11/336628	01/20/06	Mounting System For Multimedia Playback Devices

Trademarks (Various Countries)

Navipod	Naviflex
Naviplay	Navigear
IRide	Navipro
Navidock	Ten & Design

The Trustee makes no representation as to the status of any registration or application.

ALL EQUIPMENT, OFFICE FURNISHINGS AND TANGIBLE PROPERTY,
including without limitation the following:

<u>Property</u>	<u>Scheduled Value</u> (Per Debtor's Schedule B)
Office Furnishings	\$23,126.82
Office Equipment	\$285,428.00

The Trustee has not been able to locate or inspect any such equipment and furnishings and can give no greater detail than provided in the Debtor's Schedule B.

ALL ACCOUNTS RECEIVABLE AND OTHER CAUSES OF ACTION.

The Debtor's Schedule B lists accounts receivable of \$20,115.00 but provides no detail as to the identity of the account debtor and the Trustee has no additional information. The Debtor's Schedule B does not identify any causes of action and the Trustee has no information as to the existence of nature of any viable causes of action.

INVENTORY.

All inventory, including the following items as reflected in the Debtor's Schedule B and to the extent whereabouts may be determined: (i) finished naviPro ex Remote Control (2,000 units); (ii) finished flexible Dock for iPod (1,000 units); (iii) finished naviPlay Bluetooth Stereo Headset Kits (2,000 units); (iv) finished naviBluetooth Stereo Adaptors (Motorola version) (30,000 units); (v) finished naviGear Lanyard Headphones for iPod Shuffle (900 units); (vi) finished naviPro ex mini Remote Control for iPod Mini (8,000 units); (vii) parts & components for naviPlay Bluetooth Stereo Adaptors (55,700 units); (viii) parts & components for flexible Dock for iPod (7,000 units); (ix) parts & components for naviFlex (3,400 units); and (x) parts & components for Li-Poly batteries (10,000 units).

The Debtor's Schedule B lists the estimated aggregate value of the items of inventory listed above as \$2,553,166.00. However, the Trustee has neither seen nor has any knowledge regarding the whereabouts of the items of inventory.

ALL DEPOSIT ACCOUNTS, including a deposit account with City National Bank with a balance of \$20,000.00. Flextronics claims the funds in the account are its cash collateral.

ALL CLAIMS AND CAUSES OF ACTION (EXCEPT FOR AVOIDANCE ACTIONS), INCLUDING CLAIMS FOR INFRINGEMENT.

The Debtor's Schedules do not list any such claims and the Trustee has no knowledge of any such claims.

ALL BUSINESS RECORDS AND CUSTOMER LISTS.

The Debtor's Schedules do not list any business records or customer lists and the Trustee has no information concerning such records.

ALL RIGHTS UNDER CONTRACTS AND AGREEMENTS.

The Debtor's schedules do not list any contract rights as assets or any executory contracts and the Trustee has no knowledge of any such contract rights.

Note, the Trustee will not deliver possession of any tangible property that is to be sold and does not warrant that such property exists or can be located.

Terms and Conditions of Sale:

The sale will be on an "as is" and "where is" basis without any representations and/or warranties whatsoever subject to Bankruptcy Court approval and overbid. Moreover, the Trustee proposes to sell the Purchased Assets free and clear of all liens and interests pursuant to 11 U.S.C. §363(f).

Overbid Procedure:

While the Trustee is prepared to accept the offer for the Purchased Assets as set forth above, he is also interested in obtaining the maximum price for the same. Accordingly, the Trustee requests that the Court authorize him to implement an overbid procedure regarding the sale of the Purchased Assets at the hearing on the Sale Motion in the manner set forth below.

In order for any party to participate in an overbid procedure regarding the acquisition of the Purchased Assets, the Trustee requests that the parties comply with the following provisions:

a. Each party (including Flextronics Corporation fka Solectron Corporation (collectively, "Buyer" or "Flextronics")) must be present either physically or telephonically at the hearing on the Motion or represented by an individual or individuals with the authority to participate in the overbid process;

b. The bidding for the Purchased Assets shall begin at \$1,676,000.00 (i.e., \$76,000.00 (\$1,000.00 above the Purchase Price) + \$1,600,000.00 (Buyer's initial credit bid) = \$1,676,000.00) with overbids being made in minimal increments of \$500.00;

c. If appropriate and at its sole discretion, the Buyer may increase its credit bid up to the amount of its secured claim of \$3,176,296.11;

d. All overbids (except those of the Buyer who holds a blanket lien on all of the Purchased Assets and a secured claim against the estate totaling \$3,176,296.11) shall be 100% cash consideration;

e. Any party participating in the overbid process shall not be precluded from continuing to make bids after initially passing his/her/its turn or turns to overbid; and

f. Each party (including the Buyer) must pay the full amount of the successful bid to the Trustee pursuant to the terms of the Asset Purchase Agreement ("Agreement") (See Exhibit "D" attached to the Sale Motion). In the event that the Buyer is not the successful bidder of the Purchased Assets, the successful bidder shall then become the Buyer under the same terms and conditions as set forth in the Agreement and shall waive all contingencies regarding the purchase of the Purchased Assets. Moreover, if the Buyer is not the successful bidder of the Purchased Assets, notwithstanding any of the terms stated herein and the Agreement, (a) the estate shall be entitled to receive the Purchase Price of \$75,000.00 and (b) the Buyer shall be entitled to claim (to the extent available after payment of \$75,000.00 to the estate) the entire amount of its claim totaling \$3,176,296.11 from the sale proceeds.