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Our reference
BS RZN 02 1411 7933

2 March 2007

BY FACSIMILE: 1900 999 279

Company Announcements Office
Australian Stock Exchange Limited
Level 4
20 Bridge Street
SYDNEY NSW 2000

**Acument Global Technologies, Inc – substantial holder notice for TZ Limited
(ASX:TXL)**

We act for Acument Global Technologies, Inc. (**Acument**).

In accordance with section 671B(1) of the *Corporations Act 2001* (Cth), on behalf of Acument we enclose a substantial holder notice dated 28 February 2007 in relation to TZ Limited.

Yours faithfully



SYDNEY
MELBOURNE
BRISBANE
PERTH
CANBERRA
PORT MORESBY
SHANGHAI

Associated Office
JAKARTA

202094776_1

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme	TZ Limited
ACN/ARSN	073 979 272 This notice is given by Acument Global Technologies, Inc. and each entity named in the list of 4 pages annexed to this notice and marked A.
1. Details of substantial holder (1)	
Name	Acument Global Technologies, Inc. and each entity named in the list of 4 pages annexed to this notice and marked A.
ACN/ARSN (if applicable)	N/A
The holder became a substantial holder on	23/1/07
2. Details of voting power	
The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:	

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary Shares	19,362,404	19,362,404	10.16%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Acument Global Technologies, Inc.	Placement of the securities on Australian Stock Exchange Limited (ASX) pursuant to Asset Transfer Agreement of 21 pages dated 22/1/07 a copy of which accompanies this notice and is marked B.	19,362,404 ordinary shares
Entities listed in Annexure A	Taken under section 608(3)(b) of the Corporations Act to have a relevant interest by reason of having control of Acument Global Technologies, Inc., or taken under section 608(3)(a) of the Corporations Act to have a relevant interest by reason of King holding Corporation having voting power above 20% in Acument Global Technologies, Inc.	19,362,404 ordinary shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Acument Global Technologies, Inc.	Acument Global Technologies, Inc.	Acument Global Technologies, Inc.	19,362,404 ordinary shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)	Class and number of securities
See Annexure B	As above	See Annexure B	19,362,404 ordinary shares

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

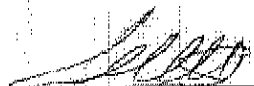
Name and ACN/ARSN (if applicable)	Nature of association
See Annexure A	See Annexure A

7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
See Annexure A	See Annexure A

Signature

print name		capacity	Authorised signatory
sign here	/ John E. Clark	date	10/2/2007

DIRECTIONS

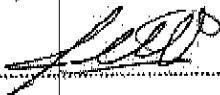
- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations; or the manager and trustee of an equity trust); the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying the contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Annexure "A"

This is the Annexure of 4 pages marked "A" referred to in the form 503 Notice of initial substantial holder

Signed by me and dated February 2007



1. Holder

Name	Address
Acument Global Technologies, Inc.	840 W. Long Lake, Troy, Michigan 48098 United States

2. Bodies corporata controlled by Acument Global Technologies, Inc.

Name	Address
Acument Global Technologies B.V.	Teleportboulevard 140, Amsterdam, 1043 EJ, Netherlands
Acument Intellectual Properties, LLC	c/o Platinum Equity, LLC, 360 North Crescent Drive, South Building, Beverly Hills, California 90210 United States
Avdel Holding Limited	c/o Jordans Limited, 20-22 Bedford Row, London, WC1R 4JS U.K.
Avdel International B.V.	EQ Management Services B.V., Atrium, Strawinskylaan 3105, Amsterdam 1077 ZX, The Netherlands
Avdel UK Limited	c/o Jordans Limited, 20-22 Bedford Row, London, WC1R 4JS U.K.
Avdel USA LLC	614 NC Highway 200 South, Stanfield, North Carolina 28163 United States
Avdel Deutschland GmbH	Avdel Deutschland GmbH, Klusriede 24, 30851 Langehagen, Germany
Burkland Inc.	6520 South State Road, Goodrich, Michigan 48438 United States
Camcar LLC	4366 N Old US Highway 31, Rochester, IN, 46975-8322 United States
Camcar de Mexico, S.A. de C.V.	Galicia y Robles, S.C., Torre del Bosque Blvd. Manuel Avila Camacho 24, Piso 7 Col. Lomas de Chapultepec 11000 México, D.F.
Cherry Aerospace LLC	224 East Warner Avenue, Santa Ana, California 92707 United States
Ejot & Avdel System AB	Ejot & Avdel System AB, PO Box 9013, SE-700 09 Örebro, Sweden
Elco Fastening Systems LLC	c/o Acument Global Technologies, Inc., 840 W. Long Lake, Troy, Michigan 48098 United States
Flexalloy de Mexico, S. de R.L. de C.V.	Cachaux, Cavazos & Newton, LLP, 333 Convent St., San Antonio, Texas. 78205-1548 USA

Name	Address
Flexalloy Inc.	555 Mondial Pkwy, Streetsboro, Ohio 44241 United States
Flexalloy Partner Sourcing, S. de R.L. de C.V.	Cacheaux, Cavazos & Newton, LLP, 333 Convent St., San Antonio, Texas, 78205-1348 USA
King Holding Corporation	c/o Platinum Equity, LLC, 360 North Crescent Drive, South Building, Beverly Hills, California 90210 United States
King Holding France I SAS	21/23 Rue Balzac, Paris, 75008, France
King Holding France II SAS	21/23/25 Rue Balzac, Paris, 75008, France
King Holding Germany GmbH	Augustenthaler Strasse 87, 56567 Neuwied, Germany
King Holding I SARL	c/o Pierre Metzler 69, Boulevard de la Petrusse, L-2320, Luxembourg
King Holding II SARL	c/o Pierre Metzler, 69, Boulevard de la Petrusse, L-2320 Luxembourg
King Holding IP Limited	Arthur Cox Building, Earlsfort Terrace, Dublin, 2, Ireland.
King Holding US Corporation	c/o Platinum Equity, LLC, 360 North Crescent Drive, South Building, Beverly Hills, California 90210 United States
Metalurgica Norte de Minas Ltda.	Textron Fastening Systems do Brasil S.A., Av. Mofarrej, 971, 05311-904 - São Paulo Brazil
Ring Screw LLC	c/o Acument Global Technologies, Inc., 840 W. Long Lake, Troy, Michigan 48098 United States
Rodberg Unterstutzungseinrichtung GmbH	Rodberg Unterstutzungseinrichtung GmbH Augustenthaler Strasse 8, 56567 Neuwied Germany
Textron (Guangzhou) Fastening Systems Company Ltd (in process of changing name to Acument Guangzhou Company Ltd.)	Textron Fastening Systems Guangzhou Ltd., Room 1010, 10/F., Metro Plaza, 183, Tian He Bei Road, Guangzhou, China
Acument Malaysia SDN. BHD	Ee Ling Tan, Tay & Partners, Suite 6.01, Plaza Sec Hoy Chan, Jalan Raja Chulan, 50200 Kuala Lumpur
Textron Fastening Systems (Wuxi) Co., Limited (in process of changing name to Acument Fastening Systems (Wuxi) Co., Ltd.)	Textron Fastening Systems, No.1 Standard factory building, Block C, Mechanical & Electrical Industry Park, Xi Xia Road Wuxi, Jiangsu, 214028, China
Acument Asia Pacific (Pte) Ltd.	Allen & Gledhill, One Marina Boulevard #28-00, Singapore 018989
Acument Canada Limited	1155 René-Levesque Blvd, West 40th Floor Montreal, Québec H3B 3V2 Canada
Acument China Limited	Tricolor Services Ltd., 28/F. BEA Harbour View Centre, 56 Gloucester Road, Wanchai, Hong Kong
Acument Brasil Sistemas de Fixação S.A.	Textron Fastening Systems do Brasil S.A. Av. Mofarrej, 971 05311-904 - São Paulo, Brazil
Acument GIE	Acument GIE, 41, rue le Corbusier 94046 CRETEIL France

Name	Address
Acument Japan Kabushiki Kaisha	Acument Japan Kabushiki Kaisha, 2-5-2, ShinYokohama, Kohoku-ku, Yokohama, 222-0033, Japan
Acument Korea Ltd.	Kim & Chang, 223 Naeja-dong, Jongno-gu, Seoul 110-720, Korea
Acument Australia Pty Ltd.	The Hillcrest Group Pty. Ltd., c/o Textron Fastening Systems, 891 Wellington Road, Rowville, Victoria 3178.
Acument Shared Services Centre S.N.C.	Acument Shared Services Centre S.N.C., 41 rue le Corbusier, EUROPARC, 94046 CRETEIL France
Acument Amiens S.A.S.	Acument Amiens S.A.S., 41 rue le Corbusier, EUROPARC, 94046 CRETEIL France
Acument Bonnacil sur Marne S.A.R.L.	Acument Bonnacil sur Marne S.A.R.L., 41 rue le Corbusier, EUROPARC, 94046 CRETEIL France
Acument Créteil S.A.S.	Acument Créteil S.A.S., 41 rue le Corbusier, EUROPARC, 94046 CRETEIL France
Acument Fournies S.A.S.	Acument Fournies S.A.S., 41 rue le Corbusier, EUROPARC, 94046 CRETEIL France
Acument La Bridoire S.A.R.L.	Acument La Bridoire S.A.R.L., 41 rue le Corbusier, EUROPARC, 94046 CRETEIL France
Acument La Ferté Fresnel S.A.S.	Acument La Ferté Fresnel S.A.S., 41 rue le Corbusier, EUROPARC, 94046 CRETEIL France
Avdel France S.A.S.	Avdel France S.A.S., 41 rue le Corbusier, EUROPARC, 94046 CRETEIL France
Acument Vernouillet S.C.I.	Acument Vernouillet S.C.I., 41 rue le Corbusier, EUROPARC, 94046 CRETEIL France
Acument Vieux Conde S.A.S.	Acument Vieux Conde S.A.S., 41 rue le Corbusier, EUROPARC, 94046 CRETEIL France
Acument/Tri-Star Corp., Limited	East Asia Corporate Services BVI Limited, East Asia Chambers, P. O. Box 901, Road Town Tortola, British Virgin Islands
Avdel Spain S.A. Registered	Emilio Santos Sastre, Juan de Mená no 25 28014 Madrid, Spain.
Avdel Italia S.r.l.	Marco Brescia, JB Avvocati, Via Brera 6 - 20121, Milano, ITALY
Acument Beteiligungs-GmbH	Acument Beteiligungs-GmbH Augustenthaler Strasse 87 56567 Neuwied, Germany
Acument GmbH & Co. OHG	Acument GmbH & Co. OHG Augustenthaler Strasse 87, 56567 Neuwied Germany
Acument Fastening Systems LLC	840 W. Long Lake, Troy, Michigan 48098, United States
Wolverine Metal Specialties Inc.	1013 Thorez Road, Jackson, Michigan 49201-8903, United States

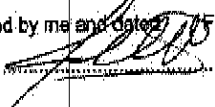
3. Address of bodies corporate/entities controlling Acument Global Technologies, Inc. and bodies corporate controlled by such a body corporate

Name	Address
King Holding Corporation	360 North Crescent Drive, South Building, Beverly Hills, CA 90210, United States
Platinum Equity Partners, LLC	360 North Crescent Drive, South Building, Beverly Hills, CA 90210, United States
Platinum Equity Investment Holdings, LLC	360 North Crescent Drive, South Building, Beverly Hills, CA 90210, United States
Platinum Equity, LLC	360 North Crescent Drive, South Building, Beverly Hills, CA 90210, United States
Platinum King Principals, LLC	360 North Crescent Drive, South Building, Beverly Hills, CA 90210, United States
Tom T Gores	c/o Platinum Equity, LLC, 360 North Crescent Drive, South Building, Beverly Hills, CA 90210, United States

Annexure "B"

**This is the Annexure of 22 pages marked "B" referred
to in the form 603 Notice of initial substantial holder**

Signed by me and dated 27 February 2007



(copy Asset Transfer Agreement attached)

ASSET TRANSFER AGREEMENT

among

TZ LIMITED,

TELEZYGOLOGY INC.,

and

ACUMENT GLOBAL TECHNOLOGIES, INC.

Dated as of January 22, 2007

ASSET TRANSFER AGREEMENT

This ASSET TRANSFER AGREEMENT (this "Agreement") is made as of the 22nd day of January, 2007, among TELEZYGOLOGY INC., a Delaware corporation, having a place of business at 350 N. LaSalle Street, Suite 1100B, Chicago, Illinois, USA 60610 ("Purchaser"), TZ LIMITED, an Australian corporation, having a place of business at Level 12, 37 Bligh Street, Sydney, NSW Australia ("Purchaser's Parent"), and ACUMENT GLOBAL TECHNOLOGIES, INC., a Delaware corporation, having a place of business at 840 West Long Lake Road, Suite 450, Troy, Michigan, USA 48098 ("Seller"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in Appendix I.

RECITALS

WHEREAS, Purchaser and Textron Fastening Systems Inc. (predecessor-in-interest to Seller) ("TFS") entered into a certain Exclusive Technology Partnership and License Agreement on December 20, 2004 (the "License Agreement"), to (i) jointly identify commercial applications for Intelligent Fastening Technology and to (ii) collaborate on the development, marketing and commercialization of products based on Intelligent Fastening Technology for such identified commercial applications; and

WHEREAS, each of Purchaser and Seller no longer desire to perform their respective obligations under the License Agreement; and

WHEREAS, in furtherance of the foregoing, Purchaser desires to acquire and assume from Seller, and Seller desires to sell, transfer and assign to Purchaser, the Purchased Assets; and

WHEREAS, as a result of entering into this Agreement, and as a condition to consummating the transactions contemplated hereunder, Purchaser and Seller shall terminate the License Agreement, and release each other from its respective obligations thereto, simultaneously with the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

Section 1.1 Purchase and Sale of Assets. At the Closing, on the terms and subject to the conditions set forth in this Agreement, Purchaser shall purchase, acquire and accept from Seller, and Seller shall sell, transfer, assign, convey and deliver to Purchaser, all of Seller's right, title and interest in, to and under the Purchased Assets free and clear of all Liens. As used herein, "Purchased Assets" means:

(a) all proto-types, models, customer demonstration kits (e.g., "E-kits") developed using Intelligent Fastening Technology; and

(b) all marketing, advertising, promotional or design Documents relating to Intelligent Fastening Technology.

Other than the Purchased Assets, Purchaser is not acquiring any other property of Seller whatsoever.

Section 1.2 Relinquishment of Rights to Intelligent Fastening Technology. Seller hereby relinquishes all right, title and interest of Seller to Intelligent Fastening Technology and IFT Intellectual Property, including, without limitation, any rights granted to Seller under the License Agreement.

Section 1.3 No Assumption of Liabilities. Purchaser shall have no obligation to assume and shall not assume any Liabilities of Seller other than those Liabilities expressly assumed by Purchaser pursuant to Section 5.1 hereof.

Section 1.4 Bulk Sales Laws. Purchaser hereby waives compliance by Seller with the requirements and provisions of any "bulk-transfer" Laws that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Purchaser.

ARTICLE II

CONSIDERATION

Section 2.1 Consideration. The aggregate consideration to be paid by Purchaser to Seller for the Purchased Assets shall be (i) Two Hundred Thousand Dollars in United States currency (US\$200,000) (the "Cash Consideration") and (ii) Nineteen Million Three Hundred Sixty Two Thousand Four Hundred Four (19,362,404) shares of Purchaser's Parent Shares (the "Stock Consideration").

Section 2.2 Payment of Consideration. Within two (2) Business Days of the Closing Date, Purchaser shall deliver to Seller by wire transfer of immediately available funds the Cash Consideration. Within five (5) Business Days of the Closing Date, Purchaser's Parent shall (i) issue and deliver to Seller the Stock Consideration consisting of a certified extract from the minutes of a meeting of the directors of Purchaser's Parent evidencing the issuance to Seller of Nineteen Million Three Hundred Sixty Two Thousand Four Hundred Four (19,362,404) shares of Purchaser's Parent Shares, and a Holding Statement with respect to such Purchaser's Parent Shares, and (ii) apply for immediate quotation upon the Australian Stock Exchange of such Purchaser's Parent Shares, and in respect of the issuance shall give to the Australian Stock Exchange a notice complying with Section 708A(6) of the Corporations Act 2001 of the Commonwealth of Australia.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser that:

Section 3.1 Organization and Good Standing. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted. Seller is the successor-in-interest to all right, title and interest of TFS under the License Agreement.

Section 3.2 Authorization of Agreement. Seller has full corporate power and authority to execute and deliver this Agreement and each other agreement, document, or instrument or certificate contemplated by this Agreement or to be executed by Seller in connection with the consummation of the transactions contemplated hereby and thereby (the "Seller Documents"), to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and each of the Seller Documents and the consummation of the transactions contemplated hereby and thereby have been duly authorized and approved by all requisite corporate action on the part of Seller. ~~This Agreement has been, and each of the Seller Documents shall be at or prior to the Closing,~~ duly and validly executed and delivered by Seller and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each of the Seller Documents when so executed and delivered shall constitute, legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

Section 3.3 Conflicts; Consents of Third Parties.

(a) Neither the execution and delivery by Seller of this Agreement or the Seller Documents, nor the consummation of the transactions contemplated hereby and thereby, nor the compliance by Seller with any of the provisions hereof and thereof, shall conflict with, or result in any violation of, breach of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation or acceleration under, any provision of (i) the certificate of incorporation or by-laws of Seller, (ii) any Contract to which Seller is a party or by which any of the properties or assets of Seller are bound, (iii) any Order of any Governmental Body applicable to Seller or by which any of the properties or assets of Seller are bound, or (iv) any applicable Law.

(b) No consent, waiver, approval, Order, Permit or authorization of, declaration or filing with, or notification to, any Person or Governmental Body is required on the part of Seller in connection with the execution and delivery of this Agreement and the Seller Documents, or the compliance by Seller with any of the provisions hereof or thereof, or the consummation of the transactions contemplated hereby or thereby.

Section 3.4 Nothing Retained. To Seller's knowledge, there are no assets other than the Purchased Assets in the possession of Seller that relate to Intelligent Fastening Technology or IFT Intellectual Property. No other division, unit, or Affiliate of Seller

other than the Business has used Intelligent Fastening Technology or IFT Intellectual Property.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller that:

Section 4.1 Organization and Good Standing. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own, lease and operate properties and carry on its business.

Section 4.2 Authorization of Agreement. Purchaser has full corporate power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by Purchaser in connection with the consummation of the transactions contemplated hereby and thereby (the "Purchaser Documents"), and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Purchaser of this Agreement and each of the Purchaser Documents and the consummation of the transactions contemplated hereby and thereby have been duly authorized and approved by all requisite corporate action on the part of Purchaser. This Agreement has been, and each of the Purchaser Documents shall be at or prior to the Closing, duly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each of the Purchaser Documents when so executed and delivered shall constitute, the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with their respective terms.

Section 4.3 Conflicts; Consents of Third Parties.

(a) Neither the execution and delivery by Purchaser of this Agreement or the Purchaser Documents, nor the consummation of the transactions contemplated hereby and thereby, nor the compliance by Purchaser with any of the provisions hereof and thereof, shall conflict with, or result in any violation of, breach of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation or acceleration under, any provision of (i) the certificate of incorporation or by-laws of Purchaser, (ii) any Contract to which Purchaser is a party or by which any of the properties or assets of Purchaser are bound, (iii) any Order of any Governmental Body applicable to Purchaser or by which any of the properties or assets of Purchaser are bound, or (iv) any applicable Law.

(b) No consent, waiver, approval, Order, Permit or authorization of, declaration or filing with, or notification to, any Person or Governmental Body is required on the part of Purchaser in connection with the execution and delivery of this Agreement and the Purchaser Documents, or the compliance by Purchaser with any of the

provisions hereof or thereof, or the consummation of the transactions contemplated hereby or thereby.

Section 4.4 Capitalization. As of the date hereof, Purchaser's Parent share capital, on a fully diluted basis (with the exception of certain convertible notes in the original principal amount of \$20,000,000 (the "Notes")), consists of 174,261,636 Purchaser's Parent Shares. All of the issued and outstanding share capital of Purchaser's Parent Shares were duly authorized for issuance and are validly issued, fully paid and non-assessable. All of the Purchaser's Parent Shares issued under this Agreement (i) are duly authorized for issuance, validly issued, fully paid, non-assessable, (ii) rank equally with all other issued ordinary shares of Purchaser's Parent, (iii) are issued in compliance with the listing rules of the Australian Stock Exchange including rule 7.1, (iv) are freely tradeable on the Australian Stock Exchange subject to the restrictions set forth in Section 5.2 hereof, and (v) shall constitute, in the aggregate, immediately after the Closing, ten percent (10%) of Purchaser's Parent share capital that is outstanding (on a fully diluted basis with the exception of the Notes).

ARTICLE V

COVENANTS

Section 5.1 Employment of Intevia Employees. Either prior to Closing or promptly thereafter (and in no event later than January 26, 2007), Purchaser shall make an offer of employment to each Intevia Employee, which offer shall provide for a salary commensurate with that currently received by each such employee in connection with his or her employment with Seller. Seller shall permit Purchaser to meet with such employees for the purpose of making such offers. Notwithstanding the acceptance or non-acceptance of any offer of employment made by Purchaser to an Intevia Employee, Purchaser shall reimburse Seller, within ten (10) Business Days of receipt of an invoice therefor, for (i) the salary and wages paid and the value of employee benefits provided to each Intevia Employee during the period commencing on February 1, 2007, and ending on the date such employee's employment with Seller is terminated, and (ii) severance compensation (including compensation for accrued and unused vacation days not to exceed two (2) weeks) paid by Seller to any Intevia Employee upon the termination of such employee's employment with Seller; provided, however, that Purchaser's obligation to reimburse Seller for salary, wages, the value of employee benefits and severance costs (collectively, "Labor Costs") pursuant to this Section 5.1 shall only apply to the extent such Labor Costs are (i) incurred pursuant to employment agreements or compensation arrangements and employee benefits existing as of the date hereof as disclosed to Purchaser, and (ii) are consistent with the terms and provisions of Seller's normal employee benefits practices as they exist as of the date hereof. Seller shall, promptly upon Purchaser's request therefor, terminate the employment of any Intevia Employee at any time on or after February 16, 2007.

Section 5.2 Restrictions on Transfer of Purchaser's Parent Shares.

(a) Subject to Section 5.2(b) below, during the period from the Closing Date until three hundred sixty five days (365) thereafter (the "Lock-Up Period"), Seller shall not, without the prior written consent of Purchaser:

(i) directly or indirectly, offer, sell, agree to offer or sell, solicit offers to purchase, grant any call option or purchase any put option with respect to, pledge (other than a bona fide pledge pursuant to Seller's credit agreements), borrow or otherwise dispose of any Purchaser's Parent Shares received under this Agreement; and

(ii) establish or increase any "put equivalent position" or liquidate or decrease any "call equivalent position" with respect to Purchaser's Parent Shares (in each case within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder), or otherwise enter into any swap, derivative or other transaction or arrangement that transfers to another, in whole or in part, any economic consequence of ownership of Purchaser's Parent Shares, whether or not such ~~transaction is to be settled by delivery of Purchaser's Parent Shares, other~~ securities, cash or other consideration.

(b) Notwithstanding anything to the contrary contained in Section 5.2(a) hereof, Seller shall be permitted to assign or transfer Purchaser's Parent Shares at any time to Platinum Equity, LLC or to any of its sponsored investment funds or to any of their direct, wholly-owned subsidiaries formed for the purpose of holding Purchaser's Parent Shares (collectively, "Transferee"), so long as Transferee is an Affiliate of Seller and provided Transferee agrees to be bound by the terms of this Section 5.2 with respect to the Purchaser's Parent Shares transferred to Platinum pursuant to this Section 5.2(b) to the same extent and in the same manner as Seller is bound by such terms.

(c) Seller authorizes Purchaser during the Lock-Up Period to cause any transfer agent for Purchaser's Parent Shares to decline to transfer, and to note stop transfer restrictions on the share register and other records relating to, Purchaser's Parent Shares for which Seller is the record holder.

(d) During the Lock-Up Period, Seller shall not file or participate in the filing with the United States Securities and Exchange Commission (the "SEC") of any registration statement, or the lodging with the Australian Securities & Investments Commission of any disclosure document, or circulate or participate in the circulation of any preliminary or final prospectus or other disclosure document with respect to any proposed offering or sale of Purchaser's Parent Shares.

(e) Seller agrees to the application of a Holding Lock with respect to the Purchaser's Parent Shares received under this Agreement for the period commencing on the date hereof until the expiration of the Lock-Up Period.

Section 5.3 Further Assurances.

(a) Seller shall deliver to Purchaser any Documents constituting Purchased Assets to the extent not delivered to Purchaser on the Closing Date.

(b) From time to time following the Closing, Seller and Purchaser shall execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquittances and such other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to assure fully to Purchaser and its successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Purchaser under this Agreement to assure fully to Seller and its Affiliates and their successors and assigns, the assumption of the liabilities and obligations intended to be assumed by Purchaser under this Agreement, and to otherwise make effective the transactions contemplated hereby.

Section 5.4 Confidentiality. From and after the Closing Date, Seller shall not, and shall cause its directors, officers, employees, agents, attorneys, representatives, Affiliates and their respective directors and officers not to, directly or indirectly, (i) disclose, reveal, divulge or communicate to any Person other than authorized officers, directors and employees of Purchaser or (ii) use for its own benefit or for the benefit of any other Person any Confidential Information. As used herein, "Confidential Information" means any information that is proprietary to the Business or to Intelligent Fastening Technology, including Intellectual Property, methods of operation, customer lists, products, prices, fees, costs, marketing methods, plans, personnel, suppliers, competitors, markets or other specialized information or proprietary matters pertaining to any aspects of the Business that is either information not known by actual or potential competitors of Seller or is proprietary information of Seller or its customers or suppliers, whether of a technical nature or otherwise, including all of the foregoing that, notwithstanding the termination of the License Agreement, Seller would otherwise be obligated to keep confidential pursuant to Section 11.1 of the License Agreement; provided, however, that "Confidential Information" shall not include any of the foregoing items if such item: (i) is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of Seller; (ii) is in Seller's possession at the time of its original disclosure to Seller otherwise than as a result of Seller's breach of any legal obligation; (iii) becomes known to Seller through disclosure by sources other than Purchaser having the legal right to disclose such item; (iv) is independently developed by Seller without reference to or reliance upon any Confidential Information; or (v) is required to be disclosed by Seller to comply with applicable Laws, governmental regulations or Orders, provided that Seller provides prior written notice of such disclosure to Purchaser and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

Section 5.5 Non-Solicitation of Non-Intevia Employees. Purchaser shall not, for a period of two (2) years commencing from the date hereof, directly or indirectly solicit, induce, recruit or encourage any of Seller's employees that are not Intevia Employees to terminate their employment relationship with Seller, or take away such employees, or attempt to do any of the foregoing.

Section 5.6 Press Releases and Public Communications. Neither Purchaser nor Seller shall issue any press releases or make other public announcements concerning the transactions contemplated by this Agreement. Notwithstanding the foregoing, (i) Purchaser shall be permitted to issue a press release concerning the transactions contemplated by this Agreement so long as it is in the form of that attached as Schedule 5.6.1 hereto, and (ii) Seller shall be permitted to issue a press release concerning the transactions contemplated by this Agreement so long as it is in the form of that attached as Schedule 5.6.2 hereto.

Section 5.7 Survival of Covenants. The covenants and other obligations of the parties contained in this Article V shall survive the Closing.

ARTICLE VI

CLOSING

Section 6.1 Closing Date. The consummation of the purchase and sale of the Purchased Assets provided for in Article I hereof (the "Closing") shall take place remotely on the date hereof (the "Closing Date") via the facsimile exchange of executed copies of this Agreement, a Bill of Sale in the form of Exhibit A attached hereto, an agreement to terminate the exclusive technology partnership and license agreement in the form of Exhibit B attached hereto, the Seller Documents and the Purchaser Documents.

ARTICLE VII

INDEMNIFICATION

Section 7.1 Survival of Representations and Warranties. The representations and warranties of the parties contained in this Agreement shall survive the Closing through and including the date that is eighteen (18) months after the Closing Date; provided, however, that the representations and warranties (a) of Seller set forth in Sections 3.1, 3.2 and 3.4 shall survive the Closing indefinitely, and (b) of Purchaser set forth in Sections 4.1, 4.2 and 4.4 shall survive the Closing indefinitely (in each case, the "Survival Period"); provided, however, that any obligations to indemnify and hold harmless shall not terminate with respect to any Losses as to which the Person to be indemnified shall have given notice (stating in reasonable detail the basis of the claim for indemnification) to the indemnifying party before the termination of the applicable Survival Period.

Section 7.2 Indemnification.

(a) Subject to Section 7.1, Seller hereby agrees to indemnify and hold Purchaser and its respective directors, officers, employees, Affiliates, shareholders, agents, attorneys, representatives, successors and assigns (collectively, the "Purchaser Indemnified Parties") harmless from and against, and pay to the applicable Purchaser Indemnified Parties the amount of, any and all losses, liabilities, claims, obligations, deficiencies, demands, judgments, damages (including incidental and consequential

damages), interest, fines, claims, suits, actions, causes of action, assessments, costs and expenses (including costs of investigation and defense and attorneys' and other professionals' fees), or any diminution in value, whether or not involving a third party claim (individually, a "Loss" and, collectively, "Losses"):

(i) based upon, attributable to or resulting from the failure of any of the representations or warranties made by Seller in this Agreement to be true and correct in all respects as of the Closing Date; or

(ii) based upon, attributable to or resulting from the breach of any covenant or other agreement on the part of Seller under this Agreement; or

(iii) arising out of, based upon or relating to any Liability of Seller.

(b) Subject to Section 7.1, Purchaser hereby agrees to indemnify and hold Seller and its respective directors, officers, employees, Affiliates, shareholders, agents, attorneys, representatives, successors and assigns (collectively, the "Seller Indemnified Parties") harmless from and against, and pay to the applicable Seller Indemnified Parties the amount of, any and all Losses:

(i) based upon, attributable to or resulting from the failure of any of the representations or warranties made by Purchaser in this Agreement to be true and correct in all respects as of the Closing Date; or

(ii) based upon, attributable to or resulting from the breach of any covenant or other agreement on the part of Purchaser under this Agreement; or

(iii) arising out of, based upon or relating to any Purchased Asset or Liability of Purchaser or Purchaser's Parent after the Closing Date.

(c) The right to indemnification or any other remedy based on representations, warranties, covenants and agreements in this Agreement shall not be affected by any investigation conducted with respect to, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or agreement. The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or agreement, will not affect the right to indemnification or any other remedy based on such representations, warranties, covenants and agreements.

Section 7.3 No Other Warranties. The parties hereto acknowledge and agree that except for the representations and warranties in this Agreement, the parties are not making any other representations and warranties whatsoever. But for the representations and warranties of Seller in this Agreement, Purchaser is purchasing the Purchased Assets on an "as is" basis.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Expenses. Each of Seller and Purchaser shall bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the transactions contemplated hereby and thereby.

Section 8.2 Exhibits, Schedules & Appendices. The exhibits, schedules and appendices attached to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement. Any capitalized terms used in any schedule, exhibit or appendix that is not otherwise defined therein shall be defined as set forth elsewhere in this Agreement.

Section 8.3 Entire Agreement; Amendments and Waivers. This Agreement (including the schedules, appendices and exhibits attached hereto), the Seller Documents ~~and the Purchaser Documents represent the entire understanding and agreement among~~ the parties hereto with respect to the subject matter hereof and thereof and can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument signed by the party against whom enforcement of any such amendment, supplement, change or waiver is sought. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

Section 8.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan applicable to contracts made and performed in such State without giving effect to the choice of law principles of such state that would require or permit the application of the laws of another jurisdiction.

Section 8.5 Notices. All notices and other communications given or made under this Agreement shall be in writing and shall be deemed effectively given (i) when delivered personally by hand, (ii) when sent by facsimile (with written confirmation of transmission) during normal business hours of the recipient, and if not sent during normal business hours, the next Business Day, (iii) five (5) days after mailing by registered or certified mail (return receipt requested), or (iv) when received by a nationally recognized courier (with written confirmation of receipt), in each case at the following addresses and facsimile numbers (or to such other address or facsimile number as a party may have specified by notice given to the other party pursuant to this provision):

If to Purchaser: Telezygology Inc.
350 N. LaSalle Street, Suite 1100B
Chicago, Illinois 60610
USA
Attention: General Counsel
Facsimile: (312) 464-1540

If to Purchaser's Parent: TZ Limited
350 N. LaSalle Street, Suite 1100B
Chicago, Illinois 60610
USA
Attention: Chris Keliher
Facsimile: (312) 464-1540

If to Seller: Acument Global Technologies, Inc.
840 West Long Lake Road, Suite 450
Troy, Michigan, USA 48098
Attention: General Counsel
Facsimile: (248) 813-6383

With a copy to: Platinum Equity Advisors, LLC
360 North Crescent Drive
South Building
Beverly Hills, CA 90210
Attention: Eva M. Kalawski, Esq.
Facsimile: (310) 712-1863

Section 8.6 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 8.7 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Agreement except as provided in the next succeeding sentence. No assignment of this Agreement or of any rights or obligations hereunder may be made by either Seller or Purchaser, directly or indirectly (by operation of law or otherwise), without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void *ab initio*.

Section 8.8 Counterparts; Facsimile. This Agreement may be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers as of the date first written above.

PURCHASER:

TELEZYGOLOGY INC.,
a Delaware corporation

By: 
Name: Chris Kelliher
Title: CEO

PURCHASER'S PARENT:

TZ LIMITED,
an Australian corporation

By: 
Name: Chris Kelliher
Title: Executive Director

SELLER:

ACUMENT GLOBAL TECHNOLOGIES, INC.,
a Delaware corporation

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers as of the date first written above.

PURCHASER:

TELEZYGOLOGY INC.,
a Delaware corporation

By: _____
Name:
Title:

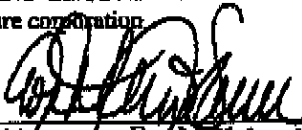
PURCHASER'S PARENT:

TZ LIMITED,
an Australian corporation

By: _____
Name:
Title:

SELLER:

ACUMENT GLOBAL TECHNOLOGIES, INC.,
a Delaware corporation

By:  _____
Name: Ewa M. Kalawski
Title: Vice President & Secretary

APPENDIX I

DEFINITIONS

Section 1. Definitions. For purposes of this Agreement, each of the following terms shall have the meaning ascribed hereto:

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Business" means the division of Seller known as "Intevia".

"Business Day" means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

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

"Documents" means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, customer and supplier lists, regulatory filings, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials, in each case including paper and electronic form.

"Governmental Body" means any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state, or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

"IFT Intellectual Property" means all improvements or new innovations made during the term of the License Agreement by Seller alone or jointly (a "Joint Development") with Purchaser to Intelligent Fastening Technology, but only to the extent such improvements or new innovations relate directly to the design, manufacture, assembly or use of Licensed Products. A "Joint Development" shall include any new innovation, design, improvement, enhancement or extension of the Licensed Product created, conceived or first reduced to practice during the term of or in connection with the License Agreement without regard to which parties' employees are deemed the inventor(s) or author(s) thereof.

"Intelligent Fastening Technology" means any fasteners, latches, locking devices, screws, rivets, clips solenoids or other similar devices that bind, seal, fasten or attach components, fasten sub-assemblies or connect or join materials (collectively **"Devices"**), which Devices are activated remotely or perform their function remotely (in each case whether wireless or hard wired) and which either incorporate or are manufactured, enabled or operated using Purchaser's Intellectual Property. Intelligent Fastening Technology shall include technology enabling (i) adjustment with linear, torsional or other means of controlled movement, (ii) overall performance control and (iii) product performance monitoring, but in each case only to the extent related to Devices. Intelligent Fastening Technology shall not include (iv) closures, stoppers, caps, seals and other devices used to close off a container opening and prevent loss of contents, (v) valves and other devices that regulate fluid flow or gas reticulation, (vi) devices used to level, plumb or otherwise adjust position of materials, (vii) hinges or other devices allowing freedom of movement between jointed parts, (viii) partitions, (ix) devices used for point-of-sale or security systems, (x) devices used for packaging, (xi) switching devices (other than solenoids) and logic controllers or (xii) other mechanical fasteners which are not remotely activated or whose function is not performed remotely.

"Intellectual Property" shall have the meaning ascribed to such term in the License Agreement.

"Intevia Employees" means those employees listed on Schedule 5.1.

"Law" means any foreign, federal, state or local law, statute, code, ordinance, rule, or regulation promulgated by a Governmental Body.

"Liabilities" means any debt, loss, damage, adverse claim, liability or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability or otherwise), and including all costs and expenses relating thereto.

"Licensed Products" means any product application incorporating, enabled by, controlled by or manufactured or operated using Intelligent Fastening Technology.

"Lien" means any lien, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude, proxy, voting trust or agreement, transfer restriction under any stockholder or similar agreement, encumbrance or any comparable other restriction or limitation whatsoever.

"Order" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Body.

"Permits" means any approvals, authorizations, consents, licenses, permits or certificates of a Governmental Body.

"Person" means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

"Purchaser's Parent Shares" means the fully paid ordinary shares of Purchaser's Parent.

Section 2. Other Definitional and Interpretive Matters. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(a) Calculation of Time Period. When calculating the period of time before which, within which or following which, any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

~~(b) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.~~

(c) Headings. The furnishing of a table of contents to this Agreement, and the division of this Agreement into articles, sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding section of this Agreement unless otherwise specified.

(d) Herein. Words such as "herein", "hereinafter", "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(e) Including. The word "including" or any variation thereof means (unless the context of its usage otherwise requires) "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(f) References to Defined Terms in Other Documents. With respect to any capitalized term used herein that is defined by reference to a document or instrument other than this Agreement, such term shall always have the meaning ascribed thereto in such document or instrument as of the date hereof as if such meaning had been literally incorporated into this Agreement, notwithstanding the amendment, modification or termination of such document or instrument (or the modification of such meaning after the date hereof).

EXHIBIT A**FORM OF BILL OF SALE**

This BILL OF SALE (this "Bill of Sale") is made and delivered this [] day of January, 2007, by ACUMENT GLOBAL TECHNOLOGIES, INC., a Delaware corporation ("Seller"), for the benefit of TELEZYGOLOGY INC., a Delaware corporation ("Purchaser"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Agreement (as hereinafter defined).

WHEREAS, Seller and Purchaser have entered into that certain Asset Transfer Agreement dated as of January ____, 2007 (the "Agreement"), the terms of which are incorporated herein by reference, which provides, among other things, for the sale and assignment by Seller to Purchaser of the Purchased Assets.

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, and subject to the terms and conditions of the Agreement:

1. Seller does hereby bargain, sell, grant, assign, transfer, convey and deliver unto Purchaser and its successors and assigns all of Seller's right, title and interest in and to the Purchased Assets TO HAVE AND TO HOLD such Purchased Assets with all appurtenances thereto for its use forever.
2. This Bill of Sale shall inure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.
3. Nothing in this Bill of Sale, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Agreement. To the extent that any provision of this Bill of Sale conflicts or is inconsistent with the terms of the terms of the Agreement, the terms of the Agreement shall govern.
4. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Michigan applicable to contracts made and performed in such State without giving effect to the choice of law principles of such state that would require or permit the application of the laws of another jurisdiction.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Seller has caused this Bill of Sale to be executed and delivered as of the day and year first above written.

SELLER:

ACUMENT GLOBAL TECHNOLOGIES, INC.,
a Delaware corporation

By: _____
Name:
Title:

EXHIBIT B

FORM OF LICENSE TERMINATION AGREEMENT

(see attached)

**AGREEMENT TO TERMINATE THE EXCLUSIVE
TECHNOLOGY PARTNERSHIP AND LICENSE AGREEMENT**

THIS AGREEMENT TO TERMINATE THE EXCLUSIVE TECHNOLOGY PARTNERSHIP AND LICENSE AGREEMENT (this "Agreement") is made as of the 22nd day of January, 2007, by and between TELEZYGOLOGY INC., a Delaware corporation, having a place of business at 350 N. LaSalle Street, Suite 1100B, Chicago, Illinois, USA 60610 ("TZ"), and ACUMENT GLOBAL TECHNOLOGIES, INC., a Delaware corporation, having a place of business at 840 West Long Lake Road, Suite 450, Troy, Michigan, USA 48098 ("AGT").

RECITALS

WHEREAS, TZ and Textron Fastening Systems Inc. (predecessor-in-interest to AGT) ("TFS") entered into a certain Exclusive Technology Partnership and License Agreement on December 20, 2004 (the "Existing Agreement"), to (i) jointly identify commercial applications for certain technology developed by TZ and known as "Intelligent Fastening Solutions" and to (ii) collaborate on the development, marketing and commercialization of products based on Intelligent Fastening Solutions for such identified commercial applications; and

WHEREAS, each of TZ and AGT no longer desire to perform their respective obligations under the Existing Agreement; and

WHEREAS, TZ desires to continue independently to develop products based on Intelligent Fastening Solutions and identify commercial applications thereof, and following such identification and development, negotiate separately with AGT or other third parties on the commercialization and distribution of such products; and

WHEREAS, in furtherance of the foregoing, TZ, AGT and TZ Limited have contemporaneously entered into a certain Asset Transfer Agreement dated as of the date hereof (the "Transfer Agreement"), whereby TZ has agreed to purchase the Purchased Assets (as such term is defined in the Transfer Agreement); and

WHEREAS, as a result of entering into the Transfer Agreement, and as a condition to consummating the transactions contemplated thereunder, TZ and AGT desire to terminate the Existing Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree to terminate the Existing Agreement as follows:

Section 1. Termination of Existing Agreement. The Existing Agreement is hereby terminated and neither party hereto shall have any rights or obligations under the Existing Agreement, and notwithstanding anything to the contrary contained in the Existing Agreement, no provision in the Existing Agreement shall survive the termination of the Existing Agreement.

Section 2. Termination of Agreements Prior to Existing Agreement.

Notwithstanding anything to the contrary contained in the Existing Agreement (including Section 17.8 thereof), all of the terms and provisions of (i) that certain Technology Partnership Agreement between TZ and TFS dated as of August 1, 2003, and (ii) that certain letter agreement between TZ and TFS dated as of August 27, 2004 (the agreements cited in clauses (i) and (ii) collectively, the "Prior Agreements"), including, without limitation, such provisions that expressly survive termination, are hereby terminated and shall no longer have any force or effect. Neither party hereto shall have any rights or obligations under the Prior Agreements.

Section 3. Mutual Release. TZ and AGT hereby mutually release and forever discharge each other (and their respective predecessors, successors and assigns, parents, subsidiaries, officers, directors, shareholders, employees, agents and attorneys, if any) from any and all of their respective rights, duties, liabilities, obligations, covenants and agreements entered into in connection with the Existing Agreement or the Prior Agreements and from any and all causes of action, suits, liabilities, debts, damages, controversies, agreements, trespasses, judgments, executions, demands and claims of any nature whatsoever, whether in law or in equity, whether presently enforceable or enforceable in the future, by reason of any matter or cause whatsoever from the beginning of time to the date of execution of this Agreement regarding, related to or arising from or out of the Existing Agreement or the Prior Agreements. Notwithstanding anything to the contrary contained herein, the parties hereto shall in no manner be released of their respective obligations under the Transfer Agreement by way of the operation of any provision in this Agreement.

Section 4. General Provisions.

(a) Further Assurances. Each party hereto agrees to furnish upon request of the other party such further information, to execute and deliver to each other such other documents and to do such other acts and things, all as the other party may at any time reasonably request for the purpose of carrying out the intent of this Agreement.

(b) Governing Law. The validity, interpretation, construction and performance of this agreement shall be governed by the laws of the State of Michigan, without giving effect to the principles of conflict of laws.

(c) Entire Agreement. This agreement (including any schedules and exhibits attached hereto) constitutes the entire understanding between the parties hereto with respect to the subject matter hereof.

(d) Successors and Assigns. This Agreement is binding upon and inures to the benefit of the respective successors and assigns of each party hereto.

(e) Counterparts; Facsimile. This agreement may be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(f) Headings and Captions. The headings and captions of various sections of this agreement are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

TZ:

TELEZYGOLOGY INC.,
a Delaware corporation

By: _____

Name:

Title:

AGT:

ACUMENT GLOBAL TECHNOLOGIES, INC.,
a Delaware corporation

By: _____

Name:

Title:

SCHEDULE 5.1
INTEVIA EMPLOYEES

Joins, Debra

Schmitt, Karl

Hanna, Denis

Douglas, Hamrich

Heffner, Susan

Chen, Yenpu

Zion, William

Cudini, Roger

SCHEDULE 5.6.1

PURCHASER'S PRESS RELEASE

(see attached)

<TZ LETTERHEAD- ASX ANNOUNCEMENT>

DRAFT DRAFT DRAFT – Version 11

**TZ Acquires Intevia to Accelerate Commercialisation for
NASDAQ Listing**

- TZ regains licensing rights to patents and products
- TZ to book 100% of Intevia® revenue
- Agreement expected to accelerate sales volume of Intevia® Intelligent fasteners
- TZ Chief Kelliher takes on new role as President of its Nasdaq listing vehicle
- Acument's David Feber appointed as new CEO of TZ
- Acument takes 10% stake in TZ

The Directors of Australian Intelligent fasteners company, TZ Limited, are very pleased to announce an agreement to purchase the Intevia® business unit from Acument Global Technologies, Inc. (Acument) of the United States.

The deal is valued at approximately AUD \$24.6 million with the issue of 19,362,404 fully paid ordinary shares at AUD1.27 and will see TZ acquire all of Acument's Intevia® assets – including established customer base, Application Intellectual Property, brand name, sales collateral and inventory of demonstration fastening kits. In addition, TZ will reacquire all licensing rights to its intelligent fastening IP, patents and products, previously held by Acument. TZ will also retain core Intevia® staff, who will provide continuity and valuable corporate memory, as well additional sales, marketing, supply chain, and manufacturing skills.

TZ retained Credit Suisse to assist all parties on valuation and advise on the optimal configuration of the Intevia business unit. This work concluded that capturing all Intevia earnings within TZ, a high growth technology company, as opposed to Acument, an established industrial company, would ultimately produce higher valuation multiples on those earnings, and would expedite the anticipated NASDAQ listing. Significant execution efficiencies would also be realised by having all commercialisation and technical employees under common direction.

In consideration of the purchase price, Acument will receive 19,362,404 ordinary fully paid TZ shares, which will represent 10% of TZ's issued share capital post issuance, subject to certain trading restrictions including voluntary escrow for 12 months.

"We remain confident in the future commercial viability of Intevia®," said Joseph Gray, Acument Global Technologies Interim President and Chief Executive Officer in Acument's release in announcing the transaction. "After working closely with TZ to develop solid commercial prospects for Intevia® over the past two years, today's agreement creates a new business model for Intevia® that will help speed its commercialization. The Intevia® sales, marketing and technology development staff now will operate as an integrated team in an entrepreneurial environment under common direction, while retaining its customer relationships and access to Acument's global presence. We look forward to continuing our ties with Intevia® through the newly established equity position in TZ."

NEW CEO

The directors are also pleased to announce Mr David Feber as TZ's new CEO. He replaces Mr Chris Kelliher, who will assume the role of President of TZ and its USA subsidiaries on a new three year-contract.

Mr Feber is currently Vice President, Strategy and Business Development for Acument and has been closely involved in the development and marketing of TZ's family of intelligent fasteners. Prior to Acument, he had served as Director - Value Pricing for Textron Inc. and as Associate Principal in McKinsey & Company's pricing and industrial marketing practices.

Mr Kelliher said: "David brings tremendous experience and capacity to the role of CEO, and will help TZ maximise benefits of the Intevia® acquisition. This change will also allow me greater focus on major corporate initiatives, such as identifying and managing acquisition opportunities, fast-tracking growth strategies and listing the company on NASDAQ. We are excited that David is joining us and his presence and credentials will be a valuable addition to our already capable management team."

As part of this restructuring process Mr Kelliher will resign from the Australian Board to enable him to devote the time and energy required for the company to best leverage benefits from these major initiatives. Mr Kelliher, together with other U.S.-based directors, will join a U.S. board to be created as an integral part of the NASDAQ listing.

EXPECTED BENEFITS OF INTEVIA ACQUISITION

The directors expect the acquisition of Intevia to accelerate the commercialisation of TZ's proprietary fastening technology and deliver 100% of Intevia® earnings to the company and its shareholders.

Modelling by TZ, assisted by their corporate advisers Credit Suisse, suggests restructuring to capture the full value of the Intevia earnings within TZ has the potential to significantly increase the enterprise value of the company and should on the successful execution of its plan achieve multiples of 15–20 times earnings. This is compared to multiples of 5–6 times earnings had the business unit remained tied to the more traditional fastening company, Acument.

Mr Kelliher said: "We have long held the common view with Acument that the fasteners marketed under the Intevia brand have potential to generate in excess of U.S.\$250 million of gross annual revenues in the key market sectors of aviation, automotive, industrial and security within the next few years. Under the terms of the purchase, we can now capture 100% of these revenues instead of just royalties and engineering fees under the previous agreement. TZ is now clearly positioned as a technology company with high growth potential and as such these earning streams will attract more value taken in directly as opposed to the previous model and is another positive step towards the USA listing."

Over the past 12 months, TZ has developed the capacity to volume manufacture intelligent fasteners cost-effectively; has continued research and development on new product families; and has secured \$20 million to fund various growth initiatives, including listing on the NASDAQ exchange.

These achievements will now combine with the established brand equity, customer engagements, licensing rights and organisational

efficiencies that this acquisition brings, and should translate into significant increased value for the company and shareholders.

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About TZ Limited and Intevia®

- TZ Limited is an Australian company specialising in Intelligent fasteners.
- Described as "smart nuts and bolts for the new economy", intelligent fasteners are loosened and tightened electronically using computer technology.
- Based on shape-changing alloys, this technology greatly reduces labour costs associated with assembly and maintenance. It also redefines design parameters for many products by eliminating the need for access with screwdrivers, etc. Through sensors, the fasteners can also expand the function of products they hold together.
- Intevia® is the brand developed by Acument under which TZ's intelligent fasteners have been brought to market. There is a strong level of equity in this brand amongst US-based clients.

SCHEDULE 5.6.2

SELLER'S PRESS RELEASE

(see attached)

<TZL LETTERHEAD>**DRAFT Media Release Version 6****TZ REACQUIRES EXCLUSIVE RIGHTS TO 'SMART NUTS & BOLTS'
TO SPEED COMMERCIALISATION, NASDAQ LISTING**

Australian intelligent fastening company, TZ Limited, has reacquired the exclusive licensing rights to its leading-edge technologies in a US\$20 million equity buy-out from one of the largest industrial fastening companies in the world.

The deal revisits an arrangement TZ made in 2004 with US-based Textron Fastening Systems (now Acument Global Technologies), which gave Acument rights to commercialise the cutting-edge fasteners among its 7,000-strong manufacturing customer base in exchange for a royalty stream to TZ.

In a new agreement announced to the ASX today, TZ will buy-back these rights through the acquisition of Intevia®, the stand-alone business unit and brand name established by Acument to develop and market the 'smart' fasteners worldwide.

CEO of TZ, Mr Chris Kelliher, said the restructure would accelerate both the commercialisation of TZ's fastening technology and its listing on NASDAQ, as well as deliver 100% of future earnings to the company and its shareholders.

"This announcement is the culmination of 12 months' work, building our own capacity to bring this technology to market more quickly. We have developed the capacity to volume manufacture fasteners cost effectively, continued R&D into new product families and secured \$20 million for growth initiatives," he said.

"Modelling by TZ, Acument and Credit Suisse showed there are significant efficiencies in now combining Intevia's commercialisation capacity with TZ's technological capability, delivering better value for all shareholders – including Acument.

"Capturing all Intevia revenue within a high-growth technology company like TZ is expected to deliver multiples of 15-20 times earnings, compared with 5-6 times earnings if it remained tied to a more traditional industrial company like Acument.

"TZ and Acument estimate that fasteners marketed under the Intevia® brand have the potential to general in excess of US\$250 million in gross annual revenues across the aviation, automotive, industrial and security sectors within the next few years," added Mr Kelliher.

Key features of Intevia® purchase are:

- TZ to acquire all Intevia® assets, including established customer base, IP, brand name, sales collateral and inventory of demonstrator fastening kits.
- In exchange, Acument Global Technologies to receive 19,362,404 ordinary fully paid TZ shares, which will represent 10% of TZ's issued share capital, subject to certain trading conditions.
- Core Intevia staff to stay, giving TZ access to their skills and corporate memory.

TZ has also announced that Mr David Feber, currently the Vice President, Strategy and Business Development for Acument, will take over as its CEO on January 19th.

Having served as CEO since 2003, Chris Kelliher said he would assume the role of President of TZ and its US subsidiary to focus on taking the company towards NASDAQ listing.

"David brings tremendous experience and capacity to the role of CEO, and will help TZ maximise benefits of the Intevia® acquisition. The change we are announcing today will allow me greater focus on initiatives, such as managing acquisition activities, fast-tracking growth strategies and listing the company on NASDAQ," he added.

- ENDS -

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NOTES

- TZ Limited is an Australian company specialising in intelligent fasteners. It listed on the ASX (TZL) in 2003
- Described as "smart nuts and bolts for the new economy", intelligent fasteners are loosened and tightened electronically using computer technology.
- Based on shape-changing alloys, this technology greatly reduces labour costs associated with assembly and maintenance. It also redefines design parameters for many products by eliminating the need for access with screwdrivers, etc. Through sensors, the fasteners can also expand the function of products they hold together.
- Intevia® is the brand developed by Acument Global Technologies under which TZ's intelligent fasteners have been brought to market.

There is a strong level of equity in this brand amongst US-based clients.

- **Through Intevia®, TZ is in talks with leading manufacturers in the security, medical, aviation, defense and automotive industries about incorporating intelligent fasteners into their next generation of products.**
- **Acument Global Technologies is owned by the equity firm, Platinum Equity.**