

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keibi Technologies, Inc.		06/01/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Lithium Technologies, Inc.		
Street Address:	6121 Hollis Street Suite 4		
City:	Emeryville		
State/Country:	CALIFORNIA		
Postal Code:	94608		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3606694	KEIBI	
CORRESPONDENCE DATA			
Fax Number:	(626)577-8999		
Phone:	415-999-8989		
Email:	dean.kayes@lithium.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Dean Kayes		
Address Line 1:	6121 Hollis Street Suite 4		
Address Line 4:	Emeryville, CALIFORNIA 94608		
NAME OF SUBMITTER:	Dean H. Kayes		
Signature:	//DEANKAYES//		
Date:	02/02/2012		
Total Attachments: 52			

900213703

TRADEMARK
 REEL: 004709 FRAME: 0495

OP \$40.00 3606694

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "**Agreement**") is made and entered into as of June 1, 2009 by and between Lithium Technologies, Inc., a Delaware corporation ("**Buyer**"), and Keibi Technologies, Inc., a Delaware corporation ("**Seller**"). All defined terms not otherwise defined herein shall have the meaning set forth in the Asset Purchase Agreement dated as of June 1, 2009, by and among Buyer and Seller (the "**Purchase Agreement**").

WHEREAS, on June 1, 2009 Buyer and Seller entered into the Purchase Agreement pursuant to which Buyer purchased substantially all of the assets related to the Seller's business of providing software-as-a-service-based solutions and related services for moderation and classification of user generated online content (the "**Business**");

WHEREAS, under the Purchase Agreement, Seller is obliged to sell, assign, transfer, convey and deliver to the Buyer and Buyer is obliged to purchase, acquire and accept from Seller all of Seller's right, title and interest in and to the intellectual property related Purchased Assets, including without limitation, the Transferred Technology, Products, Registered IP and Transferred IP (collectively, the "**IP Purchased Assets**"); and

WHEREAS, under the Purchase Agreement, Seller is obliged to execute and deliver to Buyer such other transfer agreements, endorsements, assignments and other documents and perform such other acts and take such other steps as may be necessary or appropriate to assign, convey, transfer and deliver to Buyer good and valid title to the IP Purchased Assets.

NOW, THEREFORE, in consideration of the covenants and mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Purchase Agreement.

(a) This Agreement is made in connection with the consummation of the transactions contemplated by the Purchase Agreement. All provisions of the Purchase Agreement shall remain in full force and effect in accordance with their respective terms. Nothing herein shall be construed to modify any of the stipulations, terms, provisions, covenants or conditions contained in the Purchase Agreement, and the stipulations contained in this Agreement shall not give rise to any warranty claims or similar claims between the parties independent of the Purchase Agreement; it being understood and agreed that such warranty or similar claims will be exclusively handled in accordance with the Purchase Agreement.

2. Assignment.

(a) Seller hereby irrevocably grants, conveys, assigns and transfers to the Buyer all of Seller's right, title and interest in and to any and all IP Purchased Assets, including without limitation, the Transferred Technology, Products, Registered IP and Transferred IP. This shall include, without limitation,

(1) All of Seller's rights to use and exploit, in any form or way of exploitation, the works of authorship included in the IP Purchased Assets, including, (by way of illustration only), the right to reproduce the works, to distribute them, the right to exhibit them, to adapt them, to perform them, to broadcast them, to communicate them to the public, the rental and lending rights, the right to change, add to, delete or take from, translate, or otherwise modify the works in any manner; the comprehensive and all-including transfer of all rights Seller has with respect to the works of authorship is the express aim of this agreement;

(2) All of Seller's Trademarks, including without limitation those Trademarks and applications therefore listed in the attached **Schedule 1**, including all goodwill associated therewith;

(3) All of Seller's Copyrights;

(4) All of Seller's Patents, and applications therefore, including without limitation those Patents and applications listed in the attached **Schedule 2**;

(4) All of Seller's Domain Names listed in the attached **Schedule 3**; and

(5) All of Seller's other Intellectual Property Rights.

(b) Seller hereby delivers to Buyer, any and all Transferred Technology, Products, Registered IP and Transferred IP, including without limitation, the source code and related documentation as well as the object code of all Software included in the Transferred Technology.

(c) Buyer hereby accepts the assignment and transfer of the IP Purchased Assets.

(d) For the avoidance of doubt, should any of the transactions set out in this Section 2 be found void, invalid, unenforceable, whether in part or in whole, or should any similar legal prohibition arise under the laws of any jurisdiction, the parties to this Agreement hereby declare that their intent of the parties is to grant Buyer unrestricted operating control of the IP Purchased Assets to the fullest extent permitted under applicable law, such control to include without limitation the exclusive right and ability to dispose of and control the use and exploitation in any way or form of the IP Purchased Assets, including all economic rights therein and the right of modification and sublicensing. In respect of all works and assets in respect of which the law of the United States of America recognizes the validity of the transfer of economic rights, the sale, conveyance, transfer and assignment envisaged in Section 2(a) includes, without limitation, the assignment of all economic rights, including in all cases the right of modification, in and to all Software and other works of authorship and, insofar as possible under the law of the United States of America, other copyrightable and other works falling within the scope of Transferred IP and Transferred Technology.

3. Registration.

(a) With respect to the Trademarks listed in the attached **Schedule 1**, Seller will assist Buyer in order to effect the necessary name change with respect to the owner of these trademarks with the respective Trademark authorities without delay as applicable.

(b) With respect to the Patents listed in the attached **Schedule 2**, Seller will assist Buyer in order to effect the necessary name change with respect to the owner of these Patents with the respective Patent authorities without delay as applicable.

(c) With respect to the Domain names listed in the attached **Schedule 3** Seller will assist Buyer by signing and completing all necessary registrant name change agreements, transfer requests and other documents, if and to the extent necessary to make the respective registry transfer the respective Domain Name registration to Buyer without delay.

4. Governing Law, Jurisdiction and Resolution of Disputes.

(a) This Agreement shall be governed by and construed in accordance with the substantive laws of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

(b) As regards jurisdiction, resolution or disputes, the Purchase Agreement shall apply.

5. Miscellaneous.

(a) This Agreement, the Purchase Agreement and the schedules and exhibits attached to this Agreement set forth the entire agreement of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding pertaining to any such matter shall be effective for any purpose. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by all of the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, any waiver of any other provision, 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.

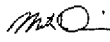
(b) If any of the provisions of this Agreement should be or become invalid or unenforceable in whole or in part, the validity of the other provisions hereof shall remain unaffected. In that case the invalid or unenforceable provision is deemed to be replaced by such a valid and enforceable provision which corresponds as closely as possible to the invalid or unenforceable provision and to the parties' economic aims pursued by and reflected in this Agreement. The same shall apply in the event and to the extent that this Agreement contains an unintended omission.

(c) The parties agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms thereof and that, prior to the termination of this Agreement pursuant to its terms, the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Intellectual Property Assignment Agreement has been executed by the parties hereto as of the date first above written.

LITHIUM TECHNOLOGIES, INC.

By:  Digitally signed by Mike Dinsdale
DN: cn=Mike Dinsdale, o=LITHIUM, ou
LITHIUM TECHNOLOGIES, INC., c=US
Date: 2009.05.31 11:17:18 -0700

Name: Mike Dinsdale

Title: CFO

KEIBI TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, this Intellectual Property Assignment Agreement has been executed by the parties hereto as of the date first above written.

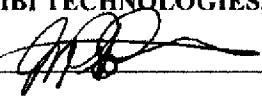
LITHIUM TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

KEIBI TECHNOLOGIES, INC.

By:  _____

Name: Jon Goldstein

Title: Chief Executive Officer

State of)
) S.S.
County of)

Before me this ___ day of _____, 2009 personally appeared: _____, to me known to be the person who is described in and who executed the foregoing assignment instrument and acknowledged to me that he/she executed the same his/her own free will for the purpose therein expressed.

Notary Public or Consular
Officer of the United States of
America

* See attached All Purpose California Acknowledgement certificate

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On May 29, 2009 before me, Mike DeJarlo Lewis
Date Here Insert Name and Title of the Officer

personally appeared Jon Goldstein
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Intellectual Property Assignment Agreement

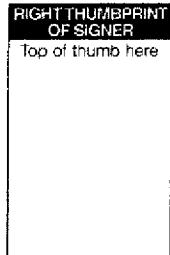
Document Date: May 29, 2009 Number of Pages: 7

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jon Goldstein

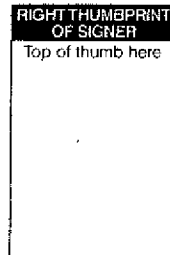
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Schedule 1

Trademarks

Trademarks	Registration Date	Next Renewal	Country	Registration No.
Discover the Value Within	April 7, 2009	April 7, 2019	U.S.	3603487
Keibi	December 19, 2007	December 19, 2017	Australia	950076
Keibi	Published	Published	Canada	Application No. 1377148
Keibi	December 19, 2007	December 19, 2017	Int'l Registration- Madrid Protocol Only	950076
Keibi	April 14, 2009	April 14, 2019	U.S.	3606694
Keibi Moderation Suite		Allowed		Application No. 77249521

Schedule 2

Patents

Patent:

None.

Patent applications:

U.S. Patent Application No. 11971856 for the Classification of Digital Content by Using Aggregate Scoring
filed on January 9, 2008 attorney docket No. 100152-000100US

Schedule 3

Domain Names

www.keibiinc.com

www.keibitech.com

www.moderationsoftware.com

www.moderationsolutions.com

www.socialmediamoderation.net

www.comfortzones.com

EXECUTION COPY

ASSET PURCHASE AGREEMENT

by and between

LITHIUM TECHNOLOGIES, INC.

as Buyer

and

KEIBI TECHNOLOGIES, INC.

as Seller

Dated as of June 1, 2009

**TRADEMARK
REEL: 004709 FRAME: 0506**

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of June 1 2009 by and among Lithium Technologies, Inc., a Delaware corporation (“**Buyer**”), and Keibi Technologies, Inc., a Delaware corporation (“**Seller**”).

RECITALS

WHEREAS, Seller is engaged in the business of providing software-as-a-service-based solutions and related services for moderation and classification of user generated online content (the “**Business**”).

WHEREAS, upon and subject to the terms and conditions set forth herein, Seller desires to sell to Buyer and Buyer desires to purchase from Seller, the assets that are used in or otherwise benefit the Business, except as specified in this Agreement (the “**Asset Acquisition**”).

NOW, THEREFORE, in consideration of the covenants, representations, warranties and mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

1.1 Capitalized Terms. The following capitalized terms shall have the meanings set forth below:

(a) “**Affiliate**” shall mean, as to any specified Person, any other Person that controls, is controlled by or is under common control with such specified Person. For purposes of this definition, “**control**” shall mean direct or indirect ownership of more than fifty percent (50%) of the equity of a Person (on a fully diluted basis) entitled to vote in the election of directors or for the election of the corresponding managing authority, as the case may be.

(b) “**Code**” shall mean the Internal Revenue Code of 1986, as amended.

(c) “**Employee**” shall mean any current or former or retired employee, independent contractor, consultant or director of Seller, or any ERISA Affiliate of Seller, who has provided services to the Business or Seller.

(d) “**Employee Plan**” shall mean any plan, program, policy, practice, contract, agreement or other arrangement providing for compensation, severance, termination pay, deferred compensation, performance awards, stock or stock-related awards, fringe benefits or other employee benefits or remuneration of any kind, whether written or unwritten, funded or unfunded, including each “employee benefit plan” within the meaning of Section 3(3) of ERISA which is or has been maintained, contributed to, or required to be contributed to, by Seller or any ERISA Affiliate of Seller for the benefit of any Employee, or with respect to which Seller or any ERISA Affiliate of Seller has or may have any liability or obligation.

(e) “**Employment Agreement**” shall mean each management, employment, severance, independent contractor, consulting, relocation, repatriation, expatriation, visa, work permit or other agreement, contract or understanding between Seller or any ERISA Affiliate and any Employee.

(f) **"Employment Liabilities"** shall mean any and all claims, debts, liabilities, commitments and obligations, whether fixed, contingent or absolute, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whenever or however arising, including all costs and expenses relating thereto arising under contract, law, rule, regulation, permit, action or proceeding before any Governmental Entity, order or consent decree or any award of any arbitrator of any kind relating to any Employee Plan, Employment Agreement or otherwise relating to an Employee and his or her employment with Seller or any ERISA Affiliate.

(g) **"ERISA"** shall mean the Employee Retirement Income Security Act of 1974, as amended.

(h) **"ERISA Affiliate"** shall mean each subsidiary of Seller and any other person or entity under common control with Seller or any of its subsidiaries within the meaning of Section 414(b), (c), (m) or (o) of the Code and the regulations issued thereunder.

(i) **"Excluded Assets"** shall mean Excluded Books and Records, those items listed on Schedule 1.1(f) and any agreements that are not Transferred Agreements.

(j) **"Excluded Books and Records"** shall mean the Seller's minute book and stock ledger, employee and personnel records of the Employees, tax records of Seller and all materials, papers and records that are not transferable under any applicable statute, law or regulation.

(k) **"GAAP"** shall mean generally accepted accounting principles in the United States.

(l) **"Governmental Entity"** shall mean any court, administrative agency or commission or other federal, state, county, local or foreign governmental authority, instrumentality, agency or commission.

(m) **"Intellectual Property Rights"** shall mean any or all of the following and all statutory and/or common law rights throughout the world in, arising out of, or associated therewith: (i) all United States and foreign patents and utility models and applications therefore (including provisional applications) and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations in part thereof (collectively, **"Patents"**); (ii) all inventions (whether or not patentable, reduced to practice or made the subject of a pending patent application), invention disclosures and improvements, all trade secrets, proprietary information, know-how and technology, and all documentation therefore; (iii) all works of authorship, copyrights (registered or otherwise), mask works, copyright and mask work registrations and applications and all other rights corresponding thereto throughout the world, and all rights therein provided by international treaties or conventions (collectively, **"Copyrights"**); (iv) all industrial designs and any registrations and applications therefore; (v) all trade names, logos, trademarks and service marks, whether or not registered, including all common law rights, and trademark and service mark registrations and applications, including but not limited to all marks registered in the United States Patent and Trademark Office, the Trademark Offices of the States and Territories of the United States of America, and the Trademark Offices of other nations throughout the world, and all rights therein provided by international treaties or conventions (collectively, **"Trademarks"**); (vi) all databases and data collections (including knowledge databases, customer lists and customer databases); (vii) all rights in Software and Technology; (viii) all rights to Uniform Resource Locators, Web site addresses and domain names (collectively, **"Domain Names"**); (ix) rights in all moral and economic rights of authors and inventors, however

denominated; and (x) any similar, corresponding or equivalent rights to any of the foregoing or in or related to any Technology.

(n) “**IRS**” shall mean the Internal Revenue Service.

(o) “**Knowledge**” including the phrase “**to the knowledge of Seller**” shall mean the actual knowledge of Jon Goldstein and Peter van Pruissen.

(p) “**Liability**” shall mean any liability or obligation (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, incurred or consequential or due or to become due), including any liability for Taxes.

(q) “**Lien**” shall mean any mortgage, pledge, lien, security interest, charge, claim, equity, encumbrance, restriction on transfer, conditional sale or other title retention device or arrangement (including a capital lease), transfer for the purpose of subjection to the payment of any indebtedness, or restriction on the creation of any of the foregoing, whether relating to any property or right or the income or profits therefrom.

(r) “**Non-Transferred Customer Contracts**” shall mean all agreements (including, but not limited to, purchase orders) between Seller and a third party relating to the licensing, sale, transfer, access to or disposition of the Purchased Assets, or the provision of services related thereto, not listed on **Schedule 1.1(r)** of the Disclosure Schedule.

(s) “**Object Code**” shall mean computer software, substantially or entirely in binary form, which is intended to be directly executable by a computer after suitable processing and linking but without the intervening steps of compilation or assembly.

(t) “**Person**” shall mean an individual, partnership, firm, corporation, association, joint venture, trust, unincorporated organization or other entity, including any Governmental Entity or any department, agency or political subdivision thereof and any syndicate or group that would be deemed to be a person under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended.

(u) “**Products**” shall mean any and all items, products and services marketed, sold, licensed, provided or distributed by Seller, including those items listed on **Schedule 1.1(u)** and refers also to (i) all User Documentation and technical documentation, (ii) and services related to such items and otherwise provided to third parties and (iii) all prior, present and future versions thereof (which includes works under development, if any).

(v) “**Purchase Price**” shall mean \$135,000.00 United States Dollars.

(w) “**Registered IP**” shall mean all United States, international and foreign: (i) Patents; (ii) Trademarks; (iii) Copyrights; (iv) Domain Names; and (v) any other Intellectual Property Rights that are the subject of an application, certificate, filing, registration or other document issued, filed with, or recorded by any state, government or other public legal authority.

(x) “**Software**” shall mean any and all (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in Source Code or Object Code, (ii) databases and compilations, including any and all data and collections of data, whether machine

readable or otherwise, (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing and (iv) all User Documentation, including user manuals and training materials, relating to any of the foregoing, in each case related to, used in or necessary for the operation of the Business.

(y) **"Source Code"** shall mean computer software and code, in form other than Object Code or machine readable form, including related programmer comments and annotations, help text, data and data structures, instructions and procedural, object-oriented and other code, which may be printed out or displayed in human readable form.

(z) **"Tax"** or, collectively, **"Taxes,"** shall mean (i) any and all U.S. federal, state, local and non-U.S. taxes, assessments and other governmental charges, duties, impositions and liabilities, including taxes based upon or measured by gross receipts, income, profits, sales, use and occupation, and value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, excise and property taxes, as well as public imposts, fees, and social security charges (including but not limited to health, unemployment and pension insurance), together with all interest, penalties and additions imposed with respect to such amounts; (ii) any liability for the payment of any amounts of the type described in clause (i) as a result of being a member of an affiliated, consolidated, combined or unitary group (including any arrangement for group or consortium relief or similar arrangement) for any period; and (iii) any liability for the payment of any amounts of the type described in clause (i) or (ii) as a result of any express or implied obligation to indemnify any other person or as a result of any obligations under any agreements or arrangements with any other person with respect to such amounts and including any liability for taxes of a predecessor or transferor.

(aa) **"Tax Return"** shall mean all required U.S. federal, state, local and non-U.S. returns, estimates, information statements and reports relating to Taxes.

(bb) **"Technology"** shall mean all tangible items related to, constituting, disclosing or embodying Intellectual Property Rights, technology, information, know how, show how, techniques, design rules, trade secrets, inventions (whether or not patented or patentable), algorithms, routines, models, methodologies, software, computer programs (whether Source Code or Object Code), files, compilations, including any and all data and collections of data, databases, works of authorship, processes, prototypes, schematics, netlists, test methodologies, development work and tools and all User Documentation.

(cc) **"Transferred Agreements"** shall mean those agreements between Seller and a third party or parties listed on **Schedule 1.1(cc)** hereto or that become Transferred Agreements following the Closing Date and the rights under any other agreements necessary for the operation of the Business and/or exploitation of the Products.

(dd) **"Transferred IP"** shall mean all Intellectual Property Rights created, held in the name of, or owned by Seller (**"Company IP"**) and all Intellectual Property Rights otherwise licensed to or transferable by Seller (**"Licensed IP"**), in each case, existing as of the Closing, used in the operation of the Business (including all Intellectual Property Rights owned or transferable by Seller and the right to assign, transfer, license or amend any Transferred IP), including all Intellectual Property Rights listed or described in **Schedule 1.1(dd)**, and all rights to recover past, present and future damages for infringement or misappropriation of such Intellectual Property Rights.

(ee) “**Transferred Technology**” shall mean all Technology or Software owned by or held in the name of Seller: (i) existing as of the Closing (“**Company Technology**”); or (ii) otherwise transferable by Seller (“**Licensed Technology**”). To the extent that any Transferred Technology includes Software, all current versions of such Software, in both Source Code and Object Code form, shall be included as Transferred Technology.

(ff) “**User Documentation**” shall mean explanatory and informational materials concerning the Products, in printed or electronic format, which Seller has developed or released for distribution to end users or customers with such Products, which may include manuals, descriptions, user and/or installation instructions, diagrams, printouts, listings, flow-charts and training materials, contained on visual media such as paper or photographic film, or on other physical storage media in machine readable form.

1.2 Additional Defined Terms. The following capitalized terms shall have the respective meanings set forth on the page of this Agreement set forth opposite each such respective term below:

<u>Term</u>	<u>Section Number</u>
Actions or Proceedings	3.4(c)
Agreement	Preamble
Allocation	3.5
Ancillary Agreements	4.1(b)
Asset Acquisition.....	Recitals
Assumed Liabilities	0
Business	Recitals
Buyer	Preamble
Closing.....	3.1
Closing Date	3.1
Confidentiality Agreement	7.1
Disclosure Schedule.....	Article V
Non-Assignable Contract.....	7.5
Purchased Assets	2.1
Retained Liabilities.....	0
Seller	Preamble
Transfer Taxes	3.3

ARTICLE II
PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing, Seller hereby agrees to irrevocably sell, convey, transfer and assign to Buyer, free and clear of all Liens, and Buyer hereby agrees to purchase from Seller all right, title and interest in and to the following assets:

- (a) the Transferred Technology;
- (b) the Transferred IP;
- (c) all rights of Seller under the Transferred Agreements, if any;

- (d) other than Excluded Books and Records, all materials, papers and records (in paper or electronic format) in Seller's care, custody, or control and employed by Seller and used in, or relating to, the Business (provided, however, that Seller may retain and use copies of financial books and records);
- (e) all tangible assets listed in **Section 5.5** of the Disclosure Schedule;
- (f) other than the Excluded Assets, all receivables, credits and deposits;
- (g) all rights to make claims arising from the ownership of the Purchased Assets;
- (h) other than the Excluded Assets, all other assets of Seller related to, used in or necessary for the operation of the Business; and
- (i) all other goodwill of the Business.

All of the assets referred to in **Sections 2.1(a)** through **2.1(i)**, inclusive, are collectively referred to herein as the "**Purchased Assets**."

Without limiting the generality of this **Section 2.1**, the Purchased Assets shall not include the Excluded Assets.

2.2 Assumption of Certain Liabilities; Seller's Retained Liabilities. Buyer shall not assume any Liabilities of Seller except for those Liabilities which Buyer expressly assumes pursuant to this **Section 0**. On the terms and subject to the conditions of this Agreement, Buyer shall, on the Closing Date, assume the Liabilities of Seller as of the Closing Date, whether accrued or arising before or after the Closing, listed on **Schedule 2.2(a)** hereto (the "**Assumed Liabilities**") and from and after the Closing Buyer shall pay, discharge or perform when due the Assumed Liabilities. Seller shall retain and be responsible for paying, performing and discharging when due, and Buyer shall not assume or have any responsibility for, all Liabilities of Seller as of the Closing Date other than the Assumed Liabilities (the "**Retained Liabilities**"). Without limiting the generality of the foregoing, the Retained Liabilities shall include all of the following Liabilities (other than the Assumed Liabilities): (i) any Liability arising from or related to the operations of Seller, whenever arising or incurred, or the ownership of the Products and the Purchased Assets by Seller through the Closing Date, (ii) any Employment Liability and any other Employee Excluded Liabilities; (iii) claims for death, personal injury, property damage or consequential, punitive, or other damages relating to or arising out of any business conducted by Seller; (iv) the violation or alleged violation of any law, including but not limited to, laws relating to civil rights, health, safety, labor, discrimination, export controls, and protection of the environment; (v) claims of creditors of Seller; (vi) claims relating to the disposal or arrangement for disposal by Seller of any hazardous substance at any site, location or facility (whether or not owned or leased by Seller); (vii) any obligation of Seller to indemnify any Person; (viii) any Taxes of Seller for any taxable period, including any liability for Taxes arising from or attributable to the operation of the Business or use or ownership of the Purchased Assets for all taxable periods (or portions thereof) ending on or prior to the Closing Date (other than Transfer Taxes); and (ix) any liability or obligation of Seller for costs and expenses incurred in connection with this Agreement, and the transactions contemplated hereby and thereby. Notwithstanding anything to the contrary herein, neither Seller nor any Affiliate thereof shall have any liability or other obligation to Buyer with respect to Retained Liabilities or this **Section 2.2**, other than for damages of Buyer that arise out of Seller's failure to pay, perform or discharge the liabilities set forth on **Schedule 2.2(b)**.

ARTICLE III
CLOSING; PURCHASE PRICE

3.1 Closing. Subject to the terms and conditions of this Agreement, the closing hereunder (the "**Closing**") shall take place on the date hereof at the offices of Wilson Sonsini Goodrich & Rosati, 650 Page Mill Road, Palo Alto, CA 94304, or at such other place and time as may be agreed upon by the parties. The date on which the Closing shall occur is referred to herein as the "**Closing Date**."

3.2 Consideration. The consideration for the Purchased Assets shall be provided by Buyer as follows: (i) the Purchase Price will be paid at the Closing by wire transfer of immediately available funds to an account designated by Seller; and (ii) the Buyer will assume the Assumed Liabilities, if any, as of the Closing Date.

3.3 Transfer Taxes. Buyer shall be solely liable for, and shall pay when due, any sales, use, excise, value added tax or other transfer taxes ("**Transfer Taxes**") incurred by Buyer and Seller in connection with the sale, purchase or transfer of the Purchased Assets. The party required by law to file a Tax Return with respect to such Transfer Taxes shall do so within the time period prescribed by law, and Seller shall promptly reimburse Buyer for any Transfer Taxes so payable by Buyer upon receipt of notice that such Transfer Taxes are payable. To the extent permitted by applicable law, the parties hereto shall cooperate in taking reasonable steps to minimize any Transfer Taxes.

3.4 Further Assurances; Post Closing Cooperation.

(a) Subject to Section 4.3 and prior to Seller's dissolution, at any time or from time to time after the Closing, at Buyer's request, at no cost to Buyer and without further consideration, Seller shall execute and deliver to Buyer such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Buyer may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Buyer, and to confirm Buyer's title to, all of the Purchased Assets and, to the fullest extent permitted by law, to put Buyer in actual possession and operating control of the Purchased Assets, and to assist Buyer in exercising all rights with respect thereto, and otherwise to cause Seller to fulfill its obligations under this Agreement. Buyer agrees that Buyer shall bear the cost and expense of any action required under of Seller under the previous sentence.

(b) Unless specifically authorized in writing by Buyer, after the Closing, Seller shall not retain or use any copy of any Transferred Technology or any other Purchased Asset that is capable of being copied, including any Software or materials constituting Transferred Technology.

(c) Effective on the Closing Date, Seller hereby constitutes and appoints Buyer the true and lawful attorney of Seller, with full power of substitution, in the name of Seller or Buyer, but on behalf of and for the benefit of Buyer: (i) to demand and receive from time to time any and all of the Purchased Assets and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (ii) to institute, prosecute, compromise and settle any and all actions, suits, proceedings, arbitration, or governmental or regulatory investigations or audits ("**Actions or Proceedings**") that Buyer may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Purchased Assets; (iii) to defend or compromise any or all Actions or Proceedings in respect of any of the Purchased Assets;

and (iv) to do all such acts and things in relation to the matters set forth in the preceding clauses (i) through (iii) as Buyer shall deem desirable. Seller hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason. Seller shall deliver to Buyer at the Closing an acknowledged power of attorney to the foregoing effect executed by Seller.

(d) Following the Closing and prior to the dissolution of Seller, Seller will afford Buyer, its counsel and its accountants, during normal business hours, reasonable access to the books, records and other data in Seller's possession relating to the Transferred Technology with respect to periods prior to the Closing and the right to make copies and extracts therefrom, to the extent that such access may be reasonably required by Buyer in connection with: (i) the preparation of Tax Returns; (ii) the determination or enforcement of rights and obligations under this Agreement; (iii) compliance with the requirements of any Governmental Entity; (iv) in connection with any actual or threatened Action or Proceeding or (v) proper accounting of the Asset Acquisition or a request from Buyer's auditors.

3.5 Allocation of Purchase Price. Buyer shall, within thirty (30) days after the Closing Date, deliver to Seller an allocation of the Purchase Price among the Purchased Assets in accordance with Section 1060 of the Code and the Regulations promulgated thereunder (the "**Allocation**"). The Allocation shall be conclusive and binding upon Buyer and Seller for all purposes, and the parties agree that all returns and reports (including IRS Form 8594) and all financial statements shall be prepared in a manner consistent with (and the parties shall not otherwise file a Tax Return position inconsistent with) the Allocation unless required by the IRS or any other applicable taxing authority.

ARTICLE IV **DELIVERIES**

4.1 Deliveries of Seller. At the Closing, Seller will:

(a) deliver or take the steps necessary to permit Buyer to take actual possession and operating control of all of the Purchased Assets including, if applicable, an affirmation for software product purchase by electronic transfer in a form to be mutually agreed to by Buyer and Seller; *provided, however*, that the parties will use their commercially reasonable efforts to provide that all Software included in the Transferred Technology be delivered to Buyer solely by electronic means;

(b) deliver (i) a duly executed bill of sale for the Purchased Assets; (ii) duly executed assignments of the Transferred IP and (iii) a duly executed assumption agreement for the Purchased Assets (the instruments referred to in clauses (i) through (iii) being collectively referred to herein as the "**Ancillary Agreements**");

(c) deliver for each Transferred Agreement set forth on **Schedule 4.1(c)**, to the extent required by its terms, a written agreement in a form satisfactory to Buyer, signed by the party or parties (in addition to Seller) to such Transferred Agreement pursuant to which such party or parties thereto: (A) consent to the transfer and assignment of such Transferred Agreement to Buyer, and (B) confirm that Buyer will have all rights that Seller had under such Transferred Agreement prior to the Closing;

(d) deliver copies of all third party consents (or waivers) listed **Schedule 4.1(d)** attached hereto; and

(e) deliver evidence of release of all Liens on the Purchased Assets.

4.2 Deliveries of Buyer. At the Closing, Buyer shall deliver to Seller the payment payable on the Closing Date as provided in **Section 3.2** hereof.

4.3 Seller Wind-Down. Buyer acknowledges that after the Closing Seller intends to promptly wind-down its business and operations, including liquidating its assets and dissolving itself. Following the Closing, Seller shall not have responsibility for the care and preservation of Purchased Assets that are not transferred at the Closing.

ARTICLE V **REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to Buyer, as of the date of this Agreement, as follows, except as specifically disclosed in the disclosure schedule attached hereto (the "**Disclosure Schedule**") (it being understood that (i) any matter or item disclosed in the Disclosure Schedule shall be deemed disclosed with respect to any section of this **Article V** to which the matter or item relates to the extent the relevance to each such section is reasonably apparent on its face, and (ii) the disclosure of any matter or item in the Disclosure Schedule shall not be deemed to constitute an acknowledgment that such matter or item is required to be disclosed therein or is material to a representation or warranty set forth in this Agreement and shall not be used as a basis for interpreting the terms "material," "materially," "materiality" or any word or phrase of similar import). The Disclosure Schedule shall be arranged in paragraphs corresponding to each representation and warranty set forth in this **Article V**:

5.1 Organization, Good Standing and Qualification. Seller is a corporation duly organized and validly existing under the laws of the State of Delaware. Seller has all necessary corporate power and authority to own its properties and to carry on its business as now conducted and as currently contemplated to be conducted. Seller is duly qualified to transact business and is in good standing in all jurisdictions in which the nature of its respective business or of its respective properties makes such qualification necessary. Seller has delivered a true and correct copy of its charter documents, as amended to date and in full force and effect on the date hereof, to Buyer.

5.2 Authority. This Agreement has been duly approved and adopted by Seller's shareholders and board of directors by the requisite vote required under Delaware law and Seller's charter documents. Seller has all requisite corporate power and authority to enter into this Agreement and the Ancillary Agreements and, subject to satisfaction of the conditions set forth herein, to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of Seller, and no further action is required on the part of Seller to authorize this Agreement and the transactions contemplated hereby. This Agreement has been, and upon their execution the Ancillary Agreements will be, duly executed and delivered by Seller and this Agreement constitutes, and upon their execution the Ancillary Agreements will constitute, legal, valid and binding obligations of Seller, enforceable in accordance with their respective terms, subject to the effect of applicable bankruptcy, insolvency, reorganization or other similar laws affecting the rights of creditors and the effect or availability of rules of law governing specific performance, injunctive relief or other equitable remedies.

5.3 No Conflict. The execution and delivery of this Agreement and the Ancillary Agreements does not or will not, and the consummation of the transactions contemplated hereby and thereby will not,

conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation under (a) any provision of Seller's certificate of incorporation or bylaws, (b) any material mortgage, lease, indenture, contract or other agreement or instrument, permit, concession, franchise or license to which Seller is a party or any of the Purchased Assets are subject (each a "**Contract**"), or (c) any judgment, order or decree applicable to Seller or the Purchased Assets or (d) any material statute, law, ordinance, rule or regulation applicable to Seller or the Purchased Assets. **Section 5.3** of the Disclosure Schedule sets forth all necessary consents, waivers and approvals of parties to any Contracts as are required thereunder in connection with the Asset Acquisition, or for any Transferred Agreement to remain in full force and effect without limitation, modification or alteration after the Closing so as to preserve all rights of, and benefits to, Buyer under such Transferred Agreements from and after the Closing.

5.4 Consents and Approvals. No consent, waiver, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity is required by or with respect to Seller in connection with the execution and delivery of this Agreement by Seller or the consummation by Seller of the transactions contemplated hereby.

5.5 Title to Purchased Assets. Seller has good and valid title to all of the Purchased Assets (including the Transferred IP and the Transferred Technology), free and clear of any Liens. **Section 5.5** of the Disclosure Schedule sets forth all of the tangible assets held by Seller.

5.6 No Default. Each of the Transferred Agreements is a legal, binding and enforceable obligation of Seller. To the knowledge of Seller, no party to any Transferred Agreement is in material default thereunder or has breached any material term or provision thereof. Seller has performed, or is now performing, the obligations of, and is not in material default (or, to the knowledge of Seller, would be by the lapse of time and/or the giving of notice be in material default) in respect of, any Transferred Agreement. To the knowledge of Seller, no third party has raised any material claim, dispute or controversy with respect to any of the Transferred Agreements, nor has Seller received notice or warning of alleged material nonperformance, delay in delivery or other material noncompliance by Seller with respect to its obligations under any of those contracts.

5.7 Intellectual Property.

(a) **Section 5.7(a)(1)** of the Disclosure Schedule lists all Transferred IP that is Registered IP and lists any proceedings or actions before any court, tribunal (including the United States Patent and Trademark Office or equivalent authority anywhere in the world) related to any of the Registered IP. The websites available at the domain names listed in **Section 5.7(a)(2)** constitute all of the websites under which Seller operates the Business. No other person has any ownership interest in, or right or rightful claim to ownership in, any Transferred IP.

(b) The Purchased Assets, including the Transferred IP and the Transferred Technology, constitute or include all of the Intellectual Property Rights and other assets related to, used in, or necessary for the current use, operation or other exploitation of the Business and/or the Transferred Technology or Transferred IP, including the use, support, reproduction, distribution, marketing, sale, license or display of the Products.

(c) To Seller's knowledge, Seller has, and as a result of the transactions contemplated by this Agreement, Buyer will have, the right to use, pursuant to valid licenses, all software development tools,

library functions, compilers and all other third party software that are material to the Business that are used in the Business by Seller to create, modify, compile, operate or support any Software (including the Products) that is Transferred Technology or that are used in, incorporated into, integrated or bundled with, or used in the development of any Technology that is Transferred Technology or a Product, without any obligation to pay any royalties, accounting or other similar payments to any third party (except pursuant to the Transferred Agreements).

(d) Except for the Transferred Agreements, there are no contracts, licenses or agreements to which Seller is a party or is subject with respect to any material Transferred Technology or the Transferred IP. To Seller's knowledge and except pursuant to the Transferred Agreements, Seller is not a party to any agreement or contract pursuant to which Seller has any material obligations (whether or not contingent) relating to the any Transferred Technology or Transferred IP which obligations have not been performed, waived or satisfied.

(e) Seller has no knowledge that any Person is infringing or misappropriating the Transferred IP.

(f) To Seller's knowledge, neither the operation of the Business nor the use, provision, support, reproduction, making, distribution, marketing, sale, license or display of the Products or exploitation of the Purchased Assets (including the Transferred Technology or Transferred IP) by Seller did or does: (A) infringe or misappropriate the Intellectual Property Rights of any Person; (B) violate the rights of any Person (including rights to privacy or publicity); or (C) constitute unfair competition or trade practices under the laws of any jurisdiction (nor does Seller have knowledge of any basis therefore). Seller has not received written notice from any Person claiming that the Transferred IP is invalid, or that the operation of the Business or exploitation of the Purchased Assets (including the Transferred Technology or Transferred IP) infringes or misappropriates the Intellectual Property Rights of any Person or constitutes unfair competition or trade practices under the laws of any jurisdiction.

(g) Except as set forth in the Transferred Agreements, Seller has the full and unencumbered right to assign and transfer to Buyer all of Seller's rights in and under the Transferred Agreements without (i) breach or violation of such Transferred Agreements, (ii) incurring, or causing Buyer to incur, any obligation to any third party, including any royalty obligations, other than those obligations that Seller would have had had such transfer not taken place, or (iii) Buyer granting to any third party any right to or with respect to any Intellectual Property Rights owned by, or licensed to, Buyer other than the Transferred IP.

(h) The Transferred Technology and Products will perform in material accordance with the specifications generally provided to Seller's customers pursuant to the applicable Transferred Agreements.

5.8 Restriction on Business Activities. There is no judgment, injunction, order or decree of a Governmental Entity to which Seller is a party or, to the Knowledge of Seller, otherwise binding upon Seller which has or may reasonably be expected to have the effect of prohibiting or impairing the Purchased Assets (including the Transferred IP, Products and Transferred Technology) or as a result of this Agreement or the transaction contemplated hereby, limiting the freedom of Buyer to engage in any line of business or to compete with any Person. Seller has not entered into any agreement under which Seller is or Buyer will be restricted from selling, licensing, manufacturing or otherwise distributing any of the Purchased Assets (including the Transferred IP and Transferred Technology) or Products or from providing services to

customers or potential customers or any class of customers, in any geographic area, during any period of time, or in any segment of the market.

5.9 Taxes. Seller (i) has prepared and timely filed all Tax Returns it is required to file, and such Tax Returns are true and correct and have been completed in accordance with applicable laws; and (ii) has timely paid all Taxes required to be paid. There are (and immediately following the Closing there will be) no Liens on the Purchased Assets relating to or attributable to Taxes. Seller does not know of any basis for the assertion of any claim relating or attributable to Taxes for which Buyer would become liable as a result of the transactions contemplated by this Agreement or that would result in any Lien on the Purchased Assets or adversely affect the Business.

5.10 Litigation. There is no action, suit, claim or proceeding of any nature pending or, to the knowledge of Seller, threatened against Seller which relates to the Business or the Purchased Assets. There are no judicial or administrative actions, claims, suits, proceedings or investigations pending or, to the knowledge of Seller, threatened relating to the Key Employees and their relationship with the Seller.

5.11 Compliance with Laws. Seller has complied with, is not in violation of, and has not received any notices of violation with respect to any applicable statute, law or regulation with respect to the ownership of the Purchased Assets or the conduct or operation of the Business, including laws related to privacy, except such violations as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

5.12 Known Liabilities. To the Knowledge of Seller, Seller has no Liabilities that would be required under GAAP to be reflected in its balance sheet as of the date of this Agreement, other than the Liabilities set forth on Schedule 2.2(b) hereto. Brokers or Finders. Seller has not dealt with any broker or finder in connection with the transactions contemplated by this Agreement. Seller has not incurred, and shall not incur, directly or indirectly, any liability for any brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or any transaction contemplated hereby.

5.14 Due Diligence by Buyer. Buyer acknowledges that (a) it has conducted to its satisfaction an independent investigation of the financial condition, results of operations, assets, liabilities, properties, projected operations, workforce and affairs of the Business (including, without limitation, the Purchased Assets and the Assumed Liabilities) and, in making its determination to proceed with the transactions contemplated by this Agreement and the Ancillary Agreements, Buyer has relied solely on the results of its own independent investigation and the representations and warranties of Seller set forth in Article V, as supplemented, qualified and limited by the Disclosure Schedule, (b) such representations and warranties as so supplemented, qualified and limited constitute the sole and exclusive representations and warranties of Seller to Buyer in connection with the transactions contemplated hereby, and (c) SELLER IS NOT MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, BEYOND THOSE EXPRESSLY GIVEN IN THIS AGREEMENT AND THE ANCILLARY AGREEMENTS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY AS TO CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SUITABILITY, AS TO THE BUSINESS OR ANY ASSETS THEREOF (INCLUDING, WITHOUT LIMITATION, THE PURCHASED ASSETS), OR AS TO THE EFFECT OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR THE ANNOUNCEMENT THEREOF TO ANY PERSON, ON THE BUSINESS OR ITS RELATIONSHIP WITH ITS CUSTOMERS, CLIENTS, SUPPLIERS OR EMPLOYEES, AND IT IS UNDERSTOOD THAT BUYER TAKES (TO THE EXTENT OTHERWISE CONVEYED BY THIS

AGREEMENT AND THE ANCILLARY AGREEMENTS) THE BUSINESS AND THE ASSETS THEREOF (INCLUDING, WITHOUT LIMITATION, THE PURCHASED ASSETS) AS IS AND WHERE IS (SUBJECT TO THE BENEFIT OF THE REPRESENTATIONS AND WARRANTIES, COVENANTS AND AGREEMENTS SET FORTH IN THIS AGREEMENT, AS SUPPLEMENTED, QUALIFIED AND LIMITED BY THE SELLER DISCLOSURE SCHEDULE, AND THE ANCILLARY AGREEMENTS).

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as of the date of this Agreement and as of the Closing Date, as though made as of the Closing Date, as follows:

6.1 Organization, Good Standing and Qualification. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of Delaware. Buyer has all necessary corporate power and authority to own its properties and to carry on its business as now conducted, is duly qualified to transact business and is in good standing in all jurisdictions in which the nature of its business or of its properties make such qualification necessary.

6.2 Authority. Buyer has all requisite corporate power and authority to enter into this Agreement and the Ancillary Agreements to which it is a party and, subject to satisfaction of the conditions set forth herein, to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of Buyer, and no further action is required on the part of Buyer or its stockholders to authorize this Agreement and the transactions contemplated hereby. This Agreement has been, and upon their execution the Ancillary Agreements to which Buyer is a party will be, duly executed and delivered by Buyer, and this Agreement constitutes, and upon their execution the Ancillary Agreements to which Buyer is a party will constitute, legal, valid and binding obligations of Buyer, enforceable in accordance with their respective terms, subject to the effect of applicable bankruptcy, insolvency, reorganization or other similar laws affecting the rights of creditors and the effect or availability of rules of law governing specific performance, injunctive relief or other equitable remedies.

6.3 Brokers or Finders. Buyer has not dealt with any broker or finder in connection with the transactions contemplated by this Agreement. Buyer has not incurred, and shall not incur, directly or indirectly, any liability for any brokerage or finders' fees or agent's commissions or any similar charges in connection with this Agreement or any transaction contemplated hereby.

ARTICLE VII
COVENANTS AND AGREEMENTS

7.1 Confidentiality. Each of the parties hereto hereby agrees that the information obtained in any investigation pursuant to **Section 7.1** hereof, or pursuant to the negotiation and execution of this Agreement or the effectuation of the transactions contemplated hereby, shall be governed by the terms of the Non-Disclosure Agreement dated May 12, 2009 between Buyer and Seller (the "**Confidentiality Agreement**"). Buyer shall be free to use for any purpose any information retained by any employees of Seller who become employees of Buyer subsequent to the Closing, if any, as a result of their service as employees of Seller, whether tangible or in the minds of such employees, including any ideas, concepts, know how or techniques. Buyer shall have no obligation to pay any royalties for any work resulting from the use of such information.

Neither Buyer nor Seller will issue any press release or make any other public announcement relating to this Agreement or the transactions contemplated hereby without the prior consent of the other party.

7.2 Reasonable Efforts; Further Assurances; Cooperation. Subject to the other provisions of this Agreement, the parties hereto shall each use commercially reasonable efforts to perform their obligations herein and to take, or cause to be taken or do, or cause to be done, all things necessary, proper or advisable under applicable law to satisfy all conditions to the obligations of the parties under this Agreement and to cause the transactions contemplated herein to be effected in accordance with the terms hereof and shall cooperate fully with each other and their respective representatives in connection with any steps required to be taken as a part of their respective obligations under this Agreement. In addition, Seller agrees that if Buyer is required under any federal, state or local rules, regulations or laws to perform an audit of the Business, then Seller shall cooperate with Buyer and Buyer's accountants and other professional advisors in all reasonable respects.

7.3 Post Closing Tax Covenants. Seller will be responsible for the preparation and filing of all Returns of Seller (including Returns required to be filed after the Closing Date). Buyer will be responsible for the preparation and filing of all Returns it is required to file with respect to Buyer's ownership or use of the Purchased Assets or its operation of the Business attributable to taxable periods beginning after the Closing Date.

7.4 Non-Retention and Removal of Software and Technology. Following the Closing, neither Seller nor any employee shall retain any copies or embodiments of any Software or Technology included in the Purchased Assets, even if such Software or Technology are such that more than one copy may exist, and Seller shall remove all copies of such Software or Technology from any and all computers or other similar machines retained by Seller or its employees.

7.5 Non-Assignable Contracts. With respect to Contracts set forth on Schedule 7.5, Seller shall use commercially reasonable efforts to assist Buyer in obtaining the consent of the other Persons party thereto to the assignment thereof to Buyer or its designees such that Buyer or its designees shall be able to secure the benefits of such Transferred Agreements directly and upon receipt of such consent, Seller shall assign such Contract to Buyer or its designee and Buyer or its designee shall assume the obligations under such Contracts. Any Contract assigned pursuant to the foregoing sentence shall be deemed a Transferred Agreement for purposes of this Agreement.

ARTICLE VIII **SURVIVAL OF REPRESENTATIONS AND WARRANTIES**

The representations and warranties of Seller and Buyer contained in this Agreement shall terminate at Closing. The covenants and agreements set forth in this Agreement shall survive in accordance with their respective terms.

ARTICLE IX **GENERAL**

9.1 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

9.2 Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally or by commercial messenger or courier service on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail registered or certified, postage prepaid, and properly addressed as follows:

If to Buyer: Lithium Technologies, Inc.
621 Hollis Street, Suite 4
Emeryville, CA 94608
Attention: Mike Dinsdale
Facsimile: (866) 284-1961

With a copy to: Wilson Sonsini Goodrich & Rosati
Professional Corporation
650 Page Mill Rd.
Palo Alto, CA 94304
Attention: David J. Segre, Esq.
Facsimile: (650) 493-6811

If to Seller: Keibi Technologies, Inc.
71 Stevenson Street, Suite 1430
San Francisco, CA 94105
Attn: Peter van Pruissen

With a copy to: Morgan, Lewis & Bockius LLP
One Market, Spear Tower
San Francisco, CA 94105
Attention: Scott D. Karchmer, Esq.
Facsimile: (415) 442-1001

9.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, assigns, heirs, executors and personal representatives.

9.4 Entire Agreement; Modification; Waiver. This Agreement and the schedules and exhibits attached to this Agreement set forth the entire agreement of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding pertaining to any such matter shall be effective for any purpose. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by all of the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, any waiver of any other provision, 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.

9.5 Dispute Resolution. In the case of any disputes under this Agreement, either party may avail itself of any remedies available to it, whether at law or in equity, in accordance with **Section 9.8** hereof. Notwithstanding anything to the contrary, each party shall have the right to apply to any court within the County of San Francisco, California, at any time for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, notwithstanding any informal dispute resolution procedures herein.

9.6 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms and provisions of this Agreement, the prevailing party in such action shall be entitled, in addition to damages, injunctive or other relief, to its reasonable costs and expenses, and reasonable attorneys' fees.

9.7 Expenses. Each of the parties shall pay all costs and expenses incurred or to be incurred by it in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement and the exhibits hereto.

9.8 Construction. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF. EACH OF THE PARTIES HERETO IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY COURT WITHIN THE COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, IN CONNECTION WITH ANY MATTER BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE MATTERS CONTEMPLATED HEREIN, AGREES THAT PROCESS MAY BE SERVED UPON THEM IN ANY MANNER AUTHORIZED BY THE LAWS OF THE STATE OF CALIFORNIA FOR SUCH PERSONS, AND WAIVES AND COVENANTS NOT TO ASSERT OR PLEAD ANY OBJECTION THAT THEY MIGHT OTHERWISE HAVE TO SUCH JURISDICTION AND SUCH PROCESS.

9.9 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and assigns. No party may assign this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other party; *provided, however,* that Buyer may (a) assign any or all of its rights and interests hereunder to one or more of its Affiliates, and (b) designate one or more of its Affiliates to perform its obligations hereunder (in any or all of which cases Buyer nonetheless shall remain responsible for the performance of all of its obligations hereunder).

9.10 Relationship. The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. This Agreement does not create any agency, partnership, joint venture or trust.

9.11 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.

9.12 Severability. If any provision of this Agreement is held to be invalid or unenforceable at law, that provision will be reformed as a valid provision to reflect as closely as possible the original provision giving maximum effect to the intent of the parties, or if that cannot be done, will be severed from this Agreement without affecting the validity or enforceability of the remaining provisions.

9.13 Interpretation. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

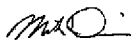
9.14 Extension; Waiver. At any time prior to the Closing, Buyer or Seller may (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, or (c) waive compliance with any of the agreements or conditions for the benefit thereof contained

herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of all of the parties hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

LITHIUM TECHNOLOGIES, INC.

By:  _____
Digitally signed by Mike Dinsdale
DN: cn=Mike Dinsdale, o=Lithium, ou,
email=Mike.Dinsdale@lithium.com, c=US
Date: 2009.05.31 21:55:28 -0700

Name: Mike Dinsdale

Title: CFO

KEIBI TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

[ASSET PURCHASE AGREEMENT]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

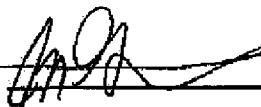
LITHIUM TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

KEIBI TECHNOLOGIES, INC.

By:  _____

Name: Jon Goldstein

Title: Chief Executive Officer

[ASSET PURCHASE AGREEMENT]

Schedule 1.1(i)
Excluded Assets

All cash, cash equivalents and marketable securities.

All bank accounts or other accounts with marketable securities.

Any and all accounts receivable for services rendered by Seller prior to May 31, 2009.

The deposit held by Seller's office landlord and any prepaid insurances or subscriptions not required to carry on Seller's business, such as marketing publications and trade associations.

The tangible real property of Seller not actively used in carrying Company's business as of the date of the Agreement, including without limitation, office equipment and computer hardware such as analog single line phones, a desktop copier/fax machine, laserjet 2840 printer, shredder, office and kitchen supplies, any computer hardware not in use by the employees hired by Buyer and servers not used to carry on Seller's business.

Schedule 1.1(r)
Non-Transferred Customer Contracts

1. Service Order to Master Services Agreement, between Keibi Technologies, Inc. and Coca Cola Company, dated May 1, 2009.
2. Form of Work Order – Sample to Service Agreement, between Keibi Technologies, Inc. and The Coca Cola Company, dated April 30, 2009.
3. Service Order to Master Services Agreement, between Keibi Technologies, Inc. and ESPN/Starwave Partners d/b/a ESPN Internet Venture, dated June 15 2008.
4. Frame Agreement for Ongoing Services, between Nokia Corporation and Keibi Technologies, Inc., dated October 1, 2008.
5. Service Agreement Relating to Moderation, between Nokia Corporation and Keibi, dated September 10, 2008.
6. Master License and Services Agreement, between Keibi Technologies, Inc. and Weplay, Inc., dated April 18, 2008.
7. Application Service Provider Agreement, between Keibi Technologies, Inc. and The Coca-Cola Company, dated March 3, 2008.
8. Service Order to the Application Services Agreement, between Keibi Technologies, Inc. and The Coca-Cola Company, dated March 3, 2008.
9. Master Service and License Agreement, between Keibi Technologies, Inc. and Looppa, S.A., dated August 27, 2008.
10. Master Service and License Agreement, between Keibi Technologies, Inc. and Screen 5ive Media, dated September 1, 2009.
11. Master Service and License Agreement, between Keibi Technologies, Inc. and Imbee, Inc., dated February 25, 2009.

Schedule 1.1(u) Products



KEIBI MODERATION SUITE

The Keibi Moderation Suite is a comprehensive solution for the moderation and classification of user-generated content (UGC). We help Online advertising inventory and improve revenue opportunity.

HOW IT WORKS...

The Keibi Moderation Suite quickly processes large volumes of UGC - images, Animations, Text and Video both uploaded and on sites only hosted sites - and heuristically grades it by looking at multiple signals such as individual item score, account history, and past history of violations. Potentially inappropriate items and accounts are prioritized for Moderator analysis. A unique user interface specifically designed for high throughput processing allows Moderators to quickly review items from multiple accounts simultaneously, easily investigate the location and author of questionable material, and pinpoint where problem content is most likely to appear.

... AND LEARNS

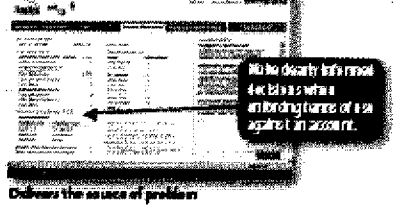
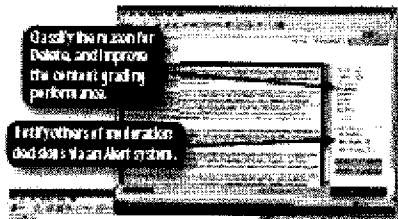
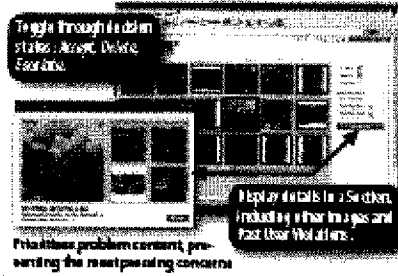
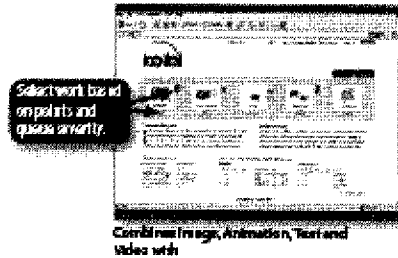
The solution also builds intelligence over time, learning what you deem inappropriate, and which specific accounts are chronic abusers of Terms of Use. By incorporating past decisions in future assessments, the solution continuously improves grading performance over time, which further improves the efficiency of moderation efforts.

A SOLUTION FOR MODERATION TEAMS

Moderators simply click on an item to toggle through decision states choosing to Accept, Delete or Escalate. They can also classify their reason for choosing to Delete a Post Item or Obscene, Racist, Violent or Abusive. An Alert system allows Moderators to forewarn others working on an aggregate Section or Account level of their decision against an individual item. Managers can view the activity levels of individual moderators, conduct quality assurance testing to ensure Terms of Use are uniformly enforced, and leverage business intelligence reports to assess the overall risk of inappropriate content on the site.

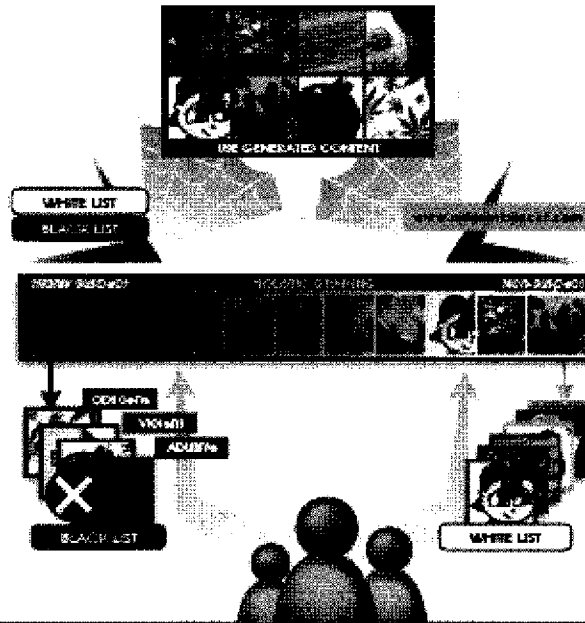
KEY FEATURES

- Combines Image, Animations, Text and Video item score as well as Account history for heuristic assessment of UGC.
- Provides Text classification against Obscenity, Violence, Abuse of Terms of Use (bullying or illegal activity) and Spam.
- Permanently locks Accepted and Deleted content to ensure the same content is not reviewed more than once.
- Automically collects hosted and linked content for thorough coverage.
- Automically removes deleted content.
- Alerts across to all items in multiple user accounts via a single web-based interface.
- Easy to adopt as a turnkey service.
- Quality control and Reports allow Managers to monitor moderation efforts and assess risk of problem content across site.





THE FOLLOWING DEPICTS THE KEIBI MODERATION SUITE WORKFLOW.



- An API automatically collects hosted and linked content
- All content types are scanned in combination with account history for holistic assessment of UGC
- Sites and accounts are prioritized from best to good for human moderation
- Block and Whire being avoid repeat reviews
- Decisions are fed back into the holistic grading system to refine future performance
- Alerts for automatic removal of disabled content and accounts

About Keibi Technologies, Inc.

Keibi Technologies provides software and services for the moderation and protection of user-generated content, allowing our customers to safely manage and benefit from the fast growing market. The Keibi Moderation Suite™ allows publishers, brands, agencies, and ad networks to protect their members, subscribers, and brands by quickly identifying and removing content that violates a site's terms of service. These capabilities are offered both as a hosted solution for ease by moderation and customer service teams and as a turn-key service for brands companies wanting to enhance their moderation effort completely.

Keibi Technologies, Inc. 71 Stevenson Street Suite 1430 San Francisco, CA 94105 (415) 467-0600 (415) 457-0330
www.keibitech.com | Copyright © 2009 Keibi Technologies, Inc.

Schedule 1.1(cc)
Transferred Agreements

1. Master License and Services Agreement, between Keibi Technologies, Inc. and YourSphereMedia, Inc., dated June 20, 2008
2. Master License and Services Agreement, between Keibi Technologies, Inc. and Tiny Pictures, Inc., dated October 8, 2008
3. Service Order to Master Services Agreement, between Keibi Technologies, Inc. and RockYou.com, dated August 1, 2007
4. Master License and Services Agreement, between Keibi Technologies, Inc. and Home Box Office, Inc., dated January 30, 2009
5. Master License and Services Agreement, between Keibi Technologies, Inc. and Stardoll Inc., dated March 16, 2009
6. Service Order #2 (1/15/09) to the Master Services Agreement, between Keibi Technologies, Inc. and Bebo, Inc., dated January 22, 2008
7. Master License and Services Agreement between Keibi Technologies, Inc. and Bebo.com, dated January 22, 2008
8. License Agreement for Use of Weka Software, between Waikatolink Limited and Keibi Technologies, Inc., as amended
9. Software License Agreement, between Keibi Technologies, Inc. and VIMA Technologies, Inc., dated December 1, 2006, as amended
10. Master Services Agreement between the Company and Opsource, Inc. dated May 30, 2007
11. Service Order OPO- KEIBI-003-V3 between the Company and Opsource, Inc., pursuant to the Opsource Master Service Agreement, executed May 29, 2009
12. Master Service and License Agreement, between Keibi Technologies, Inc. and NR2B Research, Inc., dated November 19, 2008
13. Oracle License and Service Agreement v061807, dated June 25, 2007, between Keibi Technologies, Inc. and Oracle Corporation.

**Schedule 1.1(dd)
Transferred IP**

Trademarks

Trademarks	Registration Date	Next Renewal	Country	Registration No.
Discover the Value Within	April 7, 2009	April 7, 2019	U.S.	3603487
Keibi	December 19, 2007	December 19, 2017	Australia	950076
Keibi	Published	Published	Canada	Application No. 1377148
Keibi	December 19, 2007	December 19, 2017	Int'l Registration-Madrid Protocol Only	950076
Keibi	April 14, 2009	April 14, 2019	U.S.	3606694
Keibi Moderation Suite		Allowed		Application No. 77249521

Patents

Patents:

None.

Patent applications:

U.S. Patent Application No. 11971856 for the Classification of Digital Content by Using Aggregate Scoring filed on January 9, 2008 attorney docket No. 100152-000100US

Domain Names

www.keibiinc.com
www.keibitech.com
www.moderationsoftware.com
www.moderationsolutions.com
www.socialmediamoderation.net
www.comfortzones.com

Schedule 2.2(a)
Assumed Liabilities

All obligations and liabilities of Seller under the Transferred Agreements

Schedule 2.2(b)

Post-Closing Keibi Liabilities

accrued, unbilled and unpaid May 2009 non-payroll operating expenses	\$ 21,012.34	see note 1
unpaid but billed trade accounts payable	\$ 66,664.44	see note 2
expected wind -down IT expenses	\$ 3,500.00	see note 3
refund to ESPN	\$ 12,000.00	see note 4
unpaid but guaranteed office lease commitment	\$ 43,645.00	see note 5
cost of required income tax filings 2008 and 2009	\$ 5,000.00	see note 6
required SF payroll tax filing - post wind-down	\$ 9,893.75	see note 7
accrued, unbilled wind-down legal expenses	\$ 17,000.00	see note 8
accrued, unbilled transaction legal expenses	\$ 25,000.00	see note 9
Total Unpaid Operating Expenses	\$ 203,715.53	
Total Unpaid Principal for Promissory Notes held by Hunt and Catamount	\$ 2,389,278.65	see note 10
Grand Total unpaid Keibi Liabilities	\$ 2,592,994.18	

Note 1

	Memo	Unpaid May
Paychex – Fees	payroll service charges	390.00
Comerica	bank service charges	237.49
Michelle Gonzalez	temp support and misc expenses	2,239.32
Flex Plan	2008 Balance Due	1,622.84
Check	FSA 01.31.09	2,000.00
Bowles, David	HR consulting	5,000.00
Rocket Science Consulting	IT wind down	3,500.00
Peter J. van Pruissen	CFO wind down fees	2,281.25
Jon Goldstein	CEO wind down fees	1,500.00
Arrowhead	water service	86.72
1-800-CONFERENCE	conf cal service	87.09
AT&T	office phone service	1,086.01
Comerica Commercial Card	corp credit card payoff	981.62
Total May Opex		21,012.34

Note 2

Type	Date	Num	Memo	Open Balance
Global Technology Services				
Bill	12/26/2008	4165	Nov 08	6,534.00
Bill	12/26/2008	4166	Dec 1 to 15 2008	<u>3,500.00</u>
Total Global Technology Services				10,034.00
HyperArts				
Bill	03/13/2009	HA209018	Website feature and functionality enhancements	<u>1,147.50</u>
Total HyperArts				1,147.50
OpSource				
Credit	03/31/2009	CM-002116	Feb '09 outage	-13,300.10
Credit	03/31/2009	CM-002105	Nov '08 outage	-20,734.00
Credit	05/08/2009	CM-002166	April '09 outage credit	-24,182.00
Credit	04/30/2009	CM-002166	credit for April outage	-24,182.00
Bill	03/02/2009	8256	8256	24,182.00
Bill	03/05/2009	7720	7720 inv date 12.31.08	4,196.96
			6010-add'l - Inv date	
Bill	03/05/2009	6010 - add'l	08.05.08	5,562.95
Bill	03/05/2009	7271	7271 Inv date 12.01.08	13,050.00
Bill	03/05/2009	7276	7276 inv date 12.01.08	4,800.00
Bill	03/05/2009	7279	7279 inv date 12.01.08	240.00
Bill	03/05/2009	7290	7279 inv date 12.01.08	350.00
Bill	03/05/2009	7334	7334 inv date 12.01.08	750.00
Bill	03/05/2009	7335	7335 inv date 12.01.08	494.00
Bill	03/05/2009	7336	7336 inv date 12.01.08	1,050.00
Bill	03/05/2009	7801	7801 inv date 1.15.09	350.00
Bill	03/05/2009	7802	7802 inv date 01.15.09	1,500.00
Bill	03/05/2009	7803	7803 inv date 01.15.09	4,800.00
Bill	03/05/2009	7805	7805 inv date 01.15.09	240.00
Bill	03/05/2009	7804	7804 inv date 1.15.09	7,532.09
Bill	04/01/2009	8698	services for April '09	24,182.00
			Req. services for April	
Bill	04/01/2009	8826	'09	354.04
			Req. services for April	
Bill	04/01/2009	8825	'09	350.00
			On Demand Services for	
Bill	05/01/2009	9037	May '09	24,182.00
		OPO-KEIBI-		
Bill	05/29/2009	003-V2	may services	<u>17,315.00</u>
Total OpSource				53,082.94

SmartBrief, Inc.				
Bill	02/25/2009	3600-6451-1	advertising	<u>2,400.00</u>
Total SmartBrief, Inc.				<u>2,400.00</u>
TOTAL				<u><u>66,664.44</u></u>

Note 3

Expected cost of \$ 3,000 for Keibi's outsourced IT contractor to wind down the IT infrastructure, power down servers, create backups, prepare hardware for disposition, redirect website and email DNS services.

Note 4

Keibi has agreed to refund ESPN the second half of its prepaid annual contract fees, after it abandoned implementation, amount expected to remit early June is \$ 12,000.

Note 5

Keibi has secured ifs office lease payment with a letter of credit, June rent has been paid. July 2009 through January 2010 remains committed, or 7 months at \$ 6,235 or \$ 43,645.

Note 6

Keibi intends to have prepared its income tax returns for 2008 and 2009 and has accrued the cost of preparation

Note 7

Keibi is obligated to file a final SF payroll tax return for the 2009 short period, with owed tax equal to 1.5% of 2009 payroll.

Note 8

Keibi has accrued legal fees to cover expenses incurred during its wind –down process, not related to its sales of certain assets.

Note 9

Keibi has accrued legal fees to cover expenses incurred during its wind –down process, specifically related to its sales of certain assets.

Note 10

Keibi has repaid a certain amount to its noteholders, Hunt Ventures and Catamount Ventures, but of the \$ 3,200,000.00 note, \$ 2,389,278.65 principal remains outstanding as unpaid.

Schedule 4.1(c)
Transferred Agreements Requiring Consent

1. Consent of WaikatoLink to the assignment of the License Agreement between the Company and Waikatolink Limited, for use of Weka Software, dated June 26, 2007, as amended by License Agreement amendment, dated January 27, 2009.

Schedule 4.1(d)
Third Party Consents

1. Consent of WaikatoLink to the assignment of the License Agreement between the Company and Waikatolink Limited, for use of Weka Software, dated June 26, 2007, as amended by License Agreement amendment, dated January 27, 2009.
2. Consent of Hunt Ventures Fund I, L.P. ("Hunt") and Catamount Ventures II, L.P. ("Catamount"), as secured lenders, under the Note and Warrant Purchase Agreement, dated October 10, 2008, among Seller, Hunt and Catamount
3. Consent the stockholders as required under the Delaware General Corporation Law and the certificate of incorporation of Seller

Schedule 7.5

Non-Assignable Contracts

1. Service Order to Master Services Agreement, between Keibi Technologies, Inc. and Coca Cola Company, dated May 1, 2009.
2. Form of Work Order – Sample to Service Agreement, between Keibi Technologies, Inc. and The Coca Cola Company, dated April 30, 2009.
3. Application Service Provider Agreement, between Keibi Technologies, Inc. and The Coca-Cola Company, dated March 3, 2008.
4. Service Order to the Application Services Agreement, between Keibi Technologies, Inc. and The Coca-Cola Company, dated March 3, 2008.
5. Frame Agreement for Ongoing Services, between Nokia Corporation and Keibi Technologies, Inc., dated October 1, 2008.
6. Service Agreement Relating to Moderation, between Nokia Corporation and Keibi, dated September 10, 2008.

Seller Disclosure Schedule

Section 5.5

Tangible Assets

From coloserv:

integration.keibitech.com (2U box)
HP 2425 Switch

Office servers:

lockjaw (wiki)
1 – 1U
Serial number:
P0900078

jira
1 – 1U
Serial number:
L18501A6060491

cvs (svn)
colossus
qa
3 – AMD Opteron 1U boxes.
Serial numbers:
TC7RP20A0029
TF6B84400011
TF6B84500018

M drive back up server
Dell Dimension 9200

build (sitescope for integration)

Sonicwall (VPN to OpSource)
Juniper (VPN to office)

Employee pc workstations:

Pierre – Laptop (PC) & 22” monitor & 19” monitor
Laptop: IBM Lenovo ThinkPad T60p
Monitor: ViewSonic VA226W
Monitor: Dell 2007WFPb

Scott – Laptop (PC) & 22” monitor
Laptop: IBM Lenovo ThinkPad T61

Monitor: ViewSonic VA226w

Derek – Macbook Pro & 24” monitor

Laptop: MacBook Pro 15”

Monitor: Dell 2407WFPb

Eddie – Desktop & 24” monitor & 19” monitor & Dell laptop

Desktop: Dell Optiplex 740

Laptop: Dell Inspiron 1501

Monitor: Samsung SyncMaster 204B

Monitor: Dell 2407WFPb

Section 5.7(a)(1)

Registered IP

See Schedule 1.1(cc) under Trademarks.

Section 5.7(a)(2)

Domain Names

See Schedule 1.1(cc) under Domain Names.

Section 5.8
Restriction on Business Activities

None.

Section 5.9
Taxes

Seller has not yet filed Federal and California State tax returns for CY 2008 but has timely filed the appropriate extension requests.