

## 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
Rolling Solutions LLC		12/31/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Internet Pipeline, Inc.		
Street Address:	750 Springdale Drive		
City:	Exton		
State/Country:	PENNSYLVANIA		
Postal Code:	19341		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3873463	XRAE X	
CORRESPONDENCE DATA			
Fax Number:	8886497733		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-658-1890		
Email:	akatz@belleskatz.com		
Correspondent Name:	Andrew B. Katz		
Address Line 1:	721 Dresher Road, Suite 1100		
Address Line 4:	Horsham, PENNSYLVANIA 19044		
NAME OF SUBMITTER:	Andrew B. Katz		
Signature:	/Andrew B. Katz/		
Date:	02/22/2013		
Total Attachments: 3			
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source=Asset Purchase Agreement_Internet Pipeline Inc_Rolling Solutions LLC_12-31-2012#page2.tif			
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**ASSET PURCHASE AGREEMENT**

dated as of December 31, 2012

by and among

INTERNET PIPELINE, INC.  
and

ROLLING SOLUTIONS LLC  
and

THOMAS BELLIG, TIMOTHY BELLIG

MIKE BELLIG AND JASON SPERSKE

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**TRADEMARK**  
**REEL: 004981 FRAME: 0800**

## ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated this 31st of December 2012 (the "Agreement"), among INTERNET PIPELINE, INC., a Delaware corporation ("Buyer"), ROLLING SOLUTIONS LLC, a California limited liability company ("Seller"), and THOMAS BELLIG, TIMOTHY BELLIG, MIKE BELLIG and JASON SPERSKE (each, a "Member" and collectively, the "Members").

WHEREAS, Thomas Bellig owns 28.57% of the outstanding membership interests of Seller, Timothy Bellig owns 28.57% of the outstanding membership interests in Seller, Mike Bellig owns 28.57% of the outstanding membership interests in Seller, and Jason Sperske owns 14.29% of the outstanding membership interests in Seller.

WHEREAS, the parties desire that Seller sells, assigns, transfers, conveys and delivers to Buyer, and that Buyer purchase and acquire from Seller, all of the right, title and interest of Seller in and to substantially all of the assets of Seller, upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations and warranties, covenants and agreements contained herein, the parties hereto, intending to be legally bound, agree as follows:

### ARTICLE I

#### DEFINITIONS

1.1 Certain Defined Terms. When used in this Agreement, the following terms shall have the meanings assigned to them in this Article I:

"Accounts Receivable" means (a) all trade accounts receivable and other rights to payment from customers of Seller and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of goods shipped or products sold or services rendered to customers of Seller, (b) all other accounts or notes receivable of Seller and the full benefit of all security for such accounts or notes and (c) any claim, remedy or other right related to any of the foregoing.

"Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

"Ancillary Agreements" means the Promissory Note, Bill of Sale, the Assignment and Assumption Agreement, the Patent Assignments, the Trademark Assignments, the Copyright Assignments, the Domain Name Assignments and the other agreements, instruments and documents delivered at the Closing.

"Benefit Plan" means (a) any "employee benefit plan" as defined in ERISA Section 3(3), including any (i) nonqualified deferred compensation or retirement plan or arrangement which is an Employee Pension Benefit Plan (as defined in ERISA Section 3(2)), (ii) qualified defined

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contribution retirement plan or arrangement which is an Employee Pension Benefit Plan, (iii) qualified defined benefit retirement plan or arrangement which is an Employee Pension Benefit Plan (including any Multiemployer Plan (as defined in ERISA Section 3(37)) and (iv) Employee Welfare Benefit Plan (as defined in ERISA Section 3(1)) or material fringe benefit plan or program, or (b) stock purchase, stock option, severance pay, employment, change-in-control, vacation pay, company awards, salary continuation, sick leave, excess benefit, bonus or other incentive compensation, life insurance, or other employee benefit plan, contract, program, policy or other arrangement, whether or not subject to ERISA.

**"Books and Records"** means books of account, general, financial and warranty records, invoices, supplier lists, product specifications, product formulations, drawings, correspondence, engineering, design, programming, operating and production records, advertising and promotional materials, credit records of customers, books and records relating to Seller Intellectual Property, the employee and personnel records of the Transferred Employees and all other documents, records and files of Seller relating to the conduct of Seller's business.

**"Business"** means the business of Seller designing, developing, marketing and distributing insurance underwriting software products, insurance underwriting software-based applications, and insurance underwriting Internet-based software applications and related services and solutions, including but not limited to, (i) the XRAE Underwriting Software, (ii) XRAE Lite, (iii) XRAE Brokerage, (iv) XRAE Direct, (v) WFBRAE, and (vi) XRAE Web Service (collectively, the **"XRAE Products"**).

**"Business Authorizations"** means the authorizations, approvals, consents, certificates, licenses, permits or franchises of or from any Governmental Entity or pursuant to any Law which are necessary for Seller to conduct the Business as currently conducted or as proposed to be conducted or for the ownership and use of the assets owned or used by the Seller in the conduct of the Business.

**"Business Day"** means a day other than a Saturday, Sunday or other day on which banks located in New York City are authorized or required by Law to close.

**"Charter Documents"** means, with respect to any entity, the certificate of incorporation, certificate of formation, the articles of incorporation, by-laws, articles of organization, limited liability company agreement, partnership agreement, formation agreement, joint venture agreement or other similar organizational documents of such entity (in each case, as amended).

**"Code"** means the Internal Revenue Code of 1986.

**"Contract"** means any written or oral agreement, contract, license, lease, commitment, arrangement or understanding, sales order or purchase order, including but not limited to any agreement or series of related agreements providing for (a) any sale, purchase, lease or license of any asset or service, (b) any partnership, joint venture, joint development, joint marketing agreement or other similar arrangement, (c) any distribution, reseller, referral, dealer, representative or sales agency relationship, (d) any grant of exclusive marketing or any other rights of any type or scope, (e) the indemnification of any Person, the undertaking to be responsible for consequential damages, or the assumption of any Tax, environmental or other

Liability, (f) any issuance of debt or borrowing of money or guarantee, pledge or undertaking of the debt of any other Person, (g) any restraint on the ability to engage or compete in any manner or in any business, (h) the acquisition or disposition of any business (whether by merger, sale of stock, sale of assets or otherwise), or (i) any employment, consulting, termination or severance agreement.

**"ERISA"** means the Employee Retirement Income Security Act of 1974.

**"ERISA Affiliate"** means any entity which is a member of a "controlled group of corporations" with, under "common control" with or a member of an "affiliated services group" with, Seller, as defined in Section 414(b), (c), (m) or (o) of the Code.

**"GAAP"** means generally accepted accounting principles in the United States.

**"Governmental Entity"** means any entity or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to United States federal, state, local, or municipal government, foreign, international, multinational or other government, including any department, commission, board, agency, bureau, subdivision, instrumentality, official or other regulatory, administrative or judicial authority thereof, and any non-governmental regulatory body to the extent that the rules and regulations or orders of such body have the force of Law.

**"Indebtedness"** means any of the following: (a) any indebtedness for borrowed money, (b) any obligations evidenced by bonds, debentures, notes or other similar instruments, (c) any obligations to pay the deferred purchase price of property or services, (d) any obligations as lessee under capitalized leases, (e) any indebtedness created or arising under any conditional sale or other title retention agreement with respect to acquired property, (f) any obligations, contingent or otherwise, under acceptance credit, letters of credit or similar facilities, (g) any hedging obligations and (h) any guaranty of any of the foregoing.

**"Indemnitee"** means any Person that is seeking indemnification from an Indemnitor pursuant to the provisions of this Agreement.

**"Indemnitor"** means any party hereto from which any Indemnitee is seeking indemnification pursuant to the provisions of this Agreement.

**"Intellectual Property"** means any and all intellectual property or proprietary rights of any kind of Seller, including without limitation: (a) inventions (whether or not patentable), trade secrets, technical and non-technical data, databases, lists of actual or potential customers, service providers or suppliers, customer lists, designs, tools, formulas, compilations, programs, methods, processes, technology, ideas, know-how, source code, product road maps and other proprietary information and materials ("**Proprietary Information**"); (b) trademarks and service marks (whether or not registered), trade names, domain names, logos, slogans, tag lines, trade dress and other proprietary indicia and all goodwill associated therewith; (c) documentation, advertising copy, marketing materials, websites, specifications, mask works, drawings, graphics, databases, recordings and other works of authorship, whether or not protected by Copyright; (d) software, including without limitation data files, source code, object code, application programming

interfaces, user interfaces, databases and other software-related specifications, algorithms, models, methodologies, design documents, flow-charts, documentation, user manuals and training materials relating thereto and any translations thereof (collectively, "**Software**"); and (e) all forms of legal rights and protections that may be obtained for, or may pertain to, the Intellectual Property set forth in clauses (a) through (d) in any country of the world ("**Intellectual Property Rights**"), including all letters patent, patent applications, provisional patents, design patents, PCT filings, invention disclosures and other rights to inventions or designs, including, without limitation, Patent Application No: 12/207,275 filed on September 9, 2008 and Provisional application 60/971,856 filed on September 12, 2007 ("**Patents**"), all registered and unregistered copyrights in both published and unpublished works ("**Copyrights**"), all registered and unregistered trademarks, service marks and other proprietary indicia ("**Marks**"), trade secret rights, mask works, moral rights or other literary property or authors rights, and all applications, registrations, issuances, divisions, continuations, renewals, reissuances and extensions of the foregoing.

"**Inventory**" means all raw materials, work-in-process, supplies, materials and other inventories of Seller, including all such items wherever located, and all rights with respect to the processing and completion of all works-in-process of Seller, including the right to collect and receive charges for services performed by Seller with respect thereto.

"**Knowledge**" of Seller or any similar phrase means, with respect to any fact or matter, the actual knowledge of each or either of the Members, together with such knowledge that the Members, or either of them, discover after reasonable investigation of such Members' files and information in the possession or control of such Member or which are obtainable by a Member without unreasonable cost or effort, concerning the existence of the fact or matter in question.

"**Law**" means any statute, law (including common law), constitution, treaty, ordinance, code, order, decree, judgment, rule, regulation and any other binding requirement or determination of any Governmental Entity.

"**Liability**" means any liability or obligation of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of a Person.

"**Lien**" means, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest, adverse claim or other encumbrance of any kind whatsoever in respect of such property or asset.

"**Membership Interests**" means the membership interests or units Seller that confer on a Person the right to receive a share of the profits and losses of, or distribution of assets, of Seller.

**"Order"** means any award, injunction, judgment, decree, order, ruling, subpoena or verdict or other decision issued, promulgated or entered by or with any Governmental Entity of competent jurisdiction.

**"Person"** means an individual, a corporation, a partnership, a limited liability company, a trust, an unincorporated association, a Governmental Entity or any other entity or body.

**"Proceeding"** means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

**"Seller Accounting Principles"** means principals used for book keeping and tax returns as consistently applied by Seller in accordance with past practices.

**"Subsidiary"** means any corporation, partnership, limited liability company, association or other business entity of which a Person owns directly or indirectly, more than 10% of the voting equity thereof.

**"Tax" or "Taxes"** means any and all federal, state, local, or foreign net or gross income, gross receipts, net proceeds, sales, use, ad valorem, value added, franchise, bank shares, withholding, payroll, employment, excise, property, deed, stamp, alternative or add-on minimum, environmental, profits, windfall profits, transaction, license, lease, service, service use, occupation, severance, energy, unemployment, social security, workers' compensation, capital, premium, and other taxes, assessments, customs, duties, fees, levies, or other governmental charges of any nature whatever, whether disputed or not, together with any interest, penalties, additions to tax, or additional amounts with respect thereto.

**"Tax Returns"** means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

**"Taxing Authority"** means any Governmental Entity having jurisdiction with respect to any Tax.

**"S" or "Dollars"** means United States dollars.

1.2 Other Defined Terms. Other defined terms used in this Agreement have the meanings assigned to such terms in this Agreement.

## ARTICLE II

### PURCHASE AND SALE

2.1 Purchase and Sale of the Purchased Assets. Upon the terms and subject to the conditions of this Agreement, at the Closing (as defined in Section 3.1), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase, acquire and accept from the

Seller, free and clear of Liens, the entire right, title and interest of Seller in, to and under all of the assets, properties and rights of every kind and description, real, personal and mixed, tangible and intangible, wherever situated, that are owned by Seller, other than the Excluded Assets (the "Purchased Assets"). The Purchased Assets include the following assets, properties and rights:

- (a) all Inventory;
- (b) all equipment, computers, machinery, fixtures, furniture, supplies, accessories, signs, materials, parts, office equipment, telephones and all other items of tangible personal property, of Seller;
- (c) all Intellectual Property including, but not limited to, the computer programs, applications, solutions and related services related to the XRAE Products;
- (d) all Contracts of Seller set forth on Schedule 2.1(d) ("Assigned Contracts");
- (e) all Accounts Receivable;
- (f) all Business Authorizations, to the extent assignable to Buyer;
- (g) all Books and Records, to the extent assignable to Buyer;
- (h) all claims, causes of action, choses in action, rights of recovery and rights under all warranties, representations and guarantees made by suppliers to the Business arising from or relating to the Purchased Assets or the Assumed Liabilities;
- (i) all insurance benefits, to the extent assignable to Buyer, including rights and proceeds, arising from or relating to the Purchased Assets or the Assumed Liabilities;
- (j) all prepaid expenses;
- (k) all security deposits, earnest deposits and all other forms of deposit or security placed with or by Seller for the performance of an Assigned Contract or otherwise; and
- (l) all goodwill of the Business as going concern.

2.2 Excluded Assets. The Purchased Assets do not include, and Seller is not selling, assigning, transferring, conveying or delivering hereunder, and Buyer is not purchasing, acquiring or accepting from Seller hereunder, any of the assets, properties or rights set forth in this Section 2.2 (collectively, the "Excluded Assets"):

- (a) All Contracts that are not Assigned Contracts (the "Excluded Contracts");
- (b) Any Inventory listed on Schedule 2.2(b) (the "Excluded Inventory");



(c) Any equipment, computers, machinery, fixtures, furniture, supplies, accessories, signs, materials, parts, office equipment, telephones and all other items of tangible personal property listed on Schedule 2.2(c) (the "**Excluded Equipment**");

(d) the Charter Documents, minute books, Tax Returns, books of account or other records having to do with the company organization of Seller or records of Seller which are protected by attorney-client privilege;

(e) all cash, cash equivalents and marketable securities of Seller, including, without limitation, distributions of cash, cash equivalents and marketable securities of Seller made by Seller to its members from time to time (each, a "**December Distribution**") in amounts determined by Seller;

(f) all insurance policies of Seller and, subject to Section 2.1(j) hereof, all rights and benefits thereunder; and

(g) the rights which accrue or will accrue to Seller under this Agreement and the Ancillary Agreements.

**2.3 Assumed Liabilities.** Upon the terms and subject to the conditions of this Agreement, Buyer shall assume effective as of the Closing, and from and after the Closing Buyer shall pay, discharge or perform when due, as appropriate, only the following Liabilities of Seller (the "**Assumed Liabilities**"), and no other Liabilities: all Liabilities in respect of the Assigned Contracts, including without limitation, any prepaid future services associated with such Assigned Contracts, but only to the extent that such Liabilities thereunder are required to be performed after the Closing Date and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by Seller, in each case, prior to the Closing.

**2.4 Excluded Liabilities.** Buyer shall not assume any Liabilities of Seller or any Member (such unassumed Liabilities, the "**Excluded Liabilities**") other than those specifically set forth in Section 2.3. Without limiting the generality of the foregoing, in no event shall Buyer assume or incur any Liability in respect of, and Seller shall remain bound by and liable for, and shall pay, discharge or perform when due, the following Liabilities:

(a) any (i) Taxes relating to the Business or the Purchased Assets for any period ending on or prior to the Closing Date, and (ii) any Taxes of Seller;

(b) any Liabilities in respect of the Excluded Contracts and Excluded Assets;

(c) any Liability, warranty and similar claims for damages or injury to person or property, claims of infringement of Intellectual Property Rights and all other Liabilities, regardless of when made or asserted, which arise out of or are based upon any events occurring or actions taken or omitted to be taken by Seller, or otherwise arising out of or incurred in connection with the conduct of the Business, on or before the Closing Date.

(d) any Indebtedness of Seller;

(e) any Liability under any Benefit Plan of Seller or relating to payroll, vacation, sick leave, workers' compensation, unemployment benefits, pension benefits, employee stock option or profit-sharing plans, health care plans or benefits or any other employee plans or benefits of any kind for Seller's employees or former employees or both;

(f) any pending or threatened litigation, whether or not disclosed by Seller to Buyer; and

(g) any Liability arising out of or incurred in connection with the negotiation, preparation and execution of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby, including Taxes and fees and expenses of counsel, accountants and other experts.

2.5 Purchase Price. The consideration for the Purchased Assets (the "Purchase Price") shall be [REDACTED] Dollars [REDACTED], subject to adjustment in accordance with Section 2.6 below, plus the assumption of [REDACTED] in Assumed Liabilities listed in Schedule 2.5. At the Closing, the Purchase Price shall be delivered by Buyer to Seller as follows:

(a) [REDACTED] by wire transfer of immediately available funds (the "Cash Portion"); and

(b) [REDACTED], subject to any adjustments described herein, payable in the form of the Promissory Note bearing interest at four percent (4%) per annum and with a maturity date on December 31, 2013, which Promissory Note shall be in the form of Exhibit A hereto (the "Promissory Note").

2.6 Purchase Price Adjustment Amount.

(a) During 2012, Seller billed and collected a total of [REDACTED] from the following five (5) customers of Seller (collectively, the "Renewable Customers"): AXA, Legal & General, Lincoln, Principal and SBIJ. The Purchase Price shall be subject to an increase or decrease based on the increase or decrease in 2013 Renewal Billings (as defined below) realized by Buyer from the Renewable Customers. If the 2013 Renewal Billings are less than \$325,000, the Purchase Price shall be reduced by an amount equal to 3.5 times the amount that the 2013 Renewal Billings are below \$325,000. To the extent 2013 Renewal Billings exceeds \$505,000, the Purchase Price shall be increased by an amount equal to 2.75 times the amount that the 2013 Renewal Billings exceed \$505,000. For purposes hereof, the term "2013 Renewal Billings" means the total annual renewal amounts billed to Renewable Customers by Buyer during 2013 for renewals of XRAE Products provided that in order for the Purchase Price to be increased hereunder, 2013 Renewal Billings will only be included if the committed renewal period is at least three (3) years commencing in 2013 (with the understanding, however, that the amount applied to calculate the 2013 Renewal Billings shall only include a 1-year portion of the amount billed that is applicable to the initial one (1) year period of such 3-year renewal) and provided

(f) No Person other than Seller is in possession of any of the Leased Real Property or any portion thereof, and there are no leases, subleases, licenses, concessions or other agreements, written or oral, granting to any Person other than Seller the right of use or occupancy of the Leased Real Property or any portion thereof.



4.14 Intellectual Property.

(a) Schedule 4.14(a) of the Seller Disclosure Schedule lists (by name, owner and, where applicable, registration number and jurisdiction of registration, application, certification or filing) all of the Intellectual Property; *provided, however, that Schedule 4.14(a) is not required to list items of Intellectual Property which are both (i) immaterial to the Business and (ii) not registered or the subject of an application for registration.*

(b) Schedule 4.14(b) of the Seller Disclosure Schedule lists all licenses, sublicenses and other agreements pursuant to which a third party authorizes Seller to use, practice any rights under, or grant sublicenses with respect to, any Intellectual Property owned by a third party ("**In-Bound Licenses**"), including the incorporation of any such Intellectual Property into products of Seller and, with respect to each In-Bound License, the name of the licensee(s) and whether the In-Bound License is exclusive or non-exclusive. Without in any way limiting any other representations or warranties set forth in this Agreement, Seller hereby represents and warrants that Seller is in full compliance with the licenses in respect of any Public Software scheduled pursuant to Schedule 4.14(i)(vi) of the Seller Disclosure Schedule.

(c) Schedule 4.14(c) of the Seller Disclosure Schedule lists all licenses, sublicenses and other agreements pursuant to which Seller authorizes a third party to use, practice any rights under, or grant sublicenses with respect to, any Intellectual Property or pursuant to which Seller grants rights to use or practice any rights under any Intellectual Property owned by a third party ("**Out-Bound Licenses**"). Each Out-Bound License is non-exclusive.

(d) Seller (i) solely and exclusively owns the entire right, interest and title to each item of Intellectual Property free and clear of Liens, or (ii) otherwise rightfully uses or is authorized to use such Intellectual Property pursuant to the terms of a valid and enforceable written In-Bound License that is listed in Schedule 4.18(b). The Intellectual Property, including without limitation, Seller's rights under the In-Bound Licenses, constitutes all the Intellectual Property used in or necessary for the operation of the Business as it is currently conducted and as proposed to be conducted.

(e) All registration, maintenance and renewal fees related to Patents, Marks, Copyrights and any other certifications, filings or registrations that are owned by Seller or otherwise used in the Business ("**Seller Registered Items**") that are currently due have been paid and all documents and certificates related to such Seller Registered Items have been filed with the relevant Governmental Entity or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of maintaining such Seller Registered Items. With the exception of any filings or other actions required to be taken pursuant to this Agreement for purposes of transferring ownership to Buyer, there are no actions that must be taken by Buyer within 180 days after the date hereof, including the payment of any registration, maintenance or renewal fees or the filing of any documents, applications or certificates for the purposes of

maintaining, perfecting or preserving or renewing any Seller Registered Items. All Seller Registered Items are in good standing, held in compliance with all applicable legal requirements and enforceable by Seller. All Patents that have been issued to Seller are valid.

(f) To Seller's knowledge, there are no challenges (or any basis therefor) with respect to the validity or enforceability of any Seller Registered Items. Schedule 4.14(f) of the Seller Disclosure Schedule lists the status of any proceedings or actions before the United States Patent and Trademark Office or any other Governmental Entity anywhere in the world related to any of the Intellectual Property, including the due date for any outstanding response by Seller in such proceedings. Seller has not taken any action or failed to take any action that could reasonably be expected to result in the abandonment, cancellation, forfeiture, relinquishment, invalidation, waiver or unenforceability of any Seller Registered Item. Schedule 4.14(f) lists all previously held Seller Registered Items that Seller has abandoned, cancelled, forfeited or relinquished during the twelve (12) months prior to the date of this Agreement.

(g) None of Seller's Intellectual Property (including, without limitation, the Seller Owned Software as defined below) has infringed or infringes upon, or otherwise unlawfully used or uses, the Intellectual Property Rights of any third party. Seller by conducting the Business as currently conducted or as proposed to be conducted, has not infringed or infringes upon, or otherwise unlawfully used or uses, any Intellectual Property Rights of a third party. Seller has not received any communication alleging that Seller has violated or, by conducting the Business as currently conducted or as proposed to be conducted, would violate, any Intellectual Property Rights of a third party and, to Seller's Knowledge, there is no basis therefor. No Action has been instituted, or, to Seller's Knowledge, threatened, relating to any Intellectual Property and none of the Intellectual Property is subject to any outstanding Order. To Seller's Knowledge, no Person has infringed or is infringing any of Seller's Intellectual Property Rights or has otherwise misappropriated or is otherwise misappropriating Seller Intellectual Property.

(h) Seller has taken all reasonable steps and implemented all reasonable procedures necessary to protect and preserve the confidentiality and proprietary nature of all of its Proprietary Information that is not covered by an issued Patent. Any receipt or use by, or disclosure to, a third party of Seller's Proprietary Information has been pursuant to the terms of binding written confidentiality and non-use agreement between Seller and such third party ("Nondisclosure Agreements"). True and complete copies of the Nondisclosure Agreements and any amendments thereto, have been provided to Buyer. Seller is, and to Seller's Knowledge, all other parties thereto are, in compliance with the provisions of the Nondisclosure Agreements. Seller is in compliance with the terms of all Contracts pursuant to which a third party has disclosed to, or authorized Seller or such Seller to use, Proprietary Information owned by such third party. Except as set forth on Schedule 4.14(h), there is no Nondisclosure Agreement that is not an Assigned Contract.

(i) All current and former employees, consultants and contractors of Seller who otherwise have any rights in or to any Intellectual Property, including any Person who has conceived, created or developed or assisted in the conception, creation or development of any Intellectual Property regardless of whether or not then employed by or under contract with Seller

have executed and delivered valid and enforceable written agreements with Seller regarding the protection of Proprietary Information and provided valid and enforceable written assignments to Seller of all work, inventions, improvements or other Intellectual Property conceived, created or developed by such employees, consultants, contractors or other Persons in connection with their services for Seller ("**Work Product Agreements**") and, to Seller's knowledge, they are all in compliance with such Work Product Agreement. True and complete copies of the Work Product Agreements have been provided to Buyer. There is no Work Product Agreement that is not an Assigned Contract. No current or former employee, consultant or contractor or any other Person has any right, claim or interest to any of the Intellectual Property.

(j) No employee, consultant or contractor of Seller has been, or is, by performing services for the Business, in violation of any term of any employment, invention disclosure or assignment, confidentiality or noncompetition agreement or other restrictive covenant or any Order as a result of such employee's, consultant's or contractor's employment in the Business or any services rendered by such employee, consultant or contractor.

(k) Except to the extent contemplated by this Agreement and the Ancillary Agreements, the execution of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby shall not alter, impair or otherwise affect any rights or obligations of Seller in any of the Intellectual Property. Seller is not obligated to provide any consideration (whether financial or otherwise) to any third party, and no third parties are otherwise entitled to any consideration, with respect to any assignment or transfer of rights to any of the Intellectual Property by Seller before, in connection with or after the consummation of any of the transactions contemplated by this Agreement or any Ancillary Agreement.

(l) Software.

(i) The Software owned, or purported to be owned by Seller ("**Seller Owned Software**"), which is described on Schedule 4.14(l), was either (i) developed by employees of Seller within the scope of their employment, (ii) developed by independent contractors who have assigned all of their right, title and interest therein to Seller pursuant to written agreements or (iii) otherwise acquired by Seller from a third party pursuant to a written agreement in which such third party assigns all of its right, title and interest therein. None of the Seller Owned Software contains any programming code, documentation or other materials or development environments that embody Intellectual Property Rights of any person other than Seller, except for such materials obtained by Seller from other Persons who make such materials generally available to all interested purchasers or end-users on standard commercial terms.

(ii) Each existing and currently supported and marketed Seller Owned Software product, including without limitation, all software utilized in the provision of the XRAE Products, performs in all material respects with the functions described in Seller's written specifications, end user documentation, or any other information that was or may be relied upon by a third party for breach of contract, warranty claims or otherwise provided by Seller or any third party agent or distributor authorized by Seller to a customer or other end user on or prior to the inception of the Customer's or end user's authorized use of the Seller Owned Software product, subject only to routine bugs and errors that can be corrected in the course of providing

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

INTERNET PIPELINE, INC.

DocuSigned by:  
Timothy Wallace

By: \_\_\_\_\_  
Name: Timothy Wallace  
Title: CEO

ROLLING SOLUTION LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
THOMAS BELLIG

\_\_\_\_\_  
TIMOTHY BELLIG

\_\_\_\_\_  
MIKE BELLIG

\_\_\_\_\_  
JASON SPERSKE

*[Signature Page to Asset Purchase Agreement]*

12/30/2012 15:23


#0416 P 001/012

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

INTERNET PIPELINE, INC.

By: \_\_\_\_\_  
Name:  
Title:

ROLLING SOLUTION LLC

By:   
Name: Thomas M. Bellig  
Title: CEO

  
THOMAS BELLIG

\_\_\_\_\_  
TIMOTHY BELLIG

\_\_\_\_\_  
MIKE BELLIG

\_\_\_\_\_  
JASON SPERSKE

*[Signature Page to Asset Purchase Agreement]*

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

INTERNET PIPELINE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


ROLLING SOLUTION LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
THOMAS BELLIG

  
\_\_\_\_\_  
TIMOTHY BELLIG

  
\_\_\_\_\_  
MIKE BELLIG

  
\_\_\_\_\_  
JASON SPERSKE

*[Signature Page to Asset Purchase Agreement]*



Schedule 4.14(a)  
Intellectual Property of the Seller

Patent Application No: 12/207,275 filed on September 9, 2008, including Provisional application 60/971,856 filed on September 12, 2007 and all filings related thereto with Jason I. Sperske and Timothy J. Bellig listed as Inventors and Rolling Solutions LLC listed as Assignee.

Trademark Registration No: 3,873,463 with Rolling Solutions LLC as Registrant and Registration Date of November 9, 2010.