

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
Savi Technology, Inc.		05/31/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	CodeSource LLC		
Street Address:	4115 Mesa Drive		
City:	Denton		
State/Country:	TEXAS		
Postal Code:	76207		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3124576	I-GUIDES	
Registration Number:	3133997	I-GUIDES	
CORRESPONDENCE DATA			
Fax Number:	2147648389		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	214-367-6000		
Email:	ipdocketing@kk-llp.com		
Correspondent Name:	Klemchuk Kubasta LLP		
Address Line 1:	8150 North Central Expressway		
Address Line 2:	Tenth Floor		
Address Line 4:	Dallas, TEXAS 75206		
ATTORNEY DOCKET NUMBER:	2010-0005; 2010-0006		
NAME OF SUBMITTER:	Kirby B. Drake		
Signature:	/Kirby B. Drake/		

OP \$65.00 3124576

TRADEMARK

Date:

07/09/2013

Total Attachments: 13

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "*Agreement*") is made and entered into effective this 31 day of May, 2013 (the "*Effective Date*"), by and between Savi Technology, Inc., a Delaware corporation, with a principal place of business at 3601 Eisenhower Avenue, Suite 280, Alexandria, Virginia 22304 (hereinafter referred to as "*Assignor*"), and CodeSource LLC, a limited liability company formed under the laws of Texas with a principal place of business at 4115 Mesa Drive, Denton, Texas 76207 (hereinafter referred to as "*Assignee*").

Assignor and Assignee may collectively be referred to herein as the "*Parties*."

RECITALS

A. Assignor owns the entire right, title and interest in and to the trademarks, service marks, trade names and/or trademark registrations and applications listed in Sections 2.1(d) and (e) of the Asset Purchase Agreement between the Parties dated May 31, 2013, including the related Intellectual Property Rights (collectively, the "*Trademarks*").

B. The Parties mutually desire that Assignee acquire Assignor's entire right, title and interest in and to each of the Trademarks.

NOW THEREFORE, in consideration of the Asset Purchase Agreement between the Parties dated May 31, 2013, the payment of the Purchase Price set forth in that Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Assignor, on behalf of itself, its affiliates, and its predecessors and successors in interest, hereby assigns and transfers to Assignee and Assignee's successors, assigns and legal representatives, and Assignee hereby accepts: (a) all of Assignor's right, title and interest, including but not limited to, common law rights, rights to existing causes of action and the right to past damages associated therewith, that Assignor has in or to the Trademarks; and (b) that part of the goodwill of Assignor's business connected with and symbolized by the Trademarks.

2. Assignor hereby acknowledges that it retains no right to use the Trademarks and agrees not to challenge, or to assist others to challenge, the validity or Assignee's ownership of the Trademarks.

3. Assignor hereby covenants that, upon the request of Assignee, Assignor will promptly provide Assignee with all pertinent facts and documents relating to the Trademarks as may be known and reasonably accessible to Assignor and will testify as to the same in any opposition, litigation or any proceeding related thereto. Assignor will promptly execute and deliver to Assignee or its legal representatives any and all documents, instruments or affidavits required to apply for, obtain, maintain, register and enforce the Trademarks, which Assignee in each case may reasonably in good faith deem necessary or desirable to carry out the purpose thereof.

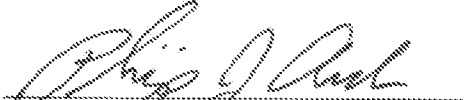
4. Assignor will take all reasonably necessary steps to give effect to, and further the purposes of, this Agreement, including but not limited to, signing such documents as may be necessary

from time to time for the purpose of recording the transfer and assignment of the Trademarks with trademark registries throughout the world.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized representatives to execute this Agreement effective as of the Effective Date and in the capacity shown below.

CODESOURCE LLC ("Assignee")

By:



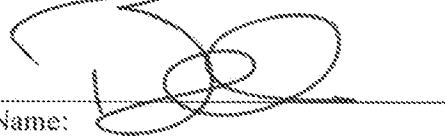
Name: Phil Anten

Title: President

Date: 5-31-13

SAVI TECHNOLOGY, INC. ("Assignor")

By:



Name:

Title:

Date:

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “*Agreement*”) is made and entered into as of May 31, 2013 (the “*Effective Date*”) by and between Savi Technology, Inc., a Delaware corporation, with a principal place of business at 3601 Eisenhower Avenue, Suite 280, Alexandria, Virginia 22304 (hereinafter referred to as “*Savi*”), and CodeSource LLC, a limited liability company formed under the laws of Texas with a principal place of business at 4115 Mesa Drive, Denton, Texas 76207 (hereinafter referred to as “*CodeSource*”). Savi and CodeSource are referred to collectively herein as the “*Parties*” and individually as a “*Party*”.

RECITALS

WHEREAS, Savi currently owns the Assets (as defined below);

WHEREAS, CodeSource desires to purchase the Assets from Savi for the Purchase Price (as defined below) and to assume the Assumed Liabilities (as defined below), and Savi desires to sell the Assets and Assumed Liabilities to CodeSource, upon and subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual promises made herein, Savi’s sale of the Assets to CodeSource and CodeSource’s assumption of the Assumed Liabilities, and in consideration of the representations, warranties and covenants contained herein, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions. The following capitalized terms have the meanings ascribed to them below:

“*Affiliate*” means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity (where, for purposes of this definition, “*control*” (including the correlative terms “*controlled by*” or “*under common control with*”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of that entity, whether through the ownership of stock, by Contract, or otherwise).

“*Assets*” means the specific assets listed in Section 2.1 of this Agreement.

“*Contract*” means any written or oral contract, agreement, arrangement, undertaking, indenture, lease, deed, mortgage, license, option, instrument, note or other commitment.

“*Documentation*” means any design and code documentation, methodologies, processes, trade secrets, design information, product information, formulae, routines, engineering work papers, works-in-process, works of authorship, engineers’ and programmers’ notes, operator, technical and user guides, training materials, flowcharts, or other written or electronic information in tangible form that relates to any of the foregoing and that is currently used by Savi or its Affiliates in connection with the Assets.

“*DoD Compliant Software*” means a version of the Software that complies with the requirements set forth in the notification from the Defense Logistics Agency Information Service IUID Registry stating that the IUID Registry would end support of Schema 4.0 on October 31, 2013.

“*Existing Customers*” means the customers set forth on Exhibit A hereto.

“Intellectual Property Rights” means, wherever existing in a country of relevant jurisdiction and, if applicable, (a) patents, patent applications, and patent disclosures, together with foreign counterparts, reissues, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) trademarks, service marks, trade dress, logos, trade names, and corporate names, together with translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and applications, registrations, and renewals in connection therewith, (c) copyrightable works, copyrights, and applications, registrations, and renewals in connection therewith, (d) mask works and applications, registrations, and renewals in connection therewith, (e) confidential information, (f) domain names, URLs or Internet websites, and (g) copies, translations and tangible embodiments thereof (in whatever form or medium).

“Liabilities” means debts, liabilities and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, known or unknown, including those arising under any law, action or governmental order, and those arising under any Contract.

“Purchase Price” means One Hundred Sixty Thousand US Dollars (\$160,000).

“Software” means the source code and object code versions of Savi’s “I-Guides” software product available as of the Effective Date.

“Tax” or **“Taxes”** means foreign, federal, state and local taxes of any kind whatsoever (whether payable directly or by withholding), including all income, capital, sales, use, transfer, customs duties, stamp, stock, registration, franchise, social security, payroll, premium, employment, excise, property, value added or other taxes of any kind whatsoever, together with any interest and penalties, additions to tax or additional amounts with respect thereto, whether disputed or not.

ARTICLE 2 PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale of Assets. Subject to the terms and conditions herein, as of the Effective Date, CodeSource agrees to purchase from Savi for the Purchase Price, and Savi agrees to assign, transfer, convey and deliver or cause to be assigned, transferred, conveyed and delivered to CodeSource, subject to Section 2.7 of this Agreement, all right, title and interest in the following assets (collectively, the **“Assets”**):

(a) U.S. Patent No. 7,606,831 entitled “IMPROVED UNIQUE IDENTIFICATION LABELING METHOD AND SYSTEM”;

(b) Canadian Patent No. 2,573,796 entitled “IMPROVED UNIQUE IDENTIFICATION LABELING METHOD AND SYSTEM”;

(c) European (EP) Patent App. No. 05769403.6 entitled “IMPROVED UNIQUE IDENTIFICATION LABELING METHOD AND SYSTEM”;

(d) “I-GUIDES” Service Mark, U.S. Registration Number 3,124,576, Serial Number 78465301 (International Class 042);

(e) “I-GUIDES” Trademark, U.S. Registration Number 3,133,997, Serial number 78465298 (Class 9);

(f) The Software and the DoD Compliant Software;

- (g) The www.i-guides.com domain name;
- (h) All Documentation relating to the Assets;
- (i) All Intellectual Property Rights in and to the foregoing items (a) – (h);
- (j) All of Savi's rights and interest in and to the outstanding Contracts with respect to the license, maintenance, resale, distribution, and/or support of the Software, including: (i) the License Back Agreement dated June 7, 2012 between Savi and Lockheed Martin Corporation, (ii) the Master Service Agreement dated April 30, 2009 between Savi and Zayo Managed Services, and (iii) all Contracts listed on Exhibit A hereto (collectively, all items listed in this subsection (j) are referred to as the "**Assumed Contracts**"); and
- (k) All right, title, and interest in and to any claims that Savi may have against third parties relating to the possible infringement or misappropriation of items 2.1(a)-(i), above.

Savi represents that it is not aware of any other contracts subject to this Agreement other than those specifically identified in Section 2.1(j) and Exhibit A.

2.2 Excluded Assets. Savi and CodeSource expressly understand and agree that the Assets will not include any assets of Savi or its Affiliates not specifically listed in Section 2.1, above (the "**Excluded Assets**").

2.3 Assumed Liabilities. CodeSource agrees, as of the Effective Date, to assume all liabilities and obligations of Savi under the Assumed Contracts (collectively, the "**Assumed Liabilities**") except to the extent of any payment obligation that had arisen prior to the Effective Date.

2.4 Delivery of Documents; Delivery of Assets. Promptly upon execution of this Agreement, the Parties shall deliver, or cause to be delivered, to each other, each of the following (collectively, the "**Ancillary Agreements**"), duly executed by or on behalf of each Party: (i) The Assignment and Assumption Agreement substantially in the form of Exhibit B; (ii) the Bill of Sale and General Assignment substantially in the form of Exhibit C; (iii) the Trademark Assignment Agreement substantially in the form of Exhibit D; (iv) the Internet Domain Names Transfer Agreement substantially in the form of Exhibit E; and (v) the Patent Assignment Agreement substantially in the form of Exhibit F. Savi shall deliver the Assets to CodeSource promptly within five (5) business days from receipt of the First Payment (as defined in Section 5.1), or pursuant to such other timeframe as the Parties may agree in writing. Notwithstanding the foregoing, Savi shall deliver the DoD Compliant Software to CodeSource within ninety (90) days of the Effective Date.

2.5 Transition Assistance. The Parties will work together to help facilitate a smooth transition for the Assumed Contracts, including contacting the existing customer base to inform them of the change in ownership of the Assets and the Assumed Contracts. Each Party will be responsible to cover its own costs and expenses in connection with such transition assistance.

2.6 Third Party Software. On occasion, Savi has licensed and/or distributed the Software with CDs containing additional third party 'print driver' software from ID Integration, Inc. (a product called "**LabelManager**") and Seagull Scientific, Inc. (a product called "**Bartender**" and together with LabelManager, the "**Third Party Software**"). CodeSource acknowledges and agrees that: (i) Savi cannot and does not transfer to CodeSource any rights to license, use or distribute any of the Third Party Software; and (ii) CodeSource will be solely responsible for entering into agreements with ID Integration and/or Seagull Scientific, if CodeSource wishes to license or distribute any such Third Party Software.

2.7 Security Interest.

(a) Savi retains a security interest (or mortgage, charge, pledge, or lien, as determined by Savi to provide security under applicable local law) in and to the Assets and in all proceeds from the sale, exchange, collection, or disposition thereof, until CodeSource has made payment in full for the Assets (“CodeSource Payment Obligation”). CodeSource shall, upon request by Savi, provide all information, cooperation, and signatures required by Savi to perfect such security interest. Savi reserves all rights granted to a secured creditor under applicable local law.

(b) Until the CodeSource Payment Obligation is met, CodeSource shall not sell, offer to sell, license, offer to license, pledge, lease or otherwise transfer, attempt to transfer, or encumber any interest to the Assets without the prior written consent of Savi. Any such action without the prior written consent of Savi shall be void *ab initio* to the fullest extent legally permissible. Notwithstanding this Section, and subject to the terms of this Section, CodeSource has the right to market and sell licensed copies of the Software without Savi’s consent (written or otherwise) before the CodeSource Payment Obligation is met.

(c) Notwithstanding any provisions to the contrary, Savi shall have the right to perform any and all acts it deems necessary in its sole discretion to ensure the protection of Savi’s security interest in and to the Assets, including without limitation, (i) taking any and all measures to perfect Savi’s security interest to any of the Assets under applicable state law by filing of financing statements with the Secretary of State or other applicable state agency; (ii) filing or recording assignments, liens or security interests of any trademark or trademark-related components or subcomponents of the Assets with the U.S. Patent and Trademark Office; (iii) filing or recording assignments, liens or security interests of any patent or patent-related components or subcomponents of the Assets with the U.S. Patent and Trademark Office; and (iv) filing or recording assignments, liens or security interests of any copyright or copyright-related components or subcomponents of the Assets with the U.S. Copyright Office; and (v) taking any other measures Savi deems reasonable to ensure constructive notice to all subsequent purchasers. Savi, or CodeSource at Savi’s sole discretion, shall be permitted to effect compliance with this Section 2.7(c) immediately following execution and filing of the Ancillary Agreements.

(d) Until the CodeSource Payment Obligation is met, CodeSource shall perform any and all acts to ensure the value of the Assets is in no way diminished, including without limitation, attending to performing prosecution, renewals, registration and other legal acts before relevant governmental and other entities, and attending to payment of maintenance fees, annuities, renewal fees and other fees as may become due.

(e) Until the CodeSource Payment Obligation is met, CodeSource will keep the Assets free from any adverse liens, security interests or encumbrances, shall not waste or destroy the Assets or any part thereof, and shall not use the Assets in violation of any relevant legal authority.

ARTICLE 3

REPRESENTATIONS OF SAVI; DISCLAIMERS

3.1 Title to Assets. Savi owns all of the Assets being transferred to CodeSource. No other person has any right, title or interest in any Assets, except for the rights and interests of other parties specifically identified in the Assumed Contracts.

3.2 No Litigation. To Savi’s knowledge, there is no litigation, including, without limitation, any claim, action, suit, investigation or proceeding of any nature pending or, to the knowledge of Savi, threatened, at law or in equity, by way of arbitration or before any court or other governmental authority

that: (a) may adversely affect, contest or challenge Savi's authority, right or ability to convey any of the Assets to CodeSource under this Agreement or to otherwise perform Savi's obligations under this Agreement, as applicable; (b) challenges or contests Savi's right, title or ownership in any of the Assets; (c) asserts that any of the Assets, or any action taken by a current or former employee of Savi with respect to any of the Assets, infringe any Intellectual Property Rights of any third party or constitutes a misappropriation or misuse of any Intellectual Property Rights of any third party; or (d) seeks to enjoin, prevent or hinder the consummation of any of the transactions contemplated by this Agreement.

3.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE 3, CODESOURCE ACKNOWLEDGES AND AGREES THAT THE ASSETS ARE SOLD "AS IS, WHERE IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE 3, NEITHER SAVI NOR ITS AFFILIATES MAKE, AND SAVI AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM, ANY AND ALL REPRESENTATIONS AND WARRANTIES CONCERNING THE ASSETS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

ARTICLE 4

REPRESENTATIONS, WARRANTIES AND COVENANTS OF SAVI AND CODESOURCE

4.1 Power and Authority. Each Party represents and warrants that such Party has all requisite corporate power and authority to enter into, execute, deliver and perform its obligations under this Agreement and each of the Ancillary Agreements and to consummate the transactions contemplated hereby. Each Party represents and warrants that the execution, delivery and performance by such Party of this Agreement and each of the Ancillary Agreements have been duly and validly approved and authorized by all necessary corporate action on the part of such Party.

4.2 Enforceability. Each Party represents that when executed and delivered by such Party that this Agreement and each of the Ancillary Agreements shall be valid and binding obligations of such Party, enforceable against such Party in accordance with their respective terms.

4.3 Further Assurances. Pursuant to the terms and subject to the conditions of this Agreement, Savi and CodeSource will use their good faith efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated by this Agreement. CodeSource and Savi agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable, both before and after the Effective Date, in order to consummate or implement expeditiously the transactions contemplated by this Agreement.

(a) Access to Existing Customers. CodeSource will use commercially reasonable efforts to provide Savi access to the Existing Customers for the purpose of marketing and selling Savi products and services to such customers.

(b) Channel Agreement. The Parties will work in good faith to attempt to negotiate and execute a channel agreement, finder's fee agreement, reseller agreement or some other type of agreement pursuant to which the Parties will work together to help facilitate the sale of each other's products and services to third parties. The Parties will use commercially reasonable efforts to enter into such agreement if reasonably practicable within ninety (90) days of the Effective Date.

4.4 Royalties.

(a) Royalty Payments. For a period of two (2) years from the Effective Date (the “*Royalty Period*”), CodeSource will pay Savi a Royalty for each Software maintenance renewal by any of the Existing Customers. For purposes of this Agreement “*Royalty*” means twenty percent (20%) of the maintenance renewal amount charged by CodeSource to each such Existing Customer. CodeSource will pay the Royalty to Savi within thirty (30) days of the end of each calendar quarter within the Royalty Period during which such Royalty accrued. By way of clarification, the Royalty payments are in addition to the Purchase Price payments as described in Section 5.1.

(b) Certain Transactions. The Parties acknowledge that there are Existing Customers who are in the process of renewing maintenance and support with Savi. The Parties agree that for any Existing Customers who renew with Savi before the Effective Date, Savi will invoice those customers and after Savi receives payment, Savi will remit seventy-eight percent (78%) of the proceeds to CodeSource. By way of clarification: (i) CodeSource may not offset the payments owed by any such Existing Customer from the Purchase Price; and (ii) the Parties agree that with the exception of Existing Customers who renew an ASP version of the Software prior to the Effective Date, Savi will not be entitled to a Royalty for any Existing Customer that is on an ASP version of the Software (i.e. a version of the Software hosted by CodeSource or a third party on behalf of CodeSource).

4.5 Reports. Within thirty (30) calendar days after the end of each calendar quarter during the Royalty Period, Codesource will furnish Savi with a written report specifying the Royalty owed for such quarter (the “*Royalty Report*”). If no Royalty is due, this will be reflected on the Royalty Report. The Royalty Report will be in such form as the Parties may mutually agree.

4.6 Records; Audits.

(a) Records. During the Royalty Period and for a period of one (1) year thereafter, CodeSource will maintain complete and accurate books, records, and accounts as are reasonably necessary to verify the Royalty payments made by CodeSource hereunder.

(b) Audits. During the Royalty Period and for a period of one (1) year thereafter, upon at least ten (10) business days notice to CodeSource, Savi will have the right to have an independent auditor selected by Savi audit the books, records, and accounts of CodeSource for the purpose of verifying the accuracy of the Royalty Reports provided by CodeSource pursuant to Section 4.5. Any such audit shall be at Savi’s sole expense, and shall be conducted during CodeSource’s normal business hours, at a mutually agreed-upon time. The audit shall be conducted in a manner to minimize any disruption to CodeSource’s normal business operations. If the auditor concludes that additional royalties were owed during the audited period, CodeSource will pay such additional royalties plus interest calculated in accordance with Section 5.2, within thirty (30) calendar days of the date that Savi delivers the auditor’s report to CodeSource.

4.7 License to Savi.

(a) License. Subject to the terms of this Section 4.7, CodeSource hereby grants Savi a non-exclusive, non-transferable, royalty-free and fully paid-up license to use the Software and the DoD Compliant Software for Savi’s internal data management only. For the avoidance of doubt, Savi’s use of the Software and DoD Compliant Software pursuant to the terms of this Agreement will not be deemed a violation of the Intellectual Property Rights associated with the Assets that have been vested in CodeSource through this Agreement. Savi is not permitted to modify the Software or the DoD Compliant Software for this or any other purpose.

(b) License Restrictions. Savi agrees to use the Software and DoD Compliant

Software only to exercise its license rights under Section 4.7(a). Except as provided in Section 4.7(a), Savi has no other rights or licenses in or to any of the Assets. Savi will remove all references to “I-Guides” from its website and marketing materials as soon as is reasonably practicable but in no event more than six (6) months from the Effective Date.

4.8 No Communication. CodeSource covenants that during the Payment Period (as defined below), CodeSource will not initiate any communications with A2B Tracking Solutions, Inc. or The FutureWorks Group, LLC regarding: (a) any letters or other communications sent to such companies by Savi; (b) any letters sent by or on behalf of CodeSource inviting any of those companies to license the Software; or (c) any letters or communications sent by or on behalf of CodeSource threatening to take legal action (whether in a court of law or before the United States Patent and Trademark Office) with respect to the infringement or alleged infringement of the Software or DoD Compliant Software by either of such parties. CodeSource understands and agrees that in the event that it breaches this covenant, Savi shall have no obligations to CodeSource under Sections 6.1(a)(iii) or 6.1(a)(iv), as applicable.

ARTICLE 5 PAYMENT; TAX MATTERS

5.1 Payment. On the Effective Date, CodeSource shall pay Savi \$53,333 which represents one third (1/3) of the Purchase Price (the **First Payment**”), in U.S. Dollars, without deduction or setoff of any kind. Within three (3) business days of the anniversary of the Effective Date, CodeSource shall pay Savi \$53,333, which represents one third (1/3) of the Purchase Price (the **Second Payment**”), in U.S. Dollars, without deduction or setoff of any kind. Within three (3) business days of the second anniversary of the Effective Date, CodeSource shall pay Savi \$53,333, which represents the remaining one third (1/3) of the Purchase Price (the **Third Payment**”), in U.S. Dollars, without deduction or setoff of any kind. The obligation to pay the Purchase Price is absolute without conditions of any kind. The payments made pursuant to this Section are nonrefundable, and shall be paid via wire transfer, in immediately available funds, to a bank account that Savi may designate.

5.2 Interest and Other Payment Terms. Any payments made after the applicable due date will incur interest at the rate of one percent (1%) or the maximum amount permitted by law, whichever is higher. All amounts specified in this Agreement will be paid in U.S. dollars and will not be subject to setoff against amounts that CodeSource claims Savi owes to CodeSource under this Agreement or otherwise.

5.3 Taxes. All amounts payable by CodeSource hereunder are exclusive of Taxes. CodeSource shall be responsible for, and shall promptly pay in full, any and all taxes that may be incurred by CodeSource or any Affiliate of CodeSource in connection with this Agreement, including, without limitation, any sales, use, excise and value added taxes (collectively, “**Transaction Taxes**”). CodeSource shall be responsible for preparing and filing any tax return relating to such Transaction Taxes and shall promptly provide a copy of such tax return to Savi.

5.4 Other Taxes. Savi shall be responsible for and shall pay any and all Taxes with respect to the Assets relating to all periods (or portions thereof) ending on or prior to the Effective Date, and all taxes with respect to the Assets relating to all periods (or portions thereof) ending after the Effective Date.

ARTICLE 6 INDEMNIFICATION; LIMITATION OF LIABILITY

6.1 Indemnification.

(a) Savi hereby agrees to indemnify CodeSource and hold CodeSource harmless from and against any and all damage, loss, liability and expense (including, without limitation, reasonable expenses of investigation and reasonable attorneys' fees and expenses in connection with any action, suit or proceeding) (collectively, "**Damages**") incurred or suffered by CodeSource to the extent arising out of:

(i) any misrepresentation or breach of warranty, covenant or agreement made or to be performed by Savi pursuant to this Agreement;

(ii) a third party claim related to any Excluded Asset;

(iii) any affirmative claim made by A2B Tracking Solutions within two (2) years of the Effective Date exclusively in: (a) a declaratory judgment legal action that specifically references the letter from Savi to A2B Tracking Solutions, Inc. dated November 12, 2012; or (b) *Inter Partes* Review or *Ex Parte* Reexamination filed by A2B Tracking Solutions before the United States Patent and Trademark Office; and

(iv) any affirmative claim made by The FutureWorks Group, LLC within two (2) years of the Effective Date exclusively in: (a) a declaratory judgment legal action that specifically references the letter from Savi to The FutureWorks Group, LLC; or (b) *Inter Partes* Review or *Ex Parte* Reexamination filed by The FutureWorks Group before the United States Patent and Trademark Office.

Notwithstanding the foregoing: (A) Savi's liability for claims under Sections 6.1(a)(iii) and/or 6.1(a)(iv) shall be as set forth in Section 6.2 of this Agreement; and (B) Savi shall have no obligations under Sections 6.1(a)(iii) and/or 6.1(a)(iv) in the event that CodeSource breaches the obligations set forth in Section 4.8 of this Agreement.

(b) CodeSource hereby agrees to indemnify Savi and hold Savi harmless from and against any and all Damages incurred or suffered by Savi to the extent arising out of:

(i) any misrepresentation or breach of warranty, covenant or agreement made or to be performed by CodeSource pursuant to this Agreement; and

(ii) a third party claim made after the Effective Date which is related to any Asset, Assumed Contract, or Assumed Liability except to the extent that the claim was known to Savi, and specifically relates to any obligations and duties that Savi owed prior to the Effective Date, including obligations and duties owed under the Assumed Contracts, prior to the Effective Date.

6.2 Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE USE OR PERFORMANCE OF THE ASSETS, INCLUDING, WITHOUT LIMITATION, DAMAGES DUE TO LOSS OF USE, LOST PROFITS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. EACH PARTY'S TOTAL LIABILITY TO THE OTHER OR TO ANY THIRD PARTY UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE PURCHASE PRICE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED

REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THEY HAVE SET THE PURCHASE PRICE AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, WHICH ALLOCATE THE RISK BETWEEN SAVI AND CODESOURCE AND FORM A BASIS OF THE BARGAIN BETWEEN THE PARTIES.

NOTWITHSTANDING THE FOREGOING, SAVI'S AGGREGATE LIABILITY FOR CLAIMS UNDER SECTIONS 6.1(A)(III) AND 6.1(A)(IV) SHALL IN NO EVENT EXCEED THE AMOUNT OF MONEY RECEIVED BY SAVI FROM CODESOURCE AT THE TIME OF THE CLAIM.

ARTICLE 7
MISCELLANEOUS

7.1 Term; Duration of Obligations. Once executed, this Agreement may not be terminated unless the Parties mutually agree in writing to so terminate. This Agreement shall remain in effect for a period of two (2) years from the Effective Date. Notwithstanding the foregoing: (a) the obligations of the Parties under Article 3, Sections 4.1, 4.2, 4.3, and 6.1 shall remain in effect for a period of one (1) year from the Effective Date at which point, the Parties will have no further obligations under any of those provisions; (b) the obligations of CodeSource under Sections 2.7, 4.4, 4.5, 4.6, and Article 5 shall survive until such time as CodeSource has made all payments to Savi as required under this Agreement; and (c) Sections 4.7 and 6.2, and Article 7 shall survive indefinitely.

7.2 Expenses. Each Party shall bear its respective costs and expenses in connection with this Agreement, including, without limitation, the fees and expenses of their respective legal counsel, financial advisors, investment bankers, and accountants.

7.3 Attorneys' Fees. Should either Party file a lawsuit or other court action to enforce or interpret any part of this Agreement, the prevailing Party shall be entitled to recover its attorneys' fees, and other costs and expenses incurred by the prevailing Party to bring such suit or other action regardless of whether such suit or action proceeds to final judgment.

7.4 Notices. All notices, requests and other communications to any Party hereunder shall be in writing (including facsimile transmission) and shall be given:

If to Savi, to:

Savi Technology, Inc.
3601 Eisenhower Avenue, Suite 280
Alexandria, VA 22304
Telephone: (571) 571-7950
Fax: (571) 227-7960
Attention: President and Chief Executive Officer

with a copy to: General Counsel

If to CodeSource, to:

CodeSource, LLC
4115 Mesa Drive
Denton, TX 76207
Telephone: (940) 891-1281

Fax: (940) 484-7234
Attention: President and Chief Executive Officer

All such notices, requests and other communications shall be deemed received on the date of actual receipt by the recipient thereof if it is received prior to 5:00 p.m. in the place of receipt, and such day is a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

7.5 Amendments and Waivers.

(a) Any provision of this Agreement may be amended or waived if, but only if such amendment or waiver is in writing and is signed (i) in the case of an amendment, by each Party to this Agreement, or (ii) in the case of a waiver, by the Party against whom the waiver is to be effective.

(b) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative, and not exclusive of any rights or remedies provided by law.

7.6 Expenses. Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

7.7 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia, without regard to the principles of choice of law or conflicts of law rules of such state.

7.8 Counterparts; No Third Party Beneficiaries. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto. No provision of this Agreement is intended to confer upon any person other than the Parties hereto any rights or remedies hereunder.

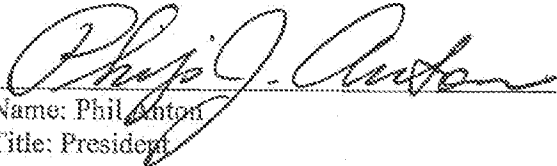
7.9 Entire Agreement. This Agreement and its Exhibits constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Agreement.

7.10 Captions. The captions herein are included for convenience of reference only, and shall be ignored in the construction or interpretation hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be duly executed by an authorized officer of such Party as of the Effective Date.

CODESOURCE LLC

By: 
Name: Phil Anton
Title: President

SAVI TECHNOLOGY, INC.

By: 
Name: WILLIAM CLARK
Title: CEO

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]