

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297906

| | | | |
|---|---|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ORDER (A) AUTHORIZING AND APPROVING THE SALE OF THE DEBTORS' POWER SUPPLY ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS; AND (B) GRANTING RELATED RELIEF | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE | | 02/06/2014 | FEDERAL AGENCY: |
| RECEIVING PARTY DATA | | | |
| Name: | ZCO LIQUIDATING CORPORATION F/K/A OCZ TECHNOLOGY GROUP, INC. | | |
| Street Address: | 6373 San Ignacio Avenue | | |
| City: | San Jose | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95119 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3859399 | PC POWER AND COOLING | |
| Registration Number: | 1778764 | SILENCER | |
| Registration Number: | 1755030 | TURBO-COOL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6163367000 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 616-336-6000 | | |
| Email: | trademarks@varnumlaw.com | | |
| Correspondent Name: | TIMOTHY E. EAGLE | | |
| Address Line 1: | 3333 BRIDGE STREET, P.O. BOX 352 | | |
| Address Line 4: | GRAND RAPIDS, MICHIGAN 49501 | | |
| ATTORNEY DOCKET NUMBER: | ACRISURE | | |
| NAME OF SUBMITTER: | Timothy E. Eagle | | |
| SIGNATURE: | /Timothy E. Eagle/ | | |

CH \$90.00 3859399

DATE SIGNED:

03/12/2014

Total Attachments: 67

source=ZCO Order#page1.tif
source=ZCO Order#page2.tif
source=ZCO Order#page3.tif
source=ZCO Order#page4.tif
source=ZCO Order#page5.tif
source=ZCO Order#page6.tif
source=ZCO Order#page7.tif
source=ZCO Order#page8.tif
source=ZCO Order#page9.tif
source=ZCO Order#page10.tif
source=ZCO Order#page11.tif
source=ZCO Order#page12.tif
source=ZCO Order#page13.tif
source=ZCO Order#page14.tif
source=ZCO Order#page15.tif
source=ZCO Order#page16.tif
source=ZCO Order#page17.tif
source=ZCO Order#page18.tif
source=ZCO Order#page19.tif
source=ZCO Order#page20.tif
source=ZCO Order#page21.tif
source=ZCO Order#page22.tif
source=ZCO Order#page23.tif
source=ZCO Order#page24.tif
source=ZCO Order#page25.tif
source=ZCO Order#page26.tif
source=ZCO Order#page27.tif
source=ZCO Order#page28.tif
source=ZCO Order#page29.tif
source=ZCO Order#page30.tif
source=ZCO Order#page31.tif
source=ZCO Order#page32.tif
source=ZCO Order#page33.tif
source=ZCO Order#page34.tif
source=ZCO Order#page35.tif
source=ZCO Order#page36.tif
source=ZCO Order#page37.tif
source=ZCO Order#page38.tif
source=ZCO Order#page39.tif
source=ZCO Order#page40.tif
source=ZCO Order#page41.tif
source=ZCO Order#page42.tif
source=ZCO Order#page43.tif
source=ZCO Order#page44.tif
source=ZCO Order#page45.tif
source=ZCO Order#page46.tif

source=ZCO Order#page47.tif
source=ZCO Order#page48.tif
source=ZCO Order#page49.tif
source=ZCO Order#page50.tif
source=ZCO Order#page51.tif
source=ZCO Order#page52.tif
source=ZCO Order#page53.tif
source=ZCO Order#page54.tif
source=ZCO Order#page55.tif
source=ZCO Order#page56.tif
source=ZCO Order#page57.tif
source=ZCO Order#page58.tif
source=ZCO Order#page59.tif
source=ZCO Order#page60.tif
source=ZCO Order#page61.tif
source=ZCO Order#page62.tif
source=ZCO Order#page63.tif
source=ZCO Order#page64.tif
source=ZCO Order#page65.tif
source=ZCO Order#page66.tif
source=ZCO Order#page67.tif

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

ZCO LIQUIDATING CORPORATION
(f/k/a OCZ Technology Group, Inc.), *et al.*¹

Debtors.

Chapter 11

Case No. 13-13126 (PJW)

Jointly Administered

RE: Docket Nos. 15 and 259, 291

**ORDER (A) AUTHORIZING AND APPROVING THE SALE
OF THE DEBTORS' POWER SUPPLY ASSETS FREE
AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES
AND OTHER INTERESTS; AND (B) GRANTING RELATED RELIEF**

Upon consideration of the *Motion for Entry of (I) an Order (A) Authorizing and Approving Bidding Procedures in Connection with the Sale of Substantially All of the Debtors' Assets, (B) Authorizing and Approving Stalking Horse Protections, (C) Authorizing and Approving Procedures Related to the Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with the Sale Approval Hearing, (E) Approving the Form and Manner of the Notice of the Sale Hearing, and (F) Granting Certain Related Relief, and (II) an Order (A) Approving the Sale of Substantially All of the Debtors' Assets, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale, and (C) Granting Certain Related Relief [D.I. 15] (the "Motion")*, and this Court having entered an order (the "Bidding Procedures Order") (A) establishing bidding and sale procedures (the "Bidding Procedures") to be employed with respect to the sale (the "Sale") of the power supply business assets (the "Power Supply Assets") of ZCO

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: ZCO Liquidating Corporation (1093); Indilinx, Inc. (0763); and Sanrad, Inc. (2916). The Debtors' principal offices are located at 6373 San Ignacio Avenue, San Jose, California 95119.

Liquidating Corporation (f/k/a OCZ Technology Group, Inc.) and its affiliated debtors and debtors-in-possession (collectively, the “**Debtors**”) in their above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) pending in this Court [D.I. 259]; (B) scheduling a sale hearing (the “**Sale Hearing**”) for the Sale of the Power Supply Assets free and clear of all Interests (as defined in the Bidding Procedures); and (C) granting certain related relief pursuant to Certification of Counsel [D.I. 256]; and it appearing that the relief requested is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and Firepower Technology, Inc. (the “**Buyer**”) having been selected as the Successful Bidder upon conclusion of the auction held on January 30, 2014; and upon the Buyer and the Debtors having entered into that certain Asset Purchase Agreement, dated as of February 4, 2014 (attached hereto as Exhibit A, and as it may be amended, modified, or supplemented in accordance with the terms hereof and thereof, the “**Asset Purchase Agreement**”);² and this Court having conducted a hearing on the Motion with respect to the Sale of the Acquired Assets on February 3, 2014 (the “**Sale Hearing**”); and all parties in interest having been heard, or having had the opportunity to be heard, regarding the Motion, the Asset Purchase Agreement, the Bidding Procedures Order and this Sale Order; and this Court having reviewed and considered the Motion and all objections thereto, and the arguments of counsel made, and the evidence adduced, at the hearings before this Court with respect to the Motion, including the Sale Hearing; and upon the entire record of the proceedings related to the Motion, including the Sale Hearing, and after due deliberation thereon, and good cause appearing therefor:

² Capitalized terms used but otherwise not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement or, if not defined there, the Motion.

THIS COURT HEREBY FINDS THAT:³

Jurisdiction, Final Order and Statutory Predicates

A. This Court has jurisdiction to hear and determine the Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these Chapter 11 Cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rule 6004(h), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, and expressly directs entry of judgment as set forth herein.

C. The statutory predicates for the relief sought in the Motion are sections 105(a) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 9014, and the applicable Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**").

Notice of the Sale

D. As evidenced by the Notice dated January 27, 2014 [D.I. 263], the Affidavits of Service appearing at Docket Nos. 265 and 267, and certain other notices, actual written notice of the Motion, the Bidding Procedures Order, the Sale Hearing and the Sale, and a reasonable opportunity to object or be heard with respect thereto and to the entry of this Sale Order has been afforded to all known interested Persons and entities entitled to receive such notice, including,

³ The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

but not limited to, the following parties: (i) counsel to the Committee; (ii) counsel to Toshiba; (iii) counsel to Hercules; (iv) counsel to the Prepetition Subordinated Debenture Creditors; (v) the Office of the United States Trustee; (vi) all entities (or counsel therefore) known to have asserted any lien, charge, claim or encumbrance on the Acquired Assets; (vii) all federal, state and local regulatory or taxing authorities which are reasonably ascertainable by the Debtors to have a known interest in the Acquired Assets; and (viii) those parties who have requested notice pursuant to Bankruptcy Rule 2002.

E. In addition to the notices previously posted with respect to the sale of substantially all of the Debtors' assets, the Debtors provided further notice of the Sale of the Acquired Assets, the Bidding Procedures, the Form APA, the time and place of the Sale Hearing and the time for filing an objection to the Sale of the Acquired Assets on the website maintained by the Debtors' Claims and Noticing Agent appointed in these Chapter 11 cases promptly after entry of the Bidding Procedures Order.

F. As evidenced by the affidavits of service previously filed with this Court and as approved under the Bidding Procedures Order: (i) due, proper, timely, adequate and sufficient notice of the Motion, the Sale, the Sale Hearing, the entry of this Sale Order, and the Sale has been provided to all parties-in-interest; (ii) such notice was, and is, good, sufficient and appropriate under the circumstances of these Chapter 11 Cases, provided a fair and reasonable opportunity for parties-in-interest to object, and to be heard, with respect thereto, and was provided in accordance with sections 102(1) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 9006, 9007 and 9014, and the applicable Local Rules; and (iii) no other or further notice of with respect to such matters is necessary or shall be required.

Business Judgment

G. The Debtors have demonstrated good, sufficient and sound business purposes and justifications for, and compelling circumstances to promptly consummate, the Sale and other transactions contemplated by the Asset Purchase Agreement (collectively, the "**Transactions**") pursuant to section 363 of the Bankruptcy Code, prior to and outside of a plan of reorganization, and such action is an appropriate exercise of the Debtors' business judgment and in the best interests of the Debtors, their estates, and their creditors. Such business reasons include, but are not limited to, the facts that: (i) there is substantial risk of depreciation of the value of the Acquired Assets if the Sale is not consummated promptly; (ii) the Asset Purchase Agreement constitutes the highest or otherwise best offer for the Acquired Assets; (iii) the Asset Purchase Agreement and the Closing will present the best opportunity to realize the value of the Debtors' power supply business segment; and (iv) unless the Sale is concluded expeditiously as provided for in this Sale Order and pursuant to the Asset Purchase Agreement, potential creditor recoveries may be substantially diminished.

Good Faith of the Buyer; No Collusion

H. The Buyer is not an insider (as that term is defined in section 101(31) of the Bankruptcy Code) of any of the Debtors.

I. The Buyer is purchasing the Acquired Assets in good faith, and is a good faith purchaser, within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the full rights, benefits, privileges, and protections of a good faith purchaser, and has otherwise proceeded in good faith in all respects in connection with the Transaction in that, *inter alia*: (i) the Buyer recognized that the Debtors were free to deal with any other party interested in acquiring the Acquired Assets; (ii) the Buyer complied with the provisions in the Bidding Procedures Order; (iii) the Buyer's bid was subject to a competitive sale process; (iv) all

payments to be made by the Buyer and other agreements or arrangements entered into by the Buyer in connection with the Sale have been disclosed; (v) the Buyer has not violated section 363(n) of the Bankruptcy Code by any action or inaction; (vi) no common identity of directors or controlling stockholders exists between the Buyer, on the one hand, and any of the Debtors, on the other hand; and (vii) the negotiation and execution of the Asset Purchase Agreement was at arms' length and in good faith.

J. None of the Debtors, the Buyer, or any of their respective Representatives, has engaged in any conduct that would cause or permit the Asset Purchase Agreement, or the consummation of the Transaction, to be avoidable or avoided, or for costs or damages to be imposed, under section 363(n) of the Bankruptcy Code, or has acted in bad faith or in any improper or collusive manner with any Person in connection therewith.

Highest and Best Offer

K. In accordance with the Bidding Procedures Order, the Asset Purchase Agreement was deemed a Qualified Bid (as defined in the Bidding Procedures Order) pursuant to the terms Bidding Procedures.

L. The Debtors conducted a sale process in accordance with, and have otherwise complied in all material respects with, the Bidding Procedures Order. The sale process set forth in the Bidding Procedures Order afforded a full, fair and reasonable opportunity for any Person or entity to make a higher or otherwise better offer for the purchase the Acquired Assets. The sale process was duly noticed and conducted in a non-collusive, fair and good faith manner and a reasonable opportunity has been given to any interested party to make a higher or otherwise better offer for the Acquired Assets.

M. The Asset Purchase Agreement constitutes the highest and best offer for the Acquired Assets, and will provide a greater recovery for the Debtors' estates than would be

provided by any other available alternative. The Debtors' determination that the Asset Purchase Agreement constitutes the highest and best offer for the Acquired Assets constitutes a valid and sound exercise of the Debtors' business judgment.

N. The Asset Purchase Agreement represents a fair and reasonable offer to purchase the Acquired Assets under the circumstances of these Chapter 11 Cases. No other Person or entity or group of entities has offered to purchase the Acquired Assets for greater economic value to the Debtors' estates than the Buyer.

O. Approval of the Sale and the Asset Purchase Agreement, and the prompt consummation of the Transactions contemplated thereby, is in the best interests of the Debtors, their creditors, their estates and other parties-in-interest.

No Fraudulent Transfer; Not a Successor

P. The Asset Purchase Agreement was not entered into, and the Transactions are not being consummated, for the purpose of hindering, delaying or defrauding creditors of the Debtors under applicable Law, and none of the Parties to the Asset Purchase Agreement are consummating the Transactions with any fraudulent or otherwise improper purpose. The Purchase Price for the Acquired Assets constitutes (i) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (ii) fair consideration under the Uniform Fraudulent Transfer Act and (iii) reasonably equivalent value, fair consideration, and fair value under any other applicable Laws of the United States, any state, territory or possession or the District of Columbia.

Q. Except as expressly set forth in the Asset Purchase Agreement with respect to the Assumed Liabilities, the Buyer shall have no liability, responsibility, or obligations of any kind or nature whatsoever for any Interest (as defined below) of or against the Debtors, or otherwise related to the Acquired Assets, by reason of the transfer of the Acquired Assets to the Buyer.

The Buyer shall not be deemed to: (1) be a successor (or other such similarly situated party) to any of the Debtors (other than with respect to the Assumed Liabilities as expressly stated in the Asset Purchase Agreement); (2) have, *de facto* or otherwise, merged or consolidated with or into any of the Debtors; or (3) be a mere continuation of the Debtors. The Buyer is not acquiring or assuming any Interest or any liabilities of the Debtors, except as expressly set forth in the Asset Purchase Agreement with respect to the Assumed Liabilities.

Validity of Transfer

R. Subject to the entry of this Sale Order, the Debtors have full corporate power and authority (i) to perform all of their obligations under the Asset Purchase Agreement, and the Debtors' prior execution and delivery thereof and performance thereunder, is hereby ratified in full, and (ii) to consummate the Transactions. The Asset Purchase Agreement, and the Transactions contemplated thereby, have been duly and validly authorized by all necessary corporate action. No further consents or approvals are required for the Debtors to consummate the Transactions or otherwise perform their respective obligations under the Asset Purchase Agreement, except in each case as otherwise expressly set forth in the Asset Purchase Agreement.

S. As of the Closing Date, the transfer of the Acquired Assets to the Buyer will be a legal, valid, and effective transfer thereof, and vests the Buyer with all right, title, and interest of the Debtors in and to the Acquired Assets, free and clear of all Encumbrances and Interests accruing or arising any time prior to the Closing Date.

T. As represented by the Debtors in the Asset Purchase Agreement, the Debtors have good and valid title to and ownership of the Purchases Assets, and, accordingly, the transfer of the Purchases Assets to Buyer as contemplated by the Asset Purchase Agreement (i) is or will be a legal, valid and effective transfer of the Purchases Assets to Buyer, and (ii) vests or will vest in

the Buyer all right, title and interest of the Debtor in the Acquired Assets, free and clear of all Encumbrances and Interests, under sections 363(f) and 105(a) of the Bankruptcy Code.

Section 363(f) Is Satisfied

U. The Buyer would not have entered into the Asset Purchase Agreement and would not consummate the Transactions contemplated thereby if the Sale of the Acquired Assets, to the Buyer were not free and clear of all Encumbrances and Interests of any kind or nature whatsoever, or if the Buyer, any of its Affiliates or subsidiaries, or any of their respective Representatives, would, or in the future could, be liable as a successor for any pre-closing obligations of the Debtors (except as expressly set forth in the Asset Purchase Agreement with respect to the Assumed Liabilities).

V. The Debtors may sell or otherwise transfer the Acquired Assets free and clear of all Encumbrances and Interests because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Those holders of Encumbrances and Interests against the Acquired Assets who did not object, or who withdrew their objections, to the Sale or the Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of such Encumbrances and Interests who did object, if any, fall within one or more of the other subsections of section 363(f) and are adequately protected by having their Interests, if any, attach to the proceeds of the Sale ultimately attributable to the Acquired Assets in which such creditor alleges or asserts an Encumbrance or Interest, in the same order of priority, with the same validity, force and effect, that such creditor had immediately prior to consummation of the Sale, subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

W. As used in this Sale Order, the term “**Encumbrance**” shall have the meaning assigned to it in the Asset Purchase Agreement and “**Interest**” includes, in addition to the types

of claims described in paragraph X below, all of the following, in each case to the extent against or with respect to any of the Debtors or in, on, or against or with respect to any of the Acquired Assets: liens (as defined in section 101(37) of the Bankruptcy Code, and whether consensual, statutory, possessory, judicial or otherwise), claims (as defined in section 101(5) of the Bankruptcy Code), debts (as defined in section 101(12) of the Bankruptcy Code), Encumbrances, obligations, Liabilities (as defined in the Asset Purchase Agreement), demands, guarantees, actions, suits, defenses, deposits, credits, allowances, options, rights, restrictions, limitations, contractual commitments, rights of first refusal, rights of setoff or recoupment, or interests of any kind or nature whatsoever, whether known or unknown, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, asserted or unasserted, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, whether imposed by agreement, understanding, Law, equity or otherwise, including, but not limited to, (i) Interests that purport to give to any Person a right or option to effect a setoff against or any forfeiture, modification or termination of the Debtors' interests in the Acquired Assets, or any similar rights, (ii) Interests arising under all mortgages, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances, rights of first refusal or charges of any kind or nature, (iii) Interests that are or constitute, or that arise in connection with or with respect to, any Excluded Liability; (iv) Interests that arise from or in connection with any bulk sales or similar law, and (v) Interests arising under or in connection with any acts, or failures to act, of any of the Debtors or any of the Debtors' predecessors, Affiliates, or subsidiaries, or any of their respective Representatives, including, but not limited to, Interests arising under any doctrines of successor, transferee, or vicarious liability, violation of the Securities Act, the Exchange Act, or other applicable

securities laws or regulations, breach of fiduciary duty, or aiding or abetting breach of fiduciary duty, or any similar theories under applicable Law or otherwise.

X. Except as expressly set forth in the Asset Purchase Agreement with respect to the Assumed Liabilities, and without limiting the nature or scope of paragraph W above, the transfer of the Acquired Assets to the Buyer will not subject the Buyer or its respective Affiliates or subsidiaries, or any of their respective Representatives to, or subject any Purchased Asset to or provide recourse for, any Liability whatsoever with respect to, or in any way relating to, the operation or condition of the Business or any of the Acquired Assets prior to the Closing or with respect to any facts, acts, actions, omissions, circumstances or conditions existing, occurring or accruing with respect thereto prior to the Closing Date, including, without limitation, any Liability or Encumbrance or Interest arising from any of the following (i) any employment or labor agreements, consulting agreements, severance arrangements, change in control agreements or other similar agreements to which any Debtor is or was a party, (ii) any pension, welfare, compensation or other employee benefit plans, agreements, practices, and programs, including without limitation, any pension plan of the Debtors, (iii) the cessation of the Debtors' operations, dismissal of employees, or termination of employment or labor agreements or pension, welfare, compensation or other employee benefit plans, agreements, practices and programs and any obligations with respect thereto that arise from the Employee Retirement Income Security Act of 1974, the Fair Labor Standard Act, Title VII of the Civil rights Act of 1964, the Age Discrimination and Employment Act of 1967, the Americans with Disabilities Act of 1990, the Federal Rehabilitation Act of 1973, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985 or the Worker Adjustment and Retraining Notification Act, (iv) workmen's compensation, occupational disease or unemployment or temporary disability insurance claims, (v) environment liabilities, debts, claims or obligations which may be asserted

on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation and Liability Act or any Environmental Laws, (vi) products liability or warranties, (vii) any bulk sales or similar law, (viii) any litigation by or against the Debtors and (ix) the Laws of the United States, any state, territory or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, in any theory of law or equity, including, without limitation, any theory of antitrust, products liability, or successor, vicarious or transferee liability. For the avoidance of doubt, Liabilities and Encumbrances include “**Interests**” as defined herein.

Compelling Circumstances for an Immediate Sale

Y. To pursue and maximize the value of the Acquired Assets, it is essential that the Sale of the Acquired Assets occur within the time constraints set forth in the Asset Purchase Agreement. Time is of the essence in consummating the Sale. The Sale must be approved and consummated promptly in order to preserve the viability of the Business as a going concern. Accordingly, there is cause to lift the stay contemplated by Bankruptcy Rule 6004 with regards to the Transactions contemplated by this Sale Order and the Asset Purchase Agreement.

Z. Given all of the circumstances of these Chapter 11 Cases and the adequacy and fair value of the Purchase Price under the Asset Purchase Agreement, the proposed transfer of the Acquired Assets to the Buyer constitutes a reasonable and sound exercise of the Debtors’ business judgment, is in the best interests of the Debtors, their estates, and their creditors, and should be approved.

AA. The consummation of the Transactions is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105 and 363 of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Transactions.

BB. The Sale does not constitute a *de facto* plan of reorganization or liquidation or an element of such a plan for any of the Debtors, as it does not and does not propose to: (i) impair or restructure existing debt of, or equity interests in, the Debtors; (ii) impair or circumvent voting rights with respect to any future plan proposed by the Debtors; (iii) circumvent chapter 11 plan safeguards, such as those set forth in sections 1125 and 1129 of the Bankruptcy Code; or (iv) classify claims or equity interests, compromise controversies or extend debt maturities.

CC. An injunction against creditors or third parties asserting Encumbrances or Interests against the Acquired Assets, or asserting pre-closing Liabilities (other than the Assumed Liabilities) against the Buyer, is necessary to induce the Buyer to close under the Asset Purchase Agreement.

DD. All of the requirements of the Bankruptcy Code with respect to the Sale pursuant to the Asset Purchase Agreement have been met.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

General Provisions

1. The Motion is granted and approved with respect to the Sale of the Acquired Assets, and the Transactions contemplated by the Asset Purchase Agreement are approved, in each case as set forth in this Sale Order and on the record.

2. This Court's findings of fact and conclusions of law set forth in the Bidding Procedures Order are incorporated herein by reference.

3. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, resolved, or otherwise settled as set forth herein, as announced to this Court at the Sale Hearing or by stipulation filed with this Court, and all reservations of rights included therein, are hereby denied and overruled on the merits.

Approval of Asset Purchase Agreement; Binding Nature

4. The Asset Purchase Agreement, and all of the terms and conditions thereof, are hereby approved as set forth herein. Notwithstanding anything herein to the contrary, any omission in this Sale Order of a specific reference to any provision of the Asset Purchase Agreement shall not impair or diminish the efficacy, propriety or approval of such provision.

5. The consideration provided by the Buyer for the Acquired Assets under the Asset Purchase Agreement is fair and reasonable and shall be deemed for all purposes to constitute reasonably equivalent value, fair value, and fair consideration under the Bankruptcy Code and any other applicable Law, and the Transactions may not be avoided, or costs or damages imposed or awarded, under section 363(n) or any other provision of the Bankruptcy Code.

6. Pursuant to section 363 of the Bankruptcy Code, the Debtors are authorized and empowered to, and shall, take any and all actions necessary or appropriate to (a) consummate the Sale and the other Transactions pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement, and (b) execute and deliver, perform under, consummate, implement, and take any and all other acts or actions as may be reasonably necessary or appropriate to the performance of their respective obligations as contemplated by the Asset Purchase Agreement, in each case without further notice to or order of this Court. The Transactions authorized herein shall be of full force and effect, regardless of any Debtor's lack or purported lack of good standing in any jurisdiction in which such Debtor is formed or authorized to transact business.

7. This Sale Order shall be binding in all respects upon the Debtors, their estates, all creditors, all holders of equity interests in any Debtor, all holders of any Claim(s) (whether known or unknown) against any Debtor, any holders of Encumbrances or Interests against, in or on all or any portion of the Acquired Assets, the Buyer, and all successors and assigns of the

foregoing, including, without limitation, any trustee, if any, subsequently appointed in these Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of any of these Chapter 11 Cases.

Transfer of Acquired Assets Free and Clear of Interests; Injunction

8. Pursuant to sections 105(a), 363(b) and 363(f) of the Bankruptcy Code, the Debtors are authorized and directed to sell and transfer the Acquired Assets to the Buyer on the Closing Date in accordance with the Asset Purchase Agreement. Upon and as of the Closing Date, such transfer shall constitute a legal, valid, binding and effective transfer of such Acquired Assets and the Buyer shall take title to and possession of such Acquired Assets free and clear of all Encumbrances and Interests.

9. All such Encumbrances and Interests shall attach solely to the proceeds of the Sale with the same validity, priority, force and effect that they now have as against the Acquired Assets, subject to any claims and defenses the Debtors and their estates may possess with respect thereto. This Sale Order shall be effective as a determination that, on and as of the Closing, all Encumbrances and Interests of any kind or nature whatsoever have been unconditionally released, discharged and terminated in, on or against the Acquired Assets. The provisions of this Sale Order authorizing and approving the transfer of the Acquired Assets free and clear of Encumbrances and Interests shall be self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the provisions of this Sale Order.

10. Except as expressly permitted by the Asset Purchase Agreement or this Sale Order, all Persons and entities holding Encumbrances or Interests are hereby forever barred, estopped and permanently enjoined from asserting their respective Encumbrances or Interests against the Buyer, any of their respective Affiliates and Subsidiaries, and any of their respective

Representatives, and each of their respective properties and assets, including, without limitation, the Acquired Assets. On and after the Closing Date, the Buyer shall be authorized to execute and file such documents, and to take all other actions as may be necessary, on behalf of each holder of an Encumbrance or Interest to release, discharge and terminate such Encumbrances or Interests in, on and against the Acquired Assets as provided for herein, as such Encumbrances and Interests may have been recorded or may otherwise exist. On and after the Closing Date, and without limiting the foregoing, the Buyer shall be authorized to file termination statements or lien terminations in any required jurisdiction to remove any record, notice filing, or financing statement recorded to attach, perfect or otherwise notice any Encumbrance or Interest that is extinguished or otherwise released pursuant to this Sale Order. This Sale Order constitutes authorization under all applicable jurisdictions and versions of the Uniform Commercial Code for the Buyer to file UCC termination statements with respect to all security interests in or liens on the Acquired Assets.

11. On and after the Closing, the Persons holding an Encumbrance or Interest shall execute such documents and take all other actions as may be reasonably necessary to release their respective Encumbrances and Interests in the Acquired Assets, as such Encumbrances and Interests may have been recorded or otherwise filed. The Buyer may, but shall not be required to, file a certified copy of this Sale Order in any filing or recording office in any federal, state, county or other jurisdiction in which any Debtor is incorporated or has real or personal property, or with any other appropriate clerk or recorded with any other appropriate recorder, and such filing or recording shall be accepted and shall be sufficient to release, discharge and terminate any of the Encumbrances and Interests as set forth in this Sale Order as of the Closing Date. All persons and entities that are in possession of any portion of the Acquired Assets on the Closing Date shall promptly surrender possession thereof to the Buyer at the Closing.

12. The transfer of the Acquired Assets to the Buyer pursuant to the Asset Purchase Agreement does not require any consents other than specifically provided for in the Asset Purchase Agreement.

13. This Sale Order is and shall be binding upon and govern the acts of all Persons and entities (including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, and secretaries of state, federal and local officials) who may be required by operation of law, the duties of their office, or contract to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease. Each of the foregoing Persons and entities shall accept for filing any and all of the documents and instruments necessary and appropriate to release, discharge and terminate any of the Encumbrances and Interests or to otherwise consummate the Transactions contemplated by this Sale Order and the Asset Purchase Agreement.

Additional Injunction; No Successor Liability

14. Effective upon the Closing Date and except as expressly set forth in the Asset Purchase Agreement with respect to the Assumed Liabilities, all Persons and entities are forever prohibited and permanently enjoined from (i) commencing or continuing in any manner any action or other proceeding, the employment of process, or any act (whether in law or equity, in any judicial, administrative, arbitral or other proceeding), to collect, recover or offset any Encumbrance or Interest, (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order with respect to an Encumbrance or Interest, (iii) creating, perfecting or enforcing any Encumbrance or Interest, or (iv) asserting any setoff, right of subrogation or recoupment of any kind with respect to an Encumbrance or Interest, in each case

as against the Buyer, any of its respective Affiliates or Subsidiaries, or any of their respective Representatives, or any of their respective property or assets, including the Acquired Assets.

15. The Transactions contemplated by the Asset Purchase Agreement do not cause there to be, and there is not (i) a consolidation, merger, or *de facto* merger of the Buyer, on the one hand, with or into the Debtors or the Debtors' estates, on the other hand, or vice versa, (ii) a substantial continuity between the Buyer, on the one hand, and the Debtors or the Debtors' estates, on the other hand, (iii) a common identity between the Buyer, on the one hand, and the Debtors or the Debtors' estates, on the other hand, or (iv) a mere continuation of the Debtors or their estates, on the one hand, with the Buyer, on the other hand.

16. Except as expressly set forth in the Asset Purchase Agreement with respect to the Assumed Liabilities, the transfer of the Acquired Assets to the Buyer shall not cause or result in, or be deemed to cause or result in, the Buyer, any of their respective Affiliates or Subsidiaries, or any of their respective Representatives, having any liability, obligation, or responsibility for, or any Acquired Assets being subject to or being recourse for, any Encumbrance or Interest whatsoever, whether arising under any doctrines of successor, transferee or vicarious liability, breach of fiduciary duty, aiding or abetting breach of fiduciary duty or otherwise, whether at law or in equity, directly or indirectly, and whether by payment, setoff, recoupment, or otherwise.

17. For the avoidance of doubt, notwithstanding the consummation of the Transactions and the employment by the Buyer of certain Persons previously employed by the Debtors, (i) except as otherwise expressly set forth in the Asset Purchase Agreement, the Buyer shall not have any obligations or liabilities to any employee of the Debtors or in respect of any employee benefits owing to any employee of the Debtors by the Debtors or by any plan or program administered by the Debtors or for the benefit of the Debtors' employees, and (ii) any obligations of the Buyer to any such Person shall be expressly limited to (a) those obligations

expressly agreed upon by the Buyer (if any) with such Person, and (b) those obligations explicitly assumed by the Buyer under the Asset Purchase Agreement.

Good Faith

18. The Transactions contemplated by this Sale Order and the Asset Purchase Agreement are undertaken by the Buyer without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale and other Transactions shall not alter, affect, limit, or otherwise impair the validity of the Sale or such other Transactions, unless such authorization and consummation are duly stayed pending such appeal. The Buyer is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to, and hereby granted, the full rights, benefits, privileges and protections of section 363(m) of the Bankruptcy Code.

Other Provisions

19. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in (a) these Chapter 11 Cases, (b) any subsequent chapter 7 case into which any such chapter 11 case may be converted, or (c) any related proceeding subsequent to entry of this Sale Order, shall conflict with or derogate from the provisions of the Asset Purchase Agreement or the terms of this Sale Order. To the extent of any such conflict or derogation, the terms of this Sale Order shall govern.

20. Pursuant to Bankruptcy Rules 6004(h), 7062, and 9014, this Sale Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the stay provided in Bankruptcy Rule 6004(h) is hereby expressly waived and shall not apply. Accordingly, the Debtors are authorized and empowered to close the Sale and other Transactions immediately upon entry of this Sale Order.

21. Nothing in this Sale Order shall modify or waive any closing conditions or termination rights in the Asset Purchase Agreement, and all such conditions and rights shall remain in full force and effect in accordance with their terms.

22. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Transactions.

23. All payment or reimbursement obligations of the Debtors owed to the Buyer pursuant to the Asset Purchase Agreement shall be paid in the manner provided therein, without further notice to or order of this Court. All such obligations shall constitute allowed administrative claims against each of the Debtors on a joint and several basis, with first priority administrative expense status under sections 503(b) and 507(a)(2) of the Bankruptcy Code. Until satisfied in full in cash, all such obligations shall continue to have the protections provided in this Sale Order, and shall not be discharged, modified or otherwise affected by any reorganization plan for the Debtors.

24. The failure specifically to include any particular provision of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Asset Purchase Agreement be authorized and approved in its entirety.

25. The Asset Purchase Agreement may be modified, amended or supplemented in a writing signed by the parties thereto and in accordance with the terms thereof, without further notice to or order of this Court, provided that any such modification, amendment or supplement shall not have a material adverse effect on the Debtors' estates unless approved by order of this Court. All such modifications, amendments and/or supplements not previously provided to the Committee shall be provided promptly to the Committee.

26. This Court retains jurisdiction, pursuant to its statutory powers under 28 U.S.C. § 157(b), to, among other things, (i) interpret, implement, and enforce the terms and provisions of this Sale Order, the Asset Purchase Agreement, and any amendments thereto and any waivers and consents given thereunder, (ii) compel delivery of the Acquired Assets to the Buyer, (iii) enforce the injunctions and limitations of liability set forth in this Sale Order, and (iv) enter any orders under section 363 of the Bankruptcy Code.

27. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

28. The automatic stay provisions of section 362 of the Bankruptcy Code are vacated and modified to the extent necessary to implement the provisions of this Sale Order and the terms and conditions of the Asset Purchase Agreement.

29. The rules of construction set forth in Section 8.15 of the Asset Purchase Agreement shall apply to this Sale Order, *mutatis mutandis*.

30. To the extent that this Sale Order is inconsistent with any prior order or pleading with respect to the Motion, the terms of this Sale Order shall govern. To the extent there are any inconsistencies between the terms of this Sale Order or the Bidding Procedures Order, on the one hand, and the Asset Purchase Agreement, on the other hand, the terms of this Sale Order and the Bidding Procedures Order shall govern, as applicable.

31. The Buyer agrees not to affirmatively pursue the Avoidance Actions purchased pursuant to Section 2.1 of the Asset Purchase Agreement, but the Buyer may raise and assert such actions as a defense, counterclaim, or offset in any litigation, dispute, claim, or action asserted against the Buyer.

Dated: February 5, 2014
Wilmington, Delaware



PETER J. WALSH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is entered into on February 4, 2014 by and between **ZCO LIQUIDATING CORPORATION (f/k/a OCZ Technology Group, Inc.)**, a Delaware corporation ("Seller"), and **FIREPOWER TECHNOLOGY, INC.**, a Delaware corporation ("Buyer"). Seller and Buyer are referred to separately herein as a "Party" and, together, as the "Parties."

WHEREAS, Seller is engaged in the power supply and power management business as generally described in the consolidated financial statements of Seller contained in the Annual Report on Form 10-K/A for the fiscal year ended February 28, 2013, filed by Seller with the Securities Exchange Commission on October 7, 2013 (the "Business");

WHEREAS, Seller is the subject of a case under the Bankruptcy Reform Act of 1978, as codified in title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq*, as amended (the "Bankruptcy Code") before the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") presently pending as Case No. 13-13126 (the "Bankruptcy Case") and is subject to the jurisdiction thereof;

WHEREAS, the transactions contemplated by this Agreement and the Ancillary Agreements (collectively, the "Transactions") are subject to the authorization and approval of the Bankruptcy Court; and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, certain of the assets and rights of Seller in accordance with Sections 105 and 363 of the Bankruptcy Code, the terms and conditions of this Agreement and the orders of the Bankruptcy Court with respect thereto.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows:

1. DEFINITIONS. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in Exhibit A.

2. BASIC TRANSACTION.

2.1 Purchase and Sale of Assets. On and subject to the terms and conditions of this Agreement and the Bankruptcy Code, Buyer agrees to purchase from Seller, and Seller agrees to sell, transfer, convey and deliver to Buyer, all of Seller's right, title and interest in the Acquired Assets for the consideration specified in this Article 2 free and clear of all Encumbrances.. Seller's and Buyer's obligations to effect the sale and purchase of the Acquired Assets and to consummate the other transactions contemplated by this Agreement shall be subject to entry of the Sale Order by the Bankruptcy Court.

2.2 Assumption of Liabilities. On and subject to the terms and conditions of this Agreement, Buyer agrees to assume and become responsible only for the Assumed Liabilities. Except for the Assumed Liabilities, Buyer does not assume and shall not in

any manner become responsible or liable for, and Seller shall retain and be responsible and liable for, all other debts, obligations or liabilities of Seller of any nature whatsoever, whether known or unknown, fixed, contingent or otherwise, including, without limitation, any debts, obligations or other liabilities directly or indirectly arising out of, or resulting from Seller's ownership or use of the Acquired Assets or operation of the Business prior to the Closing Date.

2.3 Purchase Price. Buyer agrees to pay to or on behalf of Seller at the Closing by wire transfer of immediately available funds in accordance with the wire instructions and funds flow statement delivered by Seller to Buyer prior to the Closing an amount (the "Purchase Price") for all of the Acquired Assets equal to Eight Hundred Fifty Thousand Dollars (\$850,000), provided, however, that (a) to the extent that the Seller has sold any of the inventory of the Business between 5:00 p.m. EST on January 24, 2014 and the Closing Date, the Purchase Price shall be reduced dollar-for-dollar by the full dollar amount of any such sold inventory and (b) the Purchase Price shall be adjusted for real and personal property tax proration. Prior to the Closing, the Buyer has deposited Eighty-Five Thousand Dollars (\$85,000) into an escrow account which shall be credited towards the Purchase Price at the Closing. In the event that the Closing does not occur, such deposit shall be promptly returned to the Buyer, unless the failure to close is due to the failure of the Buyer to perform or comply with any of the covenants or agreements contained in this Agreement. In the event that the Buyer is not the successful bidder or the backup bidder, the deposit shall be promptly returned to the Buyer.

2.4 Transfer Tax; Sales Tax; Other Adjustments. On the Closing Date, Seller shall pay or provide for payment of all transfer (including real estate transfer taxes) and sales taxes, if any, incurred in connection with the sale of the Acquired Assets to Buyer.

2.5 The Closing. Subject to the Bankruptcy Court's entry of the Sale Order, the closing of the transactions contemplated by this Agreement (the "Closing") may take place at the offices of Mayer Brown LLP, Chicago, Illinois, commencing at 10:00 a.m. local time on the Closing Date. Once the Closing occurs, the Closing, and all transactions to occur at the Closing, shall be deemed to have taken place at, and shall be effective as of, 12:01 a.m. (Central Daylight Time) on the Closing Date.

2.6 Deliveries at the Closing. At the Closing:

2.6.1 Seller shall deliver or cause to be delivered to Buyer, duly executed and dated as of the Closing Date, (a) the Bill of Sale, (b) the Assignment and Assumption Agreement, (c) the Assignment of Trademarks, (d) a certificate of non-foreign status, in the form provided in Treasury Regulation §1.1445-2(b)(2)(iv), issued pursuant to and in compliance with (including the making of any required filings with the Internal Revenue Service) Treasury Regulation §1.1445-2(b)(2), certifying that Seller is not a foreign person within the meaning of Treasury Regulation §1.1445-2(b)(2) and (e) a copy of the Sale Order as entered by the Bankruptcy Court.

2.6.2 Buyer shall deliver or cause to be delivered to Seller, duly executed and dated as of the Closing Date, (a) the Bill of Sale, (b) the Assignment and Assumption Agreement and (c) the Assignment of Trademarks.

2.6.3 Without limiting the generality of the foregoing, the sale, transfer, conveyance, assignment and delivery of the Acquired Assets provided for in this Article 2 shall be made by good and sufficient instruments of conveyance, in form reasonably satisfactory to Buyer, to vest in Buyer all of Seller's right, title and interest in and to the Acquired Assets as of the Closing Date, free and clear of all Encumbrances.

2.7 Allocation. The Buyer shall, within ninety (90) days following the Closing Date, deliver to the Seller an allocation of the Purchase Price (and the Assumed Liabilities, to the extent properly taken into account under the Code) among the Purchased Assets (the "Allocation") in accordance with Section 1060 of the Code and the Treasury regulations promulgated thereunder. The Allocation shall become final thirty (30) days after the Buyer provides such schedule to the Seller unless the Seller objects in writing to the Buyer, specifying the basis of the objection and preparing an alternative allocation. If the Seller objects, then the Seller and the Buyer shall in good faith attempt to consensually resolve the dispute within fifteen (15) days of notice to the Buyer of the Seller's objections. Any such consensual resolution shall be final and binding on the parties hereto. Any unresolved disputes shall be promptly submitted to a nationally recognized accounting firm mutually acceptable to the Seller and Buyer that is not the current auditor of either, with such determination being final and binding on the parties hereto. Unless otherwise required by applicable law, each of the parties agrees to (a) prepare and timely file all tax returns, including IRS Forms 8594 (and all supplements thereto), if applicable, in a manner consistent with the Allocation as finalized and (b) act in accordance with the Allocation for all tax purposes. The parties shall revise the Allocation to the extent necessary to reflect any post-Closing payment made pursuant to or in connection with this Agreement. In the case of any payment referred to in the preceding sentence, the Buyer shall propose a revised Allocation, and the parties hereto shall follow the procedures outlined above with respect to review, dispute and resolution in respect of such revision.

3. CONVEYANCE OF CERTAIN ACQUIRED ASSETS; CONDITIONS.

3.1 Assignment of Assigned Contracts. Notwithstanding anything herein to the contrary, Buyer shall not request Seller to assume and assign the lease for the premises in Carlsbad, California (the "Carlsbad Lease"), provided, however, in the event Buyer requests that Seller seek to assume and assign the Carlsbad Lease to Buyer on or prior to the Closing Date the Seller shall prosecute a motion to assume and assign such lease under Section 365 of the Bankruptcy Code and Buyer shall be solely responsible to pay or reimburse Seller for any and all Contract Cure Amounts with respect to the Carlsbad Lease.

3.2 Further Assurances; Efforts of Seller. On and after the Closing Date, each Party shall execute and deliver (and cause its Affiliates to execute and deliver) to the other Party such assignments and other instruments as may be reasonably requested by

such other Party and are required to effectuate the Transactions, and shall use its commercially reasonable best efforts to obtain all necessary waivers, consents and approvals and to effect all necessary registrations and filings. It is understood and agreed by the Parties that Seller's efforts under the provisions of this Section 3.2 shall not require Seller or any of its Affiliates to offer or grant financial accommodations (other than lawful incidental payments for which Buyer shall promptly reimburse Seller) to any Person, or to remain primarily or secondarily liable in any way with respect to any Acquired Assets or Assumed Liabilities.

3.3 Sale Order. In addition to the conditions set forth herein, the obligation of Buyer to purchase and pay for the Acquired Assets at Closing shall be subject to and conditioned upon the timely entry of a final non-appealable order by the Bankruptcy Court substantially in the form attached hereto as Exhibit B, including, without limitation, the following findings and/or conclusions and the satisfaction of each of the following express conditions, unless waived by Buyer prior to, or concurrently with, the Closing Date (the "Sale Order"):

(a) that adequate notice has been given of the Bankruptcy Sale Motion and of all related hearings, proceedings, and Orders;

(b) that the Seller has articulated good and sufficient reasons to support the Bankruptcy Court's approval of the sale of the Acquired Assets pursuant to this Agreement;

(c) that this Agreement and the transactions contemplated herein, including the transfer of the Acquired Assets by the Seller to Buyer as provided in this Agreement, are approved, assumed and authorized;

(d) that the Seller is authorized and directed to execute all documents and instruments and take such other actions as may be necessary to implement this Agreement;

(e) that the transfer of the Acquired Assets by the Seller to Buyer is or will be a legal, valid, and effective transfer of the Acquired Assets notwithstanding any requirement for approval or consent by any entity (as defined in Section 101(15) of the Bankruptcy Code);

(f) that the transfer of the Acquired Assets by Seller to Buyer vests Buyer with title to the Acquired Assets free and clear of all liens, pledges, mortgages, security interests, claims, encumbrances and all other interests, of any nature whatsoever (including, without limitation, claims and encumbrances (i) that purport to give any entity (as defined in Section 101(15) of the Bankruptcy Code) a right or option to effect any forfeiture, modification, right of approval, right of first refusal, repurchase or termination of Seller's or Buyer's interest in the Acquired Assets or any similar rights or (ii) that relate to any and all federal, state, local or foreign taxes);

(g) that the transfer of the Acquired Assets is in exchange for adequate consideration under the Bankruptcy Code and under the laws of the United States, any state, territory or possession thereof or the District of Columbia;

(h) that the transfer of the Acquired Assets does not and will not subject Buyer to any liability by reason of such transfer under laws of the United States, any state, territory or possession thereof or the District of Columbia based, in whole or in part, directly or indirectly, on any theory of law, including, without limitation, any theory of successor or transferee liability;

(i) Buyer is not a successor to or a continuation of Seller and the transaction resulting from the Agreement is not a de facto merger;

(j) that the Bankruptcy Court retains jurisdiction to enforce the provisions of this Agreement in all respects, including jurisdiction to protect the Buyer against any liabilities which are not expressly assumed by Buyer under this Agreement;

(k) that the provisions of the Sale Order are non-severable and mutually dependent;

(l) that the transactions contemplated by this agreement are undertaken by Buyer in good faith, as the term is used in Section 363(m) of the Bankruptcy Code and Buyer is entitled to the rights and protection granted thereby;

(m) that the sale is in the best interest of the Seller's bankruptcy estate and is otherwise in the public interest, and that there exists business reasons for the sale of the Acquired Assets to Buyer;

(n) that the Acquired Assets have been adequately marketed and will lose value absent a sale;

(o) that the Agreement was negotiated at arm's length and all aspects thereof are commercially reasonable and the Buyer is a good faith purchaser for value;

(p) that all the requirements of the Bankruptcy Code have been met;

(q) that all transfers and conveyances shall be exempt from all federal, state and local transfer taxes, stamp taxes and/or similar taxes, or if not exempt shall be the responsibility and obligation of Seller and not Buyer;

(r) Buyer does not assume any liabilities of Seller, except as expressly set forth in the Agreement;

(s) that all creditors of Seller are permanently enjoined from asserting against Buyer following the sale any claim they currently have against Seller,

with the exception of those obligations of Seller which are specifically assumed by Buyer; and

(t) that the ten (10) day stay of Federal Rules of Bankruptcy Procedure 6004(h) and 6006(d) are waived.

3.4 Operation in the Ordinary Course. Subject to the limitations and restrictions imposed on Seller as a result of the commencement of the Chapter 11 Cases, Buyer's obligations hereunder shall also be subject to and conditioned on Seller continuing to operate the Business in the ordinary course and as a debtor in possession through the Closing Date and not taking (or omitting to take) any action that would cause any of Seller's representations and warranties set forth herein to be untrue at, or as of any time prior to, the Closing Date.

4. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Buyer as of the Closing Date, except as set forth in the disclosure schedule delivered by Seller to Buyer concurrently with the execution of this Agreement (the "Disclosure Schedule") as follows:

4.1 Due Organization. Seller is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware, with all requisite power and authority to own, lease and operate its properties as presently owned, leased and operated and to carry on the Business as presently conducted.

4.2 Due Authorization; Enforceability. Subject to entry of the Sale Order (solely with respect to actions to be taken after the Petition Date that require approval pursuant to the Sale Order to be effective), Seller has full power and authority to execute and deliver this Agreement and its Ancillary Agreements, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby, and no other corporate or other action or proceeding on the part of Seller or any of its members, shareholders or equity owners (as applicable) is necessary to authorize the execution and delivery of this Agreement or its Ancillary Agreements by Seller, the performance by Seller of such obligations or the consummation by Seller of such transactions. This Agreement has been duly and validly executed and delivered by Seller and its Ancillary Agreements shall have been duly and validly executed and delivered by Seller on or prior to the Closing Date. Assuming the due authorization, execution and delivery of this Agreement and each of its Ancillary Agreements by Buyer, subject to the entry of the Sale Order, this Agreement constitutes a legal, valid and binding obligation of Seller, and each of its Ancillary Agreements when executed and delivered shall constitute a legal, valid and binding obligation of Seller, in each case enforceable against Seller in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar Laws in effect which affect the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies.

4.3 Consents and Approvals; No Conflicts.

4.3.1 Other than any Consent of or with any Governmental Authority the failure of which to be obtained or made would not reasonably be expected to have a Material Adverse Effect and except for approval of the Bankruptcy Court, no Consent of or with any Governmental Authority or any other Person not a party to this Agreement is necessary in connection with the execution, delivery and performance by Seller of this Agreement and its Ancillary Agreements or the consummation of the transactions contemplated hereby or thereby.

4.3.2 Except to the extent excused by or rendered unenforceable against Seller as a result of the Sale Order or operation of the Bankruptcy Code, the execution and delivery by Seller of this Agreement and its Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby do not and shall not: (a) violate any provision of the organizational documents of Seller; (b) violate any Law or other restriction of any Governmental Authority applicable to Seller, the Acquired Assets or the Business; or (c) violate or conflict with, result in a breach or termination of, constitute a default or give any Person any additional right (including a termination right) under, permit cancellation of, result in the creation of any Encumbrance upon any of the assets or properties of Seller under, or result in or constitute a circumstance which, with or without notice or lapse of time or both, would constitute any of the foregoing under, any Contract to which Seller is a party or by which Seller or any of its assets or properties are bound, except, in the case of each of clauses (b) and (c), for any such violation, conflict, breach, termination, default or Encumbrances (as applicable) that would not reasonably be expected to have a Material Adverse Effect.

4.3.3 Title to the Acquired Assets. Except as would not reasonably be expected to have a Material Adverse Effect, (a) Seller has good, valid, marketable and indefeasible title to, is the lawful owner of or has a valid leasehold interest in, and in each case has custody and control of, all of the Acquired Assets free and clear of all Encumbrances, and (b) subject to obtaining and making all applicable Consents and entry of the Sale Order, Seller has the full right to sell, convey, transfer, assign and deliver the Acquired Assets to Buyer

5. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer represents and warrants to Seller as of the Closing Date as follows:

5.1 Due Organization. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware, with all requisite power and authority to own, lease and operate its properties as presently owned leased and operated and to carry on its business as presently conducted.

5.2 Due Authorization; Enforceability. Buyer has full power and authority to execute and deliver this Agreement and its Ancillary Agreements, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby, and no other action or proceeding on the part of Buyer is necessary to authorize the execution and delivery of this Agreement or its Ancillary Agreements by

Buyer, the performance by Buyer of such obligations or the consummation by Buyer of such transactions. This Agreement has been duly and validly executed and delivered by Buyer and its Ancillary Agreements shall have been duly and validly executed and delivered by Buyer on or prior to the Closing Date. Assuming the due authorization, execution and delivery of this Agreement and each of its Ancillary Agreements by Seller, this Agreement constitutes a legal, valid and binding obligation of Buyer, and each of its Ancillary Agreements when executed and delivered shall constitute a legal, valid and binding obligation of Buyer, in each case enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar Laws in effect which affect the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies.

5.3 Consents and Approvals; No Conflicts.

5.3.1 Other than any Consent of or with any Governmental Authority the failure of which to be obtained or made would not reasonably be expected to prevent or delay Buyer in performing any of its obligations under this Agreement or its Ancillary Agreements, no Consent of or with any Governmental Authority or any other Person not a party to this Agreement is necessary in connection with the execution, delivery and performance by Buyer of this Agreement and its Ancillary Agreements or the consummation of the transactions contemplated hereby or thereby.

5.3.2 The execution and delivery by Buyer of this Agreement and its Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby do not and shall not: (a) violate any provision of the organizational documents of Buyer; (b) violate any Law or other restriction of any Governmental Authority applicable to Buyer; or (c) violate or conflict with, result in a breach or termination of, constitute a default or give any Person any additional right (including a termination right) under, permit cancellation of, result in the creation of any Encumbrance upon any of the assets or properties of Buyer under, or result in or constitute a circumstance which, with or without notice or lapse of time or both, would constitute any of the foregoing under, any Contract to which Buyer is a party or by which Buyer or any of its assets or properties are bound.

6. POST-CLOSING COVENANTS.

6.1 Confidentiality.

6.1.1 Buyer acknowledges that, in connection with the Transactions, Buyer and its Affiliates may have been and may subsequently be furnished with, receive or otherwise have access to, non-public documents and information concerning the Other Businesses, including information contained in Intellectual Property of the Other Businesses (collectively, "Confidential Information"). Subsequent to the Closing, Buyer shall not disclose, and shall maintain the confidentiality of, all Confidential Information. Buyer shall use at least the same degree of care to safeguard and to prevent the disclosure, publication, dissemination, destruction, loss or alteration of the Confidential

Information as it employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss, or alteration of its own information (or information of its customers) of a similar nature, but in no case less than reasonable care. Buyer shall not, and shall cause its Affiliates and Representatives not to, (a) use any Confidential Information in any manner, (b) make any copies of any Confidential Information, (c) acquire any right in or assert any Encumbrance against any Confidential Information, (d) sell, assign, transfer, lease, license or otherwise dispose of any Confidential Information to Third Parties or commercially exploit any Confidential Information, including through derivative works, or (e) refuse for any reason (including a default or breach of this Agreement or any Ancillary Agreement by Seller) to promptly provide any tangible embodiments of the Confidential Information (including copies thereof) to Seller if requested to do so, in the form reasonably requested.

6.1.2 Nothing contained in this Agreement shall be construed as obligating Seller or any of its Affiliates to disclose any Confidential Information to Buyer, or as granting to or conferring on Buyer, expressly or impliedly, any right, title, interest or license to any Confidential Information or any components thereof.

6.1.3 Notwithstanding any other provision of this Agreement, it is understood and agreed that the remedies at Law would be inadequate in the case of any breach of the covenants contained in this Section 6.1. Accordingly, Seller shall be entitled, without limiting its other remedies and without the necessity of proving actual damages or posting any bond, to equitable relief, including the remedy of specific performance or injunction, with respect to any breach or threatened breach of such covenants and Buyer (on behalf of itself and its Affiliates) Consents to the entry thereof.

6.2 Insurance. Buyer acknowledges that (a) all of the insurance policies maintained by Seller or any of its Affiliates prior to the Closing Date have been terminated with respect to the Business and the Acquired Assets effective as of the Closing Date and (b) as a result of such termination, the Business and the Acquired Assets are not covered under such policies and Buyer shall be responsible for obtaining replacement coverage.

6.3 Use of Seller's Name. Buyer acknowledges that (a) nothing in this Agreement shall transfer or shall operate as an agreement to transfer any right, title or interest in Seller's Name to Buyer or any of its Affiliates and (b) Seller is not granting to Buyer a license to use Seller's Name. Notwithstanding the foregoing, Buyer's obligations to purchase and pay for the Acquired Assets at Closing shall be subject to Buyer having received from the title owner of Seller's Name either a royalty-free license to use Seller's Name or a memorandum of understanding providing for royalty-free use of Seller's Name consistent with the terms of the license agreement between Toshiba, Inc. and Buyer executed concurrently herewith, which shall include the following terms and conditions:

- The term of the license shall be limited to six months.
- The logo to be licensed shall be limited to those expressly designated under the license agreement.

- The logo “OCZ” shall not be used on a stand-alone basis. “OCZ” logo shall always be used together with other logo, such as the brand name of the product.
- If any third party claim is brought against Toshiba or its affiliates because of the use of the “OCZ” logo by the buyer of the PSU business, the buyer shall indemnify Toshiba and its affiliates.

Notwithstanding any other provision of this Agreement, it is understood and agreed that the remedies at Law would be inadequate in the case of any breach of the covenants contained in this Section 6.3. Accordingly, Seller shall be entitled, without limiting its other remedies and without the necessity of proving actual damages or posting any bond, to equitable relief, including the remedy of specific performance or injunction, with respect to any breach or threatened breach of such covenants and Buyer (on behalf of itself and its Affiliates) Consents to the entry thereof.

6.4 Brokers. (a) Seller shall indemnify Buyer and its Affiliates against, and hold Buyer and its Affiliates harmless from, any Liability for any brokers’ or finders’ fees or other commissions arising with respect to brokers, finders, financial advisors or other Persons retained or engaged by Seller or its Affiliates in respect of the Transactions and (b) Buyer shall indemnify Seller and its Affiliates against, and hold Seller and its Affiliates harmless from, any Liability for any brokers’ or finders’ fees or other commissions arising with respect to brokers, finders, financial advisors or other Persons retained or engaged by Buyer or its Affiliates in respect of the Transactions.

6.5 Access to Information and Records. On and after the Closing Date, Seller, Seller’s Representatives, and Representatives of Seller’s bankruptcy estate shall have reasonable access to all of the books and records Seller delivered to Buyer at Closing or as otherwise required hereunder, including all materials and all other information pertaining to any Assigned Contracts to the extent that (a) such books, records and information relate to any period prior to the Closing Date and (b) such access is reasonably required by Seller in connection with the Bankruptcy Case, the Excluded Liabilities, the Excluded Assets or similar matters relating to or affected by the operation of the Business for periods prior to the Closing. Such access shall be afforded by Buyer upon receipt of reasonable advance notice and during normal business hours, and Buyer shall permit Seller and Seller’s Representatives to make reasonable copies of such books, records and information as they may reasonably request at Seller’s sole cost and expense.

6.6 Reference is made to the securities class action lawsuit, captioned *In re OCZ Technology Group, Inc. Securities Litigation*, No. 3:12-cv-05265-RS, the shareholder derivative lawsuit, captioned *In re OCZ Technology Group, Inc. Shareholder Derivative Litigation*, No.: C-12-05556-RS, the SEC investigation, captioned *In the Matter of OCZ Technology Group, Inc. HO-11979*, and the internal investigations conducted by the Company and Audit Committee (collectively, “Litigation and Investigation Matters”). Notwithstanding anything to the contrary contained herein, the parties hereto acknowledge and agree that any attorney-client and/or attorney work-product privileges (collectively, “Privileges”) that were or could have been asserted by the Board of Directors of the Seller (or any committee of such Board) prior to the Closing

related to the Litigation and Investigation Matters are not intended to transfer to the Buyer pursuant to this Agreement or the transactions contemplated hereby but rather are intended to remain with the Seller and its Board of Directors and shall be Excluded Assets under this Agreement. Subsequent to the Closing, the Buyer shall use its reasonable best efforts not to waive any such Privileges. The parties hereto further acknowledge and agree that any and all documents relevant to the Litigation and Investigation Matters (collectively, "Relevant Documents") will not be transferred to the Buyer pursuant to this Agreement or the transactions contemplated hereby but rather are intended to remain Seller and shall be Excluded Assets under this Agreement, subject to the access rights outlined in Section 6.5 and subject to the making or receipt of copies thereof by the Buyer. The Parties acknowledge and agree that notwithstanding the fact that the Relevant Documents will not be transferred to Buyer, Buyer may use any Relevant Documents and any information contained therein in connection with the operation of their respective businesses or as may otherwise be reasonably necessary, subject to the agreements contained in this Section 6.6 with respect to Privileges related to the Litigation and Investigation Matters. The Relevant Documents include electronic and hard copy documents relating to, among other things, the Buyer's historical financial statements (including the restatement), financial books and records, financial results and public disclosures. The Relevant Documents also include electronic and hard copy documents relating to items identified in the SEC subpoenas issued to the Seller. The Parties further agree that the Relevant Documents shall be retained by Seller subject to Section 6.5 and that, upon Buyer's affirmative election following the final settlement or other final resolution of all of the Litigation and Investigation Matters, title to the Relevant Documents not acquired by Toshiba, Inc. (or its designee) shall pass to Buyer for no additional consideration hereunder. Notwithstanding the above, in the event the Buyer obtains possession of original copies of certain Relevant Documents, and the Buyer desires to dispose of any such Relevant Documents, the Buyer shall (x) give the Seller at least ninety (90) days prior written notice of such disposition and (y) give the Seller a reasonable opportunity, at the Seller's expense, to segregate and remove such Relevant Documents as the Seller may select and/or to copy at Seller's sole cost and expense such Relevant Documents as the Seller may select. The Parties agree that, notwithstanding any terms to the contrary contained in this Agreement, Buyer shall not be liable for monetary damages as a result of any breach or threatened breach of any of the terms of this Section 6.6. The Parties further agree that irreparable damage would occur in the event that any provision of this Section 6.6 were not performed in accordance with its specific terms or was otherwise breached, that the Parties shall be entitled to an injunction or injunctions to prevent breaches of the terms of this Section 6.6 and to enforce specifically the terms and provisions of this Section 6.6, and that any such injunction or injunctions shall be the sole remedy of the Selling Entities in the event of any breach or threatened breach of this Section 6.6 by Buyer. The Parties further acknowledge and agree that this Section 6.6 shall become effective upon the Closing.

6.7 Employee Matters.

6.7.1 Prior to the Closing, Buyer shall offer, or cause a Buyer Designee to offer, to employ all or substantially all Business Employees with employment commencing as of, and contingent on, the Closing, which offer of "at will" employment

shall be on salary and bonus structure that are substantially similar, in the aggregate, to the terms and conditions of employment with Seller immediately prior to the Closing Date, excluding any equity-based compensation and severance benefits. Any such offers of employment shall be subject to satisfaction of Buyer's employment qualification of verification of eligibility for employment. For purposes of this Agreement, each Business Employee who receives such an offer of employment shall be referred to as an "Offeree." At least five (5) Business Days prior to the Closing Date, Buyer will provide Seller with a schedule setting forth a list of the names of all Offerees. Effective immediately prior to the Closing, Seller shall terminate the employment of all Offerees who accept an offer of employment prior to the Closing and commence employment with Buyer or a Buyer Designee, as well as their participation in or under any Seller Benefit Plans. Each Offeree who accepts such offer prior to the Closing and commences employment with the Buyer or a Buyer Designee shall be referred to herein as a "Transferred Employee." Buyer covenants and agrees that each Transferred Employee shall be eligible to participate in Buyer's severance, vacation and paid time off plans on the terms and conditions provided to similarly-situated employees of Buyer or Buyer Designee, taking into account service with the Seller for purposes of determining eligibility, vesting and amount of benefit. Buyer further covenants and agrees that it shall assume liability for, and hold the Seller harmless with respect to, all vacation and paid time off for each Business Employee that is accrued (with Seller) and unused as of the Closing Date and shall provide credit to each Transferred Employee for any such accrued and unused vacation and paid time off as of the Closing Date, allowing each Transferred Employee to use such vacation and paid time off in accordance with the terms of the applicable Seller's policy as in effect as of the Closing Date or under Buyer's vacation policy, whichever is more generous, and in no event shall any vacation or paid time off benefits be forfeited if such forfeiture would be a violation of law.

6.7.2 Each Business Employee who is not a Transferred Employee shall be referred to herein as an "Excluded Employee."

6.7.3 To the extent that any Transferred Employees participate in one or more Seller Benefit Plans that are intended to qualify under Section 401(k) of the Code, Seller shall cause the unvested account balances (if any) of each such Transferred Employee under each such plan to vest in full upon or prior to the Closing.

7. TAX MATTERS.

7.1 Proration.

7.1.1 For purposes of this Agreement, Liability for all real property Taxes, personal property Taxes and similar ad valorem obligations levied with respect to the Acquired Assets for a Taxable period which includes (but does not end on) the Closing Date (the "Apportioned Obligations") shall be apportioned between Seller and Buyer based on the number of days of such Taxable period included in the period ending on the Closing Date (the "Pre-Closing Tax Period") and the number of days of such Taxable period included in the period after the Pre-Closing Tax Period (the "Post-Closing Tax Period"). Seller shall be liable for the proportionate amount of such Apportioned

Obligations that is attributable to the Pre-Closing Tax Period. Buyer shall be liable for the proportionate amount of such Apportioned Obligations that is attributable to the Post-Closing Tax Period. With respect to real property Taxes, such proration shall be calculated based upon the most recent Tax statement available at the time of Closing; provided, that the Parties agree to re-prorate the real property Taxes based on the actual Tax statement for the applicable period within thirty (30) days after such actual Tax statement is received by Buyer, and the appropriate Party shall promptly pay to the other Party the amount of any adjustment necessary to reflect the actual proration based upon such actual Tax statement.

7.1.2 For purposes of this Agreement, Liabilities for any Tax based on or measured by income or receipts or capital for a Taxable period which includes (but does not end on) the Closing Date (including, for the avoidance of doubt, a Tax that is imposed as a result of the application of section 951 of the Code), the amount of such Tax attributable to the taxable period (or portion thereof) ending on or before the Closing Date shall be determined based on an interim closing of the books as of the close of business on the Closing Date.

7.2 Cooperation on Tax Matters.

7.2.1 Buyer and Seller agree to furnish, or cause to be furnished to the other, upon request and as promptly as practicable, such information (including access to books and records related to the Business or the Acquired Assets) and cooperation related to the Acquired Assets as is reasonably necessary for the filing of any Tax Return, the preparation for any Tax audit or the prosecution or defense of any Proceeding related to any proposed Tax adjustment related to the Acquired Assets (for the avoidance of doubt, such information shall relate solely to the Acquired Assets and Buyer shall not be required to provide information pertaining to any affiliated, consolidated, combined or unitary group of which Buyer or one or more of its Affiliates is a member). Buyer and Seller shall keep all such information and documents received by them confidential unless otherwise required by Law.

7.2.2 Buyer and Seller agree to retain, or cause to be retained, all books and records pertinent to the Acquired Assets until the applicable period for assessment of Taxes under applicable Law (giving effect to any and all extensions or waivers) has expired and such additional period as necessary for any administrative or judicial Proceedings related to any proposed assessment, and to abide with all record retention agreements entered into with any Taxing authority. Buyer and Seller agree to give the other reasonable notice prior to transferring, discarding or destroying any such books and records related to Tax matters and, if so requested, Buyer and Seller shall allow the requesting Party to take possession of such books and records.

7.2.3 Buyer and Seller shall cooperate with each other in the conduct of any Proceedings for any Tax purposes related to the Acquired Assets and shall each execute and deliver such powers of attorney and other documents as are reasonably necessary to carry out the intent of this Agreement.

8. MISCELLANEOUS.

8.1 Press Releases and Public Announcements. The text of the initial press release or press releases relating to this Agreement (which may be joint or separate) shall be agreed to by Buyer, on the one hand, and Seller, on the other hand. Unless otherwise required by applicable Law or the rules or regulations of any applicable securities exchange, and except for disclosure of matters that become a matter of public record as a result of the Bankruptcy Case and any filings or notices related thereto, Buyer, on the one hand, and Seller, on the other hand, shall consult with each other before issuing any other press release or otherwise making any public statement with respect to this Agreement, the transactions contemplated hereby or the activities and operations of the other Parties and shall not issue any such release or make any such statement without the prior written consent of Seller or Buyer, respectively (such consent not to be unreasonably withheld, conditioned or delayed)

8.2 Survival. None of the representations and warranties of the Parties in this Agreement or any Ancillary Agreement or in the Schedules or Exhibits attached hereto shall survive the Closing, and no Party shall, or shall be entitled to, make any claim or initiate any action against any other Party with respect to any such representation or warranty from or after the Closing. None of the covenants or agreements of the Parties in this Agreement shall survive the Closing, and no Party shall, or shall be entitled to, make any claim or initiate any action against any other Party with respect to any such covenant or agreement from or after the Closing other than those covenants and agreements contained herein that by their terms survive, or that are to be performed in whole or in part, after the Closing, which shall survive the consummation of the Transactions until fully performed. For the avoidance of doubt, and without limiting the foregoing except to the extent it is inconsistent with the following, the provisions in Section 4 (including all subsections thereof) and Section 5 (including all subsections thereof) of this Agreement shall not survive the Closing, and the provisions of Subsection 2.6, Section 6 (including all subsections thereof), Section 7 (including all subsections thereof) and Section 8 (including all subsections thereof) of this agreement shall survive the Closing.

8.3 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

8.4 Entire Agreement. This Agreement, together with any Exhibits, the Schedules, the Disclosure Schedule and the Ancillary Agreements, constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

8.5 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective personal representatives, heirs, successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior Consent of the other Party.

8.6 Counterparts. This Agreement may be executed in one or more counterparts (including by means of facsimile or electronic means including .pdf form), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.7 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

8.8 Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing and shall be deemed duly given (a) when delivered personally to the recipient, (b) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid), (c) one (1) Business Day after being sent to the recipient by facsimile transmission or email if the sender on the same day sends a confirming copy of such notice by a reputable overnight courier service (charges prepaid), or (d) four (4) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to Seller:

ZCO Liquidating Corporation
6373 San Ignacio Avenue
San Jose, CA 95119
Attn: Timothy Boates
Phone: 256-776-4989
Email:
tboates@rasmanagement.com

Copy to:

Mayer Brown LLP
71 South Wacker Drive
Chicago, IL 60606
Attn: Sean Scott
Phone: 312-701-9810
Email: stscott@mayerbrown.com

If to Buyer:

FirePower Technology, Inc.
c/o 333 Bridge Street, N.W.,
Suite 1700
Grand Rapids, MI 49504
Attn: Lawrence D. Firestone
Phone: 719-231-1445
Email:
lawrence.firestone@gmail.com

Copy to:

Varnum LLP
333 Bridge Street, N.W., Suite 1700
Grand Rapids, MI 49504
Attn: Harvey Koning
Phone: (616) 336-6588
Email: hkoning@varnumlaw.com

Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

8.9 Governing Law. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement, and all claims and causes of action arising out of, based upon, or related to this Agreement or the negotiation, execution or performance

hereof, shall be governed by, and construed, interpreted and enforced in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law principles that would result in the application of any Laws other than the Laws of the State of Delaware.

8.10 Submission to Jurisdiction. Any Proceeding arising out of, based upon or relating to this Agreement or the transactions contemplated hereby and the Proceedings related thereto shall be brought solely in the Bankruptcy Court (or any court exercising appellate jurisdiction over the Bankruptcy Court). Each Party hereby irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court (or any court exercising appellate jurisdiction over the Bankruptcy Court) in respect of any Proceeding arising out of, based upon or relating to this Agreement or any of the rights and obligations arising hereunder, and agrees that it will not bring any action arising out of, based upon or related thereto in any other court; provided, however, that, if the Bankruptcy Case is dismissed, any Proceeding arising out of, based upon or relating to this Agreement or the transactions contemplated hereby shall be heard and determined solely in the Chancery Court of the State of Delaware and any state appellate court therefrom within the State of Delaware (or, if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware and any direct appellate court therefrom). Each Party hereby irrevocably waives, and agrees not to assert as a defense, counterclaim or otherwise, in any such Proceeding, (a) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with Section 8.8, (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) to the fullest extent permitted by applicable Law, any claim that (i) the Proceeding in such court is brought in an inconvenient forum, (ii) the venue of Proceeding is improper or (iii) this Agreement or any Ancillary Agreement, or the subject matter hereof or thereof, may not be enforced in or by such courts. Each Party agrees that notice or the service of process in any Proceeding arising out of, based upon or relating to this Agreement or any of the rights and obligations arising hereunder, shall be properly served or delivered if delivered in the manner contemplated by Section 8.8.

8.11 WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT IT: (A) UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (B) MAKES THIS WAIVER VOLUNTARILY; AND (C) HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER IN THIS SECTION 8.11.

8.12 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Buyer and Seller. No waiver by any Party of any condition or provision of this Agreement or any default, misrepresentation or breach of any representation, warranty, covenant or agreement hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such a waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation or breach of any representation, warranty, covenant or agreement hereunder, or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8.13 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

8.14 Expenses. Except as otherwise provided in this Agreement, each Party shall bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby; provided, that Seller shall pay all applicable city, county or state conveyance, transfer, documentary, sales, use, stamp, registration and other such Taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with the consummation of the Transactions ("Transfer Taxes"), and each Party agrees to file all necessary documentation (including all Tax Returns) with respect to such Transfer Taxes in a timely manner, and, if required by applicable Law, the Parties will, and shall cause their Affiliates to, join in the execution of any such Tax Returns and other documentation.

8.15 Construction.

8.15.1 The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

8.15.2 Any reference to any federal, state, local or foreign Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

8.15.3 Unless the context otherwise requires, as used in this Agreement: (a) "including" and its variants mean "including, without limitation" and its variants, and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it; (b) words defined in the singular have the parallel meaning in the plural and vice versa; (c) the terms "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement, the Disclosure Schedule, the Schedules and any Exhibits hereto; (d) all Sections and

Schedules, Disclosure Schedule and Exhibits referred to herein are, respectively, Sections of, and Schedules, Disclosure Schedule and Exhibits to, this Agreement; (e) words importing any gender shall include other genders; (f) a dollar figure (\$) used in this Agreement shall mean United States dollars; (g) any reference to “days” means calendar days, unless Business Days are expressly specified; and (h) the use of “or” is not intended to be exclusive unless expressly indicated otherwise.

8.15.4 A reference to a notice or Consent to be delivered under or pursuant to this Agreement means a written notice or Consent.

8.15.5 A reference to any Person includes such Person’s successors and assigns to the extent such successors or assigns are permitted by the terms of the applicable agreement.

8.15.6 All payments under or pursuant to this Agreement shall be made by wire transfer in United States dollars in immediately available funds, without any set-off, deduction or counterclaim whatsoever.

8.16 Bulk Sales. Buyer acknowledges that Seller and its Affiliates shall not comply with the provisions of any bulk sale or transfer Laws of any jurisdiction in connection with the Transactions, and Buyer hereby waives compliance by Seller and its Affiliates with the provisions of the Laws of any jurisdiction relating to a bulk sale or transfer of assets that may be applicable to the transfer of the Acquired Assets. The Parties intend that pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any security interests in the Acquired Assets, including any liens or claims arising out of the bulk transfer Laws.

8.17 DISCLAIMER OF WARRANTIES. EXCEPT AS PROVIDED IN ARTICLE 4, SELLER IS SELLING AND TRANSFERRING ALL OF THE ACQUIRED ASSETS “AS IS” AND “WHERE IS” WITH ALL FAULTS. EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES PROVIDED IN ARTICLE 4, ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED, AND BUYER ACKNOWLEDGES (A) THAT NEITHER BUYER NOR ITS AFFILIATES (NOR THEIR RESPECTIVE REPRESENTATIVES) HAS RELIED UPON ANY REPRESENTATIONS OR WARRANTIES OF ANY NATURE MADE BY OR ON BEHALF OF OR IMPUTED TO SELLER OR ITS AFFILIATES (OR THEIR RESPECTIVE REPRESENTATIVES), OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE 4 (SUBJECT TO THE LIMITATIONS AND RESTRICTIONS SPECIFIED THEREIN) AND (B) THAT BUYER HAS MADE OR SHALL MAKE PRIOR TO CLOSING SUCH INSPECTIONS AS BUYER DEEMS APPROPRIATE. SELLER AND BUYER AGREE THAT THE DISCLAIMERS OF WARRANTIES CONTAINED IN THIS SECTION 8.17 ARE “CONSPICUOUS” DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

8.18 Disclosure Schedule. Any information disclosed pursuant to any Schedule hereto shall be deemed to be disclosed to Buyer for all purposes of this Agreement and the Ancillary Agreements. Neither the specification of any Dollar amount or any item or matter in any provision of this Agreement or any Ancillary Agreements nor the inclusion of any specific item or matter in any Schedule hereto or thereto is intended to imply that such amount, or higher or lower amounts, or the item or matter so specified or included, or other items or matters, are or are not material, and no Party shall use the fact of the specification of any such amount or the specification or inclusion of any such item or matter in any dispute or controversy between the Parties as to whether any item or matter is or is not material for purposes of this Agreement or any Ancillary Agreement. Neither the specification of any item or matter in any provision of this Agreement or any Ancillary Agreements nor the inclusion of any specific item or matter in any Schedule hereto or thereto is intended to imply that such item or matter, or other items or matters, are or are not in the Ordinary Course of Business, and no Party shall use the fact of the specification or the inclusion of any such item or matter in any dispute or controversy between the Parties as to whether any item or matter is or is not in the Ordinary Course of Business for purposes of this Agreement or any other Ancillary Agreement.

8.19 Incorporation of Exhibits, Schedules and Disclosure Schedule. The Exhibits, Schedules and Disclosure Schedule identified in this Agreement are incorporated herein by reference and made a part hereof.

* * * * *

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase Agreement on the date first above written.

SELLER:

BUYER:

ZCO LIQUIDATING CORPORATION

FIREPOWER TECHNOLOGY, INC.

By: 

By: _____

Name: TIMOTHY D. BATES

Name: Lawrence D. Firestone

Title: CHIEF RESTRUCTURING OFFICER

Title: Chief Executive Officer and President

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase Agreement on the date first above written.

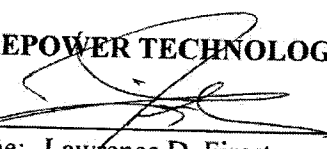
SELLER:

BUYER:

ZCO LIQUIDATING CORPORATION

FIREPOWER TECHNOLOGY, INC.

By: _____
Name:
Title:

By: 
Name: Lawrence D. Firestone
Title: Chief Executive Officer and President

[Signature Page to Asset Purchase Agreement]

Exhibit A

Defined Terms

“Acquired Assets” means all of Seller’s right, title and interest in and to the assets, properties and rights used solely in the Business, as the same shall exist as of the Closing Date, including, but not limited to, those assets listed on Schedule 2.1 to this Agreement, except for the Excluded Assets. Without limiting the generality of the foregoing, the Acquired Assets shall include all of Seller's right, title and interest in, to and under the following, to the extent used in the Business: (a) all tangible personal property owned by Seller, including, without limitation, all furniture, fixtures and furnishings, machinery and equipment of any nature; (b) all inventories, including, without limitation, inventories of materials and supplies; (c) all of Seller's right, title and interest in and to the Assigned Contracts set forth on Schedule 1.1(A), to the extent assigned to Buyer in accordance with the procedures set forth in this Agreement; provided that Schedule 1.1(A) may be amended at the request of Buyer to add or delete contracts and leases at any time prior to the Closing except that Buyer may not delete any contract or lease for which the Bankruptcy Court has issued an order indicating that it has been assumed by Seller; (d) all Avoidance Actions; and (e) all of Seller's right, title and interest in and to all permits, licenses and authorizations required, necessary or desirable in the operation of the Business, to the extent assigned to Buyer in accordance with the procedures set forth in this Agreement.

“Affiliate” means any Person that, directly or indirectly, through one or more Persons, controls, is controlled by or is under common control with the Person specified, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract, as trustee or executor or otherwise.

“Agreement” means this Asset Purchase Agreement, including all Exhibits and Schedules hereto.

“Allocation Schedule” has the meaning set forth in Section 2.7.

“Ancillary Agreement” means any contract or other agreement that is entered into between Buyer (or any of its Affiliates), on the one hand, and Seller (or any of its Affiliates), on the other hand, pursuant to this Agreement on the Closing Date, including the Bill of Sale, the Assignment and Assumption Agreement and the Assignment of Trademarks. The Ancillary Agreements executed by a specified Person shall be referred to as such Person’s Ancillary Agreements or by other similar expression.

“Apportioned Obligations” has the meaning set forth in Section 7.1.1.

“Assigned Contracts” means the Contracts and Real Property Leases that are used solely in the Business and set forth on Schedule 1.1(A).

“Assignment and Assumption Agreement” means the assignment and assumption agreement between Seller and Buyer, dated as of the Closing Date.

“Assignment of Trademarks” means the assignment of trademarks by Seller in favor of Buyer with respect to the trademarks included in the Acquired Assets, dated as of the Closing Date.

“Assumed Liabilities” means: (a) Liabilities arising under the Assigned Contracts after the Closing; (b) Liabilities arising out of the sale or use of any of the Acquired Assets after the Closing; and (c) Liabilities assumed by Buyer pursuant to Section 6.7.1.

“Avoidance Actions” means any and all preference or fraudulent transfer claims or actions against the Seller’s prior or existing vendors, service providers and landlords not previously transferred to Toshiba, Inc. (or its designee) which a trustee, a debtor in possession or other appropriate party in interest may assert on behalf of Seller or its Estate under sections 544, 547 and/or 548 of the Bankruptcy Code. For the avoidance of doubt, the Avoidance Actions do not include any Excluded Litigation.

“Bankruptcy Case” has the meaning set forth in the recitals.

“Bankruptcy Code” has the meaning set forth in the recitals.

“Bankruptcy Court” has the meaning set forth in the recitals.

“Bankruptcy Sale Motion” means the motion to be filed by Seller in the Bankruptcy Case seeking the Bankruptcy Court’s approval of this Agreement and entry of the Sale Order.

“Bill of Sale” means the bill of sale between Seller and Buyer, dated as of the Closing Date.

“Business” has the meaning set forth in the recitals.

“Business Day” means any day other than (a) any Saturday or Sunday or (b) any other day on which banks located in New York, New York generally are closed or authorized by Law to be closed for business.

“Business Employees” means all employees of Seller employed as of the Closing Date and engaged primarily in the Business, whether active or not (including those on short-term disability or leave of absence, paid or unpaid), excluding any employees of Seller on long-term disability as of the Closing Date.

“Buyer” has the meaning set forth in the preface.

“Buyer Designee” means one or more Person(s) designated by Buyer in writing to Seller prior to the Closing.

“Closing” has the meaning set forth in Section 2.5.

“Closing Date” means such date mutually agreed to by Buyer and Seller but in no event later than February 7, 2014.

“Code” means the Internal Revenue Code of 1986, as amended.

“Confidential Information” has the meaning set forth in Section 6.1.1.

“Consent” means a consent, authorization or approval of a Person, or a filing or registration with a Person.

“Contract” means any contract, agreement, license, lease, sales order, purchase order, indenture, mortgage, note, bond, warrant, instrument, undertaking, arrangement or commitment (including all amendments, supplements and modifications thereto).

“Contract Cure Amount” shall mean, with respect to any Assigned Contract, the amounts required to be paid, if any, in connection with the assumption and assignment of such Assigned Contract pursuant to Section 365 of the Bankruptcy Code.

“Disclosure Schedule” has the meaning set forth in Article 4.

“Encumbrances” means all mortgages, pledges, charges, liens (as defined in Section 101(37) of the Bankruptcy Code), debts, interests, debentures, trust deeds, claims, encumbrances, licenses, assignments by way of security or otherwise, security interests, conditional sales contracts or other title retention agreements, rights of first refusal or similar interests or instruments charging, or creating a security interest in the Acquired Assets or any part thereof or interest therein, and any agreements, leases, licenses, occupancy agreements, options, easements, rights of way, restrictions, executions or other encumbrances (including notices or other registrations in respect of any of the foregoing) affecting any right or title to the Acquired Assets or any part thereof or interest therein, in each case of any type, nature or kind whatsoever (whether known or unknown, secured or unsecured or in the nature of setoff or recoupment, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or nonmaterial, disputed or undisputed, whether arising prior to or subsequent to the commencement of the Bankruptcy Case, and whether imposed by agreement, understanding, Law, equity, or otherwise, including claims otherwise arising under doctrines of successor liability).

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means, with respect to any Person, any other Person (whether or not incorporated) that, together with such Person, would be treated as a single employer under Section 414 of the Code or Section 4001 of ERISA.

“Excluded Assets” means (a) any Contract of Seller not listed on Schedule 1.1(A), (b) all assets, properties and rights of Seller not used solely in the Business, (c) any records, documents or other information relating to Excluded Employees, and any materials containing information about any Transferred Employee, disclosure of which would violate applicable Law, (d) all Excluded Insurance Policies, and (e) those assets that are specifically identified on Schedule 1.1(B).

“Excluded Employee” has the meaning set forth in Section 6.7.2.

“Excluded Insurance Policies” means all insurance policies of Seller, including, without limitation, any and all director and officer, fiduciary, employment practices and similar insurance policies maintained by or on behalf of Seller.

“Excluded Liabilities” means all Liabilities of Seller other than the Assumed Liabilities, including: (a) Liabilities relating to Excluded Assets; (b) Liabilities owed to creditors in the Bankruptcy Case; (c) all other accounts payable, accrued liabilities and other debt obligations of Seller; (d) Liabilities arising out of or related to the operation of the Business or the ownership or use of the Acquired Assets prior to the Closing, including with respect to (i) ERISA, pension, retirement, medical or other benefit plans for any period prior to the Closing, (ii) severance or compensation owed to any employee for any period prior to the Closing, (iii) product or general liability claims for goods or services of the Business sold prior to the Closing, (iii) environmental, health, safety, employment termination or discrimination claims made prior to the Closing, (iv) any pending, threatened, ongoing, settled or dismissed Proceeding initiated prior to the Closing, or (v) obligations to indemnify any Person in connection with the operation of the Business prior to the Closing; (e) Liabilities with respect to any Excluded Employee; (f) subject to Section 7.1, Tax Liabilities assessed against or with respect to the Acquired Assets or the Business prior to the Closing; (g) all Liabilities of the Seller arising in connection with any violation of any applicable Law relating to the period prior to the Closing; and (h) all Liabilities of the Seller for fraud, breach of fiduciary duty, misfeasance or under any other theory relating to conduct, performance or non-performance of the Seller or any of its Affiliates, or any of their respective directors, officers, or employees.

“Excluded Litigation” means any pending or potential litigation, investigation, claims, rights, defenses, causes of action and/or other proceedings in any way related to the Seller’s directors and officers, Excluded Assets, Excluded Liabilities, sale of securities (including debentures), and/or the Litigation and Investigation Matters, or referenced or addressed in any debtor-in-possession financing orders (“DIP Financing Orders”) entered in the Seller’s Bankruptcy Case, including without limitation any proceedings that could potentially be pursued (directly or indirectly) by the official committee of unsecured creditors in the Bankruptcy Case (the “Committee”). For the avoidance of doubt, the Seller’s, the Committee’s and any other party’s rights regarding investigations, claims, actions and litigation with respect to (i) the Seller’s lenders (as preserved in the DIP Financing Orders), (ii) the Litigation and Investigation matters, and (iii) the Seller’s directors and officers, are not Acquired Assets and are not being sold to Buyer.

“Governmental Authority” means any federal, state, provincial, local or foreign government, or subdivision thereof, or any entity, body or authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any federal, state, provincial, local or foreign government, including any quasi-governmental entity established to perform such functions, in each case having jurisdiction over the Person, property or matter in question.

“Intellectual Property” means, whether arising under the Laws of the United States, any state or other political subdivision thereof, any other country or political subdivision thereof or any international treaty regimes or conventions, whether or not filed, perfected, registered or recorded: (a) patents and patent applications, including continuations, divisionals, continuations-

in-part, provisionals or reissues of patent applications and patents issuing thereon; (b) trademarks, service marks, trade names, service names, brand names, trade dress rights, slogans, logos, Internet domain names or corporate names or other identifiers of source or goodwill, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof; (c) works of authorship, including all copyrights and all registrations and applications therefor; (d) confidential and proprietary information, trade secrets, know-how, formulae, data, programs, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice) and software (except for “off-the-shelf” or “shrink wrap” software); and (e) certificates of plant variety protection, plant breeders rights or variety registrations or the like, applications therefor and certificates issuing therefrom.

“Law” means any law, statute, regulation, ordinance, rule, order, decree, judgment, injunction, consent decree, settlement agreement or governmental requirement enacted, promulgated, entered into, agreed or imposed by any Governmental Authority.

“Liability” means any liability, duty or obligation of any nature, whether pecuniary or not, asserted or unasserted, accrued or unaccrued, absolute or contingent, matured or unmatured, liquidated or unliquidated, determined or determinable, incurred or consequential, known or unknown and whether due or to become due.

“Material Adverse Effect” means any material adverse effect on the financial condition of the Business, taken as a whole, excluding effects or changes directly or indirectly resulting from (a) matters generally affecting the economy of any country in which the Business sells products or services, (b) military action or any act of terrorism, (c) the disclosure of the Transactions, (d) changes in Law, (e) changes in accounting rules or requirements or the interpretation thereof, (f) compliance with terms of this Agreement or the consummation of the Transactions (including the taking of any action required by this Agreement or acts or omissions of Seller or any of its Affiliates taken with the prior written Consent of Buyer) or (g) any matter or condition described in the Disclosure Schedule.

“Offeree” has the meaning set forth in Section 6.7.1.

“Ordinary Course of Business” means the ordinary course of business consistent with past custom and practice.

“Other Business” means any business of Seller or any of its Affiliates other than the Business.

“Party” has the meaning set forth in the preface.

“Person” means any individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization or other business entity or Governmental Authority.

“Petition Date” means December 2, 2013, the date upon which Seller filed a voluntary petition under Chapter 11 of the Bankruptcy Code with the Bankruptcy Court.

“Post-Closing Tax Period” has the meaning set forth in Section 7.1.1.

“Pre-Closing Tax Period” has the meaning set forth in Section 7.1.1.

“Proceedings” means any judicial or administrative action, investigation, audit, claim, suit, arbitration, proceeding or other litigation.

“Purchase Price” has the meaning set forth in Section 2.3.

“Real Property Leases” means all leases, subleases and other occupancy Contracts with respect to real property to which Seller is a party and which is used solely in the Business.

“Representative” means, as to any Person, such Person’s directors, officers, members, employees, agents, advisors (including financial advisors, counsel and accountants), shareholders, owners and controlling persons.

“Sale Order” means the order of the Bankruptcy Court, substantially in the form of attached to the Bankruptcy Sale Motion or otherwise acceptable to Buyer and Seller, which, among other things, (i) approves and authorizes, pursuant to sections 105 and 363 of the Bankruptcy Code, (A) the execution, delivery and performance by Seller of this Agreement, (B) the sale of the Acquired Assets to Buyer free and clear of all Encumbrances on the terms set forth herein and the other transactions contemplated hereby and (C) the performance by Seller of its obligations under this Agreement, (ii) finds that Buyer is not a successor to Seller, (iii) finds that Buyer is a “good faith” buyer within the meaning of Section 363(m) of the Bankruptcy Code and grants Buyer the full protection provided thereby and (iv) otherwise complies with the requirements of Section 3.3 of this Agreement.

“Seller” has the meaning set forth in the preface.

“Seller Benefit Plan” means any employment, consulting, noncompetition, nondisclosure, nonsolicitation, severance, termination, post-employment or retirement, workers’ compensation, supplemental unemployment, excess benefit, profit sharing, bonus, incentive or deferred compensation, retention or change in control agreement, equity or equity-linked compensation, stock purchase, option, restricted unit, deferred unit, performance unit, unit appreciation, phantom unit, severance pay, defined benefit pension, defined contribution pension, savings, individual account-based savings, supplemental retirement, sick or other leave, life, health, salary continuation, disability, hospitalization, accident, medical, dental, cafeteria, flex spending, adoption/dependent/employee assistance, tuition, insurance, vacation, leave of absence, paid time off, long term care, welfare fringe benefit or other employee compensation or benefit plan, program, arrangement, agreement, fund, Contract, policy or commitment (including any “employee benefit plan” as defined in Section 3(3) of ERISA (whether or not subject to ERISA)), entered into, sponsored, maintained or administered by or contributed to or required to be contributed to by Seller or any of its ERISA Affiliates for the benefit of any employee, consultant or other service provider of Seller (or any dependent or beneficiary thereof) or in which any employee, consultant or other service provider of Seller (or any dependent or beneficiary thereof) participates.

“Seller’s Name” means (a) the name “OCZ” or similar names and any trademark, service mark, trade name, service name, brand name, slogan, identifying symbol, logo, emblems, signs, Internet domain name and corporate name and other identifier of source or goodwill that includes

the word “OCZ” and (b) any and all other derivatives of the word “OCZ” and names or marks confusingly similar thereto.

“Tax Return” means any return, report or other information or filing required to be supplied to a Governmental Authority or Person in connection with any Taxes, including any schedule or attachment thereto or amendment thereof.

“Taxes” means all taxes, charges, fees, duties, levies or other assessments (including income, gross receipts, net proceeds, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, franchise, excise, goods and services, value added, stamp, user, transfer, fuel, excess profits, occupational, interest equalization, windfall profits, severance, payroll, unemployment and social security taxes) that are imposed by any Governmental Authority, and such term includes any interest, penalties or additions to tax attributable thereto or attributable to any nonpayment thereof.

“Third Party” means a Person that is neither a Party nor an Affiliate of a Party.

“Transactions” has the meaning set forth in the recitals.

“Transfer Taxes” has the meaning set forth in Section 8.14.

“Transferred Employee” has the meaning set forth in Section 6.7.1.

Exhibit B

Sale Order

See the attached.

Schedule 1.1(A)

Assigned Contracts

None.

Schedule 1.1(B)

Additional Excluded Assets

None.

Schedule 2.1**Acquired Assets****Fixed Assets**

See the attached list.

Inventory

The specific inventory listed on the attached inventory schedule, and to the extent used in, purchased for or associated with the Business, all of Seller's rights and interests in all other inventory wherever located.

Patents and Patent Applications

| Country | Pat/Pub No. | Title | Application No. | Status |
|---------|-------------|--|-----------------|---------|
| US | 7,983,860 | Method and System for Monitoring Power Consumption of a Computer Component | 11/983,343 | Issued |
| US | 8,083,536 | Connector Assembly and Method for SATA Drives | 12/872,114 | Issued |
| US | 20120151242 | Apparatus for Optimizing Supply Power of a Computer Component and Methods Therefor | 13/159,557 | Pending |
| US | 20130020126 | Power Supply for a Computer System having Customizable Cable Extensions | 13/551,914 | Pending |

Registered Trademarks and Service Marks

| Country | Registration No. | Mark |
|---------|------------------|----------|
| US | 3,352,055 | SILENCER |

| | | |
|----------------|-----------|-----------------------|
| US | 3,859,399 | PC POWER AND COOLING |
| US | 1,778,764 | SILENCER (STYLIZED) |
| US | 1,755,030 | TURBO-COOL (STYLIZED) |
| PRC | 1098703 | SILENCER |
| EU | 1098703 | SILENCER MK |
| Intl Madrid | 1039125 | PC POWER AND COOLING |
| Intl Madrid | 1098703 | SILENCER |

Unregistered Trademarks

- PC Power and Cooling (as used in unregistered classes)
- ZX
- ZT
- ZS
- ModXStream
- CoreXStream
- StealthXStream
- CrossFire

Domain Names

- pcpowerandcooling.be
- pcpowerandcooling.de
- pcpowerandcooling.cn
- pcpowerandcooling.net
- pcpowercooling.co
- pcpowercooling.info
- pcpowercooling.org
- pcpowerandcooling.jp
- pcpowercooling.cn
- pcpowercooling.de
- pcpowercooling.jp
- pcpower.com

- pcpowerandcooling.com
- pcpowerandcooling.org
- pcpowercooling.com
- pcpowercooling.net

Other Intellectual Property

To the extent used in and needed for the Business:

- All trade dress, logos, trade names and all goodwill associated therewith;
- All copyrightable works, all copyrights, and all applications, registrations and renewals in connection therewith, together with all translations, adaptations, derivations and combinations thereof;
- All trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, schematics, diagrams, test procedures, specifications, customer and supplier lists, catalogs, pricing and cost information, and business and marketing plans and proposals);
- All computer software whether in source code or object code form; and
- All other proprietary rights and all copies and tangible embodiments thereof.

| DatabaseID | LocationID | ItemID | ItemName | TotalQuantity | TotalCost | AverageCost |
|------------|------------|-----------------|--|---------------|------------|-------------|
| NLDDAT | BASNDL | OCZ500MXSP-EU | OCZ ModXStream Pro 500W (EU) | 1,194.00 | 50,148.00 | \$ 42.00 |
| NLDDAT | BASNDL | OCZ500MXSP-UK | OCZ ModXStream Pro 500W (UK) | 437.00 | 18,659.90 | \$ 42.70 |
| NLDDAT | BASNDL | OCZ550FTY-EU | OCZ 550W Fatalitty PSU (EU) | 1,341.00 | 63,831.60 | \$ 47.60 |
| NLDDAT | BASNDL | OCZ550FTY-UK | OCZ 550W Fatalitty PSU (UK) | 254.00 | 12,242.80 | \$ 48.20 |
| NLDDAT | BASNDL | OCZ600MXSP-EU | OCZ ModXStream PRO 600W (EU) | 960.00 | 44,160.00 | \$ 46.00 |
| NLDDAT | BASNDL | OCZ600MXSP-UK | OCZ ModXStream PRO 600W (UK) | 278.00 | 12,871.40 | \$ 46.30 |
| NLDDAT | BASNDL | OCZ700MXSP-EU | OCZ ModXStream PRO 700W (EU) | 2,659.00 | 135,875.13 | \$ 51.10 |
| NLDDAT | BASNDL | OCZ700MXSP-UK | OCZ ModXStream PRO 700W (UK) | 559.00 | 28,900.30 | \$ 51.70 |
| NLDDAT | BASNDL | OCZ750FTY-UN | OCZ 750W Fatalitty PSU (EU and UK) | 28.00 | 1,975.85 | \$ 70.57 |
| NLDDAT | BASNDL | OCZACSSDBRKT2 | Accessory, SSD Bracket 2 | 546.00 | 391.74 | \$ 0.72 |
| NLDDAT | BASNDL | OCZ-CXS500W-EU | OCZ CoreXStream Series 500 Watt ATX APFC PSU (EU) | 1,943.00 | 51,810.36 | \$ 26.67 |
| NLDDAT | BASNDL | OCZ-CXS500W-UK | OCZ CoreXStream Series 500 Watt ATX APFC PSU (UK) | 1,214.00 | 32,982.30 | \$ 27.17 |
| NLDDAT | BASNDL | OCZ-FTY1000W-EU | OCZ Fatalitty 1000 Watt 80PLUS Gold PSU (EU) | 4.00 | 509.78 | \$ 127.45 |
| NLDDAT | BASNDL | OCZ-FTY1000W-UK | OCZ Fatalitty 1000 Watt 80PLUS Gold PSU (UK) | 4.00 | 510.52 | \$ 127.63 |
| NLDDAT | BASNDL | OCZ-ZS550W-EU | 550W 80+ Bronze Non Modular Power Supply (UK) | 173.00 | 7,395.75 | \$ 42.75 |
| NLDDAT | BASNDL | OCZ-ZS550W-UK | 550W 80+ Bronze Non Modular Power Supply (EU) | 1.00 | 46.90 | \$ 46.90 |
| NLDDAT | BASNDL | OCZ-ZS650W-EU | 650W 80+ Bronze Non Modular Power Supply (UK) | 5.00 | 236.75 | \$ 47.35 |
| NLDDAT | BASNDL | OCZ-ZS650W-UK | 650W 80+ Bronze Non Modular Power Supply (EU) | 2.00 | 104.29 | \$ 52.15 |
| NLDDAT | BASNDL | OCZ-ZS750W-EU | 750W 80+ Bronze Non Modular Power Supply (UK) | 73.00 | 3,820.56 | \$ 52.34 |
| NLDDAT | BASNDL | OCZ-ZS750W-UK | 750W 80+ Bronze Full Modular PSU (EU) | 130.00 | 6,969.23 | \$ 53.61 |
| NLDDAT | BASNDL | OCZ-ZT550W-EU | 550 Watt 80+ Bronze Full Modular PSU (UK) | 74.00 | 3,981.20 | \$ 53.80 |
| NLDDAT | BASNDL | OCZ-ZT550W-UK | 550 Watt 80+ Bronze Full Modular PSU (EU) | 368.00 | 21,498.56 | \$ 58.42 |
| NLDDAT | BASNDL | OCZ-ZT650W-EU | 650 Watt 80+ Bronze Full Modular PSU (UK) | 807.00 | 47,145.59 | \$ 58.42 |
| NLDDAT | BASNDL | OCZ-ZT750W-EU | 750 Watt 80+ Bronze Full Modular PSU (EU) | 103.00 | 6,767.96 | \$ 65.71 |
| NLDDAT | BASNDL | OCZ-ZT750W-UK | 750 Watt 80+ Bronze Full Modular PSU (UK) | 168.00 | 11,069.52 | \$ 65.89 |
| NLDDAT | BASNDL | OCZ-ZX850W-UN | OCZ ZX Series Fully Modular 80+ Gold 850W PSU | 60.00 | 6,370.20 | \$ 106.17 |
| NLDDAT | BASNDL | PPCMK3S1200-EU | Silencer MK III Series 1200W Modular 80Plus Platinum PSU | 273.00 | 44,499.00 | \$ 163.00 |
| NLDDAT | BASNDL | PPCMK3S1200-UK | Silencer MK III Series 1200W Modular 80Plus Platinum PSU | 72.00 | 11,808.00 | \$ 164.00 |
| NLDDAT | BASNDL | PPCMK3S500-UK | Silencer MK III Series 500W Modular 80Plus Bronze PSU (UK) | 7.00 | 323.56 | \$ 46.22 |
| NLDDAT | BASNDL | PPCMK3S750-EU | Silencer MK III Series 750W Modular 80Plus Gold PSU (EU) | 4.00 | 342.44 | \$ 85.61 |
| NLDDAT | BASNDL | PPCMK3S750-UK | Silencer MK III Series 750W Modular 80Plus Gold PSU (UK) | 19.00 | 1,630.20 | \$ 85.80 |
| NLDDAT | BASNDL | PPCMK3S850-EU | Silencer MK III Series 850W Modular 80Plus Gold PSU (EU) | 13.00 | 1,253.91 | \$ 96.45 |
| NLDDAT | BASNDL | PPCMK3S850-UK | Silencer MK III Series 850W Modular 80Plus Gold PSU (UK) | 8.00 | 775.20 | \$ 96.90 |
| NLDDAT | BASNDL | PWR-ADAP01 | Power Adaptor - PCI-E 6pin to 8pin | 2,119.00 | 1,059.50 | \$ 0.50 |
| NLDDAT | BASNDL | VPC | Power Cord 18GA | 660.00 | 726.00 | \$ 1.10 |
| NLDDAT | BASNDL | VPC1 | Power Cord 14GA | 240.00 | 1,200.00 | \$ 5.00 |
| NLDDAT | BASNDL | VPCEU | EU Shielded Power Cable | 14,078.00 | 11,436.58 | \$ 0.81 |
| NLDDAT | BASNDL | VPCUK | UK Shielded Power Cable | 8,649.00 | 8,662.06 | \$ 1.00 |
| OCZDAT | PPCWHE | CBL-0007 | Peripheral Cable, 4 Pin, PPCMK3400/500/600 | 117.00 | 210.53 | \$ 1.80 |
| OCZDAT | PPCWHE | CBL-0008 | PCI-E Cable, PPCMK3400/500/600 | 20.00 | 32.14 | \$ 1.61 |
| OCZDAT | PPCWHE | CBL-0009 | SATA Cable, PPCMK3400/500/600 | 145.00 | 232.00 | \$ 1.60 |
| OCZDAT | PPCWHE | CMP_ESA-URC | Component, ESA, USB Remote Cable | 137.00 | 523.34 | \$ 3.82 |
| OCZDAT | PPCWHE | ESA | ESA Power Supply Daughterboard | 112.00 | 1,585.45 | \$ 14.16 |
| OCZDAT | PPCWHE | OCZ1000EXS-B | B Stock OCZ Elite X Stream Power Supply 1000W | 174.00 | 11,714.40 | \$ 67.32 |
| OCZDAT | PPCWHE | OCZ1000PXS-B | B Stock OCZ PROXSTREAM 1000W PS2 Form Factor | 1.00 | 133.74 | \$ 133.74 |

653,992.64

| | | | | | | | |
|--------|--------|-----------------|---|----------|-----------|----|--------|
| OCZDAT | PPCWEH | OCZ1010GXSLI-B | B Stock OCZ GameXStream 1010W SLI-Ready PSU w/ Full-Range PFC | 15.00 | 1,100.48 | \$ | 73.37 |
| OCZDAT | PPCWEH | OCZ400FTY-B | B Stock OCZ 400W Fatal1ty PSU | 4.00 | 136.46 | \$ | 34.12 |
| OCZDAT | PPCWEH | OCZ400MXSP-B | B Stock OCZ ModXStream PRO 400W (US) | 8.00 | 259.28 | \$ | 32.41 |
| OCZDAT | PPCWEH | OCZ400XS2-B | B Stock OCZ StealthXStream 2 400W | 11.00 | 339.68 | \$ | 30.88 |
| OCZDAT | PPCWEH | OCZ400XS-B | B Stock OCZ StealthXStream400W | 11.00 | 332.16 | \$ | 30.20 |
| OCZDAT | PPCWEH | OCZ45012U-B | B Stock OCZ ModStream 450W 12U Power Supply | 27.00 | 1,369.61 | \$ | 50.73 |
| OCZDAT | PPCWEH | OCZ470ADJ-B | B Stock OCZ PowerStream 470 Watt Adjustable PSU | 10.00 | 878.00 | \$ | 87.80 |
| OCZDAT | PPCWEH | OCZ500MXSP | OCZ ModXStream Pro 500W (US) | 699.00 | 29,358.00 | \$ | 42.00 |
| OCZDAT | PPCWEH | OCZ500MXSP-B | B Stock OCZ ModXStream PRO 500W (US) | 3.00 | 126.00 | \$ | 42.00 |
| OCZDAT | PPCWEH | OCZ500XS2-B | B Stock OCZ StealthXStream 2 500W | 50.00 | 1,751.77 | \$ | 35.04 |
| OCZDAT | PPCWEH | OCZ500XS-B | B Stock OCZ StealthXStream 500W | 98.00 | 2,589.72 | \$ | 26.43 |
| OCZDAT | PPCWEH | OCZ52012U-B | B Stock OCZ ModStream 520W 12U Power Supply | 2.00 | 64.68 | \$ | 32.34 |
| OCZDAT | PPCWEH | OCZ520ADJ-B | B Stock OCZ PowerStream 520 Watt Adjustable PSU | 7.00 | 97.94 | \$ | 13.99 |
| OCZDAT | PPCWEH | OCZ520ADJSLI-B | B Stock OCZ PowerStream 520W Adjustable SLI-Ready PSU | 3.00 | 48.00 | \$ | 16.00 |
| OCZDAT | PPCWEH | OCZ550FTY | OCZ 550W Fatal1ty PSU | 265.00 | 12,791.62 | \$ | 48.27 |
| OCZDAT | PPCWEH | OCZ600ADJ-B | B Stock OCZ PowerStream 600 Watt Adjustable PSU | 4.00 | 216.06 | \$ | 54.02 |
| OCZDAT | PPCWEH | OCZ600ADJSLI-B | B Stock OCZ PowerStream 600W Adjustable SLI-Ready PSU | 18.00 | 744.58 | \$ | 41.37 |
| OCZDAT | PPCWEH | OCZ600EVOXSLI-B | B Stock OCZ EvoStream 600W SLI-Ready Fully Modular Premium P | 3.00 | 78.00 | \$ | 26.00 |
| OCZDAT | PPCWEH | OCZ600GXSLI-B | B Stock OCZ GameXStream 600W SLI-Ready PSU w/ Full-Range PFC | 23.00 | 821.04 | \$ | 35.70 |
| OCZDAT | PPCWEH | OCZ600MXSP | OCZ ModXStream PRO 600W (US) | 22.00 | 1,011.41 | \$ | 45.97 |
| OCZDAT | PPCWEH | OCZ600MXSP-B | B Stock OCZ ModXStream PRO 600W (US) | 5.00 | 230.00 | \$ | 46.00 |
| OCZDAT | PPCWEH | OCZ600XS2-B | B Stock OCZ StealthXStream 2 600W | 99.00 | 4,448.27 | \$ | 44.93 |
| OCZDAT | PPCWEH | OCZ600XS-B | B Stock OCZ StealthXStream 600W Gamers PSU | 178.00 | 5,176.34 | \$ | 29.08 |
| OCZDAT | PPCWEH | OCZ700GXSLI-B | B Stock OCZ GameXStream 700W SLI-Ready PSU w/ Full-Range PFC | 49.00 | 2,261.54 | \$ | 46.15 |
| OCZDAT | PPCWEH | OCZ700MXSP | OCZ ModXStream PRO 700W (US) | 307.00 | 15,687.70 | \$ | 51.10 |
| OCZDAT | PPCWEH | OCZ700MXSP-B | B Stock OCZ ModXStream PRO 700W (US) | 12.00 | 613.20 | \$ | 51.10 |
| OCZDAT | PPCWEH | OCZ700XS2-B | B Stock OCZ StealthXStream 2 700W | 16.00 | 814.84 | \$ | 50.93 |
| OCZDAT | PPCWEH | OCZ700XS-B | B Stock OCZ StealthXStream 700W Gamers PSU | 49.00 | 1,786.80 | \$ | 36.47 |
| OCZDAT | PPCWEH | OCZ720EVOXSLI-B | B Stock OCZ EvoStream 720W SLI-Ready Fully Modular Premium P | 2.00 | 72.00 | \$ | 36.00 |
| OCZDAT | PPCWEH | OCZ750FTY | OCZ 750W Fatal1ty PSU | 590.00 | 38,339.68 | \$ | 64.98 |
| OCZDAT | PPCWEH | OCZ750FTY-B | B Stock OCZ 750W Fatal1ty PSU | 10.00 | 693.00 | \$ | 69.30 |
| OCZDAT | PPCWEH | OCZ780MXS-B | B Stock OCZ ModXStream 780W Modular Gaming PSU | 19.00 | 800.17 | \$ | 42.11 |
| OCZDAT | PPCWEH | OCZ800EXS-B | B Stock OCZ Elite X Stream Power Supply 800W | 94.00 | 4,979.68 | \$ | 52.98 |
| OCZDAT | PPCWEH | OCZ850GXSLI-B | B Stock OCZ GameXStream 850W SLI Ready PSU w/ Full-Range PFC | 45.00 | 2,506.87 | \$ | 55.71 |
| OCZDAT | PPCWEH | OCZ900MXS-B | B Stock OCZ ModXStream 900W Modular Gaming PSU | 13.00 | 870.70 | \$ | 66.98 |
| OCZDAT | PPCWEH | OCZACSSDBRKT2 | Accessory, SSD Bracket 2 | 5,519.00 | 4,248.47 | \$ | 0.77 |
| OCZDAT | PPCWEH | OCZ-FTY1000W | OCZ Fatal1ty 1000 Watt 80PLUS Gold PSU (US) | 419.00 | 53,528.63 | \$ | 127.75 |
| OCZDAT | PPCWEH | OCZ-FTY550W | OCZ Fatal1ty Series 550W Full Modular 80Plus Bronze PSU | 86.00 | 3,655.00 | \$ | 42.50 |
| OCZDAT | PPCWEH | OCZ-FTY750W | OCZ Fatal1ty Series 750W Full Modular 80Plus Bronze PSU | 62.00 | 3,862.60 | \$ | 62.30 |
| OCZDAT | PPCWEH | OCZTHYDP500 | OCZ HydroPulse Water Pump Brushless DC motor, 500L/Hour | 1.00 | 11.85 | \$ | 11.85 |
| OCZDAT | PPCWEH | OCZTHYDP800 | OCZ HydroPulse Water Pump Brushless DC motor, 800L/Hour | 1.00 | 12.10 | \$ | 12.10 |
| OCZDAT | PPCWEH | OCZZ1000M-B | B Stock OCZ Z-Series High Performance PSU (modular) - 1000W | 5.00 | 530.00 | \$ | 106.00 |
| OCZDAT | PPCWEH | OCZZ550-B | B Stock OCZ Z-Series High Performance Power Supply - 550W | 10.00 | 440.69 | \$ | 44.07 |
| OCZDAT | PPCWEH | OCZZ850-B | B Stock OCZ Z-Series High Performance Power Supply - 850W | 32.00 | 1,745.67 | \$ | 54.55 |
| OCZDAT | PPCWEH | OCZZ850M-B | B Stock OCZ Z-Series High Performance PSU (modular) - 850W | 11.00 | 1,034.00 | \$ | 94.00 |
| OCZDAT | PPCWEH | OCZ-ZT550W | 550 Watt 80+ Bronze Full Modular PSU | 618.00 | 33,854.70 | \$ | 54.78 |
| OCZDAT | PPCWEH | OCZ-ZT650W | 650 Watt 80+ Bronze Full Modular PSU | 30.00 | 1,791.45 | \$ | 59.72 |
| OCZDAT | PPCWEH | OCZ-ZT750W | 750 Watt 80+ Bronze Full Modular PSU | 7.00 | 461.23 | \$ | 65.89 |

| | | | | | | | |
|--------|--------|---------------|--|--------|-----------|----|--------|
| OCZDAT | PPCWEH | OCZ-ZT750W-B | B Stock 750 Watt 80+ Bronze Full Modular PSU | 30.00 | 1,976.06 | \$ | 65.87 |
| OCZDAT | PPCWEH | OCZ-ZX1000W | OCZ ZX Series Fully Modular 80+ Gold 1000W PSU | 283.00 | 34,396.65 | \$ | 121.54 |
| OCZDAT | PPCWEH | OCZ-ZX1000W-B | B Stock OCZ ZX Series Fully Modular 80+ Gold 1000W PSU | 18.00 | 2,220.75 | \$ | 123.38 |
| OCZDAT | PPCWEH | OCZ-ZX1250W | OCZ ZX Series Fully Modular 80+ Gold 1250W PSU | 320.00 | 43,500.73 | \$ | 135.94 |
| OCZDAT | PPCWEH | OCZ-ZX1250W-B | B Stock OCZ ZX Series Fully Modular 80+ Gold 1250W PSU | 23.00 | 3,161.20 | \$ | 137.44 |
| OCZDAT | PPCWEH | OCZ-ZX850W | OCZ ZX Series Fully Modular 80+ Gold 850W PSU | 77.00 | 8,193.90 | \$ | 106.41 |
| OCZDAT | PPCWEH | OCZ-ZX850W-B | B Stock OCZ ZX Series Fully Modular 80+ Gold 850W PSU | 5.00 | 538.81 | \$ | 107.76 |
| OCZDAT | PPCWEH | PPCMK2S650-B | B Stock PC Power & Cooling Silencer MKII 650W PSU | 1.00 | 63.00 | \$ | 63.00 |
| OCZDAT | PPCWEH | PPCMK2S750-B | B Stock PC Power & Cooling Silencer MKII 750W PSU | 60.00 | 4,207.52 | \$ | 70.13 |
| OCZDAT | PPCWEH | PPCMK2S950 | PC Power & Cooling Silencer MKII 950W PSU | 2.00 | 171.03 | \$ | 85.52 |
| OCZDAT | PPCWEH | PPCMK2S950-B | B Stock PC Power & Cooling Silencer MKII 950W PSU | 24.00 | 2,043.48 | \$ | 85.15 |
| OCZDAT | PPCWEH | PPCMK3S1700-B | B Stock Silencer MK 3 Series 1200W Modular 80Plus Platinum PSU | 2.00 | 326.03 | \$ | 163.02 |
| OCZDAT | PPCWEH | PPCMK3S4000-B | B Stock Silencer MK 3 Series 400W Modular 80Plus Bronze PSU | 23.00 | 908.93 | \$ | 39.52 |
| OCZDAT | PPCWEH | PPCMK3S5500 | Silencer MK III Series 500W Modular 80Plus Bronze PSU (US) | 93.00 | 4,323.04 | \$ | 46.48 |
| OCZDAT | PPCWEH | PPCMK3S5500-B | B Stock Silencer MK 3 Series 500W Modular 80Plus Bronze PSU | 26.00 | 1,189.82 | \$ | 45.76 |
| OCZDAT | PPCWEH | PPCMK3S6000 | Silencer MK III Series 600W Modular 80Plus Bronze PSU (US) | 552.00 | 28,915.99 | \$ | 52.38 |
| OCZDAT | PPCWEH | PPCMK3S6000-B | B Stock Silencer MK 3 Series 600W Modular 80Plus Bronze PSU | 91.00 | 4,404.55 | \$ | 48.40 |
| OCZDAT | PPCWEH | PPCMK3S7500 | Silencer MK III Series 750W Modular 80Plus Gold PSU (US) | 77.00 | 6,537.30 | \$ | 84.90 |
| OCZDAT | PPCWEH | PPCMK3S750-B | Silencer MK III Series 750W Modular 80Plus Gold PSU | 9.00 | 764.10 | \$ | 84.90 |
| OCZDAT | PPCWEH | PPCMK3S850-B | Silencer MK III Series 850W Modular 80Plus Gold PSU | 7.00 | 671.30 | \$ | 95.90 |
| OCZDAT | PPCWEH | PPCS370X-B | B Stock Silencer 370W ATX PSU | 1.00 | 30.37 | \$ | 30.37 |
| OCZDAT | PPCWEH | PPCS420X-B | B Stock Silencer 420W ATX PSU | 34.00 | 1,299.31 | \$ | 38.22 |
| OCZDAT | PPCWEH | PPCS500-B | B Stock Silencer 500W PSU | 48.00 | 2,030.06 | \$ | 42.29 |
| OCZDAT | PPCWEH | PPCS750QBL-B | B Stock Silencer 750W Quad PSU Blue | 7.00 | 489.19 | \$ | 69.88 |
| OCZDAT | PPCWEH | PPCS760 | Silencer 760W PSU | 7.00 | 518.37 | \$ | 74.05 |
| OCZDAT | PPCWEH | PPCS760-B | Silencer 760W PSU B-Stock | 91.00 | 6,444.72 | \$ | 70.82 |
| OCZDAT | PPCWEH | PPCS910-B | B Stock Silencer 910W PSU | 22.00 | 1,880.94 | \$ | 85.50 |
| OCZDAT | PPCWEH | PPCT1200ESA-B | B Stock Turbo-Cool 1200W ESA Enabled PSU | 17.00 | 5,140.09 | \$ | 302.36 |
| OCZDAT | PPCWEH | PPCT4001UE | Turbo-Cool 400W 1U High Efficiency PSU | 130.00 | 8,943.34 | \$ | 68.79 |
| OCZDAT | PPCWEH | PPCT860 | Turbo-Cool 860W PSU | 5.00 | 675.00 | \$ | 135.00 |
| OCZDAT | PPCWEH | PPCT860-B | B Stock Turbo-Cool 860W PSU | 13.00 | 1,774.49 | \$ | 136.50 |
| OCZDAT | PPCWEH | PPCT860-C | Custom Turbo-Cool 860W PSU | 37.00 | 4,995.00 | \$ | 135.00 |
| OCZDAT | PPCWEH | PPCT860ESA-B | B Stock Turbo-Cool 860W ESA Enabled PSU | 4.00 | 633.14 | \$ | 158.29 |
| OCZDAT | PPCWEH | PPCUPS1500-B | B Stock PC&C Pure Sine Wave UPS 1500VA/900W | 3.00 | 479.64 | \$ | 159.88 |
| OCZDAT | PPCWEH | S36D-B | B Stock Silencer 360W Dell PSU | 16.00 | 498.17 | \$ | 31.14 |
| OCZDAT | PPCWEH | S36X | Silencer 360W ATX PSU | 11.00 | 333.74 | \$ | 30.34 |
| OCZDAT | PPCWEH | S41D1 | Silencer 410W Dell 1 PSU | 15.00 | 640.51 | \$ | 42.70 |
| OCZDAT | PPCWEH | S41D1-B | B Stock Silencer 410W Dell 1 PSU | 4.00 | 56.00 | \$ | 14.00 |
| OCZDAT | PPCWEH | S41X-B | B Stock Silencer 410W PSU | 6.00 | 240.00 | \$ | 40.00 |
| OCZDAT | PPCWEH | S47D | Silencer 470W Dell PSU | 17.00 | 843.20 | \$ | 49.60 |
| OCZDAT | PPCWEH | S47D-B | B Stock Silencer 470W Dell PSU | 3.00 | 145.02 | \$ | 48.34 |
| OCZDAT | PPCWEH | S47X-B | B Stock Silencer 470W ATX PSU | 18.00 | 875.96 | \$ | 48.66 |
| OCZDAT | PPCWEH | S61EPS | Silencer 610W EPS PSU | 63.00 | 3,908.40 | \$ | 62.04 |
| OCZDAT | PPCWEH | S61EPS-B | B Stock Silencer 610W EPS PSU | 21.00 | 1,266.82 | \$ | 60.32 |
| OCZDAT | PPCWEH | S61EPC-R | Refurb Silencer 610W EPS Copper PSU | 3.00 | 203.15 | \$ | 67.72 |
| OCZDAT | PPCWEH | S75CF-B | B Stock Silencer 750W Quad Crossfire PSU | 35.00 | 2,621.31 | \$ | 74.89 |
| OCZDAT | PPCWEH | S75EPS-B | B Stock Silencer 750W EPS PSU | 5.00 | 379.53 | \$ | 75.91 |
| OCZDAT | PPCWEH | S750-B | B Stock Silencer 750W Quad PSU Copper | 36.00 | 3,176.83 | \$ | 88.25 |

| | | | | | | | |
|--------|--------|------------|--|----------|-----------|----|--------|
| OCZDAT | PPCWEH | S75QB-B | B Stock Silencer 750W Quad PSU Black | 4.00 | 299.20 | \$ | 74.80 |
| OCZDAT | PPCWEH | T12W-B | B Stock Turbo-Cool 1200W PSU | 17.00 | 4,554.40 | \$ | 267.91 |
| OCZDAT | PPCWEH | T12W-U | Unfinished Turbo-Cool 1200W PSU | 72.00 | 21,960.00 | \$ | 305.00 |
| OCZDAT | PPCWEH | T1KW4E-B | B Stock Turbo-Cool 1000W 4E PSU | 6.00 | 1,563.06 | \$ | 260.51 |
| OCZDAT | PPCWEH | T1KW-B | B Stock Turbo-Cool 1000W PSU | 14.00 | 3,953.10 | \$ | 282.36 |
| OCZDAT | PPCWEH | T35X-B | B Stock Turbo-Cool 350W ATX PSU | 2.00 | 76.00 | \$ | 38.00 |
| OCZDAT | PPCWEH | T40U-U | Unfinished Turbo-Cool 400W 1U PSU | 66.00 | 4,259.31 | \$ | 64.54 |
| OCZDAT | PPCWEH | T515U-U | Unfinished Turbo-Cool 510W SLI PSU | 4.00 | 300.01 | \$ | 75.00 |
| OCZDAT | PPCWEH | T51XPO-B | B Stock Turbo-Cool 510W PO PSU | 1.00 | 104.50 | \$ | 104.50 |
| OCZDAT | PPCWEH | T855S1-B | B Stock Turbo-Cool 850W SSI PSU | 2.00 | 279.82 | \$ | 139.91 |
| OCZDAT | PPCWEH | VBT | ATX Power Tester | 1,006.00 | 772.10 | \$ | 0.77 |
| OCZDAT | PPCWEH | VBT-HS | 1.25" X 4" Black Versafit Heat Shrink | 364.00 | 163.80 | \$ | 0.45 |
| OCZDAT | PPCWEH | VBT-LED | 5V LED Green MR3450 | 3,743.00 | 374.30 | \$ | 0.10 |
| OCZDAT | PPCWEH | VBT-LR | 2.7 Ohm 25W Cement Load Resistor | 9,291.00 | 2,787.30 | \$ | 0.30 |
| OCZDAT | PPCWEH | VBT-MLX24M | Molex 24 pin Male Connectors | 200.00 | 160.00 | \$ | 0.80 |
| OCZDAT | PPCWEH | VDY | Drive Wye Splitter | 400.00 | 200.00 | \$ | 0.50 |
| OCZDAT | PPCWEH | VDYEX | Dual Molex to Single PCI Express Adapter Cable | 1,589.00 | 794.50 | \$ | 0.50 |
| OCZDAT | PPCWEH | VDYSATA | 4-Pin Molex to 2x SATA Cable | 101.00 | 101.00 | \$ | 1.00 |
| OCZDAT | PPCWEH | VLR | 1 Ohm 25W Load Resistor | 339.00 | 566.13 | \$ | 1.67 |
| OCZDAT | PPCWEH | VM68PCI | 6-8 Pin PCI-E Adapter | 371.00 | 445.20 | \$ | 1.20 |
| OCZDAT | PPCWEH | VPC2 | Power Cord Nema P | 97.00 | 634.71 | \$ | 6.54 |

496,388.20

| | | | | | | | |
|--------|--------|------------------|--|--------|-----------|----|--------|
| TW2DAT | RNTWH1 | OCZ400MXSP_RMA | OCZ 400W Fatal1ty PSU (AUS) | 3.00 | 99.51 | \$ | 33.17 |
| TW2DAT | RNTWH1 | OCZ400SX2_RMA | OCZ 400SX2 Pro 500W (US) | 1.00 | 32.49 | \$ | 32.49 |
| TW2DAT | RNTWH1 | OCZ500MXSP | OCZ 500W Fatal1ty PSU (NP) | 410.00 | 16,359.00 | \$ | 39.90 |
| TW2DAT | RNTWH1 | OCZ500MXSP_RMA | OCZ 500MXSP Pro 500W (US) | 59.00 | 2,534.46 | \$ | 42.96 |
| TW2DAT | RNTWH1 | OCZ500SX2_RMA | OCZ 500SX2 | 5.00 | 170.84 | \$ | 34.17 |
| TW2DAT | RNTWH1 | OCZ500SX2_RMA | OCZ 500SX2 | 9.00 | 360.88 | \$ | 40.10 |
| TW2DAT | RNTWH1 | OCZ550FTY_RMA | OCZ 550FTY | 12.00 | 576.25 | \$ | 48.02 |
| TW2DAT | RNTWH1 | OCZ550FTY-AUS | OCZ 550W Fatal1ty PSU (AUS) | 2.00 | 96.40 | \$ | 48.20 |
| TW2DAT | RNTWH1 | OCZ550FTY-NP | OCZ 550W Fatal1ty PSU (NP) | 3.00 | 144.89 | \$ | 48.30 |
| TW2DAT | RNTWH1 | OCZ600MXSP_RMA | OCZ 600MXSP Pro 600W (EU) | 71.00 | 3,342.69 | \$ | 47.08 |
| TW2DAT | RNTWH1 | OCZ600MXSP-EU | OCZ 600MXSP Pro 600W (EU) | 284.00 | 12,419.14 | \$ | 43.73 |
| TW2DAT | RNTWH1 | OCZ600MXSP-NP | OCZ 600MXSP Pro 600W (NP) | 1.00 | 45.20 | \$ | 45.20 |
| TW2DAT | RNTWH1 | OCZ600SX2_RMA | OCZ 600SX2 | 7.00 | 304.37 | \$ | 43.48 |
| TW2DAT | RNTWH1 | OCZ700FTY_RMA | OCZ 700FTY | 7.00 | 455.21 | \$ | 65.03 |
| TW2DAT | RNTWH1 | OCZ700GXSSLI_RMA | OCZ 700GXSSLI | 3.00 | 172.78 | \$ | 57.59 |
| TW2DAT | RNTWH1 | OCZ700MXSP_RMA | OCZ 700MXSP | 63.00 | 3,334.92 | \$ | 52.94 |
| TW2DAT | RNTWH1 | OCZ700MXSP-EU | OCZ 700MXSP Pro 700W (EU) | 293.00 | 14,225.15 | \$ | 48.55 |
| TW2DAT | RNTWH1 | OCZ700MXSP-UK | OCZ 700MXSP Pro 700W (UK) | 480.00 | 23,577.60 | \$ | 49.12 |
| TW2DAT | RNTWH1 | OCZ700SX2_RMA | OCZ 700SX2 | 1.00 | 56.72 | \$ | 56.72 |
| TW2DAT | RNTWH1 | OCZ750FTY_RMA | OCZ 750FTY | 7.00 | 487.36 | \$ | 69.62 |
| TW2DAT | RNTWH1 | OCZ780MXS_RMA | OCZ 780MXS | 1.00 | 94.70 | \$ | 94.70 |
| TW2DAT | RNTWH1 | OCZ800EXS_RMA | OCZ 800EXS | 1.00 | 80.00 | \$ | 80.00 |
| TW2DAT | RNTWH1 | OCZ850GXSSLI_RMA | OCZ 850GXSSLI | 1.00 | 76.29 | \$ | 76.29 |
| TW2DAT | RNTWH1 | OCZ8800GTX_RMA | OCZ Nvidia 8800GTX Video Card RMA | 2.00 | 234.10 | \$ | 117.05 |
| TW2DAT | RNTWH1 | OCZ-CXS500W_RMA | RMA OCZ CoreXStream Series 500 Watt ATX APFC PSU | 19.00 | 508.19 | \$ | 26.75 |

| | | | | | | | |
|--------|--------|-------------------|--|--------|-----------|----|--------|
| TW2DAT | RNTWH1 | OCZ-CXS500W-EU | OCZ CoreXStream Series 500 Watt ATX APFC PSU (EU) | 410.00 | 10,951.60 | \$ | 26.71 |
| TW2DAT | RNTWH1 | OCZDIY10N1-US_RMA | RMA OCZ 10.1" DIY Neutrino Notebook (US) | 5.00 | 1,207.68 | \$ | 241.54 |
| TW2DAT | RNTWH1 | OCZ-FTY1000W_RMA | RMA OCZ Fatal1ty 1000 Watt 80PLUS Gold PSU (UK) | 2.00 | 254.35 | \$ | 127.18 |
| TW2DAT | RNTWH1 | OCZ-FTY550W | OCZ Fatal1ty Series 550W Full Modular 80Plus Bronze PSU | 113.00 | 4,802.50 | \$ | 42.50 |
| TW2DAT | RNTWH1 | OCZ-FTY550W-EU | OCZ Fatal1ty Series 550W Full Modular 80Plus Bronze PSU | 120.00 | 5,100.00 | \$ | 42.50 |
| TW2DAT | RNTWH1 | OCZ-FTY750W | OCZ Fatal1ty Series 750W Full Modular 80Plus Bronze PSU | 113.00 | 7,039.90 | \$ | 62.30 |
| TW2DAT | RNTWH1 | OCZ-FTY750W-EU | OCZ Fatal1ty Series 750W Full Modular 80Plus Bronze PSU | 120.00 | 7,476.00 | \$ | 62.30 |
| TW2DAT | RNTWH1 | OCZZ1000M_RMA | RMA OCZ Z-Series High Performance PSU (modular) - 1000W | 2.00 | 212.00 | \$ | 106.00 |
| TW2DAT | RNTWH1 | OCZZ550_RMA | OCZZ550_RMA | 2.00 | 122.87 | \$ | 61.44 |
| TW2DAT | RNTWH1 | OCZZ650_RMA | OCZZ650_RMA | 6.00 | 402.54 | \$ | 67.09 |
| TW2DAT | RNTWH1 | OCZ-ZS550W_RMA | RMA 550W 80+ Bronze Non Modular Power Supply (NP) | 24.00 | 1,042.20 | \$ | 43.43 |
| TW2DAT | RNTWH1 | OCZ-ZS550W-EU | 550W 80+ Bronze Non Modular Power Supply (EU) | 426.00 | 18,019.80 | \$ | 42.30 |
| TW2DAT | RNTWH1 | OCZ-ZS650W_RMA | RMA 650W 80+ Bronze Non Modular Power Supply | 36.00 | 1,760.78 | \$ | 48.91 |
| TW2DAT | RNTWH1 | OCZ-ZS650W-EU | 650W 80+ Bronze Non Modular Power Supply (EU) | 2.00 | 93.80 | \$ | 46.90 |
| TW2DAT | RNTWH1 | OCZ-ZS750W_RMA | RMA 750W 80+ Bronze Non Modular Power Supply | 33.00 | 1,712.80 | \$ | 51.90 |
| TW2DAT | RNTWH1 | OCZ-ZS750W-EU | 750W 80+ Bronze Non Modular Power Supply (EU) | 88.00 | 4,567.20 | \$ | 51.90 |
| TW2DAT | RNTWH1 | OCZ-ZT550W_RMA | RMA 550 Watt 80+ Bronze Full Modular PSU | 13.00 | 699.40 | \$ | 53.80 |
| TW2DAT | RNTWH1 | OCZ-ZT650W_RMA | RMA 650 Watt 80+ Bronze Full Modular PSU | 52.00 | 2,990.36 | \$ | 57.51 |
| TW2DAT | RNTWH1 | OCZ-ZT650W-AU | 650 Watt 80+ Bronze Full Modular PSU (AU) | 48.00 | 2,804.16 | \$ | 58.42 |
| TW2DAT | RNTWH1 | OCZ-ZT650W-EU | 650 Watt 80+ Bronze Full Modular PSU (EU) | 79.00 | 4,615.18 | \$ | 58.42 |
| TW2DAT | RNTWH1 | OCZ-ZT750W_RMA | RMA 750 Watt 80+ Bronze Full Modular PSU | 32.00 | 2,091.44 | \$ | 65.36 |
| TW2DAT | RNTWH1 | OCZ-ZT750W-AU | 750 Watt 80+ Bronze Full Modular PSU (AU) | 402.00 | 26,508.84 | \$ | 65.94 |
| TW2DAT | RNTWH1 | OCZ-ZT750W-EU | 750 Watt 80+ Bronze Full Modular PSU (EU) | 324.00 | 21,350.04 | \$ | 65.90 |
| TW2DAT | RNTWH1 | OCZ-ZX1000W_RMA | RMA OCZ ZX Series Fully Modular 80+ Gold 1000W PSU | 26.00 | 3,225.55 | \$ | 124.06 |
| TW2DAT | RNTWH1 | OCZ-ZX1000W-NP | OCZ ZX Series Fully Modular 80+ Gold 1000W PSU (NP) | 98.00 | 11,924.48 | \$ | 121.68 |
| TW2DAT | RNTWH1 | OCZ-ZX1000W-UN | OCZ ZX Series Fully Modular 80+ Gold 1000W PSU (UN) | 62.00 | 7,315.69 | \$ | 118.00 |
| TW2DAT | RNTWH1 | OCZ-ZX1250W | OCZ ZX Series Fully Modular 80+ Gold 1250W PSU | 1.00 | 135.97 | \$ | 135.97 |
| TW2DAT | RNTWH1 | OCZ-ZX1250W_RMA | RMA OCZ ZX Series Fully Modular 80+ Gold 1250W PSU (UN) | 50.00 | 7,006.42 | \$ | 140.13 |
| TW2DAT | RNTWH1 | OCZ-ZX1250W-AU | OCZ ZX Series Fully Modular 80+ Gold 1250W PSU (AU) | 45.00 | 5,994.77 | \$ | 133.22 |
| TW2DAT | RNTWH1 | OCZ-ZX1250W-NP | OCZ ZX Series Fully Modular 80+ Gold 1250W PSU (NP) | 51.00 | 7,055.31 | \$ | 138.34 |
| TW2DAT | RNTWH1 | OCZ-ZX850W_RMA | RMA OCZ ZX Series Fully Modular 80+ Gold 850W PSU (UN) | 22.00 | 2,329.34 | \$ | 105.88 |
| TW2DAT | RNTWH1 | OCZ-ZX850W-AU | OCZ ZX Series Fully Modular 80+ Gold 850W PSU (AU) | 248.00 | 26,165.14 | \$ | 105.50 |
| TW2DAT | RNTWH1 | OCZ-ZX850W-NP | OCZ ZX Series Fully Modular 80+ Gold 850W PSU (NP) | 8.00 | 854.40 | \$ | 106.80 |
| TW2DAT | RNTWH1 | PPCMK3S1200_RMA | RAM Silencer MK III Series 1200W Modular 80Plus Platinum PSU | 1.00 | 162.00 | \$ | 162.00 |
| TW2DAT | RNTWH1 | PPCMK3S1200-NP | Silencer MK III Series 1200W Modular 80Plus Platinum PSU | 19.00 | 3,078.00 | \$ | 162.00 |
| TW2DAT | RNTWH1 | PPCMK3S400 | Silencer MK III Series 400W Modular 80Plus Bronze PSU (US) | 81.00 | 3,434.90 | \$ | 42.41 |
| TW2DAT | RNTWH1 | PPCMK3S400_RMA | RMA Silencer MK III Series 400W Modular 80Plus Bronze PSU | 9.00 | 372.60 | \$ | 41.40 |
| TW2DAT | RNTWH1 | PPCMK3S500_RMA | RMA Silencer MK III Series 500W Modular 80Plus Bronze PSU | 9.00 | 414.30 | \$ | 46.03 |
| TW2DAT | RNTWH1 | PPCMK3S600_RMA | RMA Silencer MK III Series 600W Modular 80Plus Bronze PSU | 4.00 | 207.20 | \$ | 51.80 |
| TW2DAT | RNTWH1 | PPCMK3S750 | Silencer MK III Series 750W Modular 80Plus Gold PSU (US) | 1.00 | 84.73 | \$ | 84.73 |
| TW2DAT | RNTWH1 | PPCMK3S750-AU | Silencer MK III Series 750W Modular 80Plus Gold PSU (AU) | 75.00 | 6,367.50 | \$ | 84.90 |
| TW2DAT | RNTWH1 | PPCMK3S750-NP | Silencer MK III Series 750W Modular 80Plus Gold PSU (NP) | 181.00 | 14,977.74 | \$ | 82.75 |
| TW2DAT | RNTWH1 | PPCMK3S850-NP | Silencer MK III Series 850W Modular 80Plus Gold PSU (NP) | 138.00 | 12,726.85 | \$ | 92.22 |
| TW2DAT | RNTWH1 | PPCS420X_RMA | PPCS420X_RMA | 2.00 | 81.59 | \$ | 40.80 |
| TW2DAT | RNTWH1 | PPCS500_RMA | PPCS500_RMA | 12.00 | 378.69 | \$ | 31.56 |
| TW2DAT | RNTWH1 | PPCS910_RMA | PPCS910_RMA | 1.00 | 84.72 | \$ | 84.72 |
| TW2DAT | RNTWH1 | S47X_RMA | S47X_RMA | 8.00 | 402.08 | \$ | 50.26 |
| TW2DAT | RNTWH1 | S61EPS_RMA | S61EPS_RMA | 7.00 | 453.06 | \$ | 64.72 |

| | | | | | | |
|--------|--------|------------|-----------|-----------|----|-------|
| TW2DAT | RNTWH1 | S75CF_RMA | 2.00 | 154.16 | \$ | 77.08 |
| TW2DAT | RNTWH1 | S75EPS_RMA | 3.00 | 226.83 | \$ | 75.61 |
| TW2DAT | RNTWH1 | VPC | 12,916.00 | 18,553.03 | \$ | 1.44 |
| TW2DAT | RNTWH1 | VPC1 | 2,172.00 | 6,115.67 | \$ | 2.82 |
| TW2DAT | RNTWH1 | VPCAU | 1,445.00 | 2,206.17 | \$ | 1.53 |
| TW2DAT | RNTWH1 | VPC-CN | 7,967.00 | 15,592.24 | \$ | 1.96 |
| TW2DAT | RNTWH1 | VPCU | 1,386.00 | 1,870.16 | \$ | 1.35 |
| TW2DAT | RNTWH1 | VPCUK | 3,061.00 | 3,703.70 | \$ | 1.21 |

369,269.57

1,519,650.41

| | | | | | | |
|--------|--------|-----------------|-------|----------|----|--------|
| OCZDAT | PPCRSV | OCZ1000XS-B | 2.00 | 160.76 | \$ | 80.38 |
| OCZDAT | PPCRSV | OCZ400XS | 39.00 | 1,251.11 | \$ | 32.08 |
| OCZDAT | PPCRSV | OCZ45012U | 4.00 | 208.00 | \$ | 52.00 |
| OCZDAT | PPCRSV | OCZ45012U-EU | 30.00 | 1,602.83 | \$ | 53.43 |
| OCZDAT | PPCRSV | OCZ500MXSP | 32.00 | 1,344.00 | \$ | 42.00 |
| OCZDAT | PPCRSV | OCZ500XS-B | 4.00 | 76.00 | \$ | 19.00 |
| OCZDAT | PPCRSV | OCZ52012U | 1.00 | 57.50 | \$ | 57.50 |
| OCZDAT | PPCRSV | OCZ550FTY | 32.00 | 1,545.71 | \$ | 48.30 |
| OCZDAT | PPCRSV | OCZ600EVOSLI-UK | 47.00 | 2,947.37 | \$ | 62.71 |
| OCZDAT | PPCRSV | OCZ600MXSP | 32.00 | 1,448.80 | \$ | 45.28 |
| OCZDAT | PPCRSV | OCZ600MXSP-B | 4.00 | 184.38 | \$ | 46.10 |
| OCZDAT | PPCRSV | OCZ700FM-OC | 10.00 | 1,400.00 | \$ | 140.00 |
| OCZDAT | PPCRSV | OCZ700GXS-SLI-B | 1.00 | 35.00 | \$ | 35.00 |
| OCZDAT | PPCRSV | OCZ750FTY | 43.00 | 2,678.90 | \$ | 62.30 |
| OCZDAT | PPCRSV | OCZ750FTY-B | 21.00 | 1,455.30 | \$ | 69.30 |
| OCZDAT | PPCRSV | OCZ1000M | 23.00 | 2,436.51 | \$ | 105.94 |
| OCZDAT | PPCRSV | OCZ2850M | 5.00 | 470.00 | \$ | 94.00 |
| OCZDAT | PPCRSV | OCZ-Z7750W-B | 1.00 | 65.89 | \$ | 65.89 |
| OCZDAT | PPCRSV | PPCMK25500 | 5.00 | 242.73 | \$ | 48.55 |
| OCZDAT | PPCRSV | PPCMK25500-B | 3.00 | 142.43 | \$ | 47.48 |
| OCZDAT | PPCRSV | PPCMK25650-B | 1.00 | 63.00 | \$ | 63.00 |
| OCZDAT | PPCRSV | PPCMK25750 | 50.00 | 3,500.00 | \$ | 70.00 |
| OCZDAT | PPCRSV | PPCMK25750-B | 1.00 | 71.00 | \$ | 71.00 |
| OCZDAT | PPCRSV | PPCMK25950 | 20.00 | 1,710.03 | \$ | 85.50 |
| OCZDAT | PPCRSV | PPCMK25950-B | 6.00 | 515.95 | \$ | 85.99 |
| OCZDAT | PPCRSV | PPCMK35500 | 58.00 | 2,668.08 | \$ | 46.00 |
| OCZDAT | PPCRSV | PPCMK35750 | 5.00 | 424.50 | \$ | 84.90 |
| OCZDAT | PPCRSV | PPCMK35850 | 1.00 | 96.06 | \$ | 96.06 |
| OCZDAT | PPCRSV | PPCS760 | 22.00 | 1,556.94 | \$ | 70.77 |
| OCZDAT | PPCRSV | PPCS910-B | 24.00 | 2,137.18 | \$ | 89.05 |
| OCZDAT | PPCRSV | S75CF-B | 1.00 | 77.08 | \$ | 77.08 |
| OCZDAT | PPCRSV | T1KW4E-B | 13.00 | 3,381.41 | \$ | 260.11 |
| OCZDAT | PPCRSV | T1KW-B | 26.00 | 6,725.88 | \$ | 258.69 |
| OCZDAT | PPCRSV | T1KWSR-B | 11.00 | 2,440.10 | \$ | 221.83 |

45,120.43

| | | | | | | |
|--------|--------|---------------|-------|--------|----|-------|
| OCZDAT | PPCVRP | OCZ1000XS_RMA | 11.00 | 746.95 | \$ | 67.90 |
|--------|--------|---------------|-------|--------|----|-------|

| | | | | | | | | |
|--------|--------|-------------------|--|-------|----------|----|--------|--|
| OCZDAT | PPCVRP | OCZ1010GXSSLI_RMA | OCZ1010GXSSLI_RMA | 1.00 | 59.00 | \$ | 59.00 | |
| OCZDAT | PPCVRP | OCZ1200EXS_RMA | RMA OCZ Elite X Stream 1200W (USA Cord) | 1.00 | 218.25 | \$ | 218.25 | |
| OCZDAT | PPCVRP | OCZ400MXSP_RMA | OCZ400MXSP_RMA | 2.00 | 63.44 | \$ | 31.72 | |
| OCZDAT | PPCVRP | OCZ400XS_RMA | OCZ400XS_RMA | 13.00 | 393.38 | \$ | 30.26 | |
| OCZDAT | PPCVRP | OCZ400XS2_RMA | OCZ400XS2_RMA | 1.00 | 30.83 | \$ | 30.83 | |
| OCZDAT | PPCVRP | OCZ500MXSP_RMA | OCZ500MXSP_RMA | 9.00 | 378.00 | \$ | 42.00 | |
| OCZDAT | PPCVRP | OCZ500XS_RMA | OCZ500XS_RMA | 1.00 | 36.00 | \$ | 36.00 | |
| OCZDAT | PPCVRP | OCZ500XS2_RMA | OCZ500XS2_RMA | 2.00 | 82.60 | \$ | 41.30 | |
| OCZDAT | PPCVRP | OCZ520ADJ_RMA | OCZ520ADJ_RMA | 1.00 | 50.00 | \$ | 50.00 | |
| OCZDAT | PPCVRP | OCZ550FTY_RMA | OCZ550FTY_RMA | 25.00 | 1,191.79 | \$ | 47.67 | |
| OCZDAT | PPCVRP | OCZ600GXSSLI_RMA | OCZ600GXSSLI_RMA | 1.00 | 30.00 | \$ | 30.00 | |
| OCZDAT | PPCVRP | OCZ600MXSP_RMA | OCZ600MXSP_RMA | 55.00 | 2,530.00 | \$ | 46.00 | |
| OCZDAT | PPCVRP | OCZ600XS2_RMA | OCZ600XS2_RMA | 1.00 | 47.30 | \$ | 47.30 | |
| OCZDAT | PPCVRP | OCZ700FTY_RMA | OCZ700FTY_RMA | 14.00 | 910.80 | \$ | 65.06 | |
| OCZDAT | PPCVRP | OCZ700GXSSLI_RMA | OCZ700GXSSLI_RMA | 2.00 | 72.25 | \$ | 36.13 | |
| OCZDAT | PPCVRP | OCZ700MXSP_RMA | OCZ700MXSP_RMA | 83.00 | 4,248.61 | \$ | 51.19 | |
| OCZDAT | PPCVRP | OCZ700XS2_RMA | OCZ700XS2_RMA | 3.00 | 164.46 | \$ | 54.82 | |
| OCZDAT | PPCVRP | OCZ750FTY_RMA | OCZ750FTY_RMA | 12.00 | 831.60 | \$ | 69.30 | |
| OCZDAT | PPCVRP | OCZ850GXSSLI_RMA | OCZ850GXSSLI_RMA | 1.00 | 39.00 | \$ | 39.00 | |
| OCZDAT | PPCVRP | OCZ900MXS_RMA | OCZ900MXS_RMA | 4.00 | 224.00 | \$ | 56.00 | |
| OCZDAT | PPCVRP | OCZ-FY1000W_RMA | RMA OCZ Fatal1ty 1000 Watt 80PLUS Gold PSU (US) | 26.00 | 3,329.60 | \$ | 128.06 | |
| OCZDAT | PPCVRP | OCZ-FY750W_RMA | RMA OCZ Fatal1ty Series 750W Full Modular 80Plus Bronze PSU | 3.00 | 186.90 | \$ | 62.30 | |
| OCZDAT | PPCVRP | OCZZ1000_RMA | OCZZ1000_RMA | 1.00 | 145.00 | \$ | 145.00 | |
| OCZDAT | PPCVRP | OCZZ1000M_RMA | OCZZ1000M_RMA | 2.00 | 212.00 | \$ | 106.00 | |
| OCZDAT | PPCVRP | OCZZ650_RMA | OCZZ650_RMA | 4.00 | 227.55 | \$ | 56.89 | |
| OCZDAT | PPCVRP | OCZZ850M_RMA | OCZZ850M_RMA | 1.00 | 94.00 | \$ | 94.00 | |
| OCZDAT | PPCVRP | OCZ-Z550W_RMA | RMA 550W 80+ Bronze Non Modular Power Supply (NP) | 1.00 | 46.00 | \$ | 46.00 | |
| OCZDAT | PPCVRP | OCZ-Z5750W_RMA | OCZ-Z5750W_RMA | 4.00 | 224.40 | \$ | 56.10 | |
| OCZDAT | PPCVRP | OCZ-ZT550W_RMA | RMA 550 Watt 80+ Bronze Full Modular PSU | 35.00 | 1,883.00 | \$ | 53.80 | |
| OCZDAT | PPCVRP | OCZ-ZT650W_RMA | RMA 650 Watt 80+ Bronze Full Modular PSU | 75.00 | 4,379.86 | \$ | 58.40 | |
| OCZDAT | PPCVRP | OCZ-ZT750W_RMA | RMA 750 Watt 80+ Bronze Full Modular PSU | 79.00 | 5,189.66 | \$ | 65.69 | |
| OCZDAT | PPCVRP | OCZ-ZX1000W_RMA | OCZ-ZX1000W_RMA | 44.00 | 5,416.67 | \$ | 123.11 | |
| OCZDAT | PPCVRP | OCZ-ZX1250W_RMA | OCZ-ZX1250W_RMA | 48.00 | 6,584.33 | \$ | 137.17 | |
| OCZDAT | PPCVRP | OCZ-ZX850W_RMA | OCZ-ZX850W_RMA | 62.00 | 6,682.32 | \$ | 107.78 | |
| OCZDAT | PPCVRP | PPCMK2S500_RMA | PPCMK2S500_RMA | 1.00 | 47.50 | \$ | 47.50 | |
| OCZDAT | PPCVRP | PPCMK2S650_RMA | PPCMK2S650_RMA | 2.00 | 126.00 | \$ | 63.00 | |
| OCZDAT | PPCVRP | PPCMK2S750_RMA | RMA PC Power & Cooling Silencer MKII 750W PSU | 12.00 | 839.11 | \$ | 69.93 | |
| OCZDAT | PPCVRP | PPCMK2S950_RMA | RMA PC Power & Cooling Silencer MKII 950W PSU | 11.00 | 940.50 | \$ | 85.50 | |
| OCZDAT | PPCVRP | PPCMK3S1200_RMA | RAM Silencer MK III Series 1200W Modular 80Plus Platinum PSU | 31.00 | 5,054.70 | \$ | 163.05 | |
| OCZDAT | PPCVRP | PPCMK3S400_RMA | Silencer MK III Series 400W Modular 80Plus Bronze PSU (US) | 7.00 | 271.90 | \$ | 38.84 | |
| OCZDAT | PPCVRP | PPCMK3S500_RMA | Silencer MK III Series 500W Modular 80Plus Bronze PSU (US) | 20.00 | 915.01 | \$ | 45.75 | |
| OCZDAT | PPCVRP | PPCMK3S600_RMA | RMA Silencer MK III Series 600W Modular 80Plus Bronze PSU | 32.00 | 1,519.62 | \$ | 47.49 | |
| OCZDAT | PPCVRP | PPCMK3S750_RMA | RMA Silencer MK III Series 750W Modular 80Plus Gold PSU | 26.00 | 2,207.40 | \$ | 84.90 | |
| OCZDAT | PPCVRP | PPCMK3S850_RMA | RMA Silencer MK III Series 850W Modular 80Plus Gold PSU | 18.00 | 1,726.20 | \$ | 95.90 | |
| OCZDAT | PPCVRP | PPCS370X_RMA | PPCS370X_RMA | 2.00 | 61.95 | \$ | 30.98 | |
| OCZDAT | PPCVRP | PPCS500_RMA | PPCS500_RMA | 6.00 | 250.04 | \$ | 41.67 | |
| OCZDAT | PPCVRP | PPCS760_RMA | RMA Silencer 760W PSU | 6.00 | 431.11 | \$ | 71.85 | |
| OCZDAT | PPCVRP | PPCS910_RMA | PPCS910_RMA | 4.00 | 339.22 | \$ | 84.81 | |

| | | | | |
|-------|------------------------------|----------|----|--------|
| 6.00 | PPCT860_RMA | 815.67 | \$ | 135.95 |
| 1.00 | S47D_RMA | 48.34 | \$ | 48.34 |
| 1.00 | S47X_RMA | 49.82 | \$ | 49.82 |
| 20.00 | T12W_RMA | 5,252.99 | \$ | 262.65 |
| 1.00 | B Stock Turbo-Cool 1200W PSU | 305.00 | \$ | 305.00 |
| 3.00 | T1KWSR_RMA | 533.25 | \$ | 177.75 |
| 8.00 | T40U_RMA | 521.76 | \$ | 65.22 |
| 1.00 | T85SSJ_RMA | 26.00 | \$ | 26.00 |

69,232.64

Total 1,634,003.48

| | | |
|--------|-------------|-------------|
| OCZDAT | PPCT860_RMA | PPCT860_RMA |
| OCZDAT | S47D_RMA | S47D_RMA |
| OCZDAT | S47X_RMA | S47X_RMA |
| OCZDAT | T12W_RMA | T12W_RMA |
| OCZDAT | T12W-B | T12W-B |
| OCZDAT | T1KWSR_RMA | T1KWSR_RMA |
| OCZDAT | T40U_RMA | T40U_RMA |
| OCZDAT | T85SSJ_RMA | T85SSJ_RMA |

| Fixed Assets | Asset ID | Asset Description | Vendor | PO# | Model# | Serial # | Owner | Dept | Acquisition | Life | Acct |
|-----------------------|----------|--|--------------------------|--------|------------------|----------|------------|--------|-------------|------|-------------|
| November FY2014 | | | | | | | | | | | |
| Category/ | | | | | | | | | | | |
| Furniture & Fixtures: | | | | | | | | | | | |
| FF07-01-PCP | | Other assets acquired - PCP | | | | | Bob Roark | 50 | 06/01/07 | 60 | 6671-105-50 |
| | | Total Furniture & Fixtures: 1500-100 | | | | | | | | | 1500-100 |
| Warehouse Equipment | | | | | | | | | | | |
| WH-08-05 | | Mod. Of OCZ fix to PCPC 07-1119-0 & 02 | Chroma Systems Solutions | 661596 | | | PCP | 105-40 | 02/13/08 | 60 | 6673-100-40 |
| WH-08-10 | | Timing & Noise Analyzer, Model 6011- | Chroma Systems Solutions | 661466 | June-16 | | PCP | 105-40 | 02/19/08 | 60 | 6673-100-40 |
| WH-08-11 | | 300W/60A1-80VDC Electr. Load Md 63303- | Chroma Systems Solutions | 661466 | April-73 | | PCP | 105-40 | 02/19/08 | 60 | 6673-100-40 |
| WH-08-12 | | Assets WH 08-10 08-11 Rewiring | Chroma Systems Solutions | 661466 | | | PCP | 105-40 | 02/19/08 | 60 | 6673-100-40 |
| WH-08-13 | | Assets WH 08-10 08-11 ReCalibration | Chroma Systems Solutions | 661466 | | | PCP | 105-40 | 02/19/08 | 60 | 6673-100-40 |
| WH-08-15 | | 63303 loads | Chroma Systems Solutions | 661466 | | | PCP | 105-40 | 02/19/08 | 60 | 6673-100-40 |
| WH-09-1-PCP | | Design/Structure/permits pkgs | PP&C | | | | PCP | 105-40 | 04/08/08 | 60 | 6673-100-40 |
| WH-07-4-PCP | | Crown Fork Lift Truck | Crown Lift Trucks | 661203 | RRT5020-35TT-240 | 1A236505 | PCP | 105-40 | 09/07/07 | 60 | 6673-105-40 |
| WH-07-3-PCP | | Program AC Source | Chroma Systems Solutions | 08828 | August-68 | 0262 | PCP | 105-40 | 06/07/07 | 60 | 6673-105-40 |
| WH-07-3-PCP | | Programmable AC w/softpanels | Chroma Systems Solutions | | | | PCP | 105-40 | 07/07/07 | 60 | 6673-105-40 |
| WH-09-01 | | Power Supply Test System | PP&C | | FA-4200/ATE | | PCP | 105-40 | 12/01/08 | 45 | 6673-105-40 |
| | | Total Warehouse Equipment: 1540-100 | | | | | | | | | 1540-100 |
| R&D Equipment | | | | | | | | | | | |
| RD-07-1-PCP | | Auto Test Machine- | Fast Auto Elec | 661097 | -tFA-4200ATE | | PCP R&D | 105-30 | 08/07/07 | 60 | 6674-105-30 |
| | | Total R&D Equipment: 1545-100 | | | | | | | | | 1545-100 |
| Automobile | | | | | | | | | | | |
| AUTO-07-01PCP | | izuzu Truck | | | | | Operations | 40 | 06/07/07 | 36 | 1620-100 |
| | | Total Automobile: 1620-100 | | | | | | | | | 1620-100 |

Miscellaneous:

13-13126-PJW ZCO Liquidating Corporation

Type: bk

Chapter: 11 v

Office: 1 (Delaware)

Assets: y

Judge: PJW

Case Flag: LEAD, CLMSAGNT,
MEGA, PlnDue, DsclsDue

U.S. Bankruptcy Court

District of Delaware

Notice of Electronic Filing

The following transaction was received from Jaime Luton Chapman entered on 2/5/2014 at 11:33 AM EST and filed on 2/5/2014

Case Name: ZCO Liquidating Corporation

Case Number: 13-13126-PJW

Document Number: 291

Docket Text:

Certification of Counsel *Submitting Order Authorizing Sale of Power Supply Assets* (related document (s)[15], [259]) Filed by ZCO Liquidating Corporation. (Luton Chapman, Jaime)

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:N:\Bankruptcy\OCZ\To Be Filed\COC re 15, 259 - PSU Sale Order.pdf

Electronic document Stamp:

[STAMP bkecfStamp_ID=983460418 [Date=2/5/2014] [FileNumber=12254534-0]
[78639f8687aaa9a735ed8eeb9ccad7dd09c2f82f3253a2e2b0fb30bc324c039cac81
28164fa4ed285b9a9295ceec1d76b5847657487f62a6da6db370f206139d]]

13-13126-PJW Notice will be electronically mailed to:

Brian L. Arban on behalf of Interested Party Sirfa International Limited
barban@hillerarban.com

Ryan M. Bartley on behalf of Debtor ZCO Liquidating Corporation
bankfilings@ycst.com

David L. Buchbinder
david.l.buchbinder@usdoj.gov, david.l.buchbinder@usdoj.gov

Michael G. Busenkell on behalf of Creditor The Irvine Company
mbusenell@gsbblaw.com

Shawn M. Christianson on behalf of Creditor Oracle America, Inc.
schristianson@buchalter.com, cmcintire@buchalter.com