

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304384

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PathCentral, Inc		07/30/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	XIFIN, Inc		
Street Address:	12225 El Camino Real		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92130		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4289902	AP ANYWHERE	
Serial Number:	85456029	AP ANYWHERE EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	8584083326		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8585512030		
Email:	merle@jlr-iplaw.com		
Correspondent Name:	Merle W Richman		
Address Line 1:	6363 Greenwich Dr. Ste 140		
Address Line 4:	San Diego, CALIFORNIA 92122		
ATTORNEY DOCKET NUMBER:	XIT003US		
NAME OF SUBMITTER:	Merle W Richman		
SIGNATURE:	/mwresq/		
DATE SIGNED:	05/13/2014		
Total Attachments: 66			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "*Assignment*"), dated as of August __, 2013 (the "*Effective Date*"), is executed and delivered by PathCentral, Inc., a Delaware corporation ("*Assignor*"), for the benefit of XIFIN, Inc., a California corporation ("*Assignee*"). Each party is referred to herein as a "*Party*," and Assignor and Assignee are collectively referred to as the "*Parties*."

In consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions

As used herein, the following terms shall have the following meanings:

"*APA*" means that certain Asset Purchase Agreement, dated as of July 31, 2013, by Assignor (as the Seller) and Assignee (as the Purchaser) for certain Assets described in the APA.

"*Assigned Proprietary Rights*" shall have the meaning assigned to it in Section 2.

"*Business*" means the business operated by Assignor as defined in the APA.

"*Intellectual Property Rights*" means the Intellectual Property Rights as defined in the APA, including without limitation those rights described or identified on Exhibit A attached hereto.

"*Moral Rights*" means any rights to claim authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the publication or distribution of a work, and any similar right, regardless of whether or not such right is denominated or generally referred to as a "moral right."

"*Proprietary Rights*" means any and all proprietary rights and intellectual property rights in any country and all tangible embodiments thereof, including without limitation the following: (a) trademarks, service marks, brand names, certification marks, collective marks, d/b/a's, logos, symbols, trade dress, assumed names, fictitious names, trade names, and other indicia of origin (whether registered or unregistered), all applications and registrations for the foregoing, and all goodwill associated therewith and symbolized thereby, including without limitation, all renewals of same; (b) inventions and discoveries, whether patentable or not, and all patents, registrations, invention disclosures and applications therefor, including without limitation, reexaminations, divisions, continuations, continuations-in-part and renewal applications, and including without limitation renewals, extensions and reissues; (c) trade secrets, confidential information, non-disclosure or non-compete provisions and know-how, including without limitation processes, schematics, business methods, plans and proposals, formulae, drawings, prototypes, models, designs, customer lists, and supplier lists; and (d) program materials, designs, packaging, artwork and other published and unpublished works of authorship, whether copyrightable or not (including without limitation databases and other compilations of information), including mask

rights and computer software, copyrights therein and thereto, registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof.

2. Assignment

(a) Assignor hereby irrevocably and perpetually sells, conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in and to (i) all Proprietary Rights owned or purported to be owned by Assignor related to the Intellectual Property Rights described in Exhibit A or that are used or usable in the conduct of the Business (collectively, the "*Assigned Proprietary Rights*"), and all associated records, free and clear of all liens, security interests and encumbrances, (ii) to the extent assignable, all Moral Rights that Assignor may have in or with respect to the Assigned Proprietary Rights and all associated records, and (iii) all rights to sue for or assert claims against and remedies against past, present or future infringements of any or all of the Assigned Proprietary Rights and all rights of priority and protection of interests therein, and the right to retain any and all amounts therefrom.

(b) To the extent any of the rights, title and interest in and to Assigned Proprietary Rights cannot be assigned by Assignor to Assignee under applicable law, Assignor hereby grants to Assignee an exclusive, royalty-free, transferable, perpetual, irrevocable, worldwide, fully paid-up license (with rights to sublicense) to fully use, practice and exploit those non-assignable rights, title and interest.

(c) To the extent any of the rights, title and interest in and to the Assigned Proprietary Rights can neither be assigned nor licensed by Assignor to Assignee under applicable law, Assignor hereby irrevocably waives and agrees never to assert the non-assignable and non-licensable rights, title and interest against Assignee or any of Assignee's successors in interest.

3. Further Assurances

(a) Assignor hereby agrees to execute such instruments of transfer and take such other action as Assignee requests in order to put Assignee in possession of, and to vest in Assignee, good, valid and unencumbered title to the Assigned Proprietary Rights in accordance with this Assignment, including without limitation, the execution and delivery to Assignee of a customary short form assignment for filing with governmental agencies. In addition to the foregoing, Assignor shall take such action as Assignee requests to enable Assignee to provide for the continuing prosecution, registration, maintenance and enforcement of any Assigned Proprietary Rights.

(b) If Assignee (or its successors or assigns) is unable for any reason to secure Assignor's signature to any document required to file, prosecute, register or memorialize the assignment of any rights under any Assigned Proprietary Rights as provided under this Assignment, Assignor hereby irrevocably designates and appoints Assignee (its successors or assigns) and its/their duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights in, to and under the Assigned Proprietary Rights, all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. **Representations and Warranties**

Assignor represents and warrants to Assignee as of the Effective Date that:

(a) Assignor is the sole and exclusive owner of the Assigned Proprietary Rights, free and clear of any mortgage, hypothec, prior claim, lien (statutory or otherwise, including mechanics, warehousemen, laborers and landlords liens), security, claim, pledge, charge, community property interest, condition, equitable interest, right-of-way, easement, encroachment, servitude, security interest, preemptive right, right of first refusal, right of first negotiation, or similar restriction or right, option, judgment, title defect or encumbrance of any kind, whether accrued, contingent, absolute, or otherwise;

(b) Assignor has the right to assign the Assigned Proprietary Rights to Assignee and Assignor has not granted any license to the Assigned Proprietary Rights to any third party;

(c) Assignor has not received any written claim that a third party claims any ownership interest in the Assigned Proprietary Rights or that the Assigned Proprietary Rights infringes or misappropriates any third party Proprietary Rights; and

(d) to the knowledge of Assignor, no third party is infringing the Assigned Proprietary Rights.

5. **Miscellaneous**

(a) Severability; Parties in Interest. If any provision of this Assignment for any reason shall be held to be illegal, invalid or unenforceable, such illegality shall not affect any other provision of this Assignment, but this Assignment shall be construed as if such illegal, invalid or unenforceable provision had never been included herein. Nothing in this Assignment, express or implied, is intended to confer upon any Person not a Party to this Assignment any rights or remedies of any nature whatsoever under or by reason of this Assignment.

(b) Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of California other than conflict of laws principles thereof directing the application of any law other than that of California.

(c) Counterparts; Facsimiles. This Assignment may be executed and delivered (including by facsimile or electronic transmission) in two or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[Signature page follows.]

IN WITNESS WHEREOF, intending to be legally bound hereby, the Parties have caused this Assignment to be signed in their respective names by their duly authorized representatives as of the date first above written.

ASSIGNOR:

PathCentral, Inc., a Delaware corporation

By: _____
Title: _____
Date: _____

ASSIGNEE:

XIFIN, Inc., a California corporation

By: _____
Title: _____
Date: _____

EXHIBIT A

To

Intellectual Property Assignment

All Proprietary Rights and Intellectual Property Rights belonging to Assignor that are related to or used in the Business, including without limitation, any inventions, patents, trademarks, service marks, copyrights, works of authorship, software, domain names, website, business names, trade secrets, know-how, technology, materials, data, and documents, and also including the items described on the attached Schedules 1.1(a) and 1.1(d).

Schedules

UPDATED AS OF SEPTEMBER 17, 2013

These Schedules (these "Schedules") is made and given pursuant to the Asset Purchase Agreement, dated August 2, 2013 (the "Agreement"), by and between PathCentral, Inc. ("Seller") and XIFIN, Inc. ("Purchaser").

Seller makes the following disclosures with the section numbers in this Disclosure Schedule corresponding to the section numbers in the Agreement requiring disclosures. Any disclosure made in any section of this Disclosure Schedule shall only apply to the section of the Agreement that corresponds to the section of this Disclosure Schedule except to the extent that it is reasonably apparent on the face of such disclosure that such disclosure is relevant to another section of the Agreement. Any terms defined in the Agreement shall have the same meaning when used in this Disclosure Schedule as when used in the Agreement unless otherwise defined herein.

Nothing in this Disclosure Schedule is intended to broaden the scope of any representation or warranty contained in the Agreement or to create any covenant. Disclosure of any item or information in this Disclosure Schedule is not an admission or indication that such item or information is material, or is of a nature that would cause a Business Material Adverse Effect with respect to Seller, or is required to be referred to or disclosed in this Disclosure Schedule. Disclosure of any item or information in this Disclosure Schedule does not represent a determination that such item did not arise in the Ordinary Course of Business or that the transactions contemplated by the Agreement require the consent of third parties, unless expressly provided herein. No disclosure in this Disclosure Schedule relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. Except as provided in the Agreement, Seller does not assume any responsibility to any party other than Purchaser for the form or accuracy of any information herein.

1.1(a) Intellectual Property

Overview

PathCentral's primary intellectual property is represented in three products; 1) The PathCentral AP Anywhere Laboratory Information System (LIS), 2) The PathCentral Pathology Network, also known as PathCentralPro.Net, and 3) Miscellaneous IP and software formerly known as eTeleNext. PathCentral exclusively own or is licensed to use all of the Intellectual Property (defined below) that is part of its Assets and/or is used or held for use, free and clear of any Encumbrance. Intellectual Property includes all IP used in the business including all source code, including but not limited to the following items:

PathCentral AP Anywhere LIS:

AP Anywhere is PathCentral's comprehensive barcode-based, work list-driven pathology laboratory information system (LIS) designed specifically for the needs of commercial anatomic pathology reference laboratory. It features modules for all critical aspects of a laboratory's daily workflow, including accessioning, specimen tracking, reporting, and billing. It can be used as a standalone application or in conjunction with other laboratory software products and instrumentation. The system features substantial flexibility with regard to test menu set-up, ordering methodologies, report design, workflow, etc. It accommodates multiple specimens per patient and has a final verification summary of completed orders prior to sign-out. The work list guides the specimens through each step of the lab process and includes multiple quality control checks. AP Anywhere also enables the laboratory to integrate test data from a variety of laboratory devices and analysis software products and to review these data before electronically signing and transmitting the report via email, fax, etc. The application captures all data and images associated with each test, and allows the user to incorporate any or all of those items into the final patient report. Because the system is entirely web based, pathologists are able to review test results, query patient history, request test add-ons, and create and sign final reports from any location that has an internet connection. Full contact person functionality is available with the appropriate user permission.

Key AP Anywhere Features:

- **Selectable Product Features:** Specific features may be activated or inactivated by a designated administrator.
- **Branding:** The "look and feel" of reports may be modified and manifests/packing slips may be customized.
- **User Authorization/System Security:** All system users are granted specific privileges by the Customer Contact and require user names and passwords to access the system.
- **Add Orders/Edit Accessions:** Closed accessions are easily re-opened and edited.
- **Customer Management:** The product provides a comprehensive customer management module for the tracking of client special requests, logging customer service notes, etc.
- **View/Release Batches:** Accessioned tests go into a batch for review, which serves as a final check before orders are sent to the laboratory.
- **Travel Document:** An order manifest, called a "travel document" accompanies each case through the testing process, eliminating the need to send the original test requisition to the lab.
- **Barcode Labels:** Specimen barcode labels are produced during the accessioning process, enabling positive patient identification throughout the pre-analytic, analytic, and post-analytic phases of the laboratory process, and ensuring optimal patient safety. These labels are available in a wide variety of formats and may be generated using many different makes and models of barcode label printers.
- **Work List:** The system is entirely work list driven. Users see customized work lists tailored to their specific job function. As a case flows through the laboratory, it continually drops off one work list and appears on the next. At all times a case will appear on at least one work list, providing "tractability" and ensuring continuous movement of the case through the laboratory.

- **“Technical Only Capability”:** AP Anywhere was designed specifically to enable reference laboratories to offer “technical only” diagnostic services to its customers. The system functionally segregates the technical component of a test from the professional component and enables different entities to bill separately for their services.
- **Professional Consultation Request:** Pathologists may send cases electronically to sub-specialty expert pathologists anywhere in the world for professional consultations.
- **“Customizable” Reports:** Users create customized reports using a wide variety of templates. Page elements that may be configured to the user’s specifications include Page Header/Client Logo, Patient Information, Images, Page Footer, Professional Results, Signature Line, etc.
- **Transmission of Results:** Results may be transmitted via email notification with on-line retrieval or automated fax services (3rd party). Laboratories may also choose to transmit results to their clients using a **direct HL7 interface to the client’s LIS or EMR. All reports are generated** and stored in PDF format, so they include original graphics, such as photomicrographs, tables, charts, organ maps, etc. Results are archived indefinitely and are available on line for viewing 24 hours per day.
- **Remote Pathology:** Pathologists can access AP Anywhere from any location in the world that has an internet connection.
- **Customer Connectivity:** PathCentral can connect to a wide variety of EMR platforms, third party billing software systems, laboratory instrumentation, and other LISs, to ensure the smooth, seamless flow of critical information.
- **Billing:** Results are cross-matched to CPT codes to ensure accurate billing and rapid reimbursement.
- **Audit Trails:** Each and every user action is recorded and provides complete tractability and accountability.

PathCentralPro.Net:

PathCentralPro.Net is the first cloud-based network designed to connect the pathology community. The first and most relevant function involves connecting pathologists world-wide to request and perform consultations digitally using the latest scanning and image viewing technology. For those without scanners, consult requests can still be made and managed by using the built-in request tools and shipping the slides manually. Tools to provide a consultative diagnosis including the ability to upload reports from your local LIS environment are all included.

Besides consultations, PathCentralPro.Net has many social networking tools designed to help its members connect with fellow professionals including;

- Creating a detailed profile for you and your group with privacy configurations
- Creating private groups for your practice or pathology or interest group
- Messaging tools for quick communication
- Finding members including subspecialists through a simple search and filter system
- Sharing interesting cases, news articles, asking questions with one or many through messaging and posting

PathCentral Miscellaneous IP: PathCentral also has intellectual property in the form of software code, modules, products that have been developed as standalone products or to be used in conjunction with other products. The products are listed below and have not been sold as such since the PathCentral acquisition.

- eTeleNext AP Anywhere LIS (All versions and all included modules)
- eTeleNext AP Anywhere Reporting
- eTeleNext Accessioning
- eTeleNext CMQ
- eTeleNext PDF Repository

- BridgeLabs LIS
- eTeleNext Billing Module
- eTeleNext Clinical Trials Application
- eTeleNext eMAR (Electronic Medication Administration and Reporting)
- FlashReport
- eTeleNext Multiple Entity Architecture
- eTeleNext Laboratory Management Reporting (SQL Analysis Services Compliant)
- eTeleNex Integration Toolkit (Based on SSIS)
- eTeleNext Courier Management Module
- eTeleNext Web Services Toolkit
- eTeleNext Label Printer Application
- eTeleNext Print Supplies Module
- eTeleNext Batch Printing Utility
- Modem Controller Send/Rec
- Win Sock Sender
- Win Sock Receiver
- Modem Controller Sender
- Modem Controller Receiver
- Win Sock Sender
- Win Sock Receiver
- “NeoTool” Interface Engine
- eTeleNext Image Viewing Application
- Win Based
- Web Based
- Server
- Export CSV File Creator
- PC Anywhere Auto-dialer

1.1(b) Assumed Contracts

i. Customers / Clients

- (1) Service Agreement dated July 2, 2012 between American Specialty Laboratory and PathCentral, Inc.
- (2) Service Agreement dated November 30, 2012 between Ascend Genomics, LLC and PathCentral, Inc.
 - (a) First Amendment to Service Agreement dated April 22, 2013 between Ascend Genomics, LLC and PathCentral, Inc.
- (3) Service Agreement dated September 29, 2011 between Cross Medical Laboratories and PathCentral, Inc.
- (4) Service Agreement dated September 6, 2011 between Cutaneous Pathology, PA and PathCentral, Inc.
- (5) Service Agreement dated January 23, 2012 between Dermatopathology Partners and PathCentral, Inc.
- (6) Service Agreement dated March 6, 2012 between The Gastroenterology Group and PathCentral, Inc.
- (7) Service Agreement dated March 26, 2012 between Histopathology Services, LLC and PathCentral, Inc.
- (8) Development, License and Services Agreement dated December 1, 2011 between Kindstar Globalgene (Beijing) Limited and PathCentral, Inc.
- (9) Service Agreement dated July 14, 2011 between Medical & Pathology Laboratory and PathCentral, Inc.
- (10) Service Agreement dated September 25, 2012 between Merced Pathology Medical Group and PathCentral, Inc.
- (11) Service Agreement dated October 3, 2012 between New Dermatology Group aka Kevan G. Lewis, M.D. and PathCentral, Inc.
- (12) Service Agreement dated January 1, 2013 between Newport Coast Pathology, Inc. and PathCentral, Inc.
- (13) Service Agreement dated July 23, 2012 between OmniPathology and PathCentral, Inc.
- (14) Service Agreement dated January 24, 2012 between OncoPath Laboratory and PathCentral, Inc.
- (15) Service Agreement dated December 7, 2009 between Pathology Associates of Kitsap County and PathCentral, Inc.
- (16) Software License Contract dated September 15, 2010 between Precise Pathology and PathCentral, Inc.
- (17) Service Agreement dated January 31, 2013 between Precision Pathology Medical Group and PathCentral, Inc.

- (18) Service Agreement dated November 8, 2011 between Sagis, PLLC and PathCentral, Inc.
- (19) Service Agreement dated January 31, 2012 between SC Pathology and PathCentral, Inc.
- (20) Software License Contract dated March 15, 2010 between Redding Pathologists and PathCentral, Inc.
- (21) Service Agreement dated May 18, 2012 between Southern Illinois Histology LLC and PathCentral, Inc.
- (22) Source Code License Agreement dated May 19, 2011 between NeoGenomics and PathCentral, Inc.
- (23) Service Agreement dated July 20, 2011 between Tri-Lakes Pathology Service, LLC and PathCentral, Inc.
- (24) Service Agreement dated September 7, 2011 between University Pathologists, LLC and PathCentral, Inc.
- (25) Laboratory Information System Service Agreement dated October 25, 2011 between University of Southern California and PathCentral, Inc.
- (26) Software Development, License and Support Agreement dated November 22, 2011 between Vantage Point Laboratories and PathCentral, Inc.
- (27) Service Agreement dated August 18, 2011 between Vista Pathology, P.C. and PathCentral, Inc.
- (28) Software License Contract dated July 27, 2010 between Agendia, Inc. and eTeleNext (acquired by PathCentral, Inc.)
 - a. Three-Party Escrow Service Agreement dated December 17, 2010 between Agendia, Inc. and eTeleNext (acquired by PathCentral, Inc.)
- (29) Software License Contract dated March 1, 2011 between Applied Diagnostics and PathCentral, Inc.
- (30) Software Development, License and Support Agreement dated April 18, 2011 between Arista Molecular Inc. and PathCentral, Inc.
- (31) Technology License Agreement dated February 4, 2009 between Genoptix, Inc and eTeleNext (acquired by PathCentral, Inc.)
- (32) Software License Contract dated September 21, 2010 between Myeloma Health and eTeleNext (acquired by PathCentral, Inc.)
- (33) Software License Contract dated October 1, 2010 between NewPath Labs and PathCenter, LLC (renamed PathCentral, Inc.)
- (34) Software License Contract dated August 3, 2009 between Nodality, Inc. and eTeleNext (acquired by PathCentral, Inc.)
- (35) Software Development, License and Support Agreement dated January 27, 2011 between Lakewood Pathology Associates, Inc. dba Plus Diagnostics and PathCentral, Inc.

- (36) Proposal(Contract never initiated) dated February 19, 2009 between Avero Diagnostics and eTeleNext Inc. (acquired by PathCentral, Inc.)
- (37) Software License Contract dated March 9, 2009 between BioTheranostics and eTeleNext (acquired by PathCentral, Inc.)
- (38) Software License Contract dated SApril 6, 2010 between Cytometry Specialists, Inc. and eTeleNext (acquired by PathCentral, Inc.)
- (39) Master Software and Services Purchase Agreement dated November 27, 2006 between Genzyme Corporation and eTeleNext (acquired by PathCentral, Inc.)
- (40) Participation Agreement dated April 15, 2013 between Affiliated Pathologists, PA and PathCentral.
- (41) Participation Agreement dated March 19, 2013 between Paul Belding and PathCentral.
- (42) Participation Agreement dated March 29, 2013between Dahl-Chase Pathology Associates and PathCentral.
- (43) Participation Agreement dated April 11, 2013 between H. Lee Moffitt Cancer Center and Research Institute Lifetime Cancer Screening Center, Inc. d/b/a Moffitt Medical Group and PathCentral.
- (44) Participation Agreement dated April 23, 2013 between The Johns Hopkins University and PathCentral.
- (45) Participation Agreement dated March 13, 2013between Mass General Pathology Associates and PathCentral.
- (46) Participation Agreement dated February 20, 2013 between University of Michigan on behalf of its MLabs and PathCentral.
- (47) Participation Agreement dated June 21, 2013 between The Trustees of the University of Pennsylvania and PathCentral.
- (48) Participation Agreement dated February 26, 2013 between UNMC Physicians and PathCentral.
- (49) Participation Agreement dated March 25, 2013 between USC Care Medical Group and PathCentral.
- (50) Software License Contract not dated between Clariant, Inc. and eTeleNext (acquired by PathCentral, Inc.)
- (51) Three-Party Escrow Service Agreement dated May 2, 2006 between Clariant, Inc and eTeleNext (acquired by PathCentral, Inc.)

(ii) Vendors

- (52) Services Agreement dated February 6, 2013 between Bay Alarm System and PathCentral, Inc. for corporate office building security system and services.

- (53) Equipment Service Agreement dated January 30, 2013 between ECC Imaging, LLC and PathCentral, Inc. for Kyocera ECOSys FS-C8525 and Kyocera FX-1135MFP copier services including toner, drums, preventive maintenance kits, parts labor, travel and excluding paper, staples and supply shipping charges.
- (54) Lease Agreement dated January 30, 2013 between LEAF funding, Inc. and PathCentral, Inc. for a Kyocera ECOSys FS-C8525 and Kyocera FX-1135mfp copiers located at 8949 Irvine Center Drive, Irvine, CA 92618.
- (55) Renewal Order dated April 1, 2013 between Intacct and PathCentral, Inc. for financial management software subscription including support.
- (56) Managed Hosting Services Agreement dated July 18, 2012 between Rackspace US, Inc. and PathCentral, Inc. for information systems hosting services and support.
- (57) Service Agreement dated January 29, 2013 between Cox Business and PathCentral, Inc. for 20M fiber optic internet with 16 static IP and PRI with unlimited local calling and 20 new DIDs.
- (58) Order Form dated December 22, 2012 between salesforce.com and PathCentral, Inc. for sales tracking software.

(iii) Facilities

- (59) Commercial Lease Agreement dated January 28, 2013 between Mamo Properties, Inc and PathCentral, Inc. for 7,000 rentable square feet located at 8949 Irvine Center Drive, Irvine, CA 92618.
- (60) Lease Agreement dated May 10, 2011 between Self-Help Ventures Fund and PathCentral, Inc. for 2,990 rentable square feet located at 201 W. Main Street, Durham, North Carolina 27701.

(iv) Consultants

- (61) Consulting Agreement dated July 2, 2013 between David P. Frishberg, M.D. and PathCentral, Inc. for **Chief Medical Advisor of PathCentral's Professional Network.**
- (66) Contractor Services Agreement dated July 2, 2013 between Nancy Morris and PathCentral, Inc. for accounting services.

1.1(c) Equipment

- i. Equipment includes all equipment scheduled below and includes all non scheduled equipment used in the business.
- ii. Computer Equipment

Asset #	Description	Asset #	Description	Asset #	Description	Acq. Date
		116	Dell P2311h			11/30/2010
214						4/5/2007
217						8/28/2008
164	Custom	165	Acer X233H	166	Acer X233H	2/1/2010
182	Custom	183	Acer G235H	184	Acer G235H	2/1/2010
141	Custom (Jose's old)	177	Asus VW193(Michaelsons)			5/6/2007
161	Custom (Was Jose's then Joseys)					5/6/2007
233	Custom (was Nikki's new)	180	Dell P2311H	181	Dell P2311H	2/1/2010
155	Dell Latitude E5410	156	Dell P2311H	157	Dell P2311H	2/1/2010
207	Dell Latitude E5410	208	Dell 1909W			2/1/2010
	Dell Latitude E5410					11/5/2010
	Dell Latitude E5410					12/1/2010
216						11/17/2009
203						6/15/2006
76						4/5/2007
216						4/5/2007
79						8/28/2008
236	Dell PowerEdge 2950					5/25/2009
232	Dell Precision T3500	162	Acer G235H	163	Acer G235H	2/1/2010
228	Dell Precision T3500	229	Viewsonic VX 2235	230	Acer AL2216W	11/1/2010
167	Dell T3500	168	Viewsonic vx2026W	169	Viewsonic vx2026W	2/1/2010
173	Dell T3500	174	Dell P2311H	175	Dell P2311H	2/1/2010
176	Dell T3500	171	Dell P2311H	172	Dell P2311H(was Asus VW193)	2/1/2010
179	Dell T3500	178	Acer X233h			2/1/2010
204	Dell T3500					2/1/2010
115	Dell XPS PP17S			210	Epson EX5210	12/20/2010
226						3/22/2007
227						3/22/2007
218						11/17/2009
220						4/12/2004
219						8/14/2009
	These are the dells in matt's office. I don't know where this					
71						12/6/2010
72						6/15/2006
75						8/14/2009
						8/14/2009
No room for label						
80	Custom	81	Dell P2211H	82	Dell P2211H	6/15/2006
170	Custom (Nikki's old)	142	Dell P2211H	143	Dell P2211H	10/10/2011
117	Dell Latitude E5410	118	Dell P2311H			9/26/2011
209	Dell Latitude E5410	160	Dell P2311H			2/5/2011
158	Dell Latitude E5410	159	Dell P2311H	196	Dell P2311H	2/8/2011
121	Dell Latitude E5420	122	Dell P2311H	128	Dell P2311H (added)	6/20/2011
235	Dell Latitude E5420					7/12/2011
138	Dell Latitude E5420	139	HP Compaq c2105JM	140	Dell P2311H	9/1/2011
144	Dell Latitude E5420	145	Dell P2311H	146	Dell P2311H	10/11/2011
234	Dell Latitude E5420	133	Dell P2311H			10/17/2011
213						10/3/2012
77						8/20/2011
212						1/12/2011
83	Dell T3500	138	Dell P2311H	134	Dell P2311H	2/23/2011
237						
	Dell XPS M1330					10/18/2011
222						12/1/2012
223						12/1/2012
224						12/1/2012
225						12/1/2012
221						12/1/2012
211						12/1/2012
119	Optiplex 780	120	Dell P2311H			2/1/2011
206	Optiplex 780	205	Sharp XRHX			6/30/2011
231	Optiplex 780					6/30/2011
TOTAL		61		29		20

(ii) Software and related items

All source code, software, software licenses, computer racks, routers, projectors and printers located at 8949 Irvine Center Drive.

(iii) Telephone related items

All telephone equipment including ShoreTel handsets, VoIP system including POE switches and servers contained at 8949 Irvine Center Drive.

(iv) Storage related items

Iron Mountain Live Vault Agreement and related back up data

(v) Furniture & Leasehold Improvements

Item Description
48" round tables downstairs IT Area
48" round tables upstairs Implementation
48" round tables upstairs Project Managers
Conference Table CEO Office
(10) 6x6 cubicles for Downstairs IT area
(6) 6x6 cubicles for Upstairs Implementation area
(4) stackable burgundy chairs for IT meeting area
(8) mesh black chairs-CEO Conference Table Chairs
(4) stackable burgundy chairs for IT meeting area
(7) office chairs, (8) stackable chairs, (2) sitting chairs
(27) Key entry FOB
Prewire & Add Circuit for Server Room, Supply & Install (5) new electrical circuit to server room, remove old wiring from conduit in server room, supply & install 2000ft new #10 copper wire from panel B to server room, supply & install (5) new twist lock receptacle boxes, test and label plugs and panel, supply & install new wiring for UPS, rack in server room, remove old wires in server room, supply (5) new twist lock receptacles, test & complete
Supply & Install (3) CIT 5E Cables, (3) Single Black Cover, (2) Quad outlets, Connect (2) sets of First Floor Cubicles, Supply and Install New Duplex Outlet in Hallway, Circuit Extension
Letters & Logos Sign Company Inc.: City Permit, 3 Dimensional Outside Wall Sign
Letters & Logos Sign Company Inc.: 3D Lobby Wall Sign

1.1(d) Trademarks

- (i) AP Anywhere[®] Service Mark Reg. No 4,289,902; Registered February 12, 2013; International Class: 42
- (ii) AP Anywhere[™] Service Mark Serial No 85-456-029' Publication Date, April 10, 2012; International Class 42
- (iii) All un-listed items used in business.

1.1(g) Governmental Authorizations
None

1.1(h)

Prepays; Credits as of August 9, 2013

Vendor	Description	9-Aug
Salesforce.com	Sales CRM	\$ 1,813.29
Leadlander	Website Tracking	\$ 1,565.61
Spellex Server	Spell Check	\$ 265.83
Trade Show	Digital Path Association	\$ 6,800.00
Trade Show	CAP	\$ 3,800.00
Intacct	Accounting Software	\$ 6,476.13
Survey Monkey	Survey Software	\$ 631.13
		\$21,351.99

1.1(i)

Leases

a. Facilities

- i. Commercial Lease Agreement dated January 29, 2013 between Mamo Properties, Inc and PathCentral, Inc. for 7,000 rentable square feet located at 8949 Irvine Center Drive, Irvine, CA 92618.
- ii. Lease Agreement dated May 10, 2011 between Self-Help Ventures Fund and PathCentral, Inc. for 2,990 rentable square feet located at 201 W. Main Street, Durham, North Carolina 27701.

b. Equipment

- i. Lease Agreement dated January 30, 2013 between LEAF funding, Inc. and PathCentral, Inc. for a Kyocera ECOsys FS-C8525 and Kyocera FX-1135mfp copiers located at 8949 Irvine Center Drive, Irvine, CA 92618.

1.1(j) Accounts Receivable; Cash¹

i. LIS Accounts Receivable as of August 7, 2013 < 60 days aged.

Customer Name	0-30	31-60	Total
Agendia, Inc.	4,500.00	0	4,500.00
Ascend Genomics, LLC	12,312.50	10,500.00	22,812.50
American Specialty Laboratory	500	0	500
Cutaneous Pathology, P.A.	312.5	0	312.5
Dermatopathology Partners	2,700.00	0	2,700.00
The Gastroenterology Group	800	0	800
Histopathology Services	17,875.00	0	17,875.00
Medical & Pathology Laboratory	600	0	600
Merced Pathology Medical Group	3,525.00	0	3,525.00
Newport Coast Path	1,200.00	0	1,200.00
NewPath, Labs, DBA for Newport Harbor Pe	1,200.00	0	1,200.00
OncoPathology Laboratory	750	0	750
PAK-C	4,600.00	0	4,600.00
Yosemite Pathology Medical Group (former	1,200.00	0	1,200.00
Precipio Diagnostics	2,200.00	0	2,200.00
Shasta Pathology Associates	6,312.50	0	6,312.50
Sagis, PLLC	600	600	1,200.00
SC Pathology	800	0	800
Southern Illinois Histology LLC	2,400.00	0	2,400.00
Tri-Lakes Pathology	2,400.00	0	2,400.00
University Pathologists	4,800.00	0	4,800.00
USC Keck School of Medicine, Dept of Path	750	0	750
Vista Pathology	1,950.00	0	1,950.00
Applied Diagnostics	8,562.50	10,062.50	18,625.00
Bio Theranostics, Inc.	1,500.00	0	1,500.00
CSI Labs	1,250.00	0	1,250.00
Genzyme Corporation (LabCorp)	3,000.00	0	3,000.00
Myeloma Health	4,500.00	0	4,500.00
Nodality, Inc.	1,000.00	0	1,000.00
Grand Totals	94,100.00	21,162.50	115,262.50

ii. Cash Balance as of August 7, 2013 totals \$0.

¹ Note: This schedule has been updated as of August 7, 2013, accrued in the ordinary course of business.

1.2(g) **Seller's Additional Excluded Properties**

- i. All Laboratory related Net Accounts Receivable totaling \$288,096 as of June 30, 2013
- ii. Prepaid insurance related costs for Directors and Officer, Professional Liability and Errors and Omissions policies totaling \$21,373, \$13,660 and \$749, respectively.
- iii. UCC filing number 2012 0294068 dated January 13, 2012 by Creekridge Capital, LLC regarding Healthcare Solutions Agreement dated March 14, 2011 between Aperio Technologies, Inc. (financed by Creekridge Capital, LLC) and PathCentral, Inc. for Licenses and Maintenance Services for the Spectrum Plus scanner.
- iv. UCC filing number 2011 1974388 dated May 24, 2011 by PNC Equipment Finance, LLC regarding Master Equipment Lease Agreement dated December 30, 2010 between Technology Investment Partners, L.L.C (assigned to PNC Equipment Finance, LLC) and PathCentral, Inc. for Applied Biosystems ViiA 7 Real Time PCR Instrument.
- v. UCC filing number 2011 0993314 dated March 17, 2011 by Boston Financial & Equity Corporation regarding Master Equipment Lease Agreement dated February 7, 2011 between Boston Financial Equity Corporation and PathCentral, Inc. for Agilent Technologies High-Res Microarray Scanner Bundle.
- vi. UCC filing number 2011 0015571 dated January 1, 2011 by PNC Equipment Finance, LLC and Technology Investment Partners, LLC., regarding Master Equipment Lease Agreement dated December 30, 2010 between Technology Investment Partners, L.L.C (assigned to PNC Equipment Finance, LLC) and PathCentral, Inc. for Applied Biosystems ViiA 7 Real Time PCR Instrument.

1.4(a) Assumed Liabilities

(i) Accounts payable as of August 7, 2013 totaling \$202,000 as detailed below by vendor /invoice.

Vendor Name	Invoice #	0-30	31-60	61-90	91-120	121-	Total	XIFIN Prorate Share of August Invoices After 8.9.13
Trade Show September Ad	1330B209	2,737.85	0	0	0	0	2,737.85	2,737.85
Capario Inc.	INV0403132	0	0	24.32	0	0	24.32	
CBIZ MHM, LLC	85515	0	2,500.00	0	0	0	2,500.00	
CBIZ MHM, LLC	85514	0	300	0	0	0	300	
Citrix Online	1200950252	0	883	0	0	0	883	
Citrix Online	1200990656	491	0	0	0	0	491	306.88
Coastal Secure Shredding, Inc.	2194	0	0	80	0	0	80	
Coastal Secure Shredding, Inc.	August	80	0	0	0	0	80	
County Of Orange	TC REF 0521216	198.01	0	0	0	0	198.01	140.52
COX Communications_2	78.13 to 87.13	1,698.31	0	0	0	0	1,698.31	
Displayworks - Trade Show	315137	676.5	0	0	0	0	676.5	676.50
ECC Imaging, LLC	18288	0	0	14.03	0	0	14.03	
ECC Imaging, LLC	18452	0	12.33	0	0	0	12.33	
ECC Imaging, LLC	18546	11.35	0	0	0	0	11.35	
ECC Imaging, LLC	18628	24.38	0	0	0	0	24.38	
Edge Communications, Inc.	PTH0513	0	0	6,000.00	0	0	6,000.00	
Edge Communications, Inc.	PTH0513x	0	0	2,530.00	0	0	2,530.00	
Edge Communications, Inc.	PTH0513_Credit	0	0	-2,000.00	0	0	-2,000.00	
Edge Communications, Inc.	PTH0613x	0	445	0	0	0	445	
Edge Communications, Inc.	PTH0613	0	5,500.00	0	0	0	5,500.00	
Edge Communications, Inc.	PTH0613_Credit	0	-1,500.00	0	0	0	-1,500.00	
Edge Communications, Inc.	PTH0713	4,000.00	0	0	0	0	4,000.00	
Edge Communications, Inc.	PTH0713x	525	0	0	0	0	525	
Edge Communications, Inc.	PTH0713x.1	565	0	0	0	0	565	
Edge Communications, Inc.	PTHfinal	2,000.00	0	0	0	0	2,000.00	
Federal Express	2-290-31206	0	0	9.65	0	0	9.65	
Federal Express	2-305-03863	0	8.83	0	0	0	8.83	
Federal Express	2-327-68910	0	7.25	0	0	0	7.25	
Federal Express	2-349-45939	8.52	0	0	0	0	8.52	
Federal Express	2-356-32601	21.58	0	0	0	0	21.58	
ISC International Limited	20130504746	0	0	827.17	0	0	827.17	
Leaf	4514778	236.52	0	0	0	0	236.52	
Mamo Properties (new tax ID)	Aug-13	11,900.00	0	0	0	0	11,900.00	8,445.16
Martin's Janitorial	133006	0	200	0	0	0	200	
Martin's Janitorial	133007	200	0	0	0	0	200	
Matrix Imaging /Printing Solutions	20273	0	0	16.58	0	0	16.58	
Matrix Imaging /Printing Solutions	20406	0	17.72	0	0	0	17.72	
Matrix Imaging /Printing Solutions	20492	0	12	0	0	0	12	
Matrix Imaging /Printing Solutions	20636	7.61	0	0	0	0	7.61	
Matrix Imaging /Printing Solutions	20653	5.48	0	0	0	0	5.48	

Vendor Name	Invoice #	0-30	31-60	61-90	91-120	121-	Total	XIFIN Prorate Share of August Invoices After 8.9.13
Merlin Productions	Merlin Production	0	0	625	0	0	625	
Merrill Communications LLC	1497463	0	0	111.6	0	0	111.6	
Merrill Communications LLC	1510702	0	3,332.40	0	0	0	3,332.40	
Nancy Morris (Consultant)	1	364.5	0	0	0	0	364.5	
Nancy Morris (Consultant)	2	546.25	0	0	0	0	546.25	
Newport Stationers	01LY8886	78.84	0	0	0	0	78.84	55.95
Packetfusion	SVC17863	0	0	125	0	0	125	
Patricia L Cordill	PC2012-06	0	6	0	0	0	6	
Robert W. Baird Co.	13-10057	0	175.9	0	0	0	175.9	
Self Help Ventures Fund (North Carolina Lease)	INV1619	4,240.00	0	0	0	0	4,240.00	3,009.03
Sheppard Mullin Richter & Hampton LLP	223075990	448	0	0	0	0	448	
Smart Imaging Technologies	201203075	0	120	0	0	0	120	
Smart Imaging Technologies	201203081	120	0	0	0	0	120	
Smart Imaging Technologies	201203086	120	0	0	0	0	120	85.16
Sparkletts Water	10435616 062613	0	256.88	0	0	0	256.88	
Sparkletts Water	10435616 072413	217.9	0	0	0	0	217.9	
StaplesLink	7101283390	0	0	113.16	0	0	113.16	
StaplesLink	7101818156	0	22.43	0	0	0	22.43	
StaplesLink	7102059263	0	85.77	0	0	0	85.77	
Techie Networks Inc.	36507	0	0	1,000.00	0	0	1,000.00	
Techie Networks Inc.	36599	125	0	0	0	0	125	
Technossus LLC	2627	0	0	800	0	0	800	
Technossus LLC	2636	0	0	450	0	0	450	
Technossus LLC	2644	0	0	650	0	0	650	
Time Warner Cable	6.27.13 to 7.26.13 NC	0	771.28	0	0	0	771.28	
Time Warner Cable	7.27.13 to 8.26.13 NC	771.28	0	0	0	0	771.28	504.30
Wilson Sonsini Goodrich & Rosati	1443265	0	0	0	0	60,618.58	60,618.58	
Wilson Sonsini Goodrich & Rosati	1460957	0	0	0	0	4,706.40	4,706.40	
Wilson Sonsini Goodrich & Rosati	1460943	0	0	0	0	8,171.00	8,171.00	
Wilson Sonsini Goodrich & Rosati	1470054	0	0	0	8,687.04	0	8,687.04	
Wilson Sonsini Goodrich & Rosati	1470057	0	0	0	19,814.18	0	19,814.18	
Wilson Sonsini Goodrich & Rosati	1475580	0	0	12,594.26	0	0	12,594.26	
Wilson Sonsini Goodrich & Rosati	1475581	0	0	15,078.58	0	0	15,078.58	
Wilson Sonsini Goodrich & Rosati	1477953	0	0	325	0	0	325	
Wilson Sonsini Goodrich & Rosati	1479242	0	1,632.00	0	0	0	1,632.00	
Wilson Sonsini Goodrich & Rosati	1479991	0	5,791.57	0	0	0	5,791.57	
Wilson Sonsini Goodrich & Rosati	1479996	0	663	0	0	0	663	
Wilson Sonsini Goodrich & Rosati	1488059	663	0	0	0	0	663	
Wilson Sonsini Goodrich & Rosati	1488858	3,149.52	0	0	0	0	3,149.52	
XIFIN, Inc	14448	0	0	9,418.94	0	0	9,418.94	
XIFIN, Inc	14566	0	4,524.79	0	0	0	4,524.79	
XIFIN, Inc	14715	5,171.11	0	0	0	0	5,171.11	
Subtotal Accounts Payable as of August 7, 2013		41,402.51	25,768.15	48,793.29	28,501.22	73,495.98	217,961.15	
XIFIN prorata share of August related invoices		-15,961.35					-15,961.35	15,961.35
Accounts Payable as of August 7, 2013		25,441.16	51,536.30	97,586.58	57,002.44	146,991.96	201,999.80	

(ii) Facility Lease (Future Accruing Obligations)

- a. Commercial Lease Agreement dated January 29, 2013 between Mamo Properties, Inc and PathCentral, Inc. for 7,000 rentable square feet located at 8949 Irvine Center Drive, Irvine, CA 92618.
- b. Lease Agreement dated May 10, 2011 between Self-Help Ventures Fund and PathCentral, Inc. for 2,990 rentable square feet located at 201 W. Main Street, Durham, North Carolina 27701.

1.6 Allocation of Purchase Price

PathCentral Assets and Liabilities (excluding intangible assets): Book value at closing

Software: \$1,000,000

Customer list: \$300,000

Goodwill: remainder

1.7 Use of Proceeds

The payments received upon closing shall be allocated as follows:

Allocation of Purchase Price	
(Expressed in \$000s)	
Purchase Price	\$1,450.0
Less: Net working capital holdback	\$150.0
Less: Indemnity Escrow Deposit	\$250.0
Cash at close	\$1,050.0
Less: Repayment of debt	\$968.0
Less: Transaction Fee Bankers	\$29.0
Less: Transaction Fee Connolly	\$50.0
Ending Cash Balance	\$3.0

In addition to the Required Payments set forth in Section 5, any additional payments received shall be used to pay all fees and expenses, including legal fees, incurred by the Seller in connection with the Asset Purchase Agreement and the Transactions.

2.1 States Where Seller Qualified

Entity	Domestic Jurisdiction	Jurisdiction Audited	State ID#	Filing Date	Agent Name	Agent Address	Status
PathCentral, Inc.	DE	CA	C3215480	6/26/2009	JAYE CONNOLLY	8949 IRVINE CENTER DRIVE IRVINE CA 92618	ACTIVE
PathCentral, Inc.	DE	DE	4700390	6/18/2009	CT	N/A	GOOD STANDING
PathCentral, Inc.	DE	FL	F11000031 32	8/2/2011	NRAI SERVICES, INC.	1200 SOUTH PINE ISLAND ROAD PLANTATION, FL 33324	ACTIVE
PathCentral, Inc.	DE	IN	2011011900 429	1/18/2011	SMALLBIZ AGENTS INC	1427 W 86TH ST #421 INDIANAPOLIS , IN 46260	ACTIVE
PathCentral, Inc.	DE	MO	F01112040	1/14/2011	BANNER, MICHAEL	4741 CENTRAL # 334 KANSAS CITY MO 64112	GOOD STANDING
PathCentral, Inc.	DE	NC	1175277	11/10/2010	CT	N/A	CURRENT-ACTIVE
PathCentral, Inc.	DE	PA	4005391	1/24/2011	SMALLBIZ AGENTS, LLC	N/A	ACTIVE
					NATIONAL REGISTERED	350 N. ST. PAUL STREET, SUITE 2900	FRANCHISE
PathCentral, Inc.	DE	TX	801653634	9/10/2012	AGENTS, INC.	DALLAS, TX 75201	TAX ENDED

2.4

Third Party Consents Needed

- a. Commercial Lease Agreement dated January 29, 2013 between Mamo Properties, Inc and PathCentral, Inc. for 7,000 rentable square feet located at 8949 Irvine Center Drive, Irvine, CA 92618.
- b. Lease Agreement dated May 10, 2011 between Self-Help Ventures Fund and PathCentral, Inc. for 2,990 rentable square feet located at 201 W. Main Street, Durham, North Carolina 27701.
- c. Loan and Security Agreement, dated August 12, 2011, by and between Seller and Silicon Valley Bank.
- d. Master Software and Services Purchase Agreement dated November 27, 2006 between Genzyme Corporation and eTeleNext (acquired by PathCentral, Inc.)
- e. Services Agreement dated March 1, 2013 between Bay Alarm System and PathCentral, Inc. for corporate office building security system and services.
- f. Equipment Service Agreement dated January 30, 2013 between ECC Imaging, LLC and PathCentral, Inc. for Kyocera ECOSys FS-C8525 and Kyocera FX-1135MFP copier services including toner, drums, preventive maintenance kits, parts labor, travel and excluding paper, staples and supply shipping charges.
- g. Lease Agreement dated January 30, 2013 between LEAF funding, Inc. and PathCentral, Inc. for a Kyocera ECOSys FS-C8525 and Kyocera FX-1135mfp copiers located at 8949 Irvine Center Drive, Irvine, CA 92618.
- h. Managed Hosting Services Agreement dated July 18, 2012 between Rackspace US, Inc. and PathCentral, Inc. for information systems hosting services and support.
- i. Service Agreement dated February 1, 2013 between Cox Business and PathCentral, Inc. for 20M fiber optic internet with 16 static IP and PRI with unlimited local calling and 20 new DIDs.
- j. Technology License Agreement dated February 4, 2009 between Genoptix, Inc and eTeleNext (acquired by PathCentral, Inc.)
- k. Participation Agreement dated February 20, 2013 between University of Michigan on behalf of its MLabs and PathCentral.

2.5(a) Seller's Capitalization

	Shares Outstanding Fully Diluted	Fully Diluted Ownership % as Converted to Common
Common Stock	1,522,722	10.45%
Preferred Stock		
Series A	1,765,205	12.11%
Series B	9,877,669	67.77%
Subtotal Preferred	11,642,874	79.88%
 Total Common Stock w/Preferred	 13,165,596	 90.33%
 Warrants - number of shares	 440,702	 3.02%
 Stock Options - number of shares authorized	 968,278	 6.64%
 Total shares authorized	 14,574,576	 100.00%

2.7(a) Seller's Additional Liabilities
None

2.7(b) Seller's Accounts Payable and Accounts Receivable

(i) Accounts Payable Aging as of August 7, 2013

Vendor Name	Invoice #	0-30	31-60	61-90	91-120	121-	Total	XIFIN Prorate Share of August Invoices After 8.9.13
Trade Show September Ad	1330B209	2,737.85	0	0	0	0	2,737.85	2,737.85
Caprio Inc.	INV0403132	0	0	24.32	0	0	24.32	
CBIZ MHM, LLC	85515	0	2,500.00	0	0	0	2,500.00	
CBIZ MHM, LLC	85514	0	300	0	0	0	300	
Citrix Online	1200950252	0	883	0	0	0	883	
Citrix Online	1200990656	491	0	0	0	0	491	306.88
Coastal Secure Shredding, Inc.	2194	0	0	80	0	0	80	
Coastal Secure Shredding, Inc.	August	80	0	0	0	0	80	
County Of Orange	TC REF 0521216	198.01	0	0	0	0	198.01	140.52
COX Communications _2	78.13 to 87.13	1,698.31	0	0	0	0	1,698.31	
Displayworks - Trade Show	315137	676.5	0	0	0	0	676.5	676.50
ECC Imaging, LLC	18288	0	0	14.03	0	0	14.03	
ECC Imaging, LLC	18452	0	12.33	0	0	0	12.33	
ECC Imaging, LLC	18546	11.35	0	0	0	0	11.35	
ECC Imaging, LLC	18628	24.38	0	0	0	0	24.38	
Edge Communications, Inc.	PTH0513	0	0	6,000.00	0	0	6,000.00	
Edge Communications, Inc.	PTH0513x	0	0	2,530.00	0	0	2,530.00	
Edge Communications, Inc.	PTH0513_Credit	0	0	-2,000.00	0	0	-2,000.00	
Edge Communications, Inc.	PTH0613x	0	445	0	0	0	445	
Edge Communications, Inc.	PTH0613	0	5,500.00	0	0	0	5,500.00	
Edge Communications, Inc.	PTH0613_Credit	0	-1,500.00	0	0	0	-1,500.00	
Edge Communications, Inc.	PTH0713	4,000.00	0	0	0	0	4,000.00	
Edge Communications, Inc.	PTH0713x	525	0	0	0	0	525	
Edge Communications, Inc.	PTH0713x.1	565	0	0	0	0	565	
Edge Communications, Inc.	PTHfinal	2,000.00	0	0	0	0	2,000.00	
Federal Express	2-290-31206	0	0	9.65	0	0	9.65	
Federal Express	2-305-03863	0	8.83	0	0	0	8.83	
Federal Express	2-327-68910	0	7.25	0	0	0	7.25	
Federal Express	2-349-45939	8.52	0	0	0	0	8.52	
Federal Express	2-356-32601	21.58	0	0	0	0	21.58	
ISC International Limited	20130504746	0	0	827.17	0	0	827.17	
Leaf	4514778	236.52	0	0	0	0	236.52	
Mamo Properties (new tax ID)	Aug-13	11,900.00	0	0	0	0	11,900.00	8,445.16
Martin's Janitorial	133006	0	200	0	0	0	200	
Martin's Janitorial	133007	200	0	0	0	0	200	
Matrix Imaging /Printing Solutions	20273	0	0	16.58	0	0	16.58	
Matrix Imaging /Printing Solutions	20406	0	17.72	0	0	0	17.72	
Matrix Imaging /Printing Solutions	20492	0	12	0	0	0	12	
Matrix Imaging /Printing Solutions	20636	7.61	0	0	0	0	7.61	
Matrix Imaging /Printing Solutions	20653	5.48	0	0	0	0	5.48	

								XIFIN Prorate Share of August Invoices
Vendor Name	Invoice #	0-30	31-60	61-90	91-120	121-	Total	After 8.9.13
Merlin Productions	Merlin Production	0	0	625	0	0	625	
Merrill Communications LLC	1497463	0	0	111.6	0	0	111.6	
Merrill Communications LLC	1510702	0	3,332.40	0	0	0	3,332.40	
Nancy Morris (Consultant)	1	364.5	0	0	0	0	364.5	
Nancy Morris (Consultant)	2	546.25	0	0	0	0	546.25	
Newport Stationers	01LY8886	78.84	0	0	0	0	78.84	55.95
Packetfusion	SVC17863	0	0	125	0	0	125	
Patricia L Cordill	PC2012-06	0	6	0	0	0	6	
Robert W. Baird Co.	13-10057	0	175.9	0	0	0	175.9	
Self Help Ventures Fund (North Carolina Lease)	INV1619	4,240.00	0	0	0	0	4,240.00	3,009.03
Sheppard Mullin Richter & Hampton LLP	223075990	448	0	0	0	0	448	
Smart Imaging Technologies	201203075	0	120	0	0	0	120	
Smart Imaging Technologies	201203081	120	0	0	0	0	120	
Smart Imaging Technologies	201203086	120	0	0	0	0	120	85.16
Sparkletts Water	10435616 062613	0	256.88	0	0	0	256.88	
Sparkletts Water	10435616 072413	217.9	0	0	0	0	217.9	
StaplesLink	7101283390	0	0	113.16	0	0	113.16	
StaplesLink	7101818156	0	22.43	0	0	0	22.43	
StaplesLink	7102059263	0	85.77	0	0	0	85.77	
Techie Networks Inc.	36507	0	0	1,000.00	0	0	1,000.00	
Techie Networks Inc.	36599	125	0	0	0	0	125	
Technossus LLC	2627	0	0	800	0	0	800	
Technossus LLC	2636	0	0	450	0	0	450	
Technossus LLC	2644	0	0	650	0	0	650	
Time Warner Cable	6.27.13 to 7.26.13 NC	0	771.28	0	0	0	771.28	
Time Warner Cable	7.27.13 to 8.26.13 NC	771.28	0	0	0	0	771.28	504.30
Wilson Sonsini Goodrich & Rosati	1443265	0	0	0	0	60,618.58	60,618.58	
Wilson Sonsini Goodrich & Rosati	1460957	0	0	0	0	4,706.40	4,706.40	
Wilson Sonsini Goodrich & Rosati	1460943	0	0	0	0	8,171.00	8,171.00	
Wilson Sonsini Goodrich & Rosati	1470054	0	0	0	8,687.04	0	8,687.04	
Wilson Sonsini Goodrich & Rosati	1470057	0	0	0	19,814.18	0	19,814.18	
Wilson Sonsini Goodrich & Rosati	1475580	0	0	12,594.26	0	0	12,594.26	
Wilson Sonsini Goodrich & Rosati	1475581	0	0	15,078.58	0	0	15,078.58	
Wilson Sonsini Goodrich & Rosati	1477953	0	0	325	0	0	325	
Wilson Sonsini Goodrich & Rosati	1479242	0	1,632.00	0	0	0	1,632.00	
Wilson Sonsini Goodrich & Rosati	1479991	0	5,791.57	0	0	0	5,791.57	
Wilson Sonsini Goodrich & Rosati	1479996	0	663	0	0	0	663	
Wilson Sonsini Goodrich & Rosati	1488059	663	0	0	0	0	663	
Wilson Sonsini Goodrich & Rosati	1488858	3,149.52	0	0	0	0	3,149.52	
XIFIN, Inc	14448	0	0	9,418.94	0	0	9,418.94	
XIFIN, Inc	14566	0	4,524.79	0	0	0	4,524.79	
XIFIN, Inc	14715	5,171.11	0	0	0	0	5,171.11	
Subtotal Accounts Payable as of August 7, 2013		41,402.51	25,768.15	48,793.29	28,501.22	73,495.98	217,961.15	
XIFIN prorata share of August related invoices		-15,961.35					-15,961.35	15,961.35
Accounts Payable as of August 7, 2013		25,441.16	51,536.30	97,586.58	57,002.44	146,991.96	201,999.80	

(ii) Accounts Receivable Aging as of August 7, 2013

Customer Name	0-30	31-60	Total
Agendia, Inc.	4,500.00	0	4,500.00
Ascend Genomics, LLC	12,312.50	10,500.00	22,812.50
American Specialty Laboratory	500	0	500
Cutaneous Pathology, P.A.	312.5	0	312.5
Dermatopathology Partners	2,700.00	0	2,700.00
The Gastroenterology Group	800	0	800
Histopathology Services	17,875.00	0	17,875.00
Medical & Pathology Laboratory	600	0	600
Merced Pathology Medical Group	3,525.00	0	3,525.00
Newport Coast Path	1,200.00	0	1,200.00
NewPath, Labs, DBA for Newport Harbor Pa	1,200.00	0	1,200.00
OncoPathology Laboratory	750	0	750
PAK-C	4,600.00	0	4,600.00
Yosemite Pathology Medical Group (former	1,200.00	0	1,200.00
Precipio Diagnostics	2,200.00	0	2,200.00
Shasta Pathology Associates	6,312.50	0	6,312.50
Sagis, PLLC	600	600	1,200.00
SC Pathology	800	0	800
Southern Illinois Histology LLC	2,400.00	0	2,400.00
Tri-Lakes Pathology	2,400.00	0	2,400.00
University Pathologists	4,800.00	0	4,800.00
USC Keck School of Medicine, Dept of Path	750	0	750
Vista Pathology	1,950.00	0	1,950.00
Applied Diagnostics	8,562.50	10,062.50	18,625.00
Bio Theranostics, Inc.	1,500.00	0	1,500.00
CSI Labs	1,250.00	0	1,250.00
Genzyme Corporation (LabCorp)	3,000.00	0	3,000.00
Myeloma Health	4,500.00	0	4,500.00
Nodality, Inc.	1,000.00	0	1,000.00
Grand Totals	94,100.00	21,162.50	115,262.50

(iii) Deposits as of August 7, 2013

- a. Mamo Properties Inc. security deposit for facility located on 8949 Irvine Center Drive, Irvine, CA 92618 totaling \$11,900.
- b. Self Help Ventures Fund security deposit for facility located on 201 W. Main Street, Suite 201, Durham, NC 27701 totaling \$2,100.
- c. Southern California Edison security deposit for facility located on 8949 Irvine Center Drive, Irvine, CA 92618 totaling \$2,700.

(iv) Notes Payable as of August 7, 2013

- a. Subordinated Convertible Promissory Note dated September 27, 2012 with A. Scott Logan

Revocable Living Trust totaling \$50,619.23.

- b. Subordinated Convertible Promissory Note dated September 27, 2012 with Arboretum Ventures II LP totaling \$327,187.46.
 - c. Subordinated Convertible Promissory Note dated September 27, 2012 with Arboretum Ventures IIa LP totaling \$76,658.73.
 - d. Subordinated Convertible Promissory Note dated September 27, 2012 with Baird Venture Partners III Limited Partners totaling \$246,721.99.
 - e. Subordinated Convertible Promissory Note dated September 27, 2012 with BVP III Affiliates Fund Limited Partnership totaling \$68,342.11.
 - f. Subordinated Convertible Promissory Note dated September 27, 2012 with BVP III Special Affiliates Limited Partnership totaling \$88,782.09.
 - g. Subordinated Convertible Promissory Note dated September 27, 2012 with Kent Logan 2008 Irrevocable Trust totaling \$50,619.23.
 - h. Subordinated Convertible Promissory Note dated September 27, 2012 with Lance Logan 2008 Irrevocable Trust totaling \$50,619.23.
 - i. Subordinated Convertible Promissory Note dated September 27, 2012 with Okapi Ventures II, LP totaling \$192,307.62.
- (v) Other Indebtedness as of August 7, 2013
- a. Loan and Security Agreement, dated August 12, 2011, by and between Seller and Silicon Valley Bank outstanding balance as of August 7, 2013 totaling \$1,466,900.

2.13(j)

Seller's IP Persons

Employees

First Name	Last Name	Business Title
Matt	Folsom	Manager, Engineering
Valeria	Ronai	Sr Database Administrator
David	Hsieh	Supervisor Special Projects
Craig	Cason	Project Manager
Hoang-Anh	Lam	Project Manager
Jose	Duarte	Junior Engineer
Reema	Barkley	Senior QA Engineer
Shane	Fowler	Release Manager
Joseph	Nollar	Chief Information Officer

Consultants

Technossus, LLC, a California limited liability company with its principal offices located at 4000 MacArthur Blvd., Suite 900, Newport Beach, CA 92660

2.14 Seller Authorization
None

Seller's Proposed Contracts

- a. Medical Advisory Board Agreement between Anil Parwani, M.D. PhD, Division Director of Pathology Informatics at University of Pittsburgh Medical Center and PathCentral, Inc.
- b. Medical Advisory Board Agreement between Keith Kaplan, M.D., Chief Information Officer, Carolina Pathology Group and PathCentral, Inc.
- d. Medical Advisory Board Agreement between Michael Feldman, Associate Professor of Pathology and Laboratory Medicine at the Hospital of the Perelman School of Medicine at the University of Pennsylvania.

2.19(a)

Seller's Employees

First Name	Last Name	Business Title	As of June 30, 2013			
			YTD Earnings	Annualized Earnings	PTO Hours	PTO Dollars
Reema	Barkley	Senior QA Engineer	\$ 54,166.71	\$ 108,333.42	111.86	\$ 5,378.07
Craig	Cason	Project Manager	\$ 45,083.29	\$ 90,166.58	36.00	\$ 1,426.09
Brian	Conn	Sales Representative West	\$ 58,210.31	\$ 116,420.62	125.54	\$ 5,130.12
Jaye	Connolly	Chief Executive Officer	\$ 145,041.71	\$ 290,083.42	80.62	\$ 10,270.66
Jose	Duarte	Junior Engineer	\$ 29,941.71	\$ 59,883.42	16.15	\$ 427.12
Matt	Folsom	Manager, Engineering	\$ 51,458.29	\$ 102,916.58	96.00	\$ 4,384.54
Shane	Fowler	Release Manager	\$ 29,791.71	\$ 59,583.42	48.69	\$ 1,287.51
David	Hsieh	Supervisor Special Projects	\$ 37,916.71	\$ 75,833.42	108.00	\$ 3,634.56
Hoang-Anh	Lam	Project Manager	\$ 41,075.00	\$ 82,150.00	57.38	\$ 2,069.12
Joseph	Nollar	Chief Information Officer	\$ 99,000.00	\$ 198,000.00	202.46	\$ 17,520.70
Valeria	Ronai	Sr Database Administrator	\$ 49,096.71	\$ 98,193.42	76.00	\$ 3,311.78
Eric	Sato	Senior Engineer	\$ 42,612.05	\$ 85,224.10	96.00	\$ 3,630.78
Jack	Shouldis	Regional Sales Mgr, East	\$ 71,251.81	\$ 142,503.62	108.62	\$ 5,221.89
Jewel	Zolman	Human Resource/Office Manager	\$ 30,125.00	\$ 60,250.00	37.38	\$ 1,024.44
			\$ 784,771.01	\$ 1,569,542.02	1,200.70	\$ 64,717.38

2.19(f)

Seller's Consultants

- (1) Consulting Agreement dated July 2, 2013 between David P. Frishberg, M.D. and PathCentral, Inc. for Chief Medical Advisor of PathCentral's Professional Network.
- (2) Independent Contractor Services Agreement dated July 2, 2013 between Nancy Morris and PathCentral, Inc. for accounting services.

Seller's Benefit Plans

- a. 2009 Stock Option and Stock Issuance Plan
- b. 2013 Medical Insurance covering period from 10/1/2012 – 9/30/2013

Aetna HDHP 2000 Pacific NW

Aetna HDHP 5000 Pacific NW

Aetna HMO 20 Pacific NW

Aetna HMO 30 Pacific NW

Aetna HMO 35 Pacific NW

Aetna HRA 2500 Pacific NW

Aetna Indemnity 1000 NTL

Aetna PPO 1000 Pacific NW

Aetna PPO 1500 Pacific NW

Aetna PPO 2000 Pacific NW

Aetna PPO 300 Pacific NW

Aetna PPO 3000 Pacific NW

Aetna PPO 750 Pacific NW

BS-CA HDHP 2500 CA South

BS-CA HDHP 2500 S NTL

BS-CA HMO 20 CA South

BS-CA HMO 30 CA South

BS-CA PPO 1500 CA South

BS-CA PPO 1500 S NTL

BS-CA PPO 250 CA South

BS-CA PPO 250 S NTL

BS-CA PPO 500 CA South

BS-CA PPO 500 S NTL

BS-CA PPO 700 CA South

BS-CA PPO 700 S NTL

Kaiser HMO 20 CA South

Kaiser HMO 30 CA South

Kaiser HMO 30/co-pay CA South

- c. 2013 Dental Insurance covering period from 10/1/2012 – 9/30/2013

Aetna Dental 100 Group

Aetna Dental 50 Group

Aetna Dental DMO Group

Delta Dental 100 Group

Delta Dental 50 Group

Delta Dental DMO Group

MetLife Dental 100 Group

MetLife Dental 50 Group

d. 2013 Vision Insurance covering period from 10/1/2012 – 9/30/2013

Aetna Vision Plan Group
Aetna Vision Plus Plan Group
VSP Vision Plan Group
VSP Vision Plus Plan Group

e. 2013 Group Term Life Insurance covering period from 10/1/2012 – 9/30/2013

\$20,000 Basic Life & AD&D fully paid by company

f. 2013 Other Insurance covering period from 10/1/2012 – 9/30/2013

60% LTD Employer Paid (Can be augmented with 60% STD Employee Paid) fully paid by company

g. 2013 Optional Benefits covering period from 10/1/2012 – 9/30/2013

Aetna Dental 100 Optional
Aetna Dental 50 Optional
Aetna Dental DMO Optional
Delta Dental 100 Optional
Delta Dental 50 Optional
Delta Dental DMO Optional
MetLife Dental 100 Optional
MetLife Dental 50 Optional
Aetna Vision Plan Optional
Aetna Vision Plus Plan Options
VSP Vision Plan Optional
VSP Vision Plus Plan Optional
Voluntary AD&D (Per \$1,000)
\$300 amount paid to worksite employees who have other group coverage and choose to waive medical coverage
401k John Hancock no matching

Coverage Levels

Employee Only is the worksite employee only.

Emp + Spouse is the worksite employee and a spouse or domestic partner.

Emp + Child(ren) is the worksite employee and one or more children or domestic partner children.

Seller's Insurance

DESCRIPTION	CARRIER	POLICY PERIOD
<p><u>Professional Liability:</u> Provides coverage for claims brought against PathCentral, Inc. as a result of errors & omissions in performing professional services. Extends coverage for economic losses suffered by third parties.</p>	Homeland Insurance Company of New York (One Beacon)	11/01/2011 to 11/08/2012
<p><u>Billing Errors & Omissions:</u> Provides for coverage for regulatory fines and penalties, claims expenses, shadow audit expenses arising from a claim for billing errors and omissions.</p>	Lloyds of London	02/01/2012 to 02/01/2013
<p><u>Directors' & Officers' Liability:</u> Protects PathCentral Inc.'s Directors' & Officers' from liability claims arising out of alleged errors in judgment, breaches of duty & wrongful acts related to their organizational activities.</p>	Scottsdale Insurance Company	10/28/2012 to 10/28/2013
<p><u>Employment Practices Liability:</u> Protects PathCentral, Inc. for wrongful acts arising from the employment process. Such claims can include wrongful termination, discrimination & sexual harassment.</p>	Scottsdale Insurance Company	10/28/2012 to 10/28/2013
<p><u>Fiduciary Liability:</u> Protects PathCentral, Inc. for errors & omissions in the administration of employee benefit programs that are imposed by ERISA.</p>	Scottsdale Insurance Company	10/28/2012 to 10/28/2013
<p><u>Business Owner's Package (Property Coverage):</u> Property coverage protects PathCentral, Inc.'s business personal property (BPP) & damage to covered property as a result of a covered peril, such as fire or explosion.</p>	Valley Forge Insurance Company (C N A)	02/01/2013 to 02/01/2014
<p><u>Business Owner's Package (General Liability):</u> Protects PathCentral, Inc. for claims associated with bodily injury, advertising injury & personal injury (such as a slip & fall). Coverage extended to hired & non-owned automobile liability.</p>	Valley Forge Insurance Company (C N A)	02/01/2013 to 02/01/2014
<p><u>Technology & Information Errors & Omissions Liability:</u> Protects PathCentral, Inc. for financial loss of a third party arising from failure of PathCentral, Inc.'s product to perform as intended; in addition to financial loss of a third party arising from an act, error or omission committed in the course of PathCentral, Inc.'s performance of services.</p>	Darwin Select Insurance Company (AWAC)	01/21/2012 to 07/21/2013

10.1(a) Key Employees

Matt Folsom

Valeria Ronai

David Hsieh

Craig Cason

Hoang-Anh Lam

Jose Duarte

Reema Barkley

Shane Fowler

Joseph Nollar

Eric Sato

10.1(b) Other Employees

Jaye Connolly
Brian Conn
Jewel Zolman
Jack Shouldis

Schedules 2.1 through 2.22 are also called the Seller's "Disclosure Schedules."

IN WITNESS WHEREOF, the undersigned, in his capacity as an officer of PathCentral, Inc. and not individually, has executed this **CLOSING OFFICER'S CERTIFICATE** as of date first written above.

PATHCENTRAL, INC.

By: 
Name: Jaye Connolly
Title: Chief Executive Officer, Treasurer and Secretary

*PATHCENTRAL, INC.
(SIGNATURE PAGE TO CLOSING OFFICER'S CERTIFICATE)*

TRADEMARK
REEL: 005279 FRAME: 0283

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

Purchaser: XIFIN, Inc.

By: _____
Name:
Title:

Seller: PathCentral, Inc.

By: Jay Connolly
Name: Jay Connolly
Title: CEO

Escrow Agent:
WILMINGTON TRUST, NATIONAL
ASSOCIATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Consent to be duly executed and delivered as of the date first written above.

BANK

Silicon Valley Bank

By: _____
Name: _____
Title: _____

BORROWER

PathCentral, Inc.

By: Jay Connolly
Name: Jay Connolly
Title: CEO

IN WITNESS WHEREOF, Assignor executes this Assignment, effective as of the date first appearing above.

ASSIGNOR:

PATHCENTRAL, INC.

By: Jay Connolly
Name: Jay Connolly
Title: CEO

Pursuant to Section 7 above, consented to by:

XIFIN, INC.

By: _____
Name: _____
Title: _____

WILMINGTON TRUST NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

7. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

Seller: PathCentral, Inc.

Purchaser: XIFIN, Inc.

By: Jay Connolly

By: _____

Name: Jay Connolly

Name: _____

Title: CEO

Title: _____

Date: August ____, 2013

Date: August ____, 2013

BILL OF SALE

This Bill of Sale ("Bill of Sale") is executed and delivered by PathCentral, Inc., a Delaware corporation ("Seller") for the benefit of XIFIN, Inc., a California corporation ("Purchaser"), pursuant to the terms of that certain Asset Purchase Agreement, dated as of July 31, 2013, between Purchaser and Seller (the "APA"). Capitalized terms used herein without definition shall have the meaning given to such terms in the APA.

1. Property. Subject to and in accordance with the terms of the APA, effective as of the Closing on the Closing Date, Seller hereby sells, assigns, transfers, conveys, and delivers to Purchaser, all of the property and items described in Exhibit A to this Bill of Sale (collectively called the "Property").
2. Further Assurances. Seller hereby agrees to perform such other acts, and to execute, acknowledge and deliver such other instruments, documents and other materials as Purchaser may reasonably request and as may be reasonably necessary in order to further effectuate and evidence the foregoing assignment and sale of the Property.
3. Governing Law; Jurisdiction and Venue. This Bill of Sale shall be governed by the laws of the State of California. The proper venue for any claims, causes of action or other proceedings concerning this Bill of Sale shall be in the state and federal courts located in the County of San Diego, State of California.

IN WITNESS WHEREOF, Seller has executed and delivered this Bill of Sale.

SELLER: PathCentral, Inc.

By: Jaye Connolly
Name: Jaye Connolly
Title: CEO
Date: _____

IN WITNESS WHEREOF, intending to be legally bound hereby, the Parties have caused this Assignment to be signed in their respective names by their duly authorized representatives as of the date first above written.

ASSIGNOR:

PathCentral, Inc., a Delaware corporation

Jay Connolly
By: _____
Title: *CEO* _____
Date: _____

ASSIGNEE:

XIFIN, Inc., a California corporation

By: _____
Title: _____
Date: _____

PROMISSORY NOTE HOLDER'S ACKNOWLEDGEMENT

The undersigned Holder of a Promissory Note payable by PathCentral, Inc., a Delaware corporation ("Company") hereby acknowledges, understands and agrees that:

(a) The Company's Board of Directors and shareholders have approved a sale of substantially all of the Company's remaining assets to XIFIN, Inc., a California corporation ("XIFIN"), for \$1,450,000 cash purchase price, subject to potential reduction adjustments if Company's net assets as of the date of the Closing are negative (the "Cash Price" and the "Sale Transaction"), as set forth in that certain Asset Purchase Agreement, dated August 2, 2013 between Company and XIFIN (the "APA"); and

(b) Most all of the Cash Price from the Sale Transaction will need to be used to satisfy the Company's first priority debt owed to Silicon Valley Bank, such that very little or none of the Cash Price will be available for payments to the Company's note holders, including the undersigned; and

(c) The Cash Price to be paid by XIFIN for the Company's assets is a reasonably equivalent value and fair market value and adequate value for the assets purchased; and

(d) The Company's other remaining assets are very small, such that the Company has little or no ability to make any payments to the Company's note holders, including the undersigned; and

(e) The undersigned has no legal, equitable, or factual basis to make any claim against XIFIN (as the Purchaser of assets from the Company under the APA) for XIFIN to pay any sums owed by the Company to the undersigned, including without limitation any claim based on a theory of "successor liability" or a theory of "fraudulent conveyance."

Note Holder:

Signature: _____

Name: _____

Date: _____

Arboretum Ventures II, L.P.

By: Arboretum Investment Manager II, LLC

Its: General Partner

By: Timothy B. Petersen

Name: Timothy B. Petersen

Its: Managing Director

Date: 07-30-2013

Arboretum Ventures IIa, L.P.

By: Arboretum Investment Manager IIa, LLC

Its: General Partner

By: Arboretum Investment Manager II, LLC

Its: Manager

By: Timothy B. Petersen

Name: Timothy B. Petersen

Its: Managing Director

Date: 07-30-2013

**BAIRD VENTURE PARTNERS III
LIMITED PARTNERSHIP**

By: Baird Venture Partners Management
Company III, LLC
Its: General Partner

By: M. D. Ly
Name: MICHAEL LYNN
Title: DIRECTOR
Date: 7/24/13

**BVP III SPECIAL AFFILIATES
LIMITED PARTNERSHIP**

By: Baird Venture Partners Management
Company III, LLC
Its: General Partner

By: M. D. Ly
Name: MICHAEL LYNN
Title: DIRECTOR
Date: 7/24/13


**BVP III AFFILIATES FUND LIMITED
PARTNERSHIP**

By: Baird Venture Partners Management
Company III, LLC
Its: General Partner

By: M. D. Ly
Name: MICHAEL LYNN
Title: DIRECTOR
Date: 7/24/13

OKAPI VENTURES II, LP

By: Okapi General Partners II, LLC
its General Partner

By: 
Sharon Stevenson
Managing Director

Date: 07-26-2013

LANCE LOGAN 2008 IRREVOCABLE TRUST

By: [Signature]
Name: Lance Logan
Title: Trustee

Date: 7/29/2013

KENT LOGAN 2008 IRREVOCABLE TRUST

By: [Signature]
Name: Kent Logan
Title: Trustee

Date: 7/29/13

A. SCOTT LOGAN REVOCABLE LIVING TRUST

By: [Signature]
Name: A. Scott Logan
Title: Trustee

Date: 7/29/2013

WEST041722607.1

**SHAREHOLDER'S ACKNOWLEDGEMENT,
REPRESENTATION, AND APPROVAL**

The undersigned Shareholder in PathCentral, Inc., a Delaware corporation ("Company") hereby:

1. Acknowledges, understands and concurs that:

(a) The Company's Board of Directors and shareholders have approved a sale of substantially all of the Company's remaining assets to XIFIN, Inc., a California corporation ("XIFIN"), for \$1,450,000 cash purchase price, subject to potential reduction adjustments if Company's net assets as of the date of the Closing are negative (the "Cash Price" and the "Sale Transaction"), as set forth in that certain Asset Purchase Agreement, dated August 2, 2013 between Company and XIFIN (the "APA"); and

(b) All of the Cash Price from the Sale Transaction will need to be used to satisfy the Company's creditors, such that none of the shareholders will receive any distributions for the Company's equity securities owned by the shareholders; and

(c) The Cash Price to be paid by XIFIN for the Company's assets is a reasonably equivalent value and fair market value and adequate value for the assets purchased.

2. Approves the Sale Transaction and the foregoing use of the proceeds from the Sale Transaction.

3. Represents to the best of the Knowledge of the Shareholder that the Company has no creditors or liabilities other than those that have been disclosed by Company to XIFIN in the APA and the schedules referenced therein.

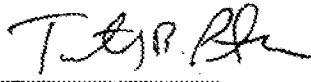
Shareholder:

Signature: _____

Name: _____

Date: _____

Arboretum Ventures II, L.P.
By: Arboretum Investment Manager II, LLC
Its: General Partner

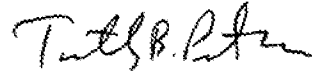
By: 

Name: Timothy B. Petersen

Its: Managing Director

Date: 07-30-2013

Arboretum Ventures Iia, L.P.
By: Arboretum Investment Manager Iia, LLC
Its: General Partner
By: Arboretum Investment Manager II, LLC
Its: Manager

By: 

Name: Timothy B. Petersen

Its: Managing Director

Date: 07-30-2013

**BAIRD VENTURE PARTNERS III
LIMITED PARTNERSHIP**

By: Baird Venture Partners Management
Company III, LLC
Its: General Partner

By: M. D. Ly
Name: MURRAY LYONS
Title: Director
Date: 7/20/13

**BVP III SPECIAL AFFILIATES
LIMITED PARTNERSHIP**

By: Baird Venture Partners Management
Company III, LLC
Its: General Partner

By: M. D. Ly
Name: MURRAY LYONS
Title: Director
Date: 7/20/13

**BVP III AFFILIATES FUND LIMITED
PARTNERSHIP**

By: Baird Venture Partners Management
Company III, LLC
Its: General Partner

By: M. D. Ly
Name: MURRAY LYONS
Title: Director
Date: 7/20/13

OKAPI VENTURES, LP

By: Okapi Venture Partners, LLC
its General Partner

By: Sharon Stevenson
Sharon Stevenson

Managing Director

Date: 07-26-2013

EXHIBIT A-1

CERTIFICATE AS TO AUTHORIZED SIGNATURES

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of XIFIN, Inc. and are authorized to initiate and approve transactions of all types for the Escrow Account established under the Escrow Agreement to which this Exhibit A-1 is attached, on behalf of the Purchaser.

Name / Title

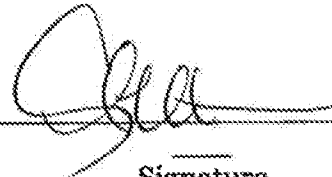
Specimen Signature

Name

Signature

Title

CRAIG ROSSMAN



Name

Signature

CFO

Title

Name


Signature

Title

Name

Signature

Title



DAVID K. ROSEN

CEO

OFFICER'S CLOSING CERTIFICATE FOR PURCHASER

Craig Kussman, Chief Financial Officer of XIFIN, Inc., a California corporation ("Purchaser"), hereby certifies that:

1. I have reviewed that certain Asset Purchase Agreement, dated August 2, 2013 ("APA").
2. Purchaser's representations and warranties made in Section 3 of the APA, considered collectively and individually, remain accurate in all material respects as of the Closing Date set forth below.
3. Purchaser is satisfied with the completion of the conditions set forth in Section 5 of the APA, such that the Closing may occur at this time.

Dated as of the Closing Date of August __, 2013.

XIFIN, Inc.

By: _____

Craig Kussman
Chief Financial Officer

Contracts

7. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

Seller: PathCentral, Inc.

Purchaser: XIFIN, Inc.

By: _____

By: [Signature]

Name: _____

Name: CRAIG KISSMAN

Title: _____

Title: CEO

Date: August ____, 2013

Date: August ____, 2013

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

Purchaser: XIFIN, Inc.

By: 
Name: DARYL KISSMAN
Title: CFO

Seller: PathCentral, Inc.

By: _____
Name:
Title:

Escrow Agent:
WILMINGTON TRUST, NATIONAL
ASSOCIATION

By: _____
Name: Jeffrey B. Kassels
Title: Vice President

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