

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306923

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CompuVend Systems, Inc.		04/01/2014	CORPORATION: LOUISIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cantaloupe Systems, Inc.		
<b>Street Address:</b>	612 Howard Street, Suite 600		
<b>City:</b>	San Fransisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94105		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1368742	COMPUVEND	
<b>Registration Number:</b>	2053727	ROUTEMASTER	
<b>Registration Number:</b>	2856013	WAREHOUSE MASTER	
<b>Registration Number:</b>	2958533	VENDPRO	
<b>Registration Number:</b>	2593017	BUZZBOX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2142000707		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	214-651-5106		
<b>Email:</b>	rob.leblanc@haynesboone.com		
<b>Correspondent Name:</b>	J. Robert LeBlanc		
<b>Address Line 1:</b>	2323 Victory Ave, Suite 700		
<b>Address Line 4:</b>	Dallas, TEXAS 75219		
<b>ATTORNEY DOCKET NUMBER:</b>	70310.53		
<b>NAME OF SUBMITTER:</b>	J. Robert LeBlanc		
<b>SIGNATURE:</b>	/J. Robert LeBlanc/		
<b>DATE SIGNED:</b>	06/06/2014		
<b>Total Attachments: 25</b>			
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("IP Assignment") is made and is effective as of this 1<sup>st</sup> day of April 2014, by CompuVend Systems, Inc., a Louisiana corporation ("Seller") and Mark Kronenberg ("Principal" and together with Seller, "Assignors"), for the benefit of Cantaloupe Systems, Inc., a Delaware corporation ("Assignee"). Unless otherwise indicated, capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in that certain Amended and Restated Asset Purchase Agreement, dated as of April 1, 2014 (the "Agreement"), by and between Seller and Assignee.

### WITNESSETH:

WHEREAS, Assignors and Assignee have entered into the Agreement, pursuant to which, among other things, Assignors have assigned to Assignee all of Assignor's right, title and interest in and to the technology and intellectual property relating to the Business, including without limitation the Proprietary Rights;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby:

1. Assignment. Assignors hereby sell, assign, transfer, convey and deliver to Assignee, its successors and assigns, free and clear of all liens and encumbrances, all of Assignors' entire right, title and interest in the Proprietary Rights, including without limitation all of Assignors' intellectual property rights therein, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, and other legal representatives as the same would have been held and enjoyed by Assignors had the sale, assignment, transfer, conveyance and delivery had not been made, together with all claims for damages by reason of past infringement of the Proprietary Rights, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives. Assignors acknowledge that they shall have no further rights to the Proprietary Rights and that any further modification, improvement or invention by Assignee based on or in connection with the Proprietary Rights will be solely owned by Assignee.

2. Further Assurances. From time to time following the date of execution of this IP Assignment, Assignors shall execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquittances and such other instruments, and shall take such further actions, as may be necessary in order to more effectively assign, transfer and convey unto Assignee, or confirm Assignee's title or rights in or to, all of the Proprietary Rights assigned, transferred and conveyed by Assignors to Assignee pursuant hereto, to put Assignee in actual possession and control of the Proprietary Rights assigned, transferred and conveyed by Assignors to Assignee pursuant hereto to the full extent permitted by applicable law, and to assist Assignee in exercising and enjoying all rights and benefits appurtenant hereto.

3. Power of Attorney. Each Assignor hereby constitutes and appoints Assignee as its true and lawful attorney in fact, with full power of substitution in its name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right

of any kind with respect thereto. Each Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

4. Notices. All notices, claims, demands and other communications hereunder shall be delivered in accordance with, and deemed given as set forth in the Agreement.

5. Governing Law; Jurisdiction. This IP Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflicts of law rules.

IN WITNESS WHEREOF, each Assignor has caused this IP Assignment to be executed as of the date first above written.

COMPUVEND SYSTEMS, INC.

By: Mark Kronenberg  
Name:  
Title: President

Mark Kronenberg  
Mark Kronenberg

## Bill of Sale and Assignment of Equipment

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COMPUVEND SYSTEMS, INC., a Louisiana corporation ("Seller"), does hereby grant, bargain, transfer, sell, assign, convey and deliver to CANTALOUPE SYSTEMS, INC., a Delaware corporation ("Buyer"), all of its right, title and interest in and to the assets listed on Schedule 1 attached hereto (the "Assets"), including the contracts listed thereon (the "Assigned Contracts"), to have and to hold the same unto Buyer, its successors and assigns, forever. Buyer hereby accepts such assignment and assumes all of Seller's duties and obligations under the Assigned Contracts and agrees to pay, perform and discharge, as and when due, all of the obligations of Seller under the Assigned Contracts accruing on and after the date of this Bill of Sale and Assignment of Equipment (this "Agreement").

Seller represents and warrants to Buyer that Seller is the owner of the Assets, that the Assets are free and clear of all liens, charges, and encumbrances, and that Seller has full right, power and authority to sell the Assets and assign its interests therein, and to make this Agreement. The person signing this instrument is authorized to do so by Seller for the purposes set forth herein. Seller hereby assigns to Buyer all manufacturer and vendor warranties and indemnities it has with respect to the Assets to the extent such warranties and indemnities are assignable. Seller sells the Assets "as is, where is", without representation or warranty as to the present condition of the Assets except as otherwise set forth in the Amended and Restated Asset Purchase Agreement to which this Agreement is an exhibit.

Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the parties have duly executed this Bill of Sale and Assignment of Equipment as of April 1, 2014.

COMPUVEND SYSTEMS, INC.

By: *Mrs. Hanenberg*  
Name:  
Title: *President*

CANTALOUPE SYSTEMS, INC.

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

IN WITNESS WHEREOF, the parties have duly executed this Bill of Sale and Assignment of Equipment as of April 1, 2014.

COMPUVEND SYSTEMS, INC.

By: \_\_\_\_\_

Name:

Title:

CANTALOUPE SYSTEMS, INC.

By: 

Name: Mandeep Arora

Title: CEO

**Schedule 1.1(a)(i) - Personal Property**

(i) All inventory, raw materials, packaging materials, machinery, equipment, tooling, parts, furniture, supplies, vehicles, office equipment and other tangible personal property used exclusively in conducting the Business, and listed on Schedule 1.1(a)(i) hereto (the "Personal Property");

15 Desks
4 Tables
7 File cabinets
15 Computers
4 Printers
30 Chairs
6 Bookshelves
2 Storage racks
2 Folding Trade show booths
5 Hand Held Computers running Windows Mobile
IP Phones
Miscellaneous electronic components

See Inventory List



Schedule 1.1(a)(ii), - Intellectual Property

(ii) All industrial and intellectual property rights listed on Schedule 1.1(a)(ii), which sets forth all patents, patent rights, patent applications, inventions, trade secrets, processes, formulas, customer lists, engineers' drawings, proprietary rights, proprietary knowledge, computer software, websites, URLs, domain names, trademarks, names, service marks, brand marks, brand names, trade names, source or object code, copyrights, trade secrets relating to or arising from any proprietary process, symbols and logos related to the Business and all applications therefor, registrations thereof and licenses and sublicenses or agreements in respect thereof ("Intellectual Property"), used exclusively in connection with and necessary to conduct the Business, which Seller owns or has the right to use in connection with the Business or to which Seller is a party on behalf of the Business and all filings, registrations or issuances of any of the foregoing with or by any federal, state, local or foreign regulatory, administrative or governmental office (provided, however, that, to the extent that any of the foregoing utilizes or incorporates any other proprietary rights owned or licensed by or from Seller and not related to the Business, all of such other proprietary rights shall remain the property of Seller, and Buyer shall acquire no rights therein) (collectively, the "Proprietary Rights");

Customer List
Sage ACT software
Sage Peachtree software
Support Magic
Microsoft Visual Studio 6.0
Microsoft Visual Studio.Net
Microsoft Action Pack subscription
compuvend.com domain name
VendPro Trademark
RouteMasterPro Trademark
WarehouseMasterPro Trademark
CompuVend Systems Trademark
Source and object code
CompuVend Systems logo

**Schedule 1.1(a)(iii) - Personal Property Leases**

(iii) All leases of equipment, machinery or other tangible personal property used exclusively in connection with and necessary to conduct the Business as set forth on Schedule 1.1(a)(iii) hereto (the "Personal Property Leases");

Description	Commencement Date	Termination Date	Renewal Options (if any)	Monthly Base Rent
Office Space Lease-Original Agreement	3/1/2006	2/28/2009		\$2,750
Office Space Lease-First Amendment	3/1/2009	3/31/2011		\$2,750
Office Space Lease-Second Amendment	4/1/2011	3/31/2013		\$2,500
Office Space Lease-Third Amendment	4/1/2013	4/30/2015		\$2,500
Copier Lease (to expire April 2014)	4/1/2011	4/1/2014		\$190

**Schedule 1.1(a)(iv) - Seller Contracts**

(iv) All contracts, agreements, contract rights, license agreements, customer contracts, distribution agreements, franchise rights and agreements, purchase and sales orders, quotations and executory commitments, instruments, royalty agreements, third party guaranties, indemnifications, arrangements and understandings, whether oral or written, directly related to the Business to which Seller is a party (whether or not legally bound thereby) and necessary to conduct the Business, as set forth on Schedule 1.1(a)(iv) hereto (the "Seller Contracts");

Cox Business
Citrix Master Agreement
Citrix Renewal
Motorola Contract
Synnex Contract
PayChex Contract

Schedule 1.1(a)(v) - Permits

(v) All franchises, licenses, permits, consents, authorizations, approvals and certificates of any regulatory, administrative or other Governmental Authority (as defined herein) used exclusively in connection with and necessary to conduct the Business (to the extent the same are transferable by Seller to Buyer) as set forth on Schedule 1.1(a)(v) hereto (the "Permits");

Jefferson Parish Occupational License
Louisiana Department of Revenue
South Carolina Department Of Revenue – payroll withholding – unemployment – PAYCHEX administered
Colorado Department Of Revenue – payroll withholding – unemployment – PAYCHEX administered
Florida Department Of Revenue – payroll withholding – unemployment – PAYCHEX administered

Schedule 1.1(a)(vi) (the "Receivables"):

(vi) All accounts receivable relating to or arising out of the operation of the Business as set forth on Schedule 1.1(a)(vi) (the "Receivables");

See Accounts Receivable List

Schedule 1.1(a)(vii)

(vii) All causes of action, judgments, claims or demands of whatever kind or description directly relating to the Business which Seller has or may have against any other person or entity as set forth on Schedule 1.1(a)(vii) hereto;

None

Schedule 1.1(a)(xi)

All customer or client lists, files, documentation, records and related documentation used exclusively in connection with the Business as listed on Schedule 1.1(a)(xi) hereto;

Sage ACT software and database
Support Magic software and database
Paper copies of customer records
Sage Peachtree Software and database

Schedule 1.1(a)(xii)

All cash, security deposits, prepaid expenses, certificates of deposit, commercial paper, marketable securities and other miscellaneous assets of the Business as listed on Schedule 1.1(a)(xii) hereto;

Whitney Bank – Cash Account – CompuVend Inc.
Whitney Bank – Cash Account – CompuVend Equipment
Whitney Bank – Cash Account – CompuVend Maintenance
Whitney Bank – Cash Account – CompuVend Payroll

**Scheduled 1.1(b)(i);**

the following assets relating to the Business are being retained by Seller, are expressly excluded from the purchase and sale contemplated hereby, and, as such, are not included in the Property (the "Excluded Assets"):

All property and assets of Seller that are not directly related to or used exclusively in the Business, as listed on Scheduled 1.1(b)(i);

Desk in James' office
Conference table and chairs in conference room
Chairs in Mark and Alan's offices
Glass display case
Computers manufactured before 2005
All non-Windows Mobile hand held computers
Mark's Laptop
Decorative metal shelving in Alan's Office
Decorative table and chairs in entrance/sitting room
All folding tables
Coke vending machine
Refrigerator
Old phone system (which has been replaced)
Safe
Shelving in Storeroom

**Schedule 1.2(b)**

Assumption of Certain Liabilities. On the Closing Date (as hereinafter defined), Buyer shall, subject to Section 1.4 hereof, assume and hereby agrees to pay, perform and discharge when due, only those debts, liabilities, obligations and commitments of Seller which are set forth below:

(b) debts, liabilities, obligations and commitments arising under the Permits, Personal Property Leases and Contracts transferred to Buyer;

(c) all warranty obligations under assumed Contracts, as listed on Schedule 1.2(b) hereto; an

(d) all liabilities specifically set forth in Schedule 1.2(c) hereto.

The liabilities of Seller being assumed by Buyer are hereinafter collectively referred to as the "Assumed Liabilities."

<b>Deferred Revenue – Support, totaling \$84,435.99</b>

**Scheduled 2.1(7)(B)**

(A) revenue from parties which are Seller customers as of the date of Closing and which are not pre-existing customers of Buyer, as listed on Scheduled 2.1(7)(B), who sign up for and begin paying for Buyer's Seed products and services after the Closing; and

<b>See Customer List</b>

**Schedule 4.2(e)**

(e) Governmental Consents; Permits. Except as set forth on Schedule 4.2(e), no action, waiver or consent by any Governmental Authority is necessary to make this Agreement and the Seller Agreements, as appropriate, valid instruments binding upon Seller in accordance with their respective terms. Except as set forth on Schedule 4.2(e), Seller is not required to submit any notice, report or other filing with any Governmental Authority in connection with the execution, delivery or performance of this Agreement or any of the Seller Agreements, except where the failure to do so would have a Seller Material Adverse Effect. The Permits listed on Schedule 1.1(a)(v) are all of the permits necessary to sell the products of the Business being sold as of the date hereof.

None

Schedule 4.2(f)

(f) Inventory. Except as set forth in Schedule 4.2(f), Seller is not in possession of any inventory that is not owned by it.

Motorola/Psion WorkaboutPro G4 hand held computer



Schedule 4.2(g).

(g) No Conflicts; Absence of Default. Neither the execution, delivery or performance of this Agreement or any of the Seller Agreements by Seller nor the consummation by Seller of the transactions contemplated hereby and thereby, nor compliance by Seller with any of the provisions hereof and thereof will (i) conflict with or violate Seller's Certificate of Incorporation or Bylaws; (ii) conflict with or violate any Law applicable to the Business or any of the Property, which would have a Seller Material Adverse Effect; or (iii) except as set forth on Schedule 4.2(g), breach, conflict with, violate or cause a default under any of the Seller Contracts except for any such breach, conflict, violation or default which would not reasonably be expected to cause a Seller Material Adverse Effect. Neither the execution and delivery of this Agreement and the Seller Agreements nor the consummation of the transactions contemplated hereby and thereby will require any consent, waiver, approval, exemption, registration, declaration, license, authorization or permit of, or filing with or notification to, any other person or entity, except for such consents, waivers, approvals, exemptions, registrations, declarations, licenses authorizations, permits, filings or notifications which will be obtained on or prior to the Closing and are listed on Schedule 4.2(g), or which, if not obtained or made, will not allow for the termination, cancellation or acceleration of any obligation to repay under, any of the terms, conditions or provisions of any Seller Contract or obligation. Except as set forth on Schedule 4.2(g), neither the execution, delivery or performance of this Agreement or any of the Seller Agreements, nor the consummation by Seller of the transactions contemplated hereby or thereby, nor compliance by Seller with any of the provisions hereof and thereof will constitute a default (in and of itself or with the giving of notice, passage of time or both) under the Seller Contracts, or result in the creation or imposition of any encumbrance upon, or giving to any other party or parties any claim, interest or right including rights of termination or cancellation in, or with respect to, the Business or Property, which would have a Seller Material Adverse Effect; or result in the loss of any license, franchise, legal privilege possessed by Seller or give a right of termination to any party to any agreement or other instrument to which Seller is a party or by which any of the Property or the Business is bound, which would have a Seller Material Adverse Effect. Except as set forth on Schedule 4.2(e), there are no corporate, contractual, statutory or other restrictions of any kind upon the power and authority of Seller to execute and deliver this Agreement and the Seller Agreements and to consummate the transactions contemplated hereunder and thereunder.

None

Schedule 4.2(h).

(h) Environmental Matters. Except as set forth on Schedule 4.2(h), none of which would constitute a Seller Material Adverse Effect, (A) the Property and the Business are in compliance with all applicable Environmental Laws, except where failure to be in compliance would not have a Seller Material Adverse Effect; (B) there is no Environmental Claim pending against the Seller with regard to the Property or the Business; (C) Seller has obtained all material permits, approvals, identification numbers, licenses or other authorizations required under any applicable Environmental Laws with regard to the Property or the Business (the "Environmental Permits") and is and has been in compliance with their requirements; (D) there are no underground or aboveground storage tanks or any surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed of on any real property currently owned or leased by Seller for the Business; (E) the Seller has not undertaken or completed any investigation or assessment or remedial or response action relating to any such release, discharge or disposal of or contamination with Hazardous Materials at any site, location or operation of the Business, either voluntarily or pursuant to the order of any Governmental Entity or the requirements of any Environmental Law; and (F) except as set forth on Schedule 4.2(h), there have been no Environmental Claims against the Seller with regard to the Business.

None

Schedule 4.2(i)

(i) Absence of Certain Changes and Events. Except as set forth on Schedule 4.2(i), since December 31, 2013, there has not been with respect to the Business:

- (i) Any Seller Material Adverse Effect;
- (ii) Other than in the usual and ordinary course of business, any increase in amounts payable by Seller to or for the benefit of or committed to be paid by Seller to or for the benefit of any officer, consultant, agent or employee of the Business, in any capacity, whether in the form of salary, bonus, consulting fee, directors fee or otherwise, or in any benefits granted under any bonus, stock option, profit sharing, pension, retirement, deferred compensation, insurance, or other direct or indirect benefit plan with respect to any such person;
- (iii) Any transaction entered into or carried out by Seller with respect to the Business or the Property other than in the ordinary and usual course of its business resulting in the incurrence of liabilities or obligations of Seller;
- (iv) Any material change made with respect to the Business in the methods of doing business or in the accounting principles or practices or the method of application of such principles or practices;
- (v) Any mortgage, pledge, Lien (as hereinafter defined), security interest, hypothecation, charge or other encumbrance imposed or agreed to be imposed on or with respect to the Property which will not be discharged prior to the Closing, except for Permitted Liens (as hereinafter defined);
- (vi) Any sale, lease or other disposition of, or any agreement to sell, lease or otherwise dispose of any Property, individually in excess of \$5,000, or in the aggregate in excess of \$10,000;
- (vii) Any purchase of or any agreement to purchase capital assets or any lease or any agreement to lease, as lessee, any capital assets of the Business individually in excess of \$5,000 or in the aggregate in excess of \$10,000;
- (viii) Any modification, waiver, change, amendment, release, rescission or termination of, or accord and satisfaction with respect to, any term, condition or provision of any contract, agreement, license or other instrument with respect to the Property or the Business to which Seller is a party, which would have a Seller Material Adverse Effect, other than any satisfaction by performance in accordance with the terms thereof in the usual and ordinary course of its business;
- (ix) Any damage, destruction or similar loss, whether or not covered by insurance, adversely affecting the Business in excess of \$5,000 individually, or \$10,000 in the aggregate;
- (x) Any strike, picketing, work slowdown or labor disturbance with respect to the Business; or

(xi) To Seller's knowledge, any change in any Law applicable to or binding upon the Business or the Property, which would have a Seller Material Adverse Effect.

None

Schedule 4.2(j) –

SELLER TO PAY SOME EMPLOYEE WITHHOLDING TAXES WITH INITIAL PROCEEDS FROM SALE.

Schedule 4.2(k)

(j) Employment Matters; ERISA Matters. Schedule 4.2(k) contains a list of each employee of Seller related to the Business (such employees, the “Employees”). Except as set forth on Schedule 4.2(k), there are no employment, consulting, severance or indemnification contracts between the Seller and any of the Employees. All liabilities or obligations to any Employee resulting from Buyer’s failure to offer employment to any Employee shall be and remain the sole responsibility and liability of the Seller. The Seller either has paid to date or will pay within the normal payroll cycle after the Closing Date all accrued wages, salary, bonus, commissions, vacation and sick pay accrued on or before the Closing Date for all of the Employees and, agents and representatives of the Business, including payroll overheads. The Seller is in compliance with Laws respecting employment and employment practices, terms and conditions of employment and wages and hours. The Seller shall be solely liable for all contributions, benefits and other obligations with respect to all employee benefit plans of which the Seller is or ever has been a party or by which it is or ever has been bound in connection with the Business, including, without limitation, (i) any profit-sharing, deferred compensation, bonus, stock option, phantom stock, stock purchase, pension, retainer, consulting, retirement, severance, welfare or incentive plan, agreement or arrangement (including, without limitation, all employee benefit plans which are intended to be qualified under Section 401(a) of Internal Revenue Code (including any “multiemployer” plans within the meaning of Section 3(37) of ERISA)), (ii) any plan, agreement or arrangement providing for “fringe benefits” or perquisites to employees, officers, directors or agents, including, but not limited to, benefits relating to automobiles, clubs, vacation, child care, parenting, sabbatical, sick leave, medical, dental, hospitalization, life insurance and other types of insurance of the Business, (iii) any employment agreement, or (iv) any other “employee benefit plan” within the meaning of ERISA (collectively, the “Plans”). The Seller has no responsibility for and has not assumed any pension-related liability of any predecessor business or person. Seller does not have any liabilities or obligations for paid-time-off for any Employees.

Mark Kronenberg
Evan Johnson
Severin Beale
Chantal Hays
James Fabacher
Bonnie Currier
Susan Butler

CJ Hebert – Contractor

Schedule 4.2(1)

(k) Title to Property. (i) Seller has good and marketable title, or valid leasehold rights (in the case of leased property), to all of the Personal Property, free and clear of all liens, claims and encumbrances of any nature ("Liens"), other than as disclosed on Schedule 4.2(1) (the "Permitted Liens"). On the Closing Date, Seller will convey to Buyer good and marketable title to the Property or, in the case of assets constituting Property which are leased or licensed by Seller pursuant to Personal Property Leases or other Contracts, valid leasehold interests or licenses to such Personal Property Leases or other Contracts, free and clear of all liens, claims and encumbrances of any nature other than Permitted Liens. Except for the Excluded Assets, (i) Schedule 1.1(a)(i) sets forth a complete and accurate list of all the Personal Property owned by Seller and used exclusively in connection with the Business, including without limitation, all inventory, raw materials, packaging materials, machinery, equipment, tooling, parts, furniture, supplies, vehicles, office equipment and other tangible personal property used in conducting the Business with a value in excess of \$2,500 individually or \$5,000 in the aggregate), and (ii) Schedule 1.1(a)(iii) sets forth a complete and accurate list of all Personal Property Leases owned by Seller and used exclusively in connection with the Business, including, without limitation, all leases of equipment or other personal property used in the conduct of the Business. All Property used in the conduct of the Business is owned or leased by Seller and is held free and clear of all Liens of any nature whatsoever, other than Permitted Liens. Except for Permitted Liens, no financing statement under the Uniform Commercial Code or similar law naming Seller as debtor has been filed, and not terminated, prior to the Closing Date in any jurisdiction in respect of the Property, and, except as disclosed on Schedule 4.2(1), Seller is not a party to or bound under any agreement or legal obligation authorizing any party to file any such financing statement.

None

Schedule 4.2(1)

(ii) Schedule 1.1(a)(iii) sets forth, with respect to Personal Property Leases, the commencement date, termination date, renewal options, if any, and annual base rents. Except as disclosed on Schedule 4.2(1), each such Personal Property Lease is valid and enforceable in accordance with its terms in all respects and is in full force and effect. Neither Seller, nor to Seller's knowledge any other party to any Personal Property Lease, is in default of its obligations thereunder, and Seller (or any other party to any such Personal Property Lease) has not at any time delivered or received any notice of default which remains uncured under any such Personal Property Lease and no event has occurred which, with the giving of notice or the passage of time, or both, would constitute a default under any such Lease.

None

Schedule 4.2(m).

(l) Trademarks, Patents and Copyrights. (i) Except as disclosed on Schedule 4.2(m), Seller owns or has the right to use, sell or license all Proprietary Rights and such Proprietary Rights are sufficient for the conduct of the Business of Seller as it is currently being conducted as of the date hereof. Schedule 1.1(a)(ii) hereto lists all of the Intellectual Property constituting the Proprietary Rights;

(ii) Except as disclosed on Schedule 4.2(m), the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not constitute a breach of any instrument or agreement governing any Proprietary Rights, will not cause the forfeiture or termination or give rise to a right of forfeiture or termination of any Proprietary Rights or impair the right of the Business to use, sell or license any Proprietary Rights or any portion thereof;

(iii) Except as disclosed on Schedule 4.2(m), neither the manufacture, marketing, license, sale or intended use of any tangible product currently sold by the Business violates any license or agreement between Seller and any third party relating to such product or infringes any Intellectual Property of any other party, and there is no pending claim or litigation contesting the validity and Seller's ownership or right to use, sell, license or dispose of any Proprietary Right nor has Seller received any notice asserting that any Proprietary Right or the proposed use, sale, license or disposition thereof conflicts or will conflict with the rights of any other party, and Seller has neither licensed the use of the Proprietary Rights to any third party nor permitted the use by any third party of the same in a manner which would infringe the trademark rights of Seller; and

(iv) Except as disclosed on Schedule 4.2(m), Seller has not received any notice that any current or prior members, officers, employees or consultants of Seller claim an ownership interest in any of the Proprietary Rights as a result of having been involved in the development of such property while employed by or consulting to the Business or otherwise.

None



Schedule 4.2(n)

(m) Legal Proceedings, Claims, Investigations, etc. Except as disclosed on Schedule 4.2(n), there is no legal, administrative, arbitration or other action or proceeding or governmental investigation pending against Seller related to the Business or, to Seller's knowledge, pending against any member, officer or employee thereof relating to the Business. Except as disclosed on Schedule 4.2(n), Seller has not been informed of any violation of or default under, any laws, ordinances, regulations, judgments, injunctions, orders or decrees (including without limitation, any immigration laws or regulations) of any court, governmental department, commission, agency, instrumentality or arbitrator applicable to the Business. Except as disclosed in Schedule 4.2(n), the Business is not currently subject to any judgment, order, injunction or decree of any court, arbitral authority, administrative agency or Governmental Authority.

None

Schedule 4.2(r)

(n) Licenses. Seller is the holder of all state, federal and local licenses, permits and approvals required to conduct the Business as it is presently being conducted, except where the failure to hold the same would not have a Seller Material Adverse Effect. Except as set forth on Schedule 4.2(r), all of the Permits are in good standing, valid and effective, and free and clear of any liens, conditions or restrictions which might limit their full utilization as authorized by any governmental authority. Schedule 1.1(a)(v) lists each Permit held by Seller and used exclusively in the Business and its date of expiration. Schedule 4.2(r) sets forth those Permits issued by various governmental authorities and used by Seller in the Business that are not assignable. Seller's inability to assign such Permits to Buyer shall not constitute a breach or default of any provision of this Agreement.

None

Schedule 4.2(s)

(o) Condition of Equipment. Except as provided on Schedule 4.2(s) hereto, all equipment owned or leased by the Seller and included in the Property has been properly maintained in accordance with industry and regulatory standards and, to the knowledge of Seller, is in good working order and repair, ordinary wear and tear excepted, free from known defects in construction or design, soundly and properly functioning, usable for its intended purpose in the ordinary course of business of the Business and without present need for repair or replacement except in the ordinary course of business of the Business.

None

Schedule 4.2(u)

(p) Compliance with Law. Except as set forth on Schedule 4.2(u), Seller has complied in all material respects with all Laws, which are applicable to or binding upon the Business or the Property.

None

Schedule 4.2(v)

(q) Customers. Except as set forth on Schedule 4.2(v), there are no pending disputes between Seller and any of the vendors, suppliers, licensors, or customers of the Business or other parties which in any way relate to Seller's operation of the Business.

None

Schedule 4.2(y).

(r) Entire Business. Except as set forth on Schedule 4.2(y), and except for any Excluded Assets and contracts that cannot be transferred by Seller, the Property comprises all of the properties, assets, rights and material for the conduct of the Business in the manner in which it is presently conducted by Seller

None

Schedule 6.3(b)(xii)

(a) At the Closing, Seller shall deliver or cause to be delivered to Buyer the following documents, instruments, certificates and agreements (which shall be in form and substance reasonably satisfactory to Buyer and its counsel):

(i) All of the required consents from third persons set forth in Schedule 6.3(b)(xii);

*Landlord Consent under Office Lease - TBD*