

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900310945		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ProOnGo LLC		12/23/2014	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	THE NEAT COMPANY, INC.		
Street Address:	1601 Market Street, Suite 3500		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77788347	PROONGO	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	312-622-3088		
Email:	phil_leslie@hotmail.com		
Correspondent Name:	Phillip Leslie		
Address Line 1:	131 N. Hillcrest Rd		
Address Line 4:	Springfield, PENNSYLVANIA 19064		
NAME OF SUBMITTER:	Phillip A Leslie		
SIGNATURE:	/Phillip A Leslie/		
DATE SIGNED:	01/02/2015		
Total Attachments: 53			
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "*Agreement*") is entered into as of September 4, 2013, by and among (i) **NEAT ACQUISITION COMPANY, INC.**, a Delaware corporation ("*Purchaser*"), (ii) **PROONGO LLC**, a Delaware limited liability company ("*Seller*"), (iii) solely for purposes of Article VII and Article VIII hereof, the persons and entities identified on the signature page hereto under the headings "Creditor," each of whom is a holder of the debt of Seller (each, a "*Creditor*" and, collectively, "*Creditors*"), and, (iv) solely for purposes of Section 6.5 hereof, the Key Manager (as herein defined). Seller and Purchaser are sometimes referred to herein individually as a "*Party*" and collectively as the "*Parties*." Capitalized terms used but not otherwise defined herein are defined on Schedule I.

RECITALS:

WHEREAS, Seller owns certain Software, Intellectual Property and other related assets as more particularly described on Schedule III hereto (the "*Purchased Assets*");

WHEREAS, Creditors are the creditors of Seller and have agreed to enter into this Agreement for the purposes set forth herein;

WHEREAS, The Neat Company, Inc., a Delaware corporation ("*Parent*") owns 100% of the issued and outstanding capital stock of Purchaser; and

WHEREAS, Seller desires to sell to Purchaser the Purchased Assets, all pursuant to the terms and subject to the conditions hereinafter set forth (the "*Transaction*").

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises, the respective representations, warranties and covenants contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I RELATED TRANSACTIONS

1.1 Seller Reorganization and Wind Down. As soon as practicable after the Closing Date, the Seller and the Creditors will enter into the following transactions (collectively, the "*Seller Reorganization and Wind Down*");

(a) The Seller will engage third parties to help develop, improve, commercialize, market, and exploit the Excluded Assets, with a view towards selling all of Seller's right, title and interest to the Excluded Assets to a third party purchaser (the "*Excluded Asset Activities*");

(b) The Creditors will convert all of the remaining amount of outstanding indebtedness owed by Seller to the Creditors into equity of the Seller on a pro rata basis;

(c) If the Seller is successful in selling the Excluded Assets to a third party purchaser, the proceeds of such sale will be distributed pro rata to the Creditors as equity holders of the Seller.

ARTICLE II PURCHASE AND SALE OF ASSETS

2.1 Purchased Assets to be Transferred. Pursuant to the terms and subject to the conditions of this Agreement, at the Closing, Seller shall sell, transfer, convey, assign, and deliver to Purchaser, and Purchaser shall purchase and accept, all of the Purchased Assets, free and clear of any Encumbrance. Seller expressly agrees that the sale of the Purchased Assets constitutes a transfer of all of Seller's rights with respect to the Purchased Assets, and that Seller neither reserves, nor has granted, nor is aware of, any right to market or otherwise transfer the Purchased Assets.

2.2 Assumed Liabilities. Pursuant to the terms and subject to the conditions of this Agreement, at the Closing, and as part of the consideration for the Purchased Assets, Purchaser shall assume and become responsible for (i) all Liabilities of Seller to be performed on or after the Closing Date under the Purchased Contracts, but excluding any obligations or liabilities arising from or related to any default, breach or violation by Seller of such Purchased Contract prior to the Closing Date and (ii) the amount of debt owed by Seller and held by each Creditor as set forth opposite Creditor's name on Schedule II hereto (the "*Assumed Liabilities*"). In confirmation of the assumption by Purchaser of the Assumed Liabilities, Purchaser shall execute and deliver to Seller at the Closing an "Assignment and Assumption Agreement" in a form reasonably acceptable to each of the Parties.

2.3 Excluded Assets. Notwithstanding anything herein to the contrary, the Purchased Assets do not include, and Seller does not hereby transfer to Purchaser, any asset of Seller other than as described on Schedule III hereto (any such asset of Seller not described on Schedule III hereto, hereinafter the "*Excluded Assets*").

2.4 Excluded Liabilities. Other than the Assumed Liabilities, Purchaser shall not assume or otherwise be responsible for any Liability of Seller whether arising out of acts or occurrences prior to, at or after the date hereof (collectively, the "*Excluded Liabilities*").

2.5 Closing.

(a) The closing of the Transaction contemplated by this Agreement (the "*Closing*") will occur simultaneously with the execution of this Agreement at the offices of Morgan, Lewis & Bockius LLP, 1701 Market Street, Philadelphia, PA 19103, Philadelphia, Pennsylvania time. The date on which the Closing actually occurs will be referred to as the "*Closing Date*."

(b) At the Closing:

(i) Seller shall deliver a certificate, dated as of the Closing Date, in a form reasonably satisfactory to Purchaser, of a duly authorized officer of Seller certifying the following: (a) the incumbency of Seller's officers that are executing this Agreement, any other

agreements delivered on the Closing Date, and any certificate delivered in connection with the Closing; (b) that attached thereto is a true, accurate and complete copy of the Organizational Documents of Seller, (c) that attached thereto is a true, accurate and complete copy of the certificate issued by the Secretary of State of the state of formation of Seller certifying that Seller is validly existing and in good standing under the laws of the state of its formation; and (d) that attached thereto is a true, accurate and complete copy of the resolutions of the board of directors (or similar governing body) and equity holders of Seller approving the Transaction;

(ii) Purchaser shall deliver a certificate, dated as of the Closing Date, in a form reasonably satisfactory to Seller, of a duly authorized officer of Purchaser certifying the following: (a) the incumbency of Purchaser's officers that are executing this Agreement, any other agreements delivered on the Closing Date, and any certificate delivered in connection with the Closing; (b) that attached thereto is a true, accurate and complete copy of the Organizational Documents of Purchaser, (c) that attached thereto is a true, accurate and complete copy of the certificate issued by the Secretary of State of the state of formation of Purchaser certifying that Purchaser is validly existing and in good standing under the laws of the state of its formation; and (d) that attached thereto is a true, accurate and complete copy of the resolutions of the board of directors (or similar governing body) and equity holders of Purchaser approving the Transaction;

(iii) Purchaser shall deliver a certificate, dated as of the Closing Date, in a form satisfactory to Seller, of a duly authorized officer of Parent certifying the following: (a) the incumbency of Parent's officers that are executing this Agreement, any other agreements delivered on the Closing Date, and any certificate delivered in connection with the Closing; (b) that attached thereto is a true, accurate and complete copy of the Organizational Documents of Parent, (c) that attached thereto is a true, accurate and complete copy of the certificate issued by the Secretary of State of the state of formation of Parent certifying that Parent is validly existing and in good standing under the laws of the state of its formation; and (d) that attached thereto is a true, accurate and complete copy of the resolutions of the board of directors (or similar governing body) and equity holders of Parent approving the Transaction;

(iv) Seller shall execute and deliver to Purchaser such Instruments of Transfer as shall be effective to vest in Purchaser on the Closing Date title to all of the Purchased Assets, free and clear of all Encumbrances;

(v) Parent and Creditors shall have entered into that certain Restricted Stock Issuance and Pledge Agreement (the "***Restricted Stock Issuance and Pledge Agreement***");

(vi) Seller shall provide Purchaser with Uniform Commercial Code search reports dated no earlier than ten (10) days prior to the Closing Date for all jurisdictions in which Uniform Commercial Code financing statements would be filed with respect to Seller on such Closing Date, the results of which shall be reasonably satisfactory to Purchaser, and judgment and Tax liens searches in appropriate jurisdictions for Seller, which shall not reflect any liens or judgments; and

(vii) Seller shall deliver evidence of the discharge and release of any Encumbrance on any of the Purchased Assets, in a form reasonably satisfactory to Purchaser.

ARTICLE III CONSIDERATION

3.1 Payment of Consideration. Pursuant to the terms and subject to the conditions set forth in this Agreement, the consideration payable by Purchaser to Seller for the Purchased Assets shall be as follows:

- (a) the amount of \$1,000 in cash (the “*Cash Consideration*”), and
- (b) Purchaser shall assume the Assumed Liabilities and Purchased Contracts (together, with the Cash Consideration, the “*Consideration*”).

3.2 Allocation of Consideration. The Consideration shall be allocated to the Purchased Assets in accordance with Schedule 3.2 hereto and in accordance with Section 1060 of the Code and the regulations adopted thereunder. Neither Seller nor Purchaser will take a position on any Tax Return, before any Governmental Entity charged with the collection of any Tax, or in any judicial proceeding that is in any way inconsistent with the terms of this Section 3.2, and Seller and Purchaser shall file Form 8594 with the IRS in a manner consistent with this allocation.

3.3 Bulk Sales Laws. Each Party hereby waives compliance by the other with the so called “bulk sales law” and any other similar laws in any applicable jurisdiction in respect of the transactions contemplated by this Agreement.

ARTICLE IV REPRESENTATIONS AND WARRANTIES RELATING TO SELLER

Seller hereby represents and warrants to Purchaser, in each case as of the date hereof and as of the Closing Date, except as set forth on the Disclosure Schedule (the “*Disclosure Schedule*”) attached hereto as Schedule IV, which exceptions shall be deemed to be representations and warranties as if made hereunder, that:

4.1 Organization, Good Standing and Qualification. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to carry on its business as now conducted. Seller is duly qualified to do business and is in good standing in the State of Illinois. Except (i) as set forth in the previous sentence and (ii) for those jurisdictions where the failure to be so qualified would not reasonably be expected to be material to the Seller or the Purchased Assets, Seller is not required to be qualified to transact business in any jurisdiction other than its state of organization.

4.2 Subsidiaries. Seller does not presently own or control, directly or indirectly, any interest in any other corporation, association, limited liability company or other business entity and is not a participant in any joint venture, partnership or similar arrangement.

4.3 Authorization. All requisite corporate action on the part of Seller and its respective officers, directors, managers, stockholders and members necessary for the authorization, execution, delivery and performance of the Transaction Documents to which it is a party, to perform its respective obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby, have been, or prior to the Closing will be, duly and validly taken. The Transaction Documents constitute valid and legally binding obligations of Seller.

4.4 No Conflicts. Except as set forth on Schedule 4.4 of the Disclosure Schedule, the execution and delivery by Seller of this Agreement and each of the Transaction Documents to which it is a party does not, and the performance and consummation by Seller of the transactions contemplated hereby or thereby will not (i) conflict with or result in a breach or violation of, or default under, or give rise to any right of acceleration or termination of, any of the terms, conditions or provisions of the Organizational Documents of Seller, any Contract to which Seller is a party or by which Seller's assets or properties are bound; or (ii) violate any Legal Requirement applicable to Seller or any of the assets or properties of Seller.

4.5 Capitalization. Schedule 4.5 of the Disclosure Schedule contains a true and complete list of (i) each equity holder of Seller, showing the number and type of securities of Seller held by each equity holder as of the date of this Agreement, (ii) the holders of outstanding options to purchase any equity securities of Seller, showing the number and class of shares of Seller issuable upon exercise of each such option grant, and (iii) the holders of outstanding warrants and other rights to purchase or otherwise acquire any of Seller's equity securities, showing the number and class of shares for which such warrants and other rights may be exercised. Other than as set forth in Schedule 4.5 of the Disclosure Schedule, Seller has no agreement or understanding, written or otherwise, with any Person to issue any such Person any equity security of Seller. Seller is not a party or subject to any agreement or understanding, and there is no agreement or understanding between any persons and/or entities, which affects or relates to the voting or giving of written consents with respect to any security or by a director of Seller.

4.6 Financial Statements. Seller has delivered to Purchaser correct and complete copies of the unaudited financial statements for Seller at December 31, 2012 and July 31, 2013 (collectively, the "*Financial Statements*"). The Financial Statements are consistent in all material respects with the books and records of Seller, and there have not been any material transactions that have not been recorded in the accounting records underlying such Financial Statements. The Financial Statements present accurately in all material respects the financial position of Seller as of the dates thereof, and the results of its operations for the periods then ended.

4.7 Consents and Approvals. Except as set forth on Schedule 4.7 of the Disclosure Schedule, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local Governmental Entity or other third party is required to be made, obtained or given by Seller (i) for or in connection with the valid execution and delivery by Seller of this Agreement or the Transaction Documents to which Seller is a party or the consummation by Seller of the transactions contemplated hereby and thereby, (ii) for or in connection with the sale, transfer, assignment, conveyance, or delivery of

the Purchased Assets to Purchaser, or (iii) as a condition to the legality, validity or enforceability as against Seller of this Agreement or the Transaction Documents.

4.8 Litigation. Except as set forth on Schedule 4.8 of the Disclosure Schedule, there is no action, suit, proceeding or investigation by a Governmental Entity (each a “*Legal Proceeding*”) pending or, to Seller’s knowledge, currently threatened against Seller, nor is Seller aware that there is any basis for the foregoing. There is no Legal Proceeding by Seller currently pending or that Seller intends to initiate. The foregoing includes Legal Proceedings pending or threatened (or any basis therefor known to Seller) involving the prior employment of any of the employees of Seller, their use in connection with the business of Seller or any Intellectual Property of Seller, information or techniques allegedly proprietary to any of their former employers, or their obligations under any agreements with prior employers.

4.9 Software.

(a) The Software and related Intellectual Property (including copyrights) owned by Seller and included in the Purchased Assets are accurately described on Schedule III hereto (the “*Transferred Software*”). Except for any Third Party Software (as hereinafter defined) and as set forth on Schedule 4.9 of the Disclosure Schedule, Seller owns all right, title and interest in and to the Transferred Software, free and clear of all Encumbrances. Seller is in actual and sole possession of the complete source code for the Transferred Software. Except as set forth on Schedule 4.9 of the Disclosure Schedule, no third-party Software has been linked to or embedded in the Transferred Software (the “*Embedded Software*”), and no third-party Software has been used to program, develop or otherwise prepare the Transferred Software (the “*Programming Environments*” and, together with the Embedded Software, the “*Third Party Software*”). Except as set forth on Schedule 4.9 of the Disclosure Schedule, Purchaser shall not require any license to any Third Party Software in order for Purchaser to use, operate, market, sell, commercialize or otherwise exploit the Transferred Software as the Transferred Software had been used, operated, marketed, sold, commercialized or otherwise exploited by Seller immediately prior to the Closing. To Seller’s knowledge, a programmer of ordinary skill shall be able to modify, maintain, update and compile the source code version of the Transferred Software into the executable code version of the Transferred Software, including all formats previously distributed by the Seller. To the Seller’s knowledge, (i) except for bugs that arise in the ordinary course of development, testing and use of the Transferred Software, there are no material defects or material errors in the Transferred Software which would render the Transferred Software substantially inoperable for its intended purpose; and, (ii) the Transferred Software functions substantially in accordance with all specifications, documentation and other information provided by Seller to Purchaser. No source code for the Transferred Software has been disclosed to any Person (including any escrow agent), and no Person has received access to any such source code, other than employees and/or independent contractors of Seller who required access to such source code in connection with the development, enhancement or maintenance of the Transferred Software and who have agreed not to disclose the source code to third parties and not to use it for any purpose other than development, enhancement or maintenance of the Transferred Software. No current or former employee or independent contractor of Seller owns or has any interest in any of the Transferred Software. Except for employees and/or independent contractors of Seller who access such source code in connection with the development, enhancement or maintenance of the Transferred Software in the ordinary

course, Seller has no obligation to disclose or distribute to any third party any source code of the Transferred Software in the future, and has not entered into any agreement that could give rise to such an obligation under any circumstances or contingencies. No funding from any Governmental Entity was utilized in the development of any of the Transferred Software. Except as provided by applicable laws, rules and/or regulations, no Governmental Entity or third party has any ownership, license, right to use or right to restrict or control in any manner or any other right in or to any of the Transferred Software. Except for the Third Party Software, the Transferred Software does not include any Software licensed or purchased from any third party, and, except as set forth on Schedule 4.9 of the Disclosure Schedule, Seller does not have any obligation to pay any royalties or license fees with respect to such Third Party Software in connection with the sale, license, distribution, marketing or use of any of the Transferred Software. Except as set forth on Schedule 4.9 of the Disclosure Schedule, Seller does not have any written agreements with any third parties to maintain, modify, improve or upgrade any of the Transferred Software. There has been no unauthorized use, disclosure, infringement or misappropriation of any Transferred Software. Except as set forth on Schedule 4.9 of the Disclosure Schedule, Seller has not entered into any agreement to indemnify any other Person against any charge of infringement of any Intellectual Property.

(b) To Seller's knowledge, there are no facts that indicate a likelihood that Seller's sale, license, distribution, marketing or use of any of the Transferred Software infringes or violates any patent, trademark, service mark, copyright, trade secret or other Intellectual Property of any third party. Seller (i) has not, within the past three (3) years, received a written claim, and has not been sued or threatened with suit in any Legal Proceeding, which involves a claim that the Transferred Software infringes or violates of any patent, trademark, service mark, copyright, trade secret or other Intellectual Property of any third party, and (ii) is not aware of any current basis for a third party to bring any action, suit or proceeding for infringement or violation of any patent, trademark, service mark, copyright, trade secret or other Intellectual Property of such third party with respect to the Transferred Software.

4.10 Contracts. Except as set forth on Schedule 4.10 of the Disclosure Schedule, Seller is not a party to any customer Contract, third-party license or other Contract binding upon Seller that relates to the Purchased Assets in any way.

4.11 Compliance with Legal Requirements. Seller is not and has not been in violation of any applicable Legal Requirement of any Governmental Entity in respect of the conduct of its business or the ownership or use of the Purchased Assets.

4.12 Permits. Seller has all material franchises, permits, licenses, and any similar authority (the "*Permits*") necessary for the conduct of its business as now or previously conducted. Seller is not in default under any such Permit.

4.13 Environmental and Safety Laws. Seller is not in violation of any applicable Legal Requirement relating to the environment or occupational health and safety.

4.14 Title to Property and Assets. Except as set forth on Schedule 4.14 of the Disclosure Schedule: (i) Seller is the sole and lawful owner of the Purchased Assets, has possession of, and has good and valid title to, all the Purchased Assets to be transferred by Seller,

free and clear of all Encumbrances; (ii) the Purchased Assets are transferred by Seller to Purchaser at Closing, free and clear of all Encumbrances and (iii) upon completion of the Closing, Purchaser will be vested with good and valid title to all of the Purchased Assets, free and clear of all Encumbrances.

4.15 Real Property. Seller does not own any real property. Seller does not lease or license any real property other than pursuant to the Office License.

4.16 Liabilities. Except for Liabilities (i) on set forth on Schedule 4.16 of the Disclosure Schedule, (ii) identified as such or specifically reserved against the balance sheet of the Company dated July 31, 2013 (“*Most Recent Balance Sheet*”), (iii) incurred in the ordinary course of business consistent with past practice since the date of the Most Recent Balance Sheet, (iv) that are expressly required or permitted to be incurred by the terms of this Agreement, (v) arising under any Purchased Contract or under any Contract that is not required to be listed on Schedule 4.10 of the Disclosure Schedule and (vi) arising out of or relating to the Excluded Assets or the Seller Reorganization and Wind Down, Seller does not have any Liability, and, to its knowledge, there is no basis for assertion against Seller of any claim, liability or obligation, of any nature whatsoever.

4.17 Taxes.

(a) Seller has (i) duly and timely filed or caused to be filed with all appropriate Tax Authorities all Tax Returns required to be filed by or with respect to Seller, and each such Tax Return is true, correct and complete in all material respects, (ii) duly and timely paid all Taxes due to any Tax Authority from or with respect to Seller or the Purchased Assets, (iii) made all deposits required with respect to all Taxes, and (iv) kept all records that it is required to keep for Tax purposes, such records being available for inspection at the premises of Seller. Seller is not the subject of any extension to file a Tax Return that has not yet been filed. No audit or Legal Proceeding, or other examination regarding Taxes for which Seller may have any liability has been made or is currently pending against or with respect to Seller and Seller has not received any notice of any audit, suit, proceeding, investigation or other examination. There are no Tax liens on any assets of Seller.

(b) Seller is not, nor at any time has it been, a member of any consolidated group for Tax purposes nor has it filed a consolidated Tax Return with any applicable Tax Authority. Seller is not liable for any other Person’s Taxes for any reason, including under Treasury Regulation Section 1.1502-6 (or any similar provision of the United States, state, local or foreign Legal Requirements) as a transferee or successor, or by contract, or indemnity.

(c) Seller is not, nor at any time has it been, a party to any Tax sharing arrangement, Tax allocation agreement, Tax indemnity agreement, or similar contract or agreement (including any arrangement under which Tax losses or Tax reliefs are surrendered or claimed or agreed to be surrendered or claimed).

(d) Seller is not a foreign person within the meaning of Section 1445 of the Code.

4.18 Benefit Plans. Except as set forth on Schedule 4.18 of the Disclosure Schedule, neither Seller nor any Person that together with Seller would be treated as a single employer (an “*ERISA Affiliate*”) under the Code has established or maintains or is obligated to contribute to (a) any bonus, severance, stock option, or other type of incentive compensation plan, program, agreement, policy, commitment, contract or arrangement (written or, to its knowledge, oral), (b) any pension, profit-sharing, retirement or other plan, program or arrangement, or (c) any other employee benefit plan, fund or program, including those described in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“*ERISA*”) (individually, a “*Plan*” and collectively, the “*Plans*”). Neither Seller nor any ERISA Affiliate maintains or has ever maintained or contributed to any Plan subject to Title IV of ERISA.

4.19 Employees.

(a) Except as set forth on Schedule 4.19(a) of the Disclosure Schedule, Seller is not a party to any collective bargaining agreements, employment contracts, agreements for the services of independent contractors, severance, commission or bonus agreements or other agreements relating to compensation of any Person. Seller is and has been, in material compliance with all Legal Requirements relating to employment and employment practices, terms and conditions of employment and wages and hours, including any such Legal Requirements respecting minimum wage and overtime payments, employment discrimination, workers’ compensation, family and medical leave, the Immigration Reform and Control Act, and occupational safety and health requirements, and has not and is not engaged in any unfair labor practice.

(b) Schedule 4.19(b) of the Disclosure Schedule contains a complete list of the name and position of each current and former employee or consultant of Seller who contributed in any way to the development of the Transferred Software. Each such Person has executed a proprietary information and inventions agreement in substantially the form provided to Purchaser or a consulting or employment agreement containing similar provisions with respect to the assignment and protection of the Intellectual Property of Seller. True and correct copies of all such agreements have been provided to Purchaser. Except as set forth on Schedule 4.19(b), no former or current employee, officer or consultant of Seller has excluded works or inventions from his or her assignment of inventions pursuant to such employee’s or consultant’s proprietary information agreement, employment agreement or consulting agreement. Each Person classified by Seller as an independent contractor satisfies and has at all times satisfied the requirements of applicable Legal Requirements to be so classified.

(c) Prior to the Closing Date, Seller has terminated the employment of each of its employees and temporary employees, as well as the engagement of any of its independent contractors, all in accordance with all applicable Legal Requirements, and has paid all compensation due to any such person. Without limiting the generality of the foregoing, Seller has not violated the Worker Adjustment and Retraining Notification Act, as amended, or any similar applicable Legal Requirement.

4.20 Brokers. Seller has no contract, arrangement or understanding with any broker, finder or similar agent with respect to the transactions contemplated by this Agreement, and

Seller has no Liability for any brokerage or finders' fees or agents, commission or any similar charges in connection with this Agreement.

4.21 Insurance. Seller has insurance with third-party insurers against such losses and risks and in such amounts as is customary in the businesses in which Seller is or was engaged.

4.22 Bankruptcy; Insolvency.

(a) Seller has not (i) instituted proceedings under Bankruptcy Law; (ii) had a bankruptcy proceeding filed against it; (iii) filed a petition or answer of consent seeking reorganization under any bankruptcy or any similar law or similar statute; (iv) consented to the filing of any such petition; (v) had appointed a Custodian of it or any of its assets or property; (vi) made a general assignment for the benefit of creditors; (vii) admitted in writing its inability to pay its debts generally as they become due; (viii) within the meaning of the Bankruptcy Law, become insolvent; (ix) failed generally to pay its debts as they become due; (x) had unreasonably small assets in relation to the business of Seller; or (xi) taken any corporate action in furtherance of or to facilitate, conditionally or otherwise, any of the foregoing; except, with respect to (ix), (x) and (xi) above, to the extent related to the Seller Reorganization and Wind Down.

(b) The occurrence of the Closing and the transactions contemplated by this Agreement shall not cause Seller to, and as a result of the transactions contemplated by this Agreement Seller shall not be required to (i) institute proceedings under Bankruptcy Law; (ii) have a bankruptcy proceeding filed against it; (iii) file a petition or answer of consent seeking reorganization under any bankruptcy or any similar law or similar statute; (iv) consent to the filing of any such petition; (v) have appointed a Custodian of it or any of its assets or property; (vi) make a general assignment for the benefit of creditors; (vii) admit in writing its inability to pay its debts generally as they become due; (viii) within the meaning of the Bankruptcy Law, become insolvent; (ix) fail generally to pay its debts as they become due; (x) have unreasonably small assets in relation to the business of Seller; or (xi) take any corporate action in furtherance of or to facilitate, conditionally or otherwise, any of the foregoing; except, with respect to (ix), (x) and (xi) above, to the extent related to the Seller Reorganization and Wind Down.

(c) Seller is receiving reasonably equivalent value in exchange for the Purchased Assets. This Agreement and the transactions contemplated herein were not entered into with any intent to hinder, delay or defraud any entity to which Seller is, was or will be indebted. Upon payment of the Consideration, Seller and its board of directors believe in good faith, after careful consideration of available alternatives and information that the consideration to be paid by Purchaser to Seller pursuant to this Agreement was negotiated, willingly and without duress, at arm's length by and among the Parties hereto, each of which has been represented by counsel of its choosing, is fair to the Parties and their respective equity holders and creditors, and represents at least a reasonably equivalent value for the Purchased Assets.

(d) For the purposes of this Section 4.22, "**Bankruptcy Law**" means Title 11, U.S. Code, or any similar federal, state or foreign law for relief of debtors, and "**Custodian**" means any receiver, trustee, assignee, liquidator, sequestrator or similar official under any Bankruptcy Law.

4.23 Solvency. Seller is not insolvent, nor will Seller be rendered insolvent by any portion of the Transaction, except to the extent related to or arising out of the Seller Reorganization and Wind Down. As used in this Section 4.23, “insolvent” means that the sum of the debts and other known and, to its knowledge, probable Liabilities of Seller exceeds the present fair saleable value of Seller’s assets. Immediately after giving effect to the consummation of the Transaction, and except to the extent arising out of or related to the Seller Reorganization and Wind Down, (i) Seller will be able to pay its known and, to its knowledge, probable Liabilities, if any, as they become due in the usual course of its business, (ii) Seller will not have unreasonably small capital with which to conduct its present or proposed business, (iii) Seller will have assets (calculated at fair market value) that exceed its known Liabilities, and (iv) taking into account all pending and threatened litigation, final judgments against Seller in actions for money damages are not reasonably anticipated to be rendered at a time when, or in amounts such that, Seller will be unable to satisfy any such judgments promptly in accordance with their terms (taking into account the maximum probable amount of such judgments in any such actions and the earliest reasonable time at which such judgments might be rendered) as well as all other obligations of Seller. The cash available to Seller, after taking into account all other anticipated uses of the cash, subject to the Seller Reorganization and Wind Down, will be sufficient to pay all such debts and judgments promptly in accordance with their terms.

4.24 No Other Representations or Warranties. Except for the specific representations and warranties expressly set forth in this Article IV (as qualified by the Disclosure Schedules), none of the Seller, Key Manager or any of their respective Affiliates, representatives or agents makes any other representation or warranty, express or implied, with respect to the Seller, the Purchased Assets, or business, financial projections, assets, liabilities or operations of any of the foregoing, or any of the transactions contemplated by this Agreement, and the Seller hereby disclaims any other representations or warranties, whether made by the Seller, the Key Manager or any of their respective officers, directors, managers, employees, agents, representatives or Affiliates. Except for the specific representations and warranties contained in this Article IV (as qualified by the Disclosure Schedules), the Seller hereby disclaims all Liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Purchaser or its Affiliates or representatives (including any opinion, information, projection, or advice that may have been or may be provided to Purchaser by any officer, director, manager, employee, agent, representative or Affiliate of Seller or Key Manager or any of its Affiliates).

ARTICLE V REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller, as of the date hereof and as of the Closing Date, that:

5.1 Organization; Standing and Power. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to own, operate and lease its properties and to carry on its business as now being conducted.

5.2 Authorization. All action on the part of Purchaser and, as applicable, its officers, directors and stockholders necessary for the authorization, execution and delivery of this Agreement and the other Transaction Documents to which it is a party, the performance of all of its obligations hereunder and thereunder, have been taken or will be taken prior to the Closing. Purchaser has full power and authority to enter into this Agreement and the other Transaction Documents to which it is a party, and each such agreement constitutes a valid and legally binding obligation of Purchaser.

5.3 No Conflicts. The execution and delivery by Purchaser of this Agreement and each of the Transaction Documents to which it is a party does not, and the performance and consummation by Purchaser of the transactions contemplated hereby and thereby will not, (i) conflict with or result in a breach or violation of, or default under, or give rise to any right of acceleration or termination of, any of the terms, conditions or provisions of Purchaser's certificate of incorporation and bylaws, any note, bond, lease, license, agreement or other material instrument or obligation to which Purchaser is a party or by which Purchaser's assets or properties are bound; or (ii) violate any Legal Requirement applicable to Purchaser or any of Purchaser's assets or properties.

5.4 Consents and Approvals. No approval, consent, waiver or authorization of, or registration, declaration or filing with, exemption by or any notice to any Governmental Entity or other third party is required to be made, obtained or given by Purchaser (i) for or in connection with the valid execution and delivery by Purchaser of this Agreement or the other Transaction Documents to which it is a party or the consummation by Purchaser of the transactions contemplated hereby and thereby, (ii) for, or in connection with, the sale, transfer, assignment, conveyance, or delivery of the Purchased Assets to Purchaser, or (iii) as a condition to the legality, validity or enforceability as against Purchaser of this Agreement or the other Transaction Documents to which it is a party.

5.5 Brokers. Purchaser has no contract, arrangement or understanding with any broker, finder or similar agent with respect to the transactions contemplated by this Agreement, and Purchaser has no Liability for any brokerage or finders' fees or agents, commission or any similar charges in connection with this Agreement.

ARTICLE VI ADDITIONAL AGREEMENTS

6.1 Expenses, Transfer Taxes.

(a) Except as set forth herein, all costs and expenses incurred in connection with this Agreement and the Transaction Documents and the transactions contemplated hereby and thereby shall be paid by the Party incurring such expense.

(b) Seller shall bear and pay any and all sales, use, transfer and other Taxes arising out of the transfer of the Purchased Assets to Purchaser pursuant hereto (the "***Transfer Taxes***"). To the extent any Tax Authority provides notice to Purchaser of an audit of the Transfer Taxes, Purchaser shall promptly notify Seller or any successor thereto and Seller or any successor thereto shall promptly assume responsibility for such audit and shall bear and pay

when due any additional Transfer Taxes (plus interest and penalties determined to be due thereon) ultimately assessed with respect to the transfer of the Purchased Assets to Purchaser pursuant hereto.

6.2 Post-Closing Cooperation. The Parties shall cooperate with each other, and shall cause their Affiliates and their officers, employees, agents, auditors and representatives to cooperate with each other, to ensure the orderly transition of the Purchased Assets from Seller to Purchaser. After the Closing, upon reasonable written notice, Seller shall furnish or cause to be furnished to Purchaser and its employees, counsel, auditors and representatives access, during normal business hours, such information and assistance relating to the Purchased Assets (to the extent within the control of Seller) as is reasonably requested by Purchaser.

6.3 Public Disclosure. Seller agrees not to, directly or indirectly, issue any press release or other public statement relating to the terms of this Agreement or the transactions contemplated hereby.

6.4 Records. On the Closing Date or as soon as reasonably practicable thereafter, Seller shall deliver or cause to be delivered to Purchaser upon request of Purchaser all material original agreements, documents, books, records and files, including records and files stored on computer disks or tapes or any other storage medium, if any, in the possession of Seller relating to the Purchased Assets.

6.5 Restrictive Covenants.

(a) Seller and the Key Manager understand that Purchaser shall be entitled to protect and preserve the going concern value of the Purchased Assets to the extent permitted by law and that Purchaser would not have entered into this Agreement absent the provisions of this Section 6.5 and, therefore, Seller and the Key Manager agree that none of them will, and each of them shall cause each of their Affiliates not to, at any time following the Closing Date, directly or indirectly:

(i) cause, induce or attempt to cause or induce any customer, supplier, licensee, licensor, franchisee, employee, consultant or other business relation of Purchaser or its Affiliates to cease doing business with Purchaser or its Affiliates, to deal with any competitor of Purchaser or its Affiliates or in any way interfere with its relationship with Purchaser or its Affiliates; or

(ii) until the second anniversary of the Closing Date, solicit, hire, retain or attempt to solicit, hire or retain any employee or independent contractor of Purchaser or its Affiliates or in any way interfere with the relationship between Purchaser or its Affiliates and any of their respective employees or independent contractors.

(b) After the Closing Date, neither Seller, the Key Manager, nor any of their respective Affiliates, will at any time disparage Purchaser or its Affiliates or any of their respective stockholders, directors, officers, employees or agents.

(c) After the Closing Date, neither Seller, the Key Manager, nor any of their respective Affiliates, will at any time disclose to others, or use for its benefit or the benefit of others, any Proprietary Information.

(d) Seller acknowledges that the time, geographic and scope limitations under Section 6.5(a)(i) above are reasonable, especially in light of Purchaser's desire to protect and preserve the value of the Purchased Assets. The covenants contained in Section 6.5(a)(i) above shall be construed as a series of separate covenants, one for each city, state and country of any geographic area in the Territory. Except for geographic coverage, each such separate covenant shall be deemed identical in terms to the covenant contained in Section 6.5(a)(i). If, in any judicial proceeding, a court refuses to enforce any of such separate covenants (or any part thereof), then such unenforceable covenant (or such part) shall be eliminated from this Agreement to the extent necessary to permit the remaining separate covenants (or portions thereof) to be enforced. In the event the provisions of Section 6.5(a)(i) above are deemed to exceed the time, geographic or scope limitations permitted by applicable law, then such provisions shall be reformed to the maximum time, geographic or scope limitations, as the case may be, then permitted by such law.

(e) Notwithstanding any other provision of this Agreement, it is understood and agreed that the remedy of indemnity payments pursuant to Article VII and other remedies at law would be inadequate in the case of any breach of the covenants contained in Section 6.5(a). Purchaser shall be entitled to equitable relief, including the remedy of specific performance, with respect to any breach or attempted breach of such covenants. Seller acknowledges that it has entered into the non-competition covenants as a material inducement to Purchaser to consummate the transactions contemplated hereby.

(f) Notwithstanding any other provision of this Agreement, the restrictions set forth in Section 6.5(a) shall not apply to the Seller, the Key Manager or any of their respective Affiliates (i) being a passive owner of not more than 5% in the aggregate in a mutual fund or diversified investment company, (ii) being a passive owner of not more than 5% in the aggregate of an outstanding class of publicly traded securities or (iii) engaging in the activities relating to the Seller Reorganization and Wind Down or the Excluded Asset Activities. Other than as expressly set forth in this Section 6.5, nothing in this Section 6.5 shall be deemed or construed to limit the activity of Seller, the Key Manager or any of their respective Affiliates with respect to the Excluded Assets, the Seller Reorganization and Wind Down or the Excluded Asset Activities. None of the provisions of Sections 6.5(a) through (e) shall apply to any Creditor, even if any such Creditor is considered an "Affiliate" of the Seller whether as a result of the Seller Reorganization, or otherwise.

6.6 Further Assurances. The Parties agree to take such further actions and execute such other documents as may be reasonably required to fully effect the transactions contemplated by this Agreement and the other Transaction Documents and further secure to each Party the rights intended to be conferred hereby and the other agreements ancillary to the transactions contemplated hereby and thereby.

6.7 Corporate Name Change. Within 90 days following the Closing, Seller shall file those documents required to change its corporate or fictitious name, or any DBA name, to

one that does not use, alone or in combination with other words, the name “ProOnGo” or any derivation thereof.

6.8 Non-Competition of Employees. With respect to each of Seller’s prior employees or independent contractors that subsequently accept employment or engagement with Purchaser or any of its Affiliates, Seller hereby waives Seller’s rights with respect to any provision restricting such Person from engaging in such activities with Purchaser or any of its Affiliates.

6.9 Access and Record Retention. Seller shall permit authorized representatives of Purchaser, at all reasonable times after the Closing, access to offices, records and accounts which relate to the Purchased Assets for the purpose of obtaining any information necessary for the preparation and filing of any Tax Returns or other reports to any Governmental Entity for any period. Seller shall retain such records for a period of seven (7) years.

6.10 Confidentiality. Purchaser and its Affiliates and Seller (each, a “*Receiving Party*”) will, and will use commercially reasonable efforts to cause their respective Affiliates, employees, representatives and agents to, hold in strict confidence all Confidential Information of the other party (each, the “*Disclosing Party*”), unless compelled to disclose the same by judicial or administrative process or, in the opinion of counsel, by other Legal Requirements; provided, however, that in either such case the Receiving Party will provide the Disclosing Party with prompt prior notice thereof so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions hereof, the Receiving Party will furnish only that portion of Confidential Information which, in the advice of the Receiving Party’s counsel, is required, and the Receiving Party will exercise commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such of the disclosed Confidential Information as the Disclosing Party so designates. The Receiving Party will not otherwise disclose Confidential Information to any Person, except with the prior written consent of the Disclosing Party. In the event that the transactions contemplated herein are not consummated or this Agreement is terminated, the Receiving Party will promptly return all Confidential Information to the Disclosing Party.

For the purposes hereof, “Confidential Information” means all information of any kind concerning the Disclosing Party or any of its Affiliates, obtained directly or indirectly from the Disclosing Party or any of its Affiliates, employees, representatives or agents in connection with the transactions contemplated hereby, except information (a) ascertainable or obtained from public or published sources, (b) received from a third party not known by the Receiving Party to be under an obligation to keep such information confidential, (c) which is or becomes known to the public (other than through a breach of this Agreement), (d) which was in the Receiving Party’s possession prior to disclosure thereof to the Receiving Party and which was not subject to any obligation to keep such information confidential, or (e) information which is independently developed by the Receiving Party without reference to the Confidential Information. The Receiving Party recognizes that any breach of the provisions of this Section would result in irreparable harm to the Disclosing Party and its Affiliates and, therefore, that the Disclosing Party will be entitled to an injunction to prohibit any such breach or anticipated breach, without

the necessity of posting a bond, cash or otherwise, in addition to all of its other legal and equitable remedies.

Notwithstanding the foregoing, the Receiving Party may retain a single copy of the Confidential Information for legal and archival purposes only. Additionally, nothing in this Section shall require the Receiving Party to return, destroy or delete any Confidential Information or information relating thereto, including any copies thereof, which it is required by law to maintain or which may have been captured as part of its normal data security and data retrieval processes.

ARTICLE VII INDEMNIFICATION

7.1 Survival of Representations and Warranties. The representations and warranties contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closing for a period of eighteen (18) months following the Closing (except in the case of fraud or intentional breach, in which case the representations and warranties shall survive indefinitely); provided, however, that (i) the representations and warranties contained in Sections 4.1, 4.2, 4.3, 4.4, 4.5, 4.14, 4.16 and 4.20 and the obligation to indemnify pursuant to this Article VII hereof shall survive indefinitely and (ii) the representations and warranties contained in Sections 4.17 and 4.18, shall survive for the duration of their applicable statute of limitations (the representations and warranties described in the foregoing clauses (i) and (ii), the “*Fundamental Representations*”); provided further, however, that any claim that is properly asserted in writing pursuant to this Article VII prior to the expiration of the applicable survival period of the representation or warranty that is the basis for such claim as provided in this Section 7.1 shall survive until such claim is finally resolved and satisfied.

7.2 Indemnification.

(a) Indemnification by Seller and Creditor. From and after the Closing, Seller and each Creditor (each a “*Seller Indemnitor*”), jointly and severally, shall indemnify, defend and hold harmless, and agree to compensate and reimburse, Parent, Purchaser and each of their respective directors, officers, employees, Affiliates, stockholders, creditors, agents, advisors and assigns (each a “*Purchaser Indemnitee*” and, collectively, the “*Purchaser Indemnitees*”) from and against any and all claims, demands, actions, causes of actions, losses, costs, direct damages, liabilities and expenses, including reasonable legal fees and costs (the “*Losses*”), which are directly suffered or incurred by any of the Purchaser Indemnitees or to which any of the Purchaser Indemnitees may otherwise become subject (regardless of whether or not such Losses relate to any third-party claim) and which arise from or as a result of, or are directly connected with:

- (i) any breach or inaccuracy of any representation or warranty by Seller or Creditor in this Agreement or any Transaction Document;
- (ii) Seller’s or Creditor’s failure to perform any covenant or obligation under this Agreement or any Transaction Document;
- (iii) the use of the Purchased Assets prior to the Closing;

- (iv) any of the Excluded Assets or Excluded Liabilities;
- (v) any noncompliance with applicable bulk sales or fraudulent transfer laws, statutes, rules, regulations or orders in connection with the Transaction;
- (vi) any Taxes imposed upon Purchaser or Seller with respect to the Purchased Assets, with respect to any taxable period, or portion thereof, ending on or before the Closing Date; and
- (vii) any fraud or intentional misrepresentation arising in connection with the transactions contemplated by this Agreement.

(b) Indemnification by Purchaser. From and after the Closing, Purchaser (the “*Purchaser Indemnitor*”) shall indemnify, defend and hold harmless, and agree to compensate and reimburse, Seller and its directors, officers, employees, Affiliates, stockholders, creditors, agents, advisors and assigns (each a “*Seller Indemnitee*” and, collectively, the “*Seller Indemnitees*”) from and against any and all Losses which are directly or indirectly suffered or incurred by any of the Seller Indemnitees or to which any of the Seller Indemnitees may otherwise become subject (regardless of whether or not such Losses relate to any third-party claim) and which arise from or as a result of, or are directly or indirectly connected with:

- (i) any breach or inaccuracy of any representation or warranty by Purchaser in this Agreement or in any document delivered in connection with this Agreement or any Transaction Document;
- (ii) Purchaser’s failure to perform any covenant or obligation under this Agreement or in any Transaction Document;
- (iii) the Assumed Liabilities and the Purchased Contracts; and
- (iv) the ownership and use of the Purchased Assets following the Closing.

7.3 Limitations on Indemnification

(a) For purposes of this Article VII, the amount of any Losses (but not the existence of a breach) shall be determined without giving effect to any materiality or similar qualification contained in any representation, warranty or covenant herein.

(b) The Parties will, to the extent permitted by applicable Legal Requirements, treat any payment or receipt of Losses or indemnification under this Article VII as an adjustment to the Consideration for all Tax purposes. If there is a determination by the IRS that any such payment, receipt or indemnification is taxable to a Purchaser Indemnitee, Purchaser Indemnitee shall be entitled to such additional amounts as will result in Purchaser Indemnitee receiving, on an after-Tax basis, the amount of the Losses to which it is entitled.

(c) Purchaser Indemnitees shall not be entitled to indemnification under Section 7.2(a)(i) until the aggregate amount of Losses for which the Purchaser Indemnitees are

entitled to indemnification thereof exceeds \$35,000 (the “*Deductible*”), at which point the Purchaser Indemnitees shall be entitled to indemnification for all Losses exceeding the Deductible; provided, however, that the foregoing limitation shall not apply with respect to Claims based upon, related to, arising out of or caused by any breach or failure of any Fundamental Representations or as set forth in Section 7.4 below.

(d) The aggregate amount required to be paid by Seller and Creditors pursuant to this Article VII shall not exceed the Fair Market Value of the Common stock (as defined below) that had been issued to Creditors under the Restricted Stock Issuance and Pledge Agreement, which amount is subject to Section 7.5 below; provided, however, that, with respect to Seller, the foregoing limitation shall not apply with respect to Claims as set forth in Section 7.4 below.

(e) Notwithstanding anything else in this Agreement to the contrary, except to the extent awarded to a non-Affiliate third party in any third-party claim contemplated by Section 7.7 below as part of any finding, judgment, ruling or order entered therein, Losses, in each case whether or not the possibility of any damages constituting such Losses have been disclosed to any Person in advance or could have been reasonably foreseen by such Person, shall not include any special, indirect, consequential, exemplary, or punitive damages, any damages associated with any lost profits or lost opportunities or similar calculations of damages, or loss of future revenue, income or profits, diminution of value or loss of business reputation. In no event shall “Losses” be calculated based on any “multiple of lost earnings,” “multiple of profits” or “multiple of cash flow” or similar methods used to value the equity of an entity.

(f) Without limiting the effect of any other limitation contained in this Article VII, for purposes of computing the amount of any Losses incurred by any Purchaser Indemnitee or Seller Indemnitee under this Article VII for which such Person would otherwise be entitled to receive indemnification payments under this Article VII, there shall be deducted an amount equal to the amount of any insurance proceeds, indemnification payments, contribution payments or reimbursements (net of reasonable collection costs) actually received by any such Purchaser Indemnitee or Seller Indemnitee, as applicable, with respect to the claim for which indemnification is sought hereunder (it being understood each Purchaser Indemnitee or Seller Indemnitee, as applicable, shall use commercially reasonable efforts to obtain such proceeds, payments or reimbursements, in each case to the extent available to such Person, prior to seeking indemnification under this Article VII, provided that nothing herein shall be deemed to obligate any Purchaser Indemnitee or Seller Indemnitee or any of its Affiliates to maintain any insurance policies after the Closing Date or sue any insurance carriers or other third parties with respect to any such claim).

(g) Upon any Purchaser Indemnitee or Seller Indemnitee, as applicable, becoming aware of any claim as to which indemnification may be sought by such Person pursuant to this Article VII such Person shall take commercially reasonable efforts to mitigate such Losses to the extent required by applicable Legal Requirements.

7.4 Fraud or Intentional Misrepresentation. Notwithstanding anything else to the contrary in this Article VII, in the event of fraud or intentional misrepresentation, Seller Indemnitors shall be jointly and severally liable for all Losses suffered by Purchaser

Indemnitees, and Purchaser shall be liable for all Losses suffered by Seller Indemnitees, as applicable, as a direct result of such fraud or intentional misrepresentation without regard to any limitation on the size or age of the Claim.

7.5 Satisfaction of Indemnification Claim. Subject to the limitations set forth in Section 7.3, all Claims by Purchaser Indemnitees for indemnification pursuant to this Article VII shall be satisfied solely as follows: (i) first by payment by Seller via wire transfer of immediately available funds to Purchaser, as agent for the Purchaser Indemnitees, and (ii) then, if such funds are insufficient to satisfy all such Losses, from the transfer from Creditors to Purchaser of such number of shares of common stock, par value \$0.001 (the “*Common Stock*”) of Parent that had been issued to Creditors under the Restricted Stock Issuance and Pledge Agreement as are equal in value to the unsatisfied amount of such Claims. The indemnification obligations of Seller and each Creditor hereunder are secured by a pledge of the Common Stock owned by Creditors to Purchaser pursuant to the Restricted Stock Issuance and Pledge Agreement. For purposes of the transfer of shares of Common Stock by Creditors to Purchaser under the pledge set forth in the Restricted Stock Issuance and Pledge Agreement or otherwise for purposes of satisfying indemnification claims under this Article VII, such shares of Common Stock shall be valued at the Fair Market Value thereof on the date any applicable Claim is made by Purchaser.

7.6 Indemnification Procedure.

(a) If a Purchaser Indemnitee wishes to assert a claim (a “*Claim*”) for indemnification pursuant to this Article VII, Purchaser shall deliver to Seller, as agent for all Seller Indemnitors, a certificate signed by an officer of Purchaser (a “*Purchaser Claim Certificate*”) providing notice of such claim and specifying in reasonable detail the manner in which the Claim was paid, incurred or otherwise arose, and the nature of the matter to which such Claim is related. If Seller disputes the Claim, Seller shall provide Purchaser with a notice of such disagreement (a “*Notice of Objection*”) within ten (10) days of the receipt from Seller of such Purchaser Claim Certificate. Thereupon, Purchaser and Seller will, during the forty-five (45) day period following delivery of such Notice of Objection, negotiate in good faith to resolve their differences with respect to the Claim. If the dispute is not resolved within such forty-five (45) day period, Seller and Purchaser shall discuss in good faith the submission of the dispute to mediation, and in the absence of an agreement by Seller and Purchaser to such mediation, such dispute shall be resolved in a state or federal court sitting in the Eastern District of Pennsylvania. Upon resolution of the dispute, by agreement of the Parties, mediation or litigation, the final Claim amount, if any, shall be paid to Purchaser in accordance with the provisions of Section 7.5. If Seller notifies Purchaser that it does not dispute the Claim described in the Purchaser Claim Certificate or fails to notify Purchaser within ten (10) days after delivery of such Purchaser Claim Certificate by Purchaser that Seller disputes the Claim described in such Purchaser Claim Certificate, the Losses in the amount specified in such Purchaser Claim Certificate will be conclusively deemed a Liability of Seller and the amount shall be paid in accordance with the provisions of Section 7.5.

(b) If a Seller Indemnitee wishes to assert a Claim for indemnification pursuant to this Article VII, Seller shall deliver to Purchaser, as agent for all Purchaser Indemnitors, a certificate signed by an officer of Seller (a “*Seller Claim Certificate*”) providing notice of such claim and specifying in reasonable detail the manner in which the Claim was paid,

incurred or otherwise arose, and the nature of the matter to which such Claim is related. If Purchaser disputes the Claim, Purchaser shall provide Seller with a Notice of Objection within ten (10) days of the receipt from Seller of such Seller Claim Certificate. Thereupon, Seller and Purchaser will, during the forty-five (45) day period following delivery of such Notice of Objection, negotiate in good faith to resolve their differences with respect to the Claim. If the dispute is not resolved within such forty-five (45) day period, Purchaser and Seller shall discuss in good faith the submission of the dispute to mediation, and in the absence of an agreement by Purchaser and Seller to such mediation, such dispute shall be resolved in a state or federal court sitting in the Eastern District of Pennsylvania. Upon resolution of the dispute, by agreement of the Parties, mediation or litigation, the final Claim amount shall be satisfied by payment by any Purchaser Indemnitor via wire transfer of immediately available funds to Seller as agent for the Seller Indemnitees. If Purchaser notifies Seller that it does not dispute the Claim described in the Seller Claim Certificate or fails to notify Seller within ten (10) days after delivery of such Seller Claim Certificate by Seller that Purchaser disputes the Claim described in such Seller Claim Certificate, the Losses in the amount specified in such Seller Claim Certificate will be conclusively deemed a Liability of Purchaser and shall be satisfied by payment by any Purchaser Indemnitor via wire transfer of immediately available funds to Seller as agent for Seller Indemnitees.

7.7 Defense of Third Party Claims. In the event an Indemnified Party becomes aware of a third-party Claim which such Indemnified Party believes may result in a claim for Losses by or on behalf of such Indemnified Party during the applicable period set forth in Section 7.1, the Indemnified Party shall promptly notify the Indemnifying Party of such third-party Claim; provided, however, that the failure of the Indemnified Party to promptly give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent the Indemnifying Party shall have been prejudiced as a result of such failure. The Indemnifying Party shall have the right in its sole discretion to conduct the defense of and to settle or resolve any such claim with counsel reasonably satisfactory to the Indemnifying Party. If the Indemnifying Party does not so assume control of the defense of a third party Claim, the Indemnified Party shall control such defense. The Indemnifying Party shall be liable for the reasonable fees and expenses of counsel employed by the Indemnified Party for any period during which the Indemnifying Party has not assumed the defense thereof. The non-controlling Party may participate in such defense at its own expense. The non-controlling party shall furnish the controlling party with such information as it may have with respect to such third-party Claim and shall otherwise cooperate with and assist the controlling party in the defense of such third-party Claim. The Indemnifying Party shall not agree to any settlement of, or the entry of any judgment arising from, any third-party action without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that the consent of the Indemnified Party shall not be required if the Indemnifying Party agrees in writing to pay any amounts payable pursuant to such settlement or judgment and such settlement or judgment includes a complete release of the Indemnified Party from further liability and has no other adverse effect on the Indemnified Party. The Indemnified Party shall not agree to any settlement of, or the entry of any judgment arising from, any third-party action without the prior written consent of the Indemnifying Party, which shall not be unreasonably withheld, conditioned or delayed. For the purpose of this Section 7.7, (i) “**Indemnified Party**” shall mean a party entitled, or seeking to assert rights, to indemnification under this Article VII; provided, however, that if such party is a Seller Indemnitee other than Seller, Seller shall be the

Indemnified Party for the purpose of this Section 7.7, and (ii) “*Indemnifying Party*” shall mean the party from whom indemnification is sought by the Indemnified Party under this Article VII; provided, however, that if such party is a Seller Indemnitee other than Seller, Seller shall be the Indemnifying Party for the purpose of this Section 7.7.

7.8 Exclusive Remedies. The indemnification provided in this Article VII shall be the exclusive right and remedy available to a Person indemnified thereunder in respect of any breach of any representations, warranties, covenants or agreements under this Agreement or any other dispute arising out of or in connection with this Agreement and the transactions contemplated hereby, except for claims based on fraud or intentional misrepresentation (it being understood that nothing in this Section 7.8 or elsewhere in this Agreement will affect a Party’s rights to equitable remedies or specific performance in cases of claims based on fraud or intentional misrepresentation only). Nothing in this Section 7.8 shall limit (i) any Person’s right to seek and obtain any equitable relief to which any Person shall be entitled or to seek any remedy on account of any party’s fraudulent, criminal or intentional misconduct or (ii) rights hereunder to injunctive where expressly provided under this Agreement.

ARTICLE VIII RELEASE

8.1 General Release. Each Creditor hereby acknowledges and agrees that Purchaser is acquiring the Purchased Assets in accordance with this Agreement free and clear of all liabilities, other than the Assumed Liabilities. In consideration for the Common Stock that has been issued to Creditors under the Restricted Stock Issuance and Pledge Agreement, each Creditor hereby releases and discharges Purchaser and its affiliates, parents, subsidiaries, successors and predecessors, and all of their employees, agents, shareholders, officers, directors, and trustees, from any and all claims and/or causes of action, known or unknown, which it may have or could claim against Purchaser related to the Purchased Assets, except for claims under this Agreement, the Restricted Stock Issuance and Pledge Agreement or any of the other Transaction Documents.

ARTICLE IX MISCELLANEOUS

9.1 Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any Party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. This Agreement may not be assigned by any Party without the prior written consent of other Parties; provided, however that, without such consent, Purchaser may transfer or assign this Agreement, in whole or in part or from time to time, to one or more of its Affiliates.

9.2 Governing Law. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles that would result in the application of the substantive law of any other jurisdiction. The Parties

hereby irrevocably (a) submit themselves to the exclusive jurisdiction of the state and federal courts sitting in the Eastern District of Pennsylvania, and (b) waive the right and hereby agree not to assert by way of motion, as a defense or otherwise in any action, suit or other legal proceeding brought in any such court, any claim that it, he or she is not subject to the jurisdiction of such court, that such action, suit or proceeding is brought in an inconvenient forum or that the venue of such action, suit or proceeding is improper. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

9.3 Interpretation of Drafting. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden or proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement, nor shall comparisons to prior unexecuted drafts of this Agreement be admissible as evidence of intent or interpretation. Unless the context of this Agreement clearly requires otherwise, (a) references to the plural include the singular, the singular the plural, the part the whole, (b) references to any gender include all genders, (c) “including” has the inclusive meaning frequently identified with the phrase “but not limited to” and (d) references to “hereunder,” “herein” or similar phrases relate to this Agreement.

9.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.5 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

9.6 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or mailed by registered or certified mail (return receipt requested) or sent via facsimile (with confirmation of receipt) to the Parties at the address for each Party set forth herein (or at such other address for a Party as shall be specified by like notice):

If to Seller:

Mobile Insight QuickLabs, LLC
c/o Phillip Leslie
870 Churchill Court
Barrington, Illinois 60010
Telephone: 312-622-3088

with a copy (which shall not constitute notice) to:

Levenfeld Pearlstein, LLC

2 N. LaSalle Street, Suite 1300
Chicago, Illinois 60602
Attn.: Steven Weiss and Robert Connolly
Telephone: 312-346-8380
Facsimile: 312-346-8434

If to Creditors, then as set forth in the Restricted Stock Issuance and Pledge Agreement.

with a copy (which shall not constitute notice) to:

Mobile Insight QuickLabs, LLC
c/o Phillip Leslie
870 Churchill Court
Barrington, Illinois 60010
Telephone: 312-622-3088

If to Purchaser:

Neat Acquisition Company, Inc.
c/o The Neat Company, Inc.
1601 Market Street
Suite 3500
Philadelphia, PA 19103
Attn: Chief Executive Officer
Telephone: 267-270-4123
Facsimile: 215-893-4851

with a copy (which shall not constitute notice) to:

Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921
Attn: Andrew Hamilton
Telephone: 215-963-4837
Facsimile: 215-963-5001

Notice given by personal delivery, courier service or mail shall be effective upon actual receipt. Notice given by facsimile shall be confirmed by appropriate answer back and shall be effective upon receipt of such confirmation if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. Any Party may change any address to which notice is to be given to it by giving notice as provided above of such change of address.

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this Section 9.6 if sent with return receipt requested to the electronic mail address specified by the receiving Party in this Section 9.6 or in a signed writing in a non-electronic

form. Electronic Notice shall be deemed received at the time the Party sending Electronic Notice receives verification of receipt by the receiving Party. Any Party receiving Electronic Notice may request and shall be entitled to receive notice on paper, in a non-electronic form (“*Non-Electronic Notice*”), which shall be sent to the requesting Party within ten (10) days of receipt of the written request for Non-Electronic Notice.

9.7 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of all the Parties. Any amendment or waiver effected in accordance with this Section 9.7 shall be binding upon all the Parties.

9.8 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

9.9 Entire Agreement. This Agreement (including the schedules and exhibits hereto), and the documents and certificates delivered in connection with the Closing constitute the entire agreement among the Parties relating to the subject matter hereof and thereof, and supersedes all prior agreements between the Parties with respect to is subject matters. No Party shall be liable or bound to any other Party in any manner by any warranties, representations, or covenants except as specifically set forth herein or therein.

9.10 Knowledge. In this Agreement, the words “aware,” “knowledge” or similar words, expressions or phrases means, (i) with respect to Seller, the actual knowledge of the Key Manager, and (ii) with respect to any other Party, such Party’s actual knowledge after reasonable inquiry of officers, directors and other employees of such Party reasonably believed to have knowledge of the relevant matters.

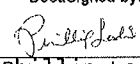
9.11 Telecopy Execution and Delivery. A facsimile, telecopy, .pdf, or other reproduction of this Agreement may be executed by one or more Parties to this Agreement, and an executed copy of this Agreement may be delivered by one or more Parties to this Agreement by facsimile, electronic mail, or similar electronic transmission device pursuant to which the signature of or on behalf of such Party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Party has executed this counterpart signature page to this Asset Purchase Agreement as of the date first above written.

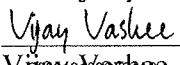
SELLER:

ProOnGo LLC

DocuSigned by:
By: 
Name: Phillip Pedzessie
Title: CEO

Solely for purposes of Article VII and Article VIII hereof:

CREDITOR:

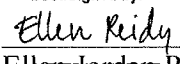
DocuSigned by:

Vijay Vashee

CREDITOR:


DocuSigned by:

Roger Blume

CREDITOR:

DocuSigned by:

Ellen Reidy

CREDITOR:

DocuSigned by:

Robert Gowney

*-Signatures Continue on Following Page-
[Signature Page to Asset Purchase Agreement]*

CREDITOR:

GROWNEY VENTURES LLC

DocuSigned by:
By: Robert Growney
Name: Robert Growney
Title: Manager

CREDITOR:

CRAIG J. DUCHOSSOIS REVOCABLE TRUST U/A/D 9/11/1989

DocuSigned by:
By: Craig J. Duchossois
Name: Craig J. Duchossois
Title: Trustee

PURCHASER:

Neat Acquisition Company, Inc.

By: _____
Name: _____
Title: _____

Solely for purposes of Section 6.5 hereof:

DocuSigned by:
Philip Leslie
Philip Leslie

CREDITOR:

GROWNEY VENTURES LLC

By: _____
Name: _____
Title: _____


CREDITOR:

**CRAIG J. DUCHOSSOIS REVOCABLE
TRUST U/A/D 9/11/1989**

By: _____
Name: _____
Title: _____

PURCHASER:

Neat Acquisition Company, Inc.

By:  _____
Name: Jim Foster
Title: President

Solely for purposes of Section 6.5 hereof:

Phillip Leslie

SCHEDULE I

Definitions

Certain Definitions. For purposes of this Agreement, the terms below have the following definitions:

“*Affiliate*” means (i) with respect to an individual, any member of such individual’s family; (ii) with respect to an entity (other than a trust), any officer or director of, or stockholder, member, partner, investor or other Person who is the beneficial owner of 10% or more of the outstanding equity securities of, such entity or of any Affiliate of such entity; (iii) with respect to an individual as trustee, the trust of which such individual is the trustee, any beneficiary of such trust and any successors, heirs, executors, administrators and assigns of such beneficiary; and (iv) with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with such Person or entity.

“*Agreement*” is defined in the Preamble.

“*Bankruptcy Law*” is defined in Section 4.22(d).

“*Cash Consideration*” is defined in Section 3.1(a).

“*Claim*” is defined in Section 7.6(a).

“*Closing*” is defined in Section 2.4(a).

“*Closing Date*” is defined in Section 2.4(a).

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

“*Common Stock*” is defined in Section 7.5.

“*Competitive Activities*” is defined in Section 6.5(a)(i).

“*Consideration*” is defined in Section 3.1(a).

“*Contract*” means any written contract, agreement, lease, instrument, license, or other document or commitment, arrangement, undertaking, practice or authorization that is binding on any Person or its property under any applicable Legal Requirements.

“*Control*” (including the terms “*Controlled by*” and “*under common Control with*”) means, as used with respect to any Person, possession of power or authority (directly or indirectly or as a trustee or executor) to direct or cause the direction of management or policies of such Person (whether through ownership of voting securities, as trustee or executor, by contract or otherwise).

“*Creditor*” is defined in the Preamble.

“*Custodian*” is defined in Section 4.22(d).

“*Deductible*” is defined in Section 7.3(c).

“*Disclosure Schedule*” is defined in Article IV.

“*Electronic Notice*” is defined in Section 9.6.

“*Embedded Software*” is defined in Section 4.8(a).

“*Encumbrances*” means liens, claims, charges, security interests, pledges, reversions, preferential arrangements, conditions, restrictions (including any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership), equities and encumbrances of any kind.

“*ERISA*” is defined in Section 4.18.

“*ERISA Affiliate*” is defined in Section 4.18.

“*Excluded Assets*” is defined in Section 2.3.

“*Excluded Liabilities*” is defined in Section 2.4.

“*Fair Market Value*” means the fair market value of a share of Parent’s Common Stock, as reasonably determined in good faith by Parent’s board of directors, without reducing such value for any minority discount or discount because of a lack of liquidity.

“*Financial Statements*” is defined in Section 4.6.

“*Governmental Entity*” means the United States, any state or other political subdivision thereof and any other foreign or domestic Person exercising or having the authority to exercise executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of the United States or any foreign Person, any state of the United States or any political subdivision of any of the foregoing.

“*Indemnified Party*” is defined in Section 7.7.

“*Indemnifying Party*” is defined in Section 7.7.

“*Instruments of Transfer*” means bills of sale, assignments, endorsements and other instruments and documents, assignments of any intellectual property, and any other documents reasonably requested by Purchaser to effect the transactions contemplated by this Agreement.

“*Intellectual Property*” means all forms of legal rights and protections in any country of the world, including all right, title and interest arising under common and statutory law to all (i) letters patents, provisional patent applications, design patents, PCT filings and other rights to inventions and designs; (ii) trade secret and equivalent rights in confidential or Proprietary Information, ideas and know-how; (iii) copyrights, mask works, moral rights or other literary

property or authors rights; (iv) rights regarding trade names, logos, domain names, URLs, trademarks, service marks and other proprietary indicia or addresses and all goodwill associated therewith; (v) any similar, corresponding or equivalent rights relating to intangible intellectual property; and (vi) all applications, registrations, issuances, divisions, continuations, renewals, reissuances and extensions of the foregoing. Examples of Intellectual Property include without limitation ideas, procedures, processes, systems, methods, concepts, principles, discoveries, art, machines, manufactures, compositions or matter, materials, improvements, formulas, patterns, devices, compilations, information, lists (including but not limited to customer and supplier lists), articles, codes, programs, techniques, apparatus, algorithms, designs, circuitry, hardware, firmware, schematics, diagrams, technology, inventory, products, networks, data, plans (including but not limited to financial, business, marketing, technical and product plans), libraries, media, pictorial works, graphic works, audiovisual works, computer interfaces, computer languages, computer protocols, Internet keywords, Internet sites, development tools, and tangible or intangible proprietary rights or information or material, irrespective of whether patentable.

“**IRS**” means the U.S. Internal Revenue Service.

“**Key Manager**” means Phillip Leslie.

“**Legal Proceeding**” is defined in Section 4.8.

“**Legal Requirement**” means any federal, state, local, municipal, foreign, international, multinational, or other administrative order, constitution, law, ordinance, principle of common law, regulation, statute or treaty.

“**Liability**” or “**Liabilities**” means any and all direct or indirect liability, indebtedness, obligation, expense, fine, penalty, Loss, damage of any kind, or other expense, guaranty or endorsement of or by any Person or entity, fixed or unfixed, choate or inchoate, absolute, actual or potential or contingent, known or unknown, accrued or unaccrued, due or to become due, liquidated or unliquidated, secured or unsecured.

“**Losses**” is defined in Section 7.2(a).

“**Non-Electronic Notice**” is defined in Section 9.6.

“**Notice of Objection**” is defined in Section 7.6.

“**Office License**” means the 1871 Reserved Co-Working License Agreement between Seller and 1871.

“**Organizational Documents**” means a Person’s certificate or articles of incorporation or organization, certificate defining the rights and preferences of securities, articles of organization, general or limited partnership agreement, operating agreement, limited liability company agreement, certificate of limited partnership, joint venture agreement, stockholders’ agreement or similar documents governing the entity.

“**Proprietary Information**” means all confidential or proprietary information of Seller, Purchaser, or their respective Affiliates, relating to the Purchased Assets, including any Intellectual Property or Software owned by Seller and included in the Purchased Assets.

“**Parent**” is defined in the Preamble.

“**Party**” or “**Parties**” is defined in the Preamble.

“**Permits**” is defined in Section 4.12.

“**Person**” means an individual, corporation, partnership, limited liability company, joint venture, trust, trustee, unincorporated organization or other entity, including a Governmental Entity.

“**Plan**” or “**Plans**” is defined in Section 4.18.

“**Programming Environments**” is defined in Section 4.9(a).

“**Purchased Assets**” is defined in the Recitals.

“**Purchased Contracts**” means that portion of the Purchased Assets identified under the heading “Purchased Contracts” on Schedule II hereof.

“**Purchaser**” is defined in the Preamble.

“**Purchaser Claim Certificate**” is defined in Section 7.6(a).

“**Purchaser Indemnitee**” or “**Purchaser Indemnitees**” is defined in Section 7.2(a).

“**Purchaser Indemnitor**” is defined in Section 7.2(b).

“**Restricted Stock Issuance and Pledge Agreement**” is defined in Section 2.5(b)(vii).

“**Seller**” is defined in the Preamble.

“**Seller Claim Certificate**” is defined in Section 7.6(b).

“**Seller Indemnitee**” or “**Seller Indemnitees**” is defined in Section 7.2(b).

“**Seller Indemnitor**” is defined in Section 7.2(a).

“**Software**” means any computer programs, software, statements or instructions of any nature whatsoever to be used directly or indirectly in a computer in order to bring about a certain result, in all formats (including source code, executable code and object code), stored or embedded in any manner (including firmware), including without limitation all systems software, all applications software, whether for general business usage (e.g., accounting, finance, word processing, graphics, spreadsheet analysis, etc.) or specific, unique-to-the-business usage (e.g., purchase or service order processing, etc.), all computer operating, security or

programming software, and all firmware, and any and all documentation, specifications, flow charts and other information related thereto.

“**Tax**” or “**Taxes**” (and with correlative meaning, Taxation) means any tax and any duty, impost, levy custom, fee, or government charge or other like assessment, (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any Government Entity or other taxing authority, including corporation tax, Income Tax, alternative minimum tax, national insurance and social security contributions, capital gains tax, inheritance tax, development land tax, value added tax, customs, excise and import duties, franchise tax, windfall or other profits taxes, gross receipts tax, property tax, real estate transfer tax, sales tax, use tax, license taxes, transaction taxes, occupation taxes, capital stock tax, payroll tax, employment tax (including any obligation of an employer to deduct payments on earnings), worker’s compensation, unemployment compensation, net worth tax, taxes in the nature of withholding, ad valorem tax, stamp tax, transfer tax, estimated tax, or gains taxes, and any deferred Taxation.

“**Tax Authority**” means a Governmental Entity having jurisdiction over the assessment, determination, collection, or other imposition of any Tax.

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

“**Territory**” is defined in Section 6.5(a)(i).

“**Third Party Software**” is defined in Section 4.9(a).

“**Treasury Regulations**” means the regulations promulgated by the United States Treasury Department under the Code.

“**Transaction**” is defined in the Recitals.

“**Transaction Documents**” means this Agreement, the Restricted Stock Issuance and Pledge Agreement and any other documents and instruments required to be delivered at the Closing pursuant hereto or thereto.

“**Transfer Taxes**” is defined in Section 6.1(b).

“**Transferred Software**” is defined in Section 4.9(a).

SCHEDULE II

Creditor Debt Assumption by the Purchaser

Creditor	Debt Assumption (\$)
Craig J. Duchossois Revocable Trust u/a/d 9/11/89	\$276,731.29
Robert Growney	\$246,871.70
Growney Ventures LLC	\$215,114.38
Roger Blume	\$82,305.70
Vijay Vashee	\$81,720.04
Ellen Jordan Reidy	47,256.88

SCHEDULE III

Purchased Assets

(see attached)

SCHEDULE III

Purchased Assets

The “Purchased Assets” are all of Seller’s assets related to the “ProOnGo Expense” and “ProOnGo Card Reader” Software (individually and collectively, the “Transferred Software”), wherever located, including, without limitation:

(a) All of Seller’s Intellectual Property related to the Transferred Software, which includes, without limitation:

(i) All intellectual property rights and proprietary rights of Seller relating to the Transferred Software, including, without limitation, all know-how, designs, patents, patent applications, unpatented inventions and discoveries, improvements, derivatives, copyrights, copyright applications, trademarks and trademark applications, marks and logos (whether or not registered), prototypes, trade secrets, domain names, e-mail addresses, customer lists, mailing lists, software code (in any form, including source code and executable or object code) related to the Transferred Software, proprietary rights in any of the foregoing, and any other intangible property related to the foregoing, and all licenses and contracts related to the foregoing. All goodwill associated with the foregoing, and all rights to and under the foregoing, all remedies against infringements of the foregoing, and all rights to protection of interests in the foregoing under the laws of all jurisdictions.

(ii) The “proongo.com” domain name; but not any content associated with any Excluded Asset or any website linked to the foregoing domain names on or before the Closing.

(iii) All other confidential or proprietary information and data used in or relating to foregoing, and all trade secrets relating to the Transferred Software.

(b) All rights of the Seller under the Third Party Software licenses identified in Schedule 4.9 of this Agreement;

(c) All work in process, samples, prototypes, finished products, goods, spare parts, replacement and component parts, and other supplies wherever held or stored, relating to the Transferred Software.

(d) All goodwill associated with the foregoing.

(e) **Purchased Contracts**. The following Contracts relating to the Transferred Software entered into on or before the Closing, and all rights of Seller thereunder (each, a “**Purchased Contract**”):

(i) End-User License for Device Software between the Seller and end users of the Transferred Software.

(ii) AWS Customer Agreement between Seller and Amazon Web Services, Inc. (“AWS”).

(iii) Apple Inc. Developer Advertising Services Agreement between the Seller and Apple Inc.

(iv) Apple iOS Developer Program License Agreement between Seller and Apple Inc., together with all schedules thereto.

(v) Google Play Developer Distribution Agreement between Seller and Google Inc.

(vi) Intuit Partner Platform Terms of Service, together with all exhibits thereto, including, without limitation, (A) Supplemental Terms for Quickbooks Developer Applications, (B) Supplemental Terms for Compliance with Intuit's "Data Stewardship Principles," and (C) Supplemental Terms for Intuit Partner Platform – Intuit Customer Account Data API & Services SDK (Aggregation and Categorization).

(vii) Contracts between the Company and the following payment processing providers with respect to the Transferred Software: PayPal, Google Inc. and Spreedly Inc.

(f) All books and records, files, lists and records, business records and plans, reports, sales and promotional literature and materials, advertising and advertising copy, catalogs and related copy, and other similar materials, and all similar data, documents and items, wherever located, relating to the Transferred Software.

Without limiting the definition of "Excluded Assets" in this Agreement, the Purchased Assets do not include the following assets, properties and rights of Seller: (a) cash and cash equivalents; (b) all of Seller's assets relating to the "View Registers," "View Time" or "Add Alerts" Software (the "Excluded Software"); (c) all Intellectual Property rights relating to the Excluded Software and all other Intellectual Property rights of Seller not relating primarily to the Transferred Software; (d) all tangible personal property not otherwise identified in the list of Purchased Assets; (e) accounts receivable for transactions completed prior to the Closing Date, including, without limitation, with respect to Intuit, Inc.; (f) all insurance policies and rights thereunder; (g) all personnel records and other records that Seller is required by law to retain in its possession; (h) all claims for refund of Taxes and other governmental charges of whatever nature; (i) Seller's charter, qualifications to conduct business, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, and other documents relating to the organization, maintenance, and existence of Seller as a limited liability company; (k) all rights of Seller under this Agreement and each of the Transaction Documents; and (l) the other assets, rights and properties of Seller that do not relate to the Transferred Software.

SCHEDULE IV

Disclosure Schedule

(See attached)

DISCLOSURE SCHEDULES

These Disclosure Schedules (these “*Disclosure Schedules*”) have been prepared and are being delivered in connection with the execution and delivery of that certain Asset Purchase Agreement (the “Agreement”) by and among (i) **NEAT ACQUISITION COMPANY, INC.**, a Delaware corporation (“*Purchaser*”), (ii) **PROONGO LLC**, a Delaware limited liability company (“*Seller*”), (iii) solely for purposes of Article VII of the Agreement, each party identified therein as “*Creditor*”), and, (iv) solely for purposes of Section 6.5 of the Agreement, the Key Manager (as herein defined).

If and to the extent any information required to be furnished in any Disclosure Schedule is contained in the Agreement or in any other Disclosure Schedule, such information shall be deemed to be included in all Disclosure Schedules in which the information is required to be included to the extent such disclosure is reasonably apparent on its face. The inclusion of any information in any Disclosure Schedule shall not be deemed to be an admission or acknowledgment by Seller, Key Manager or any Creditor in and of themselves, that such information is material to or outside the ordinary course of business.

The headings contained in these Disclosure Schedules are for reference purposes only and shall not affect in any way the meaning or interpretation of these Disclosure Schedules. The attachments referenced in these Disclosure Schedules form an integral part of these Disclosure Schedules and are incorporated by reference for all purposes as if set forth fully herein.

Schedule 3.2
Allocation of Consideration

The Purchased Assets shall be allocated to Class VI and have an agreed value of \$950,000.

Schedule 4.4
No Conflicts

1. AWS Customer Agreement between Seller and Amazon Web Services, Inc.
2. Apple Inc. Developer Advertising Services Agreement between the Seller and Apple Inc.
3. Google Play Developer Distribution Agreement between Seller and Google Inc.
4. Intuit Partner Platform Terms of Service, together with all exhibits thereto, including, without limitation, (A) Supplemental Terms for Quickbooks Developer Applications, (B) Supplemental Terms for Compliance with Intuit's "Data Stewardship Principles," and (C) Supplemental Terms for Intuit Partner Platform – Intuit Customer Account Data API & Services SDK (Aggregation and Categorization).

Schedule 4.5
Capitalization

1. List of equityholders:

Holder	Type	Number
Phillip Leslie	Class A Membership Units	1,600,000

2. List of outstanding options:

Holder	Type	Number
Craig Wortmann	Class C Membership Unit Options*	20,000

* ProOnGo LLC valuation at time of issuance: \$2,083,364

3. See Schedule 4.16, Item 1 for list of convertible promissory notes.

Schedule 4.7
Consents and Approvals

See Schedule 4.4.

Schedule 4.8
Litigation

Summons received from Internal Revenue Service in the matter of George Halsey d/b/a GRH Law, 160 Federal Street, 23rd Floor, Boston, MA 02110, which was seeking records relative to financial transactions to Mr. Halsey. The Seller has responded to the summons and provided the IRS the documents requested.

Schedule 4.9
Software

The Purchased Assets (including the Software) are subject to statutory Encumbrances for current Taxes that are not yet due and payable as of the Closing Date.

Software that has been linked to or embedded in the Transferred Software:

Component	License
Advanced Permalinks Wordpress Plug-in	GPL v3
Ajax Uploader	The MIT License
Amazon AWS SES Helper	BSD
Box REST client	Apache License
ConsoliBYTE QuickBooks Helpers	Eclipse Public License v1.0
Feed Creator	GPL v2.1
Flexigrid datagrid	LGPL
Freshbooks Sample Code	GPL v3
Google Analytics Lib	GPL v2.1
jQuery	jquery.org/license
jQuery 'joyride' tooltips	The MIT License
jQuery "Curvy Corners" helper	LGPL
jQuery BlockUI	MIT and GPL
jQuery Cookie Helper	MIT and GPL
jQuery crop	The MIT License
jQuery Date Range Picker	The MIT License
jQuery easing	The MIT License
jQuery excanvas	Apache License
jQuery FancyBox	MIT and GPL
jQuery Flexbox	Ms-PL
jQuery image viewer	MIT and GPL
jQuery mousewheel helper	The MIT License
jQuery rotation helper	The MIT License
jQuery SimpleModal	MIT and GPL
jQuery Timepicker	MIT and GPL
jQuery Treeview	MIT and GPL
LibreOffice	LGPL
MySQL	GPL v2
Oauth PHP helper	The MIT License
PHPExcel	GPL v3
PHPMailer Helper	LGPL
Postmark Sample Code	The MIT License
Redirection Wordpress Plug-in	GPL v3
Simple SAML	GPL v2.1
SMTP Mail Helper	LGPL
SUSE Linux Enterprise Server	openSUSE license
SWFUpload helper	The MIT License
Twenty-ten Wordpress Theme	GPL v2
Yoast SEO Wordpress Plug-in	GPL v3

Obligations to pay in connection with the sale, license, distribution, marketing or use of any of the Transferred Software:

Obligation To	Terms
Apple	30% revenue share on in-app purchase revenues
Intuit	\$0.30/card/month for bank transaction integration (“Agg & Cat”)
Intuit	\$5.00/company/month for QuickBooks integration via Intuit Partner Platform
Various payment processing providers	Per-transaction flat + variable fees related to payment processing and payment method vaulting

Written agreements with any third parties to maintain, modify, improve or upgrade any of the Transferred Software:

Obligation To	Nature
Ruslan Burakov, Private Entrepreneur	Outsourced software development agreement. Seller will terminate contract, recommends that purchaser re-initiate a similar contract.

Schedule 4.10
Contracts

1. End-User License for Device Software between the Seller and end users of the Transferred Software.
2. AWS Customer Agreement between Seller and Amazon Web Services, Inc.
3. Apple Inc. Developer Advertising Services Agreement between the Seller and Apple Inc.
4. Apple iOS Developer Program License Agreement between Seller and Apple Inc., together with all schedules thereto.
5. Google Play Developer Distribution Agreement between Seller and Google Inc.
6. Intuit Partner Platform Terms of Service, together with all exhibits thereto, including, without limitation, (A) Supplemental Terms for Quickbooks Developer Applications, (B) Supplemental Terms for Compliance with Intuit's "Data Stewardship Principles," and (C) Supplemental Terms for Intuit Partner Platform – Intuit Customer Account Data API & Services SDK (Aggregation and Categorization).
7. Contracts between the Seller and the following payment processing providers with respect to the Transferred Software: PayPal, Google Inc. and Spreedly Inc.
8. See Schedule 4.9.
9. See Schedule 4.16, Item 1.

Schedule 4.14
Title to Property and Assets

The Purchased Assets are subject to statutory Encumbrances for current Taxes that are not yet due and payable as of the Closing Date.

Schedule 4.16
Liabilities

1. The following convertible promissory notes:
 - Convertible Promissory Note dated January 4, 2011 made by the Seller to Vijay Vashee in the original principal amount of \$54,342.66.
 - Convertible Promissory Note January 12, 2011 made by the Seller to Roger Blume in the original principal amount of \$54,034.17.
 - Convertible Promissory Note January 4, 2011 made by the Seller to Growney Ventures LLC in the original principal amount of \$114,812.99.
 - Convertible Promissory Note January 4, 2011 made by the Seller to Growney Ventures LLC in the original principal amount of \$128,389.12.
 - Convertible Promissory Note January 4, 2011 made by the Seller to Ellen Jordan Reidy in the original principal amount of \$26,269.96.
 - Convertible Promissory Note January 4, 2011 made by the Seller to Craig J. Duchossois Revocable Trust u/a/d 9/11/1989 in the original principal amount of \$108,685.33.
 - Convertible Promissory Note dated December 22, 2010 made by the Seller to Robert Growney in the original principal amount of \$57,406.50.
 - Convertible Promissory Note dated January 4, 2011 made by the Seller to Vijay Vashee in the original principal amount of \$34,000.
 - Convertible Promissory Note dated December 22, 2010 made by the Seller to Robert Growney in the original principal amount of \$190,000.
 - Convertible Promissory Note January 12, 2011 made by the Seller to Roger Blume in the original principal amount of \$35,000.
 - Convertible Promissory Note January 4, 2011 made by the Seller to Ellen Jordan Reidy in the original principal amount of \$25,000.
 - Convertible Promissory Note January 4, 2011 made by the Seller to Craig J. Duchossois Revocable Trust u/a/d 9/11/1989 in the original principal amount of \$190,000.
 - Unsecured Convertible Promissory Note dated August 31, 2012 made by the Seller to Vijay Vashee in the original principal amount of \$9,000.
 - Unsecured Convertible Promissory Note dated July 27, 2012 made by the Seller to Robert Growney in the original principal amount of \$46,000.
 - Unsecured Convertible Promissory Note July 27, 2012 made by the Seller to Roger Blume in the original principal amount of \$9,000.

- Unsecured Convertible Promissory Note July 27, 2012 made by the Seller to Ellen Jordan Reidy in the original principal amount of \$5,000.
- Unsecured Convertible Promissory Note July 30, 2012 made by the Seller to Craig J. Duchossois Revocable Trust u/a/d 9/11/1989 in the original principal amount of \$31,000.

2. The following Liabilities:

Liability	Description
Pre-paid annual plans from customers	Annual plans paid within the trailing 12 months with service obligations outstanding, not exceeding \$10,000.
Reserved instance commitments to Amazon Web Services LLC	Seller pre-paid a lump sum amount for certain Amazon Web Services reserved instances, that thereafter require discounted monthly payments for the term of the agreement, not exceeding monthly payments of \$500.
Corporate AmEx Card	Routine expenses from current period (no carried balance) with total liability not above \$5,000.
Current Liabilities for monthly contracts	Current payment obligations for invoices received but not yet due, including payments to Intuit and Samasource, not exceeding \$10,000.

Schedule 4.18
Benefits Plans

None.

Schedule 4.19(a)
Employees

Current employment contracts:

None.

Agreements for the services of independent contractors:

Counterparty	Nature
LongerDays.com	Customer support
Ruslan Burakov, Private Entrepreneur	Outsourced software development agreement.
Samasource	Data Entry

Schedule 4.19(b)
Employees

Individuals

Last	First	Emp / Contractor	Position	Start Date	Term Date
Azodoh	Chinedu	1099	Software Development Intern	1/25/10	5/14/10
Baltic	Troy	1099	MBA Intern	1/1/09	12/31/09
Dikkala	Namratha	1099	Software Development Intern	9/8/09	12/20/10
Ellanki	Bharani	1099	Software Development Intern	6/15/10	8/1/10
Gopalakrishnan	Sharanyaa	1099	Software Development Intern	9/10/09	12/31/09
Goyal	Vibhor	1099	Software Development Intern	1/1/09	3/1/10
Hacker	David	Full-Time Employee	Development Manager	8/10/09	3/7/12
Hacker	David	1099	Software Developer	1/1/09	8/9/09
He	Changchen	1099	Software Development Intern	1/31/11	5/13/11
He	Changchen	Part-Time Employee	Software Development Intern	5/16/11	8/19/11
Ieong	Iat	1099	Software Development Intern	1/21/11	5/13/11
Ieong	Iat	1099	Software Development Intern	5/16/11	9/16/11
Jimi-Salami	Olumuyiwa A	1099	Software Development Intern	1/25/10	5/21/10
Leslie	Phillip A	Full-Time Employee	Founder & CEO	Upon Formation	Present
Luan	Haojie	1099	Software Development Intern	1/12/09	4/30/10
Mahajan	Sachi	1099	Software Development Intern	9/2/10	12/20/10
Mahajan	Sachi	Part-Time Employee	Software Development Intern	8/18/11	10/31/11
Pike	Amber R	Full-Time Employee	Assistant	7/18/11	9/21/12
Schmidt	John M	1099	Marketing Intern	1/20/10	12/17/10
Schmidt	John M	Full-Time Employee	Marketing Project Manager	12/20/10	5/19/13
Schmidt	John M	Part-Time Employee	Marketing Project Manager	5/27/13	Present
Shapland	Laura	1099	MBA Intern	7/13/10	9/16/10
Sterner	Eliott	1099	Software Development Intern	1/1/09	8/1/09
Tyagi	Manish	1099	Software Development Intern	9/8/09	6/11/10
Vedpathak	Yogesh	1099	Software Development Intern	5/25/09	5/14/10

Entities

Partner	Date Start	Date End	Description
CleverUA	April 2009	August 2012	Contributed to development of our BlackBerry, Android, and Web Apps
ArtistSoft	August 2012	4/30/2013	Contributed to development of our Web App
Ruslan Burakov, Private Entrepreneur	5/1/2013	In Progress	Contributed to development of our Web App