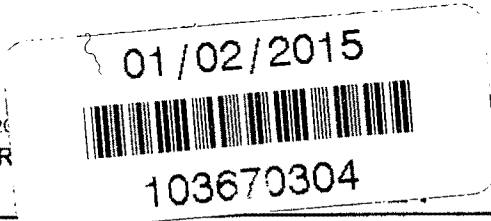


Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



12/17/14

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Fraud Exchange, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other a Georgia limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 1, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Rust Consulting, Inc.

Street Address: 3232 McKinney Avenue, Suite 1000

City: Dallas

State: Texas

Country: U.S.A. Zip: 75204

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Minnesota
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

3451154; 3451155

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elizabeth K. Stanley, Baker Botts L.L.P.

Internal Address: Suite 600

Street Address: 2001 Ross Avenue

City: Dallas

State: Texas Zip: 75201-2980

Phone Number: 214.953.6926

Docket Number: 069699.0190/0191

Email Address: daltmdept@bakerbotts.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 50-21470000051 302147 3451154

Authorized User Name Elizabeth Stanley

9. Signature:

12/17/2014

Signature

Date

Elizabeth K. Stanley

Total number of pages including cover sheet, attachments, and document: 35

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into effective as of March 1, 2012 (the "Effective Date"), by and between RUST CONSULTING, INC., a Minnesota corporation ("Buyer"), Fraud Exchange, LLC, a Georgia limited liability company ("Seller"), and Mark Smolen and Karla Smolen, being all of the members of Seller (the "Members").

RECITALS

- A. Seller has developed a case management, search, collaboration and reporting software application that allows medical and insurance industries to pursue fraudulent claims more effectively (the "Fraud Exchange Software").
- B. Seller is in the business of licensing, and providing services relating to, the Fraud Exchange Software (the "Business").
- C. Seller has contracted with the State of Minnesota to license part of the Fraud Exchange Software and provide related services pursuant to a Standard Sales Agreement effective September 8, 2009, as amended by the Amendment to Fraud Exchange Standard Sales Agreement dated December 29, 2009, and pursuant to a State of Minnesota Professional and Technical Services Contract effective August 1, 2009, as amended by Amendment No. 1 to Contract Number B34096, dated _____, and Amendment No. 3 to Contract Number PTK%18935 (B34096) dated December 27, 2011 (collectively, as amended, the "State of Minnesota Contract").
- D. Seller desires to sell to Buyer, and Buyer desires to buy from Seller, substantially all of the assets of the Business, including without limitation the Fraud Exchange Technology (as defined herein) and the State of Minnesota Contract, as set forth in this Agreement, as well as the associated goodwill and customer relationships.

NOW, THEREFORE, for and in consideration of the premises and of the mutual representations, warranties, covenants and agreements contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions hereinafter set forth, the parties do hereby agree as follows:

1. Purchase and Sale of Assets. Seller hereby sells, conveys, transfers, assigns and delivers to Buyer, and Buyer hereby acquires and accepts from Seller, the Assets (as defined below), free and clear of any and all options, pledges, mortgages, security interests, liens, charges, adverse claims, rights, restrictions, burdens and encumbrances whatsoever (collectively and individually, "Liens"), together with the associated goodwill and customer relationships. As used in this Agreement, the term "Assets" means the Fraud Exchange Technology, the State of Minnesota Contract.

2. Assignment and Assumption. Seller hereby assigns all of its rights, and Buyer hereby assumes all of Seller's obligations, in each case with certain exceptions as provided in this Agreement, under the State of Minnesota Contract, but such assumption shall in no event include

any obligation for performance or obligation or liability of Seller for default or nonperformance under said contracts arising on or prior to the Effective Date, nor shall such assignment include any rights with respect to the invoices described in Exhibit B attached hereto (copies of such invoices having been delivered to Buyer), so that the right to collect and retain the proceeds from collection of such invoices is retained by Seller. Redacted

Redacted

Redacted Buyer does not assume and will not be liable for any other debts, liabilities, contracts, leases, arrangements, commitments, obligations, restrictions, disabilities or duties of Seller, other than those arising under the State of Minnesota Contract at or after the Effective Date. In the event there is a delay or inability to assign to Buyer the State of Minnesota Contract, Seller will, and hereby does, assign to Buyer all rights to receive payments (except as otherwise outlined above) and other economic benefits under the State of Minnesota Contract to Buyer and shall take all other action necessary to put Buyer in as close to the same economic position as if the Minnesota Contract were assigned to Buyer on the Effective Date.

3. Purchase Price. Redacted
Redacted

Redacted

Redacted

Redacted

Redacted

4. Representations and Warranties of Buyer. Buyer hereby represents and warrants (i) that Buyer has full power and authority to execute, deliver, and perform this Agreement, and such execution, performance, and delivery have been duly authorized by all necessary action on the part

BAKER BOTTS LLP

2001 ROSS AVENUE
DALLAS, TEXAS
75201-2950

TEL +1 214.953.6500
FAX +1 214.953.6503
BakerBotts.com

ABU DHABI HOUSTON
AUSTIN LONDON
BEIJING MOSCOW
BRUSSELS NEW YORK
DALLAS PALO ALTO
DUBAI RIO DE JANEIRO
HONG KONG RIYADH
WASHINGTON

Fax receipt will not be confirmed by phone unless requested.

FROM Elizabeth K. Stanley
DATE December 17, 2014
PAGES 36

VOICE NO. 214.953.6926
FAX NO. 214.661.4899
RETURN TO Cecily Porterfield

TO Assignment Division - Trademarks
United States Patent & Trademark Office

FAX NO. 571.273.0140
VOICE NO.

MESSAGE

Please see the attached Assignment for recordation.

Notice of Confidentiality

The information contained in and transmitted with this facsimile is: 1. Subject to the Attorney-client Privilege; 2. Attorney Work Product; or 3. Confidential. It is intended only for the individual or entity designated above. You are hereby notified that any dissemination, distribution, copying, or use of or reliance upon the information contained in and transmitted with this facsimile by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. If you have received this facsimile in error, please notify Baker Botts L.L.P. by telephone at 214.953.6740 immediately. Any facsimile erroneously transmitted to you should be immediately returned to the sender by U.S. Mail or, if authorization is granted by the sender, destroyed.

If you do not receive all pages, please call: 214.953.6740 for assistance.

of Buyer; (ii) that this Agreement has been duly executed and delivered by Buyer and constitutes the valid and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms; (iii) that Buyer is not required to obtain any authorization, approval, or other action by any governmental authority or regulatory body, and no notice by Buyer to or filing by Buyer with any governmental authority or regulatory body is required for the due execution, delivery, and performance by Buyer of this Agreement; and (iv) that there is no action, suit, investigation, or proceeding pending or threatened against or affecting Buyer before any court or governmental department, agency, or instrumentality.

5. Representations and Warranties of Seller and Members. Seller and the Members hereby represent and warrant that all of the following representations and warranties are true and correct:

(a) Organization. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Georgia with all requisite company power and authority to own, lease or operate its properties and to carry on its business as now being operated and in the place where such properties are owned, leased or operated and such business is conducted. True, complete and correct copies of the Articles of Organization of Seller and the Operating Declaration of Seller have been provided to Buyer (the "Charter Documents") and there are no other agreements or documents that govern the operation of Seller (other than applicable laws) or the ability of its members to act on behalf of Seller. The sole owners, members and officers of Seller are Mark Smolen and Karla Smolen.

(b) Title. Seller has, and pursuant to this Agreement on the Effective Date, Buyer will acquire and hold good title to all of the Assets, free and clear of any and all Liens.

(c) Intellectual Property.

(i) "**Intellectual Property**" shall mean any or all of the following and all rights in, arising out of, or associated therewith: (I) all United States and foreign patents, inventor's certificates, and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, (II) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets (whether currently existing or in development), proprietary information, know how, technology, technical data, marketing plans, and customer lists, and all documentation relating to any of the foregoing; (III) all copyrights, copyrights registrations, mask works and applications therefor, and all other rights corresponding thereto throughout the world; (IV) all industrial designs and any registrations and applications therefor throughout the world; (V) all trade names, trade dress, logos, common law trademarks and service marks; trademark and service mark registrations and applications therefor throughout the world including the goodwill associated therewith; (VI) all databases and data collections and all rights therein throughout the world; (VII) all Internet domain names and registrations therefore, including the websites hosted thereon; and (VIII) all computer software including all source code, object code, firmware, development tools, files, records and data, all media on which any of the foregoing is recorded, and all documentation related to any of the foregoing throughout the world.

(ii) "Fraud Exchange Technology" shall mean the Fraud Exchange Software together with all Intellectual Property of or relating to the Fraud Exchange Software (including without limitation all rights of Seller under or contemplated by Section 5 of the Termination Agreement (defined below)).

(iii) "Person" shall mean any individual, legal entity or governmental organization.

(iv) Seller owns and has good, valid and exclusive title to, and has (I) the unrestricted and exclusive right to license, create derivative works to and sell to Buyer, and (II) the unrestricted right to use, the Fraud Exchange Technology, free and clear of any Lien. The sale of the Fraud Exchange Technology to Buyer will not result in the loss or material impairment of any of the Fraud Exchange Technology or breach of any agreement or undertaking of Seller with respect to the use, nonuse, transfer or license of such Fraud Exchange Technology.

(v) Seller (I) has not received any written or oral notice from any Person that the design, development, manufacture and license or sale of the Fraud Exchange Technology infringes or misappropriates the Intellectual Property of any Person and there are no bona fide grounds for any such claim, and (II) no Person has or is infringing or misappropriating any of the Fraud Exchange Technology.

(vi) The Fraud Exchange Technology is not subject to any proceeding or outstanding decree, order, judgment, or stipulation restricting in any manner the use or licensing thereof by Seller, or which may affect the validity, use, licensing, enforceability, or ability to create derivative works of the Fraud Exchange Technology.

(vii) Seller has taken reasonable security measures to protect the secrecy, confidentiality, and value of all trade secrets, proprietary information, and other confidential information included in the Fraud Exchange Technology, as well as any related database, Internet sites and documentation. Seller has a policy requiring each employee and contractor to execute proprietary information and confidentiality agreements in favor of the Seller, all such employees and contractors have done so, and there has been no breach of any such proprietary information and confidentiality agreements by any party thereto.

(viii) To the extent that any Fraud Exchange Technology or portion thereof, including any object or source code, database, libraries or documentation, has been developed or created by a third party, Seller has a written agreement with such third party with respect thereto and Seller thereby has obtained ownership of, and is the exclusive owner of, all Intellectual Property in such work by operation of law or by valid assignment.

(ix) Redacted
Redacted

(x) Redacted
Redacted

(xi) The Fraud Exchange Technology and all related databases, systems, networks and Internet sites used by Seller are free from any material defect, bug, "Trojan Horse", malware, spyware or other virus or programming design or documentation error or corruptant. Seller takes and has taken all reasonably necessary actions to protect the confidentiality, integrity and security of its Fraud Exchange Technology, databases, systems, networks and Internet sites and all information stored or contained therein or transmitted thereby from any unauthorized use, access, interruption or modification by third parties. Seller fully complies with all relevant laws and regulations and with Seller's own policies with respect to the privacy of all users and customers and any of their personally identifiable information, and no claims have been asserted or threatened against Seller by any Person alleging a violation of any of the foregoing.

(xii) Other than the State of Minnesota Contract, there are no agreements, contracts, or obligations to license any part of the Fraud Exchange Technology.

(xiii) Redacted
Redacted

(d) Power and Authority. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all requisite limited liability company and member action and no further action or approval is required in order to permit Seller to consummate the transactions contemplated hereby. This Agreement constitutes the legal, valid and binding obligations of Seller and the Members, and the making and performance of this Agreement will not (i) conflict with the Articles of Organization or the Operating Declaration of Seller, (ii) result in a violation or breach of, or constitute a default under, or result in the creation of any Lien upon any of the Assets, or violate any order, writ, injunction or decree, to which Seller or a Member is a party, by which any of the Assets or the operations of Seller may be bound or affected or under which any of the Assets, or the operations of Seller receive benefits, (iii) result in the loss or adverse modification of any license, franchise, permit or other authorization granted to or otherwise held by Seller and related to its business operations or (iv) result in the violation of any provisions of law applicable to Seller or a Member.

(e) Consents. Except as otherwise provided in the State of Minnesota Contract, no consent, approval, notice to, registration or filing with, authorization or order of, any agency or other agreement or commitment to which Seller or the members are a party or by which the Assets are bound is required to consummate this Agreement.

(f) Solvency. Immediately prior to, and immediately subsequent to, the consummation of the sale of the Assets and the other transactions set forth herein, Seller will be a solvent limited liability company with the ability to pay its debts as they become due. For purposes of this Agreement, solvent shall mean, with respect to Seller, that the present fair saleable value of Seller's assets is greater than the amount that will be required to pay its liability on its existing debts as they become absolute and mature.

(g) State of Minnesota Contract. The State of Minnesota Contract is in full force and effect, and no events have occurred that have caused, or with the passage of time would cause, a breach or event of default under such contract. Seller has provided Buyer a true and complete copy of the State of Minnesota Contract, and there have been no further amendments thereto. The State of Minnesota Contract was not awarded as part of a small business or minority owned business set aside.

(h) Redacted
Redacted

6. Change of Name. Following the Effective Date, Seller shall cease to use the name "Fraud Exchange" or any variant thereof. Either the Members shall cause Seller to be dissolved or Seller shall file an amendment to its articles of organization, with the Secretary of State of the State of Georgia, changing its name to one not containing the words or confusingly similar to "Fraud Exchange." Additionally, Seller or the Members, as appropriate, shall execute, file or deliver to Buyer appropriate notification of abandonment and relinquishment of rights in, to and under such names, if and to the extent (if any) that any such notification is required by applicable law or, at no expense to Seller, as reasonably requested by Buyer. Seller shall execute and deliver to Buyer or its designee (i) an assignment of any and all rights they or any of them has in, to and under such names and (ii) a consent to the use by Buyer or its designee of such names in

form suitable for filing, if any such filing is legally required or appropriate as reasonably requested by Buyer, with one or more Secretaries of State and any other state or federal agency or registry.

7. Confidentiality and Noncompetition.

(a) Seller and each of the Members acknowledge that, through each of the Members' longstanding relationship with and significant participation in the operation of Seller and through their direct or indirect ownership interest in Seller, each Member has gained confidential and proprietary information concerning Seller and the Business (the "Confidential Information"). Confidential Information includes any formula, pattern, device or compilation of information that is used or may be useful in the Business and includes, but is not limited to, trade secrets, proprietary technology, operating procedures and methods of operation, trade secrets, financial statements and other financial information, market studies and forecasts, competitive analyses, pricing policies, the substance of agreements with customers and others, marketing and similar arrangements, servicing and training programs and arrangements, customer lists, and any other documents embodying confidential and proprietary information. Seller and each of the Members acknowledge that sharing this Confidential Information with third parties would be detrimental to Buyer and the Business and could place Buyer and the Business at a competitive disadvantage. Seller and the Members agree that Seller and the Members shall not at any time following the Effective Date, directly or indirectly, disclose to any person or entity any Confidential Information or use Confidential Information in any future business, employment, work or task, except on behalf of Buyer or the Business. The foregoing restrictions and obligations under this Section 7 shall not apply to any Confidential Information that is or becomes generally available to the public other than as a result of a disclosure, directly or indirectly, by Seller or any of the Members.

(b) The Members acknowledge that as a result of their longstanding ownership of, relationship with and significant participation in the operation of Seller, each Member possesses Confidential Information, each Member has significantly and uniquely contributed to the development and maintenance of the goodwill of Seller, and each Member has obtained business contacts and valuable training and skills that would allow or assist him to engage (in whatever capacity) in a business similar to, or substantially similar to, the Business.

(c) Seller and the Members recognize and acknowledge that Buyer is, pursuant to this Agreement, purchasing substantially all of the assets of Seller and that Seller and the Members have received substantial consideration pursuant to this Agreement for, in part, their covenants and agreements contained in this Section 7. Seller and the Members acknowledge that a principal asset being acquired hereunder is the Fraud Exchange Technology. Accordingly, Seller and the Members agree not to reverse engineer, recreate or otherwise develop software or technology similar to or competitive with the Fraud Exchange Technology, other than at the request of, and for the benefit of, Buyer.

(d) Redacted
Redacted

(i) Redacted
Redacted

(ii) Redacted
Redacted

(iii) Redacted
Redacted

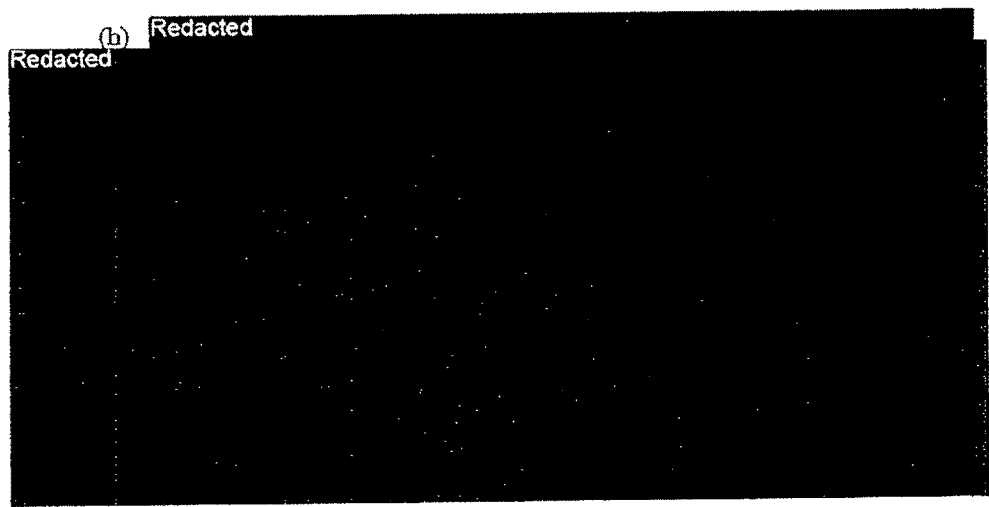
(e) Redacted
Redacted

(f) Redacted
Redacted

(c) Redacted
Redacted



(b) Redacted
Redacted



8. Further Assurances. From time to time after the Effective Date, at the request of any other party Buyer, Seller or the Members, as the case may be, will execute and deliver any such other instruments of conveyance, assignment and transfer, and take such other action as the other party may reasonably request in order to consummate or evidence the transactions contemplated hereby. In the event of a delay in the assignment of the State of Minnesota Contract, Seller shall take such action (including without limitation conveyance of payments, other than payments collected for the invoices described in Exhibit B, for which Buyer shall convey payments to Seller if received by Buyer) as may be necessary so that Buyer is in the same economic position

it would have been had the State of Minnesota Contract been assigned to Buyer at the Effective Date.

9. **Redacted**
Redacted

10. Survival All covenants and agreements made in this Agreement shall continue in full force and effect according to their terms without limit as to duration, and all representations and warranties contained in this Agreement shall survive for three (3) years after the Effective Date.

11. Indemnification.

(a) Each of Seller and the Members, jointly and severally, agree to indemnify and hold harmless Buyer and their respective directors, officers, employees, representatives, agents and attorneys from, against and in respect of any and all Buyer's Losses (as defined below) suffered, sustained, incurred or required to be paid by any of them by reason of (i) the failure by Seller to comply with all applicable laws relating to bulk transfers, including without limitation the provisions of the Uniform Commercial Code of the States of Georgia; (ii) any breach of representation or warranty made by Seller or the Members in or pursuant to this Agreement; (iii) any liability, cost or expense arising from or with respect to the Assets through the Effective Date; (iv) any failure by Seller or the Members to observe or perform its covenants and agreements set forth in this Agreement or in any other agreement or document executed by it in connection with the transactions contemplated hereby; (v) any liability for warranties or defective products arising from services provided or software licensed by Seller prior to the Effective Date; (vi) any failure by Seller or the Members to satisfy and discharge any other liability or obligation not expressly assumed by Buyer pursuant to this Agreement; (vii) any liability arising from or based upon the engagement by Seller or the Members of any broker or agent, whether or not disclosed pursuant to this Agreement. "Buyer's Losses" shall mean all damages (including, without limitation, amounts paid in settlement with the consent of Seller and the Members, which consent may not be unreasonably withheld), losses, obligations, liabilities, claims, deficiencies, costs and expenses (including, without limitation, reasonable attorneys' fees and the allocable cost of in-house counsel), penalties, fines, interest and monetary sanctions, including, without limitation, reasonable attorneys' fees and costs incurred to comply with injunctions and other court and agency orders, and other costs and expenses incident to any suit, action, investigation, claim or proceeding or to establish or enforce the rights of Buyer or such other persons to indemnification hereunder.

(b) Buyer agrees to indemnify and hold harmless Seller and its members, managers, directors, officers, employees, representatives, agents and attorneys from, against and in respect of any and all Seller's Losses (as defined below) suffered, sustained, incurred or required to be paid by any of them by reason of (i) any breach of representation or warranty made by Buyer in or pursuant to this Agreement; (ii) any liability, cost or expense arising from (x) the obligations under the State of Minnesota Contract to the extent assumed by Buyer under this Agreement or (y) with respect to the

other Assets, for actions taken by Buyer (or Buyer's inaction) after the Effective Date; (iv) any failure by Buyer to observe or perform its covenants and agreements set forth in this Agreement or in any other agreement or document executed by it in connection with the transactions contemplated hereby; (v) any liability for warranties or defective products arising from services provided or software licensed by Seller after the Effective Date; (vi) any failure by Buyer to satisfy and discharge any other liability or obligation expressly assumed by Buyer pursuant to this Agreement; (vii) any liability arising from or based upon the engagement by Buyer of any broker or agent, whether or not disclosed pursuant to this Agreement. "Seller's Losses" shall mean all damages (including, without limitation, amounts paid in settlement with the consent of Buyer, which consent may not be unreasonably withheld), losses, obligations, liabilities, claims, deficiencies, costs and expenses (including, without limitation, reasonable attorneys' fees and the allocable cost of in-house counsel), penalties, fines, interest and monetary sanctions, including, without limitation, reasonable attorneys' fees and costs incurred to comply with injunctions and other court and agency orders, and other costs and expenses incident to any suit, action, investigation, claim or proceeding or to establish or enforce the rights of Seller or such other persons to indemnification hereunder.

12. Miscellaneous Redacted

Redacted

Redacted

To the extent Buyer wishes to transfer ancillary assets, such as web sites, domains, trademarks (if any), phone numbers, etc., Buyer shall be responsible for the expenses if any associated with such incidental transfers. This Agreement (together, in the case of Buyer and Mark Smolen, with the Employment Agreement) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof, and no party shall be liable or bound to the other in any manner by any representations or warranties not set forth herein. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Except as otherwise specifically provided in this Agreement, no individual or firm, corporation, partnership or other entity shall be a third-party beneficiary of the representations, warranties, covenants and agreements made by any party hereto. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. The headings of the articles and sections of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof. As used in this Agreement, the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article, section, paragraph or other subdivision. Whenever the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include the other gender where appropriate. No party shall be entitled to have any wording of this Agreement construed against the other party as the drafter of the Agreement in the event of any controversy or claim in connection with this Agreement. Any of the terms or conditions of this Agreement may be waived in writing at any time by the party that is entitled to the benefits thereof, and this Agreement may be modified or amended by a written instrument executed by Buyer and Seller and the Members. No

supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar) nor shall such waiver constitute a continuing waiver. All exhibits and schedules annexed hereto are expressly made a part of this Agreement as though fully set forth herein.

13. Notices. All notices and other communications required or permitted hereunder (each a "notice") shall be effective if and only if given in writing and (a) deposited the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (b) delivered by reliable courier service (such as Federal Express) providing written evidence of the fact and date of delivery, (c) delivered in person to such party or an officer or authorized agent of such party, or (d) delivered by other means (including fax or email) according to which the recipient or its authorized agent acknowledges receipt in writing, and addressed or otherwise directed as follows:

(i) If to Buyer:

Rust Consulting, Inc.
3232 McKinney Avenue, Suite 1000
Dallas, Texas 75204
Attn: General Counsel

(ii) If to Seller or the Members:

Frand Exchange, LLC
Mark Smolen and Karla Smolen
3286 Holly Mill Court
Marietta, Georgia 30062

with a copy to:

Richard P. Voss, Esq.
750 Hammond Drive, Suite 12-100
Atlanta, Georgia 30328

or at such other address or counsel as any party hereto shall specify pursuant to this Section 12 from time to time.

The party claiming any benefit by reason of such notice shall have the burden of establishing the fact and date of such mailing, delivery or receipt, and the following rules shall determine when a notice becomes effective (with the earliest date controlling if more than one of these rules applies):

- (a) notices mailed in accordance with this paragraph shall be effective three business days after such mailing;
- (b) notices sent by such courier service shall be effective on the day of delivery; and
- (c) notices delivered in any other manner shall be effective on the day of receipt.

Any party may change its address for this purpose by giving notice of such change to the other parties.

14. GOVERNING LAW; CONSENT TO JURISDICTION. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA (WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS). THE PARTIES HERETO EXPRESSLY CONSENT AND AGREE THAT ANY DISPUTE, CONTROVERSY, LEGAL ACTION OR OTHER PROCEEDING THAT ARISES UNDER, RESULTS FROM, CONCERNS OR RELATES TO THIS AGREEMENT SHALL BE BROUGHT IN THE FEDERAL OR STATE COURTS IN AND OF DALLAS COUNTY, TEXAS AND ACKNOWLEDGE THAT THEY WILL ACCEPT SERVICE OF PROCESS BY REGISTERED OR CERTIFIED MAIL OR THE EQUIVALENT DIRECTED TO THEIR LAST KNOWN ADDRESS AS DETERMINED BY THE OTHER PARTY IN ACCORDANCE WITH THIS AGREEMENT OR BY WHATEVER OTHER MEANS ARE PERMITTED BY SUCH COURTS. THE PARTIES HERETO HEREBY ACKNOWLEDGE THAT SAID COURTS HAVE JURISDICTION OVER ANY SUCH DISPUTE OR CONTROVERSY, AND THAT THEY HEREBY WAIVE ANY OBJECTION TO PERSONAL JURISDICTION OR VENUE IN THESE COURTS OR THAT SUCH COURTS ARE AN INCONVENIENT FORUM. ALL REMEDIES AT LAW, IN EQUITY, BY STATUTE OR OTHERWISE SHALL BE CUMULATIVE AND MAY BE ENFORCED CONCURRENTLY OR FROM TIME TO TIME AND, SUBJECT TO THE EXPRESS TERMS OF THIS AGREEMENT, THE ELECTION OF ANY REMEDY OR REMEDIES SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT TO PURSUE ANY OTHER AVAILABLE REMEDIES.

15. Reformation and Severability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

16. Remedies Cumulative. No right, remedy or election given by any term of this Agreement shall be deemed exclusive, but each shall be cumulative with all other rights, remedies and elections available at law or in equity.

17. Specific Performance; Other Rights and Remedies. Each party recognizes and agrees that in the event the other party or parties should refuse to perform any of its or their obligations under this Agreement, the remedy at law would be inadequate and agrees that for breach of such provisions, each party shall, in addition to such other remedies as may be available to it at law or in equity, be entitled to injunctive relief and to enforce its rights by an action for specific performance to the extent permitted by applicable law. Each party hereby waives any requirement for security or the posting of any bond or other surety in connection with any temporary or permanent award of injunctive, mandatory or other equitable relief.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed in counterparts all as of the date first above written.

SELLER:

Fraud Exchange, LLC

By: _____
Printed Name: _____
Title: _____

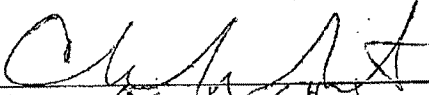
THE MEMBERS:

Mark Smolen

Karla Smolen

BUYER:

RUST CONSULTING, INC.

By: 
Printed Name: Charles G. Rust
Title: VP, CEO & Sec'y

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed in counterparts all as of the date first above written.

SELLER:

Fraud Exchange, LLC

By: Karla W. Smolen
Printed Name: Karla W. Smolen
Title: Chief Executive Officer

THE MEMBERS:

Mark Smolen
Mark Smolen

Karla W. Smolen
Karla Smolen

BUYER:

RUST CONSULTING, INC.

By: _____
Printed Name: _____
Title: _____

EXHIBIT A

Redacted



Redacted



Redacted



Redacted



Redacted



Redacted



Redacted



Redacted



Redacted



Redacted



Redacted



Redacted



Redacted



Redacted



SCHEDULE A

Redacted



ANNEX A-I

Redacted



Redacted



EXHIBIT B

Redacted



EXHIBIT C

Redacted

