

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM347936

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
UNorth, Inc.		07/13/15	A Delaware Corporation

**RECEIVING PARTY DATA**

<b>Name:</b>	FARO AVIATION, LLC
<b>Street Address:</b>	1600 E Desert Inn Rd
<b>City:</b>	Las Vegas
<b>State/Country:</b>	NEVADA
<b>Postal Code:</b>	89169
<b>Entity Type:</b>	CORPORATION: NEVADA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3984993	FARO

**CORRESPONDENCE DATA**

**Fax Number:** 8006090292  
*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.*  
**Phone:** (408) 370-1248  
**Email:** CORPORATE@UNORTH.COM  
**Correspondent Name:** UNorth LLC  
**Address Line 1:** PO BOX 1116  
**Address Line 4:** Campbell, CALIFORNIA 95009

<b>NAME OF SUBMITTER:</b>	Authorized Signatory
<b>SIGNATURE:</b>	/Michael Faro/
<b>DATE SIGNED:</b>	07/14/2015

**Total Attachments: 12**

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WRITTEN CONSENT  
of  
DIRECTORS AND STOCKHOLDERS  
of  
UNORTH, INC.  
(a Delaware corporation)

July 9, 2015

The undersigned, being all of the directors and the holders of a majority of the outstanding capital stock of UNorth, Inc., a Delaware corporation (the "Company"), hereby take the following actions by written consent.

Resolutions of the Board of Directors:

RESOLVED:	That the Board of Directors deems it advisable and in the best interests of the Company, and recommends to the stockholders, that the Company execute and deliver the Separation and Exchange Agreement attached hereto and effect the transactions described therein, including the repurchase and cancellation of the shares of the Company's common stock received as part of the transactions.
RESOLVED:	That any officer of the Company is hereby authorized to execute and deliver, on behalf of the Company, all certificates, documents and agreements, and to take any other actions, as such officer may deem necessary or advisable to carry out the foregoing resolutions.

Signature: Michael Faro  
Michael Faro (Jul 13, 2015)

Email: mfar@unorth.com

Michael Faro

Signature: Lily Q. Ju  
Lily Q. Ju (Jul 13, 2015)

Email: lily@unorth.com

Lily Q. Ju

Signature: Kevin Faro  
Kevin Faro (Jul 13, 2015)

Email: kevin.faro@unorth.com

Kevin Faro

Resolution of the Stockholders:

RESOLVED:	That the aforesaid Separation and Exchange Agreement and each of the foregoing resolutions is hereby adopted, approved and confirmed, and that the foregoing signatories are hereby confirmed as the sole directors of the Company.
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Michael Faro  
Michael Faro (Jul 13, 2015)

Michael Faro

Maryam Rowghani  
Maryam Rowghani (Jul 13, 2015)

Maryam Rowghani

Kevin Faro  
Kevin Faro (Jul 13, 2015)

Kevin Faro

Lily Q. Ju  
Lily Q. Ju (Jul 13, 2015)

Lily Q. Ju

## SEPARATION AND EXCHANGE AGREEMENT

THIS SEPARATION AND EXCHANGE AGREEMENT (this “*Agreement*”), dated as of the date set forth on the signature page, is among UNorth Inc., a Delaware corporation (“*UNorth*”); Faro Aviation, LLC, a newly formed Nevada limited liability company and currently a wholly owned subsidiary of UNorth (“*Faro Aviation*”) and Kevin Faro, an KF residing in 1560 W Hacienda Ave, Campbell, California, who, after the completion of the transactions described herein, will be the sole owner of Faro Aviation (“*KF*”). The term, UNorth, shall include the subsidiaries of UNorth, unless otherwise required by the context.

### RECITALS

1. Faro Aviation is currently a wholly owned subsidiary of UNorth;
2. UNorth currently conducts the Aviation Business (as defined herein), owns the Aviation-Specific Assets (as defined herein) and is subject to liabilities related to the Aviation Business, including the Assumed Liabilities and the Excluded Liabilities, all as further provided herein;
3. The shareholders of UNorth believe that separating the Aviation Business would allow each of UNorth and Faro Aviation to separately apply a consistent business strategy which is expected to benefit both companies;
4. Pursuant to this Agreement, UNorth is transferring the Aviation Business and the Aviation-Specific Assets to Faro Aviation, and Faro Aviation is assuming Assumed Liabilities in exchange for 100% of the membership interests in Faro Aviation;
5. Pursuant to this Agreement, after the foregoing actions have taken place, UNorth is transferring the entire equity interest in Faro Aviation to KF, and, in exchange, KF is transferring to UNorth for cancellation all of the shares of capital stock he owns in UNorth;
6. The Board of Directors of UNorth and the shareholders of UNorth have determined that the transactions described in this Agreement are fair to and in the best interests of UNorth and its shareholders; and
7. The parties hereto (i) intend that the transfer described in Recital 4, above, qualify as a tax-free “reorganization” under Section 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended (the “*Code*”) and that the exchange described in Recital 5, above, qualify as a tax-free split-off under Section 355 of the Code and (ii) hereby adopt a plan of reorganization intended to effect a tax-free reorganization under Sections 361(a) and 368(a)(1)(D) of the Code, which reorganization will consist of, pursuant to the terms and provisions of this Agreement, (A) the transfer by UNorth of the part of its assets (subject to liabilities) constituting the Aviation Business to Faro Aviation in exchange solely for all of the outstanding voting shares of Faro Aviation and (B) the distribution by UNorth to KF of all of the Faro Aviation shares in exchange for all of the voting stock of UNorth owned by KF (collectively, the “*Tax-Free Reorganization*”).

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereby agree as follows:

ARTICLE 1  
DEFINITIONS

SECTION 1.1 General. Unless otherwise defined herein or unless the context otherwise requires, as used in this Agreement, the following terms shall have the following meanings:

1.1.1 “*Agreement*” shall mean this Agreement, including all of the Schedules and Exhibits hereto.

1.1.2 “*Assumed Liabilities*” shall mean:

- (a) all Liabilities primarily relating to, arising out of or resulting from:
  - (i) the operation of the Aviation Business or the use of the Aviation-Specific Assets at any time after the Cut-Off Date;
  - (ii) any unfulfilled obligations arising from the Transferred Contracts whether incurred before, on or after the Cut-Off Date; and
  - (iii) the accounts payable related as of the Cut-Off Date related to the Transferred Inventory, as listed in Schedule 1.1.2(a)(3);

Notwithstanding the foregoing, Faro Aviation Liabilities shall not include the Excluded Liabilities.

1.1.3 “*Aviation Business*” means the business currently conducted by UNorth as described on [www.faroaviation.com](http://www.faroaviation.com).

1.1.4 “*Aviation Products*” shall mean the aviation-related products currently offered by UNorth, as described on [www.faroaviation.com](http://www.faroaviation.com).

1.1.5 “*Aviation-Specific Assets*” shall mean:

- (a) UNorth’s current inventory of Aviation Products (the “*Transferred Inventory*”), as listed on Schedule 1.1.5(a);
- (b) the Transferred Contracts (including any related purchase and sales orders and commitments as of the Cut-Off Date), as set forth on Schedule 1.1.5(b);
- (c) all intellectual property rights related solely to the Aviation Products and which do not relate to any other products or business of UNorth, including the Faro logo as set forth on [www.faroaviation.com](http://www.faroaviation.com); and
- (d) any improvements to the Aviation Products or replacements for the Aviation Products currently being developed by UNorth.

Notwithstanding the foregoing, the Aviation-Specific Assets shall not in any event include the Excluded Assets. The definition of Excluded Assets shall supersede the foregoing provisions.

1.1.6 “*Closing Date*” shall mean the date of this Agreement.

1.1.7 “*Cut-Off Date*” shall mean the close of business on the date immediately preceding the Closing Date.

1.1.8 “*Excluded Assets*” shall mean:

- (a) the assets listed or described on Schedule 1.1.8(a);
- (b) all accounts receivable that relate to Aviation Products that have been shipped or delivered as of the Cut-Off Date, as listed on Schedule 1.1.8(b);
- (c) any assets of UNorth that relate to both the Aviation Business and other business(es) of UNorth;
- (d) any and all assets that are expressly contemplated by this Agreement as assets to be retained by UNorth; and
- (e) any contract listed or described on Schedule 1.1.8(e).

1.1.9 “*Excluded Liabilities*” shall mean:

- (a) any and all Liabilities primarily relating to, arising out of the conduct of the Aviation Business or the use of the Aviation-Specific Assets prior to the Cut-Off Date;
- (b) all Liabilities primarily relating to, arising out of or resulting from:
  - (i) any UNorth businesses or operations that are not the Aviation-Specific Business, as conducted by UNorth at any time prior to, on or after the Cut-Off Date; and
  - (ii) except as specifically contemplated elsewhere herein, the operation of the Aviation-Specific Business, as conducted at any time prior to the Cut-Off Date or the ownership of the Aviation-Specific Assets.

1.1.10 “*Liabilities*” shall mean any and all debts, liabilities, obligations, actions, losses, claims, causes of actions, damages (whether compensatory, punitive or treble), fines, penalties and sanctions, all contractual obligations, absolute or contingent, matured or unmatured, liquidated or unliquidated, foreseen or unforeseen, joint, several or individual, asserted or unasserted, accrued or unaccrued, known or unknown, whenever arising.

1.1.11 “*Person*” shall mean any person or entity.

1.1.12 “*Restricted Period*” shall mean the period ending on the second anniversary of the Closing Date.

1.1.13 “*Restricted Competition Period*” shall mean the period ending on the [2] anniversary of the Closing Date.

1.1.14 “*UNorth Assets*” shall mean any assets of UNorth or any of its subsidiaries (other than Faro Aviation) other than Aviation-Specific Assets.

ARTICLE 2  
THE SEPARATION AND OTHER TRANSACTIONS;  
CERTAIN COVENANTS

SECTION 2.1 The Transfer of Assets and Assumption of Liabilities.

2.1.1 UNorth hereby contributes, assigns, transfers, conveys and delivers to Faro Aviation, on behalf of itself and its subsidiaries, and Faro Aviation hereby accepts, all of UNorth's and its subsidiaries' respective right, title and interest in all Aviation-Specific Assets.

2.1.2 Faro Aviation hereby accepts, assumes and agrees to perform and fulfill all Assumed Liabilities in accordance with their respective terms.

2.1.3 In the event that at any time or from time to time (whether prior to or after the Closing Date), any party hereto shall receive or otherwise possess any asset that is allocated to any other Person pursuant to this Agreement, such party shall promptly transfer, or cause to be transferred, such asset to the Person so entitled thereto. Prior to any such transfer, the Person receiving or possessing such asset shall hold such asset in trust for any such other Person.

2.1.4 In furtherance of the contribution, assignment, transfer and conveyance of Aviation-Specific Assets and the acceptance and assumption of the Assumed Liabilities, set forth in Section 2.1(a) and (b) simultaneously with the execution and delivery hereof or as promptly as practicable thereafter, such bills of sale, certificates of title, assignments of contracts and other instruments of transfer, conveyance and assignment as and to the extent necessary to evidence and effect the transfer, conveyance and assignment of all of UNorth's right, title and interest in and to Aviation-Specific Assets to Faro Aviation pursuant to applicable in such other form as the parties shall reasonably agree, and (ii) Faro Aviation shall execute and deliver to UNorth and its Subsidiaries such assumptions of contracts and other instruments of assumption as and to the extent necessary to evidence the valid and effective assumption of the Assumed Liabilities by Faro Aviation, in any such case.

2.1.5 Employees. It is contemplated that the persons listed on Schedule 2.1.5, who are currently employees of UNorth, will become employees of Faro Aviation. UNorth consents to such transfer and any related solicitation notwithstanding contrary provisions herein. If such transfer occurs, Faro Aviation will assume complete responsibility for the salaries and benefits (included accrued vacation, accrued severance rights and benefits) from and after the date of hire of such person(s) by Faro Aviation.

2.1.6 Limited Representations or Warranties. Each of the parties hereto understands and agrees that no party hereto is, in this Agreement or otherwise, making any representation or warranty whatsoever to any other party as to the value, quality or condition of any assets of such party, and all such representations and warranties are hereby disclaimed. The parties also agree and understand that there are no warranties whatsoever, whether express or implied, given by any party to this Agreement, as to the condition, quality, merchantability or fitness for a particular purpose of any of the assets, businesses or other rights transferred or retained by the parties, as the case may be, and all such assets, businesses and other rights shall be "as is, where is" and "with all faults" (provided that the absence of warranties given by the parties shall not negate the assumption of Liabilities under this Agreement and shall have no effect on any manufacturers, sellers, or other third party warranties that are intended to be transferred with such assets). It is understood, however, from and after the Closing

Date, UNorth shall be solely responsible for Excluded Liabilities, and Faro Aviation shall be solely responsible for the Assumed Liabilities.

**SECTION 2.2 Corporate Names; Trademarks.** As soon as reasonably practicable after the Closing Date but in any event within six (6) months thereafter:

(a) Faro Aviation will: (i) at its own expense, remove (or, if necessary, on an interim basis, cover up) any and all exterior signs and other identifiers located on any of its real property or premises or on the real property or premises used by Faro Aviation which refer or pertain to UNorth or which include a UNorth name, logo or other trademark or service mark or any similar mark or any derivative thereof or other intellectual property included in the UNorth Assets; and (ii) remove from all documents and media of any kind, all references to UNorth, including the UNorth corporate name, logo and any other trademark or service mark or other intellectual property included in the UNorth Assets (except that Faro Aviation shall not be required to take any such action with respect to materials in the possession of third parties); and

(b) UNorth shall have a reciprocal obligation to the Faro Aviation obligations set forth in Section 2.2(a).

**SECTION 2.3 Non-Solicitation.** During the Restricted Period:

(a) Faro Aviation will not, directly or indirectly, solicit or recruit for its employment, or hire, any employee or full-time consultant of UNorth or any of its subsidiaries (other than Faro Aviation immediately prior to the Closing Date) without the prior written consent of UNorth.

(b) UNorth shall have a reciprocal obligation to the Faro Aviation obligations set forth in Section 2.2(a).

**SECTION 2.4 Prohibited Transactions.**

2.4.1 Consolidation, Merger, etc. Faro Aviation hereby covenants and agrees that during the Restricted Period, it will not engage in or consummate a transaction that may or would cause the transactions contemplated by this Agreement to fail to qualify as a Tax-Free Reorganization. UNorth hereby covenants and agrees that during the Restricted Period, it will not engage in or consummate a transaction that may or would cause the transactions contemplated by this Agreement to fail to qualify as a Tax-Free Reorganization. Each party acknowledges that it has received a memorandum with regard to actions that may result in such failure.]

2.4.2 Non-Competition. Faro Aviation covenants and agrees that during the Restricted Competition Period, it will not engage in the development or sale of products or services that are competitive with the products and services currently being offered by UNorth. UNorth covenants and agrees that during the Restricted Competition Period, it will not engage in the development or sale of products or services that are competitive with the Aviation Products currently being offered by it.

2.4.3 Tax Classification of Faro Aviation. Faro Aviation has elected on Internal Revenue Service Form 8832 (Entity Classification Election) to be taxable as a corporation effective as of the



date of its formation and shall not change or revoke such election effective as of any time during the Restricted Period.

SECTION 2.5 Insurance. UNorth and Faro Aviation agree to cooperate in good faith to provide for an orderly transition of insurance coverage for the treatment of any insurance policies that will remain in effect following the Closing Date on a mutually agreeable basis. Nothing in this Agreement shall be deemed to restrict Faro Aviation from acquiring at its own expense any other insurance policy in respect of any Liabilities or covering any period.

SECTION 2.6 Further Assurances.

(a) In addition to the actions specifically provided for elsewhere in this Agreement, each of the parties hereto shall use its commercially reasonable efforts, on and after the Closing Date, to take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable laws, regulations and agreements to consummate and make effective the transactions contemplated by this Agreement. Without limiting the foregoing, on and after the Closing Date, each party hereto shall cooperate with the other party, to execute and deliver, or use its best efforts to cause to be executed and delivered, all instruments, including instruments of conveyance, assignment and transfer, and to make all filings with, and to obtain all consents, approvals or authorizations of, any Governmental Authority or any other Person under any permit, license, agreement, indenture or other instrument (including any consents or governmental approvals), and to take all such other actions as such party may reasonably be requested to take by any other party hereto from time to time, consistent with the terms of this Agreement, in order to effectuate the provisions and purposes of this Agreement and the transfers of Aviation-Specific Assets and the assignment and assumption of the Assumed Liabilities and the other transactions contemplated hereby and thereby. Without limiting the foregoing, each party will, at the reasonable request, cost and expense of any other party, take such other actions as may be reasonably necessary to vest in such other party good and marketable title, free and clear of any lien, if and to the extent it is practicable to do so.

(b) If the transfer or assignment of any Aviation-Specific Assets or Liabilities intended to be transferred or assigned hereunder is not consummated prior to or at the Closing Date, then the party retaining such Faro Aviation Asset or Faro Aviation Liability shall continue to take the actions required by Section 2.6(a) to consummate and make effective such transfer as soon as practicable after the Closing Date. If and when the consents and/or governmental approvals, the absence of which caused the deferral of transfer of any Faro Aviation Asset pursuant hereto, are obtained, the transfer of the applicable Faro Aviation Asset shall be effected in accordance with the terms of this Agreement and/or the applicable Ancillary Agreement. .

ARTICLE 3  
EXCHANGE OF ENTERPRISE STOCK

SECTION 3.1 Transfers. KF hereby assigns, transfers and delivers to UNorth all of his right, title and interest in and to all capital stock of UNorth owned by him (the "*UNorth Shares*"), and UNorth hereby assigns, transfers and delivers to KF all of its right, title and interest in and to all capital stock of Faro Aviation owned by it. (the "*Faro Shares*").

SECTION 3.2 Documentation. Simultaneously with the execution and delivery of this Agreement, UNorth shall deliver to KF a certificate or certificates representing the Faro Shares, duly endorsed in blank or accompanied by duly executed stock powers, and (ii) KF shall deliver to UNorth a duly executed stock power transferring to UNorth the UNorth Shares.

SECTION 3.3 Representations and Warranties of KF. KF represents and warrants to UNorth that the UNorth Shares held of record and beneficially owned by KF and are free and clear of any security interest, lien or other encumbrance. Upon delivery of the UNorth Shares to UNorth as provided herein, UNorth will acquire good and valid title to the UNorth Shares, free and clear of any security interests, liens or other encumbrances. The stock of Faro Aviation to be acquired by KF hereunder will be acquired for investment and not with a view to a sale or other disposition thereof.

SECTION 3.4 Representations and Warranties of UNorth.

UNorth represents and warrants to KF that:

3.4.1 Capital Stock. The Faro Shares represent all of the issued and outstanding shares of capital stock of Faro Aviation. There are no issued or outstanding warrants, options, preemptive rights, rights of first refusal or other rights to purchase shares of capital stock of Faro Aviation. All of the Faro Shares has been duly and validly authorized and validly issued. All of the Faro Shares are fully paid and nonassessable and are owned by UNorth free and clear of any security interests, liens or other encumbrances. Upon delivery of the Faro Shares to KF, as provided herein, KF will acquire will acquire good and valid title to the Faro Shares, free and clear of any security interests, liens or other encumbrances.

3.4.2 Title. Upon consummation of the transactions contemplated hereby, UNorth will have transferred to Faro Aviation all of its and its subsidiaries' respective, right, title and interest in the Aviation-Specific Products, and Faro Aviation will have acquired good (and, in the case in tangible assets, marketable) title in and to, or a valid leasehold interest in, each of the Aviation-Specific Assets, free and clear of all security interests, liens and other encumbrances.

3.4.3 Best Efforts. Each of the parties agrees to use reasonable best efforts to take promptly, or cause to be taken, all action and to do promptly, or cause to be done, all things necessary, proper or advisable on the part of such party, under applicable laws and regulations to consummate and make effective the transactions contemplated hereby, to obtain all necessary governmental approvals and to remove any impediments or delays, legal or otherwise, in order to consummate and make effective the transactions contemplated by this Agreement for the purpose of securing to the parties hereto the benefits contemplated by this Agreement.

#### ARTICLE 4 INDEMNIFICATION

SECTION 4.1 Indemnification by UNorth. UNorth shall indemnify, defend and hold harmless Faro Aviation and each Person, if any, after the Closing Date who controls Faro Aviation, and each of their respective directors, officers and employees, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "*Faro Aviation Indemnitees*"), from and against any and all Liabilities of the Faro Aviation Indemnitees relating to, arising out of or resulting from the inaccuracy of any of UNorth's representations contained herein and/or the failure of UNorth to pay, perform or otherwise promptly discharge any Retained Liabilities or

any other obligations contained herein in accordance with their respective terms after the date hereof.

SECTION 4.2 Indemnification by Faro Aviation. Faro Aviation shall indemnify, defend and hold harmless UNorth, and each Person, if any, after the Closing Date who controls UNorth, and each of their respective directors, officers and employees, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the “UNorth Indemnitees”) from and against any and all Liabilities of the UNorth Indemnitees relating to, arising out of or resulting from the inaccuracy of any of Faro Aviation’s or KF’s representations contained herein and/or the failure of Faro Aviation to pay, perform or otherwise promptly discharge any Assumed Liabilities or any other obligations contained herein in accordance with their respective terms after the date hereof.

SECTION 4.3 Procedures for Indemnification.

(a) If an Indemnitee shall receive notice or otherwise learn of the assertion by a Person (including any governmental authority) other than Faro Aviation or UNorth of any claim of or the commencement by any such Person of any action or legal proceeding or the making of any claim (a “Third-Party Claim”) as to which such Indemnitee is entitled to indemnification pursuant to Section 4.1 or Section 4.2 of this Agreement, such Indemnitee shall notify the Indemnifying Party in writing, and in reasonable detail, of the Third-Party Claim promptly (and in any event within fifteen (10) business days) after becoming aware of such Third-Party Claim.

(b) If a Third-Party Claim is made against an Indemnitee, the Indemnifying Party shall be entitled to participate in the defense thereof and, if it so elects in accordance with this Section 4.3(b), to assume the defense thereof by prompt notice to the Indemnitee with counsel selected by the Indemnifying Party.

(c) If an Indemnifying Party elects to assume the defense of a Third-Party Claim as provided above, in no event will the Indemnitee admit any liability with respect to, or settle, compromise or discharge, any Third-Party Claim without the Indemnifying Party’s prior written consent. If an Indemnifying Party elects to assume the defense of a Third-Party Claim as provided above, the Indemnitee will agree to any settlement, compromise or discharge of a Third-Party Claim that the Indemnifying Party may recommend and that by its terms obligates the Indemnifying Party to pay the full amount of the liability in connection with such Third-Party Claim and releases the Indemnitee completely in connection with such Third-Party Claim. If an Indemnifying Party does not elect to assume the defense of a Third-Party Claim, or fails to promptly notify an Indemnitee of its election to do so, such Indemnitee may compromise, settle or defend such Third-Party Claim, and such Indemnitee may recover the Indemnifiable Losses in connection with such compromise, settlement or defense from the Indemnifying Party.

SECTION 4.4 Additional Matters. Any claim on account of a Liability which does not result from a Third Party Claim shall be asserted by written notice given by the Indemnitee to the related Indemnifying Party. Such Indemnifying Party shall have a period of 30 days after the receipt of such notice within which to respond thereto. If such Indemnifying Party does not respond within such 30-day period, such Indemnifying Party shall be deemed to have refused to accept responsibility to make payment. If such Indemnifying Party does not respond within such 30-day period or rejects such claim in whole or in part, such Indemnitee shall be free to pursue any remedies as may be available to such party.

ARTICLE 5  
ACCESS TO INFORMATION

SECTION 5.1 Agreement for Exchange of Information. UNorth and Faro Aviation each agree to provide to the other at any time after the Closing Date, as soon as reasonably practicable after written request, any information in the possession or under the control of a party that (i) relates to (x) Faro Aviation, the conduct of the Aviation Business up to the Closing Date or the ownership of Aviation-Specific Assets up to the Closing Date, or (y) Faro Aviation or UNorth reasonably needs for regulatory, accounting or other purposes.

SECTION 5.2 Confidentiality and Non-Use. Neither UNorth nor Faro Aviation shall use or permit the use of (without the prior written consent of the other) and each such entity shall keep, and shall cause its employees and consultants to keep, confidential and not use for any purpose all non-public information concerning the other party or its business or products in its possession, its custody or under its control.

SECTION 5.3 Limitation of Liability; Release.

(a) No party shall have any liability to any other party in the event that any information exchanged or provided pursuant to this Agreement which is an estimate or forecast, or which is based on an estimate or forecast, is found to be inaccurate.

(b) Each of the parties, except as otherwise specifically set forth in this Agreement, hereby releases and forever discharges the others and their employees, directors and officers of and from all Liabilities against such other party which the releasing party has or ever had, which arise out of or relate to events, circumstances or actions taken by such other party prior to the Closing Date; provided, however, that the foregoing general release shall not apply to this Agreement or the transactions contemplated hereby.

ARTICLE 6  
MISCELLANEOUS

SECTION 6.1 Complete Agreement; Construction. This Agreement, including the Exhibits and Schedules, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter.

SECTION 6.2 Counterparts. This Agreement may be executed in one or more counterparts (including by fax), all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

SECTION 6.3 Survival of Agreements. Except as otherwise contemplated by this Agreement, all covenants and agreements of the parties contained in this Agreement shall survive the Closing Date.

SECTION 6.4 Separation Expenses. Each party shall bear its own costs and expenses in connection with the preparation, execution, delivery, printing and implementation of this Agreement and the consummation of the transactions contemplated thereby, and such costs and expenses shall be deemed to be Assumed Liabilities or Excluded Liabilities, as applicable.

SECTION 6.5 Notices. Any notice or communication required or permitted hereunder (each a “Notice”) shall be sent by email, shall be effective one business day after being properly transmitted to the correct email address. The current email addresses of the parties, which may be changed by email notice) are:

If to UNorth, to legal@unorth.com:

—

If to Faro Aviation or KF, to:

—

SECTION 6.6 Waivers. The failure of any party to require strict performance by any other party of any provision in this Agreement will not waive or diminish that party’s right to demand strict performance thereafter of that or any other provision hereof.

SECTION 6.7 Amendments. This Agreement may not be modified or amended except by an agreement in writing signed by the parties hereto.

SECTION 6.8 Successors and Assigns. The provisions to this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

SECTION 6.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed in the State of California, without regard to any laws that might otherwise govern under applicable principles of conflicts of laws thereof.

SECTION 6.10 Severability. If any provision of this Agreement is held or declared by a court of competent jurisdiction to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (d) in lieu of such illegal, invalid or unenforceable provision, the parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic or operational effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

*[Signature page immediately follows.]*

*Signature page to Separation and Exchange Agreement*

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of

\_\_\_\_\_.

UNORTH, INC.

By: \_\_\_\_\_  
Michael Faro, President

FARO AVIATION, LLC

By: \_\_\_\_\_  
Kevin Faro, Owner/Manager

\_\_\_\_\_  
Kevin Faro, individually