

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Epiq Systems, Inc.		08/14/2015	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	Minus -10 Software, LLC		
Street Address:	P.O. Box 498879		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45249		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86462680	CASEFILECE	
CORRESPONDENCE DATA			
Fax Number:	5132290683		
<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:	5132290383		
Email:	rjr@hn-iplaw.com		
Correspondent Name:	Ronald J Richter		
Address Line 1:	8837 Chapel Square Dr		
Address Line 2:	Suite C		
Address Line 4:	Cincinnati, OHIO 45249		
NAME OF SUBMITTER:	Ronald J Richter		
SIGNATURE:	/Ronald J Richter/		
DATE SIGNED:	06/01/2016		
Total Attachments: 12			
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MEMBERSHIP INTEREST PURCHASE AGREEMENT

by and among

EPIQ SYSTEMS ACQUISITION, INC.,

MINUS -10 SOFTWARE, LLC,

THE BUYERS NAMED HEREIN,

and

THE BUYER REPRESENTATIVE NAMED HEREIN

dated and effective as of

August 14, 2015

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MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Membership Interest Purchase Agreement, dated August 14, 2015, is entered into between Epiq Systems Acquisition, Inc., a New York corporation ("*Seller*"), Minus -10 Software, LLC, an Ohio limited liability company ("*M10*"), the Buyer Representative, and the individuals identified on Exhibit A (individually a "*Buyer*" and collectively the "*Buyers*").

RECITALS

WHEREAS, Seller is the owner of a 100% membership interest in M10 ("*Membership Interest*"); and

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, the Membership Interest, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS & INTERPRETATIONS.

1.1 Defined Terms. In addition to the terms defined in the introductory paragraph and the Recitals of this Agreement, for purposes hereof, the capitalized terms used herein and not otherwise defined shall have the meanings set forth in Appendix A.

1.2 References and Rules of Construction. All references in this Agreement to Exhibits, Schedules, Appendices, Articles, Sections, subsections, clauses and other subdivisions refer to the corresponding Exhibits, Schedules, Appendices, Articles, Sections, subsections, clauses and other subdivisions of or to this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any Exhibits, Schedules, Appendices, Articles, Sections, subsections, clauses and other subdivisions of this Agreement are for convenience only, do not constitute any part of this Agreement and shall be disregarded in construing the language hereof. The words "this Agreement," "herein," "hereby," "hereunder" and "hereof," and words of similar import, refer to this Agreement as a whole and not to any particular Article, Section, subsection, clause or other subdivision unless expressly so limited. The words "this Article," "this Section," "this subsection," "this clause," and words of similar import, refer only to the Article, Section, subsection and clause hereof in which such words occur. The word "including" (in its various forms) means "including without limitation." All references to "\$" or "dollars" shall be deemed references to United States dollars. Each accounting term not defined herein will have the meaning given to it under GAAP as interpreted as of the date of this Agreement. Unless expressly provided to the contrary, the word "or" is not exclusive. Pronouns in masculine, feminine or neuter genders shall be construed to state and include any other gender, and words, terms and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Appendices, Exhibits and Schedules referred to herein are attached to and by this reference incorporated herein for all purposes. Reference herein to any federal, state, local or foreign Law shall be deemed to also include any amendment thereto, any modification or re-enactment thereof, any legislative provision substituted therefore, and all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "day" or "days" shall mean calendar days, unless denoted as a Business Day.

2. PURCHASE AND SALE.

2.1 Purchase and Sale. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell to Buyers, and Buyers shall purchase from Seller, all of Seller's right, title and interest in and to the Membership Interest, free and clear of any mortgage, pledge, lien, charge, security interest, claim or

other encumbrance (collectively, "**Encumbrance**"). The total Membership Interest allocated to each Buyer individually is set forth in Exhibit B. In consideration of the aforesaid sale, Buyers shall tender the Purchase Price to Seller at the Closing.

2.2 Closing. The Closing shall take place on the Closing Date, be deemed to have occurred at 12:01 a.m., and be handled as a remote closing.

3. REPRESENTATIONS AND WARRANTIES OF BUYERS.

Each Buyer represents and warrants to Seller that the statements contained in this Section 3 are true and correct as of the date hereof. For purposes of this Section, "**Buyer's knowledge**," "**knowledge of Buyer**" and any similar phrases shall mean the actual or constructive knowledge of any agent or representative of such Buyer, after due inquiry.

3.1 Authorization and Enforceability. The execution, delivery and performance of this Agreement and all documents required to be executed and delivered by Buyers at the Closing, and the performance of the transactions contemplated hereby and thereby, have been duly and validly authorized on behalf of each Buyer. This Agreement has been duly executed and delivered by each Buyer (and all documents required hereunder to be executed and delivered by each Buyer at the Closing will be duly executed and delivered by each Buyer) and this Agreement (assuming that this Agreement constitutes the legal, valid and binding obligations of Sellers) constitutes, and at the Closing such documents will constitute, the valid and binding obligations of each Buyer, enforceable in accordance with their terms except as such enforceability may be limited by applicable Laws. Each Buyer is entering into this Agreement as an individual investor.

3.2 No Conflicts. The execution, delivery and performance of this Agreement by Buyers, and the transactions contemplated by this Agreement, will not (a) result in a default (with due notice or lapse of time or both) or the creation of any Lien or give rise to any right of termination, cancellation or acceleration under any of the terms, conditions or provisions of any material note, bond, mortgage, indenture, license or agreement to which any Buyer is a party, (b) violate any judgment, order, ruling, or decree by which any Buyer is bound, (c) violate any Laws applicable to Buyer or any of its assets, except to the extent such matters would not have a materially adverse effect on a Buyer's ability to perform its obligations under this Agreement or consummate the transactions contemplated hereby in a timely manner.

3.3 Liability for Brokers' Fees. Buyer has not directly or indirectly, in connection with this Agreement or the transactions contemplated hereby (a) employed any broker, finder or agent or (b) agreed to pay or incurred any obligation to pay any broker's or finder's fee, any sales commission or any similar form of compensation.

3.4 Litigation. There are no Proceedings pending or, to Buyer's knowledge, threatened before any Governmental Body or arbitrator against Buyer that are reasonably likely to materially impair a Buyer's ability to perform its obligations under this Agreement or any document required to be executed and delivered by Buyer at the Closing.

3.5 Accredited Investor. Each Buyer is an accredited investor as defined in Regulation D under the Securities Act.

3.6 Investment Purpose. Each Buyer has been advised that the Membership Interest is not registered under the Securities Act, or any state securities laws, and represents, warrants and agrees that (a) Buyer is acquiring the securities represented by the Membership Interest for its own account, solely for investment purposes, and not with a view to resale said securities; (b) Buyer has such knowledge and experience in business and financial matters which enables it to be capable of evaluating the risks and merits of this investment; (c) Buyer is able to bear the economic risks of this investment, up to and including a total loss; (d) the Membership Interest will not be resold or otherwise transferred or assigned

by Buyer without appropriate compliance with the registration provisions of the Securities Act, or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable; (e) Buyer has been provided with or permitted access to all information which it deems material to formulating an investment decision and that such information has been sufficient to make an informed investment decision; (f) Buyer is aware of the risks associated with the investment contemplated herein; and (g) in making the decision to enter into this Agreement and to consummate the transactions contemplated hereby, each Buyer has relied and will rely solely on (i) the basis of its own independent due diligence investigation of the assets and the provisions of this Agreement, and (ii) the representations and warranties specifically made by Seller in Section 4.

3.7 Approvals. No consent, approval, order, or authorization of, or declaration, filing, or registration with, any Governmental Body or any Third-Party is required to be obtained or made by any Buyer in connection with its execution, delivery or performance under this Agreement, each other agreement, instrument, or document executed or to be executed by each Buyer in connection with the transactions contemplated hereby to which it is a party or the consummation by it of the transactions contemplated hereby and thereby, in each case other than any such consent, approval, order, authorization, declaration, filing or registration the failure of which to obtain or make would not have a material adverse effect on such Buyer's ability to perform its obligations under this Agreement or consummate the transactions contemplated hereby in a timely manner.

3.8 Ongoing Business Operations. After the Closing, Buyers shall operate the business of M10 in the ordinary and usual course, consistent with past practice, and shall continue to provide its services to each customer listed on Section 4.8 of the Disclosure Schedule throughout the remainder of each customer's existing contract term (assuming no voluntary termination by a customer).

3.9 Cease and Desist. Upon Closing, M10 will immediately stop using Seller's tradename in connection with its marketing activities, and will remove any and all references to Seller or Seller's Intellectual Property that may be embedded in the Owned IP.

3.10 Tax Matters.

a. Buyer shall prepare and timely file, or shall cause to be prepared and timely filed, all Tax Returns for M10 that relate to taxable periods prior to April 1, 2014 and those ending on or after the Closing Date.

b. Buyer shall pay, and be solely responsible for any income, sales, transfer, use or other similar taxes, charges, fees or expenses, if any, that become due and payable as a result of the transactions contemplated by this Agreement.

3.11 Acknowledgement of No Warranty or Reliance. **EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH BUYER ACKNOWLEDGES THERE ARE NO REPRESENTATIONS AND WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, BY SELLER AS TO THE MEMBERSHIP INTEREST OR THE ASSETS, AND EACH BUYER AGREES IT HAS NOT RELIED UPON ANY ORAL OR WRITTEN INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS EMPLOYEES.**

4. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller represents and warrants to Buyer that the statements contained in this Section 4 are true and correct as of the date hereof. For purposes of this Section, "*Seller's knowledge*," "*knowledge of Seller*" and any similar phrases shall mean the actual or constructive knowledge of any director or officer of Seller, after due inquiry.

4.1 Title to Membership Interest.

a. Seller has good, valid, and marketable title to, and is the record and beneficial owner of a 100% Membership Interest in M10, free and clear of all Liens, other than (i) restrictions on transfer that may be imposed by federal or state securities Laws, or (ii) the Governing Documents.

b. There are no outstanding subscriptions, options, warrants, rights, convertible securities or other contracts of any character obligating any party to issue, purchase or repurchase any Membership Interest.

4.2 Authorization and Enforceability. This Agreement has been duly executed and delivered by Seller (and all documents required hereunder to be executed and delivered by Seller at the Closing will be duly executed and delivered by Seller) and this Agreement (assuming that this Agreement constitutes the legal, valid and binding obligation of Buyer) constitutes, and at the Closing such documents will constitute, the valid and binding obligations of Seller, enforceable in accordance with their terms except as such enforceability may be limited by applicable Laws.

4.3 No Conflicts. The execution, delivery and performance of this Agreement by Seller, and the transactions contemplated by this Agreement, will not (a) result in a default (with due notice or lapse of time or both) or the creation of any Lien or give rise to any right of termination, cancellation or acceleration under any of the terms, conditions or provisions of any material note, bond, mortgage, indenture, license or agreement to which Seller is a party, (b) violate any judgment, order, ruling or decree by which Seller is bound, or (c) violate any Laws applicable to such Seller, except as would not have a materially adverse effect with respect to Seller's ability to perform its obligations under this Agreement or consummate the transactions contemplated hereby in a timely manner

4.4 Liability for Brokers' Fees. Seller has not directly or indirectly, in connection with this Agreement or the transactions contemplated hereby (a) employed any broker, finder or agent or (b) agreed to pay or incurred any obligation to pay any broker's or finder's fee, any sales commission or any similar form of compensation.

4.5 Litigation. There are no Proceedings pending or, to Seller's knowledge, threatened before any Governmental Body or arbitrator against Seller that are reasonably likely to materially impair Seller's ability to perform its obligations under this Agreement or any document required to be executed and delivered by Seller at the Closing.

4.6 Approvals. No consent, approval, order, or authorization of, or declaration, filing, or registration with, any Governmental Body or any Third-Party is required to be obtained or made by Seller in connection with its execution, delivery or performance under this Agreement, each other agreement, instrument, or document executed or to be executed by Seller in connection with the transactions contemplated hereby to which it is a party or the consummation by it of the transactions contemplated hereby and thereby, in each case other than any such consent, approval, order, authorization, declaration, filing or registration the failure of which to obtain or make would not have a material adverse effect on such Seller's ability to perform its obligations under this Agreement or consummate the transactions contemplated hereby in a timely manner.

4.7 Financial Statement. The Income Statement attached as Section 4.7 of the Disclosure Schedule ("*Financial Statement*"), fairly and accurately reflects the books and records of M10, and has been prepared using generally accepted accounting principles applied on a consistent basis.

4.8 No Undisclosed Liabilities. M10 has no liabilities or obligations whether accrued, absolute, fixed, contingent or otherwise, except (a) to the extent reflected or taken into account in the most recent Financial Statement, and (b) liabilities incurred in the ordinary course of business consistent with past practice.

4.9 Customers. To Seller's knowledge, Section 4.9 of the Disclosure Schedule lists all current customers of M10.

4.10 Taxes.

a. All Tax Returns that are required to be filed by or with respect to M10 prior to the Closing Date (taking into account any valid extension of time within which to file) have been or will be timely filed.

b. Seller shall prepare and timely file, or shall cause to be prepared and timely filed, all Tax Returns for M10 that relate to taxable periods from April 1, 2014 through the Closing Date.

c. No examination, audit, claim, assessment, levy, or administrative or judicial proceeding related to any Tax Returns or Taxes of or with respect to M10 are currently pending or have been proposed in writing or have been threatened.

d. No waivers or extensions of statutes of limitations have been given or requested in writing with respect to any amount of Taxes of or with respect to M10 or any Tax Returns of or with respect to M10.

4.11 Compliance with Laws. To Seller's knowledge, M10 is in compliance in all material respects with all applicable Laws, and, as of the date of this Agreement, Seller has not received any written notice from any Governmental Body or any other Person that M10 is in material violation of, or has materially violated, any applicable Laws.

4.12 Intellectual Property. Seller acknowledges that the Owned IP constitutes proprietary intellectual property of M10, and after the Closing Seller will not have any right to use or otherwise access the Owned IP.

4.13 Owned Real Property. M10 does not own, and has not owned any real property.

4.14 Certain Disclaimers. **EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, (I) SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (II) SELLER EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO BUYER OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES.**

5. COVENANTS OF THE PARTIES.

5.1 Resignation of Directors and Officers. Seller shall cause each director, officer and manager of M10 to resign, said resignations to be effective as of the Closing.

5.2 Commercially Reasonable Efforts; Further Assurances.

a. Subject to the terms and conditions of this Agreement, each of Seller and Buyer will use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable Laws to consummate the transactions contemplated by this Agreement.

b. After the Closing, Seller and Buyers agree to take such further actions and to execute, acknowledge and deliver all such further documents as are reasonably requested by the other Party for carrying out the purposes of this Agreement or any document delivered pursuant to this Agreement, including all agreements to be executed by the Parties in connection with the consummation of the transactions contemplated by this Agreement.

APPENDIX A
DEFINITIONS

“Affiliate” of a Person shall mean a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first mentioned Person.

“Agreement” means this Membership Interest Purchase Agreement, together with the Appendix, Exhibits Schedules and the Disclosure Schedule.

“Buyer” or “Buyers” has the meaning set forth in the preamble.

“Buyer’s Knowledge” has the meaning set forth in Section 3.

“Buyer Releasees” has the meaning set forth in Section 8.1.

“Buyer Releasers” has the meaning set forth in Section 8.1.

“Buyer Representative” means William R. Gruber, Jr. or any successor appointed pursuant to Section 11.15.

“Claims” has the meaning set forth in Section 8.1.

“Closing” means the date on which the Closing occurs.

“Closing Date” means August 14, 2015.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Disclosure Schedule” means the disclosure schedule of even date herewith prepared and signed by the Seller and M10 and delivered to Buyers simultaneously with the execution hereof.

“Encumbrance” has the meaning set forth in Section 2.1.

“Governmental Body” means any instrumentality, subdivision, court, administrative agency, commission, official or other authority of the United States or any other country or any state, municipality, locality or other government or political subdivision thereof, or any quasi-governmental or private body exercising any administrative, executive, judicial, legislative, police, regulatory, taxing, importing or other governmental or quasi-governmental authority.

“Governing Documents” means, when used with respect to an entity, the documents governing the formation and operation of such entity, including (a) in the instance of a partnership, the partnership agreement, and (b) in the instance of a limited liability company, the certificate of formation and limited liability company agreement.

“Governmental Entity” shall mean a court, arbitral tribunal, administrative agency or commission or other governmental or other regulatory authority or agency.

“Indemnified Party” has the meaning set forth in Section 9.4.

“Indemnifying Party” has the meaning set forth in Section 9.4.

“Knowledge of Buyer” has the meaning set forth in Section 3.

“Knowledge of Seller” has the meaning set forth in Section 4.

“Laws” shall mean any federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule (including any rules regarding discovery), code, order, requirement or rule of law (including common law).

“Lien” means any claim, lien, mortgage, security interest, pledge, charge, setoff, option or encumbrance of any kind.

“Membership Interest” has the meaning set forth in the recitals.

“Owned IP” shall mean any and all IP owned by the Company, including without limitation, CASEFILEPRO™, CasefileCE, Pro SE, and nbcEX.

“Original MIPA” means the Membership Interest Purchase Agreement, dated April 1, 2014, entered into by and between Epiq Systems Acquisition, Inc., Minus -10 Software, LLC, William R. Gruber, Jr. as the Seller Representative, and the Sellers name therein.

“Party” or “Parties” shall mean individually and collectively each of the Seller, M10 and the Buyers.

“Person” means a natural person, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Entity or other entity or organization.

“Proceedings” means all proceedings, actions, claims, suits, investigations and inquiries by or before any arbitrator or Governmental Body.

“Purchase Price” means One Dollar (\$1.00).

“Releasor” has the meaning set forth in Section 8.3.

“Securities Act” means the Securities Act of 1933, as amended.

“Seller” has the meaning set forth in the preamble.

“Seller’s Knowledge” has the meaning set forth in Section 4.

“Seller Releasees” has the meaning set forth in Section 8.2.

“Seller Releasors” has the meaning set forth in Section 8.2.

“Third-Party” means any Person other than the Seller, M10, any of the Buyer, or any respective Affiliates of the foregoing.

“Tax” or “Taxes” means all taxes, duties, levies, penalties or other assessments imposed by any federal, state, local or foreign governmental authority, including income, gross receipts, excise, personal and real property (including leaseholds and interests in leaseholds), sales, gain, use, license, custom duty, unemployment, capital stock, membership interest, transfer, franchise, payroll, withholding, social security, minimum estimated, profit, gift, severance, value added, disability, premium, recapture, credit, occupation, service, leasing, employment, stamp and other taxes, and shall include interest, penalties or additions attributable thereto or attributable to any failure to comply with any requirement regarding Tax Returns

“Tax Return” shall mean any return (including estimated returns), report, information return, statement, declaration or other document (including any related or supporting information) filed or required to be filed with any United States federal, state, local or foreign Governmental Entity in connection with any determination, assessment or collection of any Tax or other administration of any Laws or administrative requirements (collectively “returns”) and any amendments to such returns.

EXHIBIT C

ASSIGNMENT OF MEMBERSHIP INTEREST

MINUS –10 SOFTWARE, LLC

THIS ASSIGNMENT AGREEMENT (“*Agreement*”), dated August 14, 2015, is entered into by and between Epiq Bankruptcy Solutions, LLC, a New York limited liability company (“*Assignor*”) and the individuals and entities identified on Schedule 1 (individually, “*Assignee*” and collectively, “*Assignees*”).

RECITALS

WHEREAS, Assignor is the owner of a 100% membership interest in Minus –10 Software, LLC, an Ohio limited liability company (“*M10*”); and

WHEREAS, pursuant to the terms of the Membership Interest Purchase Agreement, dated August 14, 2015 (“*MIPA*”), Assignor has agreed to assign, transfer and sell to Assignees it’s 100% membership interest in M10 along with all other interests it has in M10 (collectively, the “*Assigned Interest*”).

WHEREAS, Assignor now wishes to assign and transfer to Assignees all of Assignor's right, title and interest in and to the Assigned Interest by the execution and delivery of this Agreement.

ASSIGNMENT AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignees, all of Assignor's right, title and interest in and to the Assigned Interest, including all voting, consent and financial rights now or hereafter existing and associated with ownership of the Assigned Interest. Assignor’s membership interest shall be allocated to Assignees individually pursuant to the allocation percentages specified on Schedule 1.
2. Representations of Assignor. Assignor represents and warrants that (a) Assignor is the true and lawful owner of the Assigned Interest and has good title to the same; (b) Assignor has made no prior assignment or sale of the Assigned Interest and that no other person or entity has any right, title or interest therein; and (c) the execution and delivery hereof by Assignor and the assignment of all its right, title and interest in and to the Assigned Interest does not contravene any agreement to which Assignor is a party or by which it or its property, or M10’s property is bound.
3. Representations of Assignee. Each Assignee has been advised that the Assigned Interest is not registered under the Securities Act of 1933, as amended, or any state securities laws, and represents, warrants and agrees that (a) Assignee is acquiring the securities represented by the Assigned Interest for its own account, solely for investment purposes, and not with a view to resale said securities; (b) Assignee has such knowledge and experience in business and financial matters which enables it to be capable of evaluating the risks and merits of this investment; (c) Assignee is able to bear the economic risks of this investment, up to and including a total loss; (d) the Assigned Interest will not be resold or otherwise transferred or assigned by Assignee without appropriate compliance with the registration provisions of the Securities Act of 1933, as amended, or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable; and (e) Assignee has been provided with or permitted access to all information which it deems material to formulating an investment decision and that such information has been sufficient to make an informed investment decision.