

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Venture Lending & Leasing VI, Inc.		01/29/2015	Corporation: MARYLAND
Venture Lending & Leasing VII, Inc.		01/29/2015	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	8047227 Canada Inc.		
Street Address:	6300 Avenue Auteuil, Suite 300		
City:	Brossard, Québec		
State/Country:	CANADA		
Postal Code:	J4Z 3P2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4274354	APPSTACK	
CORRESPONDENCE DATA			
Fax Number:	2026373593		
<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:	202-383-0100		
Email:	eteas@sutherland.com		
Correspondent Name:	J. Johnson SUTHERLAND ASBILL & BRENNAN		
Address Line 1:	700 Sixth Street, NW, Suite 700		
Address Line 4:	Washington, D.C. 20001		
ATTORNEY DOCKET NUMBER:	64329-0052		
NAME OF SUBMITTER:	James H. Johnson, Jr.		
SIGNATURE:	/James H. Johnson, Jr./		
DATE SIGNED:	08/11/2016		
Total Attachments: 28			
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FORECLOSURE SALE AGREEMENT

This FORECLOSURE SALE AGREEMENT (the "Agreement") is entered into as of January 29, 2015, by and among Venture Lending & Leasing VI, Inc., a Maryland corporation ("VLL6"), Venture Lending & Leasing VII, Inc., a Maryland corporation ("VLL7" and along with VLL6, together as "Sellers" and each individually as "Seller") and 8047227 Canada Inc., a Federal corporation ("Purchaser").

RECITALS

A. Reference is made to the Loan and Security Agreement and Supplement thereto, both dated as of February 6, 2013 (referred to herein together, and as the same have been amended, supplemented and modified from time to time, as the "Loan Agreement"), between AppStack, Inc., a Delaware corporation ("Debtor"), and Sellers. All capitalized terms not otherwise defined in this Agreement have the meanings ascribed to them in the Loan Agreement.

B. In order to secure the prompt payment and performance of all obligations owing by Debtor to Sellers under the Loan Agreement (all of such obligations with respect to the loans and other extensions of credit under the Loan Agreement and related documents are collectively referred to herein as the "Obligations"), Debtor granted to Sellers blanket security interests in the Collateral. Sellers' security interests in the Collateral were perfected by the filing of a UCC-1 Financing Statement with the Delaware Department of State recorded on February 6, 2013 as file number 20130499831 (the "Financing Statement").

C. Debtor is now in default of its Obligations to Sellers, including an Event of Default under Section 7.1(a) of the Loan Agreement. On September 10, 2014, Sellers notified Debtor that such Event of Default had occurred and accelerated the Obligations, which are now due and payable.

D. Pursuant to the terms of the Loan Agreement, the loan documents executed and delivered in connection therewith and applicable law, after the occurrence and during the continuance of an Event of Default, Sellers have the right to enforce all of their remedies against Debtor and the Collateral, and Sellers have elected to conduct a private foreclosure sale of certain items of the Collateral.

E. On December 11, 2014, Sellers sent Debtor a notification of disposition of collateral (the "Notification") stating that Sellers intended to sell all right, title and interest of Debtor in and to the Collateral privately sometime after December 21, 2014.

F. Sellers, having exercised their post-default rights under the CUCC with respect to the Collateral and subject to the terms and conditions of this Agreement, have agreed to sell to Purchaser, and Purchaser has agreed to buy from Sellers, all of Debtor's right, title and interest in the Collateral described on Exhibit "A", wherever located (the items Collateral described on Exhibit "A" are hereinafter referred to as the "Transferred Assets") and the parties have agreed to immediately close the transaction after executing this Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Sellers hereby agree as follows:

1. Sale of Transferred Assets. Upon the terms and subject to the conditions of this Agreement, in consideration of and in exchange for Sellers' receipt of the consideration described in Section 2 hereof, Sellers agree, on the Closing Date (as defined herein), to irrevocably sell, transfer, assign, convey, and set over to Purchaser, and Purchaser agrees to purchase from Sellers, all of Debtor's right, title and interest in and to the Transferred Assets, "as is", "where is", and without recourse, and (except as set forth in Section 7 below) without representations or warranties of any kind, express or implied, including, without limitation, any warranties as to title, possession, quiet enjoyment, merchantability, value, useful life, fitness for intended use, physical condition, non-infringement, or similar representations and warranties. Moreover, Sellers make no representations or warranties and have no liability whatsoever on behalf of Debtor or any third parties with regard to the operation, performance, nonperformance, quality, availability, completeness, validity, or accuracy of any of the Transferred Assets or the delay, error, or interruption of the flow of information in connection with use of any of the foregoing. In addition, notwithstanding anything to the contrary contained herein or in the Bill of Sale (as defined below), the Transferred Assets shall not, except to the extent permitted by applicable law, include, to the extent prohibited by any license or other agreement, any software or other licensed products that may be installed on or attached to the Transferred Assets. On the Closing Date, Sellers and Purchaser shall execute and deliver to each other: (i) a Bill of Sale, substantially in the form attached hereto as Exhibit "B" (the "Bill of Sale"); and (ii) a Trademark Transfer Statement (as contemplated by 9619 of the CUCC), substantially in the form attached hereto as Exhibit "C" (the "Trademark Transfer Statement"). The sale and transfer of the Transferred Assets to Purchaser hereunder shall be made pursuant to Section 9610 of the CUCC and shall constitute a "disposition" under the CUCC. Purchaser shall constitute and have the rights of a "transferee" under the provisions of the CUCC, including without limitation, the provisions of Section 9617 of the CUCC.

Notwithstanding anything to the contrary in this Agreement, the Transferred Assets shall not include any of the Excluded Assets (hereinafter defined) and the Excluded Assets shall not be transferred to Purchaser, but shall be retained by Sellers or Debtor, as applicable. For purposes of this Agreement, "Excluded Assets" shall mean the following items of Debtor's personal property: (a) all cash, cash equivalents, deposit accounts, investment property, securities accounts and uncashed checks; (b) any contracts of insurance and any rights of each Seller as an additional insured or loss payee on any insurance contract obtained by Debtor; (c) any right that Debtor has with respect to cash deposits securing Debtor's obligations to third parties, including cash deposits made in connection with insurance policies and claims for refunds thereof; (d) any right that Debtor has with respect to tax refunds, claims for tax refunds and tax attributes; (e) to the extent the transfer contemplated herein is prohibited by any license or other agreement, any software or other licensed products that may be installed on or attached to the Transferred Assets delivered to Purchaser; (f) corporate minute books, and other books and records that do not relate to the Transferred Assets; and (g) more than sixty-five percent (65%) of the issued and outstanding capital stock, membership units or other securities entitled to vote owned or held of record by Debtor in any Subsidiary that is a controlled foreign corporation (as defined in the Internal Revenue Code).

2. Consideration. The purchase price for the Transferred Assets ("Purchase Price") to be paid at Closing is Ninety Thousand United States Dollars (\$90,000). The Purchase Price payable at Closing under this Section 2 shall be paid in equal payments of Forty-Five Thousand United States Dollars (\$45,000) to each of VLL6 and VLL7. The foregoing amounts will be wired pursuant to the wire instructions listed on Exhibit "D".

3. Closing. Subject to satisfaction of the conditions precedent set forth in Sections 5 and 6 below, the closing of the sale of the Transferred Assets (the "Closing") will be held immediately following satisfaction or waiver (by the party for whose benefit such condition exists) of the conditions set forth in Sections 5 and 6. The date on which the Closing is consummated is referred to herein as a "Closing Date."

4. Delivery of Possession. Except as provided in this Section 4, Sellers shall be under no obligation to cause delivery of control or possession of the Transferred Assets to Purchaser. Purchaser understands and acknowledges that Debtor, and not Sellers, is in possession and control of the Transferred Assets; provided, however, that Sellers shall use their reasonable best efforts to cause delivery of control or possession of the Transferred Assets to Purchaser at Closing or as soon as practicable following Closing.

5. Sellers' Conditions Precedent. Sellers' obligations to consummate the Closing shall be conditioned upon the satisfaction or waiver of the following:

a. The representations, warranties, and covenants of Purchaser made herein shall have been true in all material respects when made and at all times after the date when made, to and including the Closing Date, with the same force and effect as if made on and as of each such times, including the Closing Date.

b. As of the Closing Date, neither the sale of the Transferred Assets by Sellers nor any of the transactions contemplated hereby is prohibited by any stay or injunction in any litigation, governmental action, or other proceeding, including, without limitation, the "automatic stay" under 11 U.S.C. § 362 in any pending case under title 11 of the United States Code by or against Debtor.

c. Sellers shall have received the Purchase Price.

d. The Closing occurs on or before January 31, 2015.

6. Purchaser's Conditions Precedent. Purchaser's obligations to consummate the Closing shall be conditioned upon the satisfaction or waiver of the following:

a. The representations, warranties, and covenants of Sellers made herein shall have been true in all material respects when made and at all times after the date when made, to and including the Closing Date, with the same force and effect as if made on and as of each such times, including the Closing Date.

b. As of the Closing Date, neither the sale of the Transferred Assets by Sellers nor any of the transactions contemplated hereby is prohibited by any stay or injunction in any litigation,

governmental action, or other proceeding, including, without limitation, the "automatic stay" under 11 U.S.C. § 362 in any pending case under title 11 of the United States Code by or against Debtor.

c. Sellers and Purchaser shall have executed and delivered to Purchaser the Bill of Sale and the Trademark Transfer Statement.

7. Representations and Warranties of Sellers. Except as to Sellers' representations and warranties as expressly provided below, the Transferred Assets are being sold "as is," and "where is" with no express or implied representations and warranties of any kind, nature, or type whatsoever from, or on behalf of, Sellers. Notwithstanding the foregoing, each Seller, severally but not jointly, represents and warrants to Purchaser as follows:

a. Seller (i) is duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation; and (ii) has all requisite corporate power and authority to execute, deliver, and perform the transactions contemplated hereby.

b. The execution, delivery, and performance by Seller of this Agreement, the Bill of Sale and the Trademark Transfer Statement and the consummation of the transactions contemplated hereby and thereby are within the corporate power of such Seller and have been duly authorized by all necessary corporate actions on the part of such Seller. The execution of each of this Agreement, the Bill of Sale and the Trademark Transfer Statement by such Seller constitutes, or will constitute, a legal valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

c. No consent, approval, authorization or order of, or registration or filing with, or notice to, any court or governmental agency or body having jurisdiction or regulatory authority over such Seller (or any of its properties) is required for (i) such Seller's execution and delivery of this Agreement (and each agreement executed and delivered by it in connection herewith) or (ii) the consummation by such Seller of the transactions contemplated by this Agreement (and each agreement executed and delivered by it in connection herewith) or, to the extent so required, such consent, approval, authorization, order, registration, filing or notice has been obtained, made or given (as applicable) and is still in full force and effect.

d. (i) Seller has a valid, enforceable and perfected lien upon and security interest in Debtor's right, title and interest in the Transferred Assets to the extent a security interest therein may be perfected by the filing of the Financing Statement and/or filing of an intellectual property security agreement with the appropriate office, (ii) Seller has not amended or modified any of the terms of the Loan Agreement so as to limit its rights to enter into this Agreement with Purchaser to sell and convey title to the Transferred Assets; and (iii) to such Seller's knowledge, based solely upon the results of Uniform Commercial Code search requests of the offices of the Secretary of State of the States of Delaware and California, both certified on December 10, 2014, there are no outstanding security interests of record that are superior to the security interests of such Seller in the Transferred Assets.

e. Debtor is in default of its obligations to Seller and one or more defaults under the Loan Agreement has occurred and is continuing, and such Seller is entitled to sell the Transferred Assets under the terms of the Loan Agreement, the provisions of the CUCC, and other applicable laws.

f. The disposition of the Transferred Assets effected by this Agreement and the other documents and instruments executed and delivered in connection herewith comply with the Loan Agreement and associated documents and applicable law and transfers to Purchaser all of the right, title and interest of Debtor therein, discharges Sellers' security interests therein, and discharges any security interests or liens subordinate to the security interests of Sellers.

8. Representations and Warranties of Purchaser. Purchaser represents and warrants to Sellers as follows:

a. Purchaser (i) is a duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization; and (ii) has all requisite power and authority to execute, deliver, and perform the transactions contemplated hereby.

b. The execution, delivery, and performance by Purchaser of this Agreement and the consummation of the transaction contemplated hereby are within the power of Purchaser and have been duly authorized by all necessary actions on the part of Purchaser. The execution of this Agreement by Purchaser constitutes, or will constitute, a legal valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

c. No consent, approval, authorization or order of, or registration or filing with, or notice to, any court or governmental agency or body having jurisdiction or regulatory authority over Purchaser (or any of its properties) is required for (i) Purchaser's execution and delivery of this Agreement (and each agreement executed and delivered by it in connection herewith) or (ii) the consummation by Purchaser of the transactions contemplated by this Agreement (and each agreement executed and delivered by it in connection herewith) or, to the extent so required, such consent, approval, authorization, order, registration, filing or notice has been obtained, made or given (as applicable) and is still in full force and effect.

d. Purchaser has inspected and evaluated the Transferred Assets and is aware of and relies solely on the representations and warranties of Sellers contained herein and Purchaser's knowledge of the value and condition of the Transferred Assets. Purchaser is familiar and sophisticated with respect to the Transferred Assets. Purchaser has conducted all inspections, reviews and other due diligence deemed to be necessary and appropriate by Purchaser with respect to the Transferred Assets, and has made an informed and independent decision with respect to this Agreement.

e. Sellers have not made any representation, warranty, statement of fact, or expression of opinion to Purchaser with regard to the Transferred Assets, except as stated herein, and Sellers are not now and were not previously under any duty to do so.

9. Expenses. Except as set forth in Section 10, each party to this Agreement shall be responsible for all costs and expenses incurred or expended in connection with the transactions contemplated by this Agreement.

10. Transfer Taxes. Purchaser shall be responsible for the payment of all sales, use, withholding, value-added, gross receipts, excise, registration, stamp, duty, transfer and other similar taxes or governmental fees relating to the transfer of the Transferred Assets contemplated by this Agreement.

On the Closing Date, Purchaser shall remit to Sellers any sales tax due as a result of the transactions contemplated by this Agreement. Sellers hereby agree to file all necessary documents with respect to such amounts in a timely manner.

11. Notices. Any notice or other communication provided for herein or given hereunder to a party hereto shall be in writing, and shall be deemed given when personally delivered to a party set forth below or when sent by facsimile or electronic mail providing a transmission confirmation (provided that such notice is immediately sent by a recognized overnight delivery service), or three (3) days after mailed by first class mail, registered, or certified, return receipt requested, postage prepaid, or when delivered by nationally-recognized overnight delivery service, with proof of delivery, delivery charges prepaid, in any case addressed as follows:

To Sellers: Venture Lending & Leasing VI, Inc.
 Venture Lending & Leasing VII, Inc.
 104 La Mesa Dr., Suite 102
 Portola Valley, CA 94028
 Attention: Chief Financial Officer
 Fax: 650-234-4343

To Purchaser: 8047227 Canada Inc.
 6300 Auteuil, Suite 300
 Brossard, Québec
 J4Z 3P2
 Attention: Bruno Martel
 Email: bmartel@acquisio.com

12. Miscellaneous.

a. Entire Agreement. This Agreement, together with the Bill of Sale and the Trademark Transfer Statement and the schedules and exhibits attached hereto and thereto, constitutes the entire agreement of the parties hereto regarding the purchase and sale of the Transferred Assets, and all prior agreements, understandings, representations and statements, oral or written, are superseded hereby.

b. Captions. Section captions used in this Agreement are for convenience only, and do not affect the construction of this Agreement.

c. Counterpart Execution. This Agreement and the other documents described herein may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other means of electronic transmission shall be effective as delivery of a manually executed counterpart thereof and shall be deemed an original signature for all purposes.

d. Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

e. Further Assurances. At any time or from time to time after the Closing, Sellers shall, at the request and expense of Purchaser, execute and deliver (and use reasonable best efforts to cause Debtor to execute and deliver, in Debtor's own capacity or through the exercise of a power of attorney granted to Sellers by Debtor) such further instruments and documents as Purchaser may reasonably request as may be reasonably necessary to evidence or effect the consummation of the transactions contemplated by this Agreement and the sale, transfer and assignment of the Transferred Assets.

f. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Purchaser and Sellers. No waiver by any party hereto of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

g. Governing Law. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of California (without reference to conflicts of law principles).

h. Waiver of Trial by Jury. SELLERS AND PURCHASER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO, THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. SELLERS AND PURCHASER HEREBY AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE OTHER PARTY OR PARTIES HERETO TO WAIVER OF ITS OR THEIR RIGHT TO TRIAL BY JURY.

i. Submission to Jurisdiction; Selection of Forum. EACH PARTY HERETO (A) AGREES THAT IT SHALL BRING ANY ACTION OR PROCEEDING IN RESPECT OF ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTAINED IN OR CONTEMPLATED BY THIS AGREEMENT, WHETHER IN TORT OR CONTRACT OR AT LAW OR IN EQUITY, EXCLUSIVELY IN (I) THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION, OR IN THE EVENT THAT SUCH COURT LACKS SUBJECT MATTER JURISDICTION OVER THE ACTION OR PROCEEDING, (II) IN AN APPROPRIATE CALIFORNIA STATE COURT IN SAN JOSE, CALIFORNIA (SUCH FEDERAL OR STATE COURT IN SAN JOSE, CALIFORNIA IS HEREAFTER REFERRED TO AS THE "CHOSEN COURT") AND (B) IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE CHOSEN COURT, (C) WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO LAYING VENUE IN ANY SUCH ACTION OR PROCEEDING IN THE CHOSEN COURT, (D) WAIVES ANY ARGUMENT THAT THE CHOSEN COURT IS AN INCONVENIENT FORUM OR DOES NOT HAVE JURISDICTION OVER ANY PARTY THERETO, AND (E) AGREES THAT SERVICE OF PROCESS UPON ANY

PARTY IN ANY SUCH ACTION OR PROCEEDING SHALL BE EFFECTIVE IF NOTICE IS GIVEN IN ACCORDANCE WITH SECTION 11 OF THIS AGREEMENT.

j. WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY, if the above waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or controversies of any nature between them arising at any time shall be decided by a reference to a private judge, mutually selected by the parties (or, if they cannot agree, by the Presiding Judge of the Santa Clara County, California Superior Court) appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts), sitting without a jury, in Santa Clara County, California; and the parties hereby submit to the jurisdiction of such court. The reference proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure §§ 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such party may apply to the Santa Clara County, California Superior Court for such relief. The proceeding before the private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and order applicable to judicial proceedings in the same manner as a trial court judge. The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to the California Code of Civil Procedure § 644(a). Nothing in this paragraph shall limit the right of any party at any time to obtain provisional remedies. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.

k. Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. For purposes of this Agreement and the other documents and instruments executed and delivered in connection herewith, the following other rules of construction shall apply, unless specifically indicated to the contrary: (i) wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter; (ii) the term "or" is not exclusive; (iii) the term "including" (or any form thereof) shall not be limiting or exclusive and shall mean "including without limitation"; (iv) all references to statutes and related regulations shall include any amendments thereof and any successor statutes and regulations; (v) the words "herein," "hereof" and "hereunder" or other words of similar import refer to this Agreement as a whole, including the exhibits and schedules hereto, as the same may from time to time be amended, modified or supplemented, and not to any particular section, subsection or clause contained in this Agreement; (vi) all references in this Agreement or in the exhibits and schedules to this Agreement to sections, schedules, disclosure schedules, exhibits, and attachments shall refer to the corresponding sections, schedules, disclosure schedules,

exhibits, and attachments of or to this Agreement; and (vii) all references to any instruments or agreements shall include any and all modifications or amendments thereto.

l. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

m. Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Purchaser may not assign its rights or interests under this Agreement, or delegate all or any of its obligations or duties hereunder, without the prior written consent of Sellers. Sellers may assign their rights and interests under this Agreement and may delegate all or any of their obligations or duties hereunder by providing Purchaser with written notice thereof.

n. Confidentiality. Purchaser and Sellers agree that they will hold in confidence all information, data and documents obtained by them or any of their representatives from any representative, officer or employee of each other relating to the Transferred Assets or this Agreement (the "Confidential Information"), and that none of them nor any of their representatives will disclose any such information, data or documents to any third party and none of them will discuss this Agreement or the transactions contemplated hereby with any party other than officers, employees, agents and representatives of the party or their legal counsel and financing sources deemed necessary to the completion of the transactions described herein. Notwithstanding the foregoing, Purchaser agrees that this Section 12n shall not prohibit Debtor, Sellers or their attorneys from notifying Debtor's creditors that substantially all of Debtor's tangible and intangible assets have been disposed of by Sellers. Notwithstanding the foregoing, Confidential Information shall not include information that is (i) generally available to the public other than as a result of this Section 12(n) or other act or omission of Seller or (ii) rightfully received after the date hereof from a third party not under any obligation of confidentiality with respect to such information.

o. No Assumption of Liabilities. For avoidance of doubt, Purchaser shall not assume any liabilities in connection with the acquisition of the Transferred Assets contemplated by this Agreement, including, without limitation, any of Debtor's existing debts or any liabilities of Debtor arising prior to Closing.

p. Assignability and Consents. Notwithstanding anything to the contrary contained in this Agreement, if the conveyance, assignment, transfer or delivery or attempted conveyance, assignment, transfer or delivery to Purchaser of any Transferred Asset is (i) prohibited by any applicable law or (ii) would require any authorizations, approvals, consents or waivers from a third party to convey, assign, transfer or deliver such Transferred Asset and such authorizations, approvals, consents or waivers have not been obtained prior to the Closing Date (each, a "Non-Assignable Asset"), in either case, the Closing shall proceed (subject to the parties' rights under Sections 5 and 6), but the Closing shall not constitute the conveyance, assignment, transfer or delivery of such Non-Assignable Asset, and this Agreement shall not constitute a conveyance, assignment, transfer or delivery of such Non-Assignable Asset unless and until such authorization, approval, consent or waiver is obtained. After the Closing, Sellers shall not otherwise convey, transfer, terminate or waive (as applicable) any rights to such Non-Assignable Asset, but will continue to use reasonable best efforts and cooperate with Purchaser, without additional consideration, to obtain any such authorization, approval, consent or waiver as promptly as practicable. Once authorization, approval or waiver of or consent for the conveyance, assignment, transfer or delivery of any such Non-Assignable Asset not conveyed, assigned, transferred or delivered at

the Closing is obtained, Sellers shall convey, assign, transfer and deliver such Non-Assignable Asset to Purchaser at no additional cost to Purchaser. Notwithstanding anything to the contrary contained in this Agreement, Purchaser shall not assume any liabilities with respect to a Non-Assignable Asset until it has been conveyed, assigned, transferred and delivered to Purchaser.

q. IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR SIMILAR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, CLAIMS FOR SERVICE INTERRUPTION AND CLAIMS FOR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH PURCHASER'S OR ITS CUSTOMERS' OR ANY OTHER PARTY'S USE, MAINTENANCE OR OPERATION OF ANY OF THE TRANSFERRED ASSETS, IRRESPECTIVE OF THE CAUSE OF ACTION OR THEORY UPON WHICH LIABILITY FOR SUCH DAMAGES MIGHT BE ALLEGED, INCLUDING BUT NOT LIMITED TO, INFRINGEMENT, MISAPPROPRIATION, NEGLIGENCE, OR OTHER TORT, BREACH OF CONTRACT OR WARRANTY (EXPRESS OR IMPLIED), STRICT LIABILITY OR OTHERWISE, WHETHER AT LAW, IN EQUITY OR OTHERWISE, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM FOR DAMAGES. EXCEPT IN THE EVENT OF FRAUD BY PURCHASER, PURCHASER'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL BE THE PAYMENT OF THE PURCHASE PRICE AS REQUIRED PURSUANT TO SECTION 2 OF THIS AGREEMENT. EXCEPT IN THE EVENT OF FRAUD BY SELLERS, IN NO EVENT SHALL SELLERS' TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE PURCHASE PRICE ACTUALLY PAID BY PURCHASER TO SELLERS PURSUANT TO SECTION 2 OF THIS AGREEMENT. EXCEPT IN THE EVENT OF FRAUD BY A PARTY TO THIS AGREEMENT, SELLERS AND PURCHASER AGREE THAT THE PROVISIONS OF THIS AGREEMENT SHALL CONSTITUTE THE EXCLUSIVE REMEDY AVAILABLE TO SELLERS AND PURCHASER FOR DAMAGES. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

r. UCC3. Upon Closing, Purchaser is authorized to file a Form UCC 3 terminating the effectiveness of Seller's Financing Statement with respect to the Transferred Assets only.

(The remainder of this page is intentionally left blank; signature pages follow.)

[Signature page to Foreclosure Sale Agreement]

IN WITNESS WHEREOF, Purchaser and Sellers have caused this Agreement to be executed as of the day and year first above written.

SELLERS:

VENTURE LENDING & LEASING VI, INC.

By [Signature]
Name: Rudy Ruano
Its: Investment Partner

VENTURE LENDING & LEASING VII INC.

[Signature]
Name: Rudy Ruano
Its: Investment Partner

[Signature page to Foreclosure Sale Agreement]

PURCHASER:

8047227 CANADA INC.

By: _____

Name: Bruno Martel

Its: _____

CFO

EXHIBIT "A"

TRANSFERRED ASSETS

The term "Transferred Assets" is defined on Exhibit A to the Bill of Sale attached as Exhibit "B" to this Agreement.

EXHIBIT "B"

BILL OF SALE

Pursuant to § 9610 of the California Commercial Code and all other applicable law, and in for the consideration provided under Section 2 of the FS Agreement (as defined below), the receipt of which is hereby acknowledged, Venture Lending & Leasing VI, Inc. and Venture Lending & Leasing VII, Inc. (together, "Sellers") does hereby sell, transfer and deliver to 8047227 Canada Inc. ("Purchaser"), all of the right, title and interest of AppStack, Inc., a Delaware corporation ("Debtor") and Sellers, to certain of the assets of Debtor, which are more particularly described in Exhibit "A" attached to this Bill of Sale, wherever located. Said assets shall hereinafter be referred to as the "Transferred Assets."

The sale transfers to Purchaser all of Debtor's right, title and interest in and to the Transferred Assets free and clear of any and all security interests of Sellers and any security interests or liens subordinate thereto.

EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES OF SELLERS EXPRESSLY SET FORTH IN THAT CERTAIN FORECLOSURE SALE AGREEMENT BETWEEN SELLERS AND PURCHASER, DATED AS OF [DATE] ("FS AGREEMENT"), THE TRANSFERRED ASSETS ARE TRANSFERRED WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO TITLE, POSSESSION, QUIET ENJOYMENT, MERCHANTABILITY, VALUE, USEFUL LIFE, FITNESS FOR INTENDED USE, PHYSICAL CONDITION, NON-INFRINGEMENT OR SIMILAR REPRESENTATIONS AND WARRANTIES FROM, OR ON BEHALF OF, SELLERS. PURCHASER HEREBY AGREES THAT THE TRANSFERRED ASSETS ARE BEING PLACED AT PURCHASER'S DISPOSAL IN "AS IS" AND "WHERE IS" CONDITION.

Except as provided in the FS Agreement, Purchaser acknowledges that it has not relied upon any representations of Sellers, except as may specifically be provided herein and therein, and that it has examined the validity, quantity, quality and value of the Transferred Assets and has accepted the same without recourse to Sellers and Sellers disclaims any representation or warranty that particular property described on Exhibit "A" exists, in whole or in part, or is in a form usable to Purchaser.

IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR SIMILAR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, CLAIMS FOR SERVICE INTERRUPTION AND CLAIMS FOR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH PURCHASER'S OR ITS CUSTOMERS' OR ANY OTHER PARTY'S USE, MAINTENANCE OR OPERATION OF ANY OF THE TRANSFERRED ASSETS, IRRESPECTIVE OF THE CAUSE OF ACTION OR THEORY UPON WHICH LIABILITY FOR SUCH DAMAGES MIGHT BE ALLEGED, INCLUDING BUT NOT LIMITED TO, INFRINGEMENT, MISAPPROPRIATION, NEGLIGENCE, OR OTHER TORT, BREACH OF CONTRACT OR WARRANTY (EXPRESS OR IMPLIED), STRICT LIABILITY OR OTHERWISE, WHETHER AT LAW, IN EQUITY OR OTHERWISE, EVEN IF THAT

PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM FOR DAMAGES. EXCEPT IN THE EVENT OF FRAUD BY PURCHASER, PURCHASER'S TOTAL LIABILITY HEREUNDER AND UNDER THE FS AGREEMENT SHALL BE THE PAYMENT OF THE PURCHASE PRICE AS REQUIRED PURSUANT TO SECTION 2 THEREOF. EXCEPT IN THE EVENT OF FRAUD BY SELLERS, IN NO EVENT SHALL SELLERS' TOTAL LIABILITY HEREUNDER AND UNDER THE FS AGREEMENT EXCEED THE AMOUNT OF THE PURCHASE PRICE ACTUALLY PAID BY PURCHASER TO SELLERS PURSUANT TO SECTION 2 OF THE FS AGREEMENT. EXCEPT IN THE EVENT OF FRAUD BY A PARTY HERETO OR TO THE FS AGREEMENT, SELLERS AND PURCHASER AGREE THAT THE PROVISIONS HEREOF AND OF THE FS AGREEMENT SHALL CONSTITUTE THE EXCLUSIVE REMEDY AVAILABLE TO SELLERS AND PURCHASER FOR DAMAGES. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION HEREUNDER AND UNDER THE FS AGREEMENT.

As between Sellers and Purchaser only, in addition to all the consideration paid hereunder, Purchaser shall be liable for all sales, use, withholding, excise, stamp, documentary, filing, recording, transfer or similar fees or taxes and shall hold Sellers harmless from any cost relating thereto.

All aspects of this Bill of Sale, including construction, validity and performance of this Bill of Sale, shall be governed by, and construed and enforced in accordance with, the laws of the State of California. The Purchaser and Sellers agree to submit to the exclusive jurisdiction of the state and Federal courts located in the County of Santa Clara, State of California.

[Signatures on the Following Pages]

[Signature page to Bill of Sale]

Executed at _____, _____ this ____ day of January 2015.

"Sellers"

VENTURE LENDING & LEASING VI, INC.

By: _____

Name: David Wasek

Its: Vice President

VENTURE LENDING & LEASING VII, INC.

By: _____

Name: David Wasek

Its: Vice President

[Signature page to Bill of Sale]

THE FOREGOING IS AGREED AND ACCEPTED:

8047227 CANADA INC.

By: 

Name: Brian Martel

Its: CFO

Date: January __, 2015

48046/0015
JTK/484254.4

TRADEMARK
REEL: 005853 FRAME: 0297

Exhibit "A"
To
Bill of Sale

The term "Transferred Assets" means all right, title and interest of Debtor in and to the following items of personal property in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached: all of the tangible and intangible assets of Debtor, including, without limitation, all of Debtor's right, title and interest in and to the following property: (a) all Receivables; (b) all Equipment; (c) all Fixtures; (d) all General Intangibles; (e) all Inventory; (f) all Shares; (g) all other Goods and personal property of Debtor, whether tangible or intangible and whether now or hereafter owned or existing, leased, consigned by or to, or acquired by, Debtor and wherever located; (h) all Records; and (i) all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing. Notwithstanding the foregoing the term "Transferred Assets" shall not include the Excluded Assets.

Capitalized terms used in this Exhibit "A" are defined as follows:

"Account" means any "account," as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached and, in any event, shall include, without limitation, all accounts receivable, book debts and other forms of obligations (other than forms of obligations evidenced by Chattel Paper, Documents or Instruments) in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached (including, without limitation, under any trade name, style or division thereof) whether arising out of goods sold or services rendered by Debtor or from any other transaction, whether or not the same involves the sale of goods or services by Debtor (including, without limitation, any such obligation that may be characterized as an account or contract right under the UCC) and all of Debtor's rights in, to and under all purchase orders or receipts in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached for goods or services, and all of Debtor's rights to any goods represented by any of the foregoing (including, without limitation, unpaid seller's rights of rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or repossessed goods), and all monies due or to become due to Debtor under all purchase orders and contracts for the sale of goods or the performance of services or both by Debtor or in connection with any other transaction (whether or not yet earned by performance on the part of Debtor), in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached, including, without limitation, the right to receive the proceeds of said purchase orders and contracts, and all collateral security and guarantees of any kind given by any Person with respect to any of the foregoing.

"Chattel Paper" means any "chattel paper," as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

"Copyright License" means any written agreement granting any right to use any Copyright or Copyright registration in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

"Copyrights" means all of the following in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached: (i) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; (ii) all registrations,

applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (iii) all continuations, renewals or extensions thereof; and (iv) any registrations to be issued under any pending applications.

“Deposit Accounts” means any “deposit accounts,” as such term is defined in the UCC, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest.

“Documents” means any “documents,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

“Equipment” means any “equipment” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached, wherever located, together with all attachments, components, parts and equipment and accessories installed thereon or affixed thereto.

“Excluded Assets” shall mean the following items of personal property in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached: (a) all cash, cash equivalents, Deposit Accounts, Investment Property, securities accounts and uncashed checks; (b) any contracts of insurance and any rights of Seller as an additional insured or loss payee on any insurance contract obtained by Debtor; (c) any right that Debtor has with respect to cash deposits securing Debtor’s obligations to third parties, including cash deposits made in connection with insurance policies and claims for refunds thereof; (d) any right that Debtor has with respect to tax refunds, claims for tax refunds and tax attributes; (e) to the extent the transfer contemplated herein is prohibited by any license or other agreement, any software or other licensed products that may be installed on or attached to the Transferred Assets delivered to Purchaser; (f) corporate minute books, and other books and records that do not relate to the Transferred Assets; and (g) more than sixty-five percent (65%) of the issued and outstanding capital stock, membership units or other securities entitled to vote owned or held of record by Debtor in any Subsidiary that is a controlled foreign corporation (as defined in the Internal Revenue Code).

“Fixtures” means any “fixtures,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

“General Intangibles” means any “general intangibles,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached and, in any event, shall include, without limitation, all right, title and interest that Debtor may now or hereafter have in or under any contract, all customer lists, Copyrights, Trademarks, Patents, websites, domain names, and all applications therefor and reissues, extensions, or renewals thereof, other rights to Intellectual Property, interests in partnerships, joint ventures and other business associations, Licenses, permits, trade secrets, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, recipes, experience, processes, models, drawings, materials and records, goodwill (including, without limitation, the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License), and rights to sue for past, present and future infringement of Copyrights, Trademarks and Patents.

“Goods” means any “goods,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

"Instruments" means any "instrument," as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

"Intellectual Property" means all Copyrights, Trademarks, Patents, Licenses, trade secrets, source codes, customer lists, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, skill, expertise, experience, processes, models, drawings, materials, records and goodwill associated with the foregoing.

"Inventory" means any "inventory," as such term is defined in the UCC, wherever located, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached, and, in any event, shall include, without limitation, all inventory, goods and other personal property that are held by or on behalf of Debtor for sale or lease or are furnished or are to be furnished under a contract of service or that constitute raw materials, work in process or materials used or consumed or to be used or consumed in Debtor's business, or the processing, packaging, promotion, delivery or shipping of the same, and all finished goods, whether or not the same is in transit or in the constructive, actual or exclusive possession of Debtor or is held by others for Debtor's account, including, without limitation, all goods covered by purchase orders and contracts with suppliers and all goods billed and held by suppliers and all such property that may be in the possession or custody of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents or other persons.

"Investment Property" means any "investment property," as such term is defined in the UCC, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest.

"Letter of Credit Rights" means any "letter of credit rights," as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached, including any right to payment under any letter of credit.

"License" means any Copyright License, Patent License, Trademark License or other license of rights or interests in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached and any renewals or extensions thereof.

"Patent License" means any written agreement granting any right with respect to any invention on which a Patent is in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

"Patents" means all of the following property in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached: (a) all letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (b) all reissues, continuations, continuations-in-part or extensions thereof; (c) all petty patents, divisionals, and patents of addition; and (d) all patents to be issued under any such applications.

"Person" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation,

other entity or government (whether federal, state, county, city, municipal, local, foreign, or otherwise, including any instrumentality, division, agency, body, or department thereof).

"Proceeds" means "proceeds," as such term is defined in the UCC in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

"Receivables" means all of Debtor's Accounts, Instruments, Documents, Chattel Paper, Supporting Obligations, and letters of credit and Letter of Credit Rights in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

"Records" means all Debtor's computer programs, software, hardware, source codes and data processing information, all written documents, books, invoices, ledger sheets, financial information and statements, and all other writings concerning Debtor's business, in each case, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

"Shares" means: (a) one hundred percent (100%) of the issued and outstanding capital stock, membership units or other securities owned or held of record by Debtor in any domestic Subsidiary in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached, and (b) 65% of the issued and outstanding capital stock, membership units or other securities entitled to vote owned or held of record by Debtor in any Subsidiary that is a controlled foreign corporation (as defined in the Internal Revenue Code) in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

"Subsidiary" means any Person a majority of the equity ownership or voting stock of which is in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

"Supporting Obligations" means any "supporting obligations," as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

"Trademark License" means any written agreement granting any right to use any Trademark or Trademark registration in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

"Trademarks" means all of the following property in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached: (a) all trademarks, tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof and (b) reissues, extensions or renewals thereof.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of California; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, Seller's lien on any of the Transferred Assets is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of California, the term "UCC" shall mean the Uniform Commercial Code as enacted

and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions. Unless otherwise defined herein, terms that are defined in the UCC and used herein shall have the meanings given to them in the UCC.

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JTK/484254.4

TRADEMARK
REEL: 005853 FRAME: 0302

EXHIBIT "C"

FORM OF TRADEMARK TRANSFER STATEMENT

TRADEMARK TRANSFER STATEMENT
(under Uniform Commercial Code Section 9-619)

WHEREAS, AppStack, Inc., a Delaware corporation ("AppStack"), is the registered owner of certain trademarks and service marks registered in the United States Patent and Trademark Office, foreign trademark registrations, and common law trademarks and service marks, which are set forth on the Schedule attached hereto (hereinafter collectively referred to as the "Marks") and is the owner of the goodwill associated with the Marks;

WHEREAS, AppStack, in a certain Intellectual Property Security Agreement, dated as of February 6, 2013 and recorded with the United States Patent and Trademark Office, previously granted to each of Venture Lending & Leasing VI, Inc. ("VLL6") and Venture Lending & Leasing VII, Inc. ("VLL7" and sometimes being referred to herein together with VLL6 as "Secured Parties" and individually as a "Secured Party") security interests in all of AppStack's right, title and interest in and to all general intangibles and other personal property owned by AppStack, including, without limitation, the Marks and associated goodwill as security for certain loans which are in default;

WHEREAS, AppStack has defaulted in connection with its secured obligations to Secured Parties;

WHEREAS, each Secured Party has exercised its post-default rights of foreclosure of its security interests in and to the Marks and the goodwill associated therewith, and pursuant to a power of sale and foreclosure has conveyed on January [date], 2015, the Marks and associated goodwill to 8047227 Canada Inc., a Federal corporation ("Transferee"); and

WHEREAS, by reason of the exercise of such post-default remedies, all rights of AppStack in and to the Marks have been acquired by Transferee.

NOW, THEREFORE, in accordance with Section 9619(b) of the California Commercial Code, Transferee is entitled to a transfer of record of all right, title and interest of Sellers (if any) and AppStack in and to the Marks and associated goodwill, and request is hereby made that the Commissioner of Patents and Trademarks and the United States Patent and Trademark Office accept the foregoing transfer statement and promptly amend its records to reflect the aforesaid transfer to Transferee.

The mailing address of AppStack, Secured Parties and the Transferee are as follows:

AppStack:

AppStack, Inc.
c/o Western Technology Investment
104 La Mesa Drive, Suite102
Portola Valley, CA 94028
Attention: Chief Financial Officer

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TRADEMARK
REEL: 005853 FRAME: 0303

Secured Parties:

Venture Lending & Leasing VI, Inc.
Venture Lending & Leasing VII, Inc.
104 La Mesa Drive, Suite 102
Portola Valley, CA 94028
Attention: Chief Financial Officer

Transferee:

8047227 Canada Inc.
6300 Auteuil, Suite 300
Brossard, Québec
J4Z 3P2
Attention: Bruno Martel

This instrument may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. This instrument may be executed by facsimile signature, and such signature shall be treated as a fully enforceable signature hereto.

[Signature pages follow]

[Signature Page to Trademark Transfer Statement]

IN WITNESS WHEREOF, each Secured Party and Transferee has caused its name to be signed by a duly authorized representative this 29 day of January 2015.

SECURED PARTIES:

VENTURE LENDING & LEASING VI, INC.

By: 

Name: David Wanek

Title: Vice President

VENTURE LENDING & LEASING VII, INC.

By: 

Name: David Wanek

Title: Vice President

TRANSFEREE:

8047227 CANADA INC.

By: 

Name: Bruno Martel

Title: CFO

Schedule of Trademarks

Description

U.S. Registration/Application
Number

Registration/Application Date



Reg. No. 4,274,354
App. No. 85/490,889

Reg. 01/15/2013
Filing Date 12/08/2011

EXHIBIT "D"

SELLERS' WIRE TRANSFER INSTRUCTIONS

Venture Lending & Leasing VI, Inc.

VENTURE LENDING & LEASING VI, INC.	
Amount:	\$45,000
Bank Name:	Union Bank
Bank Address:	1980 Saturn St., Monterey Park, CA 91755
Swift Code/BIC No:	BOFCUS33 (International Wires Only)
ABA#:	1220-00496
Credit To:	Venture Lending & Leasing VI, Inc.
Account No.:	6733002650
Ref:	TRUSF Branch 09569 / Domestic Custody
Attention:	Kevin Bruni

Venture Lending & Leasing VII, Inc.

VENTURE LENDING & LEASING VII, INC.	
Amount:	\$45,000
Bank Name:	Union Bank
Bank Address:	1980 Saturn St., Monterey Park, CA 91755
Swift Code/BIC No:	BOFCUS33 (International Wires Only)
ABA#:	1220-00496

48046/0015
JTK/464254.4

For Credit To:	Venture Lending & Leasing VII, Inc. Collection
Account No:	6712005301
Ref:	TRUSF Branch 09569 / Domestic Custody Trust Department
Attention:	Kevin Bruni

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