

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM417882

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900395794		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Novantas, Inc.		01/20/2017	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Novarica, Inc		
<b>Street Address:</b>	175 Federal Street, Suite 510		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85542546	NOVARICA MARKET NAVIGATOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	vjohnson@novantas.com		
<b>Correspondent Name:</b>	Virginia D Johnson		
<b>Address Line 1:</b>	485 Lexington Avenue 20th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>NAME OF SUBMITTER:</b>	Virginia Johnson		
<b>SIGNATURE:</b>	/Virginia Johnson/		
<b>DATE SIGNED:</b>	03/01/2017		
<b>Total Attachments: 33</b>			
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**CONTRIBUTION AGREEMENT**

**by and between**

**NOVARICA, INC., as *Newco***

**AND**

**NOVANTAS, INC., as *Assignor***

**Dated as of December 31, 2014**

**LIST OF ANNEXES**

Annex I      Definitions  
Annex II     Notices

**LIST OF SCHEDULES**

Schedule 2.1.1(a)      Contributed Contracts  
Schedule 2.1.1(b)      Contributed Receivables  
Schedule 2.1.1(c)      Contributed Intellectual Property  
Schedule 2.1.1(d)      Contributed Cash  
Schedule 2.2.1(c)      Assumed Accounts Payable

## CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this “*Agreement*”) is dated as of December 31, 2014 by and between Novarica, Inc., a Delaware corporation (“*Newco*”) and Novantas, Inc., a Delaware corporation (the “*Assignor*”). Newco and the Assignor are each referred to individually as a “*Party*,” and together as the “*Parties*.”

### RECITALS

A. Certain capitalized terms used but not defined elsewhere in the text of this Agreement are defined in Annex I hereto.

B. Newco is a Delaware corporation, which has been incorporated prior to the execution of this Agreement for the purpose of completing the transactions contemplated by this Agreement.

C. In connection with the transactions contemplated by this Agreement, and on the terms contained in this Agreement, the Assignor desires to contribute all of the right, title and interest of Assignor in and to the Contributed Assets (as hereinafter defined) to Newco, and to receive in exchange therefor 800,000 shares of common stock of Newco, par value \$0.01 per share (the “*Newco Shares*”).

D. The Parties intend that, immediately following the Closing (i) the Assignor will own one hundred percent (100%) of the total issued and outstanding Newco Shares, and (ii) Newco shall hold all right, title and interest in and to the Contributed Assets.

E. The Parties further intend that, (i) following completion of the transactions contemplated by this Agreement and as part of the same plan of reorganization, Assignor will distribute all the Newco Shares to shareholders of Assignor (the “*Distribution*”), and (ii) the Distribution and the transactions contemplated by this Agreement qualify as a reorganization under Sections 351(a), 355 and 368(a)(1)(D) of the Code.

NOW, THEREFORE, the Parties agree as follows:

### I. CERTAIN INTERPRETIVE MATTERS.

1.1 Certain Interpretive Matters. Unless the context requires otherwise, (i) all references to Sections, Articles, Exhibits, Annexes, or Schedules are to be Sections, Articles, Exhibits, Annexes, or Schedules of or to this Agreement, (ii) each term defined in this Agreement has the meaning assigned to it, (iii) each accounting term not otherwise defined in this Agreement has the meaning commonly applied to it in accordance with GAAP, (iv) words in the singular include the plural and vice versa, (v) all references to \$ or dollar amounts will be to lawful currency of the United States, (vi) to the extent the term “*day*” or “*days*” is used, it will mean calendar days, (vii) the pronoun “*his*” refers to the masculine, feminine, and neuter, (viii) the words “*herein*,” “*hereby*,” “*hereof*,” “*hereunder*,” and other words of similar import refer to this Agreement as a whole and not to any particular Section, Article, or other subdivision, (ix) the word “*or*” when used in this Agreement is not exclusive, (x) the term “*including*” means

“*including without limitation*”, and (xi) references to a Person are also to its permitted successors, representatives, agents and assigns.

(a) No provision of this Agreement will be interpreted in favor of, or against, either of the Parties by reason of the extent to which such Party or its counsel participated in the drafting of this Agreement or by reason of the extent to which any such provision is inconsistent with any prior draft of this Agreement.

(b) All references to “*efforts*,” “*reasonable efforts*,” or words of similar import will be deemed to mean “*commercially reasonable efforts*.”

## II. CONTRIBUTION OF ASSETS AND ASSUMPTION OF LIABILITIES; CLOSING.

### 2.1 Contribution of Assets.

2.1.1 Contributed Assets. In consideration of the issuance by Newco of the Newco Shares to the Assignor, and on the terms set forth in this Agreement, at the Closing, Assignor shall transfer, assign, and contribute to Newco, and Newco shall accept, free and clear of all Liens, all of the right, title and interest of Assignor in and to all of the following assets (collectively, the “*Contributed Assets*”):

(a) all rights existing under the Contracts of Assignor set forth on the attached Schedule 2.1.1(a);

(b) the Receivables and other assets of Assignor set forth on Schedule 2.1.1(b) (collectively, the “*Contributed Receivables*”);

(c) the Intellectual Property Rights of Assignor set forth on Schedule 2.1.1(c);

(d) the amount of Cash set forth on Schedule 2.1.1(d) (the “*Contributed Cash*”); and

(e) all good will and going concern value, permits, licenses, franchises, orders, registrations, certificates, variances, approvals and similar rights obtained from governments and governmental agencies that relate to, arise in connection with or are otherwise attendant to ownership of the Contributed Assets or assumption of the Assumed Liabilities, and all data and records pertaining thereto.

### 2.2 Assumption of Liabilities.

2.2.1 Assumed Liabilities. In consideration of the contribution of the Contributed Assets by the Assignor, and on the terms set forth in this Agreement, Newco agrees to assume and to pay, defend, discharge and perform as and when due the following liabilities and obligations of the Assignor (collectively, the “*Assumed Liabilities*”):

(a) all liabilities and obligations of the Assignor that relate to the Contributed Assets arising on or after the date hereof, other than as set forth below;

(b) liabilities and obligations of Assignor in connection with and to the extent arising on or after the date hereof pursuant to all Contracts which are set forth on Schedule 2.1.1(a); and

(c) the accounts payable and other liabilities of Assignor set forth on Schedule 2.2.1(c) (collectively, the “*Assumed Accounts Payable*”).

2.3 Contribution of Newco Shares to Assignor. At the Closing, as consideration for Assignor’s contribution of the Contributed Assets to Newco and the assumption by Newco of the Assumed Liabilities, Newco will issue the Newco Shares to the Assignor.

2.4 Closing. The closing (the “*Closing*”) of the transactions contemplated by this Agreement will take place at the offices of Sheppard, Mullin, Richter & Hampton LLP at 30 Rockefeller Plaza, New York, New York 10112, on the date hereof (the date on which the Closing occurs is referred to in this Agreement as the “*Closing Date*”).

2.4.1 At the Closing, Newco shall deliver the following to the Assignor:

(a) a duly executed stock certificate representing, in the aggregate, all of the Newco Shares;

(b) all acknowledgements, approvals and consents necessary to be obtained in connection with the transactions contemplated by this Agreement, in form and substance reasonably satisfactory to the Assignor; and

(c) except to the extent waived by Newco, such certificates as are reasonably necessary to relieve Assignor of any obligation, in connection with the transactions contemplated by this Agreement, to withhold or collect any amount with respect to transfer or other Taxes.

2.4.2 At the Closing, the Assignor shall deliver the following to Newco:

(a) all acknowledgements, approvals and consents necessary to be obtained in connection with the transactions contemplated by this Agreement, in form and substance reasonably satisfactory to Newco;

(b) any and all documents necessary to properly record the assignment to Newco of all of the Assignor’s right, title and interest in and to the Intellectual Property Rights; and

(c) except to the extent waived by Newco, such certificates of applicable tax authorities and other documents and instruments as are reasonably necessary to relieve Newco of any obligation, in connection with the transactions contemplated by this Agreement, to withhold any amount with respect to Taxes or Tax obligations of Assignor and its predecessors (including but not limited to a duly completed United States Internal Revenue Form W-9 and any equivalent state or local form).

2.5 Proceedings. Except as otherwise specifically provided for herein, all proceedings that will be taken and all documents that will be executed and delivered by the Parties on the Closing Date will be deemed to have been taken and executed simultaneously, and no proceeding will be deemed taken nor any document deemed executed and delivered until all such proceedings have been taken and all such documents have been executed and delivered.

### III. POST-CLOSING ADJUSTMENTS

3.1.1 Notwithstanding anything herein to the contrary, the Contributed Receivables set forth on Schedule 2.1.1(b) (the “*Estimated Receivables*”), the Contributed Cash set forth on Schedule 2.1.1(d) (the “*Estimated Cash*”) and Assumed Accounts Payable set forth on Schedule 2.2.1(c) (the “*Estimated Accounts Payable*”) represent Assignor’s good-faith estimate of the amount of each such item as of the Closing Date, calculated in accordance with GAAP applied on a basis consistent with the preparation of the Assignor’s regularly prepared financial statements. On or about January 31, 2015, Newco shall deliver to the Assignor its calculation of the actual amount of (a) the Contributed Cash (“*Closing Cash*”), (b) Contributed Receivables (“*Closing Receivables*”) and (c) Assumed Accounts Payable (“*Closing Accounts Payable*”), in each case as of the Closing Date, calculated in accordance with GAAP applied on a basis consistent with the preparation of the Assignor’s regularly prepared financial statements (the “*Closing Statement*”). Newco shall provide the Assignor with reasonable access to its books and records and to any other documents or information relating to the preparation of the Closing Statement or calculation of amounts reflected thereon reasonably requested by the Assignor, and to Newco’s employees responsible for and knowledgeable about the information used therein, and the preparation or calculation thereof.

3.1.2 If the Actual Contribution Amount is greater than the Estimated Contribution Amount, then within five (5) Business Days after delivery of the Closing Statement to the Assignor, the Assignor shall pay to Newco, by wire transfer or delivery of other immediately available funds, an amount equal to such difference.

3.1.3 If the Actual Contribution Amount is less than the Estimated Contribution Amount, then within five (5) Business Days after the delivery of the Closing Statement to the Assignor, Newco shall pay to the Assignor, by wire transfer or delivery of other immediately available funds, an amount equal to such difference

3.1.4 Any adjustment pursuant to this Article III shall be treated for purposes of the Code as an adjustment to correct the amount of the Contributed Assets to the amount bargained for herein that is in the nature of a purchase price adjustment (and not a distribution or further contribution).

### IV. CERTAIN COVENANTS

4.1 Commercially Reasonable Efforts. Assignor and Newco will cooperate and use commercially reasonable efforts to take, or cause to be taken, all appropriate actions (and to make, or cause to be made, all filings necessary, proper, or advisable under applicable Laws) to consummate and make effective the transactions contemplated by this Agreement, including their respective reasonable efforts to obtain, prior to the Closing, all licenses, permits, consents,



approvals, authorizations, qualifications, and Orders of Governmental Authorities and parties to Contracts with the Assignor, as applicable, as are necessary for the consummation of the transactions contemplated by this Agreement. Notwithstanding any other provision of this Agreement, in no event will Newco or any of its Affiliates (including the Assignor after the Closing) be required to (a) enter into or offer to enter into any divestiture, hold-separate, business limitation, or similar agreement or undertaking in connection with this Agreement or the transactions contemplated by this Agreement or (b) make any payment in connection with any consent or approval that is necessary for the Assignor to obtain in order to consummate the transactions contemplated by this Agreement.

4.2 Further Assurances. From time to time, as and when requested by either Party to this Agreement, the other Party will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions, as the requesting Party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement.

4.3 Employee Matters. On or prior to the Closing Date, the Assignor shall have taken all actions necessary to terminate the employees of Assignor set forth on Schedule 4.3 (the “*Specified Employees*”) effective immediately prior to the Closing, and Newco shall take all actions necessary to hire the Specified Employees effective as of the Closing. For the avoidance of doubt, other than with respect to the bonus payments set forth on Schedule 2.2.1(c) (payment of which shall be assumed by Newco), the Assignor shall be liable for all liabilities and obligations incurred in connection with the termination of the Specified Employees by the Assignor, whether incurred prior to, on or after the Closing Date, including without limitation, liabilities and obligations related to wages, salaries, severance, accrued vacation, any collective bargaining, labor or employment agreement or other similar arrangement or in respect of retiree health benefits, any “fringe benefits” or perquisites provided to such Specified Employees, any payroll taxes, any profit-sharing, deferred compensation, bonus, pension, retainer, consulting, retirement, severance, welfare or incentive plan, agreement or arrangement or any other “employee benefit plan” (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended), including, without limitation, any obligation under the Assignor’s 401(k) plan, if any.

## V. CERTAIN TAX MATTERS

5.1 Income Tax Reporting. Assignor and Newco shall (i) report the Distribution and the transactions contemplated by this Agreement as a reorganization that qualifies under Sections 351(a), 355 and 368(a)(1)(D) of the Code (and not take any contrary position except as required by a final determination within the meaning of Section 1313(a) of the Code and corresponding provisions of state and local income tax law), (ii) following the Distribution, not take any action that can reasonably be expected to cause the Distribution and such transactions not to so qualify, and (iii) during the two-year period following the Distribution, not cause, permit or suffer any person to acquire stock of Assignor or Newco representing a 50-percent or greater interest in Assignor or Newco unless Assignor determines in its sole discretion that such acquisition is not part of a plan that includes the Distribution for purposes of Section 355(e). Assignor and Newco each represents to the other that, as of Closing, it has no plan to cause, permit or suffer such an acquisition.

5.2 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added, and other such similar Taxes (excluding income Taxes) and fees, including any penalties and interest imposed on any Party that are incurred in connection with this Agreement or the transactions contemplated by this Agreement, will be borne and paid by the Assignor when due, and the Assignor will, at its own expense, file all necessary tax returns and other documentation with respect to all such Taxes (excluding income Taxes) and fees.

5.3 Apportionment of Taxes. The Assignor will be liable for the payment of all Taxes and Tax liabilities relating to the Contributed Assets that are attributable to any Pre-Closing Tax Period, and Newco shall be liable for the payment of all Taxes and Tax liabilities relating to the Contributed Assets that are attributable to any Post-Closing Tax Period.

5.4 Cooperation; Audits. In connection with the preparation of tax returns, audit examinations, and any administrative or judicial proceedings relating to the Tax liabilities with respect to the Contributed Assets that are imposed on the Assignor for all Pre-Closing Tax Periods, Newco and Assignor will cooperate fully with each other, including the furnishing or making available during normal business hours of records, personnel (as reasonably required), books of account, powers of attorney, or other materials necessary or helpful for the preparation of such tax returns, the conduct of audit examinations or the defense of Claims by Tax authorities as to the imposition of Taxes. The Assignor shall not settle any tax audit, examination or investigation that could affect Newco without the prior written consent of Newco, which written consent shall not be unreasonably withheld.

## VI. MISCELLANEOUS.

6.1 Notices. Any notice, request, instruction, or other document required or permitted to be given under this Agreement by any Party to another Party will be in writing and will be given to such Party at its address set forth in Annex II attached to this Agreement or to such other address as the Party to whom notice is to be given may provide in a written notice to the Party giving such notice. Each such notice, request, or other communication will be effective (x) if given by certified mail, seventy-two (72) hours after such communication is deposited in the mails with certified postage prepaid addressed as aforesaid, (y) one Business Day after being furnished to a nationally recognized overnight courier for next Business Day delivery, or (z) on the date sent if sent by electronic mail or facsimile transmission, receipt confirmed in each case.

### 6.2 Amendments and Waivers.

6.2.1 Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by the Assignor and Newco (or by any successor to such Party), or in the case of a waiver, by the Party against whom the waiver is to be effective (except as expressly provided otherwise in this Agreement).

6.2.2 No failure or delay by either Party in exercising any right, power, or privilege under this Agreement will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

6.3 Expenses.

6.3.1 Except as otherwise expressly provided for in Section 6.3.2 of this Agreement, each Party will pay or cause to be paid such Party's fees and expenses incurred incident to this Agreement and in preparing to consummate the transactions contemplated by this Agreement.

6.3.2 In the event of any litigation brought to enforce or interpret this Agreement, or arising out of its negotiation, performance, or subject matter, the Party who prevails will be entitled to recover its reasonable attorneys' fees and costs, including those incurred at trial, in any bankruptcy or other proceeding, on appeal, and in enforcing any judgment, as determined by the court.

6.4 Successors and Assigns. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns; *provided, however,* that no Party may assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other Party to this Agreement.

6.5 Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein expressed or implied will give or be construed to give to any Person, other than the Parties and such permitted assigns, any legal or equitable rights under this Agreement.

6.6 Governing Law. This Agreement will be governed by, and construed in accordance with, the law of the State of New York without regard to the conflict of laws rules of such state.

6.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original with the same effect as if the signatures on each counterpart were upon the same instrument. Electronic or facsimile transmission of any signed original document or retransmission of any signed electronic or facsimile transmission will be deemed the same as delivery of an original. At the request of any Party, the Parties will confirm electronic or facsimile transmission by signing a duplicate original document.

6.8 Headings. The headings in this Agreement are for convenience of reference only and will not control or affect the meaning or construction of any provisions of this Agreement.

6.9 Entire Agreement. This Agreement (including the Schedules, Exhibits, and Annexes hereto and thereto) constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement. This Agreement (including the Schedules, Exhibits, and Annexes hereto or thereto) supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Agreement.

6.10 Severability. If any provision of this Agreement or the application of any such provision to any Person or circumstance is held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision and such invalid, illegal, or unenforceable provision will be reformed, construed, and enforced as if such provision had never been contained herein and there had been

contained in this Agreement instead such valid, legal, and enforceable provisions as would most nearly accomplish the intent and purpose of such invalid, illegal, or unenforceable provision.

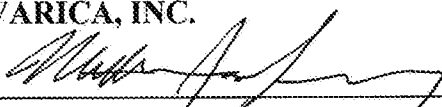
6.11 Confidentiality. The Parties agree that any confidential information received from another Party will be used solely for the purpose of evaluating the transactions contemplated by this Agreement, and that such information shall be kept confidential by the respective recipient thereof and their respective representatives and advisers. This Agreement imposes no obligation upon a recipient Party with respect to information that: (a) was in the recipient Party's possession before receipt from the disclosing Party; (b) is or becomes a matter of public knowledge through no fault of the recipient Party; (c) is rightfully received by the recipient Party from a third party without a duty of confidentiality; (d) is disclosed by the disclosing Party to a third party without a duty of confidentiality on the third party; (e) is disclosed under operation of law; or (f) is disclosed by the recipient Party with the disclosing Party's prior written approval.

*[Signatures on the Following Page]*

The Parties have caused this Agreement to be duly executed by their respective authorized persons as of the day and year first above written.

**NEWCO:**

**NOVARICA, INC.**

**By:**  \_\_\_\_\_

**Printed Name:** Matthew Josefowicz

**Title:** President

**ASSIGNOR:**

**NOVANTAS, INC.**

**By:** \_\_\_\_\_

**Printed Name:** David Kaytes

**Title:** President

*[Signature Page to Contribution Agreement]*

The Parties have caused this Agreement to be duly executed by their respective authorized persons as of the day and year first above written.

**NEWCO:**

**NOVARICA, INC.**

**By:** \_\_\_\_\_

**Printed Name:** Matthew Josefowicz

**Title:** President

**ASSIGNOR:**

**NOVANTAS, INC**

**By:**  \_\_\_\_\_

**Printed Name:** David Kaytes

**Title:** President

*[Signature Page to Contribution Agreement]*

**Definitions**

In addition to the terms defined elsewhere herein, the following terms have the following meanings when used herein with initial capital letters:

**“Actual Contribution Amount”**: an amount equal to (A) the Closing Cash, (B) plus the Closing Receivables, and (C) minus the Closing Accounts Payable.

**“Affiliate”**: with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with the first Person. For the purposes of this definition, **“control,”** when used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise, and the terms **“controlling”** and **“controlled”** have meanings correlative to the foregoing. With respect to any natural Person, **“Affiliate”** will include such Person’s parents, any descendants of such Person’s parents, such Person’s spouse, the parents of such Person’s spouse, and any descendants of the parents of such Person’s spouse (in each case, whether by blood, adoption, or marriage).

**“Agreement”**: as set forth in the introductory paragraph.

**“Assignor”**: as set forth in the introductory paragraph.

**“Assumed Accounts Payable”**: as set forth in Section 2.2.1(c).

**“Business Day”**: any day other than a Saturday or Sunday or a holiday in the state of New York.

**“Cash”**: actual cash on hand held without limitation or restriction of any kind, net of any bank overdrafts and as adjusted for any deposit in transit, any outstanding checks and any other proper reconciling items.

**“Claims”**: all demands, claims, actions or causes of action, assessments, complaints, directives, citations, administrative actions, audits or investigations by government authorities, legal proceedings, orders, notices of potential responsibility, losses, damages (including, without limitation, diminution in value), liabilities, sanctions, costs and expenses, including, without limitation, interest, penalties and attorneys’ and experts’ fees and disbursements.

**“Closing”**: as set forth in Section 2.2.

**“Closing Accounts Payable”**: as set forth in Section 3.1.1.

**“Closing Date”**: as set forth in Section 2.2.

**“Closing Receivables”**: as set forth in Section 3.1.1.

**“Closing Statement”**: as set forth in Section 3.1.1.

“**Code**”: the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder.

“**Contracts**”: contracts, leases and subleases, franchises, agreements, licenses, arrangements, commitments, letters of intent, legally binding memoranda of understanding, obligations, rights, indentures, mortgages, security interests, guarantees, and other similar arrangements whether written or oral.

“**Contributed Cash**”: as set forth in Section 2.1.1(d).

“**Contributed Receivables**”: as set forth in Section 2.1.1(b).

“**Estimated Accounts Payable**”: as set forth in Section 3.1.1.

“**Estimated Contribution Amount**”: an amount equal to (A) the Estimated Cash, (B) plus the Estimated Receivables, and (C) minus the Estimated Accounts Payable.

“**Estimated Receivables**”: as set forth in Section 3.1.1.

“**GAAP**”: generally accepted accounting principles in effect from time to time in the United States of America, applied on a consistent basis.

“**Governmental Authority**”: any federal, state, county, city, municipal, or other local or foreign government or any subdivision, authority, commission, board, bureau, court, administrative panel, or other instrumentality thereof.

“**Intellectual Property Rights**”: all trademarks, trademark rights, service marks, service mark rights, tradenames, tradename rights, copyrights, works of authorship, inventions (whether patentable or not), invention disclosures, industrial models, industrial designs, utility models, certificates of invention, designs, emblems and logos, trade secrets, manufacturing formulae, technical information, patents, patent applications, moral rights, mask work registrations, franchises, franchise rights, customer and supplier lists, and related identifying information together with the goodwill associated therewith, product formulae, product designs, product packaging, business and product names, slogans, rights of publicity, improvements, processes, specifications, technology, methodologies, computer software (including all source code and object code, but excluding commercial off-the-shelf software), firmware, development tools, flow charts, annotations, all web addresses, sites and domain names, all data bases and data collections and all rights therein, any other confidential and proprietary right or information, whether or not subject to statutory registration, as each of the foregoing rights may arise anywhere in the world, and all related technical information, manufacturing, engineering and technical drawings, know-how, and all pending applications and registrations of patents, and the right to sue for past infringement, if any, in connection with any of the foregoing, and all documents, disks, records, files, and other media on which any of the foregoing is stored, and other proprietary rights, in the case of each of the foregoing which is owned, licensed, used, or held for use by the Assignor.

“**IRS**”: the Internal Revenue Service.



**“Law”**: any applicable federal, state, county, city, municipal, foreign, or other governmental statute, law, rule, regulation, ordinance, order, code, or requirement (including pursuant to any settlement agreement or consent decree) and any permit or license granted under any of the foregoing, or any requirement under the common law.

**“Lien”**: with respect to any Contributed Asset, any mortgage, deed of trust, lien, pledge, hypothecation, assignment, charge, option, preemptive purchase right, easement, encumbrance, security interest, or other adverse claim of any kind in respect of such property or asset.

**“Newco”**: as set forth in the introductory paragraph.

**“Newco Shares”**: as set forth in Recital C.

**“Order”**: any judgment, injunction, order, or decree that is issued by any Governmental Authority.

**“Party”** or **“Parties”**: as set forth in the introductory paragraph.

**“Person”**: an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

**“Post-Closing Tax Period”**: any Tax period (or portion thereof) that is not a Pre-Closing Tax Period.

**“Pre-Closing Tax Period”**: any Tax period (or portion thereof) ending on or before the Closing Date.

**“Receivables”**: accounts receivable of Assignor and its Subsidiaries for services rendered to third parties in connection with the Assignor’s business outstanding as of the date hereof.

**“Specified Employees”**: as set forth in Section 4.3.

**“Subsidiary”**: with respect to any Person, any corporation, partnership, limited liability company, limited liability partnership, joint venture, or other legal entity, the securities or other ownership interests of which having ordinary voting power to elect a majority of the board of directors, or other persons performing similar functions, are directly or indirectly owned by such Person.

**“Tax”**: (i) any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, or windfall profit tax, withholding on amounts paid to or by the Assignor (and, from and after the Closing, Newco and its Subsidiaries), or any of their respective Affiliates, custom, duty, or other tax, or like assessment or charge of any kind whatsoever, together with any interest, penalty, addition to tax, or additional amount imposed by any Taxing Authority, (ii) any liability of the Assignor (and, from and after the Closing, Newco and its Subsidiaries) or any of their respective Affiliates for the payment of any amounts of any of the foregoing types as a result of being a

member of an affiliated, consolidated, combined, or unitary group, or being a party to any agreement or arrangement whereby liability of the Assignor (and, from and after the Closing, Newco and its Subsidiaries), or any of their respective Affiliates for payment of such amounts was determined or taken into account with reference to the liability of any other Person, and (iii) any liability of the Assignor (and, from and after the Closing, Newco and its Subsidiaries), or any of their respective Affiliates, for the payment of any amounts as a result of being a party to any Tax Sharing Agreements or with respect to the payment of any amounts of any of the foregoing types as a result of any express or implied obligation to indemnify any other Person.

**“Tax Sharing Agreements”**: all existing Tax sharing agreements or arrangements (whether oral or written) binding the Assignor or any of its Affiliates.

**“Taxing Authority”**: any Governmental Authority responsible for the imposition of any Tax.

Notices

To the Assignor:

Novantas, Inc.  
485 Lexington Ave  
New York, NY 10017  
Attention: David Kaytes  
Fax: 212-972-4602  
Electronic mail: dkaytes@novantas.com

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

Sheppard, Mullin, Richter & Hampton LLP  
30 Rockefeller Plaza  
New York, New York 10112  
Attention: Shon E. Glusky  
Fax: (212) 655-1717  
Electronic mail: sglusky@sheppardmullin.com

To Newco:

Novarica, Inc.  
175 Federal Street  
Boston MA 02110  
Attention: Matthew Josefowicz  
Fax: 617-507-6037  
Electronic mail: mjosefowicz@novarica.com

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

Sheppard, Mullin, Richter & Hampton LLP  
30 Rockefeller Plaza  
New York, New York 10112  
Attention: Shon E. Glusky  
Fax: (212) 655-1717  
Electronic mail: sglusky@sheppardmullin.com

**Schedule 2.1.1(a)**

**Contributed Contracts**

**Client Contracts**

In-force contracts with the following companies:

<b>Counterparty</b>	<b>Effective date</b>	<b>Expiration Date</b>
Accenture	10/21/2014	11/10/2015
ACE Ltd.	3/17/2014	12/31/2014
Agencyport Software	7/24/2014	7/24/2015
Alfa Insurance Companies	5/3/2014	5/15/2015
American Financial Group, Inc.	7/1/2014	7/1/2015
Ameriprise Financial, Inc.	10/1/2014	10/31/2015
Amica Mutual Group	8/4/2014	8/4/2015
Aon Corporation	4/1/2014	4/1/2015
Baltimore Life Insurance Company	6/6/2014	6/6/2015
Bankers Financial Corporation	7/1/2014	6/30/2015
Berkshire Hathaway GUARD Insurance Companies	5/1/2014	5/1/2015
Builders Mutual Group	4/18/2014	4/18/2015
Central Insurance Companies	2/1/2014	2/1/2015
Concord Group Insurance Companies	3/12/2014	3/29/2015
Cover-All	4/2/2014	4/2/2015
CSC	4/21/2014	4/21/2015
Employers Insurance Group	5/1/2014	5/1/2015
Endurance Specialty Group	7/8/2014	7/22/2015
EquiSoft	7/25/2014	6/20/2015
Farmers Alliance Companies	5/1/2014	5/1/2015
FAST Technology	2/24/2014	3/22/2015
Fidelity & Guaranty Life	8/18/2014	8/18/2015
FirstBest Systems	5/1/2014	5/1/2015
Genpact	2/15/2014	2/15/2015
GeoVera Holdings, Inc.	1/13/2014	1/13/2015
Glatfelter Insurance Group	11/15/2014	11/15/2015
GMC Software AG	1/13/2014	2/13/2015
Guidewire Software, Inc.	7/14/2014	8/1/2015
Hartford Steam Boiler Group	6/17/2014	5/24/2015
Hewlett-Packard	10/28/2014	11/1/2015
Homesite Group	11/11/2014	11/11/2015
Hortica Insurance & Employee Benefits	5/5/2014	4/1/2015
IDMI Systems	1/27/2014	1/12/2015

Counterparty	Effective date	Expiration Date
Infosys Limited	2/28/2014	3/1/2015
Insuresoft	5/1/2014	5/1/2015
Insurity	10/27/2014	1/16/2016
Ironshore Insurance Group	3/12/2014	6/1/2015
ISCS, Inc.	7/8/2014	7/26/2015
Insurance Systems Inc.	5/5/2014	4/2/2015
Jewelers Mutual Insurance Company	11/1/2014	11/1/2015
Knights of Columbus	6/4/2014	7/1/2015
MajescoMastek	6/25/2014	6/30/2015
MassMutual Financial Group	3/15/2014	3/15/2015
MEMIC Group	3/4/2014	3/4/2015
Mitsui Sumitomo Insurance Group	3/12/2014	3/31/2015
MMG Insurance Company	9/2/2014	9/2/2015
Mphasis	7/15/2014	7/1/2015
msg global solutions ag	4/1/2014	4/1/2015
Navigators Insurance Group	3/15/2014	3/15/2015
New York Life Investment Mgt	12/31/2014	12/13/2016
NIIT Technologies	12/16/2013	3/31/2015
Northwestern Mutual Group	4/14/2014	12/31/2014
Oceanwide Inc.	4/2/2014	4/2/2015
Ohio National Financial Services	4/1/2014	4/1/2015
OneAmerica Financial Partners, Inc.	4/1/2014	4/1/2015
Pacific Life Group	5/1/2014	5/1/2015
Pegasystems Inc.	3/10/2014	4/1/2015
Permanent General Insurance Group	8/21/2014	8/21/2015
Philadelphia Insurance Companies	4/9/2014	4/9/2015
Polaris Financial Technologies	3/1/2014	3/1/2015
SAP SE	4/1/2014	4/1/2015
State Insurance Fund of New York	9/8/2014	9/8/2015
StoneRiver, Inc.	4/7/2014	4/7/2015
Vikaran Solutions LLC	3/29/2014	3/29/2015
W.R. Berkley Group	6/15/2014	6/15/2015
Western World Insurance Group	5/13/2014	5/13/2015
Xpertdoc Technologies Inc.	7/29/2014	8/1/2015
zags	11/1/2014	11/1/2015
Zensar Technologies Ltd.	8/8/2014	8/8/2015
Zurich Financial Services NA Group	8/22/2014	8/22/2015

**Schedule 2.1.1(b)**

**Contributed Receivables**

[See attached]

**Novarica**  
**Accounts Receivable**  
**As of 12/31/14**  
**Schedule A**

<b>Project ID</b>	<b>Account Name</b>	<b>Invoice #</b>	<b>A/R</b>
5ADA-1007	Adaptik	3602	6,094
5ADM-1003	Adminovate	3582	6,875
5BMI-2001	Builders Mutual Group	3542	45,000
5FBS-1007	FirstBest Systems	3614	7,500
5GPT-1002	Genpact Int'l	3592	4,364
5GRA-2001	Grange Mutual	3656	30,000
5HEW-1005	Hewlett Packard	3610	28,000
5HOM-1003	Homesite	3620	32,000
5IPT-1005	InsPro Technologies	3581	6,250
5IRO-2009	Ironshore	3621	36,000
5LGA-1002	Legal and General America Group	3595	7,000
5ONE-1008	OneShield, Inc.	3586	6,000
5PAT-1004	Patriot National Insurance Group	3615	1,422
5PRU-1002	Prudential	3608	28,000
5PRU-2001	Prudential	3575	3,685
5SPN-1005	Sapiens International Group N.V.	3597	4,875
5TCS-1005	Tata America	3576	1,065
			254,130

**Novarica**  
**Accrued Revenue**  
**As of 12/31/14**  
**Schedule B**

<b>Project ID</b>	<b>Account Name</b>	<b>Accrue in 2014</b>
5EMP-2012	Employers Ins. Co.	62,500
5GEN-1002	Genpact	21,438
5ISO-2001	Insurance Services Office Inc.	25,000
5MEM-1002	MEMIC Group	2,333
5PRU-2001	Prudential Financial Inc.	62,500
5TRU-2009	Trustmark Insurance Group	25,000
5TRU-2010	Trustmark Insurance Group	24,865
	Unvoiced client expenses	35,779
		<hr/>
		259,415



**Novarica**  
**Capitalized Publications**  
**As of 12/31/14**  
**Schedule C**

Engagement	Engagement Description	Amount
5AAA-4002	Industry Intell. Briefs	47,417
5AAA-4009	BI	11,129
5AAA-4013	M&A CIO Checklist	4,846
5AAA-4015	Bus. & Alignment IT Best Prc.	114
5AAA-4016	Doc. Creation & CCM	17,854
5AAA-4017	Life NBU	28,561
5AAA-4019	Life/Annuity/DI Claims	1,049
5AAA-4020	Forester Case Study	1,796
5AAA-4025	EB: IT Security	4,527
5AAA-4026	20 Myths & Realities	324
5AAA-4027	ACE Ranking Reports	1,662
5AAA-4028	Lessons from Bank CIOs	5,500
5AAA-4029	IT Services	16,876
5AAA-4030	Document Management	38,762
5AAA-4031	Gamification	3,148
5AAA-4032	Group Life/Annuity/Ben. B&T	1,058
5AAA-4033	Best Prac. & Impact Awards	7,052
5AAA-4034	Bus. Performance / IT Metrics	456
5AAA-4035	Quick IT Benchmarks	1,796
5AAA-4036	Spec. Property/Casualty B&T	332
5AAA-4037	Innovation Report	2,957
5AAA-4038	Individual Life BTT	1,652
5AAA-4039	PC Agent Portal NMN	66,161
5AAA-4040	Wearable Technology	1,344
5AAA-4041	PAS Metrics Survey	7,146
5AAA-4043	Personal Lines BTT	1,225
5AAA-4044	GAFAs in Insurance	1,705
5AAA-4045	Indiv. Annuities BTT	1,128
5AAA-4046	London Market BTT	2,316
5AAA-4048	IT like a Bus. Brief	131
5AAA-4049	Digital Capabilities Survey	1,768
5AAA-4050	London Market CIO Survey	709
5AAA-4051	Life PAS	64,909
5AAA-4052	P/C PAS	39,210
5AAA-4053	Commercial Lines BTT	503
5AAA-4054	Big Data Brief	249
5AAA-4055	London Market Navigator	2,886
5AAA-4056	Cyber Insurance Exec Brief	1,396
5AAA-4057	Bus & Tech Trends In Work Comp	754
5AAA-4058	US Insurer IT Budget 2015	748
5AAA-4059	Defined Contribution Ret. Plan	2,141

**Novarica**  
**Capitalized Publications**  
**As of 12/31/14**  
**Schedule C**

Engagement	Engagement Description	Amount
5AAA-4060	Distribution/Commissions Mgmt.	8,420
5AAA-4062	Reinsurance BTT	83
<b>2014 YTD 11-30-14</b>		<b>403,802</b>
<b>2014 Dec Estimated</b>		<b>36,710</b>
<b>2013 YTD 12-31-14</b>		
All	March product software capatalization	24,255
All	April product software capatalization	20,872
All	May product software capatalization	20,106
All	June product software capatalization	21,672
All	July product software capatalization	20,256
All	August product software capatalization	20,706
All	September product software capatalization	22,436
All	October software product capatalization	29,688
All	Nov product software capatalization	67,893
All	December product software capatalization	31,913
		<b>279,797</b>
<b>Total</b>		<b>720,309</b>

**Novarica**  
**Depreciation and Amortization**  
**As of 12/31/14**  
**Schedule D**

Engagement	Engagement Description	Amount
All	March research publication depreciation	10,328
All	April research publication depreciation	10,328
All	May research publication depreciation	10,328
All	June research publication depreciation	10,328
All	July research publication depreciation	10,328
All	August research publication depreciation	10,328
All	September research publication depreciation	10,328
All	October research publication depreciation	10,328
All	November research publication depreciation	10,328
All	December research pub depreciation	11,658
All	January's product publications depreciation	13,569
All	Feb's Software depreciation	15,270
All	March software depreciation	15,270
All	April's product depreciation	18,091
All	May's product depreciation	19,700
All	June's research publication depreciation	9,326
All	July's research publications depreciation	10,959
All	Aug's Software Capitalization	10,959
All	September's S/W product capitalization	14,728
All	October's product capitalization	8,698
All	November's product capitalization	16,516
		<u>257,696</u>
<b>2014 Dec Estimated</b>		<u>13,917</u>
<b>Total</b>		<u><u>271,613</u></u>

**Schedule 2.1.1(d)**

**Contributed Cash**

\$887,244

**Schedule 2.1.1(c)**

**Contributed Intellectual Property**

**Trademarks**

- Novarica
- Novarica Market Navigator
- ACE Ranking

**Software**

- Novarica Market Insight Dashboard

**Other Intellectual Property**

- Client and Contact Lists as stored in the Salesforce.com account
- All reports and presentations published or presented under the Novarica brand and/or copyright by “Novarica, a division of Novantas, Inc.” or “Novarica, a division of Novantas, LLC”
- The Novarica Insurance Technology Research Council and membership lists (300-350 member relationships)
- The Novarica Universal RFI Database
- Methodologies and tools related to the delivery of research and consulting to the insurance industry, including:
  - the creation of published research based on CIO surveys and vendor information
  - the delivery of vendor selection consulting projects
  - the delivery of IT benchmarking and assessment projects
  - the creation of sponsored Research Partner Program Reports
- The following URLs:
  - URLs: Novarica.com
  - Novarica.net
  - 400Under40.com

**Schedule 2.2.1(c)**

**Assumed Accounts Payable**

[See attached]

**Novarica**  
**Accounts Payable**  
**As of 12/31/14**  
**Schedule E**

<b>Vendor</b>	<b>Invoice</b>	<b>Date</b>	<b>Balance</b>
Business Wire	4488159	11/17/2014	485
National Underwriters	9035	11/20/2014	1,150
			<hr/> 1,635

**Novarica****Deferred Revenue****As of 12/31/14****Schedule F**

<b>Project ID</b>	<b>Account Name</b>	<b>Deferred Revenue</b>	<b>2015 Cash</b>	<b>2015 A/R</b>
5ACN-1007	Accenture	31,992	31,992	-
5ADA-1006	Adaptik	18,281	18,281	-
5ADA-1007	Adaptik	2,031	-	2,031
5ALF-1001	Aflac Incorporated Group	9,000	9,000	-
5AMI-1003	Amica Mutual Group	11,667	11,667	-
5AMI-1003	Amica Mutual Insurance Company	20,000	20,000	-
5AMP-1001b	Ameriprise Financial, Inc.	15,000	15,000	-
5BLT-1001	Baltimore Life Insurance Company	12,500	12,500	-
5BMI-1004	Builders Mutual Group	5,833	5,833	-
5CEN-1001	Central Insurance Companies	1,667	1,667	-
5CON-1005	Concord Group Insurance Companies	5,625	5,625	-
5CSC-1008	CSC	8,604	8,604	-
5CVR-1003	Cover-All	8,750	8,750	-
5DPG-1004	The Distinguished Programs Group	833	833	-
5EGS-1002	Everest Global	15,000	15,000	-
5EMP-1004	Employers Insurance Group	6,667	6,667	-
5ENH-1002	Endurance Specialty Group	16,333	16,333	-
5EQS-1002	EquiSoft	11,229	11,229	-
5EXG-1005	EIS Group	3,063	3,063	-
5FAM-1001	Farmers Alliance Companies	9,333	9,333	-
5FAS-1004	FAST Technology	6,875	6,875	-
5FBS-1007	FirstBest Systems	2,500	-	2,500
5FGL-1002	Fidelity & Guaranty Life	15,000	15,000	-
5GAI-1012	American Financial Group, Inc.	10,000	10,000	-
5GEO-1001	GeoVera Holdings, Inc.	625	625	-
5GLA-1007	Glatfelter Insurance Group	12,797	12,797	-
5GMC-1001	GMC Software AG	5,385	5,385	-
5GPT-1002	Genpact Int'l	3,059	-	3,059
5GRE-1002	Gen Re Group (US)	1,625	1,625	-
5GUA-1007	Berkshire Hathaway GUARD Insurance Companies	3,333	3,333	-
5GUI-1007	Guidewire Software, Inc.	26,250	26,250	-
5HEW-1005	Hewlett Packard	23,333	-	23,333
5HOM-1003	Homesite	26,667	-	26,667
5HOR-1002	Hortica Insurance & Employee Benefits	7,000	7,000	-
5HSB-1005	Hartford Steam Boiler Group	8,333	8,333	-
5IDM-1001	IDMI Systems	1,416	1,416	-
5IGO-1003	Zags!	16,667	16,667	-
5INF-1002	Infosys Limited	4,667	4,667	-
5IRO-1012	Ironshore	7,500	7,500	-



**Novarica****Deferred Revenue****As of 12/31/14****Schedule F**

<b>Project ID</b>	<b>Account Name</b>	<b>Deferred Revenue</b>	<b>2015 Cash</b>	<b>2015 A/R</b>
5ISC-1005	ISCS, Inc.	16,042	16,042	-
5ISF-1006	Insuresoft	1,667	1,667	-
5ISI-1007	ISI (Insurance Systems Inc.)	6,250	6,250	-
5ISO-1003	ISO	20,833	20,833	-
5ITY-1003	Insurity	1,219	1,219	-
5ITY-1004	Insurity Inc.	50,000	50,000	-
5JMI-1005	Jewelers Mutual Insurance Company	16,250	16,250	-
5KFC-1002	Knights of Columbus	14,000	14,000	-
5LAC-1001	La Capitale	13,650	13,650	-
5LGA-1002	Legal & General America Group	5,833	-	5,833
5LMU-1012	Liberty Mutual Group	569	569	-
5LMU-1013	Liberty Mutual Group	569	569	-
5MAJ-1005	MajescoMastek	20,250	20,250	-
5MAS-1002	MassMutual Financial Group	5,833	5,833	-
5MET-1004	MetLife, Inc.	1,042	1,042	-
5MIT-1006	Mitsui Sumitomo Insurance Group	4,781	4,781	-
5MMG-1001	MMG Insurance Company	16,667	16,667	-
5MPH-1004	Mphasis	12,500	12,500	-
5MSG-1001	msg global solutions ag	6,125	6,125	-
5NAT-1002	Nationwide	19,500	19,500	-
5NII-1005	NIIT Technologies	4,655	4,655	-
5NLG-1001	National Life Insurance Co.	15,000	15,000	-
5NVG-1001	Navigators Insurance Group	5,833	5,833	-
5NYS-1004	State Insurance Fund of New York	13,333	13,333	-
5OAF-1002	OneAmerica Financial Partners, Inc.	6,650	6,650	-
5OAF-2001	OneAmerica Financial Partners, Inc.	2,947	2,947	-
5OCN-1003	Oceanwide Inc.	9,000	9,000	-
5ONF-1002	Ohio National Financial Services	7,000	7,000	-
5PAC-1001a	Pacific Life Group	6,667	6,667	-
5PAT-1004	Patriot National Insurance Group	247	-	247
5PEG-1004	Pegasystems Inc.	7,500	7,500	-
5PGI-1004	Permanent General Insurance Group	10,000	10,000	-
5PHL-1002	Philadelphia Insurance Companies	6,694	6,694	-
5POL-1001	Polaris Financial Technologies	4,667	4,667	-
5PRU-1002	Prudential Financial Inc.	25,667	-	25,667
5PTS-1005	Vikaran Solutions LLC	8,625	8,625	-
5PWC-1002	PricewaterhouseCoopers LLP	3,595	3,595	-
5SAP-1003	SAP SE	7,500	7,500	-

**Novarica**

**Deferred Revenue**

**As of 12/31/14**

**Schedule F**

<b>Project ID</b>	<b>Account Name</b>	<b>Deferred Revenue</b>	<b>2015 Cash</b>	<b>2015 A/R</b>
5SPN-1005	Sapiens International Group N.V.	813	-	813
5STO-1008	StoneRiver, Inc.	9,375	9,375	-
5VAL-2001	ValueMomentum Inc.	22,000	22,000	-
5WIP-1004	Wipro Technologies	1,042	1,042	-
5WRB-1002	W.R. Berkley Group	10,083	10,083	-
5WWI-1007	Western World Insurance Group	1,875	1,875	-
5XPT-1003	Xpertdoc Technologies Inc.	13,708	13,708	-
5ZNA-1003	Zurich Financial Services NA Group	18,000	18,000	-
5ZSR-1001	Zensar Technologies Ltd.	14,583	14,583	-
		<u>867,079</u>	<u>776,929</u>	<u>90,150</u>

**Schedule 4.3**

**Specified Employees**

1. Benton, Thomas
2. Conlon, Martina
3. Goldberg, Jeffrey
4. Josefowicz, Matthew
5. Kaye, Steven
6. Keenan, Edward
7. Leslie, Jonathan
8. McIsaac, Robert
9. Osman, Thuy
10. Ptashnick, Paul
11. Tam, Donald
12. Wein, Mitchell