

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM420705

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Blue Cod Technologies, Inc.		03/22/2017	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Blue Bird Technologies, LLC		
<b>Street Address:</b>	1732 Wazee Street, Suite 202		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77804315		
<b>Serial Number:</b>	77804310	GATEWISE	
<b>Serial Number:</b>	77252072	ALLTERNET	
<b>Serial Number:</b>	76600909	ALLWRITE	
<b>Serial Number:</b>	76600908	ALLONE	
<b>Serial Number:</b>	76600907	ALLGENDA	
<b>Serial Number:</b>	76600910	BLUE COD TECHNOLOGIES, INC.	
<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>	greg@thestagefund.com		
<b>Correspondent Name:</b>	Greg Kincade		
<b>Address Line 1:</b>	1732 Wazee Street, Suite 202		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>NAME OF SUBMITTER:</b>	Gregory Kincade		
<b>SIGNATURE:</b>	/GK/		
<b>DATE SIGNED:</b>	03/22/2017		
<b>Total Attachments: 10</b>			

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## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the 4<sup>th</sup> day of November, 2016, by and between Pacific Western Bank, successor in interest by merger to Square 1 Bank ("Seller"), and Blue Bird Technologies LLC, a Colorado limited liability company ("Purchaser"). Capitalized terms used but not defined in this Agreement shall have the respective meanings set forth in Annex A hereto.

### RECITALS

WHEREAS, Seller, on the one hand, and Blue Cod Technologies, Inc. ("Debtor"), on the other hand, are parties to that certain Loan and Security Agreement dated as of July 8, 2008 (such agreement, as amended, supplemented or modified, together with all documents, instruments and agreements related thereto, may be collectively referred to herein as the "Debtor Loan Documents"); and

WHEREAS, in order to secure Debtor's prompt payment and performance of its obligations under the Debtor Loan Documents, Debtor granted to Seller, and Seller currently possesses, a security interest in and lien upon the assets of Debtor described in Exhibit A hereto (the "Transferred Assets"); and

WHEREAS, copies of the UCC-1 Financing Statement, UCC Financing Statement Amendment amending the collateral description, and the UCC Financing Statement Amendment continuing the effectiveness of the Financing Statement, filed by Seller with respect to the Transferred Assets, are attached collectively hereto as Exhibit B; and

WHEREAS, Debtor is in default under the Debtor Loan Documents; and

WHEREAS, under the terms of the Debtor Loan Documents, such default entitles Seller to sell Debtor's right, title and interest in and to the Transferred Assets in accordance with the provisions of the North Carolina Uniform Commercial Code (the "Code"); and

WHEREAS, Seller sent to Debtor and other interested parties a Notification of Disposition of Collateral on September 19, 2016; and

WHEREAS, Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller, Debtor's right, title and interest in and to the Transferred Assets pursuant to the provisions of the Code.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

**ARTICLE 1**  
**SALE AND PURCHASE**

1.1 Agreement to Purchase and Sell.

(a) Subject to the terms and conditions of this Agreement, and pursuant to Section 9-610 of the Code, Seller, as a foreclosing creditor in a private sale, agrees to sell, convey, transfer, assign and deliver to Purchaser, and Purchaser agrees to purchase from Seller, all of Debtor's right, title and interest in and to the Transferred Assets. The purchase and sale of the Transferred Assets pursuant to this Agreement may be referred to herein as the "Asset Purchase."

(b) 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 Seller or Debtor, as applicable. For purposes of this Agreement, "Excluded Assets" shall mean the following: Any of Debtor's contracts or other properties which Purchaser elects, on or before November 11, 2016, to exclude from the Transferred Assets; all such Excluded Assets shall remain the property of Debtor subject to Seller's lien.

1.2 Purchase Price and Payment of the Purchase Price. The purchase price for the Transferred Assets shall be [REDACTED] of the Purchase Price, Purchaser agrees to make payments pursuant to, and to perform all of its obligations under, a Loan and Security Agreement between Seller and Purchaser in the form attached hereto as Exhibit C (the "LSA"). The balance of the Purchase Price shall be paid by [REDACTED] of [REDACTED] as evidenced by Purchaser's note of even date her [REDACTED]

1.3 Closing and Closing Date. Subject to the terms and conditions hereof, the consummation of the Asset Purchase (the "Closing") shall take place at the offices of Seller on the date hereof, or such other date and place as the parties may agree upon in writing (the "Closing Date").

1.4 Deliveries at Closing.

At the Closing:

(a) Seller shall deliver to Purchaser, and Seller and Purchaser shall execute, or cause to be executed, a Bill of Sale and Assignment, substantially in the form attached hereto as Exhibit D (the "Bill of Sale"), and a Trademark Assignment, substantially in the form attached hereto as Exhibit E (the "Trademark Assignment");

(b) Purchaser shall deliver to Seller, and Seller and Purchaser shall deliver, the LSA along with such additional documents as Seller may require in order to, among other

things, perfect a senior security interest in all assets of Purchaser including but not limited to the Transferred Assets; and,

- (c) Purchaser shall execute and deliver to Lesser the Lesser Note.

## ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of Seller. Seller represents and warrants to Purchaser that each of the following is true and correct as of the Closing Date:

- (a) Seller has an enforceable security interest and lien in the Transferred Assets pursuant to the Debtor Loan Documents and applicable law, and such security interest and lien secures all of Debtor's obligations under the Debtor Loan Documents.

- (b) Debtor has defaulted under the terms of the Debtor Loan Documents, Seller has notified Debtor of such default, and such default has not been cured pursuant to the terms of the Debtor Loan Documents.

- (c) This Agreement has been duly authorized, executed and delivered by Seller. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency and similar laws of general application relating to or affecting the rights of creditors generally.

- (d) The execution, delivery and performance of this Agreement does not and will not (i) constitute a violation of the certificate of formation or the bylaws, as the case may be, of Seller, (ii) constitute a violation of any statute, judgment, order, decree or regulation or rule of any Governmental Body applicable or relating to Seller, or (iii) constitute a default under any contract to which Seller is a party.

- (e) A true copy of the Notification of Disposition of Collateral sent by Seller to Debtor is attached hereto as Exhibit F.

- (f) Seller is authorized to execute such documents and take such other actions as are necessary to transfer to Purchaser all of Debtor's right, title and interest in, to or arising under the Transferred Assets; provided, however, that notwithstanding anything contained in this Agreement to the contrary, Seller makes no representation or warranty with respect to, and this Agreement shall not constitute an agreement to sell, any lease, permit, license, contract or contract right if an attempted assignment of the same without the consent of any party would constitute a breach thereof unless and until such consent shall have been obtained.

- (g) Upon delivery to Purchaser of the Bill of Sale executed by Seller, Purchaser shall acquire and own all of Debtor's right, title and interest in, to or arising under the Transferred Assets.

EXCEPT AS PROVIDED FOR ABOVE, PURCHASER ACKNOWLEDGES THAT  
(A) PURCHASER IS NOT RELYING UPON ANY REPRESENTATION OR WARRANTY

OF SELLER, EXPRESS OR IMPLIED, AND (B) SELLER DOES NOT MAKE ANY REPRESENTATION OR WARRANTY CONCERNING ANY OF THE TRANSFERRED ASSETS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY WITH RESPECT TO: THE CONDITION OR MERCHANTABILITY OF THE TRANSFERRED ASSETS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSES OR USE; TITLE, POSSESSION OR QUIET ENJOYMENT; THE DESIGN OR CONDITION OF THE TRANSFERRED ASSETS; THE QUALITY OR CAPACITY OR WORKMANSHIP OF THE TRANSFERRED ASSETS; COMPLIANCE BY THE TRANSFERRED ASSETS WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION, OR CONTRACT PERTAINING THERETO; PATENT INFRINGEMENT OR LATENT DEFENSES; ANY LICENSES OR CERTIFICATIONS THAT MAY OR MAY NOT BE REQUIRED BY ANY GOVERNMENTAL BODY WITH RESPECT TO ANY OF THE TRANSFERRED ASSETS; AND THE ENVIRONMENTAL CONDITION OF THE TRANSFERRED ASSETS, INCLUDING BUT NOT LIMITED TO WHETHER THE TRANSFERRED ASSETS ARE CONTAMINATED WITH ANY HAZARDOUS SUBSTANCE REGULATED BY ANY FEDERAL, STATE, OR LOCAL STATUTE, LAW, ORDINANCE, OR REGULATION, INCLUDING BUT NOT LIMITED TO THE FEDERAL COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT, AND THE RESOURCE RECOVERY AND CONSERVATION ACT, AS AMENDED.

2.2 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller that each of the following is true and correct as of the Closing Date:

(a) Purchaser is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Colorado.

(b) This Agreement has been duly authorized, executed and delivered by Purchaser. This Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable against it in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency and similar laws of general application relating to or affecting the enforcement of rights of creditors.

(c) The execution, delivery and performance of this Agreement does not and will not (i) constitute a violation of the certificate of formation or the bylaws, as the case may be, of Purchaser, (ii) constitute a violation of any statute, judgment, order, decree or regulation or rule of any Governmental Body applicable or relating to Purchaser, or (iii) constitute a default under any contract to which Purchaser is a party.

(d) Consummation of this Agreement, and Purchaser's incurring of its obligations under the LSA, will not render Purchaser insolvent.

(e) Purchaser is fully aware and apprised of claims made against, among others, Debtor and Seller, by two former employees of Debtor, Robert Bruce and James Heelon (the "Potential Claims").

(f) PURCHASER HAS BEEN GIVEN THE OPPORTUNITY TO CONDUCT, AND HAS CONDUCTED, ALL INSPECTIONS, INVESTIGATIONS, TESTS, AND REVIEWS OF THE TRANSFERRED ASSETS AS PURCHASER

DEEMS NECESSARY AND APPROPRIATE FOR THE PURPOSES OF THIS AGREEMENT, AND HAS DETERMINED TO PURCHASER'S SATISFACTION THE CONDITION OF THE TRANSFERRED ASSETS, THE VALUE OF THE TRANSFERRED ASSETS, AND ALL OTHER ASPECTS OF THE TRANSFERRED ASSETS THAT PURCHASER DEEMS RELEVANT FOR THE PURPOSES HEREOF.

### **ARTICLE 3** **COVENANTS**

3.1 Reasonable Efforts to Satisfy Conditions. Seller shall use its reasonable efforts to cause the conditions to Purchaser's obligations set forth in Section 4.1 to be satisfied to the extent that the satisfaction of such conditions is in the control of Seller, and Purchaser shall use its reasonable efforts to cause the conditions to Seller's obligations set forth in Section 4.2 to be satisfied to the extent that the satisfaction of such conditions is in the control of Purchaser.

3.2 Payment of Taxes. Purchaser shall pay when due any sales Taxes, transfer Taxes, or other Taxes which may be or become payable in connection with the sale of the Transferred Assets by Seller to Purchaser, including but not limited to any federal and/or state income Taxes payable by Purchaser.

3.3 Further Assurances. At the Closing, and at all times thereafter as may be necessary, the parties hereto shall execute, or take such actions as may be reasonable and necessary to cause to be executed, such other instruments of transfer as shall be reasonably necessary or appropriate to vest in Purchaser title to the Transferred Assets and to comply with the purposes and intent of this Agreement, and Seller will use its reasonable best efforts to cause (i) possession of the Transferred Assets to be delivered to Purchaser, and (ii) Debtor to peacefully cooperate in the delivery of the Transferred Assets to Purchaser.

3.4 Confidentiality. All information relating to this Agreement, including but not limited to its existence and its contents, is confidential and shall not be disclosed by either party, except to its Affiliates, its attorneys and accountants, and as may be required by any Governmental Body; provided, however, that (a) Purchaser may disclose such information as may be required for Purchaser to establish, whether to Debtor or otherwise, its ownership of Debtor's right, title and interest in, to and under the Transferred Assets, and (b) Seller may disclose such information to any persons or entities who have acquired a participation interest in the LSA.

3.5 Indemnification. Purchaser shall indemnify and hold harmless Seller of and from the Potential Claim, as well as any claims arising from, or relating in any manner to, Seller's prior financing relationship with Debtor (collectively with the Potential Claim, "Indemnification Claims"). In the event an Indemnification Claim is brought against Seller, Seller shall notify Purchaser of the Indemnification Claim. Thereafter, Seller shall be defended by counsel of Purchaser's choice (i.e., Colleen C. Cook of Nystrom Beckman & Paris LLP or other counsel identified by Purchaser to Seller), subject to Seller's consent which shall not be unreasonably withheld, at Purchaser's expense (with attorney fees paid by Purchaser on a monthly basis); provided, however, that so long as Purchaser is not in default of its obligations hereunder or under the LSA, Seller may only settle the Indemnification Claim (a) with the consent of

Purchaser, or (b) at its own cost. In the event of a settlement not at Seller's cost, or a final judgment against Seller (unless the final judgment finds that Seller's actions constituted gross negligence or willful misconduct), Purchaser shall within thirty days of the effective date of the settlement or entry of the final judgment after exhaustion of all appeals, pay (as applicable) the settlement or the final judgment; provided that Purchaser may post any required bond to stay enforcement of the final judgment while Purchaser pursues any available appeals.

3.6 Assignment of Claims. Seller hereby irrevocably assigns, conveys, and transfers to Purchaser all of Seller's right, title and interest in and to any and all claims, causes of action, suits or any and all other legal and equitable rights to prosecute actions that Debtor has or may have had, from the beginning of time to the present and hereafter accruing, against Robert Bruce and James Heelon, and any other entities and persons whose identities are presently unknown, arising out of or relating in any manner to Debtor's prior business operations (collectively, the "Claims"). Seller, as foreclosing creditor, assigns all of Debtor's right, title and interest in the Claims, subject to the same representations and warranties set forth in Section 2.1 of this Agreement, and has not already assigned the Claims to any other person or entity. Seller acknowledges and agrees that Purchaser, in its sole and absolute discretion, may assign the Claims, or any portion thereof in the future, together with all right, title and interest of Purchaser in, to and under this Assignment to any of Purchaser's members, directors, officers, employees, and agents.

#### **ARTICLE 4**

#### **CONDITIONS OF THE CLOSING**

4.1 Conditions to Obligations of Purchaser. The obligations of Purchaser to consummate the Asset Purchase are subject to the satisfaction of the following conditions:

(a) Representations and Warranties. The representations and warranties of Seller set forth in Section 2.1 hereof, and in each certificate, agreement, document or instrument executed in connection with this Agreement, are true and correct as of the Closing Date.

(b) Performance of Obligations. Seller shall have performed all obligations required to be performed by Seller under this Agreement as of the Closing Date.

(c) Delivery of Instruments. Seller shall have delivered to Purchaser the fully executed Bill of Sale and Trademark Assignment and such other conveyance documents as may be required to effect the transfer and conveyance of Debtor's right, title and interest in and to the Transferred Assets to Purchaser.

4.2 Conditions to Obligations of Seller. The obligations of Seller to consummate the Asset Purchase are subject to the satisfaction of the following conditions.

(a) Representations and Warranties. The representations and warranties of Purchaser set forth in Section 2.2 hereof, and in each certificate, agreement, document or instrument executed in connection with this Agreement, are true and correct as of the Closing Date.



(b) Performance of Obligations. Purchaser shall have performed all obligations required to be performed by Purchaser under this Agreement as of the Closing Date.

(c) Delivery of Instruments. Purchaser shall have delivered to Seller the fully executed LSA and such other documents as may be required to perfect Seller's senior security interest in all assets of Purchaser including but not limited to the Transferred Assets, and shall have delivered to Lesser the Lesser Note.

4.3 Conditions to Obligations of Purchaser and Seller. Neither party to this Agreement shall have any obligation to consummate the Asset Purchase if in any litigation or other proceedings any party's performance of its obligations under this Agreement is stayed.

## ARTICLE 5 MISCELLANEOUS

5.1 Expenses. Except as otherwise specifically provided herein, Seller and Purchaser shall each bear its own legal fees, accounting fees and other costs and expenses with respect to the negotiation, execution and delivery of this Agreement and the consummation of the Asset Purchase.

5.2 Tax Effect of the Asset Purchase. Neither Seller nor Purchaser make, nor have they made, to any other Person any representation or warranty with respect to the tax consequences of the Asset Purchase. It is understood and agreed that each party has relied upon its own advisors for advice and counsel as to such tax effects.

5.3 Entire Agreement. This Agreement and the exhibits hereto constitute the entire agreement between Seller and Purchaser with respect to the transactions contemplated by this Agreement, and supersede all prior oral or written discussions, agreements or understandings with respect thereto.

5.4 Further Assurances. The parties hereto each agree to execute, make, acknowledge, and deliver such instruments, agreements and other documents as may be reasonably required to effectuate the purposes of this Agreement and to consummate the transactions contemplated hereby.

5.5 Descriptive Headings. The headings of this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

5.6 Notices. All notices or other communications which are required or permitted hereunder shall be in writing and shall be delivered either personally, by certified mail (postage prepaid and return receipt requested), by express courier or delivery service, or by e-mail, addressed to the parties as follows:

If to Seller:	Mr. Victor DeMarco Pacific Western Bank 406 Blackwell Street, Suite 240 Durham, North Carolina 27701 E-mail: vdemarco@square1bank.com
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with a copy to: Levy, Small & Lallas  
815 Moraga Dr.  
Los Angeles, CA 90049  
E-mail: lplotkin@lsl-la.com  
Attention: Leo D. Plotkin

If to Purchaser: Blue Bird Technologies LLC  
1732 Wazee Street, Suite 202  
Denver, Colorado 80202  
E-mail: greg@thestagefund.com  
Attention: Greg Kincade

with a copy to: Nystrom Beckman & Paris LLP  
One Marina Park Drive, 15<sup>th</sup> Floor  
Boston, MA 02210  
E-mail: ccook@nbparis.com  
Attention: Colleen C. Cook

Notices shall be deemed given when sent, if sent by e-mail (unless the sender receives a notice that the e-mail transmission failed); and when delivered and receipted for (or upon the date of attempted delivery where delivery is refused) if hand-delivered, sent by certified mail, or sent by express courier or delivery service.

5.7 Governing Law; Jurisdiction; Venue; Arbitration. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the parties shall be governed by, and construed in accordance with, the internal laws (and not the conflict of laws rules) of the State of North Carolina. All disputes, controversies, claims, actions and other proceedings involving, directly or indirectly, any matter in any way arising out of, related to, or connected with, this Agreement or any related documents, instruments or agreements (including, but not limited to, the Bill of Sale), the relationship between Purchaser and Seller, and any and all other claims of any kind between the parties, shall be brought only in the General Court of Justice of North Carolina sitting in Durham County, North Carolina or the United States District Court for the Middle District of North Carolina, except as provided below with respect to arbitration of such matters, and each consents to the jurisdiction of any such court, and waives any and all rights the party may have to object to the jurisdiction of any such court, or to transfer or change the venue of any such action or proceeding, including, without limitation, any objection to venue or request for change in venue based on the doctrine of *forum non conveniens*. If the jury waiver set forth in Section 5.8 below is not enforceable, then any dispute, controversy, claim, action or similar proceeding arising out of or relating to this Agreement or any related documents, instruments or agreements (including, but not limited to, the Bill of Sale), or any of the transactions contemplated therein, shall be settled by final and binding arbitration held in Durham County, North Carolina, in accordance

with the then current Commercial Arbitration Rules of the American Arbitration Association by one arbitrator appointed in accordance with those rules. The arbitrator shall apply North Carolina law to the resolution of any dispute, without reference to rules of conflicts of law or rules of statutory arbitration. Judgment upon any award resulting from arbitration may be entered into and enforced by any state or federal court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this Section. The costs and expenses of the arbitration, including without limitation, the arbitrator's fees and expert witness fees, and reasonable attorneys' fees, incurred by the parties to the arbitration may be awarded to the prevailing party, in the discretion of the arbitrator, or may be apportioned between the parties in any manner deemed appropriate by the arbitrator. Unless and until the arbitrator decides that one party is to pay for all (or a share) of such costs and expenses, both parties shall share equally in the payment of the arbitrator's fees as and when billed by the arbitrator.

5.8 JURY TRIAL WAIVER. PURCHASER AND SELLER EACH ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING, OR HAVING HAD THE OPPORTUNITY TO CONSULT, WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED DOCUMENT, INSTRUMENT OR OTHER AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY PURCHASER OR SELLER, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY EACH OF THEM.

5.9 Waivers and Amendments. Any waiver of any term or condition of this Agreement, or any amendment to this Agreement, shall be effective only if in writing. A waiver of any breach or failure to enforce any of the terms or conditions of this Agreement shall not in any way affect, limit or waive a party's rights hereunder at any time to enforce strict compliance thereafter with every term or condition of this Agreement.

5.10 Third Party Rights. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not create benefits on behalf of any Person who is not a party to this Agreement, and this Agreement shall be effective only as between the parties hereto, their successors and permitted assigns.

5.11 Severability. In the event that any provision contained in this Agreement shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of such provision in every other respect, and the remaining provisions of this Agreement, shall not, at the election of the party for whose benefit the provision exists, be in any way impaired.

5.12 Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original of this Agreement, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the undersigned have executed this Asset Purchase Agreement on the date first above written.

Purchaser:

Blue Bird Technologies LLC

By: *Daniel Frydendland*  
Name: Daniel Frydendland  
Title: Chairman / CEO

Seller:

Pacific Western Bank

By: *Charles Rice*  
Name: Charles Rice  
Title: AVP

*[Signature Page to Asset Purchase Agreement]*