

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503836

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reloaded Games, Inc.		05/07/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Little Orbit LLC		
Street Address:	29863 Santa Margarita Parkway, Suite 110		
City:	Rancho Santa Margarita,		
State/Country:	CALIFORNIA		
Postal Code:	92688		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3600315	ALL POINTS BULLETIN	
Registration Number:	3600160	ALL POINTS BULLETIN	
Registration Number:	3592998	APB	
Registration Number:	3600314	APB	
Registration Number:	4760497	APB	
Registration Number:	4760498	ALL POINTS BULLETIN	
Registration Number:	4262023	APB RELOADED	
Registration Number:	4262022	APB RELOADED	
Registration Number:	4804581	APB RETRIBUTION	
Registration Number:	3711202	G GAMERSFIRST	
Registration Number:	4446497	GAMERSFIRST LIVE!	
Registration Number:	4444697	ARMAS	
Registration Number:	4463513	ARMAS	
Registration Number:	4743763	FALLEN EARTH	
CORRESPONDENCE DATA			
Fax Number:	3109460339		
<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:	3108703977		

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Email: sevag@foundationlaw.com
Correspondent Name: Sevag Demirjian
Address Line 1: 445 S. Figueroa, Suite 3100
Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER: Sevag Demirjian

SIGNATURE: /sevag demirjian/

DATE SIGNED: 12/30/2018

Total Attachments: 60

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ASSET PURCHASE AGREEMENT AND AGREEMENT TO LICENSE

THIS ASSET PURCHASE AGREEMENT AND AGREEMENT TO LICENSE (this “Agreement”) made as of May 7, 2018 (the “Effective Date”), between Little Orbit LLC, a California limited liability company, having its principal place of business at 29863 Santa Margarita Parkway, Suite 110, Rancho Santa Margarita, CA 92688 (“Buyer”), and Reloaded Games, Inc., a California corporation, having its principal place of business at 17011 Beach Boulevard, Suite 200A, Huntington Beach, CA 92647 (“Seller”). Buyer and Seller shall be hereinafter individually be referred to as a “Party” and collectively as the “Parties”. All Exhibits and Schedules attached to this Agreement shall hereby be incorporated into and made a part of this Agreement.

WITNESSETH:

WHEREAS, Seller is engaged in the business of developing video games and video game streaming technology and owns, leases or licenses certain video game titles, technologies and intellectual property assets relating to that business;

WHEREAS, Seller owns all of the issued and outstanding shares of its subsidiary corporation Reloaded Productions Inc., a California corporation (“Reloaded Productions US”), which in turn owns all of the interest in its subsidiary limited company Reloaded Productions Limited, a limited company organized under the laws of the United Kingdom (“Reloaded Productions UK”);

WHEREAS, Seller is the owner of the GamersFirst source code in all of its iterations, published and unpublished, described in the Source Code License Agreement attached as Exhibit F hereto (the “GamersFirst Source Code”);

WHEREAS, Seller wishes to sell to Buyer and Buyer wishes to purchase from Seller (a) certain of such video game titles, technologies and intellectual property assets relating to Seller’s business which assets are specifically described on Exhibit A attached hereto, and (b) all of Seller’s shares and ownership interest in Reloaded Productions US (collectively, the “Acquired Assets”), and Seller wishes to have Buyer assume and Buyer has agreed to assume certain of Seller’s liabilities in connection with the Acquired Assets and Seller’s business related to the Acquired Assets as specifically described on Exhibit C attached hereto (the “Assumed Liabilities”), all on the terms and conditions set forth in this Agreement;

WHEREAS, for convenience, the business conducted by Seller with respect to the Acquired Assets is sometimes referred to herein as the “Acquired Business”; and

WHEREAS, Seller wishes to license to Buyer and Buyer wishes to license from Seller the right to use, modify and execute the GamersFirst Source Code, on the terms and conditions set forth in this Agreement and the Source Code License Agreement attached as Exhibit F.

NOW, THEREFORE, in consideration of the premises and mutual agreements hereinafter set forth, the parties agree as follows:

1. Sale of Assets:

(a) In accordance with the terms and conditions of this Agreement, Seller shall sell, transfer, convey and assign to Buyer and Buyer shall purchase, acquire and accept on the Closing Date, as hereinafter set forth, all of Seller's right, title and interest in and to the Acquired Assets, free and clear of all Encumbrances (as defined below) except for the Koch Publishing Agreement (as defined in Section 6(e) of the Disclosure Schedule) and except for the Encumbrances in favor of Structural Capital Investments I, LP ("Structural Capital") as set forth in Sections 6(e) and 6(f) of the Disclosure Schedule.

(b) For Buyer's convenience Seller has provided a general list of assets in Exhibit B attached hereto that are not part of the sale and purchase contemplated hereunder, and are specifically excluded from the Acquired Assets (the "Excluded Assets"). Notwithstanding the foregoing or anything to the contrary, and for the avoidance of doubt, Seller will continue to operate its businesses using Seller's other assets and technologies, including but not limited to, download technologies, telemetry systems, reporting, backend platforms, business intelligence, software systems and all technologies and assets not explicitly and exhaustively listed as Acquired Assets. In connection with the foregoing, Seller has included a non-exhaustive list of Excluded Assets and other assets of Seller not explicitly listed as Acquired Assets in Exhibit A which remain the sole property of Seller after Closing, as hereinafter set forth.

2. Assumption of Liabilities:

(a) Subject to the terms and conditions of this Agreement, Seller shall transfer, convey and assign to Buyer and Buyer shall assume and accept on and after the Closing Date the Assumed Liabilities.

(b) Except for the Assumed Liabilities and Buyer's obligations or liabilities arising from the consummation of the transactions contemplated by this Agreement, Seller is not selling or transferring and Buyer is not acquiring or assuming from Seller: (i) Any liability or obligation relating to indebtedness for borrowed money of Seller, including, without limitation, bank debt, lines of credit and notes payable, whether disclosed, undisclosed, contingent, or otherwise; or (ii) Any obligation or liability relating to the Acquired Assets or Acquired Business in respect of any matter or events occurring on or prior to the Closing Date, whether disclosed, undisclosed, contingent, or otherwise, including, without limitation, any of the following liabilities: (1) any liability for Seller's Taxes applicable for any period ending on or before the Closing Date, as the term "Taxes" is defined in Section 6(c) hereof, except for Buyer's Taxes arising from the consummation of the transactions contemplated by this Agreement; and (2) except as specifically set forth in Exhibit C attached hereto, any obligations or liabilities arising out of or resulting from or relating to the employment dealings, policies, practices, benefits, arrangements and plans of Seller (including, without limitation, severance/ termination pay policies, and employee benefit plans) with respect to periods ending on or prior to the Closing Date.

(c) For the avoidance of doubt, since Seller is selling to Buyer all of Seller's shares and ownership interest in Reloaded Productions US at the Closing, Seller and Buyer agree that as a legal matter after the Closing Buyer, as the owner of Reloaded Productions US, Buyer will have all of the obligations and liabilities of the owner of Reloaded Productions US and the wholly owned

subsidiary of Reloaded Productions US, Reloaded Productions UK, and Seller will have no further obligations and liabilities of any kind or nature in connection therewith.

3. Consideration and Payment:

(a) Purchase Price. In addition to the assumption of the Assumed Liabilities and subject to the other terms and conditions of this Agreement, the cash consideration for the Acquired Assets to be paid by Buyer to Seller shall be US\$388,345.35 (“Cash Purchase Price”) as defined below.

(b) Payment of Cash Purchase Price. Buyer shall pay the Cash Purchase Price to Seller via certified check evidencing immediately available funds where such funds will be paid by Buyer to certain third parties as set forth in the Exhibit K (“Wire Schedule”), at or immediately after the Closing.

(c) Purchase Price Allocation. For tax purposes, the “Total Purchase Price” of \$2,883,150.00 (comprised of \$2,494,804.65 in Assumed Liabilities and \$388,345.35 as the Cash Purchase Price) shall be allocated among the Acquired Assets in accordance with Exhibit D attached hereto, and the Parties hereby agree to use this allocation for all tax reporting purposes.

4. License:

At Closing, Seller will grant to Buyer a non-exclusive, non-revocable, assignable, fully paid up, perpetual, worldwide license to use, modify and execute the GamersFirst Source Code excluding the right of resale or sublicense of such license to third parties for profit without Seller’s prior written consent, in the form attached hereto as Exhibit F (the “Source Code License Agreement”).

5. ACQUIRED ASSETS BEING ACQUIRED AS IS-WHERE IS, WITH ALL FAULTS BASIS:

(a) **Basis on Which Assets Are Being Acquired.** Except for Seller’s representations and warranties specifically set forth in this Agreement, the Acquired Assets are being conveyed by Seller to Buyer on an AS IS-WHERE IS, WITH ALL FAULTS basis, and no other representations, warranties, guarantees, promises, statements, or estimates of any nature whatsoever upon which the Buyer is or may or not be relying, whether oral or written, express or implied, have been made by Seller, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Seller expressly disclaims all such representations, warranties, guarantees, promises, statements or estimates. Buyer acknowledges and agrees that it is not relying and will not rely upon any statement or representation of any person (other than those, if any, expressly set forth herein) with respect to the Acquired Assets including their physical condition. Buyer will instead rely solely on such investigations, examination, and inspection as Buyer may choose to make. Buyer acknowledges that no agent of Seller is authorized to make representations upon which Buyer may rely regarding the Acquired Assets. No oral or written information or advice, other than in this Agreement, given by Seller or Seller’s agent shall create a warranty.

(b) Buyer’s Agreement and Acknowledgment. Buyer agrees and acknowledges that:
(i) Buyer or its representatives have had ample opportunity prior to the Closing to inspect and

investigate the Acquired Assets and Acquired Business being conveyed hereunder; (ii) Buyer or its representatives have inspected and investigated the Acquired Assets and the Acquired Business and discussed them with Seller to their satisfaction; and (iii) Buyer accepts such Acquired Assets “AS IS – WHERE IS, WITH ALL FAULTS” except for the representations and warranties included in this Agreement.

[Buyer's signature]



By: Matthew Scott
Its: Manager

6. Representations and Warranties of Seller:

For purposes of this Agreement, the phrases “to Seller’s actual knowledge”, “to the actual knowledge of Seller” or the like shall be interpreted to mean to the actual knowledge of Bjorn Book-Larsson without a duty to investigate. Except as set forth in the corresponding sections of the disclosure schedule attached hereto as Exhibit G (the “Disclosure Schedule”), Seller hereby represents and warrants to Buyer that:

(a) Seller Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has corporate power and authority to own its assets and to carry on its business as presently conducted.

(b) Seller Corporate Authority and Power. Except as disclosed in the Disclosure Schedule, and other than other than approvals required by the Seller’s shareholders under the Seller’s Bylaws, Articles of Incorporation and shareholders agreements (the “Shareholder Approval”), no consent, approval, or authorization of or declaration or filing with any individual, corporation, partnership, trust or unincorporated organization or any government or any agency or political subdivision thereof is required for the valid execution, delivery and performance by Seller of this Agreement and/or the documents and agreements required hereby and the consummation of the transactions contemplated hereby and thereby. Other than Shareholder Approval, Seller has full power and authority to execute and deliver this Agreement and, to consummate the transactions contemplated in this Agreement. This Agreement is the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except to the extent that enforceability is limited by bankruptcy, insolvency or similar laws affecting creditors’ rights and remedies or by equity principles. Except as set forth in the Disclosure Schedule, neither the execution of this Agreement nor the consummation on the Closing Date of the transactions contemplated by this Agreement will (i) conflict with or result in the breach of any term or provision of the Articles of Incorporation, Bylaws of Seller or any shareholders agreements of Seller; (ii) result in the breach of any term or provision of, or constitute a default or give rise to any right of termination, cancellation or acceleration under, any loan agreement, note, bond, mortgage, indenture, financing agreement, license, lease, or any other agreement or obligation or instrument or law, regulation, order or decree of any kind to which Seller is a party or is bound; (iii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the Acquired Assets or the Acquired Business; or (iv) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Seller.

(c) Taxes. Except as described in the Disclosure Schedule, to Seller's actual knowledge, Seller has timely filed all United States federal Tax returns required to be filed (or will so file to the extent that such returns are not yet due) and has timely paid (or will timely pay) all United States federal Taxes required to be paid with respect to the operations and activities of the Acquired Business through and including the Closing Date. Except as described in the Disclosure Schedule and except as may be owed by Buyer for Taxes due relating to its purchase of the Acquired Assets, the Acquired Assets are and shall remain free and clear of any liens or encumbrances resulting from any United States federal Tax arising in any period ending on or before the Closing Date. For purposes hereof, the term "Tax" or "Taxes" shall include, without limitation, all gross receipts, income, profit, franchise, property, sales, use, social security, employment, payroll, withholding, unincorporated business, customs duties or any other taxes or charges due or claimed to be due with respect to or on account of the operations and activities of the Acquired Assets and Acquired Business, together with penalties and interest thereon, if any.

(d) Lawsuits and Other Actions. Except as described in the Disclosure Schedule, there are no actions, suits, proceedings, orders or investigations pending or to Seller's actual knowledge, threatened against or affecting Seller, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, that would materially adversely affect Seller's performance under this Agreement or the consummation of the transactions contemplated thereby.

(e) Good Title. Seller has good and marketable title to the Acquired Assets free and clear of all Encumbrances, other than those set forth in the Disclosure Schedule. For purposes of this Agreement, "Encumbrances" means any lien, mortgage, pledge, encumbrance, other security interest of any kind or any other claim (including any claim of any governmental taxing authority), other than (i) the lien of current taxes not yet due and payable; and (ii) possible minor matters that, in the aggregate, are not substantial in amount and do not materially detract from or interfere with the present or intended use of any of the Acquired Assets or materially impair Acquired Business operations. At the Closing, Seller will transfer, sell, convey and assign to Buyer the Acquired Assets free and clear of any Encumbrances.

(f) Intellectual Property. Except as set forth in the Disclosure Schedule, Seller owns or possesses adequate and enforceable licenses or other rights to use: (i) the trademarks, service marks, trade names, copyrights, trade secrets, know-how, concepts and techniques, confidential information, customer lists, software, domain names, technical information and data, and any other intellectual property in the Acquired Assets (collectively, "Intellectual Property Assets"), free and clear of any Encumbrances, and (ii) the trademarks, service marks, trade names, copyrights, trade secrets, know-how, concepts and techniques, confidential information, customer lists, software, domain names, technical information and data, and any other intellectual property in the GamersFirst Source Code (collectively, "GamersFirst Intellectual Property Assets"), free and clear of any Encumbrances. To Seller's actual knowledge, none of the Intellectual Property Assets or the GamersFirst Intellectual Property Assets contains any libelous or obscene material, infringes any trade name, trademark, trade secret, copyright or patent, nor invades or violates any right of privacy. Except as set forth in the Disclosure Schedule, Seller has not granted to any third parties exclusive licenses or options to obtain exclusive licenses to any of the Intellectual Property Assets or the GamersFirst Intellectual Property Assets. The Disclosure Schedule lists to Seller's actual knowledge all of the current United States and foreign patents, trademarks, trade names, service

marks and copyrights related to the Acquired Assets and owned by Seller and a list of the registrations or pending applications for registration thereof. The Disclosure Schedule also lists all domain names owned by Seller related to the Acquired Assets. Except as disclosed in the Disclosure Schedule, to Seller's actual knowledge no outstanding claim of infringement of any Intellectual Property Assets or GamersFirst Intellectual Property Assets has been asserted or threatened against Seller, and Seller has not violated any intellectual property right of any third party. To the actual knowledge of Seller, no outstanding claim based on libel, defamation, or invasion of privacy and related to the Acquired Assets has been asserted or threatened against Seller, and Seller has not violated any such right. To Seller's actual knowledge, all independent contractors who provided services in connection with the Acquired Business and the GamersFirst Intellectual Property Assets provided such services pursuant to work-for-hire agreements. ("Work For Hire Agreements"). Except for the Work For Hire Agreements and to Seller's actual knowledge, no other independent contractor has created or developed Intellectual Property Assets or the GamersFirst Intellectual Property Assets for Seller and all Intellectual Property Assets and GamersFirst Intellectual Property Assets of Seller have been created by employees of Seller during the scope of their employment with Seller. To the actual knowledge of Seller, Seller takes and has taken reasonable measures to protect the confidentiality of its trade secrets, know-how or other confidential information relating to the Acquired Business as currently operated. To Seller's actual knowledge, no trade secret, know-how or other confidential information relating to the Acquired Business has been disclosed or authorized to be disclosed to any third party, including any employee, agent, contractor or other entity, other than pursuant to a non-disclosure agreement or other conditional obligation that adequately protects Seller's proprietary interests in and to such trade secrets and other than possible minor matters that, in the aggregate, are not substantial in amount and do not materially detract from or interfere with the present or intended use of any of the Acquired Assets or materially impair Acquired Business operations.

(g) Service Contracts. The Disclosure Schedule lists all service contracts of the Acquired Business (collectively, the "Service Contracts"). Each such Service Contract is in full force and effect, according to its terms. Seller has no actual knowledge of any breach or termination by Seller or by any other parties with respect to any such Service Contract. Seller is not a party to, nor are any of the Acquired Assets as a result of actions by Seller, subject to any material agreement, license, lease or other commitment (other than Service Contracts disclosed above) of any kind or nature, whether written or oral (including, without limitation, real estate or personal property leases, licenses, distribution agreements, freelancer agreements, work-made-for-hire agreements) except as are described in the Disclosure Schedule.

7. Representations and Warranties of Buyer:

Buyer represents and warrants as follows:

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

(b) Buyer Authority and Power. No consent, approval, or authorization of or declaration or filing with any individual, corporation, partnership, trust or unincorporated organization or any government or any agency or political subdivision thereof is required for the valid execution, delivery and performance by Buyer of this Agreement and/or the documents and

agreements required hereby and the consummation of the transactions contemplated hereby and thereby. The execution and delivery of this Agreement by Buyer has been duly and validly authorized and all requisite limited liability company action has been taken to make it valid and binding upon Buyer and is enforceable against Buyer in accordance with its terms, except to the extent that enforceability is limited by bankruptcy, insolvency or similar laws affecting creditors' rights and remedies or by equity principles. Neither the execution of this Agreement nor the consummation on the Closing Date of the transactions contemplated by this Agreement will result in the breach of any term or provision of the Articles of Organization or Operating Agreement of Buyer nor result in the breach of any term or provision of, or constitute a default under, any agreement or other instrument or law or regulation to which Buyer is a party or is bound.

(c) Lawsuits and Other Actions. There are no actions, suits, proceedings, orders or investigations pending or threatened against or affecting Buyer, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which would materially adversely affect Buyer's performance under this Agreement or the consummation of the transactions contemplated thereby.

(d) Buyer to Have Adequate Cash at Closing to Pay the Cash Purchase Price. Buyer has or will have adequate cash and/or funding on the Closing Date to fully perform its obligations under this Agreement.

(e) Taxes. Buyer will timely pay all Taxes owing by Buyer, which are required to be paid with respect to the Acquired Assets and operations and activities of the Acquired Business after the Closing Date.

8. Certain Covenants and Agreements of Buyer and Seller:

(a) Employee Matters:

(i) The Disclosure Schedule sets forth a list of each individual employed by Seller in connection with the Acquired Business, including project employees, and employees who are on vacation leave, family leave, authorized leave of absence or short-term disability leave ("Employees") and their respective years of service, annual compensation including but not limited to any incentive and bonus compensation, annual vacation eligibility, and accrued paid-time off (PTO) if any.

(ii) Buyer intends to offer employment effective on the Closing Date to each Employee of Seller that supports the operations of the Acquired Assets, and any such Employee who accepts Buyer's offer of employment shall be deemed a "Buyer Employee" and shall be hired and retained directly by Buyer (or at the discretion of Buyer, hired and retained by Reloaded Productions US) on and after the Closing Date and Buyer agrees to assume, for such Buyer Employee, all paid time-off or unused vacation accruals for each such Buyer Employee as Assumed Liabilities as set forth on Exhibit C. The Employees who are offered and do not accept offers of employment by Buyer, are referred to herein as the "Seller Employees". For the avoidance of doubt, Seller shall be responsible for continuing or terminating the employment of its Seller Employees, at Seller's sole discretion, and for paying severance and all other applicable payments due any or all Employees as a result of any termination of their employment by Seller.

(iii) Seller agrees to assist Buyer in encouraging Employees so offered employment by Buyer to accept said offers.

(iv) Other than obligations that Buyer may owe to Buyer Employees based upon employment by Buyer on and after the Closing Date (or as otherwise set forth on Exhibit C), Buyer shall not assume any liabilities or any other obligation, including without limitation, under any employee benefit plan or other plan, program, arrangement, contract or agreement providing current or future compensation or benefits to, or related to the terms of employment of, any current or former employee, and Seller retains all liabilities with respect to such employees. Seller shall be responsible for the payment of separation/termination pay claimed by its employees as a result of Seller's termination of their employment from Seller.

(b) Further Assurances. Each Party shall at the request of the other Party furnish, execute and deliver such documents, instruments, certificates, notices or other further assurances and take such other further actions as the other Party may reasonably require in order to vest Buyer with good and marketable title to the Acquired Assets (including the Intellectual Property Assets) as provided herein and to carry out the purposes of this Agreement and consummate the transactions set forth herein.

(c) Access to Records.

(i) For a period of two (2) years after the Closing, Buyer shall allow representatives of Seller access to the records and files of the Acquired Business relating to the operations of the Acquired Business prior to the Closing Date that are included in the Acquired Assets and to make copies or extracts thereof at Buyer's sole expense during reasonable business hours and upon reasonable prior written notice. Said right of access shall be for purposes of obtaining information necessary for tax matters or to defend third party claims or for other proper business purposes.

(ii) For a period of two (2) years after the Closing, Seller shall allow representatives of Buyer access to the records and files relating to the operations of the Acquired Business prior to the Closing Date that are not included in the Acquired Assets and to make copies or extracts thereof at the sole expense of Buyer during reasonable business hours and upon reasonable prior written notice for sole purposes of obtaining information necessary for tax matters or to defend third party claims or for other proper business purposes.

(d) Interim Maintenance of Game Accounts. For a period not to exceed 180 days after the Closing Date, Seller shall maintain all third-party accounts used by Seller in operating, distributing, selling and supporting the Acquired Assets wherever located in the world ("Maintained Accounts") for the sole and exclusive benefit of Buyer, and its assigns. Seller shall be reimbursed by Buyer for any direct out of pocket costs incurred in maintaining such Maintained Accounts. For the avoidance of doubt the Maintained Accounts for which Seller shall serve and maintain on behalf for the benefit of Buyer are listed in Exhibit J, attached hereto and incorporated by this reference. Upon Closing, Seller shall direct all monies from all Maintained Accounts to be deposited (automatically) into an account designated by Buyer. Seller agrees that any and all monies received that are generated in any way from the Acquired Assets, and/or the Maintained Accounts shall be the sole and exclusive property of Buyer, and to immediately report and remit

such funds to Buyer, which are received by Seller after Closing. Seller shall invoice Buyer for all third-party costs and out-of-pocket costs incurred by Seller and directly attributable to providing such support, care and maintenance of said Maintained Accounts on a monthly basis. Buyer will pay said invoices within thirty (30) days of receipt. This covenant shall survive Closing.

9. Simultaneous Signing of this Agreement and Closing; Conditions Subsequent:

The Parties anticipate a simultaneous signing of this Agreement by the Parties and a closing of this transaction at the Closing. Subject to the delivery or satisfaction of the documents, instruments, payments and other items detailed in Section 10, the signing of this Agreement by the Parties and closing of the transaction contemplated by this Agreement (the "Closing") shall take place on such date and time as may be mutually agreed upon in writing by counsel for Seller and for Buyer (the "Closing Date"). The Closing shall take place on the Effective Date. Upon the mutual agreement in writing of Seller and Buyer, the parties may initiate the Closing on the Closing Date and agree to accept the delay of one or more of the Closing conditions or deliverables as described in Section 10 below as conditions subsequent to the Closing Date; provided in no event will any mutually agreed condition subsequent be delayed beyond May 24, 2018.

10. Closing Documents and Instruments:

(a) At the Closing (unless otherwise explicitly set forth herein), Buyer shall deliver to Seller or the following conditions shall be satisfied as determined by Seller in its reasonable discretion:

(i) The Cash Purchase Price in the amount of US\$388,345.35 via certified check in immediately available funds where such funds will be paid by Buyer to those third parties by wire transfer in accordance with the Wire Schedule, at or immediately after the Closing.

(ii) A certificate signed by a duly authorized officer of Buyer, dated the Closing Date, stating that (1) all of the representations and warranties of Buyer set forth in this Agreement are in all material respects true, accurate and complete as of the Closing Date; and (2) all of the agreements and covenants set forth in this Agreement to be performed by Buyer prior to the Closing Date have been performed;

(iii) An Assumption Agreement executed by Buyer for the Assumed Liabilities in the form of Exhibit E hereto;

(iv) The Epic Agreement entered into by Buyer including a requirement or condition that Seller and its affiliates are released from all claims under the Epic Agreement with Reloaded Productions US;

(v) All consents, approvals, releases and filings required in order for Buyer to affect the transaction contemplated by this Agreement;

(vi) Offers of employment from Buyer to the following Employees to become Buyer Employees (and either retained directly by Buyer or retained directly by Reloaded Productions US) effective as of the Closing: John Archer, Christopher Beers, Matt Gee, Sjoerd Grevelink, Lance McNearney, Diane Migliaccio, Jordan Murphy and Johann Van Der Walt;

(vii) A payment agreement entered into among Seller, Structural Capital and TriplePoint Capital LLC (“TriplePoint”) regarding, among other things, the payment by Structural Capital to TriplePoint Capital of US\$355,927.50 (“TPC Partial Payoff Payment”) in partial satisfaction of Seller’s obligations under the TPC Agreements (as such term is defined in Section 6(b) of the Disclosure Schedule), the consent of each of TriplePoint and Structural Capital to the sale of the Acquired Business (and Acquired Assets) pursuant to this Agreement and the agreement by each of TriplePoint and Structural not to commence or join in any involuntary bankruptcy or involuntary insolvency proceeding against Seller (or any of its affiliates) within ninety (90) days of the Closing;

(viii) Evidence of the payment of the TPC Partial Payoff Payment by Structural to TPC;

(ix) Side letter agreement and/or amendments entered into by Seller and Structural with regard to the Structural Loan Agreement (as such term is defined in Section 6(b) of the Disclosure Schedule) to, among other things, reduce the outstanding principal amount to US\$530,365.58 and to memorialize the key terms regarding the payment of such reduced principal amount (and conditions related thereto), interest, payment period and other fees owed by Seller to Structural Capital;

(x) A partial pay-off letter from TriplePoint regarding, among other things the TPC Partial Payment and the release of Encumbrances on the Acquired Assets and other agreements and/or amendments entered into by Seller and TriplePoint regarding the TPC Agreements to, among other things, reduce the outstanding lease payments to US\$620,864.67 and to memorialize the key terms regarding the payment of such reduced lease payments (and conditions related thereto), interest, payment period and other fees owed by Seller to TriplePoint;

(xi) Such other documents and instruments as Seller reasonably may request to affect the transactions contemplated hereby.

(b) At the Closing, Seller shall deliver to Buyer, or otherwise satisfy the following conditions, as applicable:

(i) A Bill of Sale for the Acquired Assets in the form of Exhibit H hereto;

(ii) All necessary consents, approvals, assignments and authorizations for the sale of the Acquired Assets to Buyer free and clear of any Encumbrances and adverse interests, including claims to ownership or infringement;

(iii) Assignments of the Intellectual Property Assets (and applications, if any, therefore), except for Excluded Assets described in Exhibit B;

(iv) A fully executed Source Code License Agreement in the form attached hereto as Exhibit F;

(v) Such other instruments of transfer as shall be reasonably requested by Buyer in order to vest Buyer with good and marketable title to the Acquired Assets free and clear of all Encumbrances or restrictions of any kind;

(vi) A certificate of good standing from the State of California dated a recent date prior to the Closing Date;

(vii) A certificate signed by a duly authorized officer of Seller, dated the Closing Date, stating that (1) all of the representations and warranties of Seller set forth in this Agreement are in all material respects true, accurate and complete as of the Closing Date; and (2) all of the agreements and covenants set forth in this Agreement to be performed by Seller prior to the Closing Date have been performed;

(viii) Written consent of the Board of Directors of Seller authorizing the execution, delivery and performance of this Agreement;

(ix) Evidence reasonably satisfactory to Buyer that all Encumbrances on the Acquired Assets have been extinguished;

(x) Resignations from the Board of Directors and officers of Reloaded Productions US and the Managing Director of Reloaded Productions UK;

(xi) The original stock certificate of Reloaded Productions US in the name of Seller, along with an executed Stock Power Separate From Certificate transferring all of Seller's shares and ownership in Reloaded Productions US to Buyer, in the form of Exhibit I attached hereto or in the absence of such original stock certificate, an affidavit of lost certificate in a form reasonably acceptable to Buyer (the "Reloaded Productions Certificate"); provided, however, at the written request Buyer (e-mail is sufficient for this purpose), Seller will delay the delivery of the Reloaded Productions Certificate to Buyer to a date no later than May 24, 2018.

(xii) Evidence reasonably satisfactory to Buyer that all obligations of Seller to the United States federal taxing authority and related to the Acquired Assets and pertaining to the period prior to or on the Closing Date that are due and payable prior to or on the Closing Date have been paid at the Closing or will be paid when due and owing, except for any of Buyer's Taxes related to its purchase of the Acquired Assets hereunder;

(xii) No suit or proceeding at law or in equity or of any governmental body has been instituted or, to the actual knowledge of Seller, threatened that could materially and adversely affect Buyer's ability to operate the Acquired Assets; and

(xiii) A consent or other document executed by each of Structural Capital and Triple Point in which Structural Capital and Triple Point agree to not commence involuntary bankruptcy or insolvency proceedings against the Seller for a period of ninety (90) days after the Closing Date.

11. Payment of Expenses:

(a) Buyer shall pay all necessary Taxes incident to the transfer to Buyer of the Acquired Assets and Assumed Liabilities, including, without limitation, all taxes on personal property conveyed to Buyer that become due and payable after the Closing Date, and any claim or obligation to pay ad valorem personal property taxes, as applicable, for the calendar year during which Closing occurs and thereafter.

(b) Seller and Buyer shall pay their respective costs and expenses, including, but not limited to legal fees, incurred in connection with conducting the negotiations leading to this Agreement and in performing, closing and otherwise carrying out the provisions of this Agreement.

(c) Buyer and Seller represent to each other that no broker or finder has been employed by any party in connection with this transaction and each agrees to indemnify and hold the other harmless against any and all claims of any such broker or finder with respect to this transaction.

12. Indemnification:

(a) Indemnification by Seller: Seller hereby agrees to defend, indemnify and hold harmless Buyer, its officers, directors and employees, from and against any and all losses, claims, obligations, fines, proceedings, deficiencies, liabilities, damages, assessments, judgments, costs and expenses, including reasonable attorney's fees (both those incurred in connection with the investigation, defense or prosecution of the indemnifiable claim and those incurred in connection with the enforcement of this provision) (collectively, "Buyer Losses"), caused by, resulting from or arising out of:

(i) (A) breaches of any representation or warranty hereunder on the part of Seller; and (B) failures by Seller to perform or otherwise fulfill any undertaking or other agreement or obligation hereunder; and/or

(ii) the operation and ownership of the Acquired Business or Acquired Assets on or prior to the Closing Date; and/or

(iii) any liability or obligation of Seller with respect to the Acquired Business or the Acquired Assets that is not an Assumed Liability; and/or

(iv) any and all actions, suits, proceedings, claims and demands incident to any of the foregoing or such indemnification; provided, however, that if any claim, liability, demand, assessment, action, suit or proceeding shall be asserted against Buyer in respect of which Buyer proposes to demand indemnification ("Buyer Indemnified Claims"), Buyer shall notify Seller thereof, provided further, however, that the failure to so notify Seller shall not reduce or affect Seller's obligations with respect thereto except to the extent that Seller is materially prejudiced thereby. Subject to rights of or duties to any insurer or other third person having liability therefor, Seller shall have the right promptly upon receipt of such notice to assume the control of the defense, compromise or settlement of any such Buyer Indemnified Claims, including, at its own expense, employment of counsel; provided, however, that if Seller shall have exercised its right to assume such control, Buyer may, in its sole discretion and at its expense, employ counsel to represent it (in addition to counsel employed by Seller) in any such matter, and in such event counsel selected by Buyer shall be required to cooperate with such counsel of Seller in such defense, compromise or settlement.

(v) Seller Indemnification Limit on Liability. Notwithstanding the foregoing or anything in this Agreement to the contrary, the maximum amount of Seller's liability under this indemnification obligation shall be limited to (i) US\$1.00 if such liability relates to the Fallen Earth MMO Game and (ii) US\$388,344.35 if such liability relates to the Acquired Business (other

than the liability related to the foregoing clause (i) (each of the foregoing, the “Liability Cap”). Further notwithstanding anything to the contrary set forth in this Agreement, Buyer shall not make a claim for Buyer Losses until the aggregate dollar amount of all Buyer Losses that would otherwise be indemnifiable pursuant to Section 12(a) exceeds US\$50,000 (the “Basket Amount”), in which case Buyer may make claims for indemnification for all Buyer Losses, including the Basket Amount. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS), OTHER THAN SUCH DAMAGES ARISING FROM THIRD PARTY CLAIMS, WHICH IN ALL CASES SHALL BE SUBJECT TO THE LIABILITY CAP, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER THE PARTY HAS BEEN ADVISED OF SUCH DAMAGES.

(b) Indemnification by Buyer: Buyer hereby agrees to defend, indemnify and hold harmless Seller, its officers, directors and employees (collectively, “Seller Indemnitees”) from and against any and all losses, claims, obligations, fines, proceedings, deficiencies, liabilities, damages, assessments, judgments, costs and expenses, including reasonable attorneys’ fees (both those incurred in connection with the investigation, defense or prosecution of the indemnifiable claim and those incurred in connection with the enforcement of the provision) (collectively, “Seller Losses”), caused by, resulting from or arising out of:

(i) (A) breaches of any representation and warranty hereunder on the part of Buyer; and (B) failures by Buyer to perform or otherwise fulfill any undertaking or other agreement or obligation hereunder; and/or

(ii) the operation and ownership of the Acquired Business or Acquired Assets after the Closing Date; and/or

(iii) any liability or obligation that is an Assumed Liability; and/or

(iv) any and all actions, suits, proceedings, claims and demands incident to any of the foregoing or such indemnification; and provided, however, that if any claim, liability, demand, assessment, action, suit or proceeding shall be asserted in respect of which a Seller Indemnitee proposes to demand indemnification (“Seller Indemnified Claims”), Seller or such other Seller Indemnitee shall notify Buyer thereof, provided further, however, that the failure to so notify Buyer shall not reduce or affect Buyer’s obligations with respect thereto except to the extent that Buyer is materially prejudiced thereby. Subject to rights of or duties to any insurer or other third person having liability therefor, Buyer shall have the right promptly upon receipt of such notice to assume the control of the defense, compromise or settlement of any such Seller Indemnified Claims, including, at its own expense, employment of counsel; provided, however, that if Buyer shall have exercised its right to assume such control, Seller may, in its sole discretion and at its expense, employ counsel to represent it (in addition to counsel employed by Buyer) in any such matter, and in such event counsel selected by Seller shall be required to cooperate with such counsel of Buyer in such defense, compromise or settlement.

13. Survival: The respective representations and warranties of Seller and of Buyer hereunder shall survive the Closing for a period of two (2) years, except that the representations and warranties of Seller set forth in Section 6(e) (Good Title), 6(f) (Intellectual Property) and Section

6(c) (Taxes), and the representations and warranties of Buyer set forth in Section 7(e) (Taxes) shall survive until the expiration of all applicable statute of limitations with respect thereto, as such may be extended from time to time at the request of any tax authority.

14. Miscellaneous:

(a) All notices, requests, demands and other communications hereunder shall be in writing and delivered personally or by registered or certified mail, return receipt requested, postage prepaid, or sent by Federal Express or other commercial overnight courier service, and addressed to the Party to be notified at the addresses set forth below, or at such other addresses as it may have been given written notice in accordance with this paragraph:

(i) If to Seller,

Reloaded Games, Inc.
17011 Beach Boulevard, Suite 200A
Huntington Beach, CA 92647
Attention: Bjorn Book-Larsson

with a copy to:

Foundation Law Group, LLP
445 S. Figueroa Street, Suite 3100
Los Angeles, CA 90071
Facsimile: (310) 943-3350
Attention: Terry K. Quan

With a copy to:

HNB Capital LLC
1732 Aviation Blvd. #223
Redondo Beach, CA 90278
Facsimile: (310) 379-0940
Attention: Howard Brand

(ii) If to Buyer,

Little Orbit LLC
29863 Santa Margarita Parkway, Suite 110
Rancho Santa Margarita, CA 92688
Attention: Matthew Scott

with a copy to:

Shenkman & Hughes PC
28905 Wight Road
Malibu, CA 90265
Attention: Mary Ruth Hughes

(b) This Agreement may not be assigned by either Party without the other Party's prior written consent. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the undersigned Parties, the successors and permitted assigns of Buyer and the successors and permitted assigns of Seller.

(c) Neither Party shall issue any press release or other public announcement with respect

to the transaction contemplated by this Agreement until after the Closing Date, unless otherwise required by law. All press releases or public announcements relating to the transaction will be mutually agreed to by Buyer and Seller.

(d) Except as otherwise provided in this Agreement, it is understood and agreed that neither Buyer nor Seller has made any representations to the other as to the tax effect of the transactions contemplated by this Agreement, and Buyer and Seller are therefore separately taking counsel as to such matters, and each is assuming, subject only to the express provisions of this Agreement, the tax, if any, which may be incurred by reason of the carrying out of the terms and provisions hereof.

(e) The titles of the sections of this Agreement have been assigned thereto for convenience only and shall not be construed as limiting, defining or affecting the substantive terms of this Agreement.

(f) As used in this Agreement, the terms “hereby”, “hereto” and/or “hereunder” and similar terms shall refer to this Agreement and not to any particular section or provision of this Agreement unless expressly otherwise stated.

(g) This Agreement shall be controlled, construed and enforced in accordance with the internal laws of the State of California. Any legal action brought to enforce or interpret this Agreement shall be brought exclusively in the courts located in Orange County, California USA. The waiver by any party of a breach of any provision of this Agreement shall not operate as, nor be construed as, a waiver of any subsequent breach thereof. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated hereby and may be modified only by a subsequent written document signed by the Parties hereto.

(h) This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(i) If any legal action or proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys’ fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

(j) Nothing in this Agreement shall confer any rights on any person or entity other than the Parties and their respective successors and permitted assigns.

(k) If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transaction contemplated herein is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transaction contemplated herein is fulfilled to the fullest extent possible.

(l) The Parties 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 provisions of this Agreement.


(m) There is no partnership, joint venture or other association between the Parties by virtue of the Parties' execution of or performance under this Agreement.

(n) If either Party has a claim or controversy covered by this Agreement, such Party shall give written notice to the other party, and within ten (10) business days of receiving the notice, the Parties shall meet and attempt to resolve the dispute. If the Parties are unable to resolve the dispute within ten (10) business days, the dispute shall be determined by arbitration in Orange County, California, before one (1) arbitrator who shall be a retired judge with experience successfully arbitrating disputes in the video or computer game, entertainment software or technology industries. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on an award resulting from an arbitration may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day first above written.

LITTLE ORBIT LLC

By:  _____
Name: Matthew Scott
Title: Manager

RELOADED GAMES, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day first above written.

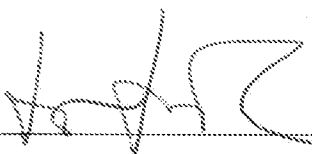
LITTLE ORBIT LLC

By: _____

Name: Matthew Scott

Title: Manager

RELOADED GAMES, INC.

By:  _____

Name: BEN BOOK-LARSEN

Title: CEO

EXHIBIT A

ACQUIRED ASSETS

“Acquired Assets” shall mean all of Seller’s right, title and interest in and to the following assets:

1. All of the accounts receivable, notes receivable, officer advances receivable, retention advances, and any other receivable of every kind and nature that are related to or arise from the APB Reloaded MMO Game and the Fallen Earth MMO Game and accrue after the Closing Date and are owed to Seller, and which are not related to the Excluded Assets.

2. All of the Service Contracts listed on the Disclosure Schedule and service contracts, and any other agreements and commitments relating to the APB Reloaded MMO Game and the Fallen Earth MMO Game (and not related to any Excluded Assets) that is an Assumed Liability, including all assignable contracts related to execution and operation of the APB Reloaded MMO Game and the Fallen Earth MMO Game, including all contracts related to revenue or incomes generated or paid (provided such payment relates to an accrual arising a day after the Closing Date) starting the day after the Closing Date from the APB Reloaded MMO Game, and all royalty and revenue contracts for royalties and revenues generated starting April 1, 2018 with Koch Media GmbH for Playstation4 and Xbox One versions of the APB Reloaded MMO Game. For all operations contracts related to the APB Reloaded MMO Game and the Fallen Earth MMO Game that are explicitly not assignable (e.g. Steam, Epic Games that require new agreements as part of their policies), new contracts will be entered into by Buyer, at Buyer’s discretion, and it will be solely Buyer’s responsibility to enter into such agreements on its own; provided, however, with respect to Epic Games, Buyer will enter into a new agreement with Epic Games pursuant to which any and all outstanding obligations of Reloaded Productions US to Epic Games existing as of the Closing under that certain License Agreement dated November 2, 2010 and that certain Support Agreement dated November 2, 2010, in each case, by and between Reloaded Productions US and Epic Games, will be extinguished and forgiven, any breaches thereunder will be waived by Epic Games and Seller will be a third party beneficiary to such new agreement with Epic Games with regard such matters.

3. The following of Seller’s former, previous and currently existing trademarks both registered and unregistered, or applications therefor, with respect to the APB Reloaded MMO Game, Fallen Earth MMO Game, Acquired Assets and all associated goodwill:

US Trademarks

<u>Mark</u>	<u>Registering Company</u>	<u>Country</u>	<u>Reg./App. No.</u>	<u>Goods/Services</u>	<u>Next Status Date</u>
ALL POINTS BULLETIN	Reloaded Productions US	US	3600315	Class 41 - Entertainment services, namely, providing a computer game that may be accessed network-wide by network users, namely, providing a multiple-user and multiple-player on-line video computer game on a global computer information network	Renewal deadline 3/31/2019

				provided by means of communications by computer terminals or mobile telephone	
ALL POINTS BULLETIN	Reloaded Productions US	US	3600160	Class 9 - Computer programs, namely, game software for use on computers, video game players, and game instruction and hint manuals sold therewith as a unit	Renewal deadline 3/31/2019
APB	Reloaded Productions US	US	3592998	Class 9 - Computer programs, namely, game software for use on computers, video game players, and game instruction and hint manuals sold therewith as a unit	Renewal deadline 3/17/2019
APB	Reloaded Productions US	US	3600314	Class 41 - Entertainment services, namely, providing a computer game that may be accessed network-wide by network users, namely, providing a multiple-user and multiple-player on-line video computer game on a global computer information network provided by means of communications by computer terminals or mobile telephone	Renewal deadline 3/31/19
APB	Reloaded Productions US	US	4760497	Class 9 - Computer game software downloadable from a global computer network; downloadable electronic games via the Internet and wireless devices; Electronic game programs; Game software; Interactive multimedia computer game programs; Interactive multi-player game software; Interactive videogame cartridges or DVDs; Interactive computer game cartridges or DVDs; Pre-recorded electronic and digital media featuring games; Virtual reality game software; Computer programs, namely, game software for use on computers, video game players, and game instruction and hint manuals sold therewith as a unit	Section 8 & 15 deadline 6/23/21
ALL POINTS BULLETIN	Reloaded Productions US	US	4760498	Class 9 - Computer game software downloadable from a global computer network; downloadable electronic games via the Internet and wireless devices; Electronic game programs; Game software; Interactive multimedia computer game programs; Interactive multi-player game software; Interactive videogame cartridges or DVDs; Interactive computer game cartridges or DVDs; Pre-recorded electronic and digital media featuring games; Virtual reality game software; Computer programs, namely, game software for use on computers, video game players, and game instruction and hint manuals sold therewith as a unit	Section 8 & 15 deadline 6/23/21

APB RELOADED	Reloaded Productions US	US	4262023	Class 9 - Computer game software downloadable from a global computer network; downloadable electronic games via the Internet and wireless devices; Electronic game programs; Game software; Interactive multimedia computer game programs; Interactive multi-player game software; Interactive video game cartridges or DVDs; Interactive computer game cartridges or DVDs; Pre-recorded electronic and digital media featuring games; Virtual reality game software; Computer programs, namely, game software for use on computers, video game players, and game instruction and hint manuals sold therewith as a unit	Section 8 & 15 deadline 12/17/2018
APB RELOADED	Reloaded Productions US	US	4262022	Class 41 – Entertainment services, namely, providing competitive multiplayer video gaming via a global computer network	Section 8 & 15 deadline 12/17/2018
APB RETRIBUTION	Reloaded Productions US	US	4804581	Class 9 – Computer game software downloadable from a global computer network; downloadable electronic games accessible via a global computer network, wireless devices, or mobile devices; Electronic game programs; Game software; Interactive multimedia computer game programs; Interactive multi-player game software; Interactive video game cartridges or DVDs; Interactive computer game cartridges or DVDs; Pre-recorded electronic and digital media featuring games; Virtual reality game software; Computer programs, namely, game software for use on computers, video game players, mobile devices and game instruction and hint manuals sold therewith as a unit	Section 8 & 15 deadline 9/1/2021
GAMERSFIRST	Seller (Reloaded Games, Inc.)	US	Registration Number: 87719930	Class 41 – Entertainment services, namely, providing competitive multi-player video gaming via a global computer network	Renewal deadline: 3/20/2017 (Note: grace period to file renewal expired 9/20/2017) Cancelled 10/27/2017 Re-filed 12/13/2017 Published for Opposition 3/20/2018

G GAMERSFIRST and Design	Seller (Reloaded Games, Inc.)	US	3711202	Class 41 – Entertainment services, namely, providing on-line computer games	Renewal deadline 11/17/2019
GAMERSFIRST LIVE!	Seller (Reloaded Games, Inc.)	US	4446497	Class 9 – Downloadable computer software utility program to enable downloading and installing of computer games	Section 8 & 15 deadline 12/10/2019
ARMAS	Seller (Reloaded Games, Inc.)	US	4444697	Class 41 –Entertainment services, namely, providing competitive multiplayer computer video gaming via a global computer network	Section 8 & 15 deadline 12/3/2019
ARMAS	Seller (Reloaded Games, Inc.)	US	4463513	Class 42 – Computer technical support services, namely, application service provider featuring platform API and integration software for computer games for integrating and enabling monetization behavior dashboard, item pricing analysis, customer ticket management, item management tools and in-game store, global payment aggregation, user behavior analysis, data security and content management and localization	Section 8 & 15 deadline 1/7/2020
FALLEN EARTH	Seller (Reloaded Games, Inc.)	US	4743763	Class 41 – Entertainment services, namely, providing a computer game that may be accessed and played over the Internet	Section 8 & 15 deadline 5/26/2021

4. All of the Seller’s copyrights both registered and unregistered, or applications therefore, in and to the APB Reloaded MMO Game and the Fallen Earth MMO Game and all goodwill associated therewith.

5. All of Seller’s databases, player accounts, account links with Xbox and PS4, relating to any of Seller’s publications, products and services (including published and unpublished), that are a part of the APB Reloaded MMO Game and the Fallen Earth MMO Game.

6. All of Seller’s computer source code, computer object code and software work in process and under development, inventions, back end systems and online game systems and all trade secrets used in the execution and operation of the APB Reloaded MMO Game and the Fallen Earth MMO Game.

7. Seller’s provisional patent applications, pending patent applications and granted patents and patent rights worldwide listed below: Not Applicable

8. The following License Agreements that the Seller entered into prior to the Closing Date: Not Applicable

9. All artwork, photographs, illustrations and diagrams relating to APB Reloaded MMO Game and the Fallen Earth MMO Game.

10. All of Seller's databases, software and systems of the products known as the APB Reloaded MMO Game and the Fallen Earth MMO Game. Software related to APB Reloaded MMO Game and the Fallen Earth MMO Game shall include all computer source code and object code versions of the software and all product and technical documentation relating to such software developed by or for the Seller for APB Reloaded MMO Game and the Fallen Earth MMO Game.

11. All of Seller's promotional and advertising materials relating to APB Reloaded MMO Game and the Fallen Earth MMO Game.

12. All correspondence, records and files relating to the APB Reloaded MMO Game and the Fallen Earth MMO Game that exists to Seller's actual knowledge, or that Seller later becomes aware of, including all editorial, sales, promotion, market research, customer files, customer lists, contracts, and other files relating to the APB Reloaded MMO Game and the Fallen Earth MMO Game.

13. Subject to the limitations of applicable licenses, all of Seller's customer and subscriber lists and files used by Seller in connection with the APB Reloaded MMO Game and the Fallen Earth MMO Game.

14. All of Seller's domain names and computer source code for World Wide Web internet sites of: GamersFirst.com.

15. All of Seller's hardware, computers, machinery, technology, office equipment, office furniture and other personal property that are currently used in operating the APB Reloaded MMO Game and the Fallen Earth MMO Game, and located at the Equinix Los Angeles data center (other than those items of equipment and personal property leased pursuant to an agreement not assumed by Buyer as an Assumed Liability), including all hardware assets owned by Seller used in and located at its Huntington Beach office, but in all cases excluding any hardware, computers, machinery, technology, office equipment, office furniture and other personal property used by Seller for its Reloaded Technologies, Inc., downloading business or otherwise related to the Excluded Assets.

16. Subject to the limitations of applicable licenses, all of Seller's platform operation components such as credit card processing systems and customer service systems used in operating the APB Reloaded MMO Game and the Fallen Earth MMO Game.

17. All of Seller's shares and ownership interest in Reloaded Productions US.

18. All rights of the Seller to enforce the "secrecy" and "proprietary information" agreements between Seller and its current and former employees (except that Buyer is not assuming any payment or financial obligations thereunder unless such obligations arise after the Closing).

19. In connection with Reloaded Productions UK, an HM Revenue and Customs research and development tax credit in the approximate amount of \$40,000, for which Buyer is solely responsible for applying prior to December 31, 2018 in order to receive such credit.

All the foregoing shall be known collectively as the "Acquired Assets".

EXHIBIT B

EXCLUDED ASSETS

Notwithstanding anything to the contrary, the Acquired Assets shall only include the assets specially and exhaustively listed on Exhibit A and shall not include any other assets of Seller, including but not limited to accounts receivable, contracts, intellectual property, rights, properties, claims, contracts and businesses of every kind, character and description, whether tangible or intangible, whether real, personal or mixed, whether accrued, contingent or otherwise, and wherever located, and further including but not limited to the following:

(a) All download technologies, telemetry systems, reporting, backend platforms, business intelligence, software systems and all other intellectual property of the Seller not explicitly sold as Acquired Assets;

(b) Any interest held by Seller in its wholly owned subsidiary, Reloaded Technologies, Inc.

(c) The minute books, capital stock records, charter documents, by-laws and corporate seal of Seller, together with annual and other corporate reports filed with Seller's state of incorporation and other states in which Seller is qualified to do business and other documents and correspondence that relate to Seller's corporate organization and maintenance thereof.

(d) All rights of Seller with respect to the claims, refunds, causes of action, choses in action, rights of recovery, rights of set-off and all other rights and assets of every kind and nature related to the liabilities other than the Assumed Liabilities.

(e) All accounts receivable notes receivable, officer advances receivable, retention advances, and any other receivable of every kind and nature that are related to or arise from the Acquired Assets and that are paid to Seller prior to Closing or are paid to Seller after Closing as a result of an accrual through the Closing Date (except in the case of the Koch Publishing Agreement where such accrual is through April 1, 2018).

(f) All revenue or incomes generated through the Closing Date from the APB Reloaded game and all royalties and revenues from Koch Media GmbH for Playstation4 and Xbox One versions of the APB Reloaded game that are paid to Seller prior to the Closing or are paid to Seller after Closing as a result of an accrual through the Closing Date (except in the case of the Koch Publishing Agreement where such accrual is through April 1, 2018).

(g) The trademark *Zombies vs Zombies* (Registration Number 4660408), registered in the name of Reloaded Productions U.S., which will be assigned to Seller after the Closing by Buyer.

EXHIBIT C

ASSUMED LIABILITIES

(1) All obligations and liabilities of any kind or nature associated with the Acquired Assets and the Acquired Business, and accruing after the Closing Date or pertaining to the period after the Closing Date;

(2) All accounts payable incurred in connection with the Acquired Assets and the Acquired Business in the ordinary course of business on or after the Closing Date;

(3) All of Seller's obligations under the Service Contracts for the period commencing on the Closing Date through the end of the respective terms thereof;

(4) Seller's obligations under the royalty and revenue contracts with Koch Media GmbH for PlayStation4 version and Xbox One versions of the APB Reloaded MMO Game that become due after the Closing;

(5) All Taxes related to the Acquired Assets attributable to any period after the Closing Date, including, without limitation, all taxes and assessments on personal property conveyed to Buyer that become due and payable after the Closing Date, and any claim or obligation to pay ad valorem personal property taxes, as applicable, for the calendar year during which Closing occurs (to the extent due after the Closing Date) and thereafter;

(6) All of Seller's obligations that become due after the Closing Date under each of the following equipment leases (which obligations will include amounts due prior to the Closing Date as set forth below) and other liabilities and obligations under the following agreements and commitments:

Equipment Lessors (other than TriplePoint) and Other Agreements	Amount Owed at Closing	Comments
Equinix Data Center Contract	\$13,978.00	For April 2018

Seller has existing equipment leases with Harbor Capital and Ascentium, both of which will be terminated on Closing by Seller and all such equipment under such leases will be returned to Harbor Capital and Ascentium, respectively. Buyer, with notice to Seller prior to Closing, may elect to assume each such equipment lease (and equipment subject to such lease) and continue operating the equipment under a new agreement with the applicable lessor.

(7) For the avoidance of doubt, all of the obligations and liabilities of the owner of Reloaded Productions US together with all obligations and liabilities of Reloaded Productions US's wholly-owned subsidiary, Reloaded Productions UK from and after the Closing; provided, however, with respect to Reloaded Productions UK, Buyer agrees to assume all payment obligations of Reloaded Productions UK arising prior to the Closing related to the Edinburgh Council tax in the approximate amount of £16,811.00 (or approximately US\$22,862.96) and UK Pension Plan payments in the approximate amount of £41,488.06 (or approximately, US\$56,423.76).

(8) Under that certain Loan and Security Agreement dated December 31, 2015, by and between Seller and Structural Capital Investments I, LP (“Structural Capital”) (as such agreement is amended from time to time, the “Structural Loan Agreement”), Seller as of the Effective Date has outstanding obligations to Structural Capital in the amount of \$2,873,595.58 (consisting of principal in the amount of \$2,025,000.00, accrued interest in the amount of \$438,209.09, default fees in the amount of \$151,730.00, and outstanding legal fees in the amount of \$56,156.49. Buyer agrees to assume an amount equal to \$2,343,150.00 relating to such outstanding obligations of Seller under the Structural Loan Agreement.

(9) With respect to each Buyer Employee, Seller agrees to assume all accrued paid-time off or unused vacation for each Buyer Employee through Closing for a total amount of \$58,389.93.

All the foregoing shall be known collectively as the “Assumed Liabilities”.

EXHIBIT D

ALLOCATION OF TOTAL PURCHASE PRICE FOR TAX PURPOSES

The Total Purchase Price will be allocated as follows on IRS Form 8594 by Buyer and Seller:

Classes I through IV	\$0
Class V	\$20,000*
Class VI and VII	\$2,863,150.00

*Buyer is responsible for paying Seller for the sales tax, if any, associated with the assets comprising Class V for the Acquired Business.

EXHIBIT E

ASSUMPTION AGREEMENT

LITTLE ORBIT, LLC (“Buyer”), pursuant to the Asset Purchase Agreement and Agreement to License dated May 7, 2018 (the “Agreement”) between Buyer and RELOADED GAMES, INC. a California corporation (“Seller”), and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby assume and accept responsibility for the full and timely performance and satisfaction of the Assumed Liabilities listed on Schedule 1 hereto.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, Buyer has caused this Assumption Agreement to be duly executed and delivered on its behalf to Seller on this May 7, 2018.

Little Orbit, LLC

By: _____

Name: Matthew Scott

Title: Manager

SCHEDULE 1 to
Assumption Agreement

(1) All obligations and liabilities of any kind or nature associated with the Acquired Assets and the Acquired Business, and accruing after the Closing Date or pertaining to the period after the Closing Date;

(2) All accounts payable incurred in connection with the Acquired Assets and the Acquired Business in the ordinary course of business on or after the Closing Date;

(3) All of Seller's obligations under the Service Contracts for the period commencing on the Closing Date through the end of the respective terms thereof;

(4) Seller's obligations under the royalty and revenue contracts with Koch Media GmbH for PlayStation4 version and Xbox One versions of the APB Reloaded MMO Game that become due after the Closing;

(5) All Taxes related to the Acquired Assets attributable to any period after the Closing Date, including, without limitation, all taxes and assessments on personal property conveyed to Buyer that become due and payable after the Closing Date, and any claim or obligation to pay ad valorem personal property taxes, as applicable, for the calendar year during which Closing occurs (to the extent due after the Closing Date) and thereafter;

(6) All of Seller's obligations that become due after the Closing Date under each of the following equipment leases (which obligations will include amounts due prior to the Closing as set forth below) and other liabilities and obligations under the following agreements and commitments:

Equipment Lessors (other than TriplePoint)	Amount Owed at Closing	Comments
Equinix Data Center Contract	\$13,978.00	For April 2018

Seller has existing equipment leases with Harbor Capital and Ascentium, both of which will be terminated on Closing by Seller and all such equipment under such leases will be returned to Harbor Capital and Ascentium, respectively. Buyer, with notice to Seller prior to Closing, may elect to assume each such equipment lease (and equipment subject to such lease) and continue operating the equipment under a new agreement with the applicable lessor.

(7) For the avoidance of doubt, all of the obligations and liabilities of the owner of Reloaded Productions US together with all obligations and liabilities of Reloaded Productions US's wholly-owned subsidiary, Reloaded Productions UK from and after the Closing; provided, however, with respect to Reloaded Productions UK, Buyer agrees to assume all payment obligations of Reloaded Productions UK arising prior to the Closing related to the Edinburgh Council tax in the approximate amount of £16,811.00 (or approximately US\$22,862.96) and UK Pension Plan payments in the approximate amount of £41,488.06 (or approximately, US\$56,423.76).

(8) Under that certain Loan and Security Agreement dated December 31, 2015, by and between Seller and Structural Capital Investments I, LP (“Structural Capital”) (as such agreement is amended from time to time, the “Structural Loan Agreement”), Seller as of the Effective Date has outstanding obligations to Structural Capital in the amount of \$2,873,595.58 (consisting of principal in the amount of \$2,025,000.00, accrued interest in the amount of \$438,209.09, default fees in the amount of \$151,730.00, and outstanding legal fees in the amount of \$56,156.49). Buyer agrees to assume an amount equal to \$2,343,150.00 relating to such outstanding obligations of Seller under the Structural Loan Agreement.

(9) With respect to each Buyer Employee, Seller agrees to assume all accrued paid-time off or unused vacation for each Buyer Employee through Closing for a total amount of \$58,389.93.

All the foregoing shall be known collectively as the “Assumed Liabilities”.

EXHIBIT F
SOURCE CODE LICENSE AGREEMENT

(To be attached)

SOURCE CODE LICENSE AGREEMENT

THIS SOURCE CODE LICENSE AGREEMENT (“**Agreement**”) is entered into as of May __, 2018 (“**Effective Date**”) between Reloaded Games, Inc., a California corporation (“**RGI**”), having its principal place of business at 17011 Beach Boulevard, Suite 200A, Huntington Beach, CA 92647, and Little Orbit LLC., a California limited liability company, having its principal place of business at 29863 Santa Margarita Parkway, Suite 110, Rancho Santa Margarita, CA 92688 (“**Little Orbit**”). This Agreement is entered into with reference to that certain Asset Purchase Agreement dated as of May __, 2018 (“**Asset Purchase Agreement**”), by and between RGI and Little Orbit. Unless otherwise define in this Agreement, capitalized terms will have the meaning ascribed to such terms in the Asset Purchase Agreement. For good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms.

“**Software**” means the GamersFirst Source Code, together with all related flow charts, code, and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain, and develop modifications, upgrades, updates, adaptations, enhancements, new versions, and other derivative works and improvements of, and to develop computer programs compatible with, the Software.

“**Modifications**” means any revisions, modifications, enhancements, or other derivative works made to or from the Software by Little Orbit.

2. Delivery. Concurrently with the Closing, RGI will deliver to Little Orbit the following (“**Deliverables**”): (a) a source code version of the Software and (b) copies of available materials and information, if any, that may be helpful for Little Orbit to create Modifications of the Software. The Deliverables will be delivered to Little Orbit electronically or physically as mutually agreed to by the parties.

3. License. RGI hereby grants to Little Orbit, a non-exclusive, non-revocable, assignable, fully paid up, perpetual, worldwide license to (a) install, use, develop, modify, maintain, and execute the Software (excluding the right of resale or sublicense of such Software to third parties for profit without RGI’s prior written consent); (b) prepare and use as many copies of the Software and Deliverables as may be necessary or useful including for purposes of: (i) operation with other software or systems; (ii) hardware or system maintenance or repair; (iii) software, hardware or system testing; (iv) disaster recovery; and (v) backup and archiving; (c) perform, and have authorized services providers perform, any other act, including the provision of any service, that is reasonably incidental to the righter herein, and (d) copy and use the Deliverables in any manner useful or necessary to

support Little Orbit’s use of the Software under this Agreement.

4. Updates and Support. RGI shall have no obligation to provide updates or enhancements to the Software or to provide technical support for the Software.

5. Ownership. Between the parties, RGI owns and retains all right, title, and interest, including all intellectual property rights, in and to the Software. Except for those rights expressly granted in this Agreement, no other rights are granted, either express or implied, to Little Orbit. Subject to RGI’s underlying rights to the Software, Little Orbit solely owns and retains all right, title, and interest, including all Intellectual Property Rights, in and to the Modifications.

6. Confidentiality. Little Orbit will maintain the confidentiality of and not disclose to any third party the Software and all non-public information disclosed by RGI to Little Orbit under this Agreement and will use the same degree of care Little Orbit uses for its own confidential information, but in any event no less than a reasonable degree of care.

7. Warranty Disclaimer. RGI MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE SOFTWARE AND LITTLE ORBIT UNDERSTANDS AND AGREES THAT THE SOFTWARE IS LICENSED “AS IS”. RGI DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE WITHOUT ERROR OR INTERRUPTION. RGI EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Miscellaneous. This Agreement shall be controlled, construed and enforced in accordance with the internal laws of the State of California. Any legal action brought to enforce or interpret this Agreement shall be brought exclusively in the courts located in

Orange County, California USA. The waiver by any party of a breach of any provision of this Agreement shall not operate as, nor be construed as, a waiver of any subsequent breach thereof. This is the entire

agreement between the parties relating to Little Orbit's use of the Software. No waiver or modification of this Agreement will be valid unless contained in a writing signed by each party.

“RGI”

“LITTLE ORBIT”

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

[SIGNATURE PAGE TO SOURCE CODE LICENSE AGREEMENT]

EXHIBIT G

SELLER'S DISCLOSURE SCHEDULE

This DISCLOSURE SCHEDULE is delivered by Reloaded Games, Inc. ("Seller") to Little Orbit, LLC ("Buyer") pursuant to the terms of the Asset Purchase Agreement and Agreement to License dated as May 7, 2018 by and among the Seller and Buyer (the "Agreement").

This Disclosure Schedule is arranged in sections corresponding to the numbered and lettered sections and subsections contained in Section 6 of the Agreement, and the disclosures in any section or subsection of this Disclosure Schedule will qualify other sections and subsections in Section 6 of the Agreement to the extent it is apparent from a reading of the disclosure that such disclosure could be applicable to such other sections and subsections. Any terms defined in the Agreement will have the same meaning when used in this Disclosure Schedule as when used in the Agreement, unless the context otherwise requires.

Nothing in this Disclosure Schedule is intended to broaden the scope of any representation or warranty contained in the Agreement or to create any covenant. Inclusion of any item in this Disclosure Schedule (1) does not represent a determination that such item is material or establish a standard of materiality, (2) does not represent a determination that such item did not arise in the ordinary course of business, (3) does not represent a determination that the transactions contemplated by the Agreement require the consent of third parties, and (4) will not constitute, or be deemed to be, an admission to any third party concerning such item.

Section 6(b) – Seller Corporate Authority and Power

1. Structural Capital. Seller and Structural Capital Investments I, LP (“Structural Capital”) entered into a Loan and Security Agreement dated December 31, 2015 (as amended from time to time, is collectively referred to as the “Structural Loan Agreement”). The sale of the Acquired Assets by Seller to Buyer as contemplated by the Agreement is an event of default under Section 8.13 of the Structural Loan Agreement. In connection with the Closing, Structural Capital will provide a Payoff Letter (“Structural Payoff Letter”) consenting to the sale of the Acquired Assets, waiving any event of default in connection with such sale and releasing its liens on the Acquired Assets as it relates to Seller as a debtor for such Acquired Assets.
2. TriplePoint Capital (Lease): TriplePoint Capital LLC (“TriplePoint”) and K2 Networks, Inc. (“K2”) previously entered into the following agreements: (i) Plain English Growth Capital Loan and Security Agreement, dated November 3, 2010, by and between TriplePoint and K2 (the “Loan Agreement”); (ii) Plain English Master Lease Agreement, dated November 3, 2010, by and between TriplePoint and K2 (the “TPC Lease”); (iii) Restructuring Agreement, dated January 5, 2012, by and between TriplePoint and K2 (the “Restructuring Agreement”); (iv) and (v) Plain English Continuing Guaranty and Security Agreement dated as of January 5, 2012, by and among K2, Seller and other Seller affiliates on the one hand, and, on the other hand, TriplePoint (“Continuing Guaranty”, together with the Loan Agreement, the TPC Lease, the Restructuring Agreement, and other related agreements, each as amended from time to time, the “TPC Agreements”).
3. The TPC Agreements were assumed by Seller from K2, pursuant to a statutory short-form, downstream merger transaction consummated by K2 and Seller on March 29, 2013. All principal and interest outstanding under the Loan Agreement was paid by Seller; provided, however, in connection with the TPC Lease, TriplePoint maintains a blanket security interest in all the assets of Seller, including the Acquired Assets, which is subordinated to the security interest of Structural Capital; provided, however, pursuant to that certain Intercreditor Agreement dated December 31, 2015, by and between Structural and TriplePoint the parties agreed that TriplePoint would have a superior and prior security interest in the equipment leased by Seller from TriplePoint under the TPC Lease.

Under Section 20 of the TPC Lease, Seller is prohibited from transferring, selling or otherwise transferring any interest in any portion of the equipment subject to the TPC Lease. The sale of the Acquired Assets by Seller to Buyer as contemplated by the Agreement would be a breach of the covenants set forth in Section 20 of the TPC Lease. In connection with the Closing, TriplePoint will provide a Payoff Letter (“TPC Payoff Letter”) consenting to the sale of the Acquired Assets, waiving any breach in connection with such sale and releasing its liens on the Acquired Assets.

4. HNB Capital Note: Seller entered into a Convertible Promissory Note dated January 27, 2014 (as amended from time to time, the “HNB Note”) and Commercial Security Agreement dated January 27, 2014 (“HNB Security Agreement”), each with HNB Capital LLC (“HNB”). Under the HNB Security Agreement, Seller granted a blanket security interest all of its assets to HNB

and is prohibited from selling or otherwise transferring or disposing of the collateral securing the HNB Security Agreement outside the normal course of business.

Pursuant to that certain Subordination Agreement dated December 31, 2015, by and between Structural Capital and HNB, HNB agreed to subordinate the debts and obligations owed by Seller to HNB to the debts and obligations owed by Seller to Structural Capital.

The sale of the Acquired Assets by Seller to Buyer as contemplated by the Agreement would be a breach of the covenants set forth in the HNB Security Agreement. In connection with the Closing, HNB will provide a Payoff Letter (“HNB Payoff Letter”) consenting to the sale of the Acquired Assets, waiving any breach in connection with such sale and terminating the HNB Security Agreement, including its liens on the Acquired Assets.

5. New Media Technology Ventures Note: Seller entered into a Convertible Promissory Note dated January 27, 2014 (as amended from time to time, the “NMTV Note”) and Commercial Security Agreement dated January 27, 2014 (“NMTV Security Agreement”), each with New Media Technology Ventures, LLC (“NMTV”). Under the NMTV Security Agreement, Seller granted a blanket security interest all of its assets to NMTV and is prohibited from selling or otherwise transferring or disposing of the collateral securing the NMTV Security Agreement outside the normal course of business.

Pursuant to that certain Subordination Agreement dated December 31, 2015, by and between Structural Capital and NMTV, NMTV agreed to subordinate the debts and obligations owed by Seller to NMTV to the debts and obligations owed by Seller to Structural Capital.

The sale of the Acquired Assets by Seller to Buyer as contemplated by the Agreement would be a breach of the covenants set forth in the NMTV Security Agreement. In connection with the Closing, NMTV will provide a Payoff Letter (“NMTV Payoff Letter”) consenting to the sale of the Acquired Assets, waiving any breach in connection with such sale and terminating the NMTV Security Agreement, including its liens on the Acquired Assets.

6. Bjorn Book-Larsson Note: In connection with the Structural Loan Agreement, Bjorn Book-Larsson (“Book-Larsson”) entered into a Commercial Security Agreement dated August 17, 2016 (“Book-Larsson Security Agreement”) where Seller granted Book-Larsson a blanket security interest in all of the assets of Seller in return for a loan by Book-Larsson to Seller (“Book-Larsson Loan”); provided, however, pursuant to that certain Subordination Agreement dated August 17, 2016, by and between Structural Capital and Book-Larsson, Book-Larsson agreed to subordinate the debts and obligations owed by Seller to Book-Larsson to the debts and obligations owed by Seller to Structural Capital.
7. The Irvine Company: Seller was party to a Lease dated July 7, 2006 (as amended, the “Irvine Lease”), by and between The Irvine Company LLC (“TIC”) and K2, for the office space commonly known as 6440 Oak Canyon Road, Suite 200, Irvine, CA 92618. TIC and Seller entered into an Agreement re Use of Stipulation for Judgment dated July 17, 2014, which settled all outstanding claims by TIC against Seller as amended by that certain First Amended Agreement re Use of Stipulation for Judgment dated March 18, 2016 (collectively, the “Irvine Stipulated Judgment”), copies of which have been made available to Buyer. In accordance with

the terms of the Irvine Stipulated Judgment, if a majority of the assets, operations, income stream, or intellectual property Seller is sold, transferred or conveyed (among other things), without the prior written consent of TIC, then TIC will have the right, at its option, to accelerate the remaining balance of any outstanding amount payable under the Irvine Stipulated Judgment. On May 4, 2018, TIC agreed to a \$19,000 lump-sum payment in return for a Mutual Settlement and Release Agreement to be executed by TIC and Seller and to dismiss the Irvine Stipulated Judgment. TIC and Seller are in the process of exchanging signature pages for the Mutual Settlement and Release and payment of the \$19,000 to TIC by Seller is expected to occur shortly.

Section 6(c) – Taxes

None

Section 6(d) – Lawsuits

None

Section 6(e) – Good Title (Encumbrances)

1. Structural Capital. The Encumbrances created by the Structural Loan Agreement will continue for the Acquired Business and the Acquired Assets after Closing.
2. TriplePoint Lease. The TPC Agreements. As it relates to the Acquired Business, this Encumbrance will be released at Closing.
3. HNB Capital Note. The HNB Security Agreement. As it relates to the Acquired Business, this Encumbrance will be released at Closing.
4. NMTV Note. The NMTV Security Agreement. As it relates to the Acquired Business, this Encumbrance will be released at Closing.
5. Book-Larsson Loan. The Book-Larsson Security Agreement. As it relates to the Acquired Business, this Encumbrance will be released at Closing.
6. Koch Exclusive Publishing Agreement. Seller and Reloaded Productions US, on the one hand, and on the other hand, Koch Media GmbH (“Koch”) entered into a Binding Term Sheet dated May 14, 2014, which was amended from time to time (as amended, “Koch Term Sheet”), for the purposes of (a) funding the development of the APB Reloaded MMO Game for Playstation4 and Xbox One console platforms and (b) Koch distributing APB Reloaded MMO Game on an exclusive worldwide basis on such console platforms. The parties entered into an Exclusive Publishing Agreement dated December 18, 2015 (“Koch Publishing Agreement”) to replace and supersede the Koch Term Sheet.

Under the Koch Publishing Agreement, the parties agreed to establish a joint source code escrow for the APB Reloaded MMO Game (“Source Code Escrow”), which may be triggered by Koch under certain circumstances. If the APB Reloaded MMO Game is not released on Playstation 4 or Xbox One within 90 days after January 31, 2016 or if Seller or Reloaded Productions US files for any type of insolvency protection, then Koch may release the APB Reloaded MMO Game software (including game engines and source code) in order to complete the development of the APB Reloaded MMO Game for Playstation4 and Xbox One and to operate and publish the game, subject to revenue share payments described in the Koch Publishing Agreement. Koch also has the alternative to terminate the Koch Publishing Agreement if the APB Reloaded MMO is not released within 90 days after January 31, 2016 on Playstation4 or Xbox One and in such instance, Koch is entitled to 20% of the ongoing revenues from the PC version of the APB Reloaded MMO Game until Koch has recouped its investment in financing the console versions of the APB Reloaded MMO Game and certain direct costs.

Both the Xbox One and Playstation4 versions of the APB Reloaded MMO were released on June 3, 2016 and March 31, 2017 respectively. As both versions have been launched, and Koch has made no demands accessing any source code, Seller has taken position that Koch has no rights to the APB Reloaded MMO Game source code under escrow. Furthermore, the Source Code Escrow was not formally established by Seller, Reloaded Productions and Koch.

Section 6(f) –Exclusive Licenses

1. Koch. The Koch Publishing Agreement.
2. Skymoons. License, Exclusive Period and Transaction Option Agreement dated May 20, 2016 (“Skymoons Agreement”), by and among, Seller, Hawken, Inc., a wholly-owned subsidiary of Seller and Skymoons Interactive Digital Entertainment Hong Kong Co., Limited (“Skymoons”), where among other things, Seller licensed to Skymoons, the exclusive rights to the mobile version of APB: Reloaded on a worldwide basis.

Section 6(f) – Intellectual Property (Encumbrances)

1. Structural Capital. The Encumbrances created by the Structural Loan Agreement will continue for the Acquired Business and Acquired Assets after the Closing.
2. TriplePoint Lease. The TPC Agreements. As it relates to the Acquired Business, this Encumbrance will be released at Closing.
3. HNB Capital Note. The HNB Security Agreement. As it relates to the Acquired Business, this Encumbrance will be released at Closing.
4. NMTV Note. The NMTV Security Agreement. As it relates to the Acquired Business, this Encumbrance will be released at Closing.
5. Book-Larsson Loan. The Book-Larsson Security Agreement. As it relates to the Acquired Business, this Encumbrance will be released at Closing.
6. Koch Publishing Agreement: The Source Code Escrow.

Section 6(f) – Intellectual Property (Patents, Trademarks and Copyrights)

1. United States and Foreign Patents and Patent Applications: None.
2. Copyright Applications or Registrations: None.
3. Trademarks, Trade Names and Service Marks. After August 2016, Seller no longer retained trademark counsel to address domestic and international trademark protection matters related to Seller’s trademark portfolio.
 - a. Marks from Realtime Worlds Ltd: Pursuant to an Agreement for the Sale of Certain Assets of Realtime Worlds Ltd (in Administration) dated November 5, 2010, K2 purchased the assets related to the massively multiplayer online game, “All Points Bulletin”, including the trademarks of “All Points Bulletin” and “APB”, in administrative proceeding governed by Scottish law and concurrently therewith assigned such intellectual property to Reloaded Productions US.

Reloaded Productions US has attempted to record the assignment in its favor for three (3) trademark registrations currently in Realtime World’s name, but may not be able to do so according to local trademark counsel. One of these marks is registered in South Korea. On June 14, 2016, Seller received a notification from local trademark counsel in South Korea that the registered mark would expire on June 20, 2017 and that a renewal must be filed within one (1) year of the expiration date, that is, between June 21, 2016 and June 20, 2017. No action has been taken by Seller or Reloaded Productions US.

Another two of these marks are registered in China and the renewal date for “All Points Bulletin” is January 27, 2018 and the renewal date for “APB” is January 13, 2018. Seller does not intend to take (or has not taken) any action with respect to any of these marks.

Realtime Worlds all registered “All Points Bulletin” and/or “APB” in Japan, the Russian Federation, Norway, and Thailand and such registrations may have lapsed for failure to renew or for failure to make other required filings.

b. United States Trademarks

<u>Mark</u>	<u>Registering Company</u>	<u>Country</u>	<u>Reg./App. No.</u>	<u>Goods/Services</u>	<u>Next Status Date</u>
ALL POINTS BULLETIN	Reloaded Productions US	US	3600315	Class 41 – Entertainment services, namely, providing a computer game that may be accessed network-wide by network users, namely, providing a multiple-user and multiple-player on-line video computer game on a global computer information network provided by means of communications by computer terminals or mobile telephone	Renewal deadline 3/31/2019

ALL POINTS BULLETIN	Reloaded Productions US	US	3600160	Class 9 - Computer programs, namely, game software for use on computers, video game players, and game instruction and hint manuals sold therewith as a unit	Renewal deadline 3/31/2019
APB	Reloaded Productions US	US	3592998	Class 9 – Computer programs, namely, game software for use on computers, video game players, and game instruction and hint manuals sold therewith as a unit	Renewal deadline 3/17/2019
APB	Reloaded Productions US	US	3600314	Class 41 – Entertainment services, namely, providing a computer game that may be accessed network-wide by network users, namely, providing a multiple-user and multiple-player on-line video computer game on a global computer information network provided by means of communications by computer terminals or mobile telephone	Renewal deadline 3/31/19
APB	Reloaded Productions US	US	4760497	Class 9 – Computer game software downloadable from a global computer network; downloadable electronic games via the Internet and wireless devices; Electronic game programs; Game software; Interactive multimedia computer game programs; Interactive multi-player game software; Interactive videogame cartridges or DVDs; Interactive computer game cartridges or DVDs; Pre-recorded electronic and digital media featuring games; Virtual reality game software; Computer programs, namely, game software for use on computers, video game players, and game instruction and hint manuals sold therewith as a unit	Section 8 & 15 deadline 6/23/21
ALL POINTS BULLETIN	Reloaded Productions US	US	4760498	Class 9 – Computer game software downloadable from a global computer network; downloadable electronic games via the Internet and wireless devices; Electronic game programs; Game software; Interactive multimedia computer game programs; Interactive multi-player game software; Interactive videogame cartridges or DVDs; Interactive computer game cartridges or DVDs; Pre-recorded electronic and digital media featuring games; Virtual reality game software; Computer programs, namely, game software for use on computers, video game players, and game instruction and hint manuals sold therewith as a unit	Section 8 & 15 deadline 6/23/21
APB RELOADED	Reloaded Productions US	US	4262023	Class 9 - Computer game software downloadable from a global computer network; downloadable electronic games via the Internet and wireless devices; Electronic game programs; Game software; Interactive multimedia computer game programs; Interactive multi-player game software; Interactive video game cartridges or DVDs; Interactive computer game cartridges or	Section 8 & 15 deadline 12/17/2018

				DVDs; Pre-recorded electronic and digital media featuring games; Virtual reality game software; Computer programs, namely, game software for use on computers, video game players, and game instruction and hint manuals sold therewith as a unit	
APB RELOADED	Reloaded Productions US	US	4262022	Class 41 - Entertainment services, namely, providing competitive multiplayer video gaming via a global computer network	Section 8 & 15 deadline 12/17/2018
APB RETRIBUTION	Reloaded Productions US	US	4804581	Class 9 – Computer game software downloadable from a global computer network; downloadable electronic games accessible via a global computer network, wireless devices, or mobile devices; Electronic game programs; Game software; Interactive multimedia computer game programs; Interactive multi-player game software; Interactive video game cartridges or DVDs; Interactive computer game cartridges or DVDs; Pre-recorded electronic and digital media featuring games; Virtual reality game software; Computer programs, namely, game software for use on computers, video game players, mobile devices and game instruction and hint manuals sold therewith as a unit	Section 8 & 15 deadline 9/1/2021
GAMERSFIRST	Seller (Reloaded Games, Inc.)	US	Registration Number: 87719930	Class 41 – Entertainment services, namely, providing competitive multi-player video gaming via a global computer network	Renewal deadline: 3/20/2017 (Note: grace period to file renewal expired 9/20/2017) Cancelled 10/27/2017 Re-filed 12/13/2017 Published for Opposition 3/20/2018
G GAMERSFIRST and Design	Seller (Reloaded Games, Inc.)	US	3711202	Class 41 – Entertainment services, namely, providing on-line computer games	Renewal deadline 11/17/2019
GAMERSFIRST LIVE!	Seller (Reloaded Games, Inc.)	US	4446497	Class 9 – Downloadable computer software utility program to enable downloading and installing of computer games	Section 8 & 15 deadline 12/10/2019
ARMAS	Seller (Reloaded Games, Inc.)	US	4444697	Class 41 –Entertainment services, namely, providing competitive multiplayer computer video gaming via a global computer network	Section 8 & 15 deadline 12/3/2019
ARMAS	Seller (Reloaded Games, Inc.)	US	4463513	Class 42 – Computer technical support services, namely, application service provider featuring platform API and integration software for	Section 8 & 15 deadline 1/7/2020

				computer games for integrating and enabling monetization behavior dashboard, item pricing analysis, customer ticket management, item management tools and in-game store, global payment aggregation, user behavior analysis, data security and content management and localization	
FALLEN EARTH	Seller (Reloaded Games, Inc.)	US	4743763	Class 41 – Entertainment services, namely, providing a computer game that may be accessed and played over the Internet	Section 8 & 15 deadline 5/26/2021

c. Foreign Trademarks

<u>Mark</u>	<u>Country</u>	<u>Reg./App. No.</u>	<u>Goods/Services</u>	<u>Next Status Date</u>
All Points Bulletin	EU	005011002	<p>Class 25 – Articles of clothing, headgear and footwear; T-shirts, hats, caps, sweatshirts, shirts, sweaters, trousers, shorts and jackets.</p> <p>Class 28 – Toys, games and playthings; action figures; plush toys, stuffed toys, puzzles and board games.</p> <p>Class 41 – Entertainment services; provision of multi-user multi-player online video computer game services via wide area computer networks; provision of entertainment services via personal computers, game consoles, mobile telephones and hand-held communication devices.</p>	Expiration or renewal date: 3/27/2026
All Points Bulletin	EU	004278883	<p>Class 9 – Computer programs; game software for use on computers, televisions, video game players, hand-held video game devices, cellular telephones, personal communications equipment, personal digital assistants and related peripherals, and computer games cartridges and game instruction and hint manuals sold therewith as a unit; pre-recorded videotapes, audio tapes, digital audio and video tapes, CDs and DVDs featuring sound and video in the fields of music, live action programs, motion pictures and animated cartoons; motion picture films featuring comedy, drama, action, adventure and animation; motion picture films for broadcast on television featuring comedy, drama, action, adventure and animation; carrying cases for cellular phones.</p> <p>Class 16 – Printed matter; leaflets and newsletters featuring cartoon characters, comic books, posters, photographs, calendars, postcards, greeting cards, colouring books, paper party decorations, stickers and decals</p>	Expiration or renewal date: 2/10/2025
All Points Bulletin	Australia	1042971	<p>Class 9: Computer programs, namely, game software for use on computers, televisions, video game players, hand-held video game devices, cellular telephones; personal communications equipment, namely, personal digital assistants and related peripherals, and computer game cartridges, and game instruction and hint manuals sold therewith as a unit; prerecorded videotapes, audio tapes, digital audio and video tapes, CDs and DVDs featuring</p>	Expiration or renewal date: 2/23/2025

			sound and video in the fields of music, live action programs, motion pictures and animated cartoons; motion picture films featuring comedy, drama, action, adventure and animation; motion picture films for broadcast on television featuring comedy, drama, action, adventure and animation; carrying cases for cellular phones	
All Points Bulletin	Canada	Reg.TMA812898	Class 9 – (1) Computer programs, namely, game software for use on computers, televisions, video game players, hand-held video game devices, cellular telephones, personal communications equipment, namely, personal digital assistants, and computer game cartridges, and game instruction and hint manuals sold therewith as a unit. (2) Pre-recorded videotapes, audio tapes, digital audio and video tapes, CDs and DVDs featuring sound and video in the fields of music, live action programs, motion pictures and animated cartoons.	Declaration of Use filed November 17, 2011
APB Retribution	EU	012111506	Class 9 – Computer game software downloadable from a global computer network; downloadable electronic games accessible via a global computer network, wireless devices, or mobile devices; Electronic game programs; Game software; Interactive multimedia computer game programs; Interactive multi-player game software; Interactive video game cartridges or DVDs; Interactive computer game cartridges or DVDs; Pre-recorded electronic and digital media featuring games; Virtual reality game software; Computer programs, namely, game software for use on computers, video game players, mobile devices and game instruction and hint manuals sold therewith as a unit. Class 41 – Entertainment services, namely, providing competitive multiplayer video gaming via a global computer network or mobile device application.	Expiration or renewal date: 9/3/2023
APB	Russian Federation	469671	–Class 9 - Computer game software downloadable from a global computer network; downloadable electronic games via the Internet and wireless devices; Electronic game programs; Game software; Interactive multimedia computer game programs; Interactive multi-player game software; Interactive videogame cartridges or DVDs; Interactive computer game cartridges or DVDs; Pre-recorded electronic and digital media featuring games; Virtual reality game software; Computer programs, namely, game software for use on computers, video game players, and game instruction and hint manuals sold therewith as a unit; –Class 41 - Entertainment services namely, providing competitive multiplayer video gaming via a global computer network.	Expiration or renewal date: 8/3/2021
Reloaded Productions	EU	009518101	–lass 41 - Entertainment services; providing competitive multiplayer video gaming via a global computer network	Expiration or renewal date: 11/12/2020

Seller or Reloaded Productions US has registered “All Points Bulletin” and/or “APB” in Taiwan, Turkey, New Zealand, and Switzerland and such registrations may have lapsed for failure to renew or for failure to make other required filings.

4. Domain Names Related to Acquired Assets:

Gamersfirst.com

Section 6(g) – Service Contracts

Equipment Lessors (other than TriplePoint) and Service Providers	Amount Owed at Closing	Comments
Equinix Data Center Contract	\$13,978,00	For April 2018

Section 6(g) – Material Agreements Related to Acquired Assets

1. Koch Publishing Agreement.
2. Skymoos Agreement.
3. All Service Contracts
4. All Maintained Accounts

Section 8(a) – Employee Matters

The following is a list of each individual employed by Seller in connection with the Acquired Business:

Employee Name	Years Employed (approximate)	Annual Compensation (including incentive and bonus compensation)	Approximate Accrued PTO in hours	PTO hours transferred to Buyer at Closing	Benefits*
John Archer	12 years	\$83,600.00	233	80	Standard
Christopher Beers	7 years	\$115,000.00	230	80	Standard
Matt Gee	11 years	\$95,000.00	300	80	Standard
Sjoerd Grevelink	7 years	\$80,824.00	144	80	Standard
Lance McNearney	8 years	\$180,000.00	252	80	Standard
Diane Migliaccio	2 years	\$90,000.00	69	69	Standard
Jordan Murphy	1 year	\$80,000.00	3	3	Standard
Johann Van Der Walt	7 years	\$80,824.00	76	76	Standard

*"Standard" means medical, dental and vision benefits

EXHIBIT H

BILL OF SALE

Reloaded Games, Inc. a California corporation (“Seller”), pursuant to the Asset Purchase Agreement and Agreement to License dated as of May 7, 2018 (the “Agreement”) between Seller and Little Orbit, LLC, a California limited liability company (“Buyer”), and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, convey, assign, transfer and deliver to Buyer and its successors and assigns all of Seller’s right, title and interest in and to the Acquired Assets listed on Schedule I hereto, such Assets to be held by and for the use of Buyer and its successors and assigns now and forever.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed and delivered on its behalf to Buyer on this May 7, 2018.

RELOADED GAMES, INC.

By _____

Name: _____

Title: _____

SCHEDULE 1
To Bill of Sale

All of Seller's right, title and interest in and to the following assets:

1. All of the accounts receivable, notes receivable, officer advances receivable, retention advances, and any other receivable of every kind and nature that are related to or arise from the Acquired Assets and accrue or are paid (provided such payment relates to an accrual arising a day after the Closing Date) after the Closing Date and are owed to Ser.

2. All of the Service Contracts, service contracts, and any other agreements and commitments relating to the Acquired Assets that is an Assumed Liability, including all assignable contracts related to execution and operation of the APB Reloaded MMO Game and the Fallen Earth MMO Game, including all contracts related to revenue or incomes generated or paid (provided such payment relates to an accrual arising a day after the Closing Date) starting the day after the Closing Date from the APB Reloaded MMO Game, and all royalty and revenue contracts for royalties and revenues generated starting April 1, 2018 with Koch Media GmbH for Playstation4 and Xbox One versions of the APB Reloaded MMO Game. For all operations contracts related to the APB Reloaded MMO Game and the Fallen Earth MMO Game that are explicitly not assignable (e.g. Steam, Epic Games that require new agreements as part of their policies), new contracts will be entered into by Buyer, at Buyer's discretion, and it will be solely Buyer's responsibility to enter into such agreements on its own; provided, however, with respect to Epic Games, Buyer will enter into a new agreement with Epic Games pursuant to which any and all outstanding obligations of Reloaded Productions US to Epic Games existing as of the Closing under that certain License Agreement dated November 2, 2010 and that certain Support Agreement dated November 2, 2010, in each case, by and between Reloaded Productions US and Epic Games, will be extinguished and forgiven, any breaches thereunder will be waived by Epic Games and Seller will be a third party beneficiary to such new agreement with Epic Games with regard such matters.

1. The following former, previous and currently existing trademarks both registered and unregistered, or applications therefor, with respect to the APB Reloaded MMO Game, Fallen Earth MMO Game, Acquired Assets and all associated goodwill:

US Trademarks

<u>Mark</u>	<u>Registering Company</u>	<u>Country</u>	<u>Reg./App. No.</u>	<u>Goods/Services</u>	<u>Next Status Date</u>
ALL POINTS BULLETIN	Reloaded Productions US	US	3600315	Class 41 - Entertainment services, namely, providing a computer game that may be accessed network-wide by network users, namely, providing a multiple-user and multiple-player on-line video computer game on a global computer information network provided by means of communications by computer terminals or mobile telephone	Renewal deadline 3/31/2019
ALL POINTS BULLETIN	Reloaded Productions US	US	3600160	Class 9 - Computer programs, namely, game software for use on computers, video game	Renewal deadline 3/31/2019

				players, and game instruction and hint manuals sold therewith as a unit	
APB	Reloaded Productions US	US	3592998	Class 9 - Computer programs, namely, game software for use on computers, video game players, and game instruction and hint manuals sold therewith as a unit	Renewal deadline 3/17/2019
APB	Reloaded Productions US	US	3600314	Class 41 - Entertainment services, namely, providing a computer game that may be accessed network-wide by network users, namely, providing a multiple-user and multiple-player on-line video computer game on a global computer information network provided by means of communications by computer terminals or mobile telephone	Renewal deadline 3/31/19
APB	Reloaded Productions US	US	4760497	Class 9 - Computer game software downloadable from a global computer network; downloadable electronic games via the Internet and wireless devices; Electronic game programs; Game software; Interactive multimedia computer game programs; Interactive multi-player game software; Interactive videogame cartridges or DVDs; Interactive computer game cartridges or DVDs; Pre-recorded electronic and digital media featuring games; Virtual reality game software; Computer programs, namely, game software for use on computers, video game players, and game instruction and hint manuals sold therewith as a unit	Section 8 & 15 deadline 6/23/21
ALL POINTS BULLETIN	Reloaded Productions US	US	4760498	Class 9 - Computer game software downloadable from a global computer network; downloadable electronic games via the Internet and wireless devices; Electronic game programs; Game software; Interactive multimedia computer game programs; Interactive multi-player game software; Interactive videogame cartridges or DVDs; Interactive computer game cartridges or DVDs; Pre-recorded electronic and digital media featuring games; Virtual reality game software; Computer programs, namely, game software for use on computers, video game players, and game instruction and hint manuals sold therewith as a unit	Section 8 & 15 deadline 6/23/21
APB RELOADED	Reloaded Productions US	US	4262023	Class 9 - Computer game software downloadable from a global computer network; downloadable electronic games via the Internet and wireless devices; Electronic game programs; Game software; Interactive multimedia computer game programs; Interactive multi-player game software;	Section 8 & 15 deadline 12/17/2018

				Interactive video game cartridges or DVDs; Interactive computer game cartridges or DVDs; Pre-recorded electronic and digital media featuring games; Virtual reality game software; Computer programs, namely, game software for use on computers, video game players, and game instruction and hint manuals sold therewith as a unit	
APB RELOADED	Reloaded Productions US	US	4262022	Class 41 - Entertainment services, namely, providing competitive multiplayer video gaming via a global computer network	Section 8 & 15 deadline 12/17/2018
APB RETRIBUTION	Reloaded Productions US	US	4804581	Class 9 - Computer game software downloadable from a global computer network; downloadable electronic games accessible via a global computer network, wireless devices, or mobile devices; Electronic game programs; Game software; Interactive multimedia computer game programs; Interactive multi-player game software; Interactive video game cartridges or DVDs; Interactive computer game cartridges or DVDs; Pre-recorded electronic and digital media featuring games; Virtual reality game software; Computer programs, namely, game software for use on computers, video game players, mobile devices and game instruction and hint manuals sold therewith as a unit	Section 8 & 15 deadline 9/1/2021
GAMERSFIRST	Seller (Reloaded Games, Inc.)	US	Registration Number: 87719930	Class 41 - Entertainment services, namely, providing competitive multi-player video gaming via a global computer network	Renewal deadline: 3/20/2017 (Note: grace period to file renewal expired 9/20/2017) Cancelled 10/27/2017 Re-filed 12/13/2017 Published for Opposition 3/20/2018
G GAMERSFIRST and Design	Seller (Reloaded Games, Inc.)	US	3711202	Class 41 - Entertainment services, namely, providing on-line computer games	Renewal deadline 11/17/2019
GAMERSFIRST LIVE!	Seller (Reloaded Games, Inc.)	US	4446497	Class 9 - Downloadable computer software utility program to enable downloading and installing of computer games	Section 8 & 15 deadline 12/10/2019
ARMAS	Seller (Reloaded Games, Inc.)	US	4444697	Class 41 -Entertainment services, namely, providing competitive multiplayer computer video gaming via a global computer network	Section 8 & 15 deadline 12/3/2019

ARMAS	Seller (Reloaded Games, Inc.)	US	4463513	Class 42 - Computer technical support services, namely, application service provider featuring platform API and integration software for computer games for integrating and enabling monetization behavior dashboard, item pricing analysis, customer ticket management, item management tools and in-game store, global payment aggregation, user behavior analysis, data security and content management and localization	Section 8 & 15 deadline 1/7/2020
FALLEN EARTH	Seller (Reloaded Games, Inc.)	US	4743763	Class 41 - Entertainment services, namely, providing a computer game that may be accessed and played over the Internet	Section 8 & 15 deadline 5/26/2021

4. All of the Seller’s copyrights both registered and unregistered, or applications therefore, in and to the APB Reloaded MMO Game and the Fallen Earth MMO Game and all goodwill associated therewith.

5. All of Seller’s databases, player accounts, account links with Xbox and PS4, relating to any of Seller’s publications, products and services (including published and unpublished), that are a part of the APB Reloaded MMO Game and the Fallen Earth MMO Game.

6. All of Seller’s computer source code, computer object code and software work in process and under development, inventions, back end systems and online game systems and all trade secrets used in the execution and operation of the APB Reloaded MMO Game and the Fallen Earth MMO Game.

7. Seller’s provisional patent applications, pending patent applications and granted patents and patent rights worldwide listed below: Not Applicable

8. The following License Agreements that the Seller entered into prior to the Closing Date: Not Applicable

9. All artwork, photographs, illustrations and diagrams relating to APB Reloaded MMO Game and the Fallen Earth MMO Game.

10. All of Seller’s databases, software and systems of the products known as the APB Reloaded MMO Game and the Fallen Earth MMO Game. Software related to APB Reloaded MMO Game and the Fallen Earth MMO Game shall include all computer source code and object code versions of the software and all product and technical documentation relating to such software developed by or for the Seller for APB Reloaded MMO Game and the Fallen Earth MMO Game.

11. All of Seller’s promotional and advertising materials relating to APB Reloaded MMO Game and the Fallen Earth MMO Game.

12. All correspondence, records and files relating to the APB Reloaded MMO Game and the Fallen Earth MMO Game that exists to Seller’s actual knowledge, or that Seller later

becomes aware of, including all editorial, sales, promotion, market research, customer files, customer lists, contracts, and other files relating to the APB Reloaded MMO Game and the Fallen Earth MMO Game.

13. Subject to the limitations of applicable licenses, all of Seller's customer and subscriber lists and files used by Seller in connection with the APB Reloaded MMO Game and the Fallen Earth MMO Game.

14. All of Seller's domain names and computer source code for World Wide Web internet sites of: GamersFirst.com.

15. All of Seller's hardware, computers, machinery, technology, office equipment, office furniture and other personal property that are currently used in operating the APB Reloaded MMO Game and the Fallen Earth MMO Game, and located at the Equinix Los Angeles data center (other than those items of equipment and personal property leased pursuant to an agreement not assumed by Buyer as an Assumed Liability), including all hardware assets owned by Seller used in or located at its Huntington Beach, El Segundo and Frankfurt data centers, but in all cases, excluding any hardware, computers, machinery, technology, office equipment, office furniture and other personal property used by Seller for its Reloaded Tech downloading business or otherwise related to the Excluded Assets.

16. Subject to the limitations of applicable licenses, all of Seller's platform operation components such as credit card processing systems and customer service systems used in operating the APB Reloaded MMO Game and the Fallen Earth MMO Game.

17. All of Seller's shares and ownership interest in Reloaded Productions US.

18. All rights of the Seller to enforce the "secrecy" and "proprietary information" agreements between Seller and its current and former employees (except that Buyer is not assuming any payment or financial obligations thereunder unless such obligations arise after the Closing).

19. In connection with Reloaded Productions UK, an HM Revenue and Customs research and development tax credit in the approximate amount of \$40,000, for which Buyer is solely responsible for applying prior to December 31, 2018 in order to receive such credit.

EXHIBIT I

FORM OF STOCK ASSIGNMENT SEPARATE
FROM CERTIFICATE

**STOCK ASSIGNMENT SEPARATE FROM
CERTIFICATE**

(Reloaded Productions Inc.)

(by Reloaded Games, Inc. to Little Orbit, LLC)

The undersigned does hereby assign and transfer to Little Orbit, LLC, a California limited liability company, all of the undersigned's shares of the Common Stock of RELOADED PRODUCTIONS INC., a California corporation (the "Corporation"), standing in the name of the undersigned on the books of said Corporation, and does hereby irrevocably constitute and appoint the Secretary of the Corporation to transfer the said stock on the books of the Corporation with full power of substitution.

Executed at _____ as of _____ 2018.

RELOADED GAMES, INC.

By: _____

Printed Name: _____

Title: _____

EXHIBIT J

MAINTAINED ACCOUNTS

Provider		Funds Targeting	Proposed Switching Method	Result of Switch	Average Funds Clearing Times
PayPal	(includes PayPal, Bank transfer, Visa, MC, Amex)	Entity receiving funds defined in the GamersFirst source code	Midnight after Closing (May 8 at 00:01am) GamersFirst code just needs to target Buyer's new PayPal Account ID.	All new payments will be directed to Buyer PayPal Account	48 hours
PaymentWall	(Visa, MC, Amex, JCB, Bank transfer, Sofort, +15 other methods)	Entity receiving funds defined in the GamersFirst source code	Midnight after Closing (May 8 at 00:01am) GamersFirst code targets Buyer's new PaymentWall Account ID.	All new payments will be directed to Buyer Paymentwall Account	7 days
Stripe	(Visa, MC, Amex)	Entity receiving funds defined in the GamersFirst source code	Midnight after Closing (May 8 at 00:01am) GamersFirst code targets Buyer's new Stripe Account ID.	All new payments directed to Buyer Stripe Account.	24 hours
PaySafeCard	(Global card used for safe transactions, most common in the EU)	Entity receiving funds defined in the GamersFirst source code	Midnight after Closing (May 8 at 00:01am) GamersFirst code targets new Little Orbit PaySafeCard Account ID.	All new payments directed to Seller PaySafeCard Account.	15 days (on 15th and on 30th of each month)
Steam	(Steam Wallet, which includes Visa, Amex, MC etc.)	Steam target account defined in the GamersFirst source code	Midnight after Closing (May 8 at 00:01am) GamersFirst code targets Buyer's existing Steam Account ID.	All new payments directed to Buyer's Steam Account	25 days AFTER end of MONTH
KarmaKoin (Nexon)		KarmaKoin account defined in the GamersFirst source code.	Small payment method (Buyer will disable on May 8 at 00:01 a.m. GamersFirst code targets Buyer's new KarmKoin account)	Buyer will disable or all payments directed to Buyer's KarmaKoin account	monthly
Koch Media		Contractual. No money sent to Reloaded directly, only via Koch.	Seller will be paid funds spent by players in PS4 and Xbox until March 31 (per each monthly reporting statement). Buyer will be paid the funds spent by players starting April 1.	contract	monthly

EXHIBIT K

WIRE SCHEDULE (FLOW OF FUNDS)

Part I. Calculation of the payment to be made Seller at the Closing:

Sources

US\$388,435.35 Cash Purchase Price from Buyer at Closing via Certified Check

Uses

Minus \$52,418.40 Equinix
Minus \$14,490.01 Data Sales/CSC
Minus \$50,543.19 Foundation Law Group LLP (past due invoices)
Minus \$15,000.00 Foundation Law Group LLP (in connection with the sale of the Acquired Assets)
Minus \$255,983.75 Balance retained by Seller

Total: **US\$388,435.35**

Part II. Transmission of funds at the Closing.

The amounts set forth above, which are to be delivered at the Closing in immediately available funds via certified check to Seller. Seller will disburse such funds at Closing or immediately after the Closing as set forth to the third parties above in accordance with any wire instructions below.

1. Payments to Foundation Law Group LLP. Seller shall pay or cause to be paid the following sums: (a) \$15,000.00 and (b) \$50,543.19 in accordance with the following wire instructions:

Bank Name: Chase Bank
Bank Address: 749 Foothill Blvd., La Canada Flintridge, CA 91011
Account Name- Foundation Law Group LLP
Account Number- 525388950
Routing Number- 322271627
SWIFT Code- CHASUS33