

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM527094

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Penguin Random House LLC		03/12/2019	Limited Liability Company DELAWARE
RECEIVING PARTY DATA			
Name:	Asteri Networks, LLC		
Street Address:	333 Market Street		
City:	Shreveport		
State/Country:	LOUISIANA		
Postal Code:	71101		
Entity Type:	Limited Liability Company: LOUISIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	74635666	P PRIMA	
Serial Number:	75655499	P PRIMA GAMES	
Serial Number:	75738624	PRIMA GAMES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	318 2165708		
Email:	mjd@asteri.io		
Correspondent Name:	Asteri Networks		
Address Line 1:	333 Market Street		
Address Line 4:	Shreveport, LOUISIANA 71101		
NAME OF SUBMITTER:	Mark J. Davis		
SIGNATURE:	/Mark J. Davis/		
DATE SIGNED:	06/10/2019		
Total Attachments: 29			
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TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the "Agreement") is made as of the 12th day of March, 2019, between Asteri Networks, a Louisiana limited liability company, located and doing business at 333 Market Street, Shreveport, LA 71101 ("Asteri") and Penguin Random House LLC, a Delaware limited liability company, located and doing business at 1745 Broadway, New York, New York 10019 ("Penguin Random House").

RECITALS

- A. WHEREAS, Asteri has acquired the Prima Games trademarks and registrations as set forth in Exhibit A attached herein pursuant to the asset purchase agreement between Asteri and Penguin Random House dated February 13, 2019 (collectively, the "Licensed Marks"); and
- B. WHEREAS, Asteri has agreed to license the right to use the Licensed Marks to Penguin Random House in connection with use on books as more fully set forth below.

NOW, THEREFORE, Asteri and Penguin Random House agree as follows:

1. Asteri hereby grants to Penguin Random House and its affiliates, including but not limited to Dorling Kindersley Limited, a worldwide, perpetual, royalty-free right and license to use the Licensed Marks on and in connection with all editions, revisions and derivations of books published by Penguin Random House and its affiliates, including but not limited to Dorling Kindersley Limited, in any and all media and by any means, method or device now known or hereafter devised, including but not limited to printed books, electronic books and audio books, and in the advertising and promotion thereof.

Such license shall be exclusive to use of the Licensed Marks on printed books and audio books but expressly non-exclusive with regard to eGuides/electronic books. For the avoidance of doubt, Asteri shall not be limited in any way to use the Licensed Marks on and in connection with eGuides it may decide to publish.

2. Should Asteri allow the United States or European Union registrations of any of the Licensed Marks to lapse, Asteri hereby agrees to notify Penguin Random House in writing of each such lapse. For the avoidance of doubt, Asteri shall not have any obligation to maintain any registrations and/or register any of the Licensed Marks in any class or territory.
3. Each party hereby represents and warrants that it has the full authority to enter into this Agreement.
4. Each party shall indemnify, defend and hold harmless the other party, its parent, subsidiaries and affiliates and the indemnified party's respective officers, directors, shareholders, members, managers, employees, agents and assigns from any and all claims by third parties including, but not limited to, liabilities, judgments, damages, losses, costs and expenses (including reasonable attorneys' fees and settlement amounts) arising from or relating to a breach by the indemnifying party of any such party's representation or warranty set forth in this Agreement.
5. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. Asteri or Penguin Random House may assign this Agreement, in whole or in part, to any parent,

subsidiary, or affiliated company, or to an assignee expressly assuming all of the obligations of the assigning party who or which acquires all or a substantial portion of the business of such assigning party. Any other assignment, whether voluntary or by operation of law, shall be null and void without the written approval of both parties.

6. This Agreement shall be governed by the laws of the State of New York, applicable to contracts made and to be entirely performed therein. The courts of record (local, state, or federal) of the State of New York shall have jurisdiction over any suit, action, claim, or proceeding arising out of or in any way relating to this Agreement or its breach and the parties hereby consent to service of process upon them either personally or by certified or registered mail, postage prepaid, return receipt requested. Service of process made by certified or registered mail as herein provided shall be deemed completed three (3) days after the mailing thereof.

IN WITNESS HEREOF, Asteri and Penguin Random House have caused this Trademark License Agreement to be duly executed as of the date written above.

ASTERI NETWORKS, LLC

By: 

Name: Stephen W. Gray

Title: CEO

PENGUIN RANDOM HOUSE LLC

By: 

Name: JAMES F. JOHNSTON III

Title: CFO

EXHIBIT A – "Licensed Marks"

1. PRIMA & P Design



COUNTRY REFERENCE# FILED APPL# REGDT REG# STATUS CLASSES

UNITED STATES T00525US00 2/17/1994 74/635,666 4/9/1996 1,966,556 REGISTERED 16

2. PRIMA GAMES

COUNTRY REFERENCE# FILED APPL# REGDT REG# STATUS CLASSES

AUSTRALIA T00528AU00 5/30/2000 837,178 5/30/2000 837,178 REGISTERED 16
UNITED STATES T00528US00 6/23/1999 75/738,624 5/8/2001 2,448,721 REGISTERED 16

3. PRIMA GAMES & P Design



COUNTRY REFERENCE# FILED APPL# REGDT REG# STATUS CLASSES

AUSTRALIA T00529AU00 5/30/2000 837,179 2/26/2002 837,179 REGISTERED 16
CANADA T00529CA00 6/21/2000 1,064,472 11/26/2002 TMA571,285 REGISTERED 16
EUROPEAN UNION (EU T00529EU00 9/8/1999 1,307,875 11/13/2000 1,307,875 REGISTERED 16,41
SINGAPORE T00529SG00 7/21/2000 T0012801Z 7/21/2000 T0012801Z REGISTERED 16
UNITED STATES T00529US00 3/8/1999 75/855,499 4/11/2000 2,340,742 REGISTERED 16

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

dated as of

February 13, 2019

between

ASTERI NETWORKS LLC,

and

PENGUIN RANDOM HOUSE LLC

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1 DEFINITIONS	
Section 1.01. <i>Definitions</i>	1
Section 1.02. <i>Other Definitional and Interpretative Provisions</i>	3
ARTICLE 2 PURCHASE AND SALE	
Section 2.01. <i>Purchase and Sale</i>	3
Section 2.02. <i>Excluded Assets</i>	4
Section 2.03. <i>Assumed Liabilities</i>	5
Section 2.04. <i>Excluded Liabilities</i>	5
Section 2.06. <i>Purchase Price</i>	5
Section 2.07. <i>Closing</i>	5
ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLER	
Section 3.01. <i>Existence and Power</i>	6
Section 3.02. <i>Authorization</i>	6
Section 3.03. <i>Purchased Contracts</i>	7
Section 3.04. <i>Litigation</i>	7
Section 3.05. <i>Compliance with Laws and Court Orders</i>	7
Section 3.06. <i>Properties</i>	7
ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER	
Section 4.01. <i>Corporate Existence and Power</i>	7
Section 4.02. <i>Authorization</i>	7
Section 4.03. <i>Inspections; No Other Representations</i>	7
ARTICLE 5 TAX MATTERS	
Section 5.01. <i>Tax Matters</i>	8
Section 5.02. <i>Tax Cooperation; Allocation of Taxes</i>	8
ARTICLE 6 SURVIVAL; INDEMNIFICATION	
Section 6.01. <i>Survival</i>	9

	<u>PAGE</u>
Section 6.02. <i>Indemnification</i>	9
Section 6.03. <i>Exclusivity</i>	10

ARTICLE 7
MISCELLANEOUS

Section 7.01. <i>Notices</i>	10
Section 7.02. <i>Amendments and Waivers</i>	10
Section 7.03. <i>Expenses</i>	11
Section 7.04. <i>Successors and Assigns</i>	11
Section 7.05. <i>Governing Law</i>	11
Section 7.06. <i>WAIVER OF JURY TRIAL</i>	11
Section 7.07. <i>Counterparts</i>	11
Section 7.08. <i>Entire Agreement</i>	11
Section 7.09. <i>Severability</i>	12
Section 7.10. <i>Specific Performance</i>	12

EXHIBIT A	Assignment and Assumption Agreement
EXHIBIT B	Trademark License Agreement
EXHIBIT C	Website Hosting Agreement

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "**Agreement**") dated as of February 13, 2019 between Asteri Networks, a Louisiana limited liability company, located and doing business at 333 Market Street, Shreveport, LA 71101 ("**Buyer**"), and Penguin Random House LLC, a Delaware limited liability company ("**Seller**"),

WITNESSETH:

WHEREAS, Seller conducts a business which produces, publishes and monetizes gaming content on the internet at www.primagames.com and other related internet properties under the "Prima Games" brand name (the "**Business**");

WHEREAS, Buyer desires to purchase certain of the assets and assume certain of the liabilities of the Business from Seller, and Seller desires to sell certain of the assets and transfer certain of the liabilities of the Business to Buyer, upon the terms and subject to the conditions hereinafter set forth;

The parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.01. *Definitions.* (a) As used herein, the following terms have the following meanings:

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person. For purposes of this definition, "**control**" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "**controlling**" and "**controlled**" have correlative meanings.

"**Applicable Law**" means, with respect to any Person, any federal, state or local law, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person.

"**Assignment and Assumption Agreement**" means the Assignment and Assumption Agreement dated as of the Closing Date among Buyer and Seller in the form of Exhibit A.

"**Business Copyrights**" means all unregistered copyrights owned by Seller or any of its Affiliates and used or held for use exclusively in the Business.

"Governmental Authority" means any federal, state or local governmental, regulatory or administrative authority, department, court or agency.

"Intellectual Property Right" means any trademark, service mark, trade name, mask work, invention, patent, trade secret, copyright, know-how (including any registrations or applications for registration of any of the foregoing) or any other similar type of proprietary intellectual property right.

"Lien" means, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest or encumbrance in respect of such property or asset.


"Permitted Liens" means (i) Liens incurred in the ordinary course of business, (ii) Liens for Taxes, assessments and similar charges that are not yet due or are being contested in good faith, (iii) Liens arising or incurred in the ordinary course of business for amounts that are not yet delinquent or are being contested in good faith, (iv) restrictive covenants, conditions and similar encumbrances or impediments which do not materially interfere with the operation of the property to which they apply, (v) minor irregularities and defects of title which do not materially interfere with the Business and (vi) Liens the incurrence or existence of which would not reasonably be expected to be material to the Business.

"Person" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a Governmental Authority.

"Pre-Closing Tax Period" means (i) any Tax Period ending on or before the Closing Date and (ii) with respect to a Tax Period that commences before but ends after the Closing Date, the portion of such period up to and including the Closing Date.

"Seller Name" means any and all Penguin Random House marks, any and all DK marks, any other marks owned by Seller and its Affiliates, or any variations or deviations thereof or any names, trademarks, service marks or logos that are confusingly similar thereto, other than any such marks set forth on Schedule 2.01(b).

"Tax" means (i) any tax, governmental fee or other like assessment or charge of any kind whatsoever (including withholding on amounts paid to or by any Person), together with any interest, penalty, addition to tax or additional amount imposed by any Governmental Authority (a **"Taxing Authority"**) responsible for the imposition of any such tax (domestic or foreign).

 **"Trademark License Agreement"** means the Trademark License Agreement dated as of the Closing Date among Buyer and Seller substantially in the form attached hereto as Exhibit C, as such agreement may be amended from time to time in accordance with its terms.

“**Website Hosting Agreement**” means the Website Hosting Agreement dated as of the Closing Date among Buyer and Seller substantially in the form attached hereto as Exhibit C, as such agreement may be amended from time to time in accordance with its terms.

(b) Each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
Agreement	Preamble
Assumed Liabilities	2.03
Business	Recitals
Buyer	Preamble
Closing	2.06
Closing Date	2.06
Damages	6.02(a)
e-mail	7.01
Excluded Assets	2.02
Excluded Liabilities	2.04
Purchase Price	2.05(a)
Purchased Contracts	2.01(a)
Purchased Assets	2.01
Seller	Preamble
Transfer Taxes	5.02(b)
Warranty Breach	6.02(a)

Section 1.02. *Other Definitional and Interpretative Provisions.* The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement.

ARTICLE 2 PURCHASE AND SALE

Section 2.01. *Purchase and Sale.* Except as otherwise provided below, upon the terms and subject to the conditions of this Agreement, Buyer agrees to purchase from Seller and Seller agrees to sell, convey, transfer, assign and deliver, or cause to be sold, conveyed, transferred, assigned and delivered, to Buyer at the Closing, free and clear of all Liens, other than Permitted Liens, all of Seller's right, title and interest in, to and under the following assets used in the conduct of the Business by Seller (the “**Purchased Assets**”):

(a) all contracts, agreements, licenses and other instruments listed on Schedule 2.01(a) (collectively, the “**Purchased Contracts**”);

➔ (b) the trademarks listed on Schedule 2.01(b);

- (c) the domain names listed on Schedule 2.01(c);
- (d) the social media accounts listed on Schedule 2.01(d);
- (e) the software, hardware and information technology assets listed on Schedule 2.01(c);
- (f) the Business Copyrights;
- (g) all books, records, files and papers to the extent relating to the Purchased Assets, whether in hard copy or computer format, including any information to the extent relating to any Tax imposed on the Purchased Assets; and
- (h) all goodwill associated with the Business or the Purchased Assets, together with the right to represent to third parties that Buyer is the successor to the Business.

Section 2.02. *Excluded Assets.* Buyer expressly understands and agrees that all other assets and properties of Seller and its Affiliates including the following assets and properties (the "**Excluded Assets**") shall be excluded from the Purchased Assets:

- (a) all cash and cash equivalents on hand and in banks;
- (b) all accounts, notes and other amounts receivable relating to sales of e-books or printed books;
- (c) all prepaid expenses, including *ad valorem* Taxes, leases and rentals;
- (d) insurance policies relating to the Business and all claims, credits, causes of action or rights thereunder;
- (e) all Intellectual Property Rights (including all Seller Names), other than those expressly included in the Purchased Assets;
- (f) all software, hardware and other information technology assets except for those listed on Schedule 2.01(e);
- (g) all books, records, files and papers of Seller (other than those included in Purchased Assets pursuant to Section 2.01(g)), whether in hard copy or computer format, and all minute books and corporate records of Seller and its Affiliates;
- (h) the real property and leases of, and other interests in, real property of Seller;
- (i) the property and assets described on Schedule 2.02(i);

(j) all rights of Seller arising under this Agreement or the transactions contemplated hereby; and

(k) any asset or property related to an Excluded Liability.

Section 2.03. *Assumed Liabilities.* Upon the terms and subject to the conditions of this Agreement, Buyer agrees to assume all liabilities arising out of the conduct or operation of the Business or ownership of the Purchased Assets after the Closing including the following (collectively, the "**Assumed Liabilities**"):

(a) any liability or obligation of Buyer, or any member of any consolidated, affiliated, combined or unitary group of which Buyer is or has been a member, for Taxes (except to the extent explicitly excluded in Section 2.04);

(b) all obligations of Seller under the Purchased Contracts relating to payment, performance or conduct after the Closing;

(c) any liability or obligation relating to a Purchased Asset.

Section 2.04. *Excluded Liabilities.* Notwithstanding any provision in this Agreement or any other writing to the contrary, Buyer is assuming only the Assumed Liabilities and is not assuming any other liability or obligation of Seller or its Affiliates. All such other liabilities and obligations shall be retained by and remain obligations and liabilities of Seller and its Affiliates (all such liabilities and obligations not being assumed being herein referred to as the "**Excluded Liabilities**"). Notwithstanding any provision in this Agreement or any other writing to the contrary, Excluded Liabilities include:

(a) any liability or obligation of Seller, or any member of any consolidated, affiliated, combined or unitary group of which Seller is or has been a member, for Taxes (except to the extent explicitly assumed in Section 2.03); *provided* that Transfer Taxes incurred in connection with the transactions contemplated by this Agreement shall be paid in the manner set forth in Section 5.02 hereof;

(b) any liability or obligation relating to compensation or benefit arrangements with respect to any employee or former employee of the Business; and

(c) any liability or obligation relating to an Excluded Asset.

Section 2.05. *Purchase Price.* The purchase price for the Purchased Assets (the "**Purchase Price**") is The Purchase Price shall be paid as provided in Section 2.06.

Section 2.06. *Closing.* The closing (the "**Closing**") of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities

hereunder shall take place on March 12, 2019 (the "Closing Date") at such time as Buyer and Seller may agree. At the Closing:

(a) Buyer shall deliver to Seller in immediately available funds by wire transfer to an account of Seller designated by Seller, by notice to Buyer.

(i) On or before March 1, 2020, Buyer shall deliver to Seller in immediately available funds by wire transfer to an account designated by Seller.

(ii) On or before December 1, 2020, Buyer shall deliver to in immediately available funds by wire transfer to an account designated by Seller.

(b) Seller and Buyer shall enter into an Assignment and Assumption Agreement substantially in the form attached hereto as Exhibit A, and, subject to the provisions hereof, Seller shall deliver to Buyer such sufficient instruments of conveyance and assignment as the parties shall deem reasonably necessary to vest in Buyer all right, title and interest in, to and under the Purchased Assets.

→ (c) Seller and Buyer shall enter into a Trademark License Agreement substantially in the form attached hereto as Exhibit B.

(d) Seller and Buyer shall enter into a Website Hosting Agreement substantially in the form attached hereto as Exhibit C.

Seller shall transfer the Purchased Assets as soon as practicable after the Closing.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as of the date hereof that:

Section 3.01. *Existence and Power.* Seller is duly organized, validly existing and in good standing under the laws of Delaware and has all organizational powers and all governmental licenses, authorizations, permits, consents and approvals required to carry on the Business as now conducted, except for those licenses, authorizations, permits, consents and approvals the absence of which would not be material to its business.

Section 3.02. *Authorization.* The execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby are within Seller's limited liability company powers and have been duly authorized by all necessary limited liability company actions on the part of Seller. This Agreement constitutes a valid and binding agreement of Seller. No action by or in respect of, or filing with, any Governmental Authority other than any such action or filing as to which the failure to make or obtain would not, individually

or in the aggregate, materially prevent or delay the consummation of the transactions contemplated by this Agreement.

Section 3.03. *Purchased Contracts.* Each Purchased Contract is a valid and binding agreement of Seller and is in full force and effect, and Seller is not in default or breach in any respect under the terms of any such contract, except for any such defaults or breaches which would not be material to the Business.

Section 3.04. *Litigation.* There is no action, suit, investigation or proceeding pending against the Business before any arbitrator or any Governmental Authority which is reasonably likely to be material to the Business or which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement.

Section 3.05. *Compliance with Laws and Court Orders.* Seller is not in violation of any Applicable Law relating to the Business, except for violations that have not been and would not, individually or in the aggregate, reasonably be expected to be, material to the Business.

Section 3.06. *Properties.* Seller holds the right, title and interest in and to all Purchased Assets, except where the failure to have such good title would not, individually or in the aggregate, be material to the Business. No Purchased Asset is subject to any Lien, except for Permitted Liens.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as of the date hereof and as of the Closing Date that:

Section 4.01. *Corporate Existence and Power.* Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of [jurisdiction] and has all corporate powers and all material governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted.

Section 4.02. *Authorization.* The execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby are within the corporate powers of Buyer and have been duly authorized by all necessary corporate action on the part of Buyer. This Agreement constitutes a valid and binding agreement of Buyer. No action by or in respect of, or filing with, any Governmental Authority other than any such action or filing as to which the failure to make or obtain would not, individually or in the aggregate, materially prevent or delay the consummation of the transactions contemplated by this Agreement.

Section 4.03. *Inspections; No Other Representations.* Buyer is an informed and sophisticated purchaser, and has engaged expert advisors,

experienced in the evaluation and purchase of property and assets such as the Purchased Assets as contemplated hereunder. Buyer has undertaken such investigation and has been provided with and has evaluated such documents and information as it has deemed necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement. Buyer acknowledges that Seller has given Buyer complete and open access to the key documents of the Business. Buyer acknowledges and agrees that the Purchased Assets are sold "as is" and Buyer agrees to accept the Purchased Assets and the Business in the condition they are in on the Closing Date based on its own inspection, examination and determination with respect to all matters, and without reliance upon any express or implied representations or warranties of any nature made by or on behalf of or imputed to Seller, except as expressly set forth in this Agreement. Without limiting the generality of the foregoing, Buyer acknowledges that Seller makes no representation or warranty with respect to (i) any projections, estimates or budgets delivered to or made available to Buyer of future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of the Business or the future business and operations of the Business or (ii) any other information or documents made available to Buyer or its counsel, accountants or advisors with respect to the Business, except as expressly set forth in this Agreement.

ARTICLE 5 TAX MATTERS

Section 5.01. *Tax Matters.* Seller hereby represents and warrants as of the date hereof to Buyer that:

(a) Seller has timely paid all Taxes which will have been required to be paid on or prior to the date hereof, the non-payment of which would result in a Lien on any Purchased Asset.

(b) Seller will timely pay all Taxes which arise from or with respect to the Purchased Assets or the operation of the Business and are incurred in or attributable to the Pre-Closing Tax Period, the non-payment of which would result in a Lien on any Purchased Asset.

Section 5.02. *Tax Cooperation; Allocation of Taxes.* (a) Buyer and Seller agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Business and the Purchased Assets (including access to books and records) as is reasonably necessary for the filing of all Tax returns, the making of any election relating to Taxes, the preparation for any audit by any Taxing Authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax. Buyer and Seller shall retain all books and records with respect to Taxes pertaining to the Purchased Assets for a period of at least six years following the Closing Date.

Seller and Buyer shall cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Assets or the Business.

(b) All excise, sales, use, value added, registration stamp, recording, documentary, conveyancing, franchise, property, transfer, gains and similar Taxes, levies, charges and fees (collectively, "**Transfer Taxes**") incurred in connection with the transactions contemplated by this Agreement shall be borne by Buyer. Buyer and Seller shall cooperate in providing each other with any appropriate resale exemption certifications and other similar documentation.

ARTICLE 6 SURVIVAL; INDEMNIFICATION

Section 6.01. *Survival.* The representations and warranties of the parties hereto contained in this Agreement or in any certificate or other writing delivered pursuant hereto shall survive the Closing until the 12-month anniversary of the date hereof; *provided* that (i) the representations and warranties contained in Section 4.03 survive indefinitely or until the latest date permitted by law, (ii) the representations and warranties contained in Section 5.01 survive until the expiration of the applicable statute of limitations and (iii) in the event of any actual fraud by Seller in connection with a representation or warranty contained in this Agreement, such representation or warranty shall survive indefinitely or until the latest date permitted by law. Notwithstanding the preceding sentence, any breach of representation, warranty, covenant or agreement in respect of which indemnity may be sought under this Agreement shall survive the time at which it would otherwise terminate pursuant to the preceding sentence, if notice of the inaccuracy thereof giving rise to such right of indemnity shall have been given in accordance with Section 8.03 or Section 8.04, as applicable, to the party against whom such indemnity may be sought prior to such time.

Section 6.02. *Indemnification.* (a) Effective at and after the Closing until the fifth anniversary of Closing, Seller hereby indemnifies Buyer and its Affiliates against and agrees to hold each of them harmless from any and all damage, loss and expense (including reasonable attorneys' fees and expenses) ("**Damages**") actually suffered by Buyer or any of its Affiliates arising out of (iv) any misrepresentation or breach of warranty (each such misrepresentation and breach of warranty a "**Warranty Breach**") or breach of covenant or agreement made or to be performed by Seller pursuant to this Agreement; or any Excluded Liability; *provided* that Seller's maximum liability for all such Damages shall not exceed \$70,000.

(b) Effective at and after the Closing until the fifth anniversary of Closing, Buyer hereby indemnifies Seller and its Affiliates against and agrees to hold each of them harmless from any and all Damages actually suffered by Seller or any of its Affiliates arising out of (i) any Warranty Breach or breach of covenant or agreement made or to be performed by Buyer pursuant to this Agreement; or (ii) any Assumed Liability.

Section 6.03. *Exclusivity.* Except as specifically set forth in this Agreement, effective as of the Closing, Buyer waives any rights and claims Buyer may have against Seller, whether in law or in equity, relating to the Business or the transactions contemplated hereby. The rights and claims waived by Buyer include claims for contribution or other rights of recovery arising out of or relating to any Applicable Law (whether now or hereinafter in effect), claims for breach of contract, breach of representation or warranty, negligent misrepresentation and all other claims for breach of duty. After the Closing, Section 8.02 will provide the exclusive remedy for any misrepresentation, breach of warranty, covenant or other agreement (other than those contained in Sections **Error! Reference source not found.**, **Error! Reference source not found.**, and **Error! Reference source not found.**) or other claim arising out of this Agreement or the transactions contemplated hereby.

ARTICLE 7
MISCELLANEOUS

Section 7.01. *Notices.* All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission and electronic mail ("**e-mail**") transmission, so long as a receipt of such e-mail is requested and received) and shall be given,

if to Buyer, to:

Asteri Networks, LLC
333 Market Street
Shreveport, LA 71101
Attention: Legal Department
Facsimile No.:
E-mail: legal@asteri-networks.com

if to Seller, to:

Penguin Random House LLC
1745 Broadway
New York, New York 10106
Attention: Anke Steinecke, Chief Legal Officer, Executive Vice
President and General Counsel
E-mail: asteinecke@penguinrandomhouse.com

Section 7.02. *Amendments and Waivers.* Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial

exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as set forth in Section 8.02, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 7.03. *Expenses.* Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

Section 7.04. *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; *provided* that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other party hereto.

Section 7.05. *Governing Law.* This Agreement shall be governed by and construed in accordance with the law of the State of New York, without regard to the conflicts of law rules of such state. The Buyer, the Company, the Seller and Majority Owner irrevocably agree that any claim or proceeding arising out of or in connection with this Agreement may be brought in any state court located in the state and federal courts of New York County, New York (or in any court in which appeal from such courts may be taken), and each party agrees not to assert, by way of motion, as a defense, or otherwise, in any such claim or proceeding, any claim or proceeding that it is not subject personally to the jurisdiction of such court, that the claim or proceeding is brought in an inconvenient forum, that the venue of the claim or proceeding is improper or that this Agreement or the subject matter hereof or thereof may not be enforced in or by such court, and hereby agrees not to challenge such jurisdiction or venue by reason of any offsets or counterclaims in any such claim or proceeding.

Section 7.06. *WAIVER OF JURY TRIAL.* EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 7.07. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimiles of signatures shall be deemed to be originals.

Section 7.08. *Entire Agreement.* This Agreement (together with its Exhibits and Schedules hereto, which are incorporated by reference herein), the Assignment and Assumption Agreement, the Trademark License Agreement, the Website Hosting Agreement and the confidentiality agreement dated as of [DATE] between Buyer and Seller constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement.

Section 7.09. *Severability.* If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties 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 in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 7.10. *Specific Performance.* The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity. Each of the parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief when expressly available pursuant to the terms of this Agreement, and hereby waives (i) any defenses in any action for an injunction, specific performance or other equitable relief, including the defense that the other parties have an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or equity and (ii) any requirement under Applicable Law to post a bond, undertaking or other security as a prerequisite to obtaining equitable relief.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

PENGUIN RANDOM HOUSE LLC

By: _____
Name:
Title:

ASTERI NETWORKS, LLC

By: 
Name: Stephen W. Gray
Title: CEO

FEB 13 2019

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

PENGUIN RANDOM HOUSE LLC

By: *[Signature]*
Name: *Aaron Kelly*
Title: *CFO, DK Books*

ASTERI NETWORKS LLC

By: _____
Name:
Title:

—————> Schedule 2.01(b)

Trademarks

1. PRIMA & P Design



COUNTRY REFERENCE# FILED APPL# REGDT REG# STATUS CLASSES

UNITED STATES T00525US00 2/17/1994 74/635,666 4/9/1996 1,966,556 REGISTERED 16

2. PRIMA GAMES

COUNTRY REFERENCE# FILED APPL# REGDT REG# STATUS CLASSES

AUSTRALIA T00528AU00 5/30/2000 837,178 5/30/2000 837,178 REGISTERED 16

UNITED STATES T00528US00 8/23/1999 76/736,624 5/8/2001 2,448,721 REGISTERED 16

3. PRIMA GAMES & P Design



COUNTRY REFERENCE# FILED APPL# REGDT REG# STATUS CLASSES

AUSTRALIA T00529AU00 5/30/2000 837,179 2/26/2002 837,179 REGISTERED 16

CANADA T00529CA00 6/21/2000 1,064,472 11/26/2002 TMA571,285 REGISTERED 16

EUROPEAN UNION (EU T00529EU00 9/8/1999 1,307,875 11/13/2000 1,307,875 REGISTERED 16,41

SINGAPORE T00529SG00 7/21/2000 T0012801Z 7/21/2000 T0012801Z REGISTERED 16

UNITED STATES T00529US00 3/8/1999 75/655,499 4/11/2000 2,340,742 REGISTERED 16

EXHIBIT A

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of March 12, 2019, between Penguin Random House LLC, a Delaware limited liability company ("Seller"), and Asteri Networks, a Louisiana limited liability company, located and doing business at 333 Market Street, Shreveport, LA 71101 ("Buyer").

WITNESSETH:

WHEREAS, Buyer and Seller have concurrently herewith consummated the purchase by Buyer of the Purchased Assets pursuant to the terms and conditions of the Asset Purchase Agreement dated February 13, 2019 between Buyer and Seller, (the "Asset Purchase Agreement"; terms defined in the Asset Purchase Agreement and not otherwise defined herein being used herein as therein defined);

WHEREAS, pursuant to the Asset Purchase Agreement, Buyer has agreed to assume certain liabilities and obligations of Seller with respect to the Purchased Assets and the Business;

NOW, THEREFORE, in consideration of the sale of the Purchased Assets and in accordance with the terms of the Asset Purchase Agreement, Buyer and Seller agree as follows:

1. (a) Seller does hereby sell, transfer, assign and deliver to Buyer all of the right, title and interest of Seller in, to and under the Purchased Assets; *provided* that no sale, transfer, assignment or delivery shall be made of any or any material portion of any Purchased Asset if an attempted sale, assignment, transfer or delivery, without the consent of a third party, would constitute a breach or other contravention thereof or in any way adversely affect the rights of Buyer or Seller thereunder.

(b) Buyer does hereby accept all the right, title and interest of Seller in, to and under all of the Purchased Assets (except as aforesaid) and Buyer assumes and agrees to pay, perform and discharge promptly and fully when due all of the Assumed Liabilities and to perform all of the obligations of Seller to be performed under the Purchased Contracts except to the extent liabilities thereunder constitute Excluded Liabilities.

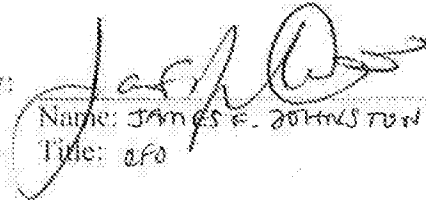
2. This Agreement shall be governed by and construed in accordance with the law of the State of New York, without regard to the conflicts of law rules of such state.

3. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

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

PENGUIN RANDOM HOUSE LLC

By: 
Name: James E. Johnston
Title: CEO

ASTERI NETWORKS LLC

By: 
Name: James E. Johnston
Title: CEO

[Signature Page to the Assignment and Assumption Agreement]

EXHIBIT B

TRADEMARK LICENSE AGREEMENT

EXHIBIT B

EXECUTION COPY



TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the "Agreement") is made as of the 12th day of March, 2019, between Asteri Networks, a Louisiana limited liability company, located and doing business at 333 Market Street, Shreveport, LA 71101 ("Asteri") and Penguin Random House LLC, a Delaware limited liability company, located and doing business at 1745 Broadway, New York, New York 10019 ("Penguin Random House").

RECITALS

- A. WHEREAS, Asteri has acquired the Prima Games trademarks and registrations as set forth in Exhibit A attached herein pursuant to the asset purchase agreement between Asteri and Penguin Random House dated February 13, 2019 (collectively, the "Licensed Marks"); and
- B. WHEREAS, Asteri has agreed to license the right to use the Licensed Marks to Penguin Random House in connection with use on books as more fully set forth below.

NOW, THEREFORE, Asteri and Penguin Random House agree as follows:

1. Asteri hereby grants to Penguin Random House and its affiliates, including but not limited to Dorling Kindersley Limited, a worldwide, perpetual, royalty-free right and license to use the Licensed Marks on and in connection with all editions, revisions and derivations of books published by Penguin Random House and its affiliates, including but not limited to Dorling Kindersley Limited, in any and all media and by any means, method or device now known or hereafter devised, including but not limited to printed books, electronic books and audio books, and in the advertising and promotion thereof.

Such license shall be exclusive to use of the Licensed Marks on printed books and audio books but expressly non-exclusive with regard to eGuides/electronic books. For the avoidance of doubt, Asteri shall not be limited in any way to use the Licensed Marks on and in connection with eGuides it may decide to publish.

2. Should Asteri allow the United States or European Union registrations of any of the Licensed Marks to lapse, Asteri hereby agrees to notify Penguin Random House in writing of each such lapse. For the avoidance of doubt, Asteri shall not have any obligation to maintain any registrations and/or register any of the Licensed Marks in any class or territory.
3. Each party hereby represents and warrants that it has the full authority to enter into this Agreement.
4. Each party shall indemnify, defend and hold harmless the other party, its parent, subsidiaries and affiliates and the indemnified party's respective officers, directors, shareholders, members, managers, employees, agents and assigns from any and all claims by third parties including, but not limited to, liabilities, judgments, damages, losses, costs and expenses (including reasonable attorneys' fees and settlement amounts) arising from or relating to a breach by the indemnifying party of any such party's representation or warranty set forth in this Agreement.
5. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. Asteri or Penguin Random House may assign this Agreement, in whole or in part, to any parent,

subsidiary, or affiliated company, or to an assignee expressly assuming all of the obligations of the assigning party who or which acquires all or a substantial portion of the business of such assigning party. Any other assignment, whether voluntary or by operation of law, shall be null and void without the written approval of both parties.

6. This Agreement shall be governed by the laws of the State of New York, applicable to contracts made and to be entirely performed therein. The courts of record (local, state, or federal) of the State of New York shall have jurisdiction over any suit, action, claim, or proceeding arising out of or in any way relating to this Agreement or its breach and the parties hereby consent to service of process upon them either personally or by certified or registered mail, postage prepaid, return receipt requested. Service of process made by certified or registered mail as herein provided shall be deemed completed three (3) days after the mailing thereof.

IN WITNESS HEREOF, Asteri and Penguin Random House have caused this Trademark License Agreement to be duly executed as of the date written above.

ASTERI NETWORKS, LLC

By: 

Name: Stephen W. Gray

Title: CEO

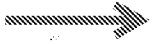
PENGUIN RANDOM HOUSE LLC

By: 

Name: JAMES F. JOHNSTON III

Title: CFO

EXHIBIT A – "Licensed Marks"

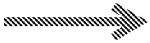


1. PRIMA & P Design



COUNTRY REFERENCE# FILED APPL# REGDT REG# STATUS CLASSES

UNITED STATES T00525US00 2/17/1994 74/635,666 4/9/1996 1,966,556 REGISTERED 16



2. PRIMA GAMES

COUNTRY REFERENCE# FILED APPL# REGDT REG# STATUS CLASSES

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UNITED STATES T00528US00 6/23/1999 75/738,624 5/8/2001 2,448,721 REGISTERED 16



3. PRIMA GAMES & P Design



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CANADA T00529CA00 6/21/2000 1,064,472 11/26/2002 TMA571,285 REGISTERED 16
EUROPEAN UNION (EU T00529EU00 9/8/1999 1,307,875 11/13/2000 1,307,875 REGISTERED 16,41
SINGAPORE T00529SG00 7/21/2000 T0012801Z 7/21/2000 T0012801Z REGISTERED 16
UNITED STATES T00529US00 3/8/1999 75/855,499 4/11/2000 2,340,742 REGISTERED 16