

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM559053

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Credifi Corp.		01/17/2020	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CRE Analytics LLC		
<b>Street Address:</b>	535 Seton Circle		
<b>City:</b>	Lakewood		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08701		
<b>Entity Type:</b>	Limited Liability Company: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86735842	CREDIFI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7328068188		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	7328068181		
<b>Email:</b>	nburton@schwartzburton.com		
<b>Correspondent Name:</b>	Noah Burton		
<b>Address Line 1:</b>	500 River Avenue Suite 215		
<b>Address Line 4:</b>	Lakewood, NEW JERSEY 08701		
<b>NAME OF SUBMITTER:</b>	Noah Burton		
<b>SIGNATURE:</b>	/Noah Burton/		
<b>DATE SIGNED:</b>	01/27/2020		
<b>Total Attachments: 15</b>			
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## ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this "**Agreement**"), dated as of January 17<sup>th</sup>, 2020 (the "**Effective Date**"), is entered into by and between CRE Analytics LLC, a New Jersey limited liability company with a mailing address of 535 Seton Circle, Lakewood, NJ 08701 ("**Purchaser**"), and Credifi Corp, a Delaware corporation with its principal place of business at 600 Third Avenue, 12th Floor, New York, NY 10016 ("**Seller**" or "**Credifi**").

### **RECITALS:**

**WHEREAS**, Seller is the owner of: (i) various proprietary database libraries containing real estate, finance and related ancillary data, (ii) a website at www.credifi.com through which Seller enables paid subscribers to access the Credifi Databases, and (iii) other assets which are described in **Exhibit A** attached hereto (collectively, the "**Purchased Assets**");

**WHEREAS**, Seller wishes to sell to Purchaser and Purchaser wishes to purchase from Seller, the Purchased Assets, upon the terms and subject to the conditions set forth in this Agreement (the "**Acquisition**"); and

**WHEREAS**, the board of directors of Seller has determined that it is advisable and in the best interests of Seller to consummate the Acquisition as provided for herein.

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

1. **Definitions**. The following terms shall have the following meanings in this Agreement:

"**Affiliate**" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"**Liens**" means any mortgage, indenture, pledge, escrow, hypothecation, hypothec, right of others, claim, security interest, encumbrance, judgment, lease, sublease, license, occupancy agreement, equitable interest, adverse claim or interest, transfer restriction, right of way, easement, covenant, restriction on use, servitude, encroachment, burden, title defect, title retention agreement, voting trust agreement, proxy, interest, equity, option, lien, preemptive right, right of first offer or refusal, charge, receipt of income or exercise of any other attribute of ownership or other restriction or limitation of any kind or nature whatsoever, whether arising by agreement, operation of law or otherwise.

"**Person**" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated association, corporation, limited liability company, entity or governmental authority (including, without limitation, each successor and permitted assigns thereof) (or in the case of a governmental authority, Persons succeeding to the relevant function of such governmental authority).

1. **Agreement to Purchase and Sell**. As of the Effective Date, on the terms and subject to the conditions contained in this Agreement, Purchaser shall purchase from Seller, and Seller shall sell, convey,

assign, transfer and deliver to Purchaser, all of Seller's rights, title and interest in and to the Purchased Assets. Set forth as **Exhibit B** attached hereto is the bill of sale, contemplating the Acquisition.

2. **Closing.** The closing (the "**Closing**") of the Acquisition (i.e., the sale and purchase of the Purchased Assets and the assumption by Purchaser of the Assumed Liabilities (as defined below) contemplated hereunder) shall take place on the Effective Date concurrent with: (i) the mutual execution of this Agreement by the parties remotely via the exchange of executed documents and other deliverables by facsimile and/or electronic transmission, (ii) the payment of the Purchase Price (as defined below) pursuant to Section 4 below, and (iii) Purchaser's assumptions of the Assumed Liabilities (as defined below). At closing the Purchased assets shall be operational with all material functions active.

3. **Liabilities.** At the Closing, Purchaser shall assume and become liable to pay, perform and discharge when due those Liabilities of Seller solely as set forth on **Exhibit C** attached hereto (the "**Assumed Liabilities**"). Without limiting the generality of the foregoing:

- (a) Purchaser acknowledges that it shall be a condition precedent to the Closing that Purchaser pays all of the Assumed Liabilities enumerated under 'Group B' of **Exhibit C** (the "**Group B Liabilities**"), totaling Seventy-Three Thousand, Seven Hundred and Forty-Two and 29/100s (\$73,742.29), concurrently with Purchaser's payment of the Purchase Price. Purchaser agrees to pay the Group B Liabilities directly to the corresponding payees listed on **Exhibit C**/Group B to settle the Group B Liabilities. Purchaser agrees to deliver proof of payment to each of the payees comprising the Group B Liabilities immediately following the Closing.
- (b) Purchaser acknowledges that the Assumed Liabilities under Group A (the "**Group A Liabilities**") are essential for the continued use and functionality of certain of the Purchased Assets. Accordingly, Purchaser assumes the risk of such assets failing to operate if Purchaser fails to settle the Group A Liabilities and/or fails to implement suitable substitutes therefor. Purchaser agrees to update Seller as to the state of the Group A Liabilities on a monthly basis for a period of six (6) months following the Closing.
- (c) Other than the Assumed Liabilities, Purchaser shall not assume, be deemed to have assumed, or otherwise be responsible or liable for, and shall not otherwise bear the economic burden of, any of Seller's Liabilities, and Seller shall be responsible for, and shall discharge and perform in full when due, all of its Liabilities (other than the Assumed Liabilities).

4. **Purchase Price; Payment Terms.** Subject to the terms and conditions set forth in this Agreement, the aggregate purchase price for the Purchased Assets shall be Two Hundred Thousand U.S. Dollars (\$200,000.00) (the "**Purchase Price**"), to be paid by Purchaser in a single lump sum at Closing via direct wire deposit to the bank account designated by Seller in **Exhibit D** attached hereto. Purchaser shall pay any and all applicable sales tax required in connection with the Acquisition.

5. **Delivery of Purchased Assets.** On the Effective Date and after receiving confirmation that Purchaser has paid the Purchase Price to Seller and transmitted the funds to cover the Group B Liabilities, to the extent applicable, Seller will deliver to Purchaser the Purchased Assets in a format that is mutually agreeable by the parties. Seller hereby covenants and agrees that in addition to its delivery of the Purchased Assets, Seller shall provide any other cooperation reasonably requested by Purchaser to affect

the transfer of the Purchase Assets pursuant to the terms of this Section, including without limitation, executing such assignments and forms that Purchaser may request. All fees associated with any such assignments and transfers will be borne by Purchaser.

6. Representations and Warranties. Seller represents and warrants to Purchaser that: (i) Seller is a corporation duly organized, existing and in good standing, under the laws of its jurisdiction of organization; (ii) Seller has full corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby, including without limitation to sell the Purchased Assets; (iii) this Agreement has been duly and validly executed and delivered by Seller and, assuming the due authorization, execution and delivery by the other parties hereto and thereto, will constitute, upon such execution and delivery in each case thereof, legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms and conditions; (iv) neither the execution and delivery by Seller of this Agreement, nor the consummation by Seller of the transactions contemplated hereby or thereby, will conflict with or result in a breach of any of the terms, conditions or provisions of Seller's organizational and/or formational documents; and (v) Seller has good and marketable title to the Purchased Assets as well as the right to sell the Purchased Assets pursuant to this Agreement. Purchaser hereby acknowledges and agrees that, except for the representations and warranties expressly set forth in this Section, Purchaser will acquire the Purchased Assets under this Agreement on an "as is" / "as available" basis, and that any and further representations and warranties of any kind which are not contained herein above are expressly disclaimed by Seller to the maximum extent permitted by applicable law.

7. Indemnification. Each of Seller and Purchaser hereby agrees that Seller shall indemnify Purchaser (as well as its directors, officers, employees and representatives and together with Purchaser, each a "**Purchaser Indemnitee**") solely in connection with any third-party claims (each, a "**Claim**") by a shareholder or debtholder in CrediFi asserted against any Purchaser Indemnitee arising from or related to the transaction contemplated hereunder. Purchaser acknowledges and agrees the indemnification contemplated in this Section 7 shall be limited to any Claims asserted against Purchaser prior to the six (6) month anniversary from the Closing, and Seller's maximum indemnification obligations shall be limited to Five Hundred Thousand (\$500,000.00) dollars (including without limitation, all legal costs and disbursements). Purchaser acknowledges that Seller shall be released of any other indemnification obligations whatsoever for any claims beyond those expressly set forth in this Section. In addition to the foregoing, Purchaser acknowledges and agrees that the indemnification rights hereunder constitute Purchaser's sole and exclusive remedies under this Agreement.

8. Further Assurances. The parties hereto shall execute such further documents, and perform such further acts, as may be necessary to sell, assign, transfer, convey and deliver the Purchased Assets to Purchaser, on the terms herein contained, and to otherwise comply with the terms of this Agreement and all applicable laws and regulations, and to consummate the transactions contemplated hereby.

9. Confidentiality. Neither party nor any of its respective affiliates, employees, agents and representatives shall reveal or disclose to any third party any Confidential Information concerning the business or affairs of any other party that it may have acquired from such party in the course of pursuing the transactions contemplated hereby without the prior written consent of such party. For purposes of this Agreement, "**Confidential Information**" means any non-public information concerning the businesses and affairs of any party hereto. Notwithstanding the foregoing, any party may disclose the Confidential Information as follows: (i) to such party's Affiliates and its or its Affiliates' employees, lenders, counsel or accountants, the actions for which the applicable party will be responsible; (ii) to comply with any

applicable law; provided, that, prior to making any such disclosure, the party making the disclosure notifies the other party of any legal proceeding of which it is aware which may result in disclosure and uses commercially reasonable efforts to limit or prevent such disclosure; (iii) to the extent that the Confidential Information is or becomes generally available to the public through no fault of the party or its Affiliates making such disclosure; (iv) to the extent that the same information is in the possession (on a non-confidential basis) of the party making such disclosure prior to receipt of such Confidential Information; or (v) to the extent that the same information becomes available to the party making such disclosure on a non-confidential basis from a source other than a party or its Affiliates, which source, to the disclosing party's knowledge, is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation to the other party. Without limiting the generality of the foregoing, the terms of the Acquisition shall constitute the Confidential Information of both parties, and shall be subject to the provisions contained in this Section. The obligations of the parties under this Section shall survive in perpetuity.

10. Licenses. Purchaser acknowledges and agrees that: (i) pursuant to Purchaser's acknowledgement attached hereto as **Exhibit E**, Seller has heretofore licensed certain of the Purchased Assets (e.g., data, reports and technology) on a non-exclusive basis to other parties prior to the Effective Date (the "Pre-existing Licenses") and those Pre-existing Licenses shall remain in effect following the Closing; (ii) Purchaser hereby expressly grants to Ely Razin, personally, a perpetual, royalty-free, worldwide non-exclusive right and license to access as a Credifi client in accordance with the terms and use provided in the standard user agreement, the right to use all of the data, database libraries, websites and reports of Seller which are contained within the Purchased Assets such access shall be used exclusively by Ely Razin for his personal use and shall not be transferred to any third party; (iii) Purchaser will maintain and extend to Ely Razin, for a period of twelve (12) months following the Closing, the continued right to use, and bear sole control over, his CrediFi email address ([ely.razin@credifi.com](mailto:ely.razin@credifi.com)), as well as his current CrediFi U.S. phone number (212-419-8081); and (iv) Purchaser hereby expressly grants to Seller a royalty-free, worldwide, non-exclusive and non-transferable right and license to access and use the Purchased Assets solely to provide support and maintenance to any of the respective licensees under the Pre-existing Licenses.

11. Seller's Representations. As an inducement to Purchaser to enter into this Agreement, Seller represents and warrants to Purchaser that the following representations and warranties are true and accurate on the Effective Date and will be true and accurate on the Closing Date:

- A. Seller has the power and authority to enter into this Agreement and to consummate the transactions herein contemplated, and the execution and delivery hereof and the performance by Seller of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which Seller is a party or by which it or the Purchased Assets are bound;
- B. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by Seller and this Agreement constitutes a valid and binding obligation of Seller enforceable in accordance with its terms.
- C. The execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby in the manner contemplated herein will not violate any provision of law, statute, rule or regulation to which Seller or the Purchased Assets is subject, or violate any judgment, order, writ, injunction or decree of any court applicable to Seller or the Purchased Assets; neither the execution of this Agreement nor the carrying out of the transactions contemplated

herein will result in a violation or breach by Seller or be in conflict with Seller's organizational documents, nor will it result in the creation or imposition of any lien on the Purchased Assets or any other assets of Seller, nor will it result in the termination or the right to terminate any agreement to which Seller is a party or which affects the Purchased Assets.

- D. No person, firm or entity has any rights to acquire the Purchased Assets or otherwise to obtain any interest therein and there are no outstanding options, rights of first refusal or negotiation, rights of reverter or rights of first offer relating to the Purchased Assets or any interest therein.
- E. To the best of Seller's knowledge, there are no current claims, pending or active, against Seller with respect to the Purchased Assets.
- F. Seller has no outstanding or pending tax liability that might result in a claim against the Purchased Assets.
- G. The Purchased Assets shall be free and clear of any liens or other claim of right as of the Closing hereunder.

12. Post-Closing Obligations; Publicity. Promptly after Closing, (i) Seller will send a communication, approved by the Purchaser, to all of its existing customers inviting them to maintain their relationship with CrediFi; and (ii) the parties will mutually agree on the content of a joint press release announcing the purchase by Purchaser of the Purchased Assets (the "**Joint Press Release**"). Seller will endeavor commercially reasonable efforts to provide Purchaser with seven (7) days' notice prior to closing CrediFi Corp. and/or notifying vendors of such closing. In addition, Seller takes no responsibility to maintain those vendor relationships contemplated under the Group A Liabilities, nor the corresponding payments which are due and owing to such creditors. Although Seller may terminate those contracts or otherwise cease those relationships which correspond to the creditors identified in the Group A Liabilities, Seller will endeavor in good faith to provide Purchaser with advance notice of any such decision(s) prior to doing so.

13. Non-Compete. Seller agrees that, for a period of one (1) year following the closing, Seller shall not create a website or database for sale to third parties that is substantially similar to the credifi.com web service.

14. . Seller retains no ownership rights to the coding or data conveyed under the Purchased Assets.

15. Assignment. Purchaser may assign this Agreement to an entity to be named by the Purchaser and take title to the Purchased Assets under such entity and to assume the duties and obligations contained hereunder.

16. Choice of Law; Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. Each party agrees to submit to the exclusive jurisdiction of the Federal and State courts situated in the State of New York in respect of any issue and/or dispute which arises hereunder.

17. Notices. Any notice, demand, offer, request or other communication required or permitted to be given by either Seller or Purchaser pursuant to the terms of this Agreement shall be in writing and shall be deemed effectively given the earliest of (i) when received; (ii) when delivered personally; (iii) one business day after being delivered by facsimile (with receipt of appropriate confirmation); (iv) one business day after being deposited with an overnight courier service; or (v) four (4) days after being

deposited in the U.S. mail, First Class with postage prepaid and return receipt requested, and addressed to the party at the address provided in the preamble hereto or such other address as such party may request by notifying the other party from time to time.

18. Integration. This Agreement represents the entire agreement between the parties with respect to the Acquisition and supersedes and replaces all prior written or oral agreements regarding the subject matter hereof.

19. Survival; Waiver. Except as provided otherwise hereunder, all representations, warranties, covenants and agreements hereunder shall survive the Effective Date (and none shall merge into any instrument of conveyance) regardless of any investigation or lack of investigation by any of the parties hereto for a period of twelve (12) months. The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege in this Agreement conferred, or the waiver by said party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, right or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

20. Advice of Counsel; Fees. Each party to this Agreement acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party by reason of the drafting or preparation hereof. Each party will be responsible for its own costs and fees incurred in furtherance of the Acquisition.

21. Binding Effect; Assignment and Amendments. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns, but will not be assignable or delegable by Seller without the prior written consent of Purchaser. This Agreement shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto.

22. Headings; Construction. The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party. No specific representation or warranty shall limit the generality or applicability of a more general representation or warranty. The remedies provided in this Agreement shall be cumulative and in addition to all other remedies available under this Agreement, at law or in equity (including a decree of specific performance and/or other injunctive relief). All indemnification payments made under this Agreement shall be treated by all parties hereto as an adjustment to the Purchase Price. Unless expressly indicated otherwise, all section references herein are to sections of this Agreement.

23. Severability; Counterparts. Should any provision of this Agreement be found to be illegal or unenforceable, the other provisions shall nevertheless remain effective and shall remain enforceable to the greatest extent permitted by law. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Facsimile copies of signed signature pages shall be binding originals.



24. No Third-Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person any rights or remedies under or by reason of this Agreement, other than the parties to this Agreement and each of their respective successors and permitted assigns. This Agreement and all provisions and conditions hereof are intended to be, and shall be, for the sole and exclusive benefit of only the parties to this Agreement and each of their respective successors and permitted assigns and not for the benefit of any other Person, and no provision hereof may be enforced by any other Person.

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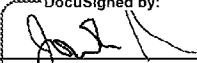
**IN WITNESS WHEREOF**, the parties have executed this Agreement on the Effective Date.

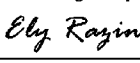
**PURCHASER:**

**SELLER:**

**CRE ANALYTICS LLC**

**CREDIFI CORP.**

DocuSigned by:  
By:   
Name: Jonathan Higber  
Title: Chief Executive Officer

DocuSigned by:  
By:   
Name: Ely Razin  
Title: Chief Executive Officer

**EXHIBIT A  
PURCHASED ASSETS**

The Purchased Assets comprise the following:

- (i) All source code, object code, application programming interfaces, data files, database, protocols, specifications, and other documentation thereof, software, systems and applications related to Seller's proprietary technology platform and database libraries;
- (ii) Credifi Database in [SQL] format;
- (iii) Seller's customer list(s);
- (iv) Existing customer subscriptions/accounts;
- (v) Seller's Salesforce contacts;
- (vi) Access to all existing email accounts and passwords
- (vii) Credifi website and domain names;
- (viii) Trademark "CrediFi" and all intellectual property owned by Seller as of the Effective Date.
- (ix) All available records associated with the operation of the Purchased Assets;
- (x) All passwords associated with the operation of the Purchased Assets.

**EXHIBIT B  
BILL OF SALE**

This **BILL OF SALE** (this “**Bill of Sale**”) is made as of January 17<sup>th</sup>, 2020 (the “**Effective Date**”), by and between Credifi Corp, a Delaware corporation with its principal place of business at 600 Third Avenue, 12th Floor, New York, NY 10016 (“**Seller**”), and CRE Analytics LLC, a New Jersey limited liability company with a mailing address of 535 Seton Circle, Lakewood, NJ 08701 (“**Purchaser**” and, together with Seller, the “**Parties**” and each, a “**Party**”).

**WHEREAS**, Purchaser and Seller entered into that certain Asset Purchase Agreement, dated as of the Effective Date (the “**Purchase Agreement**”), pursuant to which, on and subject to the terms and conditions of such Purchase Agreement, Purchaser agreed to (i) purchase from Seller, and Seller agreed to sell, convey, transfer and assign and deliver to Purchaser, at the Closing, the Purchased Assets and all of Seller’s right, title and interest in and to the Purchased Assets; and (ii) assume and become liable to pay, perform and discharge when due the Assumed Liabilities. Capitalized terms used in this Bill of Sale that are not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises and of the covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Transfer of Conveyed Assets. Seller hereby sells, conveys, transfers, assigns, and delivers to Purchaser all of the Purchased Assets. Purchaser hereby purchases, acquires and accepts such conveyance, transfer, assignment, and delivery of the Purchased Assets.

2. Assumed Liabilities; Excluded Liabilities. At the Closing, Purchaser shall assume and become liable to pay, perform and discharge when due all of the Assumed Liabilities. Each of the Parties hereby acknowledges and agrees that other than the Assumed Liabilities Seller is not selling, conveying, transferring, assigning, or delivering any Liabilities to Purchaser, nor shall Purchaser assume, nor shall anything in this Bill of Sale or the Purchase Agreement be deemed to constitute a transfer to, or assumption by Purchaser of, any of Liabilities of Seller, all of which are expressly retained by Seller.

3. Further Assurances. At any time and from time to time after the Effective Date, without further consideration, Seller shall, at the reasonable request of Purchaser, execute and deliver such further instruments of conveyance, assignment, and transfer with respect to the Purchased Assets and take such further action as may be necessary or appropriate in order to effectuate the intent of this Bill of Sale.

4. Applicable Law. THIS BILL OF SALE, THE LEGAL RELATIONS BETWEEN THE PARTIES, AND ANY DISPUTES BETWEEN THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAWS RULES THEREOF. ANY DISPUTE IN RELATION TO THIS BILL OF SALE SHALL BE SETTLED IN ACCORDANCE WITH SECTION 15 OF THE PURCHASE AGREEMENT.

5. Conflicts with Purchase Agreement. Notwithstanding anything contained herein to the contrary, in the event of any inconsistency between the terms of this Bill of Sale and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern. Nothing contained in this Bill of Sale shall be deemed to modify, supersede or affect the rights of any party under the Purchase Agreement.

6. **Miscellaneous.** This Bill of Sale may not be amended except by a written instrument executed by all parties to this Bill of Sale. Emails do not constitute signed writings or instruments for purposes of this Section. Any agreement on the part of any Party to waive compliance with any of the agreements contained herein shall be valid only if set forth in an instrument in writing signed by or on behalf of such Party. No failure or delay on the part of any Party in the exercise of any right hereunder shall impair such right or be construed as a waiver of, or acquiescence in, any breach of any representation, warranty, covenant or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. This Bill of Sale may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Signed counterparts of this Bill of Sale may be delivered by facsimile and by scanned .pdf image. This Bill of Sale shall be binding upon and inure to the benefit of the Parties and their successors and assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. This Agreement shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto.

\*\*\*\*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Bill of Sale to be executed by their respective officers thereunto duly authorized as of the Effective Date.

**PURCHASER:**

**CRE ANALYTICS LLC**

DocuSigned by:

By: 

Name: Jonathan Ingber

Title: Chief Executive Officer

**SELLER:**

**CREDIFI CORP.**

DocuSigned by:

By: 

Name: Ely Razin

Title: Chief Executive Officer

**EXHIBIT C**  
**ASSUMED LIABILITIES**

**Group A:** Seller takes no responsibility for these debts. Purchaser understands and acknowledges that its failure to pay these debts may put the Purchased Assets at risk. Purchaser reserves the right to negotiate a settlement regarding these debts or not to pay such debts at all without reservation. The amounts shown below reflect invoices received by the Seller as of the Effective Date.

<i>Debt Obligation</i>	<i>Amount</i>
Amazon Web Services Cloud Services	\$103,940.00
Corelogic Content	\$35,097.44
Data Tree Content	\$26,250.00

**Group B:** Purchaser takes responsibility for these Liabilities and shall discharge all such Liabilities at Closing by direct wire in immediately available funds to each of the payees below:

<i>Debt Obligation</i>	<i>Amount</i>	<i>Account</i>
Aztek Microsoft platforms (Data Warehouse and Code storage)	\$15,376.00	Bank Name: Bank Leumi Bank Address: 2 Haarava St., Kiryat Sdeh Hateufa, Branch Number: 680 Swift Code #: LUMIILITXXX IBAN #: IL440106930000002370070 Account #: 2370070 Reference #: Aztek Technologies Ltd
Trio (IT Consultants, Israel)	\$7,010.00	Bank Name: Bank Leumi Bank Address: Lev Ha'Ir 2, Modiin Branch Number: 680 Swift Code #: LUMIILITXXX Iban #: IL60 0106 8000 0000 3400 020 Account #: 3400020 Reference: Trio Cloud Technologies
Bi Leader (Consultant for Data Warehouse)	\$11,714.29	Bank Name: Bank Igud Bank Address: Herbert Samuel 57, Hadera Branch Number: 092 Swift Code #: UNBKILIT Iban #: Account #: 11614923 Reference #: Amit Shaked
Reblaze (Protection of Web site)	\$3,600.00	Bank Name: Bank Hapoalim Bank Address: Abba Eban Blvd 10, Herzliya Branch Number: 584 Swift Code #- POALILIT IBAN #: IL36-0125-8400-0000-0038-196 Account #: 38196 Reference #: Reblaze Technologies Ltd
Ehud T Consultant for Machine Learning	\$1,791.00	Bank Name: Bank Mizrahi Tfachot

		Bank Address: Aba Hillel 13 Lod Branch Number: 57 Swift Code #: MIZBILIT IBAN #: IL91 0205 7100 0000 0291 239 Account #: 291239 Reference #: Ehud Tzivion
Employee Vacation Pay – EXCELLENCE TRUST ACCOUNT	\$34,251.00	Bank Name: Bank Leumi Bank Address: Herzl St 19, Tel Aviv-Yafo Branch Number: 800 Swift Code #: LEUMIILITTLV IBAN #- IL700 108 000 0000 29337780 Account #: 29337780 Reference #: ESOP MANAGEMENT AND TRUST SERVICES LTD.

**EXHIBIT D  
WIRE INFORMATION**

Seller	Seller Account
CrediFi Corp.	Bank Name: JPMorgan Chase Bank, N.A. Bank Address: 3 Times Square, New York, NY 10036 Routing #: 021000021 SWIFT Code: CHASUS33 Account Name: Credifi Corp. Account #: 886135610 Reference #:

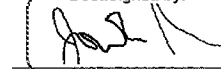


### EXHIBIT E - LICENSEE ACKNOWLEDGEMENT

The undersigned ("Purchaser") which is purchasing the Purchased Assets from Credifi Corp. ("Credifi") pursuant to that certain Asset Purchase Agreement, dated of even date herewith (the "Purchase Agreement"), hereby irrevocably acknowledges and confirms the following:

1. All capitalized terms that are not defined in this binding acknowledgement shall have the meanings attributed to them under the Purchase Agreement.
2. Prior to the Closing of the Purchase Agreement, Credifi heretofore granted to RESQ Services Limited, a company organized under the laws of the United Kingdom, among other licensees (each, a "Licensee"; collectively, the "Licensees") non-exclusive, perpetual, fully-paid up, royalty-free, worldwide rights and licenses in and to Credifi's proprietary scraping and related technologies (collectively, the "Credifi Technology") for each such licensee's respective use.
3. Purchaser acknowledges having received redacted copies of the executed license agreements (each, a "License Agreement") from Credifi for each Licensee granted a license in and to the Credifi Technology as in effect on the date hereof, and Purchaser has had an opportunity to review each License Agreement before executing this acknowledgement.
4. Each Licensee may grant sub-licenses in and to the Credifi Technology to its affiliates, consultants and third-party service providers, all of whom shall be permitted to use the Credifi Technology to support such Licensee's usage of the Credifi Technology, including, without limitation in any platform of Licensee or software- as- a -service ("SaaS") product or system of Licensee.
5. For a period of up to 30 days following the date hereof, Credifi will provide Licensee with support services solely consisting of delivering and making reasonably available certain Credifi Technology files that Credifi may have inadvertently and unintentionally failed to supply to Licensee immediately following the execution of the License Agreement by the parties. Accordingly, Purchaser confirms that Credifi shall have the requisite rights and license in and to the Credifi Technology to do so.
6. Purchaser shall not knowingly carry out any act intended to encumber or otherwise terminate any license granted to a Licensee and/or License Agreement executed by a Licensee.
7. Any legal proceeding that Purchaser may institute against a Licensee pertaining to its License Agreement shall be (i) governed by the laws of the State of New York, and (ii) brought in the state and federal courts situated in the County of New York.
8. Purchaser shall neither be entitled to any of license fees paid by to Credifi in consideration for the licenses granted to the Licensees, nor to any future fees of any kind unless Purchaser and a Licensee shall mutually agree otherwise in writing.
9. PURCHASER ACKNOWLEDGES THAT NO LICENSEE WILL BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING IN ANY WAY IN CONNECTION WITH ITS LICENSE AGREEMENT. THIS LIMITATION WILL APPLY EVEN IF THE LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CRE ANALYTICS LLC



Name: Jonathan Ingber, CEO

Date: January 17, 2020