

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM573088

<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>
Video Corporation of America, Inc.		02/14/2020	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	York-VCA, LLC		
<b>Street Address:</b>	81 Corbett Way		
<b>City:</b>	Eatontown		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07724		
<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>Registration Number:</b>	1708701	VCA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7322246599		
<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>	732-741-3900		
<b>Email:</b>	dazzinaro@ghclaw.com		
<b>Correspondent Name:</b>	Christopher J. Marino		
<b>Address Line 1:</b>	125 Half Mile Road, Suite 300		
<b>Address Line 4:</b>	Red Bank, NEW JERSEY 07701		
<b>NAME OF SUBMITTER:</b>	Christopher J. Marino		
<b>SIGNATURE:</b>	/Christopher J. Marino/		
<b>DATE SIGNED:</b>	04/22/2020		
<b>Total Attachments: 28</b>			
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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**") is made as of February 14, 2020 ("**Effective Date**") between VIDEO CORPORATION OF AMERICA, INC. ("**Seller**"), a New Jersey corporation, having its principal office located 7 Veronica Avenue, Franklin Township, NJ 08873; YORK-VCA, LLC, a New Jersey limited liability company, with its principal office located at 81 Corbett Way, Eatontown, New Jersey 07724 ("**Buyer**") and YORK TELECOM CORPORATION, a New Jersey corporation, with its principal office located at 81 Corbett Way, Eatontown, New Jersey 07724 ("**YTC**").

### Recitals:

A. Seller is a provider of AV and Unified Communications Solutions and Services (the "**Business**").

B. Subject to the terms and conditions set forth herein, Seller desires to convey to Buyer, and Buyer desires to acquire from Seller, Seller's interest in substantially all of the tangible and intangible assets used or held for use in the operation of the Business.

C. On February 3, 2020, Seller filed a Voluntary Chapter 11 Bankruptcy Petition ("**Petition Date**"), pursuant to the provisions of 11 U.S.C. §101 et seq. (the "**Bankruptcy Code**") to facilitate the transactions set forth herein.

D. The Business Assets (as hereinafter defined) will be sold pursuant to an Order (the "**Sale Order**") of the United States Bankruptcy Court for the District of New Jersey, Newark Division (the "**Bankruptcy Court**"), authorizing and approving the sale of the Business Assets pursuant to Section 363 of the Bankruptcy Code and the assumption and assignment of the Assigned Contracts (as hereinafter defined) pursuant to section 365 of the Bankruptcy Code in accordance with the terms and conditions of this Agreement.

### Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby:

#### ARTICLE 1: SALE AND PURCHASE

1.1 Business Assets. Subject to and in reliance upon the representations, warranties and agreements herein set forth, and subject to the terms and conditions herein contained, Seller shall grant, convey, sell, assign, transfer and deliver to Buyer, free and clear of all liens, claims and encumbrances including, but not limited, to successor liability claims (except for Assumed Liabilities and Permitted Encumbrances, as hereinafter defined) on the Closing Date (as hereinafter defined) all interests of Seller in all assets, privileges, rights, interests and claims, tangible and intangible, of every type and description, wherever located, including any business and goodwill (except for Excluded Assets as defined below) used or held for use in the business and operations of the Business (collectively, the "**Business Assets**"). Without limiting the foregoing, the Business Assets shall include the following:

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(a) Licenses and Authorizations. All interests of Seller in all licenses, permits and authorizations issued and all applications therefor, together with any renewals, modifications or extensions thereof and additions thereto between the date hereof and the Closing Date.

(b) Tangible Personal Property. All interests of Seller as of the date of this Agreement in all equipment, electrical devices, vehicles, furniture, fixtures, office materials and supplies, hardware, tools, spare parts, racking and office machinery located at the Real Property (as defined below), and as more particularly set forth on Schedule 1.1(b), or from other locations as listed on Schedule 1.1(b), and other tangible personal property of every kind and description, used or held for use in connection with the business and operations of the Business and all additions and improvements thereto through the Closing Date (collectively, the "**Tangible Personal Property**").

(c) Accounts Receivable; Work in Process. All of Seller's (i) accounts receivable and work-in-process, (ii) security deposits, prepayments including, without limitation, the \$800,000 deposit from JP Morgan Chase Bank and prepaid expenses of or for the Business and/or any of the Purchased Assets (collectively, "**Accounts Receivable**").

(d) Real Property Leases. All of Seller's rights, as of the date of this Agreement, as tenant, in that certain tenant improvements situate at 7 Veronica Avenue, Franklin Township, New Jersey (the "**Real Property**").

(e) Business Contracts. All rights of Seller in those contracts and agreements (other than the Excluded Contracts, as hereinafter defined) to which any Seller is a party and which are used in connection with the business and operations of the Business (as hereinafter defined) that are both (1) listed on Schedule 1.1(e) as being eligible for assignment and (2) listed on Schedule 1.1(e) as being selected for assignment to the Buyer and added to Schedule 1.1(e) at any time before Closing, and those entered into by the Seller between the date hereof and the Closing Date and selected for assignment by the Buyer (the "**Business Contracts**"). Seller, along with Buyer's cooperation, shall file the appropriate motion before the Bankruptcy Court seeking assumption and assignment of those contracts and agreements listed on Schedule 1.1(e). Buyer reserves the right to add or delete any Business Contracts to and from Schedule 1.1(e) between the date of this Agreement and the Closing Date.

(f) Intangible Property. All interests of Seller as of the date of this Agreement in all customer lists, trademarks, trade names, service marks, copyrights, logotypes, telephone numbers, facsimile numbers and other intangible rights, used or held for use in connection with the business and operations of the Business and those acquired by Seller between the date hereof and the Closing Date (collectively, the "**Intangible Property**"). Schedule 1.1(f) sets forth the list of all material Intangible Property.

(g) Files and Records. All interests of Seller in all records that relate to the operation of the Business, and all files and other records of Seller relating to the business and operations of the Business (other than duplicate copies of such files ("**Duplicate Records**") (collectively, "**Files and Records**"), including without limitation all customer lists, reports, specifications, projections, statistics, promotional graphics, original art work, mats, plates, negatives and other advertising, marketing or related materials, and all other technical and financial

information concerning the Business and the Business Assets. Notwithstanding the sale of the Files and Records to Buyer, the Seller and its Professionals and any other debtor estate fiduciary appointed in the Seller's Bankruptcy Case shall, on reasonable notice, have access to the Files and Records. Seller shall reimburse Buyer for any actual out of pocket expense incurred related to its cooperation to access said records. Buyer reserves the right to abandon any files or records Buyer deems not needed and will notify the Seller of such abandonment and provide the Seller thirty (30) days' notice to retrieve said records at no cost or expense to Buyer.

(h) Warranty Claims. All claims, rights, and interests of Seller against third parties under manufacturers' and vendors' warranties, if and to the extent that they relate to the Business Assets.

(i) Prepaid Items. All interests of Seller in all deposits, reserves and prepaid expenses, relating to the Business but specifically excluding (i) prepaid Taxes relating to the Business or Business Assets and (ii) the security deposit as set forth in Schedule 1.1(i).

(j) Goodwill. All of Seller's goodwill in, and going concern value of, the Business.

(k) Internet Websites. Without limiting the foregoing, all interests of Seller in all internet web sites, including without limitation all internet Domain leases and Domain names of the Business, the unrestricted right to the use of HTML content located and publicly accessible from those Domain names, and the "visitor" e-mail database for those sites.

(l) Inventory. All of Seller's inventory, parts and related assets.

1.2 Excluded Assets. Notwithstanding anything in this Agreement to the contrary, the following Assets of Seller to the extent in existence on the Closing Date (the "**Excluded Assets**") shall be excluded from and shall not constitute Business Assets:

(a) Cash. Cash (including checks received prior to the close of business on the Closing Date, whether or not deposited or cleared prior to the close of business on the Closing Date), commercial paper, certificates of deposit and other bank deposits, treasury bills and other cash equivalents. Deposits held related to Work in Process shall not constitute an Excluded Asset.

(b) Insurance. All insurance policies or any Proceeds thereof relating to the operations of the Business Assets and any deposits on account thereof, other than any proceeds for claims related to Business Assets.

(c) Tax Refunds. All refunds or credits, if any, of Taxes due to or from the Seller prior to the Closing Date or arising from Seller's operations prior to the Closing Date. "Taxes" means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code § 59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not, and any

expenses incurred in connection with the determination, settlement or litigation of any liability for Taxes.

(d) Excluded Books and Records and Securities. The minute books, stock transfer books and corporate seals or other corporate records of the Seller and any securities issued by the Seller and its subsidiaries, if any, and all personnel files for employees of Seller who are not hired by Buyer.

(e) Rejected Leases and Contracts. The rights of the Seller under Leases and executory contracts that Buyer has elected not to accept, including, without limitation, those identified on Schedule 1.2(e).

(f) Litigation Claims; Avoidance Actions. Any actions, causes of action, rights (including indemnification), claims, or recoveries of the Seller against third parties arising out of or relating to events prior to the Closing Date, including but not limited to (i) Seller's claims and causes of action under Sections 502(d), 544, 545, 547, 548, 549 and 550 of the Bankruptcy Code, or any other avoidance actions and (2) any rights or claims of Seller against professionals of Seller provided; however, that the Debtor does not retain the right to assert any such claims against the Buyer.

(g) Rights Hereunder. Seller's rights under this Agreement.

### 1.3 Liabilities.

(a) Assumed Liabilities. The Business Assets shall be sold and conveyed to Buyer free and clear of all liens, mechanics Liens, deeds of trust, security interests, pledges, prior assignments, charges, and claims, defects in title and encumbrances of any kind or type whatsoever (each, a "Lien" and collectively, "Liens") except for: (A) the following liabilities: (i) Seller's obligations under the Assigned Contracts as more particularly described and set forth in Schedule 1.1(e), (ii) the post-Closing obligations of Seller which Buyer will assume under the Assigned Contracts (as hereinafter defined), and (iii) the amounts needed to be paid to third parties to the Assigned Contracts to cure any defaults thereunder that are listed on Schedules 1.1(d) and 1.1(e) (the "Assumed Liabilities") to the extent Buyer has agreed to assume the Assigned Contracts and the Bankruptcy Court approves said assumption and assignment; and (B) the following encumbrances (the "Permitted Encumbrances"): (i) any encumbrances such as utility easements, zoning restrictions, land use or environmental regulations, other exemptions noted on a current survey, or other customary covenants, encumbrances and restrictions of record that do not materially impair the leasing of the real property or the conduct of the Business as presently conducted, (ii) Encumbrances related to Assumed Liabilities, and (iii) Liens permitted to exist pursuant to Section 10.1(a)(j).

(b) Excluded Liabilities. Except as set forth in the foregoing Section 1.3(a) or otherwise specifically provided in this Agreement, Buyer shall not assume or be liable for, and does not undertake to assume or discharge: (i) any liability or obligation of Seller arising out of or relating to any contract, lease agreement, or instrument; (ii) any liability or obligation of Seller arising out of or relating to any employee benefit plan otherwise relating to employment, including any Workers' Compensation benefits; (iii) any liability or obligation of Seller arising out of or

relating to any litigation, proceeding or claim (whether or not such litigation, proceeding or claim is pending, threatened or asserted before, on or after the Closing Date); (iv) any other liabilities, obligations, debts or commitments of Seller whatsoever, whether accrued now or hereafter, whether fixed or contingent, whether known or unknown, unless otherwise assumed; or (v) any claims asserted against the Business or any of the Business Assets relating to any event (whether act or omission) prior to the Closing Date, including without limitation, the payment of all taxes.

(c) Assigned Contracts; Assumed Liabilities. Buyer intends to take an assignment of those Business Contracts listed on Schedule 1.1(e) (the "**Assigned Contracts**"). To the extent that Seller is assuming and assigning to Buyer the Business Contracts which are executory contracts as of the Closing Date such Assigned Contracts shall be assumed by such Seller and assigned to Buyer in accordance with the requirements of Section 365 of the Bankruptcy Code, and Buyer shall be obligated to pay all amounts payable in connection with the cure of monetary defaults under any of the Assigned Contracts as listed on Schedules 1.1(d) and 1.1(e) to the extent required by Section 365(b) of the Bankruptcy Code (the "**Cure Amounts**"). Buyer shall promptly cure such defaults and pay all such Cure Amounts following the issuance of the Sale Order and on or before the Closing Date. Buyer shall provide adequate assurance of future performance of the Assigned Contracts as may be required by the Bankruptcy Court.

(d) AS-IS. Except as is otherwise expressly provided in this Agreement, the Business Assets are being sold AS IS and WHERE IS and Seller disclaims any warranty (oral or written) concerning: (1) the nature and condition of the property and its suitability for any and all activities and uses that Buyer may elect to conduct; (2) the manner, construction, condition and state of repair or lack of repair of any improvements on the Real Property; (3) the nature and extent of any right-of-way, lien, encumbrance, license, reservation, condition, or otherwise with respect to the Leased Real Property; (4) the compliance of the Real Property with any laws, rules, ordinances or regulations of any government or other body, it being specifically understood that buyer shall have full opportunity, during the inspection period, to determine for itself the condition of the property; and (5) any other matter whatsoever except as expressly set forth in this Agreement.

#### 1.4 Purchase Price.

(a) Purchase Price. The purchase price to be paid to the Seller at Closing for the Business Assets will be \$4,600,000 (the "**Purchase Price**"), as follows: (i) \$300,000 for the Tangible Personal Property, (ii) \$300,000 for saleable inventory. (iii) \$3,000,000 for Seller's collectible accounts receivable (iv) \$1,000,000 for all of the Seller's licenses and authorizations, work in process, real property leases, business contracts, intangible property, files and records, warranty claims, pre-paid items, internet websites, good will, and customer deposits.

(b) Allocation of Purchase Price. Buyer and Seller will allocate the Purchase Price in accordance with the respective fair market values of the Business Assets and the goodwill being purchased and sold in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended (the "**Code**"). The allocation shall be determined by mutual agreement of the parties or, if the parties cannot agree, the Bankruptcy Court. Buyer and Seller each further agrees to file its federal income tax returns and its other tax returns reflecting such allocation.

1.4A Guaranty of YTC.

(a) YTC hereby irrevocably and unconditionally guarantees solely to Seller: (1) the full and prompt payment of all amounts payable by Buyer under this Agreement when and as the same shall become due, and (2) the due and timely performance of all obligations and observance of all covenants of Buyer under this Agreement (such payment and performance hereinafter collectively referred to as the "**Obligations**"). In the event Buyer does not pay for perform any of the Obligations according to their terms of this agreement, YTC shall immediately pay, perform or cause the performance of same, the terms of this guarantee being a guarantee of full payment and performance and in no way conditional or contingent except as expressly set forth in this Section 1.4A. This guarantee by YTC is an absolute, unconditional and continuing guarantee solely for the benefit of Seller and is in no way conditioned upon any requirement that Seller first attempt to collect payment or seek performances of any of the Obligations from Buyer, or resort to any other means of obtaining payment or performance of any of the Obligations, or upon any other contingency whatsoever, provided that Seller is not in breach of this Agreement.

(b) Upon any default by Buyer in the full and punctual payment or performance of the Obligations, the liabilities and obligations of YTC hereunder shall, at the option of Seller, become forthwith due and payable immediately without demand or other notice of any nature, all of which are expressly waived by YTC. Each and every default in the payment or performance of the Obligations shall give rise to a separate cause of action by Seller under this Section 1.4A and separate suit may be brought hereunder by Seller as each cause of action arises.

(c) The obligations of YTC set forth in this Section 1.4A shall remain in force and effect so long as the Obligations remain unsatisfied and are irrevocable.

(d) YTC shall cause Buyer to duly and timely perform all of its obligations and observe all covenants of Buyer under this Agreement and under all agreements now existing or hereafter arising between Buyer and Seller relating to subject matter of this Agreement.

1.5 Closing. The consummation of the sale and purchase of the Business Assets provided for in this Agreement (the "**Closing**") shall take place, whether in person or electronically, at the offices of Brown Moskowitz & Kallen, P.C., 180 River Road, Summit, New Jersey 07901, on the fifteenth (15<sup>th</sup>) day after the entry of the Sale Order, at a date and time as the parties may mutually agree after the entry of the Sale Order, (the "**Closing Date**") but in no event later than April 1, 2020 provided the Seller files a petition in Bankruptcy on or before February 15th, or such later date as the Parties may agree (the "**Final Closing Date**"), in any case subject to the satisfaction or waiver of the last of the conditions required to be satisfied or waived pursuant to Articles 6 or 7 below (other than those requiring a delivery of a certificate or other document, or the taking of other action, at the Closing). All actions to be taken on the Closing Date pursuant to this Agreement shall be deemed to have occurred simultaneously, and no act, document or transaction shall be deemed to have been taken, delivered or effected until all such actions, document and transactions have been taken, delivered or effected.

1.7 Third-Party Consents. Buyer acknowledges that the Sale Order of the Bankruptcy Court authorizing and approving (1) the sale of the Business Assets; and (2) the assumption and assignment of the Assigned Contracts under Section 365 of the Bankruptcy Code in accordance



with the terms and conditions of this Agreement (the “**Sale Order**”) will authorize the assumption and assignment of the Assigned Contracts without the requirement of any consent by the parties thereto. To the extent any Assigned Contract is not assumable and assignable by Seller to Buyer under Section 365 of the Bankruptcy Code without the consent of the parties thereto (“**Personal Service Contracts**”), the parties shall use their commercially reasonable efforts prior to Closing to obtain all such required consents of third parties which are necessary for the consummation of the transactions contemplated hereby (without conditions materially adverse to Buyer other than as specifically stated herein), such efforts to include providing to the contract parties such information as is reasonably required to enable each contract party to provide its consent on a timely basis. The Parties shall cooperate in all reasonable efforts to obtain consents. All such third-party consents shall be in writing and executed counterparts thereof shall be delivered to Seller promptly after Buyer’s receipt thereof but in no event later than fifteen (15) business days prior to the Closing Date. Notwithstanding the foregoing or anything contained herein to the contrary, this Agreement shall not constitute an agreement to assign any Real Property Lease or Business Contract or any claim or right or any benefit arising thereunder or resulting therefrom if (i) the Real Property Lease has expired by its terms as of the Closing Date or the Business Contract is not executory as of the Closing Date; (ii) an attempted assignment thereof, without the consent of a third party thereto, would constitute a default thereof or in any way materially adversely affect the rights of Buyer thereunder. If such consent is not obtained, or if an attempted assignment thereof would be ineffective or would affect the rights thereunder so that Buyer would not receive all such rights, Seller shall use their commercially reasonable efforts after Closing to provide to Buyer the benefits under any such Real Property Lease, Business Contract or any claim or right, including, without limitation, enforcement for the benefit of Buyer of any and all rights of Seller against a third party thereto arising out of the default or cancellation by such third party or otherwise.

## ARTICLE 2: REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows, with each representation and warranty being qualified by and subject to the entry of the Sale Order:

2.1 Enforceability of Agreement. This Agreement shall constitute the valid and binding Agreement of the Seller enforceable with its terms, subject only to entry of the Sale Order.

2.2 Status. Seller is duly organized, validly existing and in good standing under the laws of the State of New Jersey. Seller has the requisite power to carry on the business of the Business as it is now being conducted and to own and operate the Business, and Seller has the requisite power to enter into and complete the transactions contemplated by this Agreement.

2.3 Authority. This Agreement has been duly and validly authorized, executed, and delivered by Seller.

2.4 Environmental. To the best of Seller’s knowledge, there are no environmental claims, problems or issues related to any of the properties subject to any Assumed Lease.

2.5 Approvals and Consents. The execution, delivery and performance by the Seller of this Agreement and the consummation by it of the transactions contemplated hereby will not

require any consent, permit, license or approval of, or filing with or notice to, any person, entity or governmental or regulatory authority under any provision of law applicable to Seller, except for the entry of the Sale Order and the consent of parties to the Personal Service Contracts.

2.6 Business Assets. Schedule 1.1(b) contains a description of all items of Tangible Personal Property as of the execution of this Agreement (as well as a description of those items of Tangible Personal Property) which Buyer is purchasing pursuant to this Agreement but which are not located at the premises covered by the Assumed Leases.

2.7 Compliance with Law. The Business, the Business Assets and Seller with respect to the Business and the Business Assets are, in all material respects, in compliance with all requirements of law, federal, state and local, and all requirements of all governmental bodies or agencies having jurisdiction over any of them, the operation of the Business, the use of its properties and assets (including the Business Assets). Without limiting the foregoing, Seller has obtained all licenses, permits, certificates and authorizations needed or required for the operation of the Business. Seller has properly filed all reports and other documents required to be filed with any federal, state, local or foreign government or subdivision or agency thereof, and Seller has not received any notice, not heretofore complied with, from any federal, state or municipal authority or any insurance or inspection body that any of its properties, facilities, equipment or business procedures or practices fail to comply with any applicable law, ordinance, regulation, building or zoning law, or requirement of any public authority or body.

2.8 Insurance. Seller maintains insurance policies relating to the Business Assets bearing the policy numbers, for the terms, with the companies, in the amounts, providing the general coverage as required by Wells Fargo Bank. All of such policies are in full force and effect and Seller is not in default of any material provision thereof. Seller has not received notice from any issuer of any such policies of its intention to cancel, terminate or refuse to renew any policy issued by it.

2.9 Employment Matters.

(a) There are no collective bargaining agreements or written or oral agreements relating to the terms and conditions of employment or termination of employment, covering any employees, consultants or agents of the Business. None of the employees of the Business have written employment contracts. Seller is not engaged in any unfair labor practice or other unlawful employment practice, and, except as set forth on Schedule 2.9(a), there are no unfair labor practice charges or other employee-related suits, complaints, grievances or arbitrations, against Seller pending or, to Seller's knowledge, threatened before the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, the Department of Labor, any arbitration tribunal, court, or any other federal, state, local or other governmental authority by or concerning Seller's employees. There is no strike, picketing, slowdown or work stoppage by or concerning such employees pending against or involving Seller.

(b) Seller has provided to Buyer the names of all present employees of Seller and the positions, total annual compensation and accrued vacation and sick time of each. Buyer will not be responsible for any accrued vacation or sick time for any employees Buyer chooses to employ unless expressed so in writing.

2.10 Intangible Property. Seller has all right, title and interest in and to all Intangible Property necessary to the conduct of the Business as presently operated. Seller has received no notice of any claim that any Intangible Property or the use thereof conflicts with, or infringes upon, any rights of any third party (and there is no basis for any such claim of conflict). The Business has the sole and exclusive right to use the Intangible Property. No service provided by the Business or any programming or other material used, broadcast or disseminated by the Business infringes upon any copyright, patent or trademark of any other party.

2.11 Litigation and Claims. The Business Assets are not subject to any judgment, writ, award, injunction, order of any federal, state, local or other governmental or regulatory authority (other than the Bankruptcy Court) or decree that is related to the Business.

2.12 Brokers. There is no investment banker, broker or finder or other person entitled to a commission or brokerage fee or payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement of, or action taken by, Seller, other than the DAK Group, Ltd., whose fees shall be paid by Seller.

2.13 Title. To the knowledge of the Seller, the Seller has valid title to, or the rights to use (as currently used), the Business Assets, subject only to the Liens set forth on Schedule 2.13.

2.14 Key Customers. Set forth on Confidential Schedule 2.14 are the ten (10) largest Seller customers based on forecasted revenues (the "Key Customers").

### ARTICLE 3: REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller:

3.1 Status. The Buyer is a limited liability company, which is duly organized, validly existing and in good standing under the laws of the State of New Jersey. Buyer has the requisite power to enter into and complete the transactions contemplated by this Agreement.

3.2 Authority. All company actions necessary to be taken by or on the part of Buyer in connection with the transactions contemplated by this Agreement have been duly and validly taken, and this Agreement has been duly and validly authorized, executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with and subject to its terms.

3.3 No Conflicts. Neither the execution, delivery and performance by Buyer of this Agreement nor the consummation by Buyer of the transactions contemplated hereby will: (a) conflict with or violate the certificate of formation, charter or operating agreement of Buyer; or (b) violate any judgment, decree, order, statute, rule or regulation applicable to Buyer.

3.4 Brokers. There is no broker or finder or other person entitled to a commission or brokerage fee or payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement of or action taken by Buyer.

3.5 Approvals and Consents. The execution, delivery and performance by the Buyer of this Agreement and the consummation by it of the transactions contemplated hereby will not

require any consent, permit, license or approval of, or filing with or notice to, any person, entity or governmental or regulatory authority under any provision of law applicable to Buyer or any contract or other agreement to which Buyer is a party.

3.6. Buyer's Ability. Buyer owns assets and/or has secured financing in an amount sufficient to enable it to pay the balance of the Purchase Price on the Closing Date as described in Section 1.4 hereof.

ARTICLE 4: COVENANTS OF SELLER

4.1 Operation of the Business.

Seller covenants and agrees that from the date hereof until the completion of the Closing:

(a) Seller shall continue to operate the Business, to the best of Seller's ability under the present circumstances, and to the extent possible in a manner consistent with past practice, and shall use commercially reasonable efforts to preserve the business organization of the Business intact, retain substantially as present the Business's employees, consultants and agents, and preserve the goodwill of the Business's suppliers, advertisers, customers and others having business relations with it.

(b) Seller shall keep its books and accounts, records and files in the usual and ordinary manner in which the Business has been conducted to date.

(c) Nothing contained in this Agreement shall give Buyer any right to control the operations or any other matter relating to the Business prior to the Closing Date, and Seller shall have complete control of the operations and all other matters relating to the Business up to the Closing Date subject only the terms and conditions set forth in the Equipment and Services Agreement between the Parties.

(d) Seller shall maintain the Tangible Personal Property in the ordinary course of business, and maintain in effect its current casualty and liability insurance on the Business Assets.

(e) Prior to the Closing Date, Seller shall not, without the prior written consent of Buyer:

(i) sell, lease, transfer, or agree to sell, lease or transfer, any Business Assets except in the ordinary course of business;

(ii) renew, renegotiate, modify, amend or terminate any existing time sales contracts with respect to the Business, except in the ordinary course of business;

(iii) enter into, renew or amend any other Contract with respect to the Business, except in the ordinary course of business; or

(iv) enter into any barter or trade contracts that are prepaid, or any contract with an Affiliate of Seller.

4.2 Consents. The Parties shall use commercially reasonable efforts to obtain all of the consents noted on Schedule 4.2 hereto. If the Parties do not obtain a consent required to assign a Business Contract hereunder, Buyer shall not be required to assume such contract.

4.3 Notice of Proceedings. Seller will promptly notify Buyer in writing upon: (a) becoming aware of any order or decree or any complaint praying for an order or decree restraining or enjoining the consummation of this Agreement or the transactions contemplated hereunder; or (b) receiving any notice from any governmental department, court, agency or commission of its intention (i) to institute an investigation into, or institute a suit or proceeding to restrain or enjoin, the consummation of this Agreement or such transactions, or (ii) to nullify or render ineffective this Agreement or such transactions if consummated.

4.4 Bankruptcy Matters. Seller agrees to cooperate with any reasonable request made by Buyer in connection with its efforts to secure the entry of the Sale Order, including, without limitation, making officers and other principals of the Seller and its affiliates available for testimony before the Bankruptcy Court. Seller shall fully comply with all applicable bankruptcy rules related to the sale of the Assets and assignment of contracts and agreements including, but not limit to proper notice of the sale to all of Seller's creditors and other parties in interest.

4.5 Non-Compete/Non-Solicitation. Seller agrees that (i) during the two (2) year period following the Closing Date, Seller shall not engage in the business of providing video integration services or other similar services in the States of New Jersey, New York and Pennsylvania and (ii) during the one (1) year period following the Closing Date Seller shall, if requested in writing by Buyer, (a) take such actions as Buyer may reasonably request, including the imposition of legal proceedings, to enforce, at Buyer's cost and expense (including, without limitation, all attorney's fees, costs and expenses incurred by the Seller), the rights of Seller under any non-compete or non-solicitation provisions contained in agreement between Seller and any shareholder, former shareholder, employee or former employee of the Seller ("**Enforcement Action**") and (b) assign to Buyer all rights to damages and settlement amount received pursuant to such actions. Buyer shall indemnify, defend and hold Seller and its respective successors and assigns, harmless from and against any cross claims and/or counter-claims and any related actions and damages, fines, penalties or other losses arising from, related to or in connection with an Enforcement Action.

#### ARTICLE 5: COVENANTS OF BUYER

Buyer covenants and agrees that from the date hereof until the completion of the Closing:

5.1 Representations and Warranties. Buyer shall give detailed written notice to Seller promptly upon learning of the occurrence of any event that would cause or constitute a breach or would have caused a breach had such event occurred or been known to Buyer prior to the date hereof, of any of the representations and warranties of Buyer contained in this Agreement.

5.2 Confidentiality. Any and all information, disclosures, knowledge or facts regarding Seller, the Business and their operation and properties derived from or resulting from Buyer's acts or conduct (including without limitation acts or conduct of Buyer's officers, employees,

accountants, counsel, agents, consultants or representatives, or any of them) under the provisions of Section 4.2 hereof shall be confidential and shall not be divulged, disclosed or communicated to any other person, firm, corporation or entity, except for Buyer's attorneys, accountants, investment bankers, investors and lenders, and their respective attorneys on a need to know basis for the purpose of consummating the transactions contemplated by this Agreement.

5.3 Fulfillment of Conditions. Buyer covenants and agrees with Seller that Buyer will execute and deliver at the Closing each document that Buyer is hereby required to execute and deliver as a condition to the Closing, and that, at all times from and after the date hereof under the Closing, Buyer will take all commercially reasonable steps necessary or desirable and proceed diligently and in good faith to satisfy each other condition to the obligations of Seller contained in this Agreement and will not take or fail to take any action that could reasonably be expected to result in the nonfulfillment of any such condition.

5.4 Bankruptcy Matters. Buyer agrees to cooperate with any reasonable request made by Seller in connection with their efforts to secure the entry of the Sale Order, including, without limitation, making officers and other principals of the Buyer and its affiliates available for testimony before the Bankruptcy Court. Without limiting the generality of the foregoing, Buyer shall promptly deliver to Seller such financial or other information as may be reasonably requested by Seller or the Bankruptcy Court.

5.5 Records of Seller.

(a) Buyer agrees to preserve and keep the Files and Records and any other records of Seller delivered to it hereunder for a period of two (2) years from the Closing Date; and

(b) Buyer agrees to provide access to the Files and Records to the Seller and Seller's Professionals, and any other debtor estate fiduciaries, appointed in the Seller's Bankruptcy Case upon reasonable notice. Seller shall reimburse Buyer for any actual out of pocket expense incurred related to its cooperation to access said records.

ARTICLE 6: OPERATION OF THE BUSINESS PRIOR TO CLOSING

6.1 Access to Records and Facilities of Seller. From and after the date of this Agreement until the Closing Date, unless and to the extent otherwise prohibited under applicable law, Seller shall, upon reasonable advance notice, afford to Buyer's managers, officers, independent public accountants, counsel, lenders, consultants and other representatives, reasonable access during normal business hours to any of Seller's facilities and all records relating to the Business, the Business Assets and/or any other matter that is subject to this Agreement.

6.2 Ordinary Course of Business. Unless Buyer otherwise consents, subject to the requirements of and obligations imposed upon Seller as a debtor-in-possession under the Bankruptcy Code, during the period prior to the Closing Date, Seller shall use its commercially reasonable efforts, under the present circumstances, to operate the Business only in the ordinary course, and, consistent with such operation, shall use commercially reasonable efforts to preserve intact the Business, its goodwill and its relationships with employees, contractors, customers, vendors, suppliers, lessors and other persons having dealings with it and to protect and preserve all of the Business Assets.

### 6.3 Approval of Sale.

(a) Bidding Procedures. No later than February 4, 2020, Seller shall institute bankruptcy proceedings through the filing of a voluntary petition under Chapter 11 of the Code. Within seven (7) days of filing the Petition, Seller shall file one or more motions with the Bankruptcy Court seeking entry of an order (the "**Sale Order**") that: (i) establishes a sale hearing date (the "**Sale Hearing Date**") no later than March 6, 2020; (ii) establishes deadlines and procedures (collectively the "**Bidding Process**") for Buyer, Seller, and other interested parties to follow in completing due diligence, and negotiating this Agreement, submitting competing bids for the Assets acceptable to the successful bidder; (iii) establishes minimum bidding increments of no less than \$50,000.00 and (iv) approves an expense reimbursement of \$75,000.00 payable to Buyer in the event, and at the time, that all or a substantial portion of Seller's business or assets are sold, transferred, assigned or otherwise disposed of (including through the confirmation of a plan of reorganization), for any reason whatsoever, in a manner inconsistent with the terms of this Agreement; provided that the failure of the transactions contemplated hereby are not the result of a material breach by Buyer. The Sale Order will establish bid procedures in form and substance reasonably acceptable to the Buyer and will provide that any competing bidders be required to submit to Seller no later than February 28, 2020: (i) a purchase agreement similar to this Agreement (with a markup showing the differences between the purchase agreement and this Agreement) with a purchase price at least \$250,000.00 higher than the Purchase Price (the "**Bid Purchase Price**"); (ii) proof similar to that provided by Buyer that the competing bidder is qualified to bid; (iii) a deposit of at least ten percent (10%) of the Bid Purchase Price; and (iv) a sale auction date of March 3, 2020. Changes in the Bidding Procedures are subject to Buyer's consent, not to be unreasonably withheld or delayed.

(b) Sale Motion. Seller shall file a motion with the Bankruptcy Court (the "**Sale Motion**") requesting the entry of the Sale Order which (i) approves the sale of the Business Assets on the terms and conditions set forth in this Agreement and authorizes the Seller to proceed with this transaction (ii) includes a specific finding that Buyer is a good faith purchaser of the Business Assets and is entitled to the protections of 11 U.S.C. §363 (m), and (iii) states that the sale of the Business Assets to the Buyer shall be free and clear of: (a) all Liens whatsoever (except as expressly provided in this Agreement) and (b) any and all successor liability claims and causes of action, whether based upon statute, common law or equity, and (iv) approves the Seller's assumption and assignment of the Assumed Leases and Assigned Contracts, pursuant to Section 365 of the Bankruptcy Code. Following the filing of the Sale Motion, the Seller shall use good faith efforts to obtain entry of the Sale Order no later than March 6, 2020. Both Seller's and Buyer's obligations to consummate the transactions contemplated by this Agreement shall be conditioned upon the Bankruptcy Court's entry of the Sale Order.

6.4 Further Actions. Buyer and Seller each agree to use all commercially reasonable efforts to take all actions and to do all things necessary, proper and advisable to consummate the transactions contemplated by this Agreement by the Closing Date.

6.5 Schedules. Seller shall promptly prepare and deliver to Buyer, no later than 5:00 p.m. Eastern Standard Time on February 19, 2020, all of the Schedules to this Agreement, provided that the delivery of such Schedules shall be subject to Buyer's approval and acceptance of each Schedule in its sole reasonable discretion.

ARTICLE 7: CONDITIONS TO THE OBLIGATIONS OF SELLER

The obligations of Seller under this Agreement are, at its option, subject to the fulfillment or waiver by Seller of the following conditions prior to or on the Closing Date:

7.1 Representations, Warranties and Covenants.

(a) Each of the representations and warranties of Buyer contained in this Agreement shall have been true and correct in all material respects as of the date when made and shall be deemed to be made again on and as of the Closing Date and shall then be true and correct, except to the extent changes are permitted or contemplated pursuant to this Agreement.

(b) Buyer shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) Buyer shall have furnished Seller with a certificate, dated the Closing Date and duly executed by an officer authorized on behalf of Buyer to give such a certificate, to the effect that the conditions set forth in Sections 7.1(a) and (b) have been satisfied.

7.2 Proceedings.

(a) Neither Seller nor Buyer shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

(b) In the event such a restraining order or injunction is in effect, this Agreement may not be abandoned by Seller pursuant to this Section 7.2 prior to the Final Closing Date, but the Closing shall be delayed during such period. This Agreement may be abandoned after the Final Closing Date if such restraining order or injunction remains in effect.

7.3 Deliveries. Buyer shall have complied with each and every one of its obligations set forth in Section 7.2.

7.4 Bankruptcy Court Approval. The Sale Order authorizing a sale of the Business Assets, and assumption and assignment of the Assumed Contracts, to the Buyer shall have been entered, which order shall not be stayed.

7.5 New Jersey Bulk Sale Compliance. The Bankruptcy Court shall have excused compliance in all respects, with Section 22(c) of the New Jersey State Sales and Use Tax Act immediately following the issuance of the Sale Order by the Bankruptcy Court.

7.6 Employment Agreement. David Berlin shall have entered into a written employment agreement with Buyer, on such terms and conditions as shall be mutually acceptable to all parties, and which shall contain such other standard and customary provisions as shall be agreed upon by the parties thereto.

ARTICLE 8: CONDITIONS TO THE OBLIGATIONS OF BUYER



The obligations of Buyer under this Agreement are, at its option, subject to the fulfillment of the following conditions prior to or on the Closing Date:

8.1 Representations, Warranties and Covenants.

(a) Each of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all material respects as of the date when made and shall be deemed to be made again on and as of the Closing Date and shall then be true and correct except to the extent changes are permitted or contemplated pursuant to this Agreement.

(b) Seller shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) Seller has not lost more than 25% of its employees from Effective Date until Closing Date.

(d) Seller shall have furnished Buyer with a certificate, dated the Closing Date and duly executed by Seller to the effect that the conditions set forth in Sections 8.1(a), (b), and (c) have been satisfied.

(e) Seller shall have delivered to Buyer all of the Schedules to this Agreement which shall be subject to Buyer's approval and acceptance in its sole discretion.

8.2 Proceedings.

(a) No action, suit or other proceeding shall be pending before any court, tribunal or Government Entity seeking or threatening to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or seeking to obtain material damages in respect thereof, or involving a claim that consummation thereof would result in the violation of any Law, decree or regulation of any Government Entity having appropriate jurisdiction.

(b) Neither Seller nor Buyer shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

(c) In the event such a restraining order or injunction is in effect, this Agreement may not be abandoned by Buyer pursuant to this Section 8.2 prior to the Final Closing Date, but the Closing shall be delayed during such period. This Agreement may be abandoned after such date if such restraining order or injunction remains in effect.

8.3 Deliveries. Seller shall have complied with each and every one of its obligations set forth in Section 9.1.

8.4 Required Consents. The Parties shall have obtained all of the Required Consents.

8.5 Bankruptcy Court Approval. The Sale Order authorizing a sale of the Business Assets to the Buyer shall have been entered, which order shall not be stayed.

8.6 Approval of Assignment and Assumptions. The Bankruptcy Court shall have entered the orders approving the assignment and assumption of the Assumed Contracts and Assumed Leases to be assumed as of the Closing Date, in form and substance reasonably acceptable to Buyer, and such orders shall not have been stayed as of the Closing Date.

8.7 Cures and Adequate Assurance. Seller shall have cured all defaults under the Assumed Contracts and Assumed Leases to be assumed as of the Closing Date and provided adequate assurance of the Buyer's future performance of such Assumed Contracts and Assumed Leases to be assumed as of the Closing Date in compliance with Section 365 of the Bankruptcy Code.

8.8 Employment Agreement. David Berlin shall have entered into a written employment agreement with Buyer, on such terms and conditions as shall be mutually acceptable to both parties and David Berlin, and which shall contain such other standard and customary provisions as shall be agreed upon by the parties thereto.

8.9 Lease Agreement. Seller's landlord, Albert Berlin (the "Landlord") for the real property located at 7 Veronica Avenue, Franklin Township, NJ 08873 shall have entered into a lease agreement mutually acceptable to the Landlord and Buyer.

The foregoing conditions are for the sole benefit of the Buyer and may be waived by the Buyer, in whole or in part, at any time and from time to time in the sole discretion of the Buyer. In the event that the Closing shall occur, all of the foregoing conditions shall be of no further force or effect from and after the Closing.

#### ARTICLE 9: ITEMS TO BE DELIVERED AT THE CLOSING

9.1 Deliveries by Seller. At the Closing, Seller shall deliver to Buyer duly executed by Seller or such other signatory as may be required by the nature of the document:

(a) bills of sale, certificates of title, endorsements, assignments, conveyance, transfer and assignment, in form and substance reasonably satisfactory to Buyer, sufficient to sell, convey, transfer and assign the Business Assets to Buyer free and clear of any Liens (other than the liabilities assumed herein) and to provide Buyer with title thereto; and

(b) the certificate referred to in Section 8.1(d).

9.2 Deliveries by Buyer. At the Closing, Buyer shall deliver to Seller:

(a) The Purchase Price, which shall be paid in the manner specified in Section 1.4, and any Cure Costs;

(b) an instrument or instruments of assumption of the Assumed Contracts, and the Real Property Lease, to be assumed and assigned to Buyer pursuant to this Agreement;

(c) certified copies of resolutions, duly adopted by the Board of Directors of Buyer, which shall be in full force and effect at the time of the Closing, authorizing the execution,

delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby; and

(d) the certificate referred to in Section 7.1(c).

#### ARTICLE 9A: POST CLOSING COVENANTS

##### 9A.1 Employee Matters.

(a) Buyer may offer employment to those of Seller's employees (each an "**Employee**"). Any such offer shall be for employment as new employees of Buyer (subject to any applicable probation period not prohibited by law) to occupy positions designated by Buyer and pursuant to the terms and conditions determined by Buyer in its sole discretion. Buyer will assure that all of Seller's employees who are hired by Buyer shall have uninterrupted health insurance coverage, either through COBRA in which event Buyer shall pay that portion of the premiums currently paid by Seller or by adding such employees to Buyer's coverage pursuant to its normal and customary terms and arrangements.

(b) Seller agrees to make available to Buyer, to the fullest extent permitted by law, all information and materials requested by Buyer from the personnel files of each employee of Seller who shall have elected to accept employment with Buyer.

9A.2 Name Change. Promptly after Closing, Seller shall file with the Secretary of State of New Jersey and any similar officer or office of any other state in which Seller is qualified to do business as a foreign corporation, such articles of amendment or other filings as may be necessary or advisable to remove the term "Video Corporation of America" (or any variation thereof) from Seller's name in the State of New Jersey or any other such state(s).

#### ARTICLE 10: MISCELLANEOUS

10.1 (a) Termination. This Agreement may be terminated at any time prior to Closing: (a) by the mutual consent of Seller and Buyer; (b) by any party hereto if the Bankruptcy Court has denied the approvals contemplated by this Agreement in an order which has become final and unappealable; (c) intentionally omitted; (d) by Buyer if Seller have failed to cure a material breach of any of its representations, warranties or covenants under this Agreement within five (5) calendar days after it receives notice from Buyer of such breach; (e) by Buyer if either Buyer or Seller is informed prior to the Closing Date from Key Customers representing more than 25% of forecasted revenues (as calculated by revenue set forth on confidential schedule 2.14) that such Key Customers do not intend to do further business as customers of Buyer after the Closing; (f) by Buyer if, on the Closing Date, Seller's outstanding accounts receivables are less than \$3,325,000, which shall exclude YTC Priority Collateral as defined in the Master Purchase Agreement and Intercreditor Agreement; provided, however, that Seller shall have the option of reducing the purchase price, on a dollar for dollar basis, between the accounts receivable at closing and \$3,325,000 and if Seller opts for such a reduction, Buyer shall not have a right of termination under this subsection (f); (g) by Seller, if on the Closing Date Buyer has failed to satisfy the conditions set forth in Section 7.1 or 7.5; (h) by Seller if Buyer has failed to cure a material breach of any of its representations, warranties or covenants under this Agreement within five (5) calendar days

after it receives notice from Seller of such breach; (i) by Buyer or Seller if any governmental or regulatory authority with jurisdiction over such matters shall have issued an order, decree, ruling or injunction restraining, enjoining or otherwise prohibiting the sale of the Business Assets hereunder and such order, decree, ruling or injunction shall have become final and non-appealable; (j) by Buyer if any Lien or Liens are filed after the Petition Date relating to amounts unpaid by Seller, which individually or in the aggregate exceed five hundred thousand dollars \$(500,000.00), and all such Liens are not discharged prior to the Closing. or (k) by Buyer if Seller has failed to fully perform and satisfy its covenant under Section 6.5 A termination pursuant to this Section 10.1 shall not relieve any party of any liability it would otherwise have for a breach of this Agreement.

(b) Effect of Termination. If this Agreement is terminated prior to Closing in accordance with Section 10.1, this Agreement shall become null and void and of no further force and effect, without any Liability or obligation on the part of any party, other than the provisions of: (i) this Section 10.1(b) (Effect of Termination); 6.3(a)(iv) (Expense Reimbursement), 11.3 (Notices), 11.6 (Entire Agreement), 11.2 (Amendment and Modification), 10.2 (Expenses), 11.5 (Applicable Law) and 11.9 (Bankruptcy Court Jurisdiction), which provisions shall survive such termination. In connection with any termination of this Agreement, each party shall use its commercially reasonable efforts to cause all filings, applications and other submissions made by such party to any Government Entity or Person pursuant to this Agreement, to the extent practicable, to be withdrawn from such Government Entity or Person to which made.

10.2 Expenses. Except as otherwise agreed to pursuant to the terms of this Agreement, each party hereto shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement, including without limitation, accounting and legal fees incurred in connection herewith; specifically, Buyer shall bear all costs and expenses, including any transfer Taxes, relating to or having to do with the removal, disconnection, reconnection transfer, relocation, shipping and/or delivery of the Business Assets to its offices or other business locations either before or after the Closing Date.

10.3 Remedies Cumulative. The remedies provided in this Agreement shall be cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of any other remedies against the other party hereto.

10.4 Further Assurances. From time to time prior to, on and after the Closing Date, each party hereto will execute all such instruments and take all such actions as any other party shall reasonably request, without payment of further consideration, in connection with carrying out and effectuating the intent and purpose hereof and all transactions contemplated by this Agreement, including without limitation the execution and delivery of any and all confirmatory and other instruments in addition to those to be delivered on the Closing Date, and any and all actions which may reasonably be necessary to complete the transactions contemplated hereby. The parties shall cooperate in all reasonable respects with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement.

10.5 Public Announcements. Prior to the Closing Date, no party shall, without the approval of the other party hereto, make any press release or other public announcement

concerning the transactions contemplated by this Agreement, except (i) to announce it has been entered into, and (ii) as and to the extent that such party shall be so obligated by law, in which case such party shall give advance notice to the other party and the parties shall use their best efforts to cause a mutually agreeable release or announcement to be issued.

10.6 Preservation of Records. Seller and Buyer shall preserve and keep in their possession all records held by them on and after the date hereof relating to the Business Assets for a period of two (2) years or such longer period as may be required by applicable law (provided, however, that in no event shall either party be required to preserve such records after the Bankruptcy Case is closed), and shall make such records and personnel available to the other party as may reasonably be required by such party, including in connection with any Tax returns, insurance claims or legal proceedings involving the Business Assets, or any governmental investigations of Seller or Buyer related to the Business Assets, or in order to enable Seller or Buyer to comply with their respective obligations hereunder and each other agreement, document or instrument contemplated hereby or thereby or otherwise, or to allow Seller to transition and conduct accounting and tax wind down activities; provided, further, that in no event shall any party be obligated to provide any information the disclosure of which would jeopardize any privilege available to such party relating to such information or which would cause such party to breach a confidentiality obligation to which it is bound.

#### ARTICLE 11: GENERAL PROVISIONS

11.1 Assignability; No Third-Party Rights. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns. Unless otherwise agreed to between the parties pursuant to the terms of this agreement, no party may assign its rights or obligations under this Agreement without prior written consent of the other party, which consent shall not be unreasonably withheld, delayed, or conditioned; provided, however, that Buyer may without such approval (i) assign this agreement and its rights hereunder to an affiliate for purpose of consummating the transactions contemplated by this Agreement and (ii) assign this Agreement and any of the provisions hereof for collateral security purposes to any lenders providing financing to Buyer; provided further, however, that notwithstanding any such assignment, Buyer shall remain liable under this Agreement. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

11.2 Amendments; Modifications, Waivers. The terms, covenants, representations, warranties and conditions of this Agreement may be changed, amended, modified, waived, or terminated only by a written instrument executed by the party waiving compliance. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right of such party at a later date to enforce the same. No waiver by any party of any condition or the breach of any provision, term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

11.3 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (which shall include notice by email) and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, addressed as set forth below, in any case with a simultaneous copy by email:

(a) if to Seller, then to: Video Corporation of America, Inc.  
7 Veronica Avenue  
Franklin Township, New Jersey 08873  
Attention: David Berlin

With a copy (which, alone, shall not constitute notice) to:

Norman D. Kallen, Esq.  
Brown Moskowitz & Kallen, P.C.  
180 River Road  
Summit, New Jersey 07901  
Email: [nkallen@bmk-law.com](mailto:nkallen@bmk-law.com)  
Tel.: 973-376-0909  
Facsimile: 973-376-0903

Daniel M. Stolz, Esq.  
Wasserman Jurista & Stolz, P.C.  
110 Allen Road  
Suite 304  
Basking Ridge, New Jersey 07920  
Email: [dstolz@wjslaw.com](mailto:dstolz@wjslaw.com)  
Tel.: 973-467-2700  
Facsimile: 973-467-8126

The DAK Group  
195 Route 17 South  
Rochelle Park, New Jersey 07662  
Attention: Ari Fuchs, Managing Director  
Email: [afuchs@dakgroup.com](mailto:afuchs@dakgroup.com)  
Tel.: 201-478-5260

(b) if to Buyer, then to: YORK-VCA, LLC  
81 Corbett Way  
Eatontown, New Jersey 07724  
Attn: Ronald J. Gaboury,  
Judith M. Pulig & Kenneth Scaturro

With a copy (which alone, shall not  
Constitute notice) to:

Gerald P. Lally, Esq.  
Giordano Halleran & Ciesla, PC  
125 Half Mile Road, Suite 300  
Red Bank, NJ 07701  
Tel: 732-219-5494  
E-Mail: [Glally@ghclaw.com](mailto:Glally@ghclaw.com)

(c) if to Guarantor, then to;

York Telecom Corporation  
81 Corbett Way  
Eatontown, New Jersey 07724  
Attn: Ronald Gaboury

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

Donald F. Campbell, Jr., Esq.  
Giordano Halleran & Ciesla, PC  
125 Half Mile Road, Suite 300  
Red Bank, NJ 07701  
Tel: 732-219-5494  
E-Mail: [Dcampbell@ghclaw.com](mailto:Dcampbell@ghclaw.com)

Any party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice.

11.4 Captions: Interpretation. The captions of Articles and Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

11.5 Governing Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to principles of conflicts of laws.

11.6 Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof, and supersedes all prior agreements, understandings, inducements or conditions, express or implied, oral or written, relating to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof. This Agreement has been prepared by all of the parties hereto, and no inference of ambiguity against the drafter of a document therefore applies against any party hereto. Notwithstanding the preceding, the Buyer and Seller are presently negotiating the terms of and may enter into a separate agreement regarding the supply of services and equipment to customers of Seller on an interim basis following the execution of this Agreement but prior to the Closing Date.

11.7 Counterparts: Electronic Copies. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose

signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Signed facsimile or other electronic copies of this Agreement shall legally bind the Parties to the same extent as original documents.

11.8 Severability. Should any term, provision or paragraph of this Agreement be determined to be illegal or void or of no force and effect, the balance of the Agreement shall survive except that, if Buyer cannot acquire and Seller cannot sell substantially all of the Business Assets or assign the Assumed Leases, either party may terminate this Agreement, and it shall be of no further force and effect, unless both parties agree in writing to the contrary.

11.9 Bankruptcy Court Jurisdiction. BUYER AND SELLER AGREE THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO (A) THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT OR ANY ANCILLARY DOCUMENT EXECUTED PURSUANT HERETO; AND/OR (B) THE BUSINESS ASSETS AND/OR ASSUMED LIABILITIES.

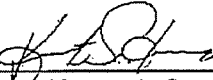
[SIGNATURE PAGE FOLLOWS]



SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

BUYER: YORK-VCA, LLC

By:   
Name: Kenneth Scaturro  
Title: President

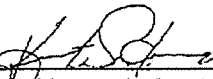
SELLER: VIDEO CORPORATION OF AMERICA, INC.

By: \_\_\_\_\_  
Name: David Berlin  
Title: President

JOINDER

IN WITNESS WHEREOF, York Telecom Corporation joins as a party to the Asset Purchase Agreement (the "APA") by and among Video Corporation of America and York-VCA, LLC, dated as of February 14, 2020 only with respect to Sections 1.4A, 11.3, 11.5 and 11.9 of the APA.

YTC: YORK TELECOM CORPORATION

By:   
Name: Kenneth Scaturro  
Title: President

Docs #4209072-v1

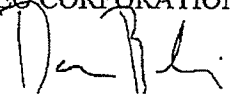
SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

BUYER: YORK-VCA, LLC

By: \_\_\_\_\_  
Name: Kenneth Scaturro  
Title: President

SELLER:

VIDEO CORPORATION OF AMERICA,  
INC.   
By: \_\_\_\_\_  
Name: David Berlin  
Title: President

JOINDER

IN WITNESS WHEREOF, York Telecom Corporation joins as a party to the Asset Purchase Agreement (the "APA") by and among Video Corporation of America and York-VCA, LLC, dated as of February 14, 2020 only with respect to Sections 1.4A, 11.3, 11.5 and 11.9 of the APA.

YTC: YORK TELECOM CORPORATION

By: \_\_\_\_\_  
Name: Kenneth Scaturro  
Title: President

Docs #4209072-v1

**SCHEDULE 1.1(f)**


**Intangible Property**

**ATTACHED AND BELOW**

Customer lists, trademarks, trade names, service marks, copyrights, logotypes, telephone numbers, facsimile numbers, URLs, internet web sites, including without limitation all internet Domain leases and Domain names of the Business, IP addresses, the unrestricted right to the use of HTML content located and publicly accessible from those Domain names, and the "visitor" e-mail database for those sites and other intangible rights as set forth in the APA

VIDEO CORPORATION OF AMERICA IP

**TRADEMARKS**

<u>Trademark</u>	<u>Registration No.</u>	<u>Status</u>
	1,708,701	Renewed  Next renewal due 8/18/2022

**PATENTS**

<u>Patent</u>	<u>Patent No.</u>	<u>Status</u>
Ordering terminal	4,300,040	Issued 11/10/1981  Inventors: George Gould, Eric Steinberg  Assignee – Video Corporation of America
Vending ordering terminal	4,414,467 (This is a continuation in part of Ser. No. 093,085 filed Nov. 13, 1979, now U.S. Patent No. 4,300,400 issued Nov. 10, 1981)	Issued 11/8/1983  Inventors: George Gould, Eric Steinberg  Assignee – Video Corporation of America

**COPYRIGHTS**

<u>Copyright Number/Copyright Document Number</u>	<u>Title</u>	<u>Date</u>	<u>Description</u>
V3580D848	AutoCAD 2009 and user assistance cue cards & 83 other titles	2009	Recorded Security Agreement  Date of Execution: eff. As of 2/1/07; 1/15/06; date of cert.: 5/8/09

			<p>Party 1: Video Corporation of America</p> <p>Party 2: Autodesk, Inc.</p>
PA0000374739	Baseball fun and games, / produced and directed by Alex Mackenzie	1980	<p>Reg. Date: 4/8/88</p> <p>Copyright Claimant: VidAmerica, Inc.</p> <p>Date of Creation: 1980</p> <p>Authorship on Application: Video Corporation of America, employer for hire</p> <p>Basis of Claim: New Matter: narration; compilation &amp; editing of preexisting footage</p>
V2352P469	Baseball fun and games, 1980 & 1 other title	1988	<p>Recorded Document</p> <p>Date of Execution: 12/9/86</p> <p>Assignment</p> <p>Party 1: Video Corporation of America</p> <p>Party 2: Vidamerica, Inc.</p>
PA0000374740	The Greatest Comeback Ever / producer, Jody Shapiro; director, Alec Mackenzie	1979	<p>Reg. Date: 4/8/88</p> <p>Copyright Claimant – VidAmerica, Inc.</p> <p>Date of creation: 1979</p> <p>Authorship on Application – Video Corporation of America, employer for hire</p> <p>Basis of Claim: New matter; narration; compilation &amp; editing of preexisting footage</p>

TX0002431100	The "TLC" Way of Training Your Dog: Date book	1988	Reg. Date: 10/18/88 Copyright Claimant – Video Corporation of America Date of creation: 1988
PA0000401285 (videocassette)	The TLC Way of Training Your Dog / produced by Video Corporation of America and Cabin Fever Ent.; producer, Bill Frederick; director, Ken Ritchey	1988	Reg. Date: 8/10/88 Copyright Claimant – Herbert J. Gigandet Authorship on Application – Herbert J. Gigandet Date of creation: 1988
TX0002427776	The "TLC" Way of Training Your Dog: special tips / by Martha LaBagh	1988	Reg. No. 10/18/88 Copyright Claimant – Video Corporation of America Authorship on application – Video Corporation of America, employer for hire Date of creation: 1988
TX0004559441	Video Corporation of America 1997 presentation product catalog	1997	Reg. Date: 5-22-97 Copyright Claimant: Daniels Publishing Group (employer for hire) Basis of claim: New Matter; additions and revised compilations

Docs #4121584-v1