

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Asset Purchase Agreement (redacted)		
RESUBMIT DOCUMENT ID:	900551648		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A. Cook Associates, Inc.		01/13/2017	Corporation: VERMONT
RECEIVING PARTY DATA			
Name:	SERVICECHANNEL.COM, INC.		
Street Address:	18 E 16th Street, Floor 2		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1680170	STORE SERVICES SOFTWARE	
CORRESPONDENCE DATA			
Fax Number:	6173957070		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-395-7019		
Email:	alhtrademarks@lalaw.com		
Correspondent Name:	Ann Lamport Hammitte		
Address Line 1:	60 State Street, 23rd Floor		
Address Line 2:	LANDO & ANASTASI, LLP		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	S2235-4003		
NAME OF SUBMITTER:	Ann Lamport Hammitte		
SIGNATURE:	//alh//		
DATE SIGNED:	06/18/2020		
Total Attachments: 23			
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ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this "Agreement"), is entered into as of January 13, 2017 by and among A. Cook Associates, Inc., a Vermont corporation ("Seller"), Andrew Cook, the sole stockholder (the "Key Employee" and the "Stockholder"), and ServiceChannel.com, Inc., a Delaware corporation ("Buyer"). Buyer, Seller, the Stockholder and the Key Employee are referred to herein collectively as the "Parties" or individually as a "Party."

WHEREAS, subject to the terms and conditions hereof, Seller desires to sell, assign, transfer and convey certain assets set forth herein to Buyer and Buyer desires to purchase and acquire said assets of Seller for the consideration specified herein.

NOW, THEREFORE, in order to consummate said purchase and sale and in consideration of the mutual agreements set forth herein, the Parties hereto agree as follows:

SECTION 1 - PURCHASE AND SALE OF ASSETS

1.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

(a) "Assets" means the assets and properties of every kind, nature, character and description (whether personal or mixed, whether tangible or intangible, whether absolute, accrued, contingent, fixed or otherwise and wherever situated), including the goodwill related thereto, operated, owned or leased by Seller.

(b) "Closing Date" means the date hereof or such later date as may be fixed by mutual agreement of Buyer and Seller.

(c) "Code" means the United States Internal Revenue Code of 1986, as amended, and the Treasury regulations (final and temporary) promulgated thereunder and the administrative pronouncements issued by the Internal Revenue Service relating thereto.

(d) "Contract" means any written, oral or other legally binding agreement, contract, understanding, arrangement, instrument, note, guaranty, indemnity, representation, deed, assignment, power of attorney, certificate, purchase order, work order, insurance policy, benefit plan, commitment covenant, assurance or undertaking of any nature.

(e) "Encumbrance" means, with respect to any asset, any mortgage, deed of trust, lien, pledge, charge, security interest, title-retention device, conditional sale or other security arrangement, collateral assignment, claim, charge, adverse claim of title, ownership or right to use, restriction or other encumbrance of any kind in respect of such asset (including any restriction on (i) the transfer or receipt of any income derived from any asset, (ii) the use of any asset, and (iii) the possession, exercise or transfer of any other attribute of ownership of any asset).

(f) "First Anniversary" means the first anniversary of the Closing Date.

(g) "Intellectual Property" means any and all rights in or affecting intellectual or industrial property or other proprietary rights, existing now or in the future in the United States or anywhere in the universe, including without limitation: (A) all trademarks, service marks, trade names, URLs, Internet domain names, and other source indicators, including any common law rights, registrations, applications and renewals, together with all goodwill related to the foregoing; (B) all

copyrights and works of authorship, whether or not copyrightable (including Software); (C) all issued patents, reissued or reexamined patents, reissues, divisions, continuations, counterparts, renewals and extensions thereof; (D) all patent applications, including the right to file other or further applications, reexamination proceedings, and any patents that issue from any of the foregoing; (E) all proprietary and confidential information and materials, whether or not patentable or copyrightable, and whether or not reduced to practice, including all technology, ideas, inventions, know how, processes, formulae, technical data, designs, trade secrets, specifications, customer and supplier lists, user data, member profile and member account information, databases, computer programs, source code, object code, documentation, pricing and cost information, and all hardware, software and processes; (F) to the extent not covered by any of the foregoing, all precursors, portions and work in progress with respect thereto and all software and websites, including all content, text, graphics, images, audio, video, data, and Software included on or used to operate and maintain the Internet sites owned and/or operated by Seller in connection with the Seller Business, and server and traffic logs relating to such Internet sites; (G) all other intangible or proprietary rights now known or hereafter recognized in any jurisdiction; (H) all causes of action and rights to sue for past, present and future infringement or unconsented use of any of the foregoing intellectual and other proprietary rights set forth in the foregoing subsections (A) through (G), and all rights arising therefrom and pertaining thereto and all products, proceeds and revenues arising from or relating to any and all of the foregoing; and (I) all copies and tangible embodiments thereof, in each instance in whatever form or medium.

(h) “Liability” means, with respect to any Person, any liability or obligation of such Person whether known or unknown, whether asserted or unasserted, whether determined, determinable or otherwise, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether directly incurred or consequential, whether due or to become due and whether or not required under generally accepted accounting principles to be accrued on the financial statements of such Person.

(i) “Material Adverse Effect” means any material adverse effect on the business, assets (including intangible assets), liabilities, financial condition, property, or results of operations of Seller.

(j) “Person” means an individual, corporation, partnership, limited liability company, limited liability partnership, association, trust or any other entity or organization.

(k) “Public Software” means (i) any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models, other than software that has been clearly and conspicuously released into the public domain by its copyright holders, and (ii) any software that requires as a condition of its use, modification and/or distribution that such software or other software incorporated into, derived from or distributed with such software: (A) be disclosed or distributed in source code form; (C) be licensed for the purpose of making derivative works; or (B) be redistributable at no charge, other than a nominal fee or copying charge. “Public Software” includes software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following (regardless of software license version): (1) GNU’s General Public License (GPL), Lesser/Library GPL (LGPL), or Affero General Public License, (2) the Artistic License (e.g., PERL), (3) the Mozilla Public License, (4) the Netscape Public License, (5) the Sun Community Source License (SCSL), (6) the Sun Industry Standards License (SISL), (7) the BSD License, (8) the Apache License, or (9) any other license that meets the Open Source Definition (www.opensource.org/osd.html) and/or Free Software Definition (www.gnu.org/philosophy/free-sw.html).

(l) “Software” means any and all computer programs, software (in object and source code) and databases in any form, including Internet web sites, web content and links, mobile applications, executable code, tools, developers kits, utilities, graphical user interfaces, menus, images, icons and forms, and all versions, updates, corrections, enhancements and modifications thereof, firmware, middleware, applications, API’s, HTML and other instructions used in connection with web browsers including web widgets, and other code used to instruct computers or mobile devices and all related algorithms, models and methodologies, files, all related documentation, developers notes, comments and annotations, and all other tangible embodiments thereof.

(m) “Tax” means (i) any federal, state, local or foreign tax, or other governmental assessment in the nature of a tax, impost or duty including, but not limited to, capital, franchise, excise, estimated, value-added, replacement, stamp, occupation, successor or similar taxes as well as taxes based on income, employment, property, sales or use tax (whether imposed directly or through withholding), including any interest, additions to tax, or penalties applicable thereto, (ii) any Liability for the payment of any amounts of the type described in clause (i) of this sentence as a result of being a member of an affiliated, consolidated, combined, unitary or aggregate group for any taxable period, and (iii) any Liability for the payment of any amounts of the type described in clause (i) or (ii) of this sentence as a result of being a transferee of or successor to any Person or as a result of any express or implied obligation to assume such Taxes or to indemnify any other Person.

(n) “Tax Return” means any federal, state, provincial, local or foreign Tax return, declaration, report, statement, schedule, attachment, notice, form, or information return (including any amendment to any of the foregoing) required to be filed with respect to Taxes including, but not limited to, any return, declaration, report, statement, schedule, attachment, notice, form, or information return related to taxes based on income, employment, property, sales or use tax.

1.2 Transfer, Assignment, and Assumption of Assets. Subject to the provisions of this Agreement, and except as otherwise excluded herein, Seller agrees to sell, assign, transfer and convey to Buyer, and Buyer agrees to purchase, acquire, and assume from Seller, all rights, title and interest in and to all of the Assets that are (i) owned by Seller or in which Seller has any interest of any type or nature and (ii) necessary to, or primarily used directly or indirectly in connection with, Seller’s “Store Services Software” Software (the “Purchased Software”) or the operation of the business associated therewith, as the Purchased Software existed and currently exists, and as such business was conducted and is currently conducted, on the Closing Date, free and clear of any and all Encumbrances whatsoever (the “Seller Business”), wherever located and whether or not reflected on the books of Seller (collectively, the “Purchased Assets”), including, without limitation, each Contract set forth on Exhibit A hereto (the “Assumed Contracts”) and all of the rights to and in all Intellectual Property that is (A) owned by Seller and (B) necessary to or primarily used directly or indirectly in, the current operation of the Seller Business, including the rights to the name “Store Services Software”, and including those items set forth on Exhibit B hereto, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions (collectively, the “Purchased Intellectual Property”). Notwithstanding the foregoing, (a) Buyer shall only assume the Assumed Contracts and shall not assume any other Contracts of Seller, regardless of whether such agreements may be necessary to or primarily used directly or indirectly in connection with the Seller Business; (b) Seller shall retain all of its leasehold improvements, Seller’s corporate name, the domain name “acookassociatesinc.com” and tangible personal property other than those items set forth on Exhibit D hereto; (c) Seller shall retain all of its cash, cash equivalents, and deposits and the right to retain any payments received by Seller after the Closing Date under the invoices listed on Exhibit A-1 (the “Invoices”). However, an amount equal to the cash, cash equivalents, and deposits derived from the Invoices that are payment for 2017 licenses or support (or

both) shall be deducted from the Closing Cash if received by Seller prior to the Closing Date and from the Second Payment if received by Seller after the Closing Date, as set forth below.

1.3 Liabilities. Buyer shall not assume any Liabilities or obligations of any nature of Seller and shall not, without limitation, assume any Liabilities of Seller related to the Seller's ownership and use of the Purchased Assets prior to the Closing Date (as defined below) other than the Assumed Contracts and the Liabilities associated therewith arising from and after the Closing Date.

1.4 Consideration; Closing.

(a) The closing of the transactions provided for in this Agreement (the "Closing") shall be held on the Closing Date via the remote exchange of documents and signature pages with original copies promptly forwarded to the other Parties as requested.

(b) In consideration of the sale, assignment, transfer, conveyance and delivery by Seller of the Purchased Assets and the agreements of Seller contained herein and in such other instruments and agreements contemplated hereby,

(i) Buyer shall pay to Seller by wire transfer of immediately-available funds to a single account designated by Seller in writing to Buyer the amount of [REDACTED] less the amount of payments received by Seller prior to, or on, the Closing Date pursuant to the Invoices (the "Closing Cash") on the Closing Date; and

(ii) Subject to Section 1.4(b)(iii) and the indemnification provisions of Section 6, Buyer shall pay to Seller by wire transfer of immediately-available funds to a single account designated by Seller in writing to Buyer the amount of [REDACTED] less the amount of payments received and retained by Seller after the Closing Date pursuant to the Invoices ("Second Payment") (together with the Closing Cash, the "Consideration") on the first anniversary of the Closing Date (the "First Anniversary").

(iii) Seller may request, subject to Buyer's consent (not to be unreasonably withheld), after the Closing Date that the Parties select a mutually-agreeable escrow agent to set up an escrow fund into which Buyer would deposit the Second Payment in monthly increments of [REDACTED] up to the full Second Payment amount (the "Escrow Funds"), provided, however, that the first such payment shall be the total amount that would have been deposited in monthly increments had the arrangement for Escrow Funds been in place on the Closing Date. Any such escrow fund would be subject to an escrow agreement mutually agreed to by the parties (the "Escrow Agreement"). Notwithstanding Section 1.4(b)(ii), if the Parties enter into an Escrow Agreement, the Second Payment will be made from the Escrow Funds.

(c) Seller agrees to take all actions reasonably requested by Buyer to minimize any sales, use and other transfer taxes and fees incurred in connection with the assignment, conveyance, transfer and/or delivery of the Purchased Assets hereunder, including, without limitation, the transfer via means of electronic transmission of all assets capable of being so transmitted. Seller further agrees to deliver all certificates reasonably requested by Buyer to verify the fact of such electronic transmissions or other actions.

1.5 Further Assurances; Moral Rights. Seller and Stockholder shall assist Buyer in every reasonable way, to evidence, record, perfect and otherwise effect the foregoing transfer, assignment and transactions contemplated hereunder, including without limitation promptly performing all acts necessary (a) to effect the transfer of the domain name, (b) to ensure that all users, members and data are effectively

transferred to Buyer, and (c) to perfect, obtain, maintain, and enforce any rights assigned. Seller and Stockholder hereby irrevocably designate and appoint Buyer as its or his agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and in Seller's or Stockholder's behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Seller or Stockholder. To the extent allowed by law, the assignment of Purchased Assets pursuant to this Agreement includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent Seller retains any such Moral Rights under applicable law, Seller hereby ratifies and consents to, and provides all necessary ratifications of and consents to, any action that may be taken with respect to such Moral Rights by, or authorized by, Buyer; Seller agrees not to assert any Moral Rights with respect thereto. Seller shall confirm any such ratifications, consents and agreements from time to time as requested by Buyer.

1.6 Allocation of Purchase Price. Within sixty (60) days after the Closing Date, Buyer shall prepare and provide to Seller for review a proposed allocation of the Consideration, together with the allocable portion of any assumed Liabilities and any other relevant items (and all other capitalized costs), among the Purchased Assets in accordance with Section 1060 of the Code and the Treasury Regulations thereunder (and any similar provision of state, local or foreign law, as appropriate) (the "Purchase Price Allocation"). Seller will review the proposed allocation and provide comments or corrections within fifteen (15) days of receipt of such proposal. Seller and Buyer will confer in good faith to resolve any dispute regarding allocation. Any subsequent adjustments to the allocable Consideration shall be reflected in the Purchase Price Allocation in a manner consistent with Treasury Regulation §1.1060-1. Buyer and Seller shall report, act and file Tax Returns (including IRS Form 8594) in all respects and for all purposes consistent with the Purchase Price Allocation as determined pursuant to this Section 1.6 and neither Buyer nor Seller shall take any position (whether in audits, tax returns or otherwise) that is inconsistent with the Purchase Price Allocation as finally determined pursuant to this Section 1.6 unless required to do so by applicable law.

SECTION 2 - REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as of immediately prior to the effectiveness of this Agreement and as of the Closing, except as set forth on the Schedule of Exceptions (the "Schedule of Exceptions") attached hereto as Exhibit C, as follows:

(a) Organization and Good Standing. Seller is a corporation, duly organized, validly existing and in good standing under the laws of the State of Vermont.

(b) Authority; Enforceability. Seller has all corporate power and authority to execute and deliver this Agreement and the agreements contemplated hereby to which Seller is a party (the "Related Agreements") and to perform its obligations hereunder and thereunder. The execution, delivery and performance of this Agreement and the Related Agreements have been duly and validly authorized by all necessary corporate or other actions of Seller. This Agreement and the Related Agreements constitute the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(c) No Conflicts; Compliance with Other Instruments. Seller is not, and neither the execution and delivery of this Agreement and the Related Agreements nor the consummation of the

transactions contemplated hereby and thereby will cause Seller to be, in violation or breach of, or default under any term of its organizational documents or any term or provision of any mortgage, indebtedness, indenture, contract, agreement, instrument, judgment or decree to which it is a party or by which it is bound, and to Seller's knowledge, Seller is not in violation of any order, federal or state statute, rule or regulation applicable to Seller.

(d) Capitalization of Seller. The authorized capital of Seller consists, and will consist immediately prior to the Closing, [REDACTED]. All outstanding Seller Common Stock is, and will be immediately prior to the Closing, held by the Stockholder.

(e) Assets. Seller is the sole owner of or has sufficient rights to all rights, title and interest in and to the Purchased Assets, and has good and marketable title to all of the Purchased Assets, free and clear of all Encumbrances, except as otherwise set forth on Schedule 2.1(e). The Purchased Assets are all of the Assets of Seller used by Seller to conduct the Seller Business as conducted immediately prior to the Closing Date and were sufficient for the conduct of the Seller Business immediately prior to the Closing Date. Other than as set forth in Schedule 2.1(e), Seller has not previously assigned, transferred, licensed, pledged, otherwise encumbered, or given any rights with respect to, any of the Purchased Assets, or any interest therein or any portion thereof, or agreed to do so.

(f) Intellectual Property.

(i) Schedule 2.1(f)(i) of the Schedule of Exceptions lists: (A) all Purchased Intellectual Property that is subject to any issuance, registration, application or other filing by, to or with any governmental entity or authorized private registrar in any jurisdiction, including registered trademarks, domain names, copyrights, issued and reissued patents, and pending applications for any of the foregoing ("Intellectual Property Registrations"), (B) with respect to such Intellectual Property Registrations, specifies, to the extent applicable, the title, application number, filing date, priority date, registration number, registration or issue date, and jurisdiction of filing; and (C) any filing, response, maintenances, or other deadlines with respect to any such Intellectual Property Registrations that may be due within ninety (90) days from the Closing Date in order to avoid prejudice to, impairment or abandonment of such Intellectual Property Registrations.

(ii) All Purchased Intellectual Property is, to Seller's knowledge, valid, subsisting, enforceable and in full force and effect. Seller owns all of the Purchased Intellectual Property free of all Encumbrances, except as otherwise provided in Exhibit C, and further provided that the foregoing is not a representation of non-infringement which is addressed in Section 2.1(f)(vi) below. No royalties or other fees are payable by Seller to any third parties with respect to any Purchased Intellectual Property. Other than as set forth in schedule 2.1(f)(ii), Seller has not agreed to indemnify any Person in connection with Seller's infringement of any Intellectual Property rights of any other Person. There are no restrictions on Seller's right to sell products owned by, or offer services provided by Seller in connection with or related to the Seller Business, or to transfer or license any Purchased Intellectual Property.

(iii) Seller has taken commercially reasonable actions to maintain, police and protect the Purchased Intellectual Property, its ownership, validity and/or value. Seller's employees and its consultants are the only individuals or entities who have contributed to the creation, invention, modification or improvement of any Purchased Intellectual Property purportedly owned by Seller, in whole or in part, and each such employee and consultant has signed a valid and enforceable written agreement pursuant to which he has assigned all of his rights in and to such Purchased Intellectual Property to Seller. Seller has taken commercially reasonable actions to ensure the trade secret status and confidentiality of its trade secrets and of any other proprietary information in connection with or related to

the Seller Business, and has not disclosed such trade secrets to any Persons without confidentiality protections. To the knowledge of Seller, no party to any such agreement is in breach thereof, and no Person has or is attempting to acquire knowledge of the trade secrets of Seller.

(iv) Schedule 2.1(f)(iv) of the Schedule of Exceptions lists all licenses, sublicenses and other agreements by or through which a Person (including Seller's Stockholder and affiliates) grants Seller exclusive or non-exclusive rights or interests in or to any Intellectual Property that is used in or held for use in connection with the Purchased Intellectual Property, excluding licenses for the use of generally commercially available "off-the-shelf" software and online services accessible pursuant to online terms of service ("Intellectual Property Licenses"). Seller has provided Buyer with true and complete copies of all such Intellectual Property Licenses. All such Intellectual Property Licenses are valid, binding and enforceable between Seller and the other parties thereto (except to the extent such enforceability may be limited by bankruptcy, reorganization, insolvency or similar laws of general applicability governing the enforcement of the rights of creditors or by the general principles of equity (regardless of whether considered in a proceeding at law or in equity)), and Seller is and, to Seller's knowledge, the other parties to such Intellectual Property Licenses are, in material compliance with the terms and conditions of such Intellectual Property Licenses. There are no outstanding disputes pending or threatened with respect to any Intellectual Property Licenses that have been brought to Seller's attention, and, to Seller's knowledge, no event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under such Intellectual Property Licenses or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder.

(v) Schedule 2.1(f)(v) of the Schedule of Exceptions lists all licenses, sublicenses, assignments, transfers and other agreements pursuant to which Seller has granted rights to any Person with respect to any Purchased Intellectual Property, excluding licenses for the use of generally commercially available "off-the-shelf" software and online services accessible pursuant to online terms of service. Seller has made available to or provided Buyer with true and complete copies of all such agreements. All such agreements are, to Seller's knowledge, valid, binding and enforceable between Seller and the other parties thereto (except to the extent such enforceability may be limited by bankruptcy, reorganization, insolvency or similar laws of general applicability governing the enforcement of the rights of creditors or by the general principles of equity (regardless of whether considered in a proceeding at law or in equity)), and Seller and, to Seller's knowledge, such other parties are in full compliance with the terms and conditions of such agreements.

(vi) Neither the operation of the Purchased Assets previously, presently and, presently proposed to be conducted by Seller nor the use by Seller of the Purchased Intellectual Property infringe, misappropriate, violate, impair or otherwise conflict with ("Infringe") any Intellectual Property of any Person, violate any right to privacy or publicity or constitute unfair competition or trade practices under the laws of any jurisdiction to which Seller is subject; and, to Seller's knowledge, the Purchased Intellectual Property is not being Infringed by any Person. Without limiting the generality of the foregoing (A) to Seller's knowledge there are no patents, published patent applications or other patent applications, that impede or limit or potentially impede or limit the current or contemplated operation of the Seller Business or use of the Purchased Intellectual Property by Seller; and (B) there is no claim, suit, action or proceeding pending or outstanding or, to Seller's knowledge, threatened (including cease and desist letters or invitations to take a license), that seeks to limit or challenge, or that concerns the ownership, use, validity, scope, registrability or enforceability of, any Purchased Intellectual Property, and Seller has received no written notice of the same. The Purchased Intellectual Property was developed independently and without misappropriation of any other Person's Intellectual Property.

(vii) Seller has taken reasonable and prudent steps to protect the Purchased Intellectual Property from infringement by any other Person. No other Person (A) has notified Seller that such Person is claiming any ownership of, or right to use, any of the Purchased Intellectual Property or (B) to Seller's knowledge, is infringing upon, violating or misappropriating such Purchased Intellectual Property in any way.

(viii) All Purchased Intellectual Property is owned exclusively by Seller, free of any claims or interests of third parties (including any current or former employees or employers of same). No other Person has any ownership interest in or exclusive right to use, any Purchased Intellectual Property, and the transactions contemplated hereby shall not grant to or allow any Person (other than Buyer) any ownership interest in, or the right to use, such Purchased Intellectual Property owned, in whole or in part, by Seller, or Buyer or any of their affiliates.

(ix) None of the Purchased Intellectual Property uses, incorporates, interacts with, is a derivative of or has embedded in it any source, object or other software code in such a manner that (A) would subject any proprietary source code of Seller to the terms of such open source license or (B) would otherwise require the public distribution of such proprietary source code or impose limitations on Seller's right to require payments in connection therewith.

(x) Schedule 2.1(f)(x) of the Schedule of Exceptions lists all agreements under which Intellectual Property owned by Seller in connection with or related to the Seller Business is subject to any agreement with any third party pursuant to which Seller has, or could be required to deposit into escrow such Intellectual Property or pursuant to which access to the source code of such Intellectual Property is or would be (pursuant to the terms of such agreement) granted to a third party. There has been no unauthorized disclosure of any of Seller's proprietary source code.

(xi) The Software (A) performs in all material respects in accordance with all documentation, marketing materials and other written specifications provided to Buyer or to users of the Software; and (B) the Software is free from any viruses, worms, backdoors, Trojan horses, or any other device or mechanism that is designed to cause the deletion or alternation of any data or information or would collect any personal information regarding any users (except as disclosed in any accompanying privacy policy).

(xii) Schedule 2.1(f)(xii) of the Schedule of Exceptions lists all Public Software that is used by Seller in the Purchased Assets, including, without limitation for the development, licensing, sales, use or support of the Purchased Intellectual Property, describes the manner in which such Public Software is used (such description shall include whether and how the Public Software was modified and/or distributed by the Seller) and identifies the licenses under which such Public Software is used. Seller's use, marketing, distribution, licensing and sale of the Purchased Intellectual Property and the conduct of the Seller Business as currently conducted by Seller, do not violate any license terms applicable to any Public Software. No Purchased Intellectual Property contains, is derived from or is distributed with Public Software that is licensed under any terms that (A) requires that Seller grant a license under its patent rights or that any Purchased Intellectual Property or any part thereof: (1) be disclosed or distributed in source code form, (2) be licensed for the purpose of making medication or derivative works, or (3) be redistributable at no charge; or (B) otherwise impose any material limitation, restriction, or the right or ability of Seller to use or distribute any Purchased Assets.

(g) Absence of Litigation, Claims and Orders. There is no claim, suit, action or proceeding pending or outstanding or threatened by any third party or by any governmental entity, (i) related to or affecting Seller, the Seller Business, the Purchased Assets or any of Seller's properties, rights or Assets (including cease and desist letters or requests for a license), (ii) challenging or seeking to

restrain or prohibit the consummation of the transactions contemplated by this Agreement or (iii) seeking to impose limitations on the ability of Buyer to acquire or hold, or exercise full rights of ownership of, any Purchased Assets.

(h) Financial Statements. Seller has delivered to Buyer its unaudited financial statements (balance sheet and income statement) as at and for the eleven-month period ended November 30, 2016 (the "Financial Statements"). The Financial Statements have been prepared in accordance with generally accepted accounting principles applied on a consistent basis throughout the periods indicated and with each other, except that the unaudited Financial Statements may not contain all footnotes required by generally accepted accounting principles. The Financial Statements fairly present the financial condition and operating results of Seller as of the dates, and for the periods, indicated therein, subject to normal year-end audit adjustments. Except as set forth in the Financial Statements, Seller has no material liabilities, contingent or otherwise, other than (i) liabilities incurred in the ordinary course of business subsequent to November 30, 2016 (the "Financial Statement Date") and (ii) obligations under contracts and commitments incurred in the ordinary course of business and not required under generally accepted accounting principles to be reflected in the Financial Statements, which, in both cases, individually or in the aggregate, are not material to the financial condition or operating results of Seller. Except as disclosed in the Financial Statements, Seller is not a guarantor or indemnitor of any indebtedness of any other person, firm or corporation.

(i) No Material Adverse Effect. Except as otherwise disclosed herein, Seller is not aware of any facts pertaining to the Purchased Assets which have had, or could reasonably be expected to have, a Material Adverse Effect on the Purchased Assets.

(j) No Fraudulent Conveyance. Seller is not entering into this Agreement or any of the other agreements referenced in this Agreement with the intent to defraud, delay or hinder its creditors and the consummation of the transactions contemplated by this Agreement, and the other agreements referenced in this Agreement, will not have any such effect.

(k) Assumed Contracts. Schedule 2.1(k) of the Schedule of Exceptions contains a complete and accurate list of the Assumed Contracts requiring payment of any royalties, fees, commissions or other amounts payable by Seller to any other Person upon or for the use, distribution, manufacture, sale or other exploitation of any of the Purchased Assets. Each Assumed Contract is valid, enforceable and in full force and effect, and is enforceable by Seller in accordance with its terms. Seller has not violated or breached in any material respect, and to Seller's knowledge, no other Person has violated or breached in any material respect, or declared or committed any material default under, any Assumed Contract. Seller has not waived any of its material rights under any Assumed Contract.

(l) Privacy. Seller has complied with internal privacy policies and all applicable laws and regulations relating to the use, collection, storage, disclosure, sharing and transfer of any Personal Data collected by or for Seller or by third parties having authorized access to the records of Seller. The execution, delivery and performance of this Agreement will comply with all applicable laws and regulations relating to privacy and data protection and with Seller's privacy policies, as they relate to the Purchased Intellectual Property, including all privacy requirements. Seller has not received any complaint regarding Seller's collection, use or disclosure of Personal Data or Seller's information collection or data security practices. As used herein, "Personal Data" means a Person's name, street address, telephone number, e-mail address, photograph, social security number, driver's license number, passport number, or customer or account number, or any other piece of information that allows the identification of a Person.

(m) Taxes. Seller (i) has filed all Tax Returns required to be filed by Seller and (ii) has paid when due all Taxes required to be paid by Seller. Seller has no unpaid Taxes that relate to any of the Purchased Assets or otherwise for which Buyer would be liable as a transferee of such assets. All material Taxes not yet due have been adequately disclosed, reserved for and provided for on the books and records of Seller. Seller has made available to Buyer correct and complete copies of all Seller Tax Returns, examination reports, and statements of deficiencies assessed against or agreed to by Seller. All Seller Tax Returns are true, correct and complete in all material respects. There is no pending dispute or claim concerning any liability for Taxes of Seller relating to the Purchased Assets claimed or raised by any governmental entity. Seller has withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party.

(n) No Brokers. Seller has not agreed or become obligated to pay, and has not taken any action that might result in any Person claiming to be entitled to receive, any brokerage commission, finder's fee or similar commission or fee in connection with the transactions contemplated by this Agreement.

(o) Disclosure. Seller has made available to Buyer all the information reasonably available to Seller that Buyer has requested for deciding whether to acquire the Purchased Assets. No representation or warranty of Seller contained in this Agreement, as qualified by the Schedule of Exceptions, and no certificate furnished or to be furnished to Buyer at the Closing contains any untrue statement of a material fact or, to Seller's knowledge, omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made.

2.2 Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as of immediately prior to the effectiveness of this Agreement and as of the Closing as follows:

(a) Organization and Good Standing. Buyer is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) Authority; Enforceability. Buyer has all corporate power and authority to execute and deliver this Agreement and the Related Agreements and to perform its obligations hereunder and thereunder. The execution, delivery and performance of this Agreement and the Related Agreements have been duly and validly authorized by all necessary corporate or other action of Buyer. This Agreement and the Related Agreements constitute the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

SECTION 3 - CLOSING CONDITIONS

3.1 Conditions to Buyer's Obligation to Close. Buyer's obligation to purchase the Purchased Assets and to take the other actions required to be taken by Buyer at the Closing and thereafter is subject to the satisfaction, at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties. Each of the representations and warranties of Seller set forth in this Agreement shall be true and correct in all respects at and as of the Closing as if made at and as of such time.

(b) Seller Approvals. On or prior to the Closing Date, this Agreement and the transactions contemplated hereby shall have been duly and validly approved and adopted (and such approval will not have been rescinded) by Seller's Board of Directors and the Stockholder holding one hundred percent (100%) of the Seller's outstanding capital stock.

(c) Third Party Consents and Notices. Seller shall have obtained all necessary approvals, consents, waivers, permits and authorizations required to be obtained, and delivered all notices required to be delivered, necessary to effect the assignment and transfer of good and marketable title to Buyer of the Purchased Assets (including the Assumed Contracts) free and clear of any Encumbrances, except as otherwise disclosed on Exhibit C. Anything in this Agreement notwithstanding, this Agreement shall not constitute an agreement to assign any contract, agreement, arrangement or permit or any claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment thereof, without the consent of a third party thereto, would constitute a default thereof or in any way 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 will reasonably cooperate with Buyer to provide to Buyer the benefits under any such Assumed Contract.

(d) Assignment Documents. Upon the execution of this Agreement, Seller shall deliver or cause to be delivered to Buyer good and sufficient instruments of transfer transferring to Buyer good and marketable title to all the Purchased Assets, free and clear of all Encumbrances, including, without limitation, a Bill of Sale and Assignment and Assumption Agreement in substantially the form of Exhibit E hereto, and Buyer shall deliver or cause to be delivered to Seller good and sufficient instruments of assumption assuming from Seller the duties and obligations under the Assumed Contracts, including, without limitation, a Bill of Sale and Assignment and Assumption Agreement in substantially the form of Exhibit E hereto.

(e) Delivery of Purchased Assets. On or prior to the Closing Date, Seller shall have in a manner and form, and to the locations reasonably specified by Buyer, delivered to Buyer all of the Purchased Assets. Seller shall electronically transfer the Purchased Intellectual Property, or transfer it in another manner reasonably calculated and legally permitted to minimize or avoid the incurrence of transfer and sales Taxes.

(f) Offer Letters and Proprietary Information and Invention Agreements. The Key Employee or Seller shall have executed and delivered to Buyer an agreement to provide consulting services, including confidentiality and invention ownership provisions, in a form satisfactory to Buyer.

3.2 Conditions to Seller's Obligation to Close. Seller's obligation to sell the Purchased Assets and to take the other actions required to be taken by Seller at the Closing and thereafter is subject to the satisfaction, at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties. Each of the representations and warranties of Buyer set forth in this Agreement shall be true and correct in all respects at and as of the Closing as if made at and as of such time.

(b) Offer Letters and Proprietary Information and Invention Agreements. Buyer shall have executed and delivered to the Key Employee or Seller an agreement to purchase consulting services in a form satisfactory to the Key Employee and Seller.

SECTION 4 - COVENANTS

4.1 Use of Store Services Software Tradename. After the Closing Date, Seller shall cease to use the tradename "Store Services Software" or any other name associated with the Seller Business and any logos or designs associated therewith. For clarity, Seller shall not be required to change its corporate name and may continue to use the domain name acookassociatesinc.com.

4.2 Performance Under Assumed Contracts. After the Closing Date, Buyer shall perform and discharge the obligations assumed by Buyer under the terms and provisions of the Assumed Contracts for at least as long, with respect to each Assumed Contract, as Seller is a party to the Assumed Contract.

4.3 Confidentiality. Each Party hereto agrees that it and any of its representatives shall hold the terms of this Agreement and the transactions contemplated hereby in strict confidence. At no time shall any Party disclose any of the terms of the Agreement or any non-public information about a Party hereto to any other Person without the prior written consent of the Party about which such non-public information relates. Notwithstanding the foregoing, a Party shall be permitted to disclose any and all terms to its financial, tax, and legal advisors, and, with respect to the Key Employee and Shareholder, to his spouse, and to its investors, partners and members, in any case, to the extent such persons have confidentiality obligations at least as strict as that set forth herein and to any governmental body or administrative agency to the extent necessary or advisable in compliance with applicable law. On and at all times after the Closing Date, the Parties hereto agree that Buyer may issue a press release or other publicity concerning this Agreement and the transactions contemplated hereby, however, no press release or other publicity concerning this Agreement or the transactions contemplated hereby shall be issued or otherwise disseminated by or on behalf of any Party without the prior written consent of Buyer.

SECTION 5 - TAX MATTERS

5.1 Taxes Arising from the Asset Purchase. Seller shall be responsible for any and all excise, value added, registration, stamp, property, documentary, transfer, use and similar Taxes, levies, charges and fees incurred, or that may be payable to any taxing authority, in connection with the transactions (including without limitation the sale, transfer, and delivery of the Purchased Assets) contemplated by this Agreement. Notwithstanding anything to the contrary in this Agreement, each Party shall be responsible for its own income, capital gain or other similar taxes and any sales tax due or payable to any taxing authority in connection with the transactions (including without limitation the sale, transfer, and delivery of the Purchased Assets) contemplated by this Agreement.

SECTION 6 - INDEMNIFICATION

6.1 Survival of Representations and Warranties. All representations and warranties of the Parties contained in this Agreement (including any exhibit or schedule hereto) shall be deemed to have been relied upon by the Party or Parties to whom they are made, and shall survive only until the First Anniversary regardless of any investigation on the part of such Party or its representatives; provided, however, any indemnification claim based on fraud or willful or intentional misrepresentation or misconduct ("Fraud") shall survive the Closing until the expiration of the applicable statute of limitations for any such claim; provided, further, however, that any Indemnified Person (as defined below) will be entitled to seek recovery for a breach of representations and warranties related to Section 2.1(a), Section 2.1(b), Section 2.1(c), Section 2.1(d) or Section 2.1(m) (collectively, the "Fundamental Representations") until the expiration of the applicable statute of limitations for any such claim. All covenants of the Parties contained in this Agreement and any indemnification claim based on such a covenant shall survive the Closing and remain in effect until terminated by the terms of such covenant. The "Expiration Date" shall be the last day on which an indemnification claim shall survive.

6.2 Indemnification. The Parties shall indemnify, defend, and hold harmless each other and their respective directors, officers, employees, agents, successors and assigns (collectively, "Indemnified Persons;" with respect to Buyer, "Buyer Indemnified Persons; with respect to Seller, "Seller Indemnified Persons;") from and against any and all direct, indirect or derivative losses, claims, damages, liabilities, obligations, fines, penalties, judgments, settlements, costs, expenses and disbursements (including attorney's fees and expenses) (collectively, "Losses;") incurred or suffered by any Indemnified Person to the extent that the Losses arise out of or are related to (a) any material breach or inaccuracy of any representation or warranty of a Party contained in this Agreement or any Related Agreements or in any certificate, schedule or exhibit delivered pursuant hereto or thereto, (b) any material non-fulfillment or breach of any covenant or agreement of a Party contained in this Agreement or any Related Agreements or in any certificate, schedule or exhibit delivered pursuant hereto or thereto, (c) any Losses incurred by a Buyer Indemnified Person resulting from Seller's ownership or use of the Assets prior to the Closing Date, (d) any Losses incurred by a Seller Indemnified Person arising out of, resulting from, or relating to any claim, demand, or liability arising out of, resulting from, or relating to Buyer's performance and discharge of the obligations assumed by Buyer under the terms and provisions of the Assumed Contracts after the Closing Date or (e) any action or proceeding against any Indemnified Person arising out of or in connection with subsections (a), (b), (c), and (d) of this paragraph, other than Losses incurred in connection with any action or proceeding initiated by a Party. Materiality and similar standards or qualifications in any representation, warranty or covenant shall only be taken into account in determining whether a breach of or default in connection with such representation, warranty or covenant (or failure of any representation or warranty to be true and correct) exists, and shall not be taken into account in determining the amount of any Losses with respect to such breach, default or failure to be true and correct. Any indemnity payments made under this Agreement shall be treated as purchase price adjustments for federal and state income tax purposes.

6.3 Third Party Beneficiaries. The Indemnified Persons who are not a Party are third-party beneficiaries of this Agreement in accordance with its terms. Any modification of this Agreement executed by the signatories is binding upon said Indemnified Persons, and any action or consent taken by a Party on its own behalf is binding upon said Indemnified Persons for the purposes of this Agreement. This Agreement is not intended to, nor may it be deemed to, create any rights of enforcement in any persons who are neither signatories to this Agreement nor Indemnified Persons.

6.4 Right of Set-Off and Application of Escrow Funds. Without limiting any other remedy or recourse available to any Indemnified Person, Buyer shall have the right to set off the amount of Losses incurred by any Indemnified Person against any portion of the Consideration that has not yet been paid to Seller, and Seller shall forfeit to Buyer such amount of the Consideration as a remedy for such Losses. Notwithstanding the foregoing, if the parties enter into an Escrow Agreement, the indemnification of Buyer by Seller shall be paid first from the Escrow Funds to be held and released in accordance with the terms of the Escrow Agreement. If the remaining amount of the Escrow Funds is insufficient to satisfy fully any indemnification obligation of Seller, Buyer shall have the right to set off the amount of Losses incurred by any Indemnified Person against any portion of the Consideration that has not yet been paid to Seller, and Seller shall forfeit to Buyer such amount of the Consideration as a remedy for such Losses.

6.5 Limitations on Indemnification. Except for Losses based on Fraud or breaches of the Fundamental Representations, the Parties agree that Seller's aggregate liability for Buyer's Losses under this Agreement shall not exceed [REDACTED] in aggregate.

6.6 Notice of Claims and Dispute Resolution.

(a) On or before the Expiration Date, a Party (the “Noticing Party”) may deliver to another Party (the “Other Party”) written notice (a “Claim Notice”):

(i) stating that an Indemnified Person has incurred, paid, reserved or accrued, or reasonably anticipates that it may incur, pay, reserve or accrue, Losses;

(ii) stating the amount of such Losses (which, in the case of Losses not yet incurred, paid, reserved or accrued, may be the maximum amount reasonably anticipated by the Noticing Party to be incurred, paid, reserved or accrued);

(iii) specifying in reasonable detail (based upon the information then possessed by the Noticing Party) the individual items of such Losses included in the amount so stated and the nature of the claim to which such Losses are related; and

(iv) stating whether Buyer, if the Noticing Party, intends to make any set-offs in respect of any claimed Losses in accordance with Section 6.4.

(b) No delay in providing any Claim Notice before the Expiration Date shall affect an Indemnified Person’s rights hereunder. However, the Parties will endeavor to provide prompt notice of the existence of any claim or potential claim as soon as reasonably practicable.

(c) For the avoidance of doubt, Buyer may retain any amounts that it may be entitled to set-off pursuant to Section 6.4 as of the delivery of the Claim Notice (assuming that all claimed Losses are payable as of such delivery), pending the resolution of the claims for Losses set forth in the Claim Notice.

(d) Unless the Other Party delivers a written notice to the Noticing Party within thirty (30) days of delivery of the Claim Notice (a “Dispute Notice”) which disputes one or more claims asserted in any Claim Notice with specificity and reasonable substantiation for such dispute, the claims asserted in such Claim Notice will be deemed to be consented to by the Other Party, and any and all rights to dispute such claims will be deemed waived by the Other Party. With respect to any claims disputed in a Dispute Notice, Buyer and Seller will negotiate in good faith for a period of sixty (60) days following the delivery of such Dispute Notice to resolve such disputes. In the event that there remain outstanding and disputed claims following such 60-day negotiation period, the Noticing Party may file a lawsuit in a court of competent jurisdiction with respect to such claims; provided that any claims not so disputed in such a lawsuit filed within ninety (90) days of the end of the 60-day negotiation period will be deemed to be consented to by the Other Party, and any and all rights to dispute such claims further will be deemed waived by the Other Party.

6.7 Third-Party Claims. In the event that a Party becomes aware of a third-party claim indemnifiable under Section 6.2 which such Party believes may result in a claim for Losses by or on behalf of an Indemnified Person (a “Third Party Claim”), such Party shall have the right in its sole discretion to conduct the defense of and to settle or resolve any such indemnifiable claim (and the costs and expenses incurred by such Party in connection with such indemnifiable claim (including reasonable attorneys’ fees, other professionals’ and experts’ fees and court or arbitration costs) shall be included in the Losses for which such Party may seek indemnification pursuant to a claim made hereunder). The other Party shall have the right to receive copies of all pleadings, notices and communications with respect to the Third Party Claim to the extent that receipt of such documents does not affect any privilege relating to any Indemnified Person and shall be entitled, at its expense, to participate in, but not to determine or conduct, any defense of the Third Party Claim or settlement negotiations with respect to the

Third Party Claim. The provisions of Section 6.6 will apply to the claiming and resolution of disputes with respect to any Losses resulting from Third Party Claims; provided that:

(a) unless the Other Party shall have previously consented (or deemed to have consented pursuant to Section 6.6) to the payment of Losses resulting from any Third Party Claim, the Noticing Party will send a separate written notice to the Other Party not later than ninety (90) days following the resolution of such Third Party Claim (whether by adjudication, settlement or otherwise) setting forth the actual amount of Losses claimed by all Indemnified Persons resulting therefrom (the "Final Claim Notice") (it being understood that the failure to provide such Final Claim Notice within such 90-day period shall not affect an Indemnified Person's rights hereunder);

(b) unless the Other Party delivers a written notice to the Noticing Party within thirty (30) days of delivery of such Final Claim Notice (a "Final Dispute Notice") disputing any item in such Final Claim Notice (with specificity and reasonable substantiation for such dispute) the amounts asserted in the Final Claim Notice will be deemed to be consented to by the Other Party, and any and all rights to dispute such amounts further will be deemed waived by the Other Party;

(c) with respect to any items disputed in the Final Dispute Notice, Buyer and Seller will again negotiate in good faith for a period of an additional thirty (30) days following the delivery of the Final Dispute Notice to resolve such disputes; and

(d) in the event that there remain outstanding items following such 30-day negotiation period, the Other Party may file a lawsuit in a court of competent jurisdiction with respect to such items; provided that any items not so disputed in such a lawsuit filed within ninety (90) days of the end of the 30-day negotiating period will be deemed to be consented to by the Other Party, and any and all rights to dispute such items further will be deemed waived by the Other Party. If the Other Party is Seller then the Stockholder shall also be deemed to have consented to such items and waived such rights.

6.8 Exclusive Remedy. Except with respect to (i) claims for equitable remedies and (ii) claims related to any breach or failure to perform any covenant, agreement or obligation under this Agreement, the sole and exclusive liability and responsibility of a Party to the Indemnified Persons under or in connection with this Agreement or the transactions contemplated hereby arising from any breach or inaccuracy of any representation or warranty made in this Agreement or in any other certificate, document, writing or instrument delivered pursuant to this Agreement, shall be as set forth in this Section 6.

SECTION 7 - MISCELLANEOUS

7.1 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.2 Fees and Expenses. Each of the parties will bear its own expenses in connection with the negotiation and the consummation of the transactions contemplated by this Agreement.

7.3 Governing Law. This Agreement shall be construed under and governed by the internal laws of the State of New York without regard to its conflict of laws provisions.

7.4 Notices. Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if delivered or sent by facsimile transmission, upon receipt, or if sent by registered or certified mail, upon the sooner of the date on which receipt is acknowledged or the expiration of three days after deposit in United States post office facilities properly addressed with postage prepaid. All notices to a Party will be sent to the addresses set forth below or to such other address or Person as such Party may designate by notice to each other Party hereunder:

To Buyer:

ServiceChannel.com, Inc.
18 East 16th Street
New York, NY 10003
Attention: Chief Financial Officer

With a copy to:

Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP
220 West 42nd Street, 21st Floor
New York, NY 10036
Attention: Kenneth R. McVay, Esq.
Fax: (877) 881-3007

To Seller:

A. Cook Associates, Inc.
c/o Andrew Cook
PO Box 229
Thetford Center, VT 05075

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

Vitt & Associates, PLC
8 Beaver Meadow Road
PO Box 1229
Norwich, VT 05055
Attention: Sarah Merlo, Esq.
Fax: (802) 649-1692

To the Key Employee or Stockholder:

To the addresses set forth on the signature pages hereto.

Any notice given hereunder may be given on behalf of any Party by his counsel or other authorized representatives.

7.5 Entire Agreement. This Agreement and the Related Agreements (including all exhibits and schedules hereto and thereto) and the other documents and instruments delivered in connection herewith constitute the entire agreement and supersede all prior representations, agreements, understandings and undertakings, whether written or oral, among the Parties, or any of them, with respect

to the subject matter hereof and thereof, and no Party is relying on any other prior oral or written representations, agreements, understandings or undertakings with respect to the subject matter hereof and thereof.

7.6 Specific Performance. Seller and the Stockholder acknowledge and agree that any breach or threatened breach of this Agreement will cause irreparable harm to Buyer for which damages would not be an adequate remedy. Accordingly, in addition to any other right or remedy to which Buyer may be entitled, at law or in equity, Buyer shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement, without posting any bond or other undertaking.

7.7 Assignability; Binding Effect. This Agreement shall be binding upon and enforceable by, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

7.8 Captions and Gender. The captions in this Agreement are for convenience only and shall not affect the construction or interpretation of any term or provision hereof. The use in this Agreement of the masculine pronoun in reference to a Party hereto shall be deemed to include the feminine or neuter, as the context may require.

7.9 Counterparts; Facsimile. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may also be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.10 Amendments. This Agreement may not be amended or modified, nor may compliance with any condition or covenant set forth herein be waived, except by a writing duly and validly executed by each Party hereto, or in the case of a waiver, the Party waiving compliance.


[Remainder of page intentionally blank]

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed as of the date set forth above by their duly authorized representatives.

BUYER:

SERVICECHANNEL.COM, INC.

By: _____


Name: Thomas Buiocchi

Title: Chief Executive Officer

SELLER:

A. COOK ASSOCIATES, INC.

By: _____

Name:

Title:

KEY EMPLOYEE:

Andrew Cook

Address: PO Box 229
Thetford Center, VT 05075

STOCKHOLDER:

Andrew Cook

Address: As above.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed as of the date set forth above by their duly authorized representatives.

BUYER:

SERVICECHANNEL.COM, INC.

By: _____
Name:
Title: Chief Executive Officer

SELLER:

A. COOK ASSOCIATES, INC.

By: Andrew Cook
Name: Andrew Cook
Title: President

KEY EMPLOYEE:


Andrew Cook

Address: PO Box 229
Thetford Center, VT 05075

STOCKHOLDER:

Andrew Cook 

Address: As above.

EXHIBIT B

PURCHASED INTELLECTUAL PROPERTY

Trademark:

United States Trademark Registration No. 1680170 – STORE SERVICES SOFTWARE

