

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706818

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTERLOGIC OUTSOURCING, INC.		02/01/2022	Corporation: INDIANA
LAKEVIEW HOLDINGS, INC.		02/01/2022	Corporation: INDIANA
IOI PAYROLL SERVICES, INC.		02/01/2022	Corporation: INDIANA
TIMEPLUS SYSTEMS, LLC		02/01/2022	Limited Liability Company: INDIANA
IOI WEST, INC.		02/01/2022	Corporation: INDIANA
LAKEVIEW TECHNOLOGY, INC.		02/01/2022	Corporation: INDIANA
MODEARN, INC.		02/01/2022	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	PRIMEPAY, LLC		
Street Address:	1487 DUNWOODY DRIVE		
City:	WEST CHESTER		
State/Country:	PENNSYLVANIA		
Postal Code:	19380		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	74363915	TIMEPLUS	
Serial Number:	76506034	CHECKCONNECT	
Serial Number:	85312102	FUZION	
Serial Number:	86118996	CHECKCONNECT	
Serial Number:	85348154	PRINTQUBE	
Serial Number:	78310723	TIME+PLUS	
Serial Number:	74486863	TIME+PLUS	
Serial Number:	87224709	IOI PAY	
Serial Number:	86675184	IOIHIRE	
Serial Number:	86350049	IDOPAY	
Serial Number:	85386284	IDOPAY	

OP \$540.00 74363915

Property Type	Number	Word Mark
Serial Number:	78804029	IOI
Serial Number:	78800710	IOI PAY
Serial Number:	78327478	IOI PAY
Serial Number:	77135560	INTERLOGIC OUTSOURCING
Serial Number:	87900733	IOI HCM
Serial Number:	78804095	ISI
Serial Number:	78782838	INTERLOGIC SYSTEMS
Serial Number:	78327522	COMP DIRECT
Serial Number:	87880937	YOUR COMPLETE PEOPLE SOLUTION
Serial Number:	88290963	MODEARN

CORRESPONDENCE DATA

Fax Number: 2159724169

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.

Phone: 2159727173

Email: trademarks@saul.com, lynn.white@saul.com

Correspondent Name: Darius C. Gambino, Esq.

Address Line 1: Centre Square West, 1500 Market Street

Address Line 2: 38th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19102

ATTORNEY DOCKET NUMBER: 381823.00003

NAME OF SUBMITTER: Darius C. Gambino

SIGNATURE: /Darius C. Gambino/

DATE SIGNED: 02/07/2022

Total Attachments: 53

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CONFIRMATORY ASSIGNMENT

This CONFIRMATORY ASSIGNMENT (this “Assignment”) is made and entered into as of February 1, 2022, by and between Interlogic Outsourcing, Inc., Lakeview Holdings, Inc., IOI Payroll Services, Inc., TimePlus Systems, LLC, IOI West, Inc., Lakeview Technology, Inc., and Modearn, Inc. (collectively, the “Assignor”) and PrimePay, LLC, a Delaware Limited Liability Company (the “Assignee”) (collectively, the “Parties”).

RECITALS

WHEREAS, Assignor was previously the owner of all right, title and interest to the trademark applications and registrations listed on Schedule 1 hereto (collectively, the “Trademarks”);

WHEREAS, Assignor was previously the owner of all right, title and interest to the domain names listed on Schedule 2 hereto (collectively, the “Domain Names”);

WHEREAS, by virtue of an Asset Purchase Agreement executed by the parties on or about September 30, 2019 (the “Asset Purchase Agreement”), a copy of which is attached hereto as Exhibit A, Assignor assigned all right, title and interest in the Trademarks and Domain Names to Assignee (in Paragraph 2.1(b) of the Asset Purchase Agreement, with “Intellectual Property” defined to include “trade names, trademarks and service marks [and] domain names...”);

WHEREAS, the Asset Purchase Agreement did not specifically reference the Uniform Resource Locator (URL) for one or more of the Domain Names, and the also did not specifically reference the U.S. Application and/or Registration Number for one or more of the Trademarks;

WHEREAS, it has always been the intention of the Assignor to assign all right, title and interest in and to the Trademarks and Domain Names to Assignee, and the Parties have always treated the Trademarks, Domain Names, and rights therein, as the sole property of Assignee after the date of execution of the Asset Purchase Agreement; and

WHEREAS, the Parties now wish to confirm the actual and legal transfer of the Trademarks and Domain Names from Assignor to Assignee.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor irrevocably sells, assigns, conveys, and transfers to Assignee: (a) all its right, title, and interest (whether statutory, common law, or otherwise) in, to, and under the Trademarks and the Domain Names, together with the goodwill represented by the Trademarks and the Domain Names, (b) all income, royalties, damages, and payments now and hereafter due and/or payable under or with respect to any of the Trademarks and the Domain Names, (c) all rights to apply in any or all countries of the world for trademarks, or other governmental grants on any of the Trademarks, including the right to apply for trademarks pursuant to the International Convention for the Protection of Industrial Property, the Paris Convention, or pursuant to any other convention, treaty, agreement, or understanding, (d) any and all applications filed on any of the Trademarks and any and all trademarks, registrations, or other

governmental grants granted on any of the Trademarks in the United States or any other country, including each and every application filed and each and every trademark granted on any application on any of the Trademarks that is a division, substitution, continuation, or continuation in part of any of said applications, registrations, trademarks, or other governmental grants, (e) each and every reissue, extension or renewal of any of the Trademarks, (f) all claims, causes of action, and other legal rights and remedies, whether or not known as of the date hereof, relating to the ownership of the Trademarks and the Domain Names, and (g) all other rights of any kind whatsoever of Assignor or any of its affiliates accruing under or pertaining to any of the foregoing. The foregoing assignment includes the exclusive rights to: (A) apply for and maintain all registrations and renewals of any of Trademarks and the Domain Names, (B) bring actions or otherwise recover for past, present, or future infringements, misappropriations, dilutions, or other violations thereof, and the right to the profits or damages due or accrued, arising out of, or in connection with any and all past, present, or future infringements, misappropriations, dilutions, and other violations of any of the Trademarks and the Domain Names, and (C) file documents reflecting changes of corporate name or form.

2. Acknowledgement. Assignor acknowledges that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title, and interest in, to, and under the Trademarks and all rights relating thereto, including the related rights set forth in Section 1 of this Assignment.

3. Authorization to Issue and Transfer. Assignor authorizes and requests the Commissioner of Patents and Trademarks for the United States of America and the empowered officials of all other governments to issue to and to transfer the Trademarks to Assignee, as assignee of the entire right, title, and interest therein, or otherwise as Assignee may direct.

4. Attorney-In-Fact. The Assignor hereby constitutes and appoints the Assignee, its successors, and assigns, as the Assignor's true and lawful attorney, with full power of substitution and re-substitution, in whole or in part, in the Assignor's name and stead: (i) to claim, demand, receive, and collect any and all of the Trademarks and the Domain Names, (ii) from time to time to institute and prosecute in the Assignor's name, or otherwise, for the benefit of the Assignee, its successors, and assigns, any and all proceedings at law, in equity, or otherwise, which the Assignee, its successors, or assigns may deem proper for the collection or reduction to possession of any of the Trademarks and the Domain Names or for the collection and enforcement of any claim or right of any kind hereby conveyed, transferred, granted, delivered, or assigned, or intended so to be, and (iii) to do all acts and things relating to the Trademarks and the Domain Names which the Assignee, its successors, or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor.

5. Further Assignments and Instruments. It is understood by Assignor that Assignee may require Assignor to execute or sign additional assignments and/or instruments to effectuate the purposes behind this Assignment, and Assignor hereby agrees to such assignments, and to execute whatever documents or instruments the Assignee in its sole discretion deems necessary.

6. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania applicable to contracts made and to be entirely performed herein.

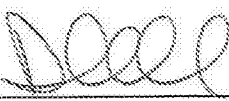
7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

8. Counterparts. This Assignment may be executed in any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be equally effective as delivery of a manually executed counterpart.

[Signature Page Follows]


IN WITNESS WHEREOF, Assignor and Assignee have made, executed, and delivered this Assignment as of the date first above written.

INTERLOGIC OUTSOURCING, INC.
LAKEVIEW HOLDINGS, INC.
IOI PAYROLL SERVICES, INC.
TIMEPLUS SYSTEMS, LLC
IOI WEST, INC.
LAKEVIEW TECHNOLOGY, INC.
MODEARN, INC.

By: 

Daniel P. Wikel, Authorized Signatory for
all of the above entities (collectively,
"Assignor").


PRIMEPAY, LLC (Assignee)

By: 

John LaMancuso, CEO

SCHEDULE 1
Trademarks

UNITED STATES

Mark	US App. No.	US Reg. No.	Goods/Services
<p>TIMEPLUS</p> <p><i>Owner:</i> TimePlus Systems, LLC</p>	74363915	1872278	<p>computer programs for systems integration, inventory control, production control, and business management (Class 9)</p> <p>computer software development services for others (Class 42)</p>
<p>CHECKCONNECT</p> <p><i>Owner:</i> TimePlus Systems, LLC</p>	76506034	2885817	<p>computer software used for timekeeping and payroll by businesses that may be downloaded from a remote computer site, or that is recorded on an optical disk, for use in association with payroll services (Class 9)</p>
<p>FUZION (And Design)</p>  <p><i>Owner:</i> TimePlus Systems, LLC</p>	85312102	4196756	<p>Computer services, namely, acting as an application service provider in the field of information management to host computer application software for the management and facilitation of payroll processing, human resource information tracking and reporting, viewing of pay vouchers and submission of</p>

			personnel data changes (Class 42)
CHECKCONNECT <i>Owner:</i> TimePlus Systems, LLC <i>Cancelled</i>	86118996	4559928	providing a website featuring on-line non-downloadable software for timekeeping and payroll management for business (Class 42)
PRINTQUBE <i>Owner:</i> TimePlus Systems, LLC <i>Cancelled</i>	85348154	4074293	Providing temporary use of non-downloadable computer software that gives registered internet networked institutions the ability to upload, view, copy, print, download and share documents and images generated in connection with the submission and management of payroll information, human resource information management, benefit administration, employee/employer self-service, payroll processing, and the calculating, filing, depositing, and reconciling of an employer's payroll taxes for all federal, state and local authorities (Class 42)

<p>TIME+PLUS</p> <p><i>Owner:</i> TimePlus Systems, LLC</p> <p><i>Cancelled</i></p>	<p>78310723</p>	<p>2893502</p>	<p>PAYROLL PREPARATION; ADMINISTRATION OF BUSINESS PAYROLL FOR OTHERS. FIRST USE (Class 35)</p>
<p>TIME+PLUS</p> <p><i>Cancelled</i></p>	<p>74486863</p>	<p>1930689</p>	<p>electronic timekeeping and payroll systems, comprising computer programs for timekeeping and payroll, computer hardware, pre-recorded computer cards with information stored in an electronic format, computer card readers and instruction manuals sold as a unit (Class 9)</p> <p>forms for payroll records and payroll checks, for use with electronic timekeeping and payroll systems (Class 16)</p> <p>computer hardware support services, namely maintenance and repair of computer hardware (Class 37)</p> <p>training in the use and operation of electronic timekeeping and payroll systems (Class 41)</p>

			designing, developing, engineering and programming in the field of electronic timekeeping and payroll systems for others; computer software support services, namely providing software updates, service engineer visits and consultations for timekeeping and payroll computer software (Class 42)
IOI PAY <i>Owner:</i> Interlogic Outsourcing, Inc.	87224709	5854128	a downloadable mobile application that enables employees and employers to view and manage their payroll, tax, vacation time, and sick time information, employee and employer self-service, payroll processing, and the calculating, filing, depositing, and reconciling of an employer's payroll taxes for all federal, state, and local authorities (Class 9) federal, state and local tax calculating, filing, and depositing services for employers (Class 35)

			<p>providing temporary use of cloud-based and non-downloadable computer software that enables employers to submit and manage their payroll and offers an electronic report archive that stores payroll information that can be reviewed online or printed as needed and which further allows for human resource information management, benefit administration, employee/employer self-service, payroll, processing, and the calculating, filing depositing, and reconciling of an employer's payroll taxes for all federal, state, and local authorities (Class 42)</p>
<p>IOIHIRE</p> <p><i>Owner:</i> Interlogic Outsourcing, Inc.</p>	86675184	5006049	<p>Human resources services, namely, employment hiring, recruiting, placement and staffing services (Class 35)</p>
<p>IDOPAY</p> <p><i>Owner:</i> Interlogic Outsourcing, Inc.</p>	86350049	4837850	<p>educational services, namely, conducting training programs in the field of payroll management (Class 37)</p>

<p>IDOPAY</p> <p><i>Owner:</i> Interlogic Outsourcing, Inc.</p>	<p>85386284</p>	<p>4287583</p>	<p>Payroll administration and management services (Class 35)</p>
<p>IOI</p> <p><i>Owner:</i> Interlogic Outsourcing, Inc.</p>	<p>78804029</p>	<p>3285770</p>	<p>Outsourcing in the fields of payroll processing, human resource information management, benefit and retirement plan administration, automatic tax depositing and filing, employee electronic time and attendance services, employee assessment and profiling and corporate management training (Class 35)</p>
<p>IOI PAY</p> <p><i>Owner:</i> Interlogic Outsourcing, Inc.</p>	<p>78800710</p>	<p>3246719</p>	<p>Providing temporary use of non-downloadable computer software that enables employers to submit and manage their payroll and offers an electronic report archive that stores payroll information that can be reviewed online or printed as needed and which further allows for human resource information management, benefit administration, employee/employer self-service, payroll processing, and the calculating, filing, depositing, and</p>

			reconciling of an employer's payroll taxes for all federal, state, and local authorities (Class 42)
IOI PAY <i>Owner:</i> Interlogic Outsourcing, Inc.	78327478	3088362	Federal, state, and local tax calculating, filing and depositing services for employers (Class 35)
INTERLOGIC OUTSOURCING <i>Owner:</i> Interlogic Outsourcing, Inc.	77135560	3347671	Outsourcing in the fields of payroll processing, human resource information management, benefit and retirement plan administration, automatic tax depositing and filing, employee electronic time and attendance services, employee assessment and profiling and corporate management training (Class 35)
IOI HCM <i>Owner:</i> Interlogic Outsourcing, Inc. <i>Abandoned</i>	87900733	N/A	Payroll administration services, namely, cloud-based payroll management services, managing databases of payroll information into a general ledger; Financial record-keeping for reporting payroll information for tax, insurance and governmental regulatory compliance; Human resource management for managing pay cards

			<p>and employee vacation and sick time and attendance, for personnel recruitment and management, and for tracking payments of worker's compensation, year-end tax processing, and court-mandated payroll deductions for human resource management purposes (Class 35)</p> <p>Providing online, non-downloadable cloud-based payroll software for managing the flow of payroll information (Class 42)</p>
<p>ISI</p> <p><i>Owner:</i> Interlogic Outsourcing, Inc.</p> <p><i>Abandoned</i></p>	78804095	N/A	<p>Financial, training, and administrative services for employers and employees, namely, payroll processing services, human resource information management, benefit and retirement plan administration, corporate management training, data processing services, tax payment processing services, and employee assessment and screening services (Class 35)</p>

<p>INTERLOGIC SYSTEMS</p> <p><i>Owner:</i> Interlogic Outsourcing, Inc.</p> <p><i>Abandoned</i></p>	78782838	N/A	<p>Financial, training, and administrative services for employers and employees, namely, benefit and retirement plan administration, corporate management training, human resource information management, payroll processing services, data processing services, tax payment processing services, and employee assessment and screening services (Class 35)</p>
<p>COMP DIRECT</p> <p><i>Owner:</i> Interlogic Outsourcing, Inc.</p> <p><i>Cancelled</i></p>	78327522	3169373	<p>Insurance premium computing and insurance records management services in the field of worker compensation (Class 35)</p>
<p>YOUR COMPLETE PEOPLE SOLUTION</p> <p><i>Owner:</i> Interlogic Outsourcing, Inc.</p> <p><i>Abandoned</i></p>	87880937	N/A	<p>Outsourcing services in the fields of payroll processing, human resource information management, benefit and retirement plan administration, automatic tax depositing and filing, employee electronic time and attendance services, employee assessment and profiling (Class 35)</p>

<p>MODEARN</p> <p><i>Owner:</i> Modearn, Inc.</p> <p><i>Abandoned</i></p>	<p>88290963</p>	<p>N/A</p>	<p>Downloadable mobile applications for use in electronic storage of personal, historical, financial, employment, medical, and retirement data in the field of human resources and capital management; Downloadable software for management of employee benefit plan documents in the field of human resource and capital management (Class 9)</p> <p>Human resource analysis and consulting services; Human resources consultancy; Human resources consultation; Human resources management; Income tax consultation; Income tax preparation; Serving as a human resources department for others (Class 35)</p> <p>Financial administration of employee pension plans; Financial advice, namely, budget planning; Financial advisory and consultancy services; Financial</p>
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			<p>analysis and consultation; Financial information and advisory services; Financial loan consultation; Financial management of employee pension plans; On-line financial planning services (Class 36)</p> <p>Providing temporary use of a web-based software application for securely sharing web-based documents having personal, historical, financial, employment, medical, and retirement data in the field of human resource and capital management; Providing temporary use of on-line non-downloadable software and applications for securely sharing web-based documents in the field of human resource and capital management (Class 42)</p>
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CANADA

Mark	CA App. No.	CA Reg. No.	Goods/Services
<p>TIMEPLUS</p> <p><i>Owner:</i> TimePlus Systems, LLC</p>	<p>1589512</p>	<p>TMA887330</p>	<p>(1) Computer software that enables users to prepare and file tax forms, manage time entry, prepare and manage payroll, prepare paychecks, process direct deposits, and calculate worker's compensation premiums; computer software that enables users to manage human resources, namely, employee evaluations, employee training, and inventory tracking.</p> <p>(2) Computer programs for systems integration, inventory control, production control, and business management.</p> <p>Providing computer software, namely, payroll software that enables users to prepare and file tax forms, process tax payments, manage time entry, prepare and manage payroll, prepare paychecks, process direct deposits, and calculate worker's compensation premiums; providing human resource</p>

			<p>services, namely, business management services, assistance with employee evaluations, assistance with administration of benefits, assistance with employee training; business management services; providing computer software, namely, human resource management and business management software that enables users to manage human resources, administer employee benefits, manage employee evaluations, manage employee training, and track inventory.</p> <p>(2) Computer software development services for others</p>
<p>TIME+PLUS</p> <p><i>Owner:</i> TimePlus Systems, LLC</p>	0760250	TMA464228	<p>Electronic timekeeping and payroll systems, namely: computer programs on floppy disks and hard disks, personal computers, cards with imbedded information in an electronic format, card readers to read such cards, and instruction manuals therefor sold therewith as a unit; forms for payroll records and payroll</p>

			<p>checks, for use with electronic timekeeping and payroll systems</p> <p>Training in the use and operation of electronic timekeeping and payroll systems; support services in the field of the use and operation of electronic timekeeping and payroll systems, namely, maintenance and repair of computer hardware and providing software updates, service engineer visits and consultations for timekeeping and payroll computer software; designing, developing, engineering and programming in the field of electronic timekeeping and payroll systems.</p>
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SCHEDULE 2
Domain Names

Domain Name	Owner
ioipay.com	Interlogic Outsourcing, Inc.
ioi.com	Interlogic Outsourcing, Inc.
checkconnect.com	TimePlus Systems, LLC
timeplus.com	TimePlus Systems, LLC
modearn.com	ModEarn, Inc.
USAPay.com	Interlogic Outsourcing, Inc.
ioitax.info	Interlogic Outsourcing, Inc.
ioitax.net	Interlogic Outsourcing, Inc.
ioipaytax.net	Interlogic Outsourcing, Inc.
ioitax.org	Interlogic Outsourcing, Inc.
ioipaytax.com	Interlogic Outsourcing, Inc.
ioipaytax.mobi	Interlogic Outsourcing, Inc.
ioitaxservices.com	Interlogic Outsourcing, Inc.
ioitaxservices.info	Interlogic Outsourcing, Inc.
ioitax.mobi	Interlogic Outsourcing, Inc.
ioitaxservices.net	Interlogic Outsourcing, Inc.
ioitaxservices.mobi	Interlogic Outsourcing, Inc.
ioitaxservices.org	Interlogic Outsourcing, Inc.

EXHIBIT A
Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

dated as of September 27, 2019

among

INTERLOGIC OUTSOURCING, INC.,

LAKEVIEW HOLDINGS, INC.,

IOI PAYROLL SERVICES, INC.,

TIMEPLUS SYSTEMS, LLC,

IOI WEST, INC.,

LAKEVIEW TECHNOLOGY, INC.,

MODEARN, INC.

and

PRIMEPAY, LLC

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LIST OF EXHIBITS AND SCHEDULES

Exhibits

Exhibit A	Form of Bill of Sale
Exhibit B	Form of Assignment and Assumption Agreement
Exhibit C	Form of Assignments of Intangible Property
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is dated September 27, 2019, among PrimePay, LLC (the "Purchaser"), Interlogic Outsourcing, Inc. ("Outsourcing"), Lakeview Holdings, Inc. ("LHI"), IOI Payroll Services, Inc. ("IOI Payroll"), TimePlus Systems, LLC ("TimePlus"), IOI West, Inc. ("IOI West"), Lakeview Technology, Inc. ("LTI"), and Modearn, Inc. ("Modearn", and together with Outsourcing, LHI, IOI Payroll, TimePlus, IOI West and LTI, collectively and individual referred to herein (as the context requires) as "Seller").

WHEREAS, the Seller is engaged in the business of payment processing and related merchant services (the "Business");

WHEREAS, Seller filed a voluntary petition for relief (the "Bankruptcy Case") under Chapter 11 of Title 11 of the United States Bankruptcy Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of Indiana (the "Bankruptcy Court") on August 11, 2019;

WHEREAS, the Purchaser desires to purchase certain assets of the Business and to assume certain liabilities of the Business, and the Seller desires to sell such assets to the Purchaser and to assign such liabilities to the Purchaser, all on the terms and conditions set forth in this Agreement and in accordance with sections 105, 363, 365, and other applicable provisions of the Bankruptcy Code;

WHEREAS, the Transferred Assets will be sold pursuant to an order of the Bankruptcy Court approving such sale under section 363 of the Bankruptcy Code, and such sale will include the assumption by the Seller and concurrent assignment to the Purchaser of the Assumed Contracts under section 365 of the Bankruptcy Code and the terms and conditions of this Agreement;

WHEREAS, the Seller desires to sell the Transferred Assets and to assign the Assumed Contracts and Assumed Liabilities to further its reorganization efforts and to enable it to consummate a plan of reorganization in the Bankruptcy Case; and

WHEREAS, on the date hereof the Purchaser shall deposit the Deposit with the Debtors who shall hold the Deposit in a segregated account pending Closing under this Agreement or termination of this Agreement.

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

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

1.1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the meanings set forth below:

"Affiliate" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such specified Person.

“Assignment and Assumption Agreement” means the Assignment and Assumption Agreement substantially in the form of Exhibit B hereto to be executed by the Purchaser and the Seller on the Closing Date.

“Assignments of Intangible Property” means the Assignments of Intangible Property substantially in the form of Exhibit C hereto to be executed by the Seller on the Closing Date.

“Bill of Sale” means Bills of Sale substantially in the form of Exhibit A hereto to be executed by the Seller on the Closing Date.

“Business Day” means any day that is not a Saturday, Sunday or other day on which banks located in New York are authorized or obligated to close.

“Claim” means any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured and any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured, and includes without limitation a suit, claim, action, proceeding, inquiry, investigation, litigation, demand, charge, complaint, grievance, arbitration, indictment, information, or grand jury subpoena.

“Code” means the United States Internal Revenue Code of 1986, as amended.

“Confidential Information” means all information regarding a party’s business or affairs, including business concepts, processes, methods, trade secrets, systems, know-how, devices, formulas, software including source codes, personally identifying information of any kind, product specifications, marketing methods, prices, customer lists, supplier lists, methods of operation or other information, whether in oral, written or electronic form, that is not generally known to the public and that is either: (i) of a nature such that a reasonable person would know that it is confidential; or (ii) disclosed under circumstances such that a reasonable person would know it is confidential. Any information that is available in the public domain as of the date hereof is not Confidential Information.

“Contract” means any agreement that constitutes a contract under applicable law.

“Deposit” means a cash deposit in the amount of ten percent (10%) of the Purchase Price.

“Employee” means any employee of Seller or the Business (whether salaried or hourly, and full-time or part-time), whether or not actively employed on the date hereof, e.g., including employees on vacation and leave of absence, including maternity, family, sick, military or disability leave.

“Employee Benefit Plans” means each “employee benefit plan,” as defined in Section 3(3) of ERISA, that (a) is subject to Title I of ERISA, (b) is maintained, administered or contributed to by Seller, and (c) covers any Employee.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Excluded Records” means originals of all (i) stock records books and stock certificates, (ii) all tax and financial accounting data and records of the Seller, (iii) all minute books of the Seller, and (iv) all files, documents, data, correspondence, records, and similar information related to the Excluded Assets (including, without limitation, all files, documents, records, correspondence, data and similar information related or arising out of (x) any and all Claims of the Seller against Najeeb Kahn and/or any Related Party of Najeeb Kahn; and/or (y) any alleged fraud perpetrated by or for the benefit of Najeeb Kahn and/or any Related Party of Najeeb Kahn).

“Family Member” means each immediate family member or relative, whether by blood, marriage or adoption of any current or former direct or indirect equity holder of Seller.

“GAAP” means United States generally accepted accounting principles.

“Governmental Body” means a domestic or foreign national, federal, state, provincial, or local governmental, regulatory or administrative authority, department, agency, commission, court, tribunal, arbitral body or self-regulated entity.

“Intellectual Property” means any and all (i) trade names, trademarks and service marks, domain names, trade dress and similar rights and goodwill appurtenant thereto, and applications to register any of the foregoing; (ii) patents and patent applications; (iii) copyrights (whether registered or unregistered) and applications for registration; and (iv) confidential and proprietary information, including software, trade secrets, inventions, ideas and know-how.

“IRS” means the United States Internal Revenue Service.

“Law” means any federal, state or local statute, law, rule, regulation, order or other requirement of any Governmental Body.

“Liabilities” means any direct or indirect, primary or secondary, liability, indebtedness, obligation, penalty, cost or expense (including costs of investigation, collection and defense), Claim, deficiency, guaranty or endorsement of or by any Person (other than endorsements of notes, bills, checks and drafts presented for collection or deposit in the ordinary course of business) of any type, whether accrued, absolute or contingent, liquidated or unliquidated, choate or inchoate, matured or unmatured, or otherwise. Without limiting the foregoing, the term “Liabilities” includes and refers to all liabilities and obligations for or with respect to Taxes, including liabilities for Taxes of any Person under Treasury Regulation Section 1.1502-6 (or any similar provision of any applicable Law), as a transferee or successor, by contract, or otherwise.

“Lien” means with respect to any property or asset, any security interest, mortgage, pledge, lien, encumbrance, hypothecation or claim (as defined in section 101(5) of the Bankruptcy Code), in each case, in respect of such property or asset.

“Permitted Liens” means: (i) Liens for Taxes that are not yet due and payable or that may hereafter be paid that are being contested in good faith, (ii) statutory Liens of landlords and workers’, carriers’, materialmen’s, suppliers’ and mechanics’ or other like Liens incurred in the ordinary course of business, (iii) Liens, easements, covenants, conditions restrictions,

encroachments and other similar matters of record which do not materially interfere with the present use of the properties they affect, (iv) zoning, building and other land use laws imposed by any Governmental Body having jurisdiction over such parcel that are not violated by existing structures or the ordinary conduct of the Business, and (v) Liens created by or through Purchaser. "Permitted Liens" does not include any Lien arising from income, payroll or withholding taxes that may be owed by the Seller or its customers.

"Person" means any individual, corporation, partnership, association, trust, limited liability company or any other entity or organization.

"Related Party" means (i) each current and former direct or indirect equity holder of Seller; (ii) each Family Member; (iii) each trust or other estate planning vehicle of which any of the foregoing is a beneficiary or participant and (iv) each Affiliate of any of the foregoing.

"Representative" means, with respect to a particular Person, any director, officer, manager, partner, shareholder, member, employee, agent, consultant, advisor, lender or prospective lender, co-investor or potential co-investor, or other representative of such Person, including legal counsel, accountants, and financial advisors.

"Tax" or "Taxes" means all U.S. federal, state, provincial, local and foreign income, profits, franchise, gross receipts, environmental, capital stock, severance, stamp, payroll, sales, employment, unemployment, disability, use, personal and real property, withholding, excise, production, transfer, alternative minimum, value added, occupancy and other taxes.

"Tax Returns" means all returns, declarations, reports, forms, estimates, information returns and statements required to be filed in respect of any Taxes or to be supplied to a taxing authority in connection with any Taxes.

1.2. Rules of Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(a) Any reference in this Agreement to "dollars" or "\$" shall mean U.S. dollars.

(b) All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(c) Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(d) The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(e) The words such as “herein,” “hereinafter,” “hereof” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(f) Unless the context otherwise clearly indicates, in this Agreement “includes” and “including” are not limiting.

ARTICLE II PURCHASE AND SALE; ASSUMPTION OF LIABILITIES

2.1. Purchase and Sale of Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing, the Seller shall sell, assign, transfer, convey and deliver (or cause to be sold, assigned, transferred, conveyed and delivered) to the Purchaser, and the Purchaser shall purchase, assume and accept from the Seller, free and clear of all Liens other than Permitted Liens, all of the Seller’s right, title and interest in and to all of the Seller’s properties, assets and rights, other than the Excluded Assets (such rights, title and interests in and to such assets, properties and rights being collectively referred to herein as the “Transferred Assets”), in accordance with, and with all of the protections afforded by, sections 363 and 365 of the Bankruptcy Code, which Transferred Assets shall include the following:

(a) all Contracts identified on Schedule 2.1(a) (the “Assumed Contracts”); provided, however, the Purchaser acknowledges that it shall be obligated to pay the pre- and post-petition date costs and expenses in the amounts set forth in Schedule 2.1(a) when they become due and payable and as required by the Sale Approval Order (as defined below), to be paid to cure monetary defaults identified by the Seller in Schedule 2.1(a) as being due and payable as of the Closing under all Assumed Contracts for which necessary consents and/or Bankruptcy Court approval to transfer have been received (the “Cure Costs”);

(b) all Intellectual Property used by the Seller in the Business, in each case, to the extent assignable or otherwise transferable;

(c) all furniture, furnishings, machinery, equipment, vehicles and supplies and similar tangible personal property set forth on Schedule 2.1(c);

(d) all permits used by Seller in the Business, to the extent assignable;

(e) all books of account, general, financial, accounting and personnel records, files, invoices, customers’ and suppliers’ lists (the “Customer Lists”), other distribution lists, billing records, sales and promotional literature, manuals and customer and supplier correspondence owned by the Seller relating to the Business other than the Excluded Records (collectively, the “Books and Records”);

(f) all prepayments and prepaid expenses and deposits associated with the Transferred Assets, in each case, other than the Excluded Prepaid Assets (as defined below); and

(g) any rights and Claims of Seller (i) relating to the Assumed Contracts; and (ii) against counter parties to an Assumed Contract (collectively, the “Transferred Claims”).

2.2. Excluded Assets. Notwithstanding anything to the contrary in this Agreement, the following assets of the Seller, shall be retained by the Seller and are not being sold, transferred or assigned to the Purchaser hereunder (all of the following are referred to collectively as the “Excluded Assets”):

- (a) all of Seller's cash as of the date of Closing (but not including any cash held for the benefit of, or in trust for, the Seller's customers and set forth on Schedule 2.2(a));
- (b) all of the Seller's bank accounts;
- (c) all prepayments and prepaid expenses and deposits associated with the Excluded Assets (the "Excluded Prepaid Assets");
- (d) all real property, leaseholds and other interests in real property, together in each case with the Seller's right, title and interest in and to all structures, facilities or improvements located thereon and all easements, licenses, rights and appurtenances relating to the foregoing;
- (e) all of the assets of the Seller listed or described in Schedule 2.2(e);
- (f) all Contracts other than the Assumed Contracts (the "Excluded Contracts");
- (g) all accounts receivable, notes receivable and other indebtedness owed to the Seller;
- (h) all rights of the Seller under this Agreement and any other Contract entered into by Seller in connection with the transactions contemplated hereby;
- (i) any interest or right to any refund of Taxes owed to the Seller (but not any such interest or right to any refund of Taxes owed to a customer), the Transferred Assets or the Assumed Liabilities for, or applicable to, any taxable period (or portion thereof) ending on or prior to the Closing Date;
- (j) all security deposits related to any Excluded Asset;
- (k) all assets necessary to perform the Transition Services (as defined in the Transition Services Agreement);
- (l) all insurance policies of or for the benefit of Seller (including any such insurance policy with respect to Seller or any of its employees) and all rights thereunder, including the right to refunds and any cash surrender value;
- (m) all Excluded Records;
- (n) any rights or Claims against any current or former direct or indirect equity holder of Seller, including, without limitation, against any Related Party of any such equity holder;
- (o) any rights or Claims under Chapter 5 of the Bankruptcy Code;
- (p) any Claims of Seller that are not Transferred Claims;
- (q) any rights or Claims of Seller relating to the Excluded Assets;
- (r) all of the assets relating to any Employee Benefit Plan sponsored, maintained or contributed to by the Seller (including but not limited to the Seller's 401K plan contract); and

(s) all investments and equity interests owned by the Seller listed on or described in Schedule 2.2(s).

2.3. Assumed Liabilities. At the Closing, the Purchaser shall assume and in due course pay, discharge, perform or otherwise fully satisfy only the following Liabilities of the Seller arising out of, relating to or otherwise in respect of the Business or the Transferred Assets (the "Assumed Liabilities"):

(a) all Liabilities accruing, arising out of or relating to the conduct or operation of the Business or the ownership, use, operation or maintenance of the Transferred Assets arising, accruing and relating to periods after the Closing;

(b) Cure Costs in the amounts set forth in Schedule 2.1(a);

(c) all Liabilities of the Seller under the Assumed Contracts arising, relating to and to be performed on or after, and in respect of periods following, the Closing;

(d) the obligation to credit or pay one-half of the accrued paid time off of the employees of Seller determined as of immediately prior to the Closing, to be apportioned first to the paid time off carried over and credited to Rehired Employees as of or immediately following the Closing, and with the total amount of such Assumed Liability equal to \$90,000 in the aggregate for all employees (both before and after the Closing); and

(e) all personal property taxes associated with the personal property described in Section 2.1(c).

2.4. Excluded Liabilities. Notwithstanding anything to the contrary contained in this Agreement, the parties expressly acknowledge and agree that the Purchaser shall not assume or be liable or responsible for any Liability of the Seller, other than the Assumed Liabilities (such Liabilities being collectively referred to herein as the "Excluded Liabilities"). Nothing herein shall limit any claims or defenses the Purchaser may have against any party other than the Seller. Except as expressly set forth otherwise herein, the transactions contemplated by this Agreement shall in no way expand the rights or remedies of any third party against the Purchaser or the Seller as compared to the rights and remedies which such third party would have had against the Purchaser or the Seller absent the Bankruptcy Case had the Purchaser not assumed such Assumed Liabilities. Any costs to cure past due defaults on Assumed Contracts in excess of the amounts of the Cure Costs set forth in Schedule 2.1(a) are Excluded Liabilities.

2.5. Deemed Consents and Cures. For all purposes of this Agreement (including all representations and warranties of the Seller contained herein), the Seller shall be deemed to have obtained all required consents in respect of the assignment of any Assumed Contract and to have cured all defaults thereunder if, and to the extent that, pursuant to the Sale Approval Order the Seller is authorized and directed to assume and assign Assumed Contracts to the Purchaser pursuant to section 365 of the Bankruptcy Code.

2.6. Assignment and Assumption of the Assumed Contracts. Without limiting Sections 2.1(a) and 2.3(c):

(a) as of the Closing, the Seller shall assume pursuant to Section 365(a) of the Bankruptcy Code and concurrently assign to the Purchaser pursuant to Sections 363(b), (f) and (m) and Section 365(f) of the Bankruptcy Code each of the Assumed Contracts that are assumed pursuant to the Sale Approval Order; and

(b) as of the Closing the Purchaser shall assume and thereafter in due course pay, discharge, perform and fully satisfy, all further obligations under such Assumed Contracts pursuant to Section 365 of the Bankruptcy Code from and after the Closing, and shall pay the Cure Costs as provided in Schedule 2.1(a) so that all applicable Assumed Contracts may be assigned to the Purchaser pursuant to Section 365 of the Bankruptcy Code, in each case, in a manner consistent with the Sale Approval Order.

ARTICLE III PURCHASE PRICE

3.1. Payment of Purchase Price. Subject to the terms and conditions hereof, in full consideration for the sale and purchase of the Transferred Assets, at the Closing, the Purchaser shall assume the Assumed Liabilities and shall pay to the Seller the amounts set forth below (collectively, the "Purchase Price"), as follows:

(a) \$3,500,000 payable at Closing, less the amount of the Deposit, by wire transfer of immediately available funds to an account designated in writing by the Seller;

(b) if the product of (i) the monthly recurring payroll processing revenues (not including W-2 charges and delivery charges) of the Business for the monthly period ending January 31, 2020, multiplied by (ii) 12 equals or exceeds \$3,000,000, then \$500,000 (in addition to the amount set forth in Section 3.1(a)) shall be payable to Seller by wire transfer of immediately available funds, which shall be due and payable on February 15, 2020; provided, that, such customers remain active and processing their payroll on Purchaser's services for a minimum of thirty (30) days following the expiration of the Transition Period (as defined in the Transition Services Agreement); and

(c) if the product of (i) the monthly recurring payroll processing revenues (not including W-2 charges and delivery charges) of the Business for the monthly period ending April 30, 2020, multiplied by (ii) 12 equals or exceeds \$7,000,000, then \$300,000 (in addition to the amounts set forth in Sections 3.1(a) and (b)) shall be payable to Seller by wire transfer of immediately available funds in three (3) equal installments of \$100,000, which shall be due and payable on May 15, 2020, June 15, 2020 and July 15, 2020, respectively; provided, that, such customers remain active and processing their payroll on Purchaser's services for a minimum of thirty (30) days following the expiration of the Transition Period.

3.2. Purchase Price. The Purchase Price is deemed, in all respects, to include all costs and expenses paid by Purchaser under the Transition Services Agreement.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Except as listed in the Schedules to this Agreement, which shall be deemed to qualify the representations and warranties contained in such Section as well as all other representations and warranties in this Article IV to which the applicability of such exception or disclosure is reasonably apparent on its face, the Seller represents and warrants to the Purchaser:

4.1. Due Organization and Authority. The Seller is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has all necessary power and authority to own, lease and operate the Transferred Assets and to carry on the Business as it is now being conducted. Subject to the entry of the Sale Approval Order, (a) the Seller has all requisite power and authority to enter into this Agreement, carry out its obligations hereunder and consummate the

transactions contemplated hereby and (b) the execution and delivery by the Seller of this Agreement, the performance by the Seller of its respective obligations hereunder and the consummation by the Seller of the transactions contemplated hereby have been duly authorized by all requisite action on the part of the Seller. This Agreement has been duly executed and delivered by the Seller, and, upon entry of the Sale Approval Order (assuming the due authorization, execution and delivery hereof by the Purchaser and satisfaction of all conditions to the Closing), this Agreement will constitute the legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, except to the extent enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting creditors rights generally or by general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

4.2. Title to Assets.

(a) Upon the entry of the Sale Approval Order, at the Closing, the Seller shall have good and marketable title to, or a valid and enforceable right by Contract to use, the Transferred Assets, which shall be transferred to the Purchaser free and clear of all Liens, other than Permitted Liens.

(b) The Transferred Assets constitute all of the assets, agreements, licenses and properties (other than the Excluded Assets) that are used in or otherwise necessary for the conduct of the Business. Seller has not assigned any right, title or interest in or to any Transferred Asset, except for collateral assignments of rights therein to secured lenders, which shall be extinguished at Closing.

4.3. Brokers. Except for Huron Transaction Advisory, the Seller has not paid or agreed to pay, or received any Claim with respect to, any brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated hereby except as previously authorized by the Bankruptcy Court.

4.4. Disclaimer. The representations and warranties made by the Seller in this Article IV are the exclusive representations and warranties made by the Seller. The Seller hereby disclaims any other express or implied representations and warranties. The Seller does not make, and hereby disclaims, any representations or warranties regarding pro-forma financial information, financial projections or other forward-looking statements of the Business. Except as expressly set forth in this Agreement and the Schedules attached hereto, the Seller is selling the Transferred Assets hereunder on an "as is, where is, with all faults" basis and the Seller makes no representations or express or implied warranties as to the Business, the Transferred Assets or the Assumed Liabilities, including as to their physical condition, usability, merchantability, profitability or fitness for any purpose.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF PURCHASER

The Purchaser represents and warrants to Seller on the date hereof as follows:

5.1. Due Organization and Authority; No Collusion. The Purchaser is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has all necessary power and authority to own, lease and operate its properties and to carry on its business as now being conducted. The Purchaser has all requisite power and authority to enter into this Agreement, carry out its obligations hereunder and consummate the transactions contemplated hereby. The execution and delivery by the Purchaser of this Agreement, the performance by the Purchaser of its obligations hereunder and the consummation by the Purchaser of the transactions contemplated hereby have been duly authorized by all requisite action on the part of the Purchaser. This Agreement has been

duly executed and delivered by the Purchaser, and, assuming the due authorization, execution and delivery hereof by the Seller, this Agreement constitutes the legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except to the extent enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting creditors rights generally or by general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law). The Purchaser has not engaged in collusion with any other bidder or party regarding the sale of the Seller's assets.

5.2. No Conflicts. The execution and delivery by the Purchaser of this Agreement, the consummation of the transactions contemplated hereby, and the performance by the Purchaser of this Agreement in accordance with its terms will not:

(a) violate the certificate of incorporation or by-laws (or comparable instruments) of the Purchaser; or

(b) violate any Law to which the Purchaser or its assets are bound or subject to;

provided, however, that the case set forth in clause (b) above is subject to exceptions that (i) would not reasonably be expected to have, either individually or in the aggregate, a material and adverse effect on the Purchaser or to prevent or materially delay the consummation by the Purchaser of the transactions contemplated by this Agreement or (ii) that arise as a result of any facts or circumstances relating to the Seller or any of its Affiliates.

5.3. Adequate Assurances Regarding Executory Contracts. Purchaser is and will be capable of satisfying the conditions in Sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code with respect to the Assumed Contracts.

5.4. Brokers. The Purchaser has not paid or agreed to pay, or received any Claim with respect to, any brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated hereby.

5.5. 'As Is' Transaction. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER SELLER NOR ANY OF ITS AFFILIATES MAKES ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE BUSINESS OR THE TRANSFERRED ASSETS (INCLUDING THE VALUE, CONDITION OR USE OF THE TRANSFERRED ASSETS) OR OTHERWISE WITH RESPECT TO ANY OTHER INFORMATION PROVIDED TO THE PURCHASER, WHETHER ON BEHALF OF THE SELLER OR ITS AFFILIATES, INCLUDING AS TO (A) MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE, (B) THE OPERATION OF THE BUSINESS AFTER THE CLOSING IN ANY MANNER OR (C) THE PROBABLE SUCCESS OR PROFITABILITY OF THE OWNERSHIP, USE OR OPERATION OF THE TRANSFERRED ASSETS BY THE PURCHASER AFTER CLOSING. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLER HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE TRANSFERRED ASSETS. PURCHASER FURTHER ACKNOWLEDGES THAT PURCHASER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF THE TRANSFERRED ASSETS AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE TRANSFERRED ASSETS AS PURCHASER DEEMED NECESSARY OR APPROPRIATE. EXCEPT FOR ANY REPRESENTATIONS AND

WARRANTIES EXPRESSLY SET FORTH HEREIN, PURCHASER WILL ACCEPT THE PROPERTY AT THE CLOSING "AS IS", "WHERE IS", AND "WITH ALL FAULTS".

ARTICLE VI
BANKRUPTCY COURT MATTERS

6.1. Bankruptcy Court Matters. On August 29, 2019, the Bankruptcy Court issued an order (the "Bidding Procedures Order"), establishing notice and service requirements to creditors and parties in interest with respect thereto, approving certain bidding procedures (the "Bidding Procedures"). This Agreement and all transactions contemplated by this Agreement are subject to approval and order of the Bankruptcy Court (the "Sale Approval Order") and entry of an order approving the sale of the Transferred Assets, the transfer of the Assumed Contracts and the amounts of the Cure Costs to be paid by the Seller pursuant to this Agreement, provided that the Sale Approval Order is not stayed by an order of the Bankruptcy Court or another court of competent jurisdiction. Seller shall give prompt notice to Purchaser of (i) any written notice or other written communication from any Person alleging that the consent of such Person which is or may be required in connection with the transactions contemplated hereby is not likely to be obtained prior to Closing, and (ii) any written objection or proceeding that challenges such transactions or the entry of the Sale Approval Order.

6.2. Bidding Procedures. A copy of the Bidding Procedures Order is attached as Exhibit D hereto.

6.3. Appeal. In the event the entry of the Bidding Procedures Order or the Sale Approval Order shall be appealed, the Seller and the Purchaser shall use their respective reasonable efforts to defend such appeal. Notwithstanding anything to the contrary set forth herein, nothing herein shall negate or limit the requirement of a finding that the Purchaser is entitled to 363(m) protections.

6.4. Assumed Contracts. The Seller and the Purchaser shall use commercially reasonable efforts to obtain an order of the Bankruptcy Court authorizing the Seller to assume the Assumed Contracts and assign to Purchaser all Assumed Contracts and the Purchaser shall be exclusively responsible for any and all obligations of the Seller under all such Assumed Contracts, including, without limitation, the Cure Costs of all monetary defaults with respect to all such Assumed Contracts as set forth in Schedule 2.1(a), all in accordance with and to the extent provided in this Agreement and the Sale Approval Order. Notwithstanding any provision in this Agreement to the contrary, the Purchaser shall not be required to purchase, acquire or assume any Assumed Contract or permit (or any Liabilities thereunder) a true and complete copy of which has not been provided by the Seller to Purchaser, and any such contract shall be an Excluded Contract.

6.5. Cure. The Purchaser shall, at or prior to the Closing and in accordance with the Sale Approval Order and the terms of this Agreement, cure the defaults under the Assumed Contracts, which defaults are required to be cured under the Bankruptcy Code, so that such Assumed Contracts may be assumed by the Seller and assigned to the Purchaser in accordance with the provisions of Section 365 of the Bankruptcy Code. The Purchaser shall be responsible for payment of all Cure Costs in the amounts set forth in Schedule 2.1(a), and such cure payments shall not result in corresponding reductions in the amount payable by the Purchaser hereunder. To the extent necessary to obtain authorization therefore or otherwise as required by the Bankruptcy Court, the Purchaser shall promptly upon request provide evidence to the non-debtor party to the Assumed Contracts of Purchaser's financial condition in order to satisfy the requirement under Section 365 to provide adequate assurance of future performance of each of the Assumed Contracts. The Seller, prior to the Closing, shall use commercially reasonable efforts, including the filing and prosecution of any and all appropriate proceedings in the Bankruptcy Court, to establish the amount of the Cure Costs, if any, for each Assumed Contract.

6.6. Competing Bids. This Agreement is subject to approval by the Bankruptcy Court and the consideration by the Seller of higher or better competing bids (each a "Competing Bid"). From the date hereof (and any prior time) and until the transaction contemplated by this Agreement is consummated, the Seller is permitted to cause its Representatives and Affiliates to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to the Purchaser and its Affiliates, agents and Representatives) in connection with any sale or other disposition of the Transferred Assets. In addition, the Seller shall have the responsibility and obligation to respond to any inquiries or offers to purchase all or any part of the Transferred Assets and perform any and all other acts related thereto that are required under the Bankruptcy Code or other applicable Law, including, supplying information relating to the Business and the assets of the Seller to prospective purchasers. The parties agree that the Seller shall be entitled to consider and enter into one or more transactions in connection with a Competing Bid consistent with their fiduciary obligations as debtors in possession in the Bankruptcy Case. Seller and Purchaser acknowledge that this Agreement is the culmination of an extensive process undertaken by Seller to identify and negotiate a transaction with a bidder who was prepared to pay the highest or best purchase price for the assets of Seller while assuming or otherwise satisfying certain liabilities, among other material considerations, in order to maximize value and certainty for Seller's constituents. The overbid provisions and related bid protections are designed to facilitate a full and fair process designed to maximize the value of the Transferred Assets for the benefit of Seller's stakeholders.

ARTICLE VII COVENANTS

7.1. Operation of the Business.

(a) Subject to any restrictions and obligations imposed by the Bankruptcy Court and as otherwise contemplated by this Agreement, the Seller will not engage in any practice, take any action or enter into any transaction outside the ordinary course of business between the date hereof and the Closing Date.

(b) Notwithstanding anything in this Agreement to the contrary, this Section 7.1 shall not prevent the Seller from rejecting Contracts that are not Assumed Contracts. Neither Purchaser nor any of its Affiliates shall be liable for any Claims arising from the rejection of such Contracts by Seller.

7.2. Confidentiality. Until the Closing Date, the Purchaser shall hold in confidence, and shall cause its respective Affiliates and Representatives to hold in confidence, all Confidential Information obtained by any of them from the Seller or its Affiliates or Representatives relating to such party or the transactions contemplated hereby. Notwithstanding the foregoing, the Purchaser may disclose such Confidential Information: (a) to the extent that such disclosure was previously authorized in writing by the Seller; (b) to any Governmental Body, with valid and competent jurisdiction thereof, if the Purchaser is directed to disclose (or reasonably believes that it is appropriate in furtherance of the transactions contemplated hereby) such Confidential Information to and by such Governmental Body, provided that the Purchaser shall provide written notice of such disclosure to the Seller; (c) to the Purchaser's Affiliates and Representatives who have a need to know such information solely for purposes of assisting in regard to this Agreement and the transactions contemplated hereby, and who are advised of the confidentiality obligations hereunder; and (d) to the extent that disclosure is required under any applicable Law. Except as otherwise set forth herein, the Purchaser shall not disclose or make use of, and the Purchaser shall cause its respective Affiliates and Representatives not to disclose or make use of, Confidential Information without the prior written consent of Seller. In the event that this Agreement is terminated, Purchaser shall, and shall cause its respective Affiliates and Representatives to, promptly

return to the Seller or destroy all documents (including all copies thereof) containing Confidential Information Seller or its Affiliates or Representatives; provided, however, that copies thereof may be retained (and would remain subject to the terms hereof) to the extent they reside on hard drives or are otherwise required by contract or law to be retained.

7.3. Expenses. Except as otherwise specifically provided herein, the Purchaser and the Seller shall bear their respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of their Representatives. For the avoidance of doubt, as between the Purchaser and the Seller, the Seller shall bear all of the costs of administration of any Bankruptcy Case.

7.4. Public Announcements. No party to this Agreement shall make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without prior written approval of the other party, which approval shall not be unreasonably withheld, conditioned or delayed, (i) unless such disclosure is required by applicable Law or (ii) unless, and to the extent that, this Agreement or the transactions contemplated are disclosed publicly in the Bankruptcy Case. The parties shall cooperate, using commercially reasonable efforts, as to the timing and contents of any such announcement, including any such announcement required by applicable Law. Notwithstanding anything to the contrary contained in this Agreement, Seller shall be entitled to satisfy in full any obligation to which Seller is subject under the Bankruptcy Code and/or as required by the Bankruptcy Court, in each case, as it relates to the sale of the Transferred Assets hereunder.

7.5. Access to Information. From the date hereof until the Closing, upon reasonable notice, the Seller shall (i) afford the Representatives of the Purchaser reasonable access, during normal business hours, to the Transferred Assets, and (ii) furnish to the Representatives of the Purchaser such additional financial and operating data and other information regarding the operations of the Business as the Purchaser may from time to time reasonably request; provided that the Purchaser shall be bound by and shall comply with the terms of Section 7.2 with respect to the Purchaser's ability to use or disclose any such information. Seller and Purchaser agree that they will enter into and continue good faith discussions concerning the Business, including, but not limited to, personnel policies and procedures, and other operational matters relating to the Business.

7.6. Further Action. Each of the parties hereto shall execute such documents and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby; provided that the Seller shall not be obligated to incur or be liable for any expense, cost or obligation in connection therewith.

7.7. Books and Records.

(a) If, in order to properly prepare documents required to be filed with Governmental Bodies or its financial statements, it is necessary that either party hereto or any successors thereto be furnished with additional information relating to the Business, the Transferred Assets or the Assumed Liabilities, and such information is in the possession of the other party hereto or any successor thereto or any of their respective Affiliates, such party agrees to use commercially reasonable efforts to furnish or cause to be furnished such information to such other party, at the reasonable cost and expense of the party being furnished such information.

(b) For a period of six years after the Closing Date (or such longer period as may be required by any Governmental Body or ongoing Claim):

(i) The Purchaser shall not dispose of or destroy any of the Books and Records. If the Purchaser wishes to dispose of or destroy such Books and Records after that time, or if the Seller wishes at any time to destroy any business records and files of the Business held by it, the party proposing such disposition or destruction shall first give 30 days' prior written notice to the other party, and such other party shall have the right, at its option and expense, upon prior written notice to the notifying party within such 30 day period, to take possession of the records and files within 15 days after the date of such notice. The Purchaser shall bear the costs associated with preserving such Books and Records.

(ii) Each party (the "Requested Party") shall allow the other party (the "Requesting Party") and any of its Representatives reasonable access to all employees and files of the Requested Party relating to the Business for the period preceding the Closing Date which are (A) reasonably requested by the Requesting Party in connection with the matters contemplated by this Agreement or (B) otherwise required by the Requesting Party in anticipation of, or preparation for, any existing or future legal proceeding involving the requesting party or any of its Affiliates or tax return preparation, during regular business hours and upon reasonable notice at the Requested Party's principal place of business or at any location where such records are stored, and the Requesting Party shall have the right, at its own expense, to make copies of any such records and files; provided that, in the case of clause (A) and (B) any such access or copying shall be had or done in such a manner so as not to interfere with the normal conduct of the Requested Party's business or operations and shall be subject to reasonable confidentiality limitations.

7.8. Tax Matters.

(a) Sales, Use and Other Transfer Taxes. The Purchaser shall be responsible for one hundred percent (100%) of all of the excise, sales, value added, use, registration, stamp, franchise, transfer and similar Taxes incurred in connection with the transactions contemplated by this Agreement and which are not otherwise exempt pursuant to the applicable sections of the Bankruptcy Code. The parties hereto agree to cooperate in the filing of all necessary documentation and all Tax Returns with respect to all such Taxes, including any available pre-sale filing procedure.

(b) Cooperation. The parties hereto shall cooperate with each other and with each other's respective Representatives, including accounting firms and legal counsel, in connection with the preparation or audit of any Tax Return(s) and any Tax claim or litigation in respect of the Transferred Assets and the Assumed Liabilities that include whole or partial taxable periods, activities, operations or events on or prior to the Closing Date, which cooperation shall include making available employees, if any, for the purpose of providing testimony and advice, or original documents, or either of them.

(c) Bulk Sales Law. The Purchaser hereby waives compliance by the Seller with the requirements and provisions of any "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the sale and transfer of any or all of the Transferred Assets to the Purchaser.

7.9. Use of Name. From and after the Closing Date, the Seller agrees not to use any trademarks or trade names included within the Transferred Assets or any names reasonably similar thereto unless the Purchaser agrees otherwise in writing. The Purchaser shall have exclusive use of all trademarks and trade names as of the Closing Date.

7.10. Employment. As of or prior to the Closing, the Purchaser will offer employment to the Employees of the Seller set forth on Schedule 7.10 who the Purchaser deems necessary to avoid a disruption in operations (the "Rehired Employees").

7.11. Assumed Liabilities. Subsequent to the Closing, upon the terms and subject to the conditions hereof and the Sale Approval Order, the Purchaser agrees to pay, perform and discharge the Assumed Liabilities as they become due, including, without limitation, the discharge and performance when due of each and every obligation of the Seller to be satisfied or performed on or after the Closing Date, under the Assumed Contracts.

7.12. Customer Lists. Purchaser acknowledges and agrees that from and after the Closing, Purchaser shall utilize the customer information set forth on the Customer Lists to contact such customers and offer to provide services to such customers consistent with the services such customers were receiving from Seller prior to the Closing. Purchaser shall use commercially reasonable efforts to provide services related to services historically provided to such customers by the Business to as many customers set forth on the Customer List as Purchaser is able, and to minimize disruptions in services related to the Business which are experienced by such customers from and after the Closing.

ARTICLE VIII CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER

The obligation of the Purchaser to consummate the transactions contemplated by this Agreement is subject to the fulfillment on or prior to the Closing Date of each of the following conditions, any one or more of which (to the extent permitted by applicable Law) may be waived by the Purchaser:

8.1. Representations and Warranties; Covenants. The representations and warranties of the Seller contained in this Agreement shall be true and correct as of the Closing, (other than such representations and warranties that are made as of a specified date, which representations and warranties shall be true and correct as of such date), in all material respects, except where such failure to be true and correct has been or will be cured, remedied or otherwise accounted for pursuant to the Sale Approval Order. The covenants and agreements contained in this Agreement to be complied with by the Seller at or before the Closing shall have been complied with in all material respects. The Purchaser shall have received a certificate of the Seller (the "Seller's Certificate") to such effect signed by a duly authorized officer thereof.

8.2. No Order. No Governmental Body shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, injunction or other order (whether temporary, preliminary or permanent) which is in effect and has the effect of (a) making the transactions contemplated by this Agreement illegal or otherwise staying, restraining or prohibiting consummation of such transactions or (b) causing such transactions to be rescinded following the Closing (in each instance, unless satisfied or resolved or preempted by the Sale Approval Order). All terminations or expirations of waiting periods imposed by any Governmental Body necessary for the transaction contemplated by this Agreement, if any, shall have occurred.

8.3. Bankruptcy Condition. The Sale Approval Order shall have been entered by the Bankruptcy Court. If the Sale Approval Order shall have been appealed from, the Purchaser agrees to consummate the transaction notwithstanding the pendency of such appeal, provided that no stay thereof shall be in effect. The Bankruptcy Case shall not have been dismissed or converted to a proceeding under chapter 7 of the Bankruptcy Code and no trustee or examiner shall have been appointed. The Bankruptcy Court shall have authorized the assumption and assignment of the Assumed Contracts and the Assumed Contracts shall have been actually assumed and assigned to Purchaser such that the Assumed Contracts will be in full force and effect from and after the Closing. The Sale Approval Order shall provide that non-debtor parties are barred and enjoined from asserting against the Purchaser any Claims (including but

not limited to any Claims arising from defaults, breaches or claims of pecuniary losses existing as of the Closing or by reason of the Closing) other than the Assumed Liabilities.

8.4. OneSource Virtual Agreement. To the extent that Seller's rights under the software license agreement with OneSource Virtual, Inc. ("OSV") may not be assigned to Purchaser without the consent of OSV and such consent is not obtained by Closing, Seller, at its expense, shall use its best efforts (including dismissal of its litigation against OSV) to obtain any required consent by OSV as soon as possible. Unless and until OSV, Seller and Purchaser agree otherwise or the Bankruptcy Court enters an order regarding the assumption or rejection of any license agreement with OSV, the status quo shall be maintained with respect to the respective rights and obligations of Seller and OSV under any such license agreement. Until such time as Purchaser and OSV have entered into a mutually acceptable license agreement for the use of software to compute federal, state (in multiple states) and local income tax withholdings to be deducted from employees' pay, to the maximum extent permitted by law, Seller shall act as Purchaser's agent in order to obtain for it the benefits under the OSV license agreement and shall cooperate with the Purchaser in any other reasonable arrangement designed to provide such benefits to the Purchaser.

8.5. Transition Agreement. The Purchaser and the Seller shall have executed a Transition Services Agreement (the "Transition Services Agreement") regarding the transition of the Seller's Business operations as mutually agreed among the parties hereto.

ARTICLE IX
CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER

The obligation of the Seller to consummate the transactions contemplated by this Agreement is subject to the fulfillment on or prior to the Closing Date of each of the following conditions, any one or more of which (to the extent permitted by applicable Law) may be waived by the Seller:

9.1. Representations and Warranties; Covenants. The representations and warranties of the Purchaser contained in this Agreement shall be true and correct as of the date of the Closing, (other than such representations and warranties that are made as of a specified date, which representations and warranties shall be true and correct as of such date), except where the failure to be so true and correct would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the consummation by the Purchaser of the transactions contemplated by this Agreement. The covenants and agreements contained in this Agreement to be complied with by the Purchaser at or before the Closing shall have been complied with in all material respects. The Seller shall have received a certificate of the Purchaser (the "Purchaser's Certificate") to such effect signed by a duly authorized officer thereof.

9.2. No Order. No Governmental Body shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, injunction or other order (whether temporary, preliminary or permanent) which is in effect and has the effect of making the transactions contemplated by this Agreement illegal or otherwise restraining or prohibiting consummation of such transactions and which is not satisfied or resolved or preempted by the Sale Approval Order. All terminations or expirations of waiting periods imposed by any Governmental Body necessary for the transactions contemplated under this Agreement, if any, shall have occurred.

9.3. Bankruptcy Condition. The Sale Approval Order shall have been entered by the Bankruptcy Court. The Bankruptcy Case shall not have been dismissed or converted to a proceeding under chapter 7 of the Bankruptcy Code and no trustee or examiner shall have been appointed. The Bankruptcy Court shall have authorized the assumption and assignment of the Assumed Contracts and the Assumed Contracts shall have been actually assumed and assigned to Purchaser such that the Assumed

Contracts will be in full force and effect from and after the Closing with non-debtor parties being barred and enjoined from asserting against Purchaser, among other things, defaults, breaches or claims of pecuniary losses existing as of the Closing or by reason of the Closing.

9.4. Payment. The Purchaser shall have paid the Purchase Price in accordance with Section 3.1 hereof.

ARTICLE X CLOSING

10.1. Closing. Subject to the terms and conditions of this Agreement and the Sale Approval Order, the sale and purchase of the Transferred Assets and the assignment and assumption of the Assumed Liabilities contemplated by this Agreement shall take place at a closing (the "Closing") to be held at the offices of Paul Hastings LLP, 71 S. Wacker Drive, Chicago, IL 60606 at 9:00 A.M., Chicago time, on the second (2nd) Business Day following the satisfaction or waiver of all conditions to the obligations of the parties set forth in Article VIII and IX (other than those conditions which by their nature can only be satisfied at the Closing), or at such other place or at such other time or on such other date as the Seller and the Purchaser may mutually agree upon (the day on which the Closing takes place being the "Closing Date"). The parties agree that Closing may occur remotely.

10.2. Deliveries by the Seller. At the Closing, unless otherwise waived in writing by the Purchaser, the Seller shall deliver or cause to be delivered to the Purchaser:

- (a) a duly executed Bill of Sale;
- (b) a duly executed counterpart to the Assignment and Assumption Agreement;
- (c) duly executed Assignments of Intangible Property;
- (d) a duly executed Seller's Certificate pursuant to Section 8.1;
- (e) a certified copy of the Sale Approval Order, as entered by the Bankruptcy Court;
- (f) a duly executed copy of the Transition Services Agreement; and
- (g) a certification pursuant to Treasury Regulations Section 1.1445-2(b)(2)(iv)(B) that the Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate or disregarded entity.

10.3. Deliveries by Purchaser. At the Closing, unless otherwise waived in writing by the Seller, the Purchaser shall deliver or cause to be delivered to the Seller:

- (a) an amount equal to the Purchase Price (less the Deposit) by wire transfer of immediately available funds to the account (or accounts) as designated by the Seller at least two (2) Business Days prior to the Closing Date;
- (b) a duly executed counterpart to the Assignment and Assumption Agreement;

- (c) a duly executed copy of the Transition Services Agreement; and
- (d) a duly executed Purchaser's Certificate pursuant to Section 9.1.

10.4. Allocation of Proceeds. The Purchase Price (including any liabilities that are considered to be an increase to the Purchase Price for federal income tax purposes) shall be allocated among the Transferred Assets in accordance with the allocation set forth on Schedule 10.4 to be agreed upon by the Purchaser and the Seller and attached hereto on or before the Closing Date. The parties agree to file (or cause to be filed) (i) all required federal Forms 8594, Asset Acquisition Statement under Section 1060, and (ii) all other Tax Returns (including amended Tax Returns and claims for refund) in a manner consistent with such allocation of the Purchase Price described herein. The parties agree to refrain from taking any position that is inconsistent with such allocation, and to use their commercially reasonable efforts to sustain such allocation in any subsequent Tax audit or Tax dispute.

ARTICLE XI TERMINATION; TERMINATION PAYMENT

11.1. Termination Prior to Closing. Notwithstanding anything herein to the contrary, this Agreement may be terminated, and the transactions contemplated by this Agreement abandoned, at any time prior to the Closing, upon notice by the terminating party to the other party:

- (a) by the mutual written consent of the Seller and the Purchaser;
- (b) by either the Seller or the Purchaser if the Closing shall not have occurred on or before October 11, 2019, or such other date to which the Seller and the Purchaser may agree in writing (the "Termination Date"); provided, however, that the right to terminate this Agreement under this Section 11.1(b) shall not be available to any party whose failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur prior to such date;
- (c) (i) by the Seller, if the Purchaser breaches or fails to perform in any respect any of its representations, warranties or covenants contained in this Agreement and such breach or failure to perform (A) would give rise to the failure of a condition set forth in Article IX, (B) has not been cured within ten (10) Business Days following delivery of written notice of such breach or failure to perform, and (C) has not been waived by the Seller; or (ii) by the Purchaser, if the Seller breaches or fails to perform in any respect any of its representations, warranties or covenants contained in this Agreement and such breach or failure to perform (X) would give rise to the failure of a condition set forth in Article VIII, (Y) has not been cured within ten (10) Business Days following delivery of written notice of such breach or failure to perform, and (Z) has not been waived by the Purchaser;
- (d) (i) by the Seller, if any of the conditions set forth in Article IX shall have become incapable of fulfillment prior to the Termination Date, or (ii) by the Purchaser, if any of the conditions set forth in Article VIII shall have become incapable of fulfillment prior to the Termination Date; provided, however, that the right to terminate this Agreement pursuant to this Section 11.1(d) shall not be available if the failure of the party so requesting termination to fulfill any obligation under this Agreement shall have been the cause of the failure of such condition to be satisfied on or prior to the Termination Date;
- (e) by either the Seller or the Purchaser, if the Bankruptcy Court approves a sale, transfer or other disposition by the Seller of all or substantially all of the Transferred Assets of the

Seller relating to the Business or all or a substantial part of any of the Transferred Assets in connection with a Competing Bid;

(f) by either the Seller or the Purchaser, if Seller shall announce any plan of reorganization or liquidation other than a plan that contemplates a sale of all or substantially all of the assets of the Business to Purchaser, or if Seller shall withdraw or seek to withdraw its motion seeking approval of the transactions contemplated hereby; or

(g) by either the Seller or the Purchaser, if the Bankruptcy Case is converted from a case under Chapter 11 of the Bankruptcy Code to a case under chapter 7 of the Bankruptcy Code without the prior written consent of Purchaser.

11.2. Effect of Termination; Remedies.

(a) In the event of termination of this Agreement pursuant to Section 11.1, this Agreement shall have no effect and no party hereto shall have any liability to the other parties hereto or their respective Affiliates, directors, officers, employees, Representatives or shareholders, except for the obligations of the parties to this Agreement contained in Section 7.2, Section 7.4 and Article XII, and except that nothing in this Agreement will relieve any party from liability for fraud or any intentional breach of any representation, warranty, covenant or agreement set forth in this Agreement prior to such termination, and provided that nothing in this Agreement shall prevent Seller from seeking specific performance of this Agreement. Within two (2) Business Days of occurrence of the Termination Date, the Seller shall return the Deposit to the Purchaser.

ARTICLE XII
MISCELLANEOUS

12.1. Amendment. This Agreement may not be amended, modified or supplemented except by a written instrument signed by all of the parties to this Agreement.

12.2. Notices. Any notice, request, instruction or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been given, (a) when received if given in person, (b) on the date of transmission if sent by e-mail or other wire transmission (with answer back confirmation of such transmission), (c) upon delivery, if delivered by a nationally known commercial courier service providing next day delivery service (such as Federal Express), or (d) upon delivery, or refusal of delivery, if deposited in the U.S. mail, certified or registered mail, return receipt requested, postage prepaid:

If to the Seller, addressed as follows:

c/o Interlogic Outsourcing, Inc.
1710 Leer Drive
Elkhart Lake, Indiana 46514
Attn: Daniel P. Wikel
Email: dwikel@huronconsultinggroup.com

with a copy to:

Paul Hastings LLP
71 S. Wacker Drive, Suite 4500
Chicago, IL 60606

Attn: Matthew Murphy
Email: mattmurphy@paulhastings.com

If to the Purchaser, addressed as follows:

PrimePay, LLC
1487 Dunwoody Drive
West Chester, PA 19380
Attn: William J. Pellicano
Email: wpellicano@primepay.com

with a copy to:

Saul Ewing Arnstein & Lehr LLP
500 East Pratt Street, 9th Floor
Baltimore, MD 21202
Attn: Maria Ellena Chavez-Ruark
Email: maria.ruark@saul.com

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

12.3. Waivers. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

12.4. Counterparts and Execution. This Agreement may be executed in two (2) or more counterparts (delivery of which may be by facsimile or via email as a portable document format (.pdf)), each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement to produce or account for more than one (1) of such counterparts.

12.5. Headings. The headings preceding the text of the Articles and Sections of this Agreement and the Schedules hereto are for convenience only and shall not be deemed part of this Agreement.

12.6. Applicable Law and Jurisdiction.

(a) This Agreement and all Claims with respect thereto shall be governed by and construed in accordance with the federal bankruptcy law, to the extent applicable, and, where state law is implicated, the laws of the State of Delaware without regard to any conflict of laws rules thereof that might indicate the application of the laws of any other jurisdiction.

(b) The Purchaser and the Seller irrevocably and unconditionally consent to submit to the jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agree not to commence any litigation relating hereto except in the Bankruptcy Court).

(c) Any and all service of process and any other notice in any such Claim shall be effective against any party if given personally or by registered or certified mail, return receipt requested, or by any other means of mail that requires a signed receipt, postage prepaid, mailed to such party as herein provided. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by Law or to commence legal proceedings or otherwise proceed against any other party in any other jurisdiction.

12.7. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

12.8. Binding Nature; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without prior written consent of the other parties (which shall not be unreasonably withheld or delayed); except (a) that the Purchaser may assign any of its rights (but not its obligations) hereunder to any Affiliate or wholly owned subsidiary, (b) the Purchaser may grant a security interest in its rights and interests hereunder to its lenders, (c) the rights and interests hereunder may be assigned to a trustee appointed under chapter 11 or chapter 7 of the Bankruptcy Code, (d) this Agreement may be assigned to any entity appointed as successor to the Seller pursuant to a confirmed chapter 11 plan and (e) as otherwise provided in this Agreement.

12.9. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to confer upon third parties any rights, remedies or Claims.

12.10. Termination of Representations, Warranties and Covenants. All representations and warranties made by the Seller and the Purchaser in this Agreement shall terminate on the Closing Date upon the purchase of the Transferred Assets by the Purchaser and the Seller shall have no liability after the Closing Date for any breach of any representation or warranty. All covenants and agreements shall lapse at, and be of no further force and effect following, the Closing unless otherwise specified by their terms.

12.11. Entire Understanding. This Agreement, the Exhibits and the Schedules hereto and the Transition Services Agreement set forth the entire agreement and understanding of the parties hereto in respect to the transactions contemplated hereby and the Agreement, the Exhibits and the Schedules hereto and the Transition Services Agreement supersede all prior agreements, arrangements and understandings relating to the subject matter hereof and are not intended to confer upon any other person any rights or remedies hereunder. There have been no representations or statements, oral or written, that have been relied on by any party hereto, except those expressly set forth in this Agreement, the Exhibits and the Schedules.

12.12. Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable Law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

12.13. Specific Performance. The Seller and Purchaser acknowledge and agree that the other parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with its specific terms or are otherwise breached. Accordingly, each of the Seller and Purchaser agrees that the other party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court in the United States or in any state having jurisdiction over the parties and the matter in addition to any other remedy to which they may be entitled pursuant hereto.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have caused this Asset Purchase Agreement to be duly executed, as of the date first above written.

PURCHASER:

PRIMEPAY, LLC

By: _____


Name: William J. Pellicano

Title: Chief Executive Officer

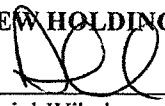
IN WITNESS WHEREOF, the Parties have caused this Asset Purchase Agreement to be duly executed, as of the date first above written.

SELLER:

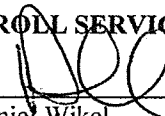
INTERLOGIC OUTSOURCING, INC.

By: 
Name: Daniel Wikel
Title: Authorized Signatory

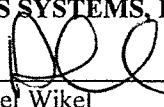
LAKEVIEW HOLDINGS, INC.

By: 
Name: Daniel Wikel
Title: Authorized Signatory

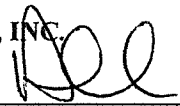
IOI PAYROLL SERVICES, INC.

By: 
Name: Daniel Wikel
Title: Authorized Signatory


TIMEPLUS SYSTEMS, LLC

By: 
Name: Daniel Wikel
Title: Authorized Signatory

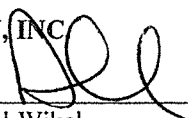
IOI WEST, INC.

By: 
Name: Daniel Wikel
Title: Authorized Signatory

LAKEVIEW TECHNOLOGY, INC.

By: 
Name: Daniel Wikel
Title: Authorized Signatory

MODEARN, INC.

By: 
Name: Daniel Wikel
Title: Authorized Signatory

SCHEDULE 2.1(a)

ASSUMED CONTRACTS AND CURE COSTS

1. Lease Agreement (as amended) for the facility located at 1710 Leer Drive, Elkhart Indiana 46514, by and between Interlogic Outsourcing, Inc. and KRW Investments, Inc. (Cure Costs: \$0)

SCHEDULE 2.2(a)
RESTRICTED CASH

None.

SCHEDULE 2.2(c)

EXCLUDED ASSETS

1. Personal effects unrelated to the conduct and operation of the Business.

SCHEDULE 2.2(s)

EXCLUDED INVESTMENTS

1. Investments by Najeeb Kahn or any Related Party of Najeeb Kahn made using the assets of Seller at any time prior to the Closing.

SCHEDULE 10.4

ALLOCATION OF PROCEEDS

Purchaser and Seller will use commercially reasonable efforts to mutually agree on the allocation of the Purchase Price as promptly as practicable, and in any event no later than thirty (30) days after the Closing Date.