

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807948

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bridge Bank, National Association		05/04/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Balihoo, Inc.		
Street Address:	404 South 8th Street		
Internal Address:	Suite 300		
City:	Boise		
State/Country:	IDAHO		
Postal Code:	83702		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4490471	BALIHOO	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2155695619		
Email:	timothy.pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (167046-00101F.M.)		
Address Line 1:	Blank Rome LLP		
Address Line 2:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	167046-00101		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	05/04/2023		
Total Attachments: 78			
source=Termination and Release of Intellectual Property Security Agreement (Insticator-Bid Village_Bridge Bank)#page1.tif			

OP \$40.00 4490471

**TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Termination") is dated as of May 4 2023, and made by **BALIHOO, INC.**, a Delaware corporation (the "Grantor").

WHEREAS, pursuant to that certain Intellectual Property Security Agreement dated as of March 17, 2015 (the "Security Agreement"), made by Grantor in favor of Bridge Bank, National Association (the "Grantee"), a security interest was granted by the Grantor to Grantee in certain collateral, including the Intellectual Property (as hereinafter defined);

WHEREAS, the Security Agreement was recorded with the trademark division of the United States Patent and Trademark Office on April 14, 2015, at Reel/Frame 005497/0557;

WHEREAS, on February 8, 2023, Grantor and its affiliated debtors and debtors in possession commenced bankruptcy proceedings in the U.S. Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") under jointly consolidated case number 23-10174 (CTG) (Bankr. D. Del.);

WHEREAS, Insticator, Inc. (the "Buyer") purchased the assets of Grantor (including intellectual property) pursuant to an Asset Purchase Agreement between Grantor, as seller, and Insticator, Inc., as buyer, as approved by the *Order (I) Approving APA, (II) Authorizing the Sale of Certain of the Debtors' Assets Free and Clear of All Encumbrances, Other Than Assumed Liabilities and Permitted Encumbrances, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief*, entered by the Bankruptcy Court on April 10, 2023 (the "Sale Order"), a copy of which is attached as **Exhibit B**;

WHEREAS, Buyer's acquisition of Grantor closed on April 20, 2023;

WHEREAS, under the Sale Order, the Buyer purchased all of the assets of Grantor free and clear of any liens, claims, encumbrances, and interests. *See* Sale Order ¶¶ X, Z, 8, 9.

WHEREAS, accordingly, the Sale Order provides that upon consummation of the sale:

[T]he Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Encumbrances against or in the Acquired Assets of any kind or nature (other than Assumed Liabilities and Permitted Encumbrances). For the avoidance of doubt, upon consummation of the Sale, the Buyer is authorized to file termination statements, lien terminations, or other amendments in any required jurisdiction to remove and record, notice filings or financing statements recorded to attach, perfect, or otherwise notice any Encumbrances that are extinguished or otherwise released pursuant to this Sale Order under section 363 of the Bankruptcy Code and the related provisions of the Bankruptcy Code.

Sale Order ¶ 13;

WHEREAS, Buyer now desires to terminate the Security Agreement and terminate, release and discharge Grantee's security interest in the Intellectual Property pursuant to the authority provided to Buyer by the Sale Order;

NOW, THEREFORE, upon the terms set forth in this Termination, Buyer hereby states as follows:

1. Definitions. The term "Intellectual Property," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Intellectual Property listed on Exhibit A hereto.

2. Release of Security Interest. As authorized by section 13 of the Sale Order, Buyer hereby files a copy of the Sale Order (attached hereto as Exhibit B), terminates the Security Agreement, and terminates, releases and discharges Grantee's security interest in the Intellectual Property and reassigns to the person or persons legally entitled thereto all right, title and interest of Grantee in the Intellectual Property.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the Buyer has caused this Termination to be executed by its duly authorized officer as of the date first written above.

INSTICATOR, INC.

By: Zack Dugow
Name: Zack Dugow
Title: Chief Executive Officer

Exhibit A

Trademark and Trademark Applications

Trademark Name	US Serial Number	US Registration Number	Filing Date
Balihoo	85849207	4490471	02/13/2013

Exhibit B

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Big Village Holding LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 23-10174

(Jointly Administered)

Re: Docket Nos. 14, 129 & 225

**ORDER (I) APPROVING APA, (II) AUTHORIZING THE SALE OF
CERTAIN OF THE DEBTORS’ ASSETS FREE AND CLEAR OF
ALL ENCUMBRANCES OTHER ASSUMED LIABILITIES AND PERMITTED
ENCUMBRANCES, (III) AUTHORIZING THE ASSUMPTION
AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND
UNEXPIRED LEASES, AND (IV) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “**Motion**”)² of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”), pursuant to sections 105(a), 363, 365, 503 and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “**Bankruptcy Code**”), Rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rules 2002-1 and 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), for the entry of an order (this “**Sale Order**”) (a) authorizing and approving that certain Asset Purchase Agreement, dated as of April 3, 2023, attached hereto as **Exhibit 1** (the “**APA**”), between Balihood, Inc. and Insticator, Inc., a Delaware corporation (the “**Buyer**”), (b) approving the sale of the Acquired Assets pursuant to the APA (the “**Sale**”), (c) approving the assumption and assignment of certain executory contracts and unexpired leases pursuant to section 365 of the Bankruptcy Code

¹ The Debtors in these chapter 11 cases, along with the last four digits of their respective federal tax identification numbers, are: Big Village Holding LLC (6595); Big Village Group Holdings, LLC (5882); Big Village Group Inc. (6621); Big Village Insights, Inc. (8960); Big Village Media, LLC (7288); EMX Digital Inc. (5543); Big Village USA Corporation Inc. (3414); Big Village Agency LLC (0767); Balihood, Inc. (9666); Deep Focus, Inc. (8234); and Trailer Park Holdings Inc. (1447). The Debtors’ service address is 301 Carnegie Center, Suite 301, Princeton, NJ 80540.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the APA (as defined below), or to the extent not defined therein, the Bidding Procedures Order (as defined below).

in connection with the Sale, (d) authorizing the Debtors to consummate transactions related to the APA, and (e) granting other related relief; and the Court having entered on March 13, 2023 that certain *Order (I) Scheduling a Hearing on the Approval of the Sale of All or Substantially All of the Debtors' Assets Free and Clear of all Encumbrances Other than Assumed Liabilities and Permitted Encumbrances, and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (II) Approving Certain Bid Procedures, Bid Protections, and Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof, (III) Approving Certain Bid Protections for the Stalking Horse Purchaser and (IV) Granting Related Relief* [Docket No. 129] (the “**Bidding Procedures Order**”); and an Auction having been held on April 4, 2023 in accordance with the Bidding Procedures Order; and Buyer having been deemed by the Debtors as the Winning Bidder for the Acquired Assets; and the Debtors having determined that the highest and otherwise best offer for the Acquired Assets was made by the Buyer pursuant to the APA; and the Court having conducted a hearing on April 6, 2023 (the “**Sale Hearing**”), at which time all parties in interest were offered an opportunity to be heard with respect to the Sale, to consider the approval of the Sale pursuant to the terms and conditions of the APA, and the Court having considered (i) the Motion and any objections thereto, (ii) the Sale, (iii) the arguments of counsel made, and evidence adduced, related thereto, and (iv) the full record in these Chapter 11 Cases, including the record related to the hearing to consider the Bidding Procedures Order, the Auction, and the Sale Hearing held before the Court; and all parties in interest having been heard, or having had the opportunity to be heard, regarding the approval of the APA, the Sale, and the transactions contemplated by the APA; and it appearing that the relief requested provided for herein is in the

best interests of the Debtors, their bankruptcy estates, their creditors, and other parties in interest in these Chapter 11 Cases; it is hereby **FOUND, CONCLUDED, AND DETERMINED THAT**.³

A. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to these Chapter 11 Cases pursuant to Bankruptcy Rule 9014.

B. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. This Court has jurisdiction over the Motion and over the property of the Debtors, including the Acquired Assets to be sold, transferred, and conveyed pursuant to the APA, pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these Chapter 11 Cases and the Motion in this District and Court is proper under 28 U.S.C. §§ 1408 and 1409.

D. This Sale Order is intended to be a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court finds that there is no just reason for delay in the implementation of this Sale Order, and directs entry of judgment as set forth herein.

E. The Acquired Assets constitute property of the Debtors' bankruptcy estates and title thereto is vested in the Debtors' bankruptcy estates within the meaning of section 541(a) of the Bankruptcy Code.

³ All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Motion are hereby incorporated herein to the extent not inconsistent herewith.

F. The statutory bases for the relief requested in the Motion and provided for herein are sections 105, 363, 365, 503 and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004 and 6006, and Local Rules 2002-1 and 6004-1.

G. On February 8, 2023 (the “**Petition Date**”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors have continued to maintain their business and manage their property as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

H. This Court previously entered the Bidding Procedures Order, among other things: (i) establishing certain bidding and auction procedures; (ii) scheduling the Auction (if necessary) and the Sale Hearing to consider the sale of the Acquired Assets; (iii) establishing certain procedures for noticing and determining Cure Claims related to the Debtors’ executory contracts and unexpired leases; (iv) approving the form and manner of notice of certain procedures, dates and deadlines in connection with the Bid Procedures and the Sale; and (v) granting certain related relief.

I. As evidenced by the affidavits of service and publication previously filed with the Court [Docket Nos. 44, 53, 156, 165], and based on the representations of counsel at the Sale Hearing, due, proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, the Auction, the Sale, and the assumption and assignment of the executory contracts and unexpired leases to be assumed and assigned to the Buyer at Closing pursuant to this Sale Order and the APA (collectively, the “**Assumed and Assigned Contracts**”) has been provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 9007, and 9014, and in compliance with the Bidding Procedures Order, to each party entitled to such notice. With respect to entities whose identities are not reasonably ascertained by the Debtors,

publication of the Sale Notice once in the national edition of *USA Today* on March 16, 2023, as evidenced by the affidavit of service filed by the Debtors at Docket No. 165 in these Chapter 11 Cases, was, and is deemed, sufficient, and reasonably calculated under the circumstances to reach such entities. The notices described above were good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Auction, the Sale, and the Sale Hearing is, or shall be, required.

J. The Debtors have articulated good and sufficient reasons for this Court to grant the relief requested in the Motion as it pertains to the Sale and provided for herein.

K. The Sale Notice provided all interested parties with timely and proper notice of the Sale, the Sale Hearing, and the Auction.

L. The disclosures made by the Debtors in the Motion, the Sale Notice, and related documents filed with the Court concerning the APA, the Auction, the Sale, and the Sale Hearing were good, complete and adequate.

M. The Bid Procedures set forth in the Bidding Procedures Order are non-collusive, proposed and executed in good faith as a result of arms'-length negotiations, designed to maximize the value of the Acquired Assets, and substantively and procedurally fair to all parties.

N. The Debtors conducted the process with respect to the Sale in accordance with, and have otherwise complied in all respects with, the Bidding Procedures Order. The sale process set forth in the Bidding Procedures Order afforded a full, fair, and reasonable opportunity for any entity to make a higher or otherwise better offer to purchase the Acquired Assets.

O. The APA and the Sale contemplated thereby represent a fair and reasonable offer to purchase the Acquired Assets. No other entity or group of entities has presented a higher or

otherwise better offer to the Debtors to purchase the Acquired Assets for greater economic value to the Debtors' bankruptcy estates than the Buyer.

P. Approval of the Motion and the APA and the consummation of the Sale contemplated thereby is in the best interests of the Debtors, their bankruptcy estates, their creditors and other parties in interest in these Chapter 11 Cases.

Q. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Sale of the Acquired Assets because, among other reasons, (i) the APA constitutes the highest and best offer for the Acquired Assets, (ii) the APA and the closing thereon will present the best opportunity to realize the value of the Acquired Assets, and (iii) any other transaction would not have yielded as favorable an economic result.

R. The Buyer is purchasing the Acquired Assets in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and therefore is entitled to the full benefits and protections of section 363(m) of the Bankruptcy Code, and otherwise has proceeded in good faith in all respects in connection with the Sale.

S. The APA and the transactions contemplated thereby cannot be avoided under section 363(n) of the Bankruptcy Code. The Debtors, the Buyer and their respective agents, representatives and affiliates have not engaged in any conduct that would cause or permit the APA or the consummation of the transactions contemplated thereby to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

T. The consideration provided by the Buyer pursuant to the APA: (i) is fair and adequate, and constitutes reasonably equivalent value and fair consideration and value, under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia (including the Uniform Fraudulent Transfer Act); and (ii) will provide a

greater recovery for the Debtors' bankruptcy estates and creditors than would be provided by any other reasonably practicable available alternative. The APA was not entered into, and the Sale is not consummated, for the purpose of hindering, delaying or defrauding creditors of the Debtors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable law. Neither the Debtors nor the Buyer have entered into the APA or are consummating the Sale with any fraudulent or otherwise improper purpose.

U. By consummating the Sale, the Buyer is not a mere continuation of the Debtors or their bankruptcy estates, and there is no continuity, no common identity, and no continuity of enterprise between the Debtors and the Buyer. The Buyer is not holding itself out to the public as a continuation of the Debtors. The Buyer is not a successor to the Debtors or their bankruptcy estates by reason of any theory of law or equity, and the Sale does not amount to a consolidation, merger, or de facto merger of the Buyer and the Debtors. Neither the Buyer nor any of its agents, representatives or affiliates shall assume or in any way be responsible for any obligation or liability of the Debtors and their bankruptcy estates except as expressly provided in this Sale Order or the APA. None of the transactions contemplated by the APA, including, without limitation, the Sale or the assumption and assignment of any Assumed and Assigned Contracts, is being undertaken for the purpose of hindering, delaying, or defrauding any creditors under the Bankruptcy Code, under the laws of the United States, or under the laws of any state, territory, possession, or the District of Columbia.

V. The Sale neither impermissibly restructures the rights of the Debtors' creditors, nor impermissibly dictates the terms of a plan of reorganization of the Debtors. The Sale does not constitute a *sub rosa* plan.

W. The Debtors, acting by and through their agents, representatives, directors, and officers, (i) have full corporate power and authority to execute and deliver the APA and all other documents contemplated thereby, (ii) have full corporate power and authority necessary to consummate the transactions contemplated by the APA, (iii) the Debtors have taken all corporate action necessary to authorize and approve the APA and the consummation of the transactions contemplated thereby, and (iv) the Debtors require no further consents or approvals to consummate the Sale contemplated by the APA, except as otherwise set forth in the APA.

X. The Debtors are the lawful owners of the Acquired Assets. The transfer of each of the Acquired Assets to the Buyer will be as of the Closing Date a legal, valid, and effective transfer of such assets, and vests or will vest the Buyer with all right, title, and interest to the Acquired Assets free and clear of all Encumbrances other than Assumed Liabilities and Permitted Encumbrances.

Y. The Debtors may sell the Acquired Assets free and clear of all Encumbrances other than Assumed Liabilities and Permitted Encumbrances because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Encumbrances against the Debtors, their bankruptcy estates, or any of the Acquired Assets who did not object, or who withdrew their objections, to the Sale or the Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of such Encumbrances who did object fall within one or more of the other subsections of section 363(f) and are adequately protected by having their Encumbrances, if any, in each instance against the Debtors, their bankruptcy estates, or any of the Acquired Assets, attach to the proceeds of the Sale ultimately attributable to the Acquired Assets in which such creditor alleges an Encumbrance, in the same order of priority, with the same validity, force, and effect that such creditor had prior

to the Sale, subject to any claims and defenses that the Debtors and their bankruptcy estates may possess with respect thereto. All other holders of Encumbrances could be compelled in a legal or equitable proceeding to accept money satisfaction of such claim or interest, or otherwise falls within section 363(f) of the Bankruptcy Code.

Z. If the Sale were not free and clear of all Encumbrances other than Assumed Liabilities and Permitted Encumbrances, or if the Buyer would, or in the future could, be liable for any Encumbrances other than Assumed Liabilities and Permitted Encumbrances, the Buyer would not have entered into the APA and would not consummate the Sale, thus adversely affecting the Debtors, their bankruptcy estates, and their creditors. Except as otherwise provided in the APA, the Buyer shall not be responsible for any Encumbrances, other than Assumed Liabilities and Permitted Encumbrances. A sale of the Acquired Assets other than one free and clear of all Encumbrances other than Assumed Liabilities and Permitted Encumbrances would yield substantially less value for the Debtors' estates, with less certainty, than the Sale as contemplated. Therefore, the Sale contemplated by the APA is in the best interests of the Debtors, their estates and creditors, and all other parties in interest.

AA. The Debtors have demonstrated that it is an exercise of their sound business judgment for the Debtors to assume and assign the Assumed and Assigned Contracts to the Buyer pursuant to the terms of this Sale Order and the APA, in each case in connection with the consummation of the Sale, and the assumption and assignment of the Assigned Contracts is in the best interests of the Debtors, their bankruptcy estates and creditors and other parties in interest. The Assigned Contracts being assigned to the Buyer under the APA are an integral part of the APA and the Sale, and accordingly such assumptions and assignments are reasonable and enhance the value of the Debtors' bankruptcy estates. Any non-Debtor counterparty to any Assumed and

Assigned Contract that has not actually filed with the Court an objection to such assumption as of the date hereof is deemed to have consented to such assumption and assignment.

BB. The Debtors and the Buyer have, to the extent necessary, satisfied the requirements of section 365 of the Bankruptcy Code, including sections 365(b)(1)(A), 365(b)(1)(B), and 365(f) of the Bankruptcy Code, in connection with the sale and assumption and assignment of the Assumed and Assigned Contracts to the extent provided under this Sale Order and the APA and have: (i) provided for the cure of any default existing prior to the date hereof under any of the Assumed and Assigned Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code; and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assumed and Assigned Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code, and the Buyer has provided adequate assurance of future performance with respect to the Assigned Contracts, within the meaning of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. The Assumed and Assigned Contracts are assignable notwithstanding any provisions contained therein to the contrary.

CC. The APA and Sale must be approved and the Closing must occur promptly to preserve the value of the Acquired Assets and the Debtors' bankruptcy estates.

DD. Given the adequacy and fair value of the consideration provided by the Buyer under the APA, the Sale constitutes a reasonable and sound exercise of the Debtors' business judgment, is in the best interests of the Debtors, their bankruptcy estates and their creditors and other parties in interest in these Chapter 11 Cases, and should be approved.

EE. The consummation of the Sale is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a),

363(b), 363(f), 363(m), 365(b), and 365(f) of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Sale.

FF. Time is of the essence in effectuating the APA and proceeding with the transactions contemplated therein without interruption. Accordingly, cause exists to waive the stay to the extent necessary, as contemplated by Bankruptcy Rules 4001(a), 6004(h), and 6006(d) to permit the immediate effectiveness of this Order.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The relief requested in the Motion is granted as set forth herein.
2. Any and all objections and responses to the Motion that have not been withdrawn, waived, settled, or resolved, and all reservations of rights included therein, are hereby overruled and denied on the merits.
3. Notice of the Motion, the Auction, the Sale Hearing, and the Sale was fair and equitable under the circumstances, and complied in all respects with section 102(1) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 6006, and the Local Rules.

Approval of the Sale of the Acquired Assets

4. The APA, including all other ancillary documents, and all of the terms and conditions thereof, and the Sale contemplated thereby, are hereby approved in all respects.
5. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors, acting by and through their agents, representatives, directors and officers, are authorized and empowered to take any and all actions necessary or appropriate to: (a) consummate and close the Sale pursuant to and in accordance with the terms and conditions of this Sale Order and the APA; (b) transfer and assign all right, title, and interest to all property, licenses, and rights to be conveyed in accordance with the terms and conditions of this Sale Order and the APA; and (c) execute and deliver, perform under, consummate, and implement this Sale Order and the APA and all additional instruments

and documents that may be reasonably necessary or desirable to implement this Sale Order, the APA and the Sale, including any other ancillary documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by this Sale Order, the APA and any such other ancillary documents.

6. This Sale Order shall be binding in all respects upon the Debtors, their bankruptcy estates, all creditors of the Debtors, all holders of equity interests in the Debtors, all holders of any Encumbrances against the Debtors, any holders of Encumbrances against or on all or any portion of the Acquired Assets, all counterparties to any executory contract or unexpired lease of the Debtors, the Buyer and all agents, representatives, affiliates, and permitted successors and assigns of the Buyer, and any trustees, examiners, or other fiduciary under any section of the Bankruptcy Code, if any, subsequently appointed in these Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of the Debtors' bankruptcy cases. The terms and provisions of the APA and this Sale Order shall inure to the benefit of the Debtors, their bankruptcy estates, their creditors, the Buyer and all agents, representatives, affiliates, and permitted successors and assigns of the Buyer, and any other affected third parties, including all persons asserting any Encumbrances in the Acquired Assets to be sold to the Buyer pursuant to the APA, notwithstanding any subsequent appointment of any trustee(s), party, entity, or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee(s), party, entity, or other fiduciary such terms and provisions likewise shall be binding.

7. The consideration provided by the Buyer for the Acquired Assets under the APA shall be deemed for all purposes to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law, and the Sale may not be avoided, or costs or damages imposed or awarded under section 363(n) or any other provision of the

Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act or any other similar state laws.

8. The consummation of the Sale does not amount to a consolidation, merger or de facto merger of the Buyer and the Debtors and/or the Debtors' estates, there is not substantial continuity between the Buyer and the Debtors, there is no continuity of enterprise between the Debtors and the Buyer, the Buyer is not a mere continuation of the Debtors or the Debtors' estates, and the Buyer does not constitute a successor to the Debtors or the Debtors' estates. The Buyer's acquisition of the Acquired Assets shall be free and clear of any "successor liability" claims of any nature whatsoever, whether known or unknown and whether asserted or unasserted as of the time of Closing. The Buyer's operations shall not be deemed a continuation of the Debtors' business as a result of the acquisition of the Acquired Assets purchased. Without limiting the foregoing, the Buyer shall not have any successor, transferee, derivative, or vicarious liabilities of any kind or character for any claims, including, without limitation, under any theory of successor or transferee liability, *de facto* merger or continuity, environmental, tax, labor and employment, products, or antitrust liability, whether known or unknown as of the Closing Date, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated.

Sale and Transfer of Acquired Assets

9. Pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, upon the Closing Date, the Acquired Assets shall be transferred to the Buyer free and clear of all Encumbrances (other than Assumed Liabilities and Permitted Encumbrances), with all such Encumbrances to attach to the proceeds of the Sale in the order of their priority, with the same validity, force, and effect that they now have as against the Acquired Assets, subject to any claims and defenses the Debtors and their bankruptcy estates may possess with respect thereto. Except

as otherwise provided in the APA, the Buyer shall not be responsible for any Encumbrances, other than Assumed Liabilities or Permitted Encumbrances.

10. On the Closing Date, this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Acquired Assets or a bill of sale transferring good and marketable title in such Acquired Assets to the Buyer pursuant to the terms set forth in this Sale Order and the APA. For the avoidance of doubt, the Excluded Assets set forth in the APA are not included in the Acquired Assets, and the Excluded Liabilities set forth in the APA are not Assumed Liabilities.

11. Subject to the terms and conditions of this Sale Order, the transfer of the Acquired Assets to the Buyer pursuant to the APA and the consummation of the Sale and any related actions contemplated thereby do not require any consents other than as specifically provided for in this Sale Order and the APA, constitute a legal, valid, and effective transfer of the Acquired Assets, and shall vest the Buyer with right, title, and interest in and to the Acquired Assets as set forth in this Sale Order and the APA, as applicable, free and clear of all Encumbrances other than Assumed Liabilities and Permitted Encumbrances.

12. All entities that are presently, or on the Closing may be, in possession of some or all of the Acquired Assets to be sold, transferred, or conveyed (wherever located) to the Buyer pursuant to this Sale Order and the APA are hereby directed to surrender possession of the Acquired Assets to the Buyer on the Closing Date.

13. Upon consummation of the Sale, if any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) against or in the Acquired Assets shall not have delivered to the Debtors prior to the Closing, in proper

form for filing and executed by the appropriate parties, termination statements, instruments of satisfactions, releases of all Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) that the person or entity has with respect to the Acquired Assets, then (a) the Debtors may request that the applicable person or entity execute and file such termination statements, releases, instruments of satisfaction or other documents with respect to the Acquired Assets, and, to the extent such person or entity fails to do so, may execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Acquired Assets, and (b) the Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Encumbrances against or in the Acquired Assets of any kind or nature (other than Assumed Liabilities and Permitted Encumbrances). For the avoidance of doubt, upon consummation of the Sale, the Buyer is authorized to file termination statements, lien terminations, or other amendments in any required jurisdiction to remove and record, notice filings or financing statements recorded to attach, perfect, or otherwise notice any Encumbrances that are extinguished or otherwise released pursuant to this Sale Order under section 363 of the Bankruptcy Code and the related provisions of the Bankruptcy Code.

14. Except to the extent included in Assumed Liabilities or Permitted Encumbrances, or to enforce the APA, all entities, including all lenders, debt security holders, equity security holders, governmental, tax, and regulatory authorities, parties to contracts and leases, customers, employees and former employees, dealers and sale representatives, and trade or other creditors holding Encumbrances against or in the Debtors and their bankruptcy estates or the Acquired Assets arising under or out of, in connection with, or in any way relating to, the transfer of the Acquired Assets to the Buyer, or any entities or individuals asserting any interests in the Acquired

Assets, hereby are forever barred, estopped, and permanently enjoined from asserting any Encumbrances against the Buyer, the permitted successors and assigns of the Buyer, the property of the Buyer or its permitted successors and assigns, or the Acquired Assets conveyed in accordance with the APA, including, without limitation, the following actions: (a) commencing or continuing in any manner any action or other proceeding against the Buyer, its successors, assets or properties; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Buyer, its successors, or their assets or properties; (c) creating, perfecting, or enforcing any Lien, claim, Encumbrance or interest against the Buyer, its successors, their assets, or their properties; (d) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due the Buyer or its successors; (e) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Sale Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (f) revoking, terminating or failing or refusing to transfer or renew any license, permit or authorization to operate any of the Acquired Assets or conduct any business operated with the Acquired Assets.

15. As of and after the Closing, each of the Debtors' creditors is hereby authorized and directed to execute such documents and take all other actions as may be necessary to release its Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) in the Acquired Assets (if any) as such Encumbrances may have been recorded or may otherwise exist. Any and all valid and perfected liens or interests in the Acquired Assets shall attach to any proceeds of the Sale immediately upon receipt of such proceeds by the Debtors in the order of priority, and with the same validity, force and effect which they now have against such Acquired Assets, subject to any rights, claims, and defenses of the Debtors, the Debtors' estates or any trustee for any Debtor,

or the Committee or any party (to the extent any such rights, claims, and defenses exist), including, but not limited to the right to bring a Challenge (as defined in the Final Cash Collateral Order [Docket No. 130]), as applicable, may possess with respect thereto; provided, however, that setoff rights will be extinguished to the extent there is no longer mutuality after the consummation of the Sale in addition to any limitations on the use of such proceeds pursuant to any provision of this Sale.

16. Following the Closing Date, none of the Debtors, their affiliates, or any creditor or holder of any lien, claim, encumbrance, or other interest of any kind or nature whatsoever (other than liens created by the Buyer) shall interfere with the Buyer's title to, or use and enjoyment of, the Acquired Assets, based on, or related to, any such lien, claim, encumbrance, or other interest, or based on any actions the Debtors may take in their Chapter 11 Cases or otherwise.

17. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Acquired Assets to the Buyer in accordance with the APA and this Order.

18. The Buyer or its affiliates, successors and assigns shall not have or incur any liability to, or be subject to any action by any Debtor or any of its predecessors, successors, or assigns, arising out of the negotiation, investigation, preparation, execution, or delivery of the APA, the Transaction Documents, and the entry into and consummation of the Sale, except as expressly provided in the APA and this Order.

Contracts to be Assumed and Assigned

19. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to and conditioned upon the occurrence of the Closing Date, the Debtors' assumption and assignment to the Buyer, and the Buyer's assumption, on the terms set forth in this Sale Order and the APA,

of the Assigned Contracts, is hereby approved in its entirety, and the requirements of section 365 of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

20. Each Assigned Contract is an executory contract or unexpired lease under Bankruptcy Code section 365 and the Debtors are hereby authorized in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code to assume and assign to the Buyer, effective upon the Closing Date, the Assigned Contracts free and clear of all Encumbrances other than Assumed Liabilities and Permitted Encumbrances and execute and deliver to the Buyer such documents or other instruments as may be necessary to assign and transfer the Assigned Contracts to the Buyer.

21. Upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested in all right, title, and interest in and of each Assigned Contract.

22. The Assigned Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Buyer in accordance with their respective terms, notwithstanding any provision in any such Assigned Contract (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer.

23. Pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code, at the Closing, the Buyer shall pay to the respective counterparty any Cure Claims relating to any Assumed and Assigned Contract.

24. Except as otherwise agreed in writing between the Debtors and the non-Debtor parties to the Assumed and Assigned Contracts or stated on the record of the Sale Hearing, the Cure Claims that may be paid by the Purchaser for the Assumed and Assigned Contracts are hereby fixed at the amounts set forth on **Exhibit 2** attached to this Sale Order, and the non-Debtor parties

to such Assumed and Assigned Contracts are forever bound by such Cure Claims and, upon payment of such Cure Claims, are hereby enjoined from taking any action against the Debtors and their bankruptcy estates, the Buyer and all agents, representatives, affiliates, and permitted successors and assigns of the Buyer, or the Acquired Assets with respect to any claim for cure under any Assumed and Assigned Contract.

25. The payment of the applicable Cure Claims (if any) shall effect a cure of all defaults existing as of the date that such executory contracts or unexpired leases are assumed and compensate for any actual pecuniary loss to such non-Debtor party resulting from such default.

26. The Buyer shall have assumed the Assumed and Assigned Contracts, and pursuant to section 365(f) of the Bankruptcy Code, the assignment by the Debtors of such Assumed and Assigned Contracts shall not be a default thereunder. After the payment of the relevant Cure Claims, neither the Debtors and their bankruptcy estates nor the Buyer shall have any further liabilities to the non-Debtor counterparties to the Assumed and Assigned Contracts, other than the Buyer's obligations under the Assumed and Assigned Contracts that accrue after the date that such Assumed and Assigned Contracts are assumed and/or assigned, as the case may be.

27. Any provisions in any Assumed and Assigned Contracts that prohibit or condition the assignment of such Assigned Contract or allow the party to such Assigned Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such Assumed and Assigned Contract constitute unenforceable anti-assignment provisions that are void and of no force and effect. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Buyer of the Assumed and Assigned Contracts have been satisfied.

28. Any party having the right to consent to the assumption or assignment of any Assumed and Assigned Contract that failed to object to such assumption or assignment is deemed to have consented to such assumption and assignment as required by section 365(c) of the Bankruptcy Code.

29. The Buyer shall be deemed to be substituted for the Debtors as a party to the applicable Assumed and Assigned Contracts, and the Debtors and their bankruptcy estates shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Assumed and Assigned Contracts.

30. The Buyer has provided adequate assurance of future performance under the Assumed and Assigned Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code.

31. There shall be no assignment fees, increases, rent-acceleration, or any other fees charged to the Buyer or the Debtors and their bankruptcy estates as a result of the assumption and assignment of the Assumed and Assigned Contracts.

32. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, all counterparties to the Assumed and Assigned Contracts are forever barred and permanently enjoined from raising or asserting against the Debtors and their bankruptcy estates or the Buyer any assignment fee, default, breach, claim, pecuniary loss, or condition to assignment, arising under or related to the Assumed and Assigned Contracts, existing as of the date that such Assumed and Assigned Contracts are assumed or arising by reason of the Closing.

33. The failure of the Debtors or the Buyer to enforce at any time one or more terms or conditions of any Assigned Contract shall not be a waiver of such terms or conditions, or of the Debtors' and the Buyer's rights to enforce every term and condition of the Assigned Contracts.

34. Neither the Buyer nor any permitted successor or assign of the Buyer shall be responsible for or have any Encumbrances or obligations arising out of any executory contracts or unexpired leases that are not Assumed or Assigned Contracts in accordance with the APA.

Additional Provisions

35. The Debtors and the Buyer hereby waive, and shall be deemed to waive, any requirement of compliance with, and any claims related to non-compliance with, the provisions of any bulk sales, bulk transfer, or similar law of any jurisdiction that may be applicable.

36. Following the Closing, no holder of an Encumbrance (other than Assumed Liabilities and Permitted Encumbrances) in or against the Debtors and their bankruptcy estates or the Acquired Assets shall interfere with the Buyer's title to or use and enjoyment of the Acquired Assets based on or related to such Encumbrance or any actions that the Debtors and their bankruptcy estates may take in these Chapter 11 Cases or any successor bankruptcy cases.

37. The Debtors, including their respective directors, managers, officers, employees and agents, are hereby authorized to execute such documents and do such acts as are necessary or desirable to carry out the transactions contemplated by the terms and conditions of the APA and this Sale Order. The Debtors shall be, and they hereby are, authorized to take all such actions as may be necessary to effectuate the terms of this Sale Order and the relief granted pursuant to this Sale Order.

38. The Sale is undertaken by the Buyer without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale (including the assumption and assignment of the Assigned Contracts by the Buyer and the sale free and clear of all Encumbrances other than Assumed Liabilities and Permitted Encumbrances) unless such authorization and consummation of such Sale are duly

stayed pending such appeal. The Buyer is a good-faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and as such is entitled to the full benefits and protections of such section.

39. As a good-faith purchaser of the Acquired Assets, the Buyer has not colluded with any of the other bidders, potential bidders, or any other parties interested in the Acquired Assets, and therefore the sale of the Acquired Assets may not be avoided pursuant to section 363(n) of the Bankruptcy Code.

40. The failure specifically to include any particular provisions of the APA including any of the documents, agreements, or instruments executed in connection therewith in this Sale Order shall not diminish or impair the efficacy of such provision, document, agreement, or instrument, it being the intent of this Court that the APA and each document, agreement or instrument be authorized and approved in its entirety.

41. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

42. To the extent there are any inconsistencies between the terms of this Sale Order and the APA (including all ancillary documents executed in connection therewith), the terms of this Sale Order shall govern.

43. The APA and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court.

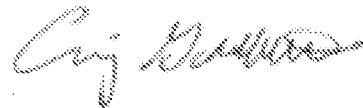
44. Nothing contained in any chapter 11 plan confirmed in the Debtors' cases or any order confirming any such plan or in any other order in these Chapter 11 Cases (including any order dismissing these Chapter 11 Cases or any order entered after any conversion of any of these Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code) or any related proceeding

subsequent to entry of this Sale Order shall alter, conflict with, or derogate from, the provisions of the APA or this Sale Order unless otherwise agreed to by the Debtors and the Buyer.

45. Notwithstanding the provisions of Bankruptcy Rules 6004(h), 6006(d) or 7062 or any applicable provisions of the Local Rules, this Sale Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the fourteen (14) day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply.

46. This Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are a party or which has been assigned by the Debtors to the Buyer, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale.

Dated: April 10th, 2023
Wilmington, Delaware



CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

APA

ASSET PURCHASE AGREEMENT

among

BALIHOO, INC.
(as Seller)

and

INSTICATOR, INC.
(as Buyer)

dated as of

April __, 2023

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	1
ARTICLE II PURCHASE AND SALE.....	9
Section 2.01. Purchase and Sale of Assets	9
Section 2.02. Excluded Assets.....	11
Section 2.03. Assumed Liabilities	12
Section 2.04. Excluded Liabilities.....	12
Section 2.05. Purchase Price.....	14
Section 2.06. Withholding Tax.....	14
Section 2.07. Third Party Consents	14
Section 2.08. [Reserved].....	15
Section 2.09. Intended Tax Treatment.....	15
Section 2.10. Purchase Price Allocation.....	15
ARTICLE III CLOSING	16
Section 3.01. Closing.....	16
Section 3.02. Closing Deliverables.....	16
Section 3.03. Straddle Period Allocation.....	17
Section 3.04. Transfer Taxes	17
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER.....	17
Section 4.01. Organization and Qualification of Seller.....	17
Section 4.02. Authority of Seller.....	18
Section 4.03. No Conflicts; Consents	18
Section 4.04. Contracts.....	18
Section 4.05. Title to Acquired Assets	18
Section 4.06. Intellectual Property	19
Section 4.07. Legal Proceedings; Governmental Orders.....	19
Section 4.08. Data Privacy; IT Systems	20
Section 4.09. Employment Matters	21
Section 4.10. [Reserved].....	21
Section 4.11. Brokers	21
Section 4.12. Tax Matters.....	22
Section 4.13. Receivables.....	22
Section 4.14. Customer and Supplier	23
Section 4.15. Certain Transactions	23
Section 4.16. Real Property	23
ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER.....	23
Section 5.01. Organization of Buyer	23
Section 5.02. Authority of Buyer.....	23
Section 5.03. No Conflicts; Consents	24
Section 5.04. Closing Funds	24
Section 5.05. Brokers	24
Section 5.06. Adequate Assurance	24
Section 5.07. Legal Proceedings.....	24
Section 5.08. “AS IS” Sale	24

ARTICLE VI	COVENANTS	25
Section 6.01.	Confidentiality	25
Section 6.02.	Received Payments	25
Section 6.03.	Availability of Books and Records	25
Section 6.04.	Bulk Sales/Tax Clearance Waiver	25
Section 6.05.	Cooperation on Tax Matters	25
Section 6.06.	Retention of Tax and Other Records	26
Section 6.07.	Further Assurances	26
Section 6.08.	Conduct of Business Prior to the Closing	26
Section 6.09.	Access to Information	27
Section 6.10.	Notice of Certain Events	28
Section 6.11.	Efforts to Consummate	29
Section 6.12.	Name Change	29
Section 6.13.	Communication to Employees	29
Section 6.14.	No Successor Liability	29
ARTICLE VII	CONDITIONS TO CLOSING	29
Section 7.01.	Conditions to Obligations of All Parties	29
Section 7.02.	Conditions to Obligations of Buyer	30
Section 7.03.	Conditions to Obligations of Seller	31
Section 7.04.	Employment of Seller’s Employees	31
Section 7.05.	Salaries and Benefits	32
ARTICLE VIII	NON-SURVIVAL	32
Section 8.01.	Non-Survival	32
ARTICLE IX	TERMINATION	33
Section 9.01.	Termination	33
Section 9.02.	Effect of Termination	34
ARTICLE X	BANKRUPTCY COURT MATTERS AND RELATED COVENANTS AND AGREEMENTS	34
Section 10.01.	Competing Transaction	34
Section 10.02.	[Reserved]	35
Section 10.03.	Assumption and Assignment Procedures	35
Section 10.04.	Buyer’s Back-Up Commitment	35
Section 10.05.	Sale Order	35
Section 10.06.	Other Filings in the Bankruptcy Case	35
Section 10.07.	[Reserved]	36
Section 10.08.	Bankruptcy Process	36
Section 10.09.	Notice Parties	36
ARTICLE XI	MISCELLANEOUS	36
Section 11.01.	Expenses	36
Section 11.02.	Seller Representative	36
Section 11.03.	Notices	37
Section 11.04.	Interpretation	38
Section 11.05.	Disclosure Schedule	38
Section 11.06.	Headings	39
Section 11.07.	Severability	39
Section 11.08.	Entire Agreement	39

Section 11.09.	Successors and Assigns	39
Section 11.10.	No Third-Party Beneficiaries.....	39
Section 11.11.	Amendment and Modification; Waiver	39
Section 11.12.	Governing Law; Submission to Jurisdiction; Waiver of Jury Trial	39
Section 11.13.	Counterparts	40

Exhibits

Exhibit A – Form of Sale Order

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”), dated as of April ___ 2023 (the “**Effective Date**”), entered into among Baliho, Inc., a Delaware corporation (“**Baliho**” or “**Seller**”), on the one hand, and Insticator, Inc., a Delaware corporation (“**Buyer**”), on the other hand.

RECITALS

WHEREAS, Seller is engaged in the Business;

WHEREAS, on February 8, 2023 (the “**Petition Date**”), Seller, along with Big Village Insights, Inc., f/k/a Engine International, Inc., Big Village Agency LLC, f/k/a Engine USA LLC, Big Village Group Inc., f/k/a Engine Group Inc., Deep Focus, Inc., Big Village Media LLC, f/k/a Engine Media LLC, and EMX Digital, Inc., commenced administratively consolidated cases under the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) at Case No. 23-10147-CTG (the “**Bankruptcy Case**”) and will continue in the possession of their respective assets and in the management of their respective businesses under Sections 1107 and 1108 of the Bankruptcy Code; and

WHEREAS, Seller, in accordance with the Bid Procedures and Bidding Procedures Order, desires to sell the Acquired Assets (as hereinafter defined) to Buyer pursuant to the terms and conditions of this Agreement and Buyer desires to so purchase and acquire the Acquired Assets from Seller in accordance with Sections 105, 363 and 365 of the Bankruptcy Code.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I DEFINITIONS

As used in this Agreement, the following terms have the meaning specified or referred to in this ARTICLE I:

“**Accounts Receivable**” means (i) any and all accounts receivable, trade accounts and other amounts (including overdue accounts receivable and unbilled accounts receivable) owed to Seller (or, if applicable, any of Seller’s Affiliates) relating to, or arising under any Assigned Contract and any other similar rights of Seller (or, if applicable, any of Seller’s Affiliates) to payment from third parties whether or not invoiced as of such date, and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of services rendered; and (ii) any and all claims, remedies or other rights relating to any of the foregoing, together with any interest or unpaid financing charges accrued thereon, in each case that have not been satisfied or discharged.

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

“**Active Employee**” has the meaning set forth in Section 7.04.

“**Acquired Assets**” has the meaning set forth in Section 2.01.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “**control**” (including the terms “**controlled by**” and “**under common control with**”) means the possession,

directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Agency Business**” means the brand strategy development and execution services business (including research & insights, creative, content development & marketing, data acquisition & audience development, media planning & buying) conducted by Affiliates of Seller in the United States of America.

“**Agreement**” has the meaning set forth in the preamble of this Agreement.

“**Allocation**” has the meaning set forth in Section 2.10.

“**Alternative Transaction**” means a transaction or series of related transactions (which could include a Chapter 11 Plan) involving: (i) debt or equity financing, refinancing, conversion, or exchange of debt or equity securities of Seller, (ii) sale, lease, exclusive license, transfer, liquidation, or disposition of the Business or all or substantial and material portion of the Acquired Assets or any group of assets that includes all or a substantial and material portion of the Acquired Assets, including any public offering, joint venture, recapitalization, merger business combination, or reorganization of or involving Seller or all or a material part of the Acquired Assets, or (iii) a plan of reorganization or liquidation with respect to the Business or all or a substantial and material portion of the Acquired Assets, from a Person other than Buyer or any Affiliate of Buyer (or a group or joint venture that includes Buyer or any Affiliate of Buyer), other than (x) the sale of goods or services of the Business conducted in the Ordinary Course, or (y) any debtor-in-possession financing to fund the administration of the Bankruptcy Case.

“**Assigned Contracts**” means all written Contracts and other agreements listed on Section 2.01(f) of the Disclosure Schedule. For the avoidance of doubt, the Assigned Contracts do not include any Contracts for the lease of real property, and all such Contracts are and shall be deemed Excluded Assets.

“**Assumption and Assignment Agreement**” means one or more assumption and assignment agreements duly executed by Seller and Buyer effecting the assignment to and assumption by Buyer of the Assigned Contracts and the Assumed Liabilities.

“**Assumed Liabilities**” has the meaning set forth in Section 2.03.

“**Auction**” means an auction conducted by Seller in accordance with the Bid Procedures.

“**Avoidance Actions**” means any and all claims and causes of action of Seller, arising under the Bankruptcy Code or similar state law claims, including under chapter 5 of the Bankruptcy Code.

“**Bankruptcy Case**” has the meaning set forth in the recitals of this Agreement.

“**Bankruptcy Code**” means Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101 et seq., as amended.

“**Bankruptcy Court**” has the meaning set forth in the recitals of this Agreement.

“**Benefit Plans**” means any pension, benefit, retirement, compensation, employment, consulting, profit-sharing, deferred compensation, incentive, bonus, performance award, phantom equity, stock or stock-based, change in control, retention, severance, vacation, paid time off, welfare, fringe-benefit and other similar agreement, plan, policy, program or arrangement (and any amendments thereto), in each case whether or not reduced to writing and whether funded or unfunded, including each “employee benefit plan” within the meaning of Section 3(3) of ERISA, whether or not tax-qualified and whether or not subject to

ERISA, that is or has been maintained, sponsored, makes available, participates in, contributed to, or required to be contributed to by Seller or any of Seller's Affiliates for the benefit of any current or former employee, officer, director, retiree, or independent contractor of Seller or any of Seller's Affiliates or any spouse or dependent of such individual.

"Bid Procedures" means the bidding procedures approved by the Bankruptcy Court pursuant to the Bidding Procedures Order for purposes of seeking bids for the purchase of Seller's assets at the Auction, including, but not limited to, the Acquired Assets.

"Bidding Procedures Order" means the Order of the Bankruptcy Court in respect of the bid procedures for the Bankruptcy Case.

"Bill of Sale" means a bill of sale duly executed by Seller, transferring to Buyer the Tangible Personal Property included in the Acquired Assets.

"Books and Records" has the meaning set forth in Section 2.01(e).

"Business" means the location-based marketing business operating on the BaliHoo platform conducted throughout the world.

"Business Day" means any day except Saturday, Sunday or any other day on which commercial banks located in New York, New York are authorized or required by Law to be closed for business.

"Buyer" has the meaning set forth in the preamble of this Agreement.

"Buyer Closing Certificate" has the meaning set forth in Section 7.03(d).

"Buyer Default Termination" has the meaning set forth in Section 9.02(b).

"Closing" and **"Closing Date"** have the meanings set forth in Section 3.01.

"Closing Cash Consideration" means \$900,000.

"Closing Payment" has the meaning set forth in Section 2.05(b).

"COBRA" means the requirements of Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the Code and the rules and regulations issued thereunder and any similar state law.

"Code" means the Internal Revenue Code of 1986, as amended.

"Confidential Information" has the meaning set forth in Section 6.01.

"Contracts" means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral, including as they relate to Intellectual Property.

"Cure Claim" and **"Cure Claims"** have the meaning set forth in Section 2.05(d).

"Default" means (a) a violation, breach, or default, (b) the occurrence of an event that, with the passage of time, the giving of notice or both, would constitute a violation, breach, or default, or (c) the occurrence of an event that, with or without the passage of time, the giving of notice or both, would give

rise to a right of damages, specific performance, termination, cancellation, renegotiation, or acceleration (including the acceleration of payment).

“**Deposit**” has the meaning set forth in Section 2.05(c).

“**Disclosure Schedule**” means the Disclosure Schedule delivered by Seller concurrently with the execution and delivery of this Agreement.

“**Effective Date**” has the meaning set forth in the opening paragraph of this Agreement.

“**Encumbrance**” means any charge, claim (as defined in Section 101(5) of the Bankruptcy Code), pledge, condition, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, transfer restriction or other similar encumbrance.

“**End Date**” has the meaning set forth in Section 9.01(h).

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“**ERISA Affiliate**” means each entity that is treated as a single employer with Seller for purposes of Section 414 of the Code or Sections 4001(a)(14) or 4001(b) of ERISA.

“**Escrow**” has the meaning set forth in Section 2.05(c).

“**Escrow Holder**” has the meaning set forth in Section 2.05(c).

“**Excluded Assets**” has the meaning set forth in Section 2.02.

“**Excluded Liabilities**” has the meaning set forth in Section 2.04.

“**Final Order**” shall mean an order or judgment, the operation or effect of which is not stayed, and as to which order or judgment (or any revision, modification or amendment thereof), the time to appeal or seek review or rehearing has expired, and as to which no appeal or petition for review or motion for re-argument has been taken or been made and is pending for argument.

“**GAAP**” means United States generally accepted accounting principles in effect from time to time.

“**Governmental Authority**” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“**Governmental Order**” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“**Hired Active Employees**” has the meaning set forth in Section 7.04(a).

“**Insights Business**” means market analysis, research, and data services business conducted by Affiliates of Seller in the United States of America.

“Intellectual Property” means any and all worldwide rights in and to all intellectual property rights or assets (whether arising under statutory or common law, contract or otherwise), which include all of the following items: (i) inventions, discoveries, processes, designs, tools, molds, techniques, developments and related improvements whether or not patentable; (ii) patents, patent applications, industrial design registrations and applications therefor, divisions, divisionals, continuations, continuations-in-part, reissues, substitutes, renewals, registrations, confirmations, re-examinations, extensions and any provisional applications, or any such patents or patent applications, and any foreign or international equivalent of any of the foregoing; (iii) trademarks (whether registered, unregistered or pending), historical trademark files, trade dress, service marks, service names, trade names, brand names, product names, logos, domain names, internet rights (including IP Addresses, IPv4 addresses and AS numbers), social media accounts, social media identifiers, corporate names, fictitious names, other names, symbols (including business symbols), slogans, translations of any of the foregoing and any foreign or international equivalent of any of the foregoing and all goodwill associated therewith and (to the extent transferable by law) any applications or registrations in connection with the foregoing and all advertising and marketing collateral including any of the foregoing; (iv) work specifications, tech specifications, databases and artwork; (v) technical scientific and other know-how and information (including promotional material), trade secrets, confidential information, methods, processes, practices, formulas, designs, design rights, patterns, assembly procedures, and specifications; (vi) drawings, prototypes, molds, models, tech packs, artwork, archival materials and advertising materials, copy, commercials, images, artwork and samples; (vii) [reserved]; (viii) rights associated with works of authorship including copyrights, moral rights, design rights, rights in databases, copyright applications, copyright registrations, rights existing under any copyright laws and rights to prepare derivative works; (ix) work for hire; (x) all tangible embodiments of, and all intangible rights in, the foregoing, (xi) all goodwill related to the foregoing; (xii) the right to sue for infringement and other remedies against infringement of any of the foregoing; and (xiii) rights to protection of interests in the foregoing under the laws of all jurisdictions.

“Intellectual Property Agreements” means all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, permissions and other Contracts (including any right to receive or obligation to pay royalties or any other consideration), whether written or oral, relating to any Intellectual Property to which Seller is a party, a beneficiary, or is otherwise bound, including all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, service agreements, permissions and other Contracts relating to the Intellectual Property Assets, the IT Assets, or Licensed Software.

“Intellectual Property Assets” has the meaning set forth in Section 2.01(a).

“Intellectual Property Assignment Agreements” means one or more trademark assignments, copyright assignments, and domain name assignments duly executed by Seller to transfer all right, title, and interest in such Intellectual Property Assets to Buyer.

“Intellectual Property Registrations” means, as to any Intellectual Property Assets, any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names, and copyrights, issued and reissued patents and pending applications for any of the foregoing.

“IT Assets” means Owned Software, systems, firmware, middleware, platforms, or infrastructure (whether or not locally hosted or cloud-based) and all associated documentation, in each case, used or held for use in the operation of the Business.

“IT Systems” has the meaning set forth in Section 4.08(c).

“**Knowledge of Seller**” or any other similar knowledge qualification, means the actual knowledge, after reasonable inquiry, of the following officers of Seller: Stacy Lee, Don Simons, Rich Catrone, Jon Harding, Katie Martin and Steve Scutellaro.

“**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law or rule of law of any Governmental Authority.

“**Liabilities**” means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, accrued or unaccrued, matured or unmatured or otherwise.

“**Licensed Software**” has the meaning set forth in Section 4.06(f).

“**Losses**” means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and diminution in value; provided, however, that “Losses” will not include, except in the case of fraud or to the extent actually awarded to a Governmental Authority or other third party, punitive damages or special damages.

“**Material Adverse Change**” means any event, occurrence, state of facts or development, condition or change that, individually or in the aggregate, (i) is or would reasonably be expected to be material and adverse to the assets, business, condition (financial or otherwise) or results of operations of the Acquired Assets or the Business or (ii) has prevented, materially delayed, or materially impaired, or would be reasonably likely to prevent, materially delay or materially impair, the ability of Seller to consummate the transactions contemplated by this Agreement or any other Transaction Document or to perform their respective obligations under this Agreement or any other Transaction Document; provided, however, that none of the following events, effects, occurrences, developments, state of circumstances, changes, facts or conditions shall be deemed, either alone or in combination, to constitute a Material Adverse Change, or to be taken into account in determining whether there has been or will be a Material Adverse Change: (a) changes or effects in business, economic, social, political, Tax, regulatory or legal conditions or financial markets generally or within the United States; (b) changes in GAAP, (c) changes or effects that arise out of or are attributable to the commencement, occurrence, continuation or intensification or reduction or cessation of any war (whether or not declared), sabotage, armed hostilities or acts of terrorism, (d) earthquakes, hurricanes or other natural disasters, (e) any epidemics, pandemics, disease outbreaks, or other public health emergencies, including the COVID-19 pandemic, (f) changes or effects that relate to any failure by Seller to meet internal projections or forecasts for any period (including with respect to the Acquired Assets or the Business), (g) changes or effects that arise out of or are attributable to the negotiation, execution, public announcement or performance of this Agreement, (h) actions or omissions taken or not taken by or on behalf of Seller in compliance with the Bankruptcy Code or an order from the Bankruptcy Court, (i) the fact that Seller will be operating as a debtor in possession under the Bankruptcy Code, (j) changes in applicable Laws after the date of this Agreement, or (k) any actions taken by Seller as expressly required by this Agreement or with Buyer’s prior written consent; provided, that with respect to the preceding clauses (a) - (d) and (j), such changes may be taken into account only to the extent they have a disproportionate impact on the Business, the Acquired Assets, the Assumed Liabilities and Seller relative to other companies operating in the same industry.

“**Material Customer**” has the meaning set forth in Section 4.14(a).

“**Material Supplier**” has the meaning set forth in Section 4.14(b).

“**Order**” means any judgment, order, writ, decree, injunction or other determination whatsoever of any Governmental Authority or any other entity or body whose finding, ruling or holding is legally binding or is enforceable as a matter of right (in any case, whether preliminary or final).

“**Ordinary Course**” means, with respect to the operation of the Business from and after the commencement of the Bankruptcy Case, the usual and ordinary course of business consistent with the past practice of Seller and its Affiliates in the operation of such business prior to the Petition Date.

“**Owned Software**” has the meaning set forth in Section 4.06(e).

“**Permitted Encumbrances**” means (i) any Encumbrances that will not be removed, released or otherwise discharged by operation of the Sale Order and that are not Excluded Liabilities; and (ii) any statutory Encumbrances for Taxes and Tax assessments that are not Excluded Liabilities and are not yet due or payable as of the Closing.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

“**Petition Date**” has the meaning set forth in the Recitals.

“**Pre-Closing Tax Period**” means any taxable period ending on or before the Closing Date and the portion of any Straddle Period ending on and including the Closing Date.

“**Purchase Price**” has the meaning set forth in Section 2.05(a).

“**Representative**” means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

“**Qualified Bid**” has the meaning set forth in the Sale and Bid Procedures Motion.

“**Sale and Bid Procedures Motion**” means a motion filed by Seller with the Bankruptcy Court to seek approval of the Bid Procedures and entry of the Sale Order.

“**Sale Order**” means an Order of the Bankruptcy Court substantially in the form attached hereto as Exhibit A, pursuant to, *inter alia*, Sections 105, 363 and 365 of the Bankruptcy Code authorizing and approving the transactions contemplated by this Agreement; provided, that Buyer shall not be required to accept a Sale Order that does not: (i) provide for the sale, transfer and assignment of Seller’s rights, title and interest in the Acquired Assets to Buyer on the terms and conditions set forth herein, free and clear of all Claims, Excluded Liabilities, and Encumbrances (including any successor liability) to the maximum extent permitted by Law, other than Permitted Encumbrances and the Assumed Liabilities; (ii) provide for the assumption and assignment of the Assigned Contracts to Buyer; (iii) contain findings of fact and conclusions of law that the transactions contemplated by this Agreement are undertaken by Buyer and Seller at arm's length, without collusion and that the Buyer has acted in “good faith” within the meaning of, and entitled to the protections of, Section 363(m) of the Bankruptcy Code; (iv) find that notice of the Sale and Bid Procedures Motion was good and sufficient; (v) provide that, other than the Assumed Liabilities and Permitted Encumbrances, Buyer shall not be responsible for any liability of Seller; (vi) find the transfers of the Acquired Assets by Seller to Buyer constitutes transfers for reasonably equivalent value and fair consideration under the Bankruptcy Code; (vii) provide that the Sale Order is binding upon any trustee in the event of conversion of Seller’s chapter 11 cases to cases under chapter 7, or in the event that a chapter 11 trustee is appointed or venue is transferred; and (viii) hold that Buyer is not a successor to Seller or their estates by reason of any theory of law or equity with respect to any Claims or Encumbrances against Seller or the Acquired Assets and to the maximum extent permitted by applicable Law permanently enjoining each and every holder of any claim for such liabilities from commencing, continuing or otherwise pursuing or enforcing any remedy, claim, cause of action or Encumbrance against Buyer or the Acquired Assets.

“**Seller Employee**” has the meaning set forth in Section 4.09(a).

“**Seller**” has the meaning set forth in the preamble of this Agreement.

“**Seller Closing Certificate**” has the meaning set forth in Section 7.02(e).

“**Seller Representative**” has the meaning set forth in Section 11.02(a).

“**Software**” means any and all of the following: (i) computer programs, whether in source code or object code, including all development tools; (ii) user interfaces; (iii) application programming interfaces; (iv) machine-readable databases and compilations; and (v) all documentation, user manuals and training materials, related to any of the foregoing.

“**Straddle Period**” means any period beginning before and ending after the Closing Date.

“**Subsidiary**” means, with respect to any Person, any corporation, limited liability company, joint venture or partnership of which such Person (a) beneficially owns, either directly or indirectly, more than fifty percent (50%) of (i) the total combined voting power of all classes of voting securities of such entity, (ii) the total combined equity interests, or (iii) the capital or profit interests, in the case of a partnership; or (b) otherwise has the power to vote or to direct the voting of sufficient securities to elect a majority of the board of directors or similar governing body.

“**Tax**” or “**Taxes**” means: (i) all federal, state, local, foreign, and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, value added, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties; (ii) any Liabilities for, or in respect of the payment of, any amount of a type described in clause (i) of this definition as a result of having been a member of a consolidated, combined, affiliated, unitary, aggregate or other group for Tax purposes (including as a result of Treasury Regulation Section 1.1502-6 (or any predecessor or successor thereof or any analogous or similar provision of federal, state, local or foreign Law)); and (iii) any Liabilities for, or in respect of the payment of, any amount described in clause (i) or (ii) of this definition as a transferee or successor, by Contract, by assumption, by operation of Law or otherwise.

“**Tax Return**” means any return (including any information return), report, statement, declaration, estimate, schedule, notice, notification, form, election, certificate, claim for refund or other document or information (including any amendments thereto) that is, has been or may in the future be filed with or submitted to, or required to be filed with or submitted to, any Governmental Authority in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any Law relating to any Tax.

“**Trademarks**” means all trademarks, service marks, trade dress, logos, distinguishing guises and indicia, trade names, corporate names, business names, domain names and social media accounts, and all associated goodwill, whether or not registered, including all common law rights, and registrations, applications for registration and renewals thereof, including all marks registered in the United States Patent and Trademark Office, the trademark offices of the states and territories of the United States of America, and the trademark offices of other nations throughout the world, all rights therein provided by multinational treaties, conventions or applicable Law, and all social media addresses and accounts.

“**Transaction Documents**” means this Agreement, the Bill of Sale (see Section 3.02(a)(2)), the Assumption and Assignment Agreement (see Section 3.02(a)(3)), the Intellectual Property Assignment Agreements (see Section 3.02(a)(4)), and the other agreements, instruments and documents required to be delivered at the Closing.

“**Transition Services Agreement**” has the meaning set forth in Section 3.02(a)(8).

“**Transferred Domain Names**” has the meaning set forth in Section 2.01(a)(3).

“**Transfer Taxes**” has the meaning set forth in Section 3.04.

“**Treasury Regulations**” means the final or temporary regulations that have been promulgated under the Code by the U.S. Department of the Treasury.

“**WARN Laws**” has the meaning set forth in Section 7.03(b).

“**Winning Bidder**” has the meaning set forth in the Sale and Bid Procedures Motion.

ARTICLE II PURCHASE AND SALE

Section 2.01. Purchase and Sale of Assets. Subject to the terms and conditions set forth herein and pursuant to Sections 105, 363, and 365 of the Bankruptcy Code, at the Closing, but subject to Section 2.07, Seller will sell, assign, transfer, convey, and deliver to Buyer (or any Person designated by Buyer), or cause one or more of its Affiliates to sell, assign, transfer, convey, and deliver to Buyer (or any Person designated by Buyer), and Buyer will purchase therefrom, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller’s or such Affiliates’ right, title and interest in, to, and under the assets, rights and properties of every nature (whether now existing or hereafter acquired and whether or not reflected on the books or financial records of Seller) primarily used in or related to the operation or conduct of the Business (collectively, the “**Acquired Assets**”), including the following assets, rights and properties:

(a) all Intellectual Property that is owned by Seller or any of its Affiliates, or in which Seller or any of Seller’s Affiliates have any interest or right, and used or held for use by Seller or any of Seller’s Affiliates in the Business, wherever located (the “**Intellectual Property Assets**”), including, but not limited to:

(1) the copyright registrations set forth in Section 2.01(a)(1) of the Disclosure Schedule;

(2) the Trademarks set forth in Section 2.01(a)(2) of the Disclosure Schedule, and goodwill associated therewith, including the historical trademark files;

(3) the internet domain name registrations, web addresses, web pages, websites and related content, and social media accounts set forth in Section 2.01(a)(3) of the Disclosure Schedule (“**Transferred Domain Names**”);

(4) the patents, patent applications, industrial design registrations and applications therefor, divisions, divisionals, continuations, continuations-in-part, reissues, substitutes, renewals, registrations, confirmations, re-examinations, extensions and any provisional applications, or any such patents or patent applications, and any foreign or international equivalent of any of the foregoing set forth in Section 2.01(a)(4) of the Disclosure Schedule;

(5) all rights of publicity and all similar rights, including all commercial merchandising rights, owned or controlled by Seller or any of its Affiliates and either (A) derived from, based upon, inherent, in or attaching to the Intellectual Property Assets or (B) used or held for use in the conduct of the Business, in each case, to the extent permitted to be assigned under any Contract or applicable Law;

(6) all customer data and information derived from customer purchase files and branded loyalty promotion programs and other similar information related to customer purchases, including personal information (such as name, address, telephone number, e-mail address, website, and any other database information) and customer purchase history at a transaction level (including dollar amounts, dates, and items purchased, but excluding from the foregoing any credit card numbers or related customer payment source, social security numbers, or other information prohibited by Law) relating to customers of the retail stores and ecommerce sites in all instances related to the Business;

(7) all email addresses under the Transferred Domain Names;

(8) Baliho's search and social buying platform, partner opt-in portal and partner reporting dashboard, including the Software included therein;

(9) the right to enforce and to represent to third parties that Buyer is the successor to all rights with respect to the Intellectual Property Assets;

(10) all originals and copies of all files and assignment documentation pertaining to existence, validity, availability, registrability, infringement, enforcement or ownership of any of the Intellectual Property Assets and documentation of the development, conception or reduction to practice thereof, in each case, under Seller's or any of its Affiliates' possession or control; provided that Seller shall be entitled to retain copies thereof for legal record-keeping purposes; and

(11) all other Intellectual Property owned by Seller or any of its Affiliates, or in which Seller or any of its Affiliates have any interest or right, and used or held for use by them in the conduct of the Business.

(b) all of Seller's and its Affiliates' indemnities and all similar rights against third parties to the extent related to any Acquired Assets;

(c) all Accounts Receivable of the Business, including unbilled revenue under the Assigned Contracts, and all causes of action pertaining to the collection of the foregoing;

(d) all prepaid expenses relating to any of the Assigned Contracts, including deposits, security deposits, merchant deposits and other prepaid expenses;

(e) as relating to the Acquired Assets, the Assigned Contracts or the Business, originals or copies of all books and records; books of account, ledgers, and general financial information; databases, files, ledgers, documentation, instruments, research, papers, data, sales or technical literature or similar information; financial and accounting records; customer lists; product catalogs; customer purchasing histories; quality control records and procedures; customer complaints and inquiry files; research and development files, records, and data (including all correspondence with any Governmental Authority); technical scientific and other know-how and information (including promotional material); trade secrets; confidential information, methods, processes, practices, formulas, designs, design rights, patterns, assembly procedures, and specifications; sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies, and practices); third party payment

accounts; internal financial statements; marketing, advertising and promotional materials and surveys; and materials, research, and files relating to the Acquired Assets, the Business or any of the Assigned Contracts (“**Books and Records**”);

(f) all Assigned Contracts, including all rights and benefits thereunder;

(g) the right to receive and retain mail and other communications related to the Acquired Assets or the Business;

(h) all goodwill and other intangible assets associated with the Acquired Assets and the Business (to the extent transferable), including customer and supplier lists;

(i) all IT Assets, Software and Licensed Software, including, but not limited to, the Software set forth on Section 2.01(i) of the Disclosure Schedule;

(j) to the extent not set forth above: (i) all tangible and intangible assets, all inventory, equipment, and fixed assets related to or used in operation of the Business; (ii) all internal systems and Software owned by, or used pursuant to a license, related to the operation of the Business; (iii) copies of all records, customer lists, books, files, papers, ledgers, correspondence, databases, information systems, programs, materials, documents and records relating to the Business as physically maintained or maintained on any other medium; and (iv) to the extent transferable, all permits used in the Business; and

(k) except as set forth in Section 2.02(a), claims, causes of action and other legal rights and remedies against other Persons (including for royalties, fees or other income, past, present or future infringement, misappropriation or violation of, any of the Acquired Assets) to the extent arising from or relating to or in connection with the Acquired Assets, the Assumed Liabilities or the Business (regardless of whether or not asserted by Seller), all of the proceeds from the foregoing which are accrued and unpaid as of the Closing, all rights of indemnity, warranty rights, guaranties received from vendors, suppliers, or manufacturers, rights of contribution, rights to refunds (except to the extent constituting Excluded Assets), rights of reimbursement, and other rights of recovery possessed by the Business against other Persons and the prosecution files of the Business related thereto, in each case, to the extent related to the Acquired Assets, the Assumed Liabilities or the Business (regardless of whether such rights are currently exercisable).

Section 2.02. Excluded Assets.

(a) All assets of Seller that do not constitute Acquired Assets (collectively, “**Excluded Assets**”) shall not be acquired by Buyer and shall specifically include:

(1) all cash, including the Purchase Price, cash equivalents, bank accounts, and securities of Seller; provided, that, to the extent that any Acquired Assets are deposited into Seller’s bank accounts after the Closing Date, Seller shall promptly pay to Buyer by wire transfer all collected funds constituting Acquired Assets;

(2) all Contracts other than the Assigned Contracts;

(3) all Benefit Plans;

(4) all Avoidance Actions; and

(5) the rights that accrue or will accrue to Seller under the Transaction Documents.

(b) Buyer shall have the right, exercisable in Buyer's sole discretion at any time prior to Closing to (1) designate any Contract that is primarily used in or related to the operation or conduct of the Business but not included on Section 2.01(f) of the Disclosure Schedule as an Assigned Contract (and the parties shall update Section 2.01(f) of the Disclosure Schedule accordingly), and (2) designate any Assigned Contract set forth on Section 2.01(f) of the Disclosure Schedule as an Excluded Asset; provided, however, that (i) if Buyer exercises Buyer's right to designate any Assigned Contract as Excluded Assets, the Purchase Price shall not be reduced (or increased) as a result of such designation; and (ii) for the avoidance of doubt, once an Assigned Contract is designated as an Excluded Asset pursuant to the foregoing, such Assigned Contract shall be no longer be deemed an Assigned Contract and shall be deemed an Excluded Asset for all purposes under this Agreement, including for purposes of determining the Cure Claims constituting Assumed Liabilities.

Section 2.03. Assumed Liabilities. Subject to the terms and conditions set forth herein, Buyer (or any Person designated by Buyer) shall assume and agree to pay, perform and discharge when due only the following Liabilities and obligations of Seller arising out of or relating to the Acquired Assets on or after the Closing, which for the avoidance of doubt shall not include the Excluded Liabilities and any other Liabilities and obligations that relate to any failure to perform, improper performance, warranty, or other breach, default, or violation by Seller (collectively, the "**Assumed Liabilities**"):

(a) all Liabilities and obligations arising under or relating to the Assigned Contracts, but solely to the extent such Liabilities and obligations are to be performed on or after the Closing;

(b) the Cure Claims; and

(c) all other Liabilities and obligations arising out of or relating to Buyer's ownership or operation of the Acquired Assets on or after the Closing.

Section 2.04. Excluded Liabilities. Buyer will not assume and will not be responsible to pay, perform or discharge any Liabilities of Seller or any of Seller's Affiliates of any kind or nature whatsoever, including any intercompany obligations, and except to the extent such Liabilities are Assumed Liabilities (the "**Excluded Liabilities**"). For the avoidance of doubt, the term "**Excluded Liabilities**" shall include (and these Liabilities and obligations shall not in any event be Assumed Liabilities):

(a) all Liabilities and obligations arising under or relating to any Contract of Seller that is not an Assigned Contract (including, for the avoidance of doubt, Liabilities and obligations arising under any Contract concerning the lease of real property);

(b) any and all Liabilities under an Assigned Contract arising prior to the Closing, other than the Cure Claims determined pursuant to a Final Order;

(c) any indebtedness or obligation for borrowed money of Seller or any of its Affiliates;

(d) all Liabilities arising from the Excluded Assets;

(e) all Liabilities for any and all Taxes for which Seller or any of its Affiliates or direct or indirect partners, shareholders or members is or may be liable, regardless of the taxable period to which such Taxes relate, and any and all Taxes relating to or imposed or payable in connection with the Business

or any of the Acquired Assets to the extent attributable to (or payable in respect of) any Pre-Closing Tax Periods, in each instance regardless of whether such Taxes are assessed or determined to be due or payable on, before or after the Closing, excluding, however, any Transfer Taxes payable by Buyer pursuant to Section 3.04:

(f) all Liabilities under any Benefit Plans;

(g) any and all Liability for: (i) costs and expenses incurred by Seller or any of its Affiliates or owed in connection with the administration of the Bankruptcy Case (including the U.S. Trustee fees, the fees and expenses of attorneys, accountants, financial advisors, consultants, and other professionals retained by Seller or any of its Affiliates, and any official or unofficial creditors' committee, the fees and expenses of the post-petition lenders or the pre-petition lenders incurred or owed in connection with the administration of the Bankruptcy Case); and (ii) all costs and expenses of Seller or any of its Affiliates incurred in connection with the negotiation, execution, and consummation of the transactions contemplated under this Agreement or the other Transaction Documents;

(h) any Liabilities with respect to negative credit balances under any accounts receivable of Seller or any of its Affiliates;

(i) any and all Liabilities arising from or related to the operation or condition of the Acquired Assets or the Assumed Liabilities prior to the Closing or facts, actions, omissions, circumstances or conditions existing, occurring or accruing with respect to the Acquired Assets or the Assumed Liabilities prior to the Closing;

(j) any and all Liabilities arising out of or resulting from layoffs or termination of employees by Seller or any of its Affiliates prior to Closing and/or the consummation of the transactions contemplated by this Agreement sufficient in the aggregate to, in and of themselves, require notice under the WARN Act;

(k) any Liabilities arising out of or in connection with claims, litigation and proceedings (whether instituted prior to or after Closing) for acts or omissions that occurred, or arise from events that occurred, prior to the Closing Date;

(l) any Liabilities to Stephens Inc. or any other investment banker, broker, or agent engaged by Seller or any of its Affiliates with respect to the payment of any commission or other compensation regarding the consummation of the transactions contemplated by this Agreement.

(m) any Liabilities associated with any and all indebtedness of Seller or any of its Affiliates for borrowed money not included in the Assumed Liabilities;

(n) any and all Liabilities relating to any environmental, health or safety matter (including any Liability or obligation under any applicable Laws concerning environmental, health or safety matters, whether known or unknown), arising out of or relating to Seller's or any of its Affiliates' conduct, action or omission or its leasing, ownership or operation of real property on or prior to the Closing Date, no matter when raised; and

(o) any Liabilities with respect to any Encumbrances which (i) do not constitute Permitted Encumbrances or (ii) will be removed pursuant to the Sale Order.

Section 2.05. Purchase Price.

(a) The aggregate purchase price for the Acquired Assets is (i) the Closing Cash Consideration, plus (ii) the assumption of Assumed Liabilities (collectively, the "**Purchase Price**").

(b) At the Closing, Buyer shall: (i) pay to the Seller Representative an amount (such amount, the "**Closing Payment**") equal to (x) the Closing Cash Consideration, minus (y) the Deposit, by wire transfer of immediately available funds to an account designated in writing by the Seller Representative to Buyer no later than two (2) Business Days prior to the Closing Date; and (ii) direct the Escrow Agent to disburse the Deposit to Seller.

(c) Buyer shall, no later than two (2) Business Days following the Effective Date, deliver into a segregated account (the "**Escrow**") maintained by an escrow holder mutually agreed to by the parties (the "**Escrow Holder**") and pursuant to an escrow agreement in form and substance reasonably satisfactory to Buyer and Seller the sum of \$90,000 (the "**Deposit**") in immediately available funds. Upon receipt of the Deposit, the Escrow Holder shall immediately place the Deposit into a non-interest-bearing account. The Deposit shall become nonrefundable upon the earlier of: (i) the entry of an Order of the Bankruptcy Court approving Buyer as the Winning Bidder at the hearing on the Sale and Bid Procedures Motion and satisfaction by all parties of all conditions set forth in ARTICLE VII, and the absence of any restriction, limitation, or prohibition on Buyer's right to acquire the Acquired Assets in the manner, and under the terms and conditions, set forth in this Agreement; and (ii) termination this Agreement by the Seller Representative by reason of a Buyer Default Termination. At the Closing, the Deposit shall be delivered to Seller and credited toward payment of the Purchase Price. In the event the Deposit becomes non-refundable as a result of a Buyer Default Termination and Seller is not then in Default of this Agreement, Seller shall be permitted to instruct Escrow Holder to disburse the Deposit to Seller (in accordance with the Escrow Agreement) to be retained by Seller for Seller's own account as liquidated damages. If this Agreement is terminated in accordance with Section 9.01 for any reason other than due to a Buyer Default Termination, and the Buyer is not then in Default, Buyer shall be permitted to instruct the Escrow Holder to return the Deposit to Buyer (in accordance with the Escrow Agreement) within two (2) Business Days.

(d) With respect to each of the Assigned Contracts assigned to Buyer on or after the Closing Date pursuant to the Sale Order, Buyer shall satisfy on the Closing Date, all Liabilities thereunder (as distinct from curing all defaults or failures to comply with provisions thereunder that may not be cured by the mere payment of money) (i) accruing or arising at any time prior to or after the Petition Date or (ii) arising from or relating to any act, event, or occurrence prior to the Petition Date that are required to be paid pursuant to § 365 of the Bankruptcy Code in order to assume and assign the Assigned Contracts to Buyer (individually a "**Cure Claim**" and collectively "**Cure Claims**").

Section 2.06. Withholding Tax. Buyer shall be entitled to deduct and withhold from the Purchase Price all Taxes that Buyer may be required to deduct and withhold under any provision of Tax Law. All such deducted and withheld amounts that are paid over to the relevant Governmental Authority will be treated as delivered to Seller hereunder. In the event Buyer determines that it is required to deduct and withhold and pay Taxes, Buyer shall notify the Seller Representative of such requirement and the basis for such requirement at least five (5) days prior to any deduction and withholding. Buyer and Seller shall cooperate, as reasonably requested by the Seller Representative to reduce the amount of deduction and withholding Taxes imposed on the Purchase Price.

Section 2.07. Third Party Consents. If the assignment by a Seller to Buyer of Seller's rights under any Contract or permit constituting an Acquired Asset, or any other Acquired Asset, would be a violation of applicable Law or require the consent of another Person that is not addressed in the Sale Order,

this Agreement will not constitute an agreement to assign such Contract, permit, or other Acquired Asset if an attempted assignment would constitute a breach thereof or be unlawful, and Seller and Buyer shall use commercially reasonable efforts to obtain any such required consent(s), including approval for a novation of any Governmental Contract (or any other Assigned Contracts to the extent that the Sale Order does not eliminate the requirement to obtain the prior consent of any one or more counterparties to a Contract) as promptly as possible. Except to the extent that the Sale Order eliminates the requirement to obtain the prior consent of or notification to any one or more counterparties to a Contract, no Contract set forth on Section 2.01(f) of the Disclosure Schedule that requires the consent of or notification to another Person for Seller to assign such Contract to Buyer shall constitute an Assigned Contract pursuant to this Agreement until such consent shall be obtained or notification shall be made. If any such consent shall not be obtained, notification made or novation approved, or if any attempted assignment would be ineffective or would impair Buyer's rights under the Acquired Asset in question so that Buyer would not in effect acquire the benefit of all such rights: (i) for a period of up to ninety (90) days following the Closing Date, Seller, as permitted by Law, shall, to the extent Seller is able, cooperate, as permitted by Law, with Buyer in any commercially reasonable arrangement designed to provide such benefits to Buyer and (ii) Buyer shall reimburse Seller for any out of pocket costs actually paid by Seller to the other party to such Assigned Contract or in respect of such permit. If any required consent in respect of a Contract, permit, or other Acquired Asset is not received within ninety (90) days after the Closing Date, then such Contract, permit, or other Acquired Asset, as applicable, shall be deemed to be an Excluded Asset.

Section 2.08. [Reserved].

Section 2.09. Intended Tax Treatment. The parties acknowledge and agree that for federal and applicable state, local and foreign income Tax purposes the purchase and sale of the Acquired Assets and the assumption of the Assumed Liabilities (a) is a taxable sale under Section 1001 of the Code, and (b) is not a "reorganization" within the meaning of Section 368(a)(1)(G) of the Code. The parties, unless otherwise required by applicable Tax Law, shall prepare and file all Tax Returns in a manner consistent with the intended Tax treatment and shall take no position in any Tax Return, proceeding, Action, audit or otherwise that is inconsistent with the intended Tax treatment.

Section 2.10. Purchase Price Allocation. Within sixty (60) days after the Closing, Buyer shall deliver to Seller Representative an allocation of the final Purchase Price (and the Assumed Liabilities treated as consideration for federal Income Tax purposes) among the Acquired Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (and any similar provision of state, local and foreign law, as appropriate) (the "Allocation"). Seller Representative shall have a period of thirty (30) days after the delivery of the Allocation to notify Buyer of any objections Seller may have to the allocations set forth therein. Unless Seller Representative timely objects, such Allocation shall be binding on the parties without further adjustment, absent manifest error. Buyer shall have a period of thirty (30) days after the delivery of Seller Representative's objection, if any, to the Allocation to notify Seller Representative of comments to such objection. If Buyer timely objects, then Buyer and the Seller Representative shall negotiate in good faith and use their reasonable best efforts to resolve such dispute. If the parties fail to agree within fifteen (15) days of Buyer's objection, then Seller will not be bound by the Allocation prepared by Buyer, and Buyer and Seller may independently determine its own allocation of the Purchase Price and the Assumed Liabilities among the Acquired Assets and may file its Tax Returns (and Tax Returns of its Affiliates) using alternative allocations as it determines in its sole discretion, provided that Buyer and Seller shall file, and to the extent required by applicable law require its Affiliates to file, IRS Form 8594 with any such Tax Returns. If the Buyer and the Seller Representative ultimately agree in writing on the Allocation Schedule, then (i) Seller and Buyer shall (and shall cause their Affiliates to) report consistently with the Allocation on all applicable Tax Returns, and none of Seller or Buyer shall (or shall permit its Affiliates to) take any position inconsistent with the Allocation (except as otherwise required pursuant to a determination, as defined in Section 1313 of the Code), provided, however, that none of Seller

or Buyer (nor any of its Affiliates) shall be required to litigate or challenge before any court or administrative agency any proposed deficiency or adjustment by any Governmental Authority challenging such allocation and (ii) Buyer and Seller shall exchange completed copies of IRS Form 8594, any required schedules thereto, and any similar state, local and foreign forms, not later than thirty (30) days prior to the applicable filing date.

ARTICLE III CLOSING

Section 3.01. Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "Closing") will take place through the electronic exchange of documents and signatures, which process will be coordinated by Young Conaway Stargatt & Taylor, LLP, at 10:00 am prevailing Eastern Time, on the later of (i) the fourth (4th) Business Day following the satisfaction or waiver of each of the conditions set forth in ARTICLE VII (other than those conditions which can be satisfied only at the Closing, but subject to the satisfaction or waiver of such conditions at Closing) and (ii) at such other time, date or place as the Seller Representative and Buyer may mutually agree upon in writing. The date on which the Closing is to occur is herein referred to as the "Closing Date" and the Closing shall be deemed to have occurred at 12:01 am prevailing Eastern Time on the Closing Date.

Section 3.02. Closing Deliverables.

(a) At the Closing, Seller will deliver or cause to be delivered to Buyer the following, each of which shall be duly executed (if applicable) by Seller (or an Affiliate thereof):

- (1) a copy of the Sale Order (in form and substance reasonably acceptable to Buyer) entered by the Bankruptcy Court;
- (2) the Bill of Sale;
- (3) the Assumption and Assignment Agreement;
- (4) the Intellectual Property Assignment Agreements;
- (5) the Seller Closing Certificate;
- (6) a Form W-9 from Seller, which shall serve as a certificate of non-foreign person status for purposes of Section 1445(b)(2) of the Code and Treasury Regulation Section 1.1445-2(b);
- (7) physical possession of the Books and Records and other tangible Acquired Assets at the location or locations where such Books and Records and Acquired Assets are located on the Closing Date;
- (8) a transition services agreement, duly executed by the acquiror of the Agency Business and the Insights Business (such acquisition to close on or around the Closing Date), in respect of (i) certain social media accounts, (ii) the Google payment account, (iii) certain shared vendor accounts and arrangements, including (without limitation) with Google LLC (Google Ads), Microsoft Corporation (Microsoft Online, Inc.), and Meta Platforms, Inc. (Facebook, Inc.), (iv) a certain shared customer account, and (v) such other matters as determined by the parties thereto (the "Transition Services Agreement"); and

(9) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be reasonably required to give effect to this Agreement.

(b) At the Closing, Buyer will deliver to the Seller Representative the following, each of which shall be duly executed by Buyer (if applicable):

- (1) the Closing Payment;
- (2) instructions to the Escrow Holder to deliver the Deposit to Seller;
- (3) the Assumption and Assignment Agreement;
- (4) the Intellectual Property Assignment Agreements;
- (5) the Transition Services Agreement; and
- (6) the Buyer Closing Certificate.

Section 3.03. Straddle Period Allocation. To the extent it is necessary for purposes of this Agreement to determine the allocation of Taxes among a Straddle Period, the amount of any Taxes based on or measured by income, receipts, payroll or sales for the Pre-Closing Tax Period will be determined based on an interim closing of the books on the Closing Date (and for such purpose, the taxable period of any partnership or other pass through entity in which Seller or any of its Subsidiaries hold a beneficial interest will be deemed to terminate at such time) and the amount of other Taxes for a Straddle Period that relates to the Pre-Closing Tax Period will be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction, the numerator of which is the number of days in the taxable period ending on the Closing Date and the denominator of which is the number of days in such Straddle Period.

Section 3.04. Transfer Taxes. Any transfer taxes that may be payable by reason of the sale of the Acquired Assets under this Agreement or the transactions contemplated herein ("**Transfer Taxes**") shall be borne and timely paid by Buyer. Each of Buyer and Seller shall cooperate with each other and timely sign and deliver such certificates or forms as may be necessary or appropriate to file any Tax Returns required to be filed in connection with Transfer Taxes or to establish an exemption from (or otherwise reduce) such Transfer Taxes.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer, as of the date hereof and as of the Closing Date, the representations and warranties in this ARTICLE IV:

Section 4.01. Organization and Qualification of Seller. Seller is duly incorporated, validly existing and in good standing under the Laws of the jurisdiction of its organization. Seller has full power and authority to own, operate, or lease the properties and assets now owned, operated, or leased by Seller. Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership by it of the Acquired Assets or the operation of the Business as currently conducted by it makes such licensing or qualification necessary, except where the lack of such qualification would not reasonably be expected to cause a Material Adverse Change.

Section 4.02. Authority of Seller. Subject to the entry of the Sale Order in the Bankruptcy Case, (i) Seller has full power and authority to, enter into this Agreement and the other Transaction Documents to which Seller is a party, to carry out, and to cause any of its Affiliates to carry out, their obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby; (ii) the execution and delivery by Seller of this Agreement and any other Transaction Document to which it is a party, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by any necessary action on the part of Seller; and (iii) this Agreement has been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or effecting creditors' rights and to general principles of equity.

Section 4.03. No Conflicts; Consents. Subject to the entry of the Sale Order in the Bankruptcy Case, the execution, delivery and performance by Seller, and the execution, delivery and performance by any of Seller's Affiliates, of the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of formation, operating agreements or other organizational documents of Seller or any of its Affiliates; (b) conflict with or result in a violation or breach of any provision of any Law applicable to Seller or any of its Affiliates; (c) except as set forth in Section 4.03(c) of the Disclosure Schedule, require the consent, notice or other action by any Person under, or conflict with, result in a violation or breach of, constitute a default or an event that would constitute a default under any Assigned Contract to which Seller or any of its Affiliates is a party; (d) result in the creation or imposition of any Encumbrance on the Acquired Assets; or (e) require the consent of, or filing with, any Governmental Authority.

Section 4.04. Contracts.

(a) Section 4.04(a) of the Disclosure Schedule lists each Contract (including any Intellectual Property Agreements) to which Seller is a party or by which the Acquired Assets are bound that is material to the conduct of the Business. For each Contract and other agreement listed in Section 4.04(a) of the Disclosure Schedule, Seller has delivered or made available to Buyer a correct and complete copy of each written Contract and other agreements, including all modifications, amendments and supplements thereto and waivers thereunder.

(b) Each Assigned Contract (including any Intellectual Property Agreements) is valid and binding on Seller (or, where applicable, its Affiliate) in accordance with its terms and is in full force and effect. No party to an Assigned Contract or third party licensor has (i) terminated or provided notice to Seller that such party intends to terminate such Assigned Contract or license or (ii) provided notice to Seller of Seller's default pursuant to the terms of such Assigned Contract.

(c) Subject to (x) the Bankruptcy Case (including any breaches or defaults relating to the commencement thereof and any payables that would have been paid but for the commencement thereof), and (y) payment of the Cure Claims, there are no material defaults under the Assigned Contracts by Seller (or, where applicable, any of its Affiliates party thereto) or, to the Knowledge of Seller, any other Person nor, to the Knowledge of Seller, any occurrences (with the giving of notice, or lapse of time, or both) that would constitute a material default by Seller (or, where applicable, its Affiliate) party thereto.

Section 4.05. Title to Acquired Assets. Seller (or, where applicable, its Affiliates) have good and valid title to, or a valid leasehold interest in, all of the Acquired Assets. All such Acquired Assets (including leasehold interests) are free and clear of Encumbrances except for Permitted Encumbrances. The

Acquired Assets constitute all of the assets and properties used or held for use in the Business (other than the Excluded Assets) and are in good operating condition and repair, except for ordinary wear and tear. Except for those assets set forth on Section 4.05 of the Disclosure Schedule, none of the assets, rights, or properties used by Seller to operate the Business are (i) located outside the United States or (ii) held by an Affiliate of Seller incorporated or organized in a jurisdiction outside the United States.

Section 4.06. Intellectual Property.

(a) Section 4.06(a) of the Disclosure Schedule sets forth a complete and accurate list of as of the date hereof of all Intellectual Property Registrations in the name of Seller (or, where applicable, its Affiliates) for any Intellectual Property owned by Seller (or, where applicable, any of its Affiliates) or used in the Business. The Intellectual Property Registrations included in the Acquired Assets are subsisting, valid and enforceable in their respective jurisdictions of registration in accordance with the applicable Laws of such jurisdiction. Except as otherwise indicated on Section 4.06(a) of the Disclosure Schedule, all filing, examination, issuance and post-registration fees associated or required with the Intellectual Property Registrations that were due prior to the Closing have been timely paid.

(b) Subject to entry of the Sale Order and except as set forth in Section 4.06(b) of the Disclosure Schedule, Seller (or, where applicable, its Affiliates) have the full right, power, and authority to sell, assign, transfer and convey all respective right, title and interest in and to the Intellectual Property Assets to Buyer.

(c) Except (i) for Permitted Encumbrances and (ii) subject to the terms of the license agreements identified in Section 4.06(c) of the Disclosure Schedule, Seller (or, where applicable, an Affiliate of Seller) owns or possesses all necessary legal and other rights to all Intellectual Property Assets, and at Closing will deliver all such Intellectual Property Assets free and clear of all Encumbrances.

(d) No Intellectual Property Assets are involved in, or since January 1, 2020, have been involved in, any opposition, cancellation or similar proceeding and Seller (or, where applicable, its Affiliates) have not received written notice that any such proceeding is currently threatened.

(e) Seller (or, where applicable, its Affiliates) have taken commercially reasonable steps to protect, maintain and preserve the confidentiality of the Intellectual Property Assets. To the Knowledge of Seller, the Intellectual Property Assets do not infringe, violate or misappropriate the intellectual property rights of any third party. To the Knowledge of Seller, Seller is not (and no Affiliate of Seller is) infringing, misappropriating, or otherwise violating the Intellectual Property rights of any other Person.

(f) Section 4.06(f) of the Disclosure Schedule sets forth a true, correct, and complete list of all Software (i) developed or owned for use in the Business (the “**Owned Software**”), or (ii) that is used to operate the Business, in each case, as currently conducted (“**Licensed Software**”). Seller (or, where applicable, any of its Affiliates) has all rights that are necessary to use the Software as and to the extent such Software is currently used in the Business. To the Knowledge of Seller, there is no unauthorized use, infringement, or misappropriation by Seller or any of its Affiliates of any Person’s commercial Software rights.

Section 4.07. Legal Proceedings; Governmental Orders.

(a) Except as set forth on Section 4.07(a) of the Disclosure Schedule, there are no Actions pending or, to the Knowledge of Seller, threatened in writing against or by Seller or any Affiliate of Seller (i) relating to or affecting the Business, the Acquired Assets or the Assumed Liabilities; or (ii) that

challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. To the Knowledge of Seller, no event has occurred or circumstances exist that may give rise or serve as a basis for any such Action. Seller is not subject to any outstanding Order relating to any Acquired Asset or Assumed Liability.

(b) Seller and the conduct of the Business are and at all times during the three (3) year period prior to the Effective Date have been in compliance in all material respects with all applicable Laws with respect to the conduct and operations of the Business and the Acquired Assets. Except as set forth on Section 4.07(b) of the Disclosure Schedule, neither Seller nor any Affiliate of Seller has received any written notice to the effect that, or otherwise been advised of, and to the Knowledge of Seller, there has not occurred with respect to the Acquired Assets or the Business, (a) any actual, alleged, possible or potential violation of, or failure to comply with, any such Laws, or (b) any actual, alleged, possible or potential obligation to undertake, or to bear all or any portion of the cost of, any remedial action of any nature.

(c) Seller is and at all times has been in compliance in all material respects with all permits applicable to Seller, or applicable to the conduct and operations of the Business, or relating to or affecting the Acquired Assets. During the three (3) year period prior to the Effective Date, neither Seller nor any Affiliate of Seller has received any written notice from any Governmental Authority specifically alleging (i) any actual, possible or potential material violation of, or failure to comply with, any such permits or (ii) any actual, alleged, possible or potential revocation, withdrawal, suspension, cancellation or termination of, or any modification to, any permit.

Section 4.08. Data Privacy; IT Systems.

(a) In connection with the collection, storage, transfer (including transfer across national borders), and use of any personally identifiable information from any individuals, including any one or more customers, prospective customers, employees, and other third parties (collectively “**Personal Information**”) in the course of the operation of the Business, to the Knowledge of Seller, Seller and each Affiliate of Seller is and, since January 1, 2020, has been in material compliance with all applicable Laws in all relevant jurisdictions.

(b) Seller and the Business have commercially reasonable physical, technical, organizational, and administrative security measures in place to protect all Personal Information collected by Seller or the Business from and against unauthorized access, use, and disclosure in accordance with applicable Law. Seller and the Business are and, since January 1, 2020, have been in compliance in all material respects with all Laws relating to data loss, theft and breach of security notification obligations. To the Knowledge of Seller, there have been no breaches, security incidents, misuse of or unauthorized access to or disclosure of any Personal Information in violation of applicable privacy Laws. Neither Seller nor any Affiliate of Seller has received written notice of any claims or investigations or inquiries by Governmental Authorities related to, or been charged with, the violation of any applicable Laws with respect to Personal Information. To the Knowledge of Seller, there are no facts or circumstances that could reasonably form the basis of any such notice or claim.

(c) To the Knowledge of Seller, Seller or an Affiliate thereof owns or has a valid right to access and use, pursuant to a valid, written Contract, all computer systems, networks, hardware, technology, databases, websites, platforms and equipment used to process, store, maintain and operate data, information, and functions used in and material to the Business (the “**IT Systems**”). Since January 1, 2020, the IT Systems have not suffered any material malfunction, failure, or security breach.

Section 4.09. Employment Matters.

(a) Section 4.09(a) of the Disclosure Schedule identifies all employees who, as of the Effective Date, primarily provide services in connection with the operation of the Business (each, a “**Seller Employee**”). Seller has provided to Buyer a schedule setting forth each Seller Employee’s (i) title or position, (ii) classification as exempt or non-exempt, (iii) base salary or hourly rate (or other rate of compensation), and (iv) status as full-time or part-time.

(b) Except as set forth on Section 4.09(b) of the Disclosure Schedule, (i) Seller is not a party to or bound by any labor union agreement; (ii) since January 1, 2020, neither Seller nor the Business has experienced any strike, slowdown, work stoppage, lockout or material labor dispute, claim of unfair labor practices, grievances (other than routine individual grievances), arbitration decisions, or other material dispute (nor has there been any such material dispute, to the Knowledge of Seller, threatened in writing); (iii) since January 1, 2020, neither Seller nor the Business has been asked to recognize any union or collective bargaining unit or union contribution agreement; (iv) since January 1, 2020, no organizational attempt has been made by or threatened by or on behalf of any labor union or collecting bargaining unit with respect to any Seller Employee; and (v) there are no material disputes pending or, to the Knowledge of Seller, threatened with respect to any current or former Seller Employees.

(c) Except as set forth on Section 4.09(c) of the Disclosure Schedule, there are, and since January 1, 2020, there have been, no Contracts with independent contractors or sole proprietors to perform services that are the same or substantially similar to services performed by current or former Seller Employees; nor are there any material disputes pending or, to the Knowledge of Seller, threatened in writing with respect to any independent contractor engaged by or on behalf of the Business.

(d) Except as set forth on Section 4.09(d) of the Disclosure Schedule: (i) Seller is in compliance in all material respects with all applicable Laws respecting employment and labor including those laws respecting worker classification, overtime pay and wages and hours, paid time off, employee leave, employment discrimination, harassment, immigration, layoffs (including the WARN Act), workers’ compensation, termination and severance pay, human rights, occupational health and safety, equal opportunity, labor relations, collective bargaining and the payment of social security and other employment-related Taxes; (ii) since January 1, 2019, there has been no wage and hour investigation, employment discrimination charge, or written complaint pertaining to any such charge against or affecting Seller in respect of the Business, nor has Seller received written notice of the intent of any Governmental Authority responsible for the enforcement of labor, employment, occupational health and safety or workplace safety and insurance/workers compensation laws, including any state labor relations board or equal opportunity agency or any court or tribunal, to conduct an investigation of Seller relating to the Business, nor has any written complaint or complaint been filed against Seller.

(e) Section 4.09(e) of the Disclosure Schedule lists each Contract pursuant to which a Seller Employee is bound by any restrictive covenants (including non-competition or non-solicitation obligations) in favor of Seller or its Affiliates.

Section 4.10. [Reserved].

Section 4.11. Brokers. Except to the extent payable solely by Seller (or any of its Affiliates), no broker, finder or investment banker is entitled to any brokerage, finder’s or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Seller (or any of its Affiliates).

Section 4.12. Tax Matters.

(a) All income and material federal, state, local and foreign Tax Returns required to be filed by Seller with respect to the Acquired Assets or the Assumed Liabilities have been timely filed when due (taking into account all valid extensions of due dates) and all such Tax Returns are true, correct and complete in all material respects. Except as otherwise limited by the filing of the Bankruptcy Case, all Taxes, whether or not shown to be due and payable on such Tax Returns, that are due and payable by Seller with respect to the Acquired Assets or the Assumed Liabilities have been timely paid in full by the due date thereof.

(b) Since January 1, 2020, no claim has been made in writing by any Governmental Authority in any jurisdiction with respect to which Seller does not file or has not filed Tax Returns that Seller is or may be subject to taxation by that jurisdiction.

(c) Seller has (i) withheld and paid over to the appropriate Governmental Authority all Taxes it is required to withhold from amounts paid or owing to any employee, independent contractor, creditor, or other third party under applicable laws, (ii) where applicable, retained all records or forms required to support or qualify the status as such of any Person referenced in the preceding clause, and (iii) retained any forms or other documents supporting the exemption of any person from Tax that Seller was otherwise required to collect, withhold or pay.

(d) There are no ongoing or pending Tax claims, audits, Actions, or other examinations or proceedings with respect to Taxes with respect to Seller and, to the Knowledge of Seller, no such claim, audit, examination or proceeding is threatened in writing. No claims, deficiencies, proposed adjustments or assessments of Taxes have been asserted or, to the Knowledge of Seller, threatened against Seller by any Governmental Authority.

(e) Seller is not a party to, or bound by, any Tax allocation, indemnification, or sharing Contract excluding any Contract entered into in the Ordinary Course a principal purpose of which does not relate to the sharing of Taxes.

(f) Seller (i) has, or has had, a permanent establishment (within the meaning of any applicable Tax treaty), an office, fixed place of business or other presence through employees or otherwise, in a country outside of its country of formation, and (ii) is (or has been) subject to Tax in any country outside of its country of formation by virtue of having a source of income in that jurisdiction.

Section 4.13. Receivables. Section 4.13 of the Disclosure Schedule sets forth all of the Accounts Receivable as of the date hereof. All of the Accounts Receivable (i) are bona fide receivables, (ii) represent obligations for the total dollar amount thereof shown on the books and records of the Business, which resulted from operation of the Business in the ordinary course and in a manner consistent with the normal credit practices of the Business, and (iii) have been billed and are generally due within 30 to 45 days after such billing. The Accounts Receivable constitute valid, undisputed claims of the Business and, to the Knowledge of Seller, are not subject to claims of set off or other defenses or counterclaims. There are no Encumbrances, other than Permitted Encumbrances, on any portion of such Accounts Receivables, and no agreement for deduction, free services or goods, discount or other deferred price or quantity adjustment has been made with respect to any of the Accounts Receivables. Since December 31, 2020, there have not been any write-offs as uncollectible of the Accounts Receivable except as set forth on Section 4.13 of the Disclosure Schedule. From January 1, 2023 to the date of this Agreement, Seller did not accelerate collection of any Accounts Receivable from the date normally due as noted on the applicable invoice.

Section 4.14. Customer and Supplier.

(a) Section 4.14(a) of the Disclosure Schedule sets forth an accurate and complete list of the ten (10) largest customers (based on the total amount of revenue received from such customer) of the Business for the 12-month periods ending December 31, 2021 and December 31, 2022 (each, a “**Material Customer**”). Neither Seller nor any of its Affiliates has received any written notice from any such **Material Customer** stating that such Material Customer has terminated or materially diminished, or intends to terminate or materially diminish, its relationship with the Business and, to the Knowledge of Seller, the business relationship with each Material Customer is in good standing.

(b) Section 4.14(b) of the Disclosure Schedule sets forth an accurate and complete list of the ten (10) largest third-party suppliers (based on the total amount purchased from such supplier) of the Business for the 12-month periods ending December 31, 2021 and December 31, 2022 (each, a “**Material Supplier**”). Neither Seller nor any of its Affiliates has received any written notice from any **Material Supplier** stating that such Material Supplier has terminated or materially diminished, or intends to terminate or materially diminish, its relationship with the Business.

Section 4.15. Certain Transactions. Neither Seller nor any of its Affiliates has made any payment in violation of Law to, or provided any illegal or improper benefit or inducement, including for or to any official of any Governmental Authority, supplier, customer, or other Person, in an attempt to influence any such Person to take or to refrain from taking any action relating to the operations of the Business, or to engage in any action by or on behalf of Seller or any of its Affiliates in any way, or paid any bribe, payoff, influence payment, kickback, or other unlawful payment.

Section 4.16. Real Property. Seller does not own any real property and neither Seller nor the Business is subject to any real property leases, licenses, subleases or similar Contracts in respect of any real property.

Neither Seller nor any other Person is making any representation or warranty of any kind or nature whatsoever, oral or written, express or implied, relating to Seller (including, but not limited to, any relating to financial condition, results of operations, assets or liabilities of Seller), except as expressly set forth in this ARTICLE IV and the Disclosure Schedule, and Seller hereby disclaims any such other representations or warranties.

**ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller as follows:

Section 5.01. Organization of Buyer. Buyer is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware.

Section 5.02. Authority of Buyer. Buyer has full corporate power and authority to enter into this Agreement and the other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any other Transaction Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, subject to bankruptcy,

insolvency, reorganization and other laws of general applicability relating to or effecting creditors' rights and to general principles of equity.

Section 5.03. No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, bylaws, or other organizational documents of Buyer or require the consent, notice or other Action by any Person under any Contract to which Buyer is a party.

Section 5.04. Closing Funds. Buyer will have at Closing funds or financing in place necessary to pay and deliver to Seller the Closing Payment and to perform and satisfy any Assumed Liabilities as such Assumed Liabilities come due. In no event shall the receipt or availability of any funds or financing by Buyer or any other financing or other transactions be a condition to Buyer's obligations hereunder.

Section 5.05. Brokers. Except to the extent payable solely by Buyer, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

Section 5.06. Adequate Assurance. Buyer has the ability to demonstrate to the Bankruptcy Court adequate assurance of future performance under the Assigned Contracts, and shall provide financial information reasonably available to Buyer and testimony that is required by the Bankruptcy Court to demonstrate Buyer's ability to assume, or to take an assignment of, the Assigned Contracts; provided, however, that any such financial information and related testimony and exhibits, other than information that is otherwise publicly available or is ordinarily provided by Buyer to potential contracting parties, shall be distributed subject to appropriate confidentiality arrangements and shall be filed or otherwise introduced in the Bankruptcy Court only under seal.

Section 5.07. Legal Proceedings. There are no Actions pending or threatened in writing against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. To the Buyer's knowledge, no event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

Section 5.08. "AS IS" Sale. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ARTICLE IV ABOVE, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ACQUIRED ASSETS INCLUDING EXPENSES TO BE INCURRED IN CONNECTION WITH THE ACQUIRED ASSETS, THE PHYSICAL CONDITION OF ANY PERSONAL PROPERTY COMPRISING A PART OF THE ACQUIRED ASSETS OR WHICH IS THE SUBJECT OF ANY OTHER LEASE OR OTHER CONTRACT TO BE ASSUMED BY BUYER AT THE CLOSING, THE VALUE OF THE ACQUIRED ASSETS (OR ANY PORTION THEREOF), THE TRANSFERABILITY OF PROPERTY, THE TERMS, AMOUNT, VALIDITY OR ENFORCEABILITY OF ANY ASSUMED LIABILITIES, THE MERCHANTABILITY OR FITNESS OF THE PERSONAL PROPERTY OR ANY OTHER PORTION OF THE ACQUIRED ASSETS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER OR THING RELATING TO THE ACQUIRED ASSETS OR ANY PORTION THEREOF. 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 ACQUIRED ASSETS, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ARTICLE IV ABOVE. SUBJECT TO THE REPRESENTATIONS SET FORTH IN ARTICLE IV, BUYER WILL

ACCEPT THE ACQUIRED ASSETS AT THE CLOSING “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS”.

ARTICLE VI COVENANTS

Section 6.01. Confidentiality. From and after the Closing and subject to any disclosure requirements of Seller arising in the Bankruptcy Case, Seller will, and will cause its Affiliates to, hold, and will use Seller’s commercially reasonable efforts to cause its and its Affiliates’ respective Representatives to hold, in confidence and will not use or otherwise exploit for any Person’s benefit, any and all information, whether written, oral, electronic or otherwise, relating to the Business, the Acquired Assets or the Assumed Liabilities (collectively, “Confidential Information”).

Section 6.02. Received Payments. From and after the Closing, if Seller or any of its Affiliates or their respective Representatives receives or collects any funds relating to any Acquired Asset, Seller will remit (or cause to be remitted) such funds to Buyer within ten (10) Business Days after its receipt thereof. If Buyer or any of its Affiliates receives or collects any funds relating to any Excluded Assets, Buyer or its Affiliate will remit such funds to the Seller Representative within ten (10) Business Days after its receipt thereof. From and after the Closing, Seller shall permit, and hereby authorize, Buyer to collect, in the name of Seller and its Affiliates, all accounts receivable constituting Acquired Assets and endorse with the name of Seller or any of their respective Affiliates for deposit in Buyer’s account any checks or drafts received in payment thereof.

Section 6.03. Availability of Books and Records. To the extent that Seller delivers Books and Records or copies of Books and Records to Buyer at the Closing Date, then for a period of three (3) years after the Closing, Buyer shall provide to the Seller Representative (after reasonable notice and during normal business hours and without charge to Seller) access to (a) Buyer’s personnel who have custody of Books and Records for periods prior to the Closing and (b) all Books and Records for periods prior to the Closing and shall preserve such Books and Records or deliver copies of such Books and Records to Seller Representative, subject to compliance with applicable Law. Such access to Books and Records shall include access to any such information in electronic form to the extent reasonably available. Seller shall have the right to retain copies of Books and Records for periods prior to the Closing. With respect to any litigation and claims, Buyer shall, at Seller’s sole expense, render all reasonable assistance that Seller may request in defending such litigation or claim and shall make available to Seller, for and at reasonable times, Buyer’s personnel most knowledgeable about the matter in question.

Section 6.04. Bulk Sales/Tax Clearance Waiver. The parties agree to waive compliance with the provisions of any so-called “bulk transfer law,” “bulk sales law,” or any similar Tax Law (including any tax clearance or certification of tax compliance Law) of any jurisdiction that may be applicable with respect to the sale of the Acquired Assets as contemplated by this Agreement; it being understood that any Liabilities arising out of the failure of Seller to comply with the requirements and provisions of any so-called “bulk transfer law,” “bulk sales law,” or any similar Tax Law (including any tax clearance or certification of tax compliance Law) of any jurisdiction shall not constitute Assumed Liabilities and shall be treated as Excluded Liabilities.

Section 6.05. Cooperation on Tax Matters. Seller and Buyer shall (and shall cause their respective Affiliates to) cooperate fully with each other and make available or cause to be made available to each other for consultation, inspection, and copying (at such other party’s expense) in a timely fashion such personnel, Tax data, relevant Tax Returns or portions thereof, and filings, files, books, records, documents, financial, technical and operating data, computer records, and other information as may be reasonably requested, including (a) for the preparation by such other party of any Tax Returns or (b) in

connection with any Tax audit or proceeding including one party (or an Affiliate thereof) to the extent such Tax audit or proceeding relates to or arises from the transactions contemplated by this Agreement.

Section 6.06. Retention of Tax and Other Records. From the Closing Date to the earliest of (i) seven years from the Closing Date, (ii) the expiration of the relevant statute of limitations, and (iii) the date on which the Bankruptcy Case is no longer pending, each of Seller and Buyer shall retain possession of all accounting, business, financial, and Tax records and information (including Tax Returns) that (a) relate to the Acquired Assets or Assumed Liabilities and are in existence on the Closing Date and (b) come into existence after the Closing Date but relate to the Acquired Assets or Assumed Liabilities before the Closing Date, and each of the parties shall give the other parties notice and a reasonable opportunity to retain any such records in the event that the party in possession of such records shall make a determination to destroy or otherwise abandon any such records. From the Closing Date to the earliest of (x) seven years from the Closing Date, (y) the expiration of the relevant statute of limitations, and (z) the date on which the Bankruptcy Case is no longer pending, Seller shall retain possession of all accounting, business, financial, and Tax records, Tax records and information (including Tax Returns) that relate to the Excluded Liabilities and shall give Buyer notice and a reasonable opportunity to retain any such records in the event that Seller shall make a determination to destroy or otherwise abandon any such records. In addition, from and after the Closing Date, each party shall provide to the other parties (after reasonable notice and during normal business hours and without charge) access to the books, records, documents, and other information relating to the Acquired Assets as the requesting party may reasonably deem necessary to properly prepare for, file, prove, answer, prosecute, and defend any Tax Return, claim, filing, Tax audit, Tax protest, suit, proceeding, or answer. Such access shall include access to any computerized information systems that contain data regarding the Acquired Assets. The provisions contained in this Section 6.06 are intended to, and shall, supplement and not limit the generality of the provisions contained in Section 6.03.

Section 6.07. Further Assurances. Following the Closing, each of the parties hereto will, and will cause its Affiliates and their respective Representatives to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

Section 6.08. Conduct of Business Prior to the Closing. Subject to limitations imposed upon Seller as a result of the filing of the Bankruptcy Case and in accordance with Seller's operation as debtors-in-possession in the Bankruptcy Case, from the Effective Date until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer, which consent may not be unreasonably withheld or delayed, Seller will, and will cause their Affiliates to, use commercially reasonable efforts to operate the Business in the Ordinary Course. Seller shall not license any Intellectual Property Assets after the Effective Date except with the written consent of Buyer. Notwithstanding the foregoing, without the prior written consent of Buyer and except as otherwise set forth in Section 6.08 of the Disclosure Schedule from the date hereof until the Closing Date, Seller shall:

- (a) maintain the properties and assets included in the Acquired Assets in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear, if applicable;
- (b) not sell, transfer, abandon or otherwise dispose of any of the Acquired Assets other than in the Ordinary Course;
- (c) use commercially reasonable efforts to preserve intact the Business and the Business's goodwill, to keep available the services of the Seller Employees and agents, and to maintain relations with the customers and other business relations of the Business;

(d) defend and protect the properties and assets included in the Acquired Assets from infringement or usurpation;

(e) not (i) amend, modify, waive, terminate, reject or seek to reject any Assigned Contract (or any right thereunder), (ii) take or omit to take any action that would result (with notice or lapse of time or both) in a breach under any Assigned Contract, or (iii) enter into any new Contract in respect of the Acquired Assets;

(f) not take or omit to take any action that would result (with notice or lapse of time or both) in a breach under any Assigned Contract;

(g) not take or fail to take any action required by this Agreement with the understanding that such action or omission would result in any of the representations and warranties of Seller in this Agreement becoming untrue in any respect;

(h) not mortgage, pledge or subject to Encumbrances (other than Permitted Encumbrances) on the Acquired Assets or other assets (or any part thereof) of Seller;

(i) not discount any Accounts Receivable except in the Ordinary Course;

(j) not accelerate collection of any Accounts Receivable from the date normally due as noted on the applicable invoice;

(k) not enter into any agreement or commitment to engage in any transaction relating to the Business which is not in the Ordinary Course;

(l) not license Intellectual Property Assets except in the Ordinary Course;

(m) perform all obligations arising under all Assigned Contracts;

(n) not commit any material violation of any Law and fail to cure such violation prior to the Closing;

(o) maintain the Books and Records in accordance with past practice;

(p) unless otherwise approved or ordered by the Bankruptcy Court in the Bankruptcy Case, initiate, waive, release, assign, settle or compromise any (i) Action in respect of the Business, the Acquired Assets or the Assumed Liabilities, (ii) Action that could give rise to Liabilities or impose any binding obligation whether contingent or realized) on Seller, or (iii) waive or release any claims or rights included in or related to the Acquired Assets;

(q) except for any policy of insurance that expires in accordance with its terms, fail to maintain in full force and effect any policy of insurance covering the Business or Acquired Assets;

(r) comply in all material respects with all Laws applicable to the ownership and use of the Acquired Assets and the conduct of the Business; or

(s) agree, authorize or commit to do any of the foregoing.

Section 6.09. Access to Information.

(a) From the Effective Date until the Closing, Seller will (i) afford Buyer and its Representatives during normal business hours reasonable access to and the right to inspect all of the properties, assets, premises, Books and Records, Contracts and other documents and data related to the Acquired Assets and the Business; (ii) furnish Buyer and its Representatives with such financial, operating and other data and information related to the Acquired Assets and the Business as Buyer or any of its Representatives may reasonably request; such information shall be prepared in accordance with the books and records of the Seller and shall fairly present the Seller's financial condition and results of operations as of the last day of the period covering such report; (iii) afford Buyer and its Representatives reasonable access to all employees, contractors, and other Representatives of Seller with knowledge about the operations of the Acquired Assets and the Business; and (iv) instruct Seller's employees and Representatives of Seller to cooperate with Buyer in its investigation of the Acquired Assets and the Business. Any investigation pursuant to this Section 6.09 will be conducted in such manner as not to interfere unreasonably with the conduct of the Business or any other businesses of Seller and shall not include any environmental sampling.

(b) So long as the Bankruptcy Case is pending, following the Closing, Buyer shall provide Seller and Seller's counsel and other professionals employed in the Bankruptcy Case with reasonable access to all documents relating to the Acquired Assets for the purpose of the continuing administration of the Bankruptcy Case (including the pursuit of any avoidance, preference or similar actions), which access shall include (i) the right of Seller's professionals to copy, at Seller's expense, such documents and records as Seller or Seller's professionals may request in furtherance of the purposes described above and (ii) Buyer's copying and delivering to Seller or Seller's professionals such documents or records as Seller or Seller's professionals may request, but only to the extent Seller or Seller's professionals furnish Buyer with reasonably detailed written descriptions of the materials to be so copied and Seller reimburses Buyer for the reasonable costs and expenses thereof.

(c) For a reasonable period of time following the Closing, Seller shall provide Buyer reasonable access to Seller's and its Affiliates' premises to take physical possession of any Books and Records and other tangible Acquired Assets which are not delivered to Buyer at Closing in accordance with Section 3.02.

Section 6.10. Notice of Certain Events. From the Effective Date until the Closing, Seller will promptly notify Buyer in writing (which notice shall not be deemed to amend or supplement this Agreement) of:

(a) any fact, circumstance, event or Action the existence, occurrence or taking of which (i) has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Change, (ii) has resulted in, or could reasonably be expected to result in, any representation or warranty made by Seller hereunder not being true and correct, (iii) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions in Section 7.02 to be satisfied or (iv) has resulted in, or could reasonably be expected to result in a breach of Section 6.08;

(b) any notice or other communication from any Governmental Authority in connection with the Business, the Acquired Assets, the Assumed Liabilities, or the transactions contemplated by this Agreement

(c) any notice or communication from any Person objecting to or challenging the transactions contemplated by this Agreement or the entry of approvals by the Bankruptcy Court;

(d) the termination of employment of any Seller Employee;

(e) any notice received from a customer of the Business that such Person intends to terminate or materially diminish its relationship with the Business; and

(f) any Actions commenced or, to the Knowledge of Seller, threatened against, relating to or involving or otherwise affecting the Business, the Acquired Assets or the Assumed Liabilities or that relates to the consummation of the transactions contemplated by this Agreement.

Section 6.11. Efforts to Consummate. From the Effective Date until the Closing, each party will use commercially reasonable efforts to take such actions as are necessary to satisfy the closing conditions set forth in ARTICLE VII. Without limiting the generality of the foregoing, Seller shall make or cause to be made all such other filings and submissions under Laws applicable to Seller, if any, as may be required for the consummation of the transactions contemplated by this Agreement.

Section 6.12. Name Change. If requested by Buyer in writing following the Closing Date, Seller shall, within forty-five (45) days following such written request, take such corporate and other actions necessary to change Seller's company names to ones that are not similar to, or confusing with, its current names, including any necessary filings required by the Laws of its jurisdiction of incorporation or formation; provided, however, that at all times following the Closing Date prior to the change of company names contemplated in this Section 6.12, Seller shall not use Seller's company names or branding for any purpose of than administration of the Bankruptcy Case.

Section 6.13. Communication to Employees. Prior to the Closing, on such date as mutually agreed with Buyer, Seller shall distribute a written communication (in a form previously submitted to the Buyer for review) to all Active Employees (i) describing the Bankruptcy Case and the implications of the Bankruptcy Case on the Business and each Person's employment with Seller and (ii) advising all Active Employees set forth on Section 7.03 of the Disclosure Schedule that it anticipated such Active Employees will be offered employment upon a Closing of the sale of Seller's assets.

Section 6.14. No Successor Liability. Except as otherwise expressly ordered by the Bankruptcy Court, the parties intend that, to the fullest extent permitted by Law, including under Section 363 of the Bankruptcy Code, upon the Closing, Buyer shall not and shall not be deemed to: (a) be a successor (or other similarly situated party) to Seller or any of its Affiliates, including a "successor employer" for purposes of the Code, ERISA, or other applicable Laws; (b) have any responsibility or Liability for obligations of Seller or any of its Affiliates, except as otherwise expressly provided in this Agreement, based on any theory of successor liability or any similar theory; (c) have, de facto or otherwise, merged with or into Seller or any of its Affiliates; (d) be an alter ego or mere continuation of substantial continuation of Seller or any of its Affiliates (and there is no continuity of enterprise between Buyer and Seller or any of its Affiliates), including, within the meaning of any foreign, federal, state or local revenue, pension, ERISA, COBRA, Tax, labor, employment, environmental, products liability or other Law, rule, regulation or doctrine; or (e) be holding itself out to the public as a continuation of Seller, any of its Affiliates or the estate of any of the foregoing. Buyer acknowledges and agrees that this Section 6.14 shall not be deemed to modify Buyer's obligations with respect to the Assumed Liabilities.

ARTICLE VII CONDITIONS TO CLOSING

Section 7.01. Conditions to Obligations of All Parties. The respective obligations of each party to consummate the transactions contemplated by this Agreement are subject to the fulfillment or waiver by the parties, at or prior to the Closing, of each of the following conditions:

(a) No Governmental Authority having enacted, issued, promulgated, enforced or entered any Governmental Order that is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions that are not otherwise satisfied, resolved or preempted by the Sale Order.

(b) The Bankruptcy Court shall have entered the Sale Order, and the Sale Order shall not have been stayed, vacated, reversed, or modified without the consent of the Buyer as of the Closing Date.

Section 7.02. Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) Other than the representations and warranties of Seller contained in Section 4.01, Section 4.02 and Section 4.11, the representations and warranties of Seller contained in this Agreement, the other Transaction Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Change) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Change) on and as of the Closing Date with the same effect as though made at and as of such date (except for those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of Seller contained in Section 4.01, Section 4.02 and Section 4.11 shall be true and correct in all respects on and as of the Effective Date and on and as of the Closing Date with the same effect as though made at and as of such date (except for those representations and warranties that address matters only as of a specified date, the accuracy of which will be determined as of that specified date in all respects).

(b) Seller will have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by Seller prior to or on the Closing Date.

(c) From the Effective Date, there shall not have occurred any Material Adverse Change, nor will any event or events have occurred since the Effective Date that, individually or in the aggregate, with or without the lapse of time, will result in a Material Adverse Change.

(d) Seller and its Affiliates (as applicable) shall have delivered to Buyer duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in Section 3.02(a).

(e) Buyer shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of the Seller Representative that each of the conditions set forth in Section 7.02(a) and Section 7.02(b) have been satisfied (the "**Seller Closing Certificate**").

(f) Subject to Buyer's provision of adequate assurance as may be required under Section 365 of the Bankruptcy Code and Buyer's payment of any Cure Claims, Seller shall have, effective as of the Closing, assigned to the Buyer all Assigned Contracts.

(g) Subject to Buyer's provision of adequate assurance as may be required under Section 365 of the Bankruptcy Code and Buyer's payment of any Cure Claims, Seller shall have assumed and, effective as of the Closing, assigned to Buyer all Assigned Contracts.

Section 7.03. Conditions to Obligations of Seller. The obligation of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment or Seller's waiver, at or prior to the Closing, of each of the following conditions:

(a) Other than the representations and warranties of Buyer contained in Section 5.01, Section 5.02 and Section 5.05, the representations and warranties of Buyer contained in this Agreement, the other Transaction Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Change) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Change) on and as of the Closing Date with the same effect as though made at and as of such date (except for those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects), except where the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, reasonably be expected to have a material adverse change. The representations and warranties of Buyer contained in Section 5.01, Section 5.02, and Section 5.05 shall be true and correct in all respects on and as of the Effective Date and on and as of the Closing Date with the same effect as though made at and as of such date.

(b) Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date.

(c) Buyer shall have delivered to Seller duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in Section 3.02(b).

(d) Seller shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Buyer, that (i) each of the conditions set forth in Section 7.03(a) and Section 7.03(b) have been satisfied and (ii) Buyer is authorized to execute, deliver and perform this Agreement and the other Transaction Documents and consummate the transactions contemplated hereby and thereby (the "**Buyer Closing Certificate**").

Section 7.04. Employment of Seller's Employees. For the purpose of this Agreement, the term "**Active Employees**" shall mean all Seller Employees who are in active employment status with Seller on the day immediately preceding the Closing Date.

(a) Effective on the Closing Date, the Buyer shall offer employment (subject to compliance with the Buyer's customary hiring practices) to each of the Active Employees set forth on Section 7.03 of the Disclosure Schedule, which schedule shall be delivered to Seller within seven (7) days of the date hereof; provided that Buyer shall have the right, exercisable in Buyer's sole discretion at any time prior to Closing to remove any Active Employee set forth on Section 7.03 of the Disclosure Schedule and not extend an employment offer to such Employee. For the purpose of this Agreement, the term "**Hired Active Employees**" shall mean those Active Employees who accept the Buyer's offer of employment. All Hired Active Employees shall cease their employment with Seller effective upon the Closing Date.

(b) Seller shall be responsible for timely providing any closing or similar notices as required under federal, state or local law (including the Worker Adjustment Retraining Notification Act of 1988, as amended and any similar Law of any applicable state) (collectively, "**WARN Laws**") as a result of the transactions contemplated by this Agreement.

(c) Nothing in this Agreement shall confer upon any Hired Active Employees any right with respect to continued employment or engagement with Buyer, nor shall anything herein limit or interfere with Buyer's right to terminate the employment or engagement of any Hired Active Employee at any time with or without cause or notice, or restrict Buyer in the exercise of independent business judgment in modifying any terms or conditions of employment or engagement of the Hired Active Employees on and after the Closing Date.

(d) The Buyer will not have any severance or obligations with respect to anyone who is or was an employee of Seller or any of its Affiliates on the day immediately preceding the Closing Date but who does not become a Hired Active Employee, either due to declining an offer of employment made by Buyer or due to not receiving an offer of employment from Buyer. With respect to COBRA, all such obligations, if any, shall be the responsibility of Seller.

Section 7.05. Salaries and Benefits.

(a) Buyer shall be responsible for the payment of all wages and other remuneration due to Hired Active Employees with respect to their services as employees of Buyer on and after the Closing Date and any termination or severance payments due to Hired Active Employees under termination or severance programs or plans, if any, that may be maintained by Buyer by reason of any events occurring after the Closing.

(b) Seller and its Affiliates shall be responsible for the payment of all regular salary obligations due to Active Employees with respect to their services to Seller and its Affiliates. Seller and its Affiliates shall also be responsible for the payment of any severance or termination payments, and all vacation pay, to the Active Employees other than any termination or severance payments due to Hired Active Employees by reason of any events occurring after the Closing.

(c) Seller and its Affiliates shall be responsible for any payment of accrued but unused vacation or paid time off to which any Active Employee is entitled, whether under any applicable laws or such policies of Seller and its Affiliates in place prior to the Closing Date (the "Vacation Policy"), as a result of the consummation of the transactions contemplated by this Agreement.

(d) Seller and its Affiliates shall be liable for any claims made or incurred by Hired Active Employees and their beneficiaries under the Benefit Plans.

(e) No provision in this Agreement, including without limitation this Section 7.05, shall create any third-party beneficiary rights in any person, entity, or organization, including without limitation employees or former employees (including any beneficiary or dependent thereof) of Seller, unions or other representatives of such employees or former employees, or trustees, administrators, participants, or beneficiaries of any Benefit Plan. No provision of this Agreement, including without limitation this Section 7.05, shall be deemed to amend any benefit plan that is or may in the future be maintained by the Buyer.

**ARTICLE VIII
NON-SURVIVAL**

Section 8.01. Non-Survival. Subject to the limitations and other provisions of this Agreement, except in the case of fraud, the representations and warranties contained herein and in any certificate delivered pursuant hereto shall terminate as of the Closing (and no party shall have liability thereunder at or after the Closing). All covenants and agreements of the parties to be performed after the Closing contained herein shall survive the Closing indefinitely or for the period explicitly specified therein.

**ARTICLE IX
TERMINATION**

Section 9.01. Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) by the mutual written consent of the Seller Representative and Buyer;
- (b) by Buyer by written notice to the Seller Representative if Buyer is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in ARTICLE VII and such breach, inaccuracy or failure is either incapable of being cured or has not been cured by Seller in all material respects within the earlier of (i) twenty (20) days of Seller Representative's receipt of written notice of such breach from Buyer and (ii) the End Date;
- (c) by Buyer by written notice to the Seller Representative if the Bankruptcy Court shall fail to enter the Sale Order on or before the sixtieth (60th) day following the Petition Date;
- (d) by Buyer by written notice to the Seller Representative if Buyer is not the Winning Bidder in the Auction;
- (e) by Buyer by written notice to the Seller Representative if (i) the Bankruptcy Court enters an Order approving a standalone plan of reorganization for Seller involving the retention of a material part of the Acquired Assets, the dismissal of the Bankruptcy Case or the conversion of the Bankruptcy Case to a case under Chapter 7 of the Bankruptcy Code prior to Closing, (ii) the Bankruptcy Court enters an Order that otherwise precludes the consummation of the Transactions on the terms and conditions set forth in this Agreement, or (iii) Seller or the Seller Representative files any motion seeking approval of the foregoing without the prior consent of Buyer;
- (f) by the Seller Representative by written notice to Buyer if Seller is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in ARTICLE VII and such breach, inaccuracy or failure is either incapable of being cured or has not been cured in all material respects by Buyer within the earlier of (i) twenty (20) days of Buyer's receipt of written notice of such breach from Seller and (ii) the End Date;
- (g) by Buyer or the Seller Representative in the event that (i) there is any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Governmental Authority issues a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order has become final and non-appealable;
- (h) by the Seller Representative or Buyer, upon notice to the other at any time following April 20, 2023 (the "End Date") if the Closing shall not have occurred on or before the End Date; provided, however, that the right to terminate this Agreement under this Section 9.01(h) shall not be available to any party (i) who is in material breach of this Agreement that would give rise to the failure of any of the conditions specified in ARTICLE VII or (ii) whose failure to fulfill any obligation (including failure to satisfy or be ready, willing and able to satisfy any condition set forth in Section 7.02, if such notice is given by the Seller Representative, or Section 7.03, if such notice is given by Buyer) under this Agreement has been the cause of, or resulted in, the failure of the Closing to be consummated by the End Date;

(i) automatically, if Seller enters into a definitive agreement with respect to an Alternative Transaction, subject to Buyer's obligations as Back-Up Bidder as set forth in Section 10.04;

(j) by Buyer, if the Bidding Procedures Order or the Sale Order is modified in any manner adverse to Buyer without the prior written consent of Buyer (which consent may be withheld in Buyer's sole discretion); or

(k) by Buyer, if any secured creditor of Seller forecloses on any of the Acquired Assets, the effect of which would cause, or would reasonably be expected to cause, a Material Adverse Change.

Section 9.02. Effect of Termination.

(a) In the event of the termination of this Agreement as provided in Section 9.01 hereof, this Agreement shall no longer remain in force and effect and thereafter there shall be no liability or obligation on the part of any party hereto, except that (i) subject to Section 9.02(b), no termination of this Agreement pursuant to Section 9.01 hereof shall relieve any party of any liability for a breach of any provision of this Agreement or any Transaction Document occurring on or before the effective time of such termination (including any breach that resulted in termination), or for any Losses incurred by the other parties as a result of such breach, (ii) no termination of this Agreement pursuant to Section 9.01 hereof shall relieve any party of any liability for fraud, and (iii) the provisions of this Section 9.02, ARTICLE XI and any related definitions set forth in elsewhere in this Agreement shall survive any such termination of this Agreement, subject to any limitations set forth therein.

(b) Buyer understands and acknowledges that if this Agreement is terminated by the Seller Representative pursuant to Section 9.01(f) (a "**Buyer Default Termination**"), Seller will suffer material damages. The parties agree that such damages are difficult to quantify and thus Seller's retention of the Deposit is a reasonable approximation of such damages. Accordingly, if this Agreement is terminated by the Seller Representative by reason of a Buyer Default Termination, Seller shall be entitled to retain the Deposit as liquidated damages and not as a penalty. Seller's receipt and retention of the Deposit shall be the sole and exclusive remedy against Buyer, in the event that Seller Representative terminates this Agreement by reason of a Buyer Default Termination.

(c) The parties acknowledge and agree that the agreements contained in this Section 9.02 are an integral part of this Agreement and the transactions contemplated hereby and are a material and necessary inducement to the parties to enter into this Agreement and to consummate the transactions contemplated hereby.

**ARTICLE X
BANKRUPTCY COURT MATTERS AND RELATED COVENANTS AND AGREEMENTS**

Section 10.01. Competing Transaction.

(a) This Agreement is subject to approval by the Bankruptcy Court and the consideration by Seller of higher or better competing bids with respect to an Alternative Transaction (each, a "**Competing Bid**").

(b) Seller shall not and shall not permit any of its Subsidiaries or Representatives to furnish information concerning Seller, the Business, or the properties or assets of Seller or its Subsidiaries to any third party, except (i) in the Ordinary Course, (ii) to any Governmental Authority, (iii) pursuant to a confidentiality agreement entered into between Seller and such third party, or (iv) as required by any court

of competent jurisdiction. Seller shall promptly provide, or identify and make available to Buyer any non-public information concerning Seller, the Acquired Assets or the Business provided to any other Person after the date hereof which was not previously provided to Buyer.

Section 10.02. [Reserved].

Section 10.03. Assumption and Assignment Procedures. The Sale and Bid Procedures Motion shall include procedures for the assumption of and assignment of the Assigned Contracts to Buyer (the “**Assumption and Assignment Procedures**”). The Assumption and Assignment Procedures shall require Seller to serve on each non-debtor Contract counterparty a notice specifically stating that (i) Seller is or may be seeking to assume and assign the Contract; (ii) the proposed Cure Claim for each Contract; and (iii) the deadline for objecting to the proposed Cure Claim which shall be no later than fourteen (14) days prior to the hearing to consider approval of the Sale Order, unless otherwise ordered by the Bankruptcy Court or agreed upon by the Buyer, Seller, and applicable Contract counterparty. The Assumption and Assignment Procedures shall provide that upon objection by the non-debtor Contract counterparty to the proposed Cure Claim asserted by Seller with regard to any Contract (such contract, a “**Disputed Contract**”), Seller, with the consent of Buyer, shall either settle the objection of such party or shall litigate such objection under procedures as the Bankruptcy Court shall approve and proscribe. In no event shall Seller settle a Cure Claim objection with regard to any Assigned Contract without the express written consent of Buyer (with an email consent being sufficient). Upon entry of an Order determining any Cure Claim regarding any Disputed Contract after the Closing (the “**Disputed Contract Order**”), Buyer, as applicable, shall have the option to designate the Disputed Contract as an Excluded Asset, in which case, for the avoidance of doubt, Buyer shall not assume the Disputed Contract and shall not be responsible for the associated Cure Claim, if any, with such Disputed Contract.

Section 10.04. Buyer’s Back-Up Commitment. If an Alternative Transaction is approved by the Bankruptcy Court with a Qualified Bidder other than Buyer and at the Auction for the Acquired Assets, Buyer has submitted the second highest bid for the Acquired Assets, then Buyer shall remain bound by this Agreement, on its existing terms and at the last purchase price bid by Buyer at the Auction, until the earliest to occur of (i) closing on an Alternative Transaction, (ii) thirty (30) days after the Bankruptcy Court’s entry of a sale order approving the Alternative Transaction, and (iii) the End Date.

Section 10.05. Sale Order. Subject to Buyer being designated as the Winning Bidder, Seller shall promptly use commercially reasonable efforts to obtain entry of the Sale Order, in form and substance reasonably acceptable to Buyer, including, without limitation, approving this Agreement, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes of, among others, providing necessary assurances of performance by Buyer under this Agreement and demonstrating that Buyer is a “**good faith**” purchaser under Section 363(m) of the Bankruptcy Code and that the Purchase Price was not controlled by an agreement in violation of Section 363(n) of the Bankruptcy Code.

Section 10.06. Other Filings in the Bankruptcy Case. Seller shall promptly provide Buyer with the proposed final drafts of any and all motions, applications, pleadings, schedules, statements, reports and other papers (including exhibits and supporting documentation) filed by or on behalf of Seller related to or that might have a material effect upon the Acquired Assets, the Assigned Contracts, this Agreement or the consummation of the transactions contemplated hereby or any provision herein or therein, so as to provide Buyer and its counsel with a reasonable opportunity to review and comment on such motions, applications, pleadings, schedules, statements, reports and other papers prior to filing with the Bankruptcy Court, and inasmuch as is consistent with the Seller’s fiduciary duties, consider such comments in good faith. Buyer may file a notice of appearance in the Bankruptcy Case and Seller acknowledges and agrees it will not

object to Buyer's standing to appear in connection with all proceedings regarding the sale of the Acquired Assets in the Bankruptcy Case.

Section 10.07. [Reserved].

Section 10.08. Bankruptcy Process. Unless Buyer is in material breach of this Agreement or this Agreement has been terminated, Seller covenants and agrees that if the Sale Order is entered, the terms of any plan submitted by Seller to the Bankruptcy Court for confirmation or otherwise supported by Seller shall not conflict with, supersede, abrogate, nullify, modify or restrict the terms of this Agreement or the rights of Buyer hereunder, or in any way prevent or interfere with the consummation or performance of the transactions contemplated by this Agreement, including any transaction that is contemplated by or approved pursuant to the Sale Order. If the Bidding Procedures Order, the Sale Order or any other Order of the Bankruptcy Court relating to this Agreement shall be appealed or any petition for certiorari or motion for rehearing or re-argument shall be filed with respect thereto, Seller agrees to take all actions as may be commercially reasonable and appropriate to defend against such appeal, petition or motion, and Buyer agrees to cooperate in such efforts, and each party agrees to use its reasonable efforts to obtain an expedited resolution of such appeal.

Section 10.09. Notice Parties. Notice of the hearing on the Sale and Bid Procedures Motion, and request for entry of the Sale Order and the objection deadline shall be served by Seller in accordance with the Bankruptcy Code and Bankruptcy Rules, including Bankruptcy Rules 2002, 6004, 6006 and 9014, any applicable local rules of the Bankruptcy Court, and any orders of the Bankruptcy Court on all persons required to receive notice, including, but not limited to (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel to any official committee of unsecured creditors appointed in the Bankruptcy Case; (iii) all entities known to have expressed an interest in a transaction with respect to the Acquired Assets during the past twelve (12) months; (iv) all counterparties to any contracts or leases, whether executory or not; (v) all parties with Encumbrances on or against any of the Seller's assets; (vi) all affected federal, state and local governmental regulatory and taxing authorities, including the Internal Revenue Service and State Attorney General in each State in which Seller conducts business; (vii) all known holders of claims against and equity interests in Seller, (viii) all of Seller's insurers; (ix) all parties that have filed and not withdrawn requests for notices pursuant to Bankruptcy Rule 2002, and (x) to the extent not already included above, all parties in interest listed on Seller's creditor matrix (collectively, the "**Notice Parties**"). Seller shall provide notice to the Notice Parties that all responses or objections to the Sale and Bid Procedures Motion shall be served on, among others, counsel to Buyer.

**ARTICLE XI
MISCELLANEOUS**

Section 11.01. Expenses. Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the party incurring such costs and expenses, whether or not the Closing occurs.

Section 11.02. Seller Representative.

(a) Seller irrevocably appoints Big Village Insights, Inc. as the representative, agent and proxy for Seller (the "**Seller Representative**") for all purposes under this Agreement and the Transaction Documents, including the full power and authority to act on Seller's behalf: (i) to consummate the transactions contemplated by the Transaction Documents; (ii) to negotiate disputes arising under, or relating to, the Transaction Documents; (iii) to receive and disburse to Seller any funds received on behalf of Seller under the Transaction Documents; (iv) to withhold any amounts received on behalf of Seller

pursuant to the Transaction Documents or otherwise to satisfy any and all obligations or liabilities incurred by Seller or the Seller Representative in the performance of its duties hereunder or thereunder; (v) to execute and deliver any amendment or waiver to this Agreement or the Transaction Documents (in each case, without the prior approval of Seller); and (vi) to take all other actions to be taken by or on behalf of Seller in connection with the Transaction Documents. Seller further agrees that such agency and proxy are coupled with an interest, are therefore irrevocable without the consent of the Seller Representative and shall survive the bankruptcy, dissolution or liquidation of Seller. All decisions and actions by the Seller Representative shall be binding upon Seller, and Seller does not have the right to object, dissent, protest or otherwise contest the same. The Seller Representative shall have no duties or obligations hereunder, including any fiduciary duties, except those set forth herein, and such duties and obligations shall be determined solely by the express provisions of this Agreement.

(b) Seller severally, for itself only and not jointly, agrees to indemnify and hold harmless the Seller Representative and its Representatives against all expenses (including reasonable attorneys' fees), judgments, fines and amounts incurred by such Persons in connection with any action, suit or proceeding to which the Seller Representative or such other Person is made a party by reason of the fact that it is or was acting as, or at the direction of, the Seller Representative pursuant to the terms of this Agreement.

(c) Neither the Seller Representative nor any of its Representatives shall incur any liability to Seller by virtue of the failure or refusal of such Persons for any reason to consummate the transactions contemplated hereby or relating to the performance of their duties hereunder, except for actions or omissions constituting intentional and knowing fraud. The Seller Representative and its Representatives shall have no liability in respect of any action, claim or proceeding brought against such Persons by Seller, regardless of the legal theory under which such liability or obligation may be sought to be imposed, whether sounding in contract or tort, or whether at law or in equity, or otherwise, if such Persons took or omitted taking any action in good faith.

(d) In the event that the Seller Representative becomes unable or unwilling to continue in its capacity as the Seller Representative, or if the Seller Representative resigns as the Seller Representative, Seller may, by written consent, appoint a new representative as the Seller Representative. Notice and a copy of the written consent appointing such new representative and bearing the signatures of Seller must be delivered to Buyer. Such appointment will be effective upon the later of the date indicated in the consent or the date such consent is received by Buyer.

(e) Buyer shall be entitled to rely upon any action or decision of, or instruction by, or any document or other paper delivered by, the Seller Representative on behalf of Seller (without any obligation to inquire into the authority of the Seller Representative or the genuineness or correctness of such document or other paper or any signature of the Seller Representative), and Buyer shall not be liable to Seller for any action taken or omitted to be taken by Buyer in such reliance or with respect to actions, decisions and determinations of the Seller Representative.

Section 11.03. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder will be in writing and deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as may be specified in a notice given in accordance with this Section 11.03):

If to Seller or the Seller Representative:

c/o Big Village Insights, Inc.
301 Carnegie Center
Suite #301
Princeton, NJ 08540
Attn: Matthew Ray
E-Mail: mray@pppllc.com

with copies (that will not constitute notice) to:

Young Conaway Stargatt & Taylor, LLP
Rodney Square
1000 N. King Street
Wilmington, Delaware 19801
E-mail: jbarry@ycst.com;
cgrear@ycst.com;
jmulvihill@ycst.com
Attention: Joseph Barry, Craig D.
Gear, and Joseph M. Mulvihill

If to Buyer:

Insticator, Inc.
6700 Indian Creek Drive
Unit 1204
Miami Beach, Florida 33141
Attn: Zack Dugow
Email: Zack.Dugow@insticator.com

with copies (that will not constitute notice) to:

Blank Rome LLP
One Logan Square
130 N. 18th Street
Philadelphia, PA 19103
Attn: Joshua L. Strober
Email: josh.strober@blankrome.com

Section 11.04. Interpretation. For purposes of this Agreement, (a) the words “include,” “includes” and “including” will be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, the Disclosure Schedule and Exhibits mean the Articles and Sections of, and Disclosure Schedule and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedule and Exhibits referred to herein will be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

Section 11.05. Disclosure Schedule. Each representation, warranty and covenant set forth herein shall have independent significance. Any item or matter required to be disclosed in a particular section of the Disclosure Schedule pursuant to this Agreement shall be deemed to have been disclosed if information for such item or matter complying with such disclosure requirements is set forth in another section of the Disclosure Schedule, to the extent reasonably apparent that such information applies to such particular section of the Disclosure Schedule.

Section 11.06. Headings. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.

Section 11.07. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 11.08. Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits and Disclosure Schedule (other than an exception expressly set forth as such in the Disclosure Schedule), the statements in the body of this Agreement will control.

Section 11.09. Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party; provided, that notwithstanding the foregoing, the Buyer may assign its rights or obligations hereunder to an Affiliate or one or more successors or assignees of the other businesses conducted by Buyer and its Affiliates.

Section 11.10. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 11.11. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 11.12. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement will be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction).

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY SHALL BE INSTITUTED IN THE BANKRUPTCY COURT AND, TO THE EXTENT THE BANKRUPTCY COURT DOES NOT HAVE

OR DOES NOT ACCEPT JURISDICTION TO ADJUDICATE SUCH MATTER MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF DELAWARE IN EACH CASE LOCATED IN NEW CASTLE COUNTY, STATE OF DELAWARE. EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF EACH SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN WILL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION, OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.12(c).

(d) Each party acknowledges that the other parties to this Agreement would be irreparably damaged in the event that the terms of this Agreement are not performed by a party in accordance with its specific terms or otherwise breached or a party fails to consummate the Closing and that, in addition to any other remedy that a party may have under law or equity, Buyer shall be entitled to seek injunctive relief to prevent breaches of the terms of this Agreement and to seek to enforce specifically the terms and provisions hereof that are required to be performed by Seller, and Seller shall be entitled to seek injunctive relief to prevent breaches of the terms of this Agreement and to seek to enforce specifically the terms and provisions hereof that are required to be performed by Buyer. A party shall not be required to obtain, furnish or post any bond or other similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 11.12(d), and irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

Section 11.13. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement or any Transaction Document delivered by PDF, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement or any Transaction Document.

[SIGNATURE PAGE FOLLOWS]

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

Buyer:

INSTICATOR, INC.

By: _____

Name: Zack Dugow

Title: Chief Executive Officer and Chairman

[Signature Page to Asset Purchase Agreement]

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

Seller:

BALIHOO, INC.

By: _____

Name: Matthew Ray

Title: Chief Restructuring Officer

[Signature Page to Asset Purchase Agreement]

Exhibit 2

Cure Claims

Balho, Inc.
Cure Schedule (Managed Services)
April 6, 2023

Note: Each "Cure Amount" is listed by counterparty (i.e., not by agreement/contract); any duplication of a "Cure Amount" below is not intended to indicate a cure amount owed for each agreement/contract with such counterparty

No.	Type	Debtor Name(s)	Contract Counterparty Name	Description of Contract or Lease	Document Name	Cure Amount
1	Vendor	Balho, Inc.	360insights (USA) Ltd	Software License / Subscription	360 insights order Big Village - 2022 Liftmaster Renewal.pdf	\$ 59,325
2	Vendor	Balho, Inc.	360insights (USA) Ltd	Software License / Subscription	360 insights order Engine_Media_Kohler_Renewal-Big_Village_-_2022.pdf	59,325
3	Vendor	Balho, Inc.	360insights (USA) Ltd	Software License / Subscription	360 insights order Engine_Media_Water_Furnace_2022_Renewal-Big_Village.pdf	59,325
4	Vendor	Balho, Inc.	360insights (USA) Ltd	Software License / Subscription	360insights MSA - Sept 28, 2018 - US.pdf	59,325
5	Vendor	Balho, Inc.	Twilio Inc.	Terms of Service	2011-08 Twilio Enterprise_Contract.docx	16,876
6	Vendor	Balho, Inc.	Twilio Inc.	Terms of Service	2012-08-03 Twilio Agreement and Pricing - \$3k monthly commit.doc	16,876
7	Vendor	Balho, Inc.	Twilio Inc.	Terms of Service	2013-08-12 Twilio - Contract Addendum - \$5.0k Monthly Min.pdf	16,876
8	Vendor	Balho, Inc.	Twilio Inc.	Terms of Service	2012-08-13 Twilio Agreement and Pricing - \$3k monthly commit.pdf	16,876
9	Vendor	Balho, Inc.	Twilio Inc.	Terms of Service	2013-04-26 Twilio - Contract Addendum - \$7.5k Monthly Min.pdf	16,876
10	Vendor	Balho, Inc.	Twilio Inc.	Terms of Service	37: Twilio Consent.PDF	16,876
11	Vendor	Balho, Inc.	Twilio Inc.	Terms of Service	Twilio - ISV with exhibits 071614 (1).docx	16,876
12	Vendor	Balho, Inc.	Twilio Inc.	Other	Twilio 2023 Invoice.pdf	16,876
13	Vendor	Balho, Inc.	Twilio Inc.	Terms of Service	Twilio_Pricing_Addendum_-_Balho-signed.pdf	16,876
14	Vendor	Balho, Inc.	Tecra Systems, Inc.	Software License / Subscription	AcquiConnect.pdf	3,750
15	Vendor	Balho, Inc.	Google LLC (d/b/a Looker)	Software License / Subscription	Looker and Balho, Inc. - signed.pdf	-
16	Vendor	Balho, Inc.	Google LLC (d/b/a Looker)	Software License / Subscription	Engine_Media_Balho_2022_12_Month_Locker_Renewal - signed.pdf	-
17	Customer	Balho, Inc.	Kohler	Licensing Agreement	Amendment 7 part 2.pdf	-
18	Customer	Balho, Inc.	Kohler	Licensing Agreement	Balho - Kohler Amendment #11 (Term Extension).docx.pdf	-
19	Customer	Balho, Inc.	Kohler	Licensing Agreement	Kohler - Amendment #5 (007945 & 007973) Signed 20151211.pdf	-
20	Customer	Balho, Inc.	Kohler	Licensing Agreement	KOHLER - Amendment #6 (008077) Signed 20161222.pdf	-
21	Customer	Balho, Inc.	Kohler	Licensing Agreement	Kohler - Customer License Agreement Signed 20090918.pdf	-
22	Customer	Balho, Inc.	Kohler	Master Subscription Services Agreement	Kohler - MSSA Amendment #1 Signed 20120921.pdf	-
23	Customer	Balho, Inc.	Kohler	Master Subscription Services Agreement	Kohler - MSSA Amendment #2 Signed 20130912.pdf	-
24	Customer	Balho, Inc.	Kohler	Licensing Agreement	Kohler Balho Amendment 7.pdf	-
25	Customer	Balho, Inc.	Liftmaster	Other	Balho - LiftMaster Order Form (008556) Extension_8.28.2021.pdf	-
26	Customer	Balho, Inc.	Liftmaster	Other	Balho Order Form for 2022 - Clean Copy.docx.pdf	-
27	Customer	Balho, Inc.	Liftmaster	Master Subscription Services Agreement	LiftMaster - MSSA 20140507 - For Signature.pdf	-
28	Customer	Balho, Inc.	Liftmaster	Master Subscription Services Agreement	LiftMaster - MSSA Signed 20140513.pdf	-
29	Customer	Balho, Inc.	National Veterinary Associates Inc	Master Service Agreement	NVA_Engine MSA Signed 9.4.pdf	-
30	Customer	Balho, Inc.	National Veterinary Associates Inc	Other	EMX IO_Balho_NVA_CF_ER_Z23283_12.7.22.pdf	-
31	Customer	Balho, Inc.	National Veterinary Associates Inc	Other	EMX IO_Balho_NVA_CF_ER-Multi Specialty_Z23285_12.7.22.pdf	-
32	Customer	Balho, Inc.	National Veterinary Associates Inc	Other	EMX IO_Balho_NVA_CF_Meet the Doctors (Equine)_Z23282_12.7.22.pdf	-
33	Customer	Balho, Inc.	National Veterinary Associates Inc	Other	EMX IO_Balho_NVA_CF_Single Specialty_Z23284_12.7.22.pdf	-
34	Customer	Balho, Inc.	National Veterinary Associates Inc	Other	EMX IO_NVA Compression First_Display 2022_9.25.22.pdf	-
35	Customer	Balho, Inc.	National Veterinary Associates Inc	Other	EMX IO_NVA Compression First_VRC Oncology_9.30.22.pdf	-
36	Customer	Balho, Inc.	National Veterinary Associates Inc	Other	Engine Group - NVA CF Local Digital Media - signed - signed.pdf	-
37	Customer	Balho, Inc.	National Veterinary Associates Inc	Other	NVA CF CareCredit Equine Meet the Doctors Display 12.15.22-2.28.23.pdf	-
38	Customer	Balho, Inc.	National Veterinary Associates Inc	Other	NVA CF CareCredit ER Display 12.15.22-2.28.23.pdf	-
39	Customer	Balho, Inc.	National Veterinary Associates Inc	Other	NVA CF CareCredit Multi-Specialty Display 12.15.22-2.28.23.pdf	-
40	Customer	Balho, Inc.	National Veterinary Associates Inc	Other	NVA CF CareCredit Specialty Display 12.15.22-2.28.23.pdf	-
41	Customer	Balho, Inc.	National Veterinary Associates Inc	Statement of Work	NVA CF Microstas SOW 2022 & 2023.pdf	-
42	Customer	Balho, Inc.	National Veterinary Associates Inc	Statement of Work	Engine Group - NVA CF Local Digital Media SOW 2022.docx	-
43	Customer	Balho, Inc.	National Veterinary Associates Inc	Statement of Work	Engine - NVA Amendment to GP Statement of Work - 1.10.22 Signed.pdf	-
44	Customer	Balho, Inc.	National Veterinary Associates Inc	Statement of Work	Engine - NVA Amendment to GP Statement of Work.docx	-
45	Customer	Balho, Inc.	National Veterinary Associates Inc	Statement of Work	Engine Group - NVA GP SOW 8.9.19 Clean Copy.pdf	-
46	Customer	Balho, Inc.	National Veterinary Associates Inc	Statement of Work	NVA - Amendment to SOW 2.pdf	-
47	Customer	Balho, Inc.	National Veterinary Associates Inc	Statement of Work	NVA (National Veterinary Association) - SOW #2.pdf	-
48	Customer	Balho, Inc.	National Veterinary Associates Inc	Statement of Work	Engine - NVA Amendment to GP Statement of Work - 12.16.21 draft.docx	-
49	Customer	Balho, Inc.	National Veterinary Associates Inc	Statement of Work	Engine Group - NVA GP Paid Social SOW - 12.16.21 draft.docx	-
50	Customer	Balho, Inc.	National Veterinary Associates Inc	Statement of Work	Engine Group - NVA GP Paid Social SOW 12.13.docx	-
51	Customer	Balho, Inc.	National Veterinary Associates Inc	Other	Big Village_NVA_MBA EMX 2H 2022 Display_Base Resorts_8.23.22.pdf	-
52	Customer	Balho, Inc.	National Veterinary Associates Inc	Other	Big Village_NVA_MBA EMX 2H 2022 Display_New Resorts CS Pre GO_8.23.22.pdf	-
53	Customer	Balho, Inc.	National Veterinary Associates Inc	Other	Big Village_NVA_MBA EMX 2H 2022 Display_New Resorts Post GO_8.23.22.pdf	-
54	Customer	Balho, Inc.	National Veterinary Associates Inc	Other	Complete_with_DocuSign_NVA_LSA_Authorization.pdf	-
55	Customer	Balho, Inc.	National Veterinary Associates Inc	Other	EMX IO_NVA Pet Resorts_Display 2022 - Base Resorts_8.22.22.pdf	-
56	Customer	Balho, Inc.	National Veterinary Associates Inc	Other	EMX IO_NVA Pet Resorts_Display 2022 - New Resorts CS Pre GO_8.22.22.pdf	-
57	Customer	Balho, Inc.	National Veterinary Associates Inc	Other	EMX IO_NVA Pet Resorts_Display 2022 - New Resorts Post GO_8.22.22.pdf	-
58	Customer	Balho, Inc.	National Veterinary Associates Inc	Statement of Work	Engine - NVA Amendment to Statement of Work - 2.10.22 draft[36].pdf	-
59	Customer	Balho, Inc.	National Veterinary Associates Inc	Statement of Work	NVA - First Amendment to SOW 1.pdf	-
60	Customer	Balho, Inc.	National Veterinary Associates Inc	Statement of Work	NVA - Second Amendment to SOW 1.pdf	-
61	Customer	Balho, Inc.	National Veterinary Associates Inc	Statement of Work	NVA (National Veterinary Association) - SOW #1 .pdf	-
62	Customer	Balho, Inc.	Pearle Vision	Software License / Subscription	Pearle Vision - Balho Order Form 2023.pdf	-
63	Customer	Balho, Inc.	Pearle Vision	Master Subscription Services Agreement	Pearle Vision - MSSA and Order Form Signed 20110708.pdf	-
64	Customer	Balho, Inc.	Pearle Vision	Software License / Subscription	Pearle Vision - Paid Search Order Form 2022.pdf	-
65	Customer	Balho, Inc.	Pearle Vision	Statement of Work	Pearle Vision - Paid Search SOW 2022.pdf	-
66	Customer	Balho, Inc.	Water Furnace	Software License / Subscription	WaterFurnace - Balho Order Form for 2023.pdf	-
67	Customer	Balho, Inc.	Water Furnace	Software License / Subscription	WaterFurnace - Continuation of Service - Amendment to Order Form #1 Signed 20130927.pdf	-
68	Customer	Balho, Inc.	Water Furnace	Master Subscription Services Agreement	WaterFurnace - MSSA and Order Form Signed 20101001.pdf	-
69	Customer	Balho, Inc.	Water Furnace	Software License / Subscription	WaterFurnace - Order Form (007907) Signed 20150924.pdf	-
70	Customer	Balho, Inc.	Trek Bicycle	Statement of Work	Balho - Trek Order Form 2020.pdf	-
71	Customer	Balho, Inc.	Trek Bicycle	Other	Revenue Allocation 20150122.xlsx	-
72	Customer	Balho, Inc.	Trek Bicycle	Master Service Agreement	Trek - Amendment #1 (007851) Signed 20160330.pdf	-
73	Customer	Balho, Inc.	Trek Bicycle	Master Service Agreement	Trek Bicycles - MSA Signed 20150123.pdf	-
74	Customer	Balho, Inc.	Trek Bicycle	Statement of Work	Trek Bicycles - Order Form (007353) Signed 20150123.pdf	-
75	Customer	Balho, Inc.	Trek Bicycle	Statement of Work	Trek Bicycles - SOW (008360) Signed 20150915.pdf	-
76	Customer	Balho, Inc.	Trek Bicycle	Statement of Work	Trek - Change Request Form #1 (060915) Signed 20150624.pdf	-
77	Customer	Balho, Inc.	Trek Bicycle	Statement of Work	Trek - Order Form (007851 - 500 locations) Signed 20150925.pdf	-
78	Customer	Balho, Inc.	Trek Bicycle	Statement of Work	Trek - Order Form (008102) Signed 20170103.pdf	-
79	Customer	Balho, Inc.	Trek Bicycle	Statement of Work	Trek - SOW (007722) Signed 20150327.pdf	-
80	Customer	Balho, Inc.	Trek Bicycle	Statement of Work	Trek - SOW (008198) Signed 20160325.pdf	-
81	Customer	Balho, Inc.	Trek Bicycle	Statement of Work	Trek - SOW (009398) Signed 20170411.pdf	-
82	Customer	Balho, Inc.	YP.com	Master Service Agreement	Balho Master Subscription Agreement 20171004.docx	-
83	Customer	Balho, Inc.	YP.com	Statement of Work	Balho	-

Balfour, Inc.
Cure Schedule (Managed Services)
April 6, 2023

Note: Each "Cure Amount" is listed by counterparty (i.e., not by agreement/contract); any duplication of a "Cure Amount" below is not intended to indicate a cure amount owed for each agreement/contract with such counterparty

No.	Type	Debtor Name(s)	Contract Counterparty Name	Description of Contract or Lease	Document Name	Cure Amount
84	Customer	Balfour, Inc.	YP.com	Master Services Agreement	YP.com - MSA Signed 20160203.pdf	-
85	Customer	Balfour, Inc.	YP.com	Statement of Work	YP.com - Order Form (007370) Signed 20160209.pdf	-
86	Customer	Balfour, Inc.	YP.com	Statement of Work	YP.com - Order Form (008164) Signed 20170404.pdf	-
87	Customer	Balfour, Inc.	YP.com	Statement of Work	YP.com - Order Form (008559) 20171004.docx	-
88	Customer	Balfour, Inc.	YP.com	Statement of Work	YP.com - Order Form (008559) 20171010.docx	-
89	Customer	Balfour, Inc.	YP.com	Statement of Work	YP.com - Renewal Email (008164) 20170109.pdf	-
90	Customer	Balfour, Inc.	YP.com	Statement of Work	YP-Atlas - SOW (008351) Signed 20160921.pdf	-
91	Customer	Balfour, Inc.	YP.com	Statement of Work	YP.com - SOW (009549) Signed 20170822.pdf	-
92	Customer	Balfour, Inc.	YP.com	Statement of Work	YP-Healthcare Vertical - SOW (008300) Signed 20160808.pdf	-
93	Customer	Balfour, Inc.	YP.com	Statement of Work	Serpro - SOW (009751) Signed 20170913.pdf	-
94	Customer	Balfour, Inc.	YP.com	Statement of Work	Wheaton-Bekins - Order Form (007894) Signed 20150902.pdf	-
95	Customer	Balfour, Inc.	The Chamberlain Group, Inc.	Other	-	-
96	Customer	Balfour, Inc.	The Chamberlain Group, Inc.	Other	-	-
97	Customer	Balfour, Inc.	The Chamberlain Group, Inc.	Master Subscription Services Agreement	-	-
98	Customer	Balfour, Inc.	The Chamberlain Group, Inc.	Master Subscription Services Agreement	-	-