

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI138565

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bankruptcy		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jane ABC, a Series of DSI ABCs, LLC		03/06/2024	Series limited liability company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Very Jane LLC		
Street Address:	One Commerce Center		
Internal Address:	1201 Orange Street, Suite 600		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	97772524	EVERY WOMAN, EVERY MOMENT, EVERY DAY, EVERY JANE	
Serial Number:	86510192	JANE	
Serial Number:	86447283	JANE	
Serial Number:	90069230	JANE REWARDS	
Serial Number:	86571603	JANE.COM	
Serial Number:	85912584	VERYJANE	
Serial Number:	90070222	JANE	
CORRESPONDENCE DATA			
Fax Number:	3036293450		
<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:	3033521161		
Email:	reichel.nicole@dorsey.com		
Correspondent Name:	Lindsey Sadler		
Address Line 1:	IP Department		
Address Line 2:	1400 Wewatta Street, Suite 400		
Address Line 4:	Denver, COLORADO 80202-5549		
ATTORNEY DOCKET NUMBER:	522200-1		

OP \$190.00.00 97772524

NAME OF SUBMITTER:	NICOLE REICHEL
SIGNATURE:	NICOLE REICHEL
DATE SIGNED:	04/08/2024

Total Attachments: 30

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ASSET PURCHASE AGREEMENT
BY AND BETWEEN
JANE ABC, A SERIES OF DSI ABCS, LLC
AND
VERY JANE LLC

Dated as of March 6, 2024

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is dated as of March 6, 2024, and entered into by and between Jane ABC, a series of DSI ABCs, LLC, a Delaware series limited liability company, acting as assignee for the benefit of creditors of Jane Marketplace, LLC, a Delaware limited liability company (“Seller”), and Very Jane LLC, a Delaware limited liability company (“Purchaser”).

WHEREAS, Jane Marketplace, LLC, a Delaware limited liability company (“Jane”), was engaged in the business of ecommerce, hosting a platform that acted as a boutique marketplace for the sale of clothing, accessories, home décor and children’s clothing (the “Business”);

WHEREAS, pursuant to that certain General Assignment for the Benefit of Creditors dated November 20, 2023, Jane assigned all of its assets associated with the Business (the “Assets”) to Seller pursuant to 10 Del. C. §§ 7381, et seq. in trust so that Seller could sell and otherwise liquidate such assets (the “ABC”)

WHEREAS, in connection with the ABC, on February 19, 2024 Seller conducted and concluded the Auction for the Acquired Assets and has designated the Purchaser as the Successful Bidder; and

WHEREAS, Seller desires to sell to Purchaser substantially all of the Assets and Purchaser desires to so purchase and acquire such Assets from Seller in accordance with the terms and conditions of this Agreement and free and clear of liens, claims, encumbrances and interests.

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

ARTICLE I DEFINITIONS

1.1 Definitions.

As used herein, the following terms shall have the following meanings:

“ABC” has the meaning assigned to that term in the Preamble.

“Accounting Firm” has the meaning assigned to that term in Section 2.5(c)(ii).

“Acquired Assets” has the meaning assigned to that term in Section 2.1.

“Agreement” has the meaning assigned to that term in the Preamble.

“Alternative Transaction” has the meaning assigned to that term in Section 2.7.

“Ancillary Agreements” means any certificate, agreement, document or other instrument to be executed and delivered in connection with this Agreement.

“Assignor” has the meaning assigned to that term in the Preamble.

“Assigned Contracts” has the meaning assigned to that term in Section 2.1(e).

“Auction” has the meaning assigned to that term in the Bidding Procedures.

“Bidding Procedures” means the Bidding Procedures set forth in Exhibit A hereto.

“Break-Up Fee” has the meaning assigned to that term in Section 2.7.

“Business” has the meaning assigned to that term in the Preamble.

“Business Day” means any day on which commercial banking institutions are open for business in Wilmington, Delaware.

“Cash Purchase Price” has the meaning assigned to that term in Section 2.5(a).

“Casualty” has the meaning assigned to that term in Section 6.4.

“Closing” has the meaning assigned to that term in Section 3.1.

“Closing Date” has the meaning assigned to that term in Section 3.1.

“Consideration” has the meaning assigned to that term in Section 2.5.

“Contracts” means all agreements, contracts, leases, consensual obligations, promises or undertakings, whether written or oral.

“Customer List” means the names and other information of customers of Jane as acquired by Seller pursuant to the ABC and maintained by Seller on the date of this Agreement.

“Customer List Party” means the specific party who previously expressed a bona fide interest to Seller in purchasing the Customer List from Seller.

“Customer List Transaction” means a transaction whereby Purchaser transfers to the Customer List Party rights to the Customer List (or a portion thereof) in return for compensation or consideration to be paid by the Customer List Party to Purchaser.

“Deposit” has the meaning assigned to that term in Section 2.5(b).

“Earn-Out” has the meaning assigned to that term in Section 2.5(c).

“Earn-Out Dispute Notice” has the meaning assigned to that term in Section 2.5(c)(i).

“Earn-Out Period” means (i) the fifteen (15) month period commencing on the first day of the first whole month after Closing that purchaser launches a website and/or app relating to the Business, provided, however that Purchaser acknowledges and understands that it has not acquired the Business as a going-concern, and (ii) with respect to the Customer List, the twelve (12) month period commencing on the Closing Date .

“Excluded Assets” has the meaning assigned to that term in Section 2.2.

“GAAP” means generally accepted accounting principles, consistently applied.

“Governmental Authorization” means any consent, franchise, license, registration, permit, order or approval issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law, including, as the context may require, any declarations or filings with, or expiration of waiting periods imposed by, any such Governmental Body.

“Governmental Body” means any (i) nation, state, county, city, town, borough, village, district or other jurisdiction, (ii) federal, state, local, municipal, foreign or other government, (iii) governmental or quasi-governmental body of any nature (including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-governmental powers), (iv) multinational organization or body, (v) body exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, or (vi) official of any of the foregoing.

“Gross Profit” means gross merchandise volume (revenue) minus (i) seller distributions, (ii) loyalty accrual, (iii) returns and allowances, (iv) chargebacks, (v) cost of Studio Jane, and (vi) merchant transaction fees.

“Intellectual Property” means all trademarks, trade names, corporate names, company names, business names, product or brand names, service marks, patents, copyrights (including but not limited to moral rights), and any applications for or registrations of any of the foregoing, works of authorship, know-how, logos, proprietary information, protocols, schematics, specifications, software, software code (in any form, including source code and executable or object code), subroutines, techniques, user interfaces, URLs, domain names, web sites, works of authorship and other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing, such as instruction manuals, laboratory notebooks, prototypes, samples, studies and summaries) inventions, trade secrets and any other intellectual property or intangible property that are used in the Business as presently conducted and any rights relating to any of the foregoing.

“Law” means any applicable federal, state, local, municipal, foreign, international, multinational or other constitution, law, ordinance, principle of common law, code, regulation, statute or treaty.

“Liability” means any and all obligations, liabilities, debts and commitments, whether known or unknown, asserted or unasserted, fixed, absolute or contingent, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, due or to become due, whenever or however arising (including, without limitation, whether arising out of any contract or tort based on

negligence, strict liability, or otherwise) and whether or not the same would be required by GAAP to be reflected as a liability in financial statements or disclosed in the notes thereto.

“Lien” means any mortgage, deed of trust, lien, pledge, charge, title defect, security interest, pledge, leasehold interest or other legal or equitable encumbrance of any kind.

“Material Adverse Effect” means a material adverse effect on (a) the operations, business assets or properties, or condition (financial or otherwise) of Seller (other than those resulting solely from the ABC), (b) the ability of Seller to perform any of its obligations under this Agreement (other than those resulting solely from the commencement and continuation of the ABC), (c) the legality, validity, or enforceability of this Agreement, or (d) the rights and remedies of Purchaser under this Agreement, but in each case excluding such effect to the extent resulting from or arising in connection with (i) changes or conditions affecting the industries generally in which Seller or Jane operate, (ii) changes in national or international business, economic, political or social conditions, including the engagement of the United States of America in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States of America or any of its territories, possessions or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States of America, (iii) changes in financial, banking or securities markets (including any disruption thereof or any decline in the price of securities generally or any market or index), (iv) changes in Law or GAAP or interpretations thereof, (v) actions taken by Seller pursuant to (or as contemplated by) the ABC, or (vi) the commencement or continuation of the ABC.

“Person” means any individual, corporation, partnership, joint venture, trust, association, limited liability company, unincorporated organization, other entity, or governmental body or subdivision, agency, commission or authority thereof.

“Personal Property” has the meaning assigned to that term in Section 2.1(a).

“Purchaser” has the meaning assigned to that term in the Preamble.

“Purchaser Earn-Out Statement” has the meaning assigned to that term in Section 2.5(c)(i).

“Release” has the meaning assigned to that term in Section 3.2(d).

“Seller” has the meaning assigned to that term in the Preamble.

“Tax” or “Taxes” means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, custom duties, capital stock, franchise, profits, withholding, social security (or similar excises), unemployment, disability, ad valorem, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not, by any Governmental Body responsible for imposition of any such tax (domestic or foreign).

“Transactions” has the meaning assigned to that term in Section 2.4.

ARTICLE II
SALE AND PURCHASE OF ASSETS

2.1 Sale and Purchase of Assets. On the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Purchaser shall purchase from Seller, and Seller shall sell, assign, transfer, convey and deliver to Purchaser, all of Seller's right, title and interest in and to all assets, properties, rights, interests, benefits and privileges of whatever kind or nature, both tangible and intangible, real and personal, wherever located that Seller acquired from Jane pursuant to the ABC (except for the Excluded Assets), to the extent transferable under applicable Law, as those assets, properties, rights, interests, benefits and privileges exist on the Closing Date, free and clear of any Lien. Without limiting the foregoing, the assets, properties, rights, interests, benefits and privileges sold, assigned, transferred, conveyed and delivered by Seller hereunder (collectively, the "Acquired Assets") shall include all of Seller's right, title and interest in and to the assets listed on Schedule 1 and the following:

(a) all supplies, materials, machinery, equipment (including equipment that is subject to a capital lease, but only to the extent that Purchaser assumes such capital lease as an Assigned Contract), tools, furniture, fixtures, furnishings, goods, and other tangible personal property owned by Seller, including, but not limited to, any owned computer hardware and software (collectively, "Personal Property");

(b) all causes of action of Seller relating to the Acquired Assets or arising under express or implied warranties from suppliers or other third parties with respect to the Acquired Assets except for those consisting of an Excluded Asset;

(c) all books and records of Seller relating to the Acquired Assets, including production records, accounting records, Tax records, financial records, property records, mailing lists, and customer and vendor lists (other than any books and records that may be subject to an attorney-client privilege), provided that Seller may obtain, at their own expense, copies of any or all such books and records before their transfer to Purchaser;

(d) all Intellectual Property;

(e) all Contracts, agreements, licenses, leases, warranties, commitments, and purchase and sale orders with respect to Personal Property, Intellectual Property, real property or otherwise, solely to the extent that such Contracts are listed on Schedule 2.1(e) as designated by Purchaser to be assumed and assigned on the Closing Date (collectively, "Assigned Contracts;" together with the right to receive income in respect of such Assigned Contracts on and after the Closing Date, and any causes of action which may be brought by Seller relating to past or current breaches of the Assigned Contracts); provided, however that Purchaser assume any and all outstanding liabilities relating to such Assigned Contracts as contemplated by Section 2.4 below; and

(f) all Governmental Authorizations and all pending applications therefor or renewals thereof, in each case to the extent transferable to Purchaser and excluding Governmental Authorizations or pending applications therefor required for the continued operation of an Excluded Asset.

2.2 Excluded Assets. Notwithstanding the provisions of Section 2.1 or any other provision of this Agreement, the Acquired Assets do not include, and Seller shall not transfer to Purchaser any of the following assets, properties, rights, interests and privileges (collectively, the “Excluded Assets”):

- (a) any right of Seller with respect to deposits, insurance refunds, Tax refunds, and Tax attributes arising prior to the Closing Date;
- (b) any prepaid Taxes of Seller attributable to pre-Closing tax periods;
- (c) to the extent any transfer contemplated herein is prohibited by any license or other agreement, any software or other licensed products that may be installed on or attached to the Acquired Assets;
- (d) any and all rights, title and interest in any litigation, claims, causes of action whether known or unknown, asserted or unasserted, for any action, conduct or omissions arising prior to Closing Date;
- (e) claims for preference or fraudulent conveyance recoveries under applicable Law;
- (f) all books and records, including corporate minutes books and other records, that do not relate to the Acquired Assets;
- (g) copies of any books and records (excluding the Customer List) notwithstanding that they may constitute Acquired Assets to the extent necessary or appropriate for Seller to administer the assignment estate in accordance with the ABC and applicable Law;
- (h) all insurance policies existing on or before the Closing Date and any rights, claims or interests granted under those policies; and
- (i) any rights or obligations granted to Seller under this Agreement and the Ancillary Documents.

2.3 Assumed Liabilities. Upon the terms and subject to the conditions set forth herein, at the Closing, Purchaser shall assume and shall timely perform and discharge in accordance with their respective terms (a) all Liabilities with respect to the Assigned Contracts, whether arising prior to, on or after Closing, and (b) all Liabilities (including for any Tax) that arise on or after the Closing Date with respect to Purchaser’s ownership or operation of the Acquired Assets on and after the Closing (collectively “Assumed Liabilities”).

2.4 Excluded Liabilities. Purchaser, by its execution and delivery of this Agreement and the Ancillary Agreements and its performance of the transactions contemplated by this Agreement and the Ancillary Agreements (the “Transactions”), shall not assume or otherwise be responsible for any Liability other than the Assumed Liabilities.

2.5 Consideration.

(a) The aggregate consideration for the sale, transfer, and conveyance of the Acquired Assets to Purchaser by Seller shall be (i) the amount of Eight Hundred Thousand US Dollars (US\$ 800,000.00) (the “Cash Purchase Price”), (ii) the Earn-Out, and (iii) the assumption by Purchaser of the Assumed Liabilities. At the Closing, Purchaser shall deliver the Cash Purchase Price (less the Deposit) to Seller by wire transfer of immediately available funds to an account designated in writing by Seller to Purchaser no less than two (2) Business Days prior to Closing.

(b) Purchaser shall increase its good faith deposit with the Assignee to a total amount equal to ten percent (10%) of the Cash Purchase Price (US\$ 80,000.00) (the “Deposit”) on or before the date of this Agreement. Seller shall distribute the Deposit within five (5) Business Days of the following events:

(i) If the Closing shall occur, the Deposit shall be applied towards the Cash Purchase Price payable by Purchaser to Sellers pursuant to Section 2.5 and delivered to Seller;

(ii) In the event that Seller closes a sale of the Acquired Assets to any party other than Purchaser, then the Deposit shall be returned to Purchaser;

(iii) [RESERVED];

(iv) [RESERVED];

(v) In the event that this Agreement is terminated by Purchaser due to a material breach of this Agreement by Seller, or Seller’s failure to perform any material obligation or condition required under this Agreement, then the Deposit shall be returned to Purchaser;

(vi) In the event that this Agreement is terminated by Seller due to a material breach of this Agreement by Purchaser, or Purchaser’s failure to perform any material obligation or condition required under this Agreement, then the Deposit shall be distributed to Seller; or

(vii) In the event that the Closing does not occur by March 8, 2024 due to no fault of Purchaser, and Purchaser has not otherwise defaulted under this Agreement, then the Deposit shall be returned to Purchaser.

(c) In addition to the Cash Purchase Price, Seller shall be entitled to an earn-out that shall be calculated pursuant to, and subject to, the following terms (the “Earn-Out”), and shall be payable within five (5) Business Days after the Purchaser Earn-Out Statement becomes final and binding in accordance with the following terms:

(i) The Earn-Out shall be five percent (5%) of the Gross Profit during the Earn-Out Period. Within thirty (30) days after the end of the Earn-Out Period, Purchaser shall prepare and deliver to Seller a written statement (the “Purchaser Earn-Out Statement”) setting forth the Purchaser’s calculation of the Earn-Out. During the fifteen (15) day period following the receipt by Seller of the Purchaser Earn-Out Statement, Seller shall be permitted to review during

normal business hours and make copies reasonably required of the non-privileged working papers of Purchaser and, if relevant, its independent auditors (if any) reasonably necessary to validate Earn-Out calculation set forth in the Purchaser Earn-Out Statement, subject in the latter instance to the auditor's consent. The Purchaser Earn-Out Statement shall become final and binding upon the parties on the fifteenth (15th) day following delivery thereof, unless Seller gives written notice of disagreement with the Purchaser Earn-Out Statement (the "Earn-Out Dispute Notice") to Purchaser prior to such date. Any Earn-Out Dispute Notice shall specify in reasonable detail the nature and amount of any disagreement so asserted. If an Earn-Out Dispute Notice is received by Purchaser in a timely manner, then the Purchaser Earn-Out Statement shall become final and binding upon the parties on the earlier of (A) the date Purchaser and Seller resolve in writing any differences they have with respect to the matters specified in the Earn-Out Dispute Notice or (B) the date any disputed matters are finally resolved in writing by the Accounting Firm (as set forth below).

(ii) During the thirty (30)-day period following the delivery of an Earn-Out Dispute Notice, Purchaser and Seller shall seek in good faith to resolve in writing any differences which they may have with respect to the matters specified in the Earn-Out Dispute Notice. If, at the end of such thirty (30)-day period, the differences as specified in the Earn-Out Dispute Notice are not resolved, Seller and Purchaser shall promptly engage an accounting firm (the "Accounting Firm") as mutually agreed by Seller and Purchaser acting in good faith and without undue delay and submit to the Accounting Firm for review and resolution any and all matters which remain in dispute and which are properly included in the Earn-Out Dispute Notice. Purchaser and Seller shall make available to the Accounting Firm all non-privileged working papers, supporting schedules, supporting analyses, other supporting documentation and other items reasonably requested by the Accounting Firm. Seller and Purchaser shall cause the Accounting Firm to render a decision resolving the matters in dispute within thirty (30) days following the submission of such matters to the Accounting Firm. Seller and Purchaser agree that judgment may be entered upon the determination of the Accounting Firm in any court having jurisdiction over the party against which such determination is to be enforced. Except as specified in the following sentence, the fees and expenses of the Accounting Firm in connection with the Accounting Firm's determination of the Earn-Out shall be borne equally by the parties. Seller acknowledges the absolute right of Purchaser to operate, manage and invest in the Business in the exercise of its sole and absolute discretion and agrees that Purchaser shall have no liability or obligation to Seller in connection with the operation of the Business and the Acquired Assets from and after the Closing. Notwithstanding the foregoing, Purchaser hereby covenants and agrees that during the Earn-Out Period, Purchaser shall (A) refrain from taking any action or making any omission with the express purpose and intent of reducing the Earn-Out absent an independent and good faith business rationale for such actions, (B) maintain separate financial statements of the Business for Seller; and (C) provide to Seller within two (2) weeks following the end of each calendar quarter concluded prior to the expiration of the Earn-Out Period its estimation of what the amount of the Earn-Out would be if the Earn-Out Period expired at the end of such quarter.

(iii) In the event Purchaser (in its sole and absolute discretion) closes a Customer List Transaction with the Customer List Party during the Earn-Out Period, Purchaser shall pay Seller fifty percent (50%) of the net proceeds of such Customer List Transaction within ten (10) following Purchaser's receipt of such proceeds, calculated as the total proceeds of such Customer List Transaction less any actual costs incurred by Purchaser in connection with such

Customer List Transaction. The amount owed to Seller from Purchaser pursuant to this Section 2.5(c)(iii) shall be considered part of the Earn-Out.

2.6 [RESERVED].

2.7 Break-Up Fee. If the Seller sells the Acquired Assets to any party other than the Purchaser (an "Alternative Transaction") for a cash amount at the closing of such Alternative Transaction that exceeds the Cash Purchase Price, then Purchaser shall receive and be paid a break-up fee from Seller in an amount equal to Twenty-Five Thousand US Dollars (US\$25,000.00) (the "Break-Up Fee"). The Break-Up Fee will be payable by Seller to Purchaser five (5) days after an Alternative Transaction closes. The Break-Up Fee shall be paid to Purchaser from (i) the winning bidder's topping Bid Deposit (as such term is defined in the Bidding Procedures), or the backup bidder's topping Bid Deposit if the backup bidder is the ultimate purchaser of the Acquired Assets, or (ii) the proceeds from an Alternative Transaction.

ARTICLE III
CLOSING; CONDITIONS TO CLOSING

3.1 Closing. Subject to the terms and conditions of this Agreement, the closing (the "Closing") of the sale and purchase of the Acquired Assets and the assumption of the Assumed Liabilities shall take place on or before March 8, 2024 (unless otherwise agreed by Seller and Purchaser), at a location to be specified by Seller. The time and date upon which the Closing occurs is referred to herein as the "Closing Date." All transactions at the Closing shall be deemed to take place simultaneously and none shall be deemed to have taken place until all shall have taken place.

3.2 Conditions to Obligations of Purchaser. The obligation of Purchaser to consummate the transactions contemplated by this Agreement is subject to the satisfaction, at or before the Closing, of each of the following conditions, any of which conditions may be waived by Purchaser in its sole discretion:

(a) Representations and Warranties. The representations and warranties of Seller set forth in Article IV of this Agreement shall be true and correct in all material respects (except for those representations and warranties qualified by materiality, which shall be true and correct in all respects) on the date of this Agreement and on and as of the Closing Date, as though made on and as of the Closing Date (except for representations and warranties made as of a specified date, which shall be true and correct only as of the specified date).

(b) Agreements and Covenants. Seller shall have performed and complied with each material agreement, covenant and obligation required to be performed or complied with by them under this Agreement at or before the Closing in all material respects.

(c) Deliveries at Closing. Purchaser shall have received from Seller (i) duly executed assignments, patent assignments, general trademark assignments, lease assignments, bills of sale or certificates of title, dated as of the Closing Date, in form and substance reasonably satisfactory to Purchaser, whereby Seller will transfer to Purchaser free and clear of any Lien all

of Seller' right, title and interest in and to the Acquired Assets, and (ii) the identity of the Customer List Party.

(d) Release. Purchaser shall have received from Seller evidence to its reasonable satisfaction that any perfected Lien in any of the Acquired Assets has been released.

3.3 Conditions to Obligations of Seller. The obligation of Seller to consummate the Transactions is subject to the satisfaction, at or before the Closing, of each of the following conditions, any of which conditions may be waived by Seller in its sole discretion:

(a) Representations and Warranties. The representations and warranties of Purchaser set forth in Article V of this Agreement shall be true and correct in all material respects (except for those representations and warranties qualified by materiality, which shall be true and correct in all respects) on the date of this Agreement and on and as of the Closing Date, as though made on and as of the Closing Date (except for representations and warranties made as of a specified date, which shall be true and correct only as of the specified date).

(b) Agreements and Covenants. Purchaser shall have performed and complied with each agreement, covenant and obligation required to be performed or complied with by it under this Agreement at or before the Closing in all material respects.

(c) Deliveries at Closing. Seller shall have received from Purchaser all fully executed instruments or documents as Seller may reasonably request to fully effect the transfer of the Acquired Assets and assumption of the Assumed Liabilities and to otherwise consummate the Transactions.

3.4 Delivery of Possession of Assets. Right to possession of all Acquired Assets shall transfer to Purchaser at the Closing. Purchaser shall bear all risk of loss with respect to the Acquired Assets from and after the Closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser that the statements contained in this Article IV are true and correct as of the date of this Agreement and will be true and correct in all material respects on the Closing Date (except for those representations and warranties qualified by materiality, which shall be true and correct in all respects).

4.1 Organization, Good Standing and Power. Seller is validly existing and in good standing under the laws of Delaware. Seller has the power to own its properties and carry on its business as now being conducted and is qualified or licensed to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary.

4.2 Authority Relative to this Agreement; Execution and Binding Effect. Seller has full power and authority to execute and deliver this Agreement and the Ancillary Agreements and to consummate the Transactions. The execution and delivery of this Agreement and the Ancillary Agreements and the consummation of the Transactions have been duly and validly

approved and adopted by the members, or board of managers, as applicable, of Seller, and no other proceedings or approvals on the part of Seller are necessary to approve this Agreement and the Ancillary Agreements and to consummate the Transactions. This Agreement has been duly and validly executed and delivered by Seller. Assuming due authorization, execution and delivery by Purchaser, this Agreement constitutes, and each of the Ancillary Agreements at the Closing will constitute, the valid and binding obligation of Seller, enforceable against Seller in accordance with their terms, except as set forth in the Bidding Procedures.

4.3 Brokers. 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 based upon arrangements made by or on behalf of Seller.

4.4 Governmental and Other Consents. No consent, notice, authorization, or approval of, or exemption by, or filing with or notifications to any Governmental Body or any other Person, whether pursuant to contract or otherwise, is required in connection with the execution and delivery by each Seller of this Agreement and the Ancillary Agreements and the consummation of the Transactions.

4.5 Assets. Seller has good and valid title to the Acquired Assets pursuant to the ABC. Upon the terms and subject to the conditions contained in this Agreement, at the Closing, Seller shall transfer and deliver to Purchaser good and valid title to the Acquired Assets, free and clear of all Liens.

4.6 Compliance with Laws. The Transactions do not violate any applicable Law.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller that the statements contained in this Article V are true and correct as of the date of this Agreement and will be true and correct in all material respects on the Closing Date (except for those representations and warranties qualified by materiality, which shall be true and correct in all respects).

5.1 Organization, Good Standing and Power. Purchaser is validly existing and in good standing under the laws of the state of Delaware. Purchaser has the power to own its properties and carry on its business as now being conducted and is qualified or licensed to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary.

5.2 Authority Relative to this Agreement; Execution and Binding Effect. Purchaser has full power and authority to execute and deliver this Agreement and the Ancillary Agreements and to consummate the Transactions. The execution and delivery of this Agreement and the Ancillary Agreements and the consummation of the Transactions have been duly and validly approved and adopted by all necessary action of Purchaser and no other proceedings or approvals (shareholder, member or otherwise) on the part of Purchaser are necessary to approve this Agreement and the Ancillary Agreements and to consummate the Transactions. This Agreement has been duly and validly executed and delivered by Purchaser. Assuming due authorization, execution and delivery by Seller, this Agreement constitutes, and each of the

Ancillary Agreements at the Closing will constitute, the valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with their terms.

5.3 Governmental and Other Consents. No consent, notice, authorization, or approval of, or exemption by, or filing with or notifications to any Governmental Body or any other Person, whether pursuant to contract or otherwise, is required in connection with the execution and delivery by Purchaser of this Agreement and the Ancillary Agreements and the consummation of the Transactions.

5.4 Brokers. 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 based upon arrangements made by or on behalf of Buyer.

ARTICLE VI COVENANTS

6.1 Access to Facilities, Personnel, and Information.

(a) Prior to the Closing, Seller shall permit representatives of Purchaser to have reasonable access during regular business hours and upon reasonable notice, and in a manner so as not to interfere with the normal business operations of Seller, to all premises, property, books, records (including Tax records), Contracts, and documents of or pertaining to the Business (provided that any representatives of Purchaser shall be subject to confidentiality obligations as may reasonably be requested by Seller).

(b) From the Closing Date through and including the second anniversary of the Closing Date, Purchaser shall provide copies to Seller and its respective representatives of any books and records transferred to Purchaser pursuant to this Agreement during regular business hours and upon reasonable notice for the purpose of allowing Seller or its representatives to perform the duties necessary for the liquidation of Jane's estate

6.2 Further Assurances. Purchaser and Seller shall use commercially reasonable efforts to take such further actions and execute such other documents as may be reasonably required to fulfill the conditions to Closing and, after Closing, to fully effect the transactions contemplated by this Agreement and the Ancillary Agreements and further secure to each party hereto the rights intended to be conferred hereby and thereby; provided, however, that nothing in this Section 6.2 shall prohibit Seller from ceasing operations or winding up its affairs following the Closing.

6.3 Tax Matters. All sales, use, transfer, stamp, conveyance, value added or other similar Taxes, duties, excises or governmental charges imposed by any Tax authority, domestic or foreign, and all recording or filing fees, notarial fees and other similar costs of Closing will be borne by Purchaser.

6.4 Casualty. If, between the date of this Agreement and the Closing, any of the Acquired Assets shall be destroyed or damaged in whole or in part by fire, earthquake, flood, other casualty, or any other cause (each a "Casualty"), then Purchaser shall have the option to: (a) acquire such Acquired Assets on an "as is" basis and take an assignment from Seller of all insurance

proceeds payable to Seller in respect of the applicable Casualty; or (b) in the event that the applicable Casualty would have a Material Adverse Effect, terminate this Agreement and the transactions contemplated hereby.

6.5 Modification of a Schedule. Between the date of this Agreement and the Closing Date, Seller shall notify Purchaser of, and shall promptly supplement or amend a Schedule to this Agreement with respect to, any matter that (a) may arise after the execution date of this Agreement by Purchaser and that, if existing or occurring at or prior to the execution date of this Agreement by Purchaser, would have been required to be set forth or described in a Schedule to this Agreement or (b) makes it necessary to correct any information (including incomplete or missing information) in a Schedule or in any representation and warranty of Seller that has been rendered inaccurate thereby. Each such notification or supplementation shall be made promptly. No supplement or amendment to a Schedule (including delivery of previously incomplete or missing information) to this Agreement or any delivery of a Schedule after the execution date of this Agreement by Purchaser (unless expressly acknowledged and agreed by Purchaser in its sole and absolute discretion, as a cure or modification) shall be deemed to cure any inaccuracy of any representation or warranty made in this Agreement or impair Purchaser's right to terminate this Agreement pursuant to Section 7.1.

6.6 [RESERVED].

ARTICLE VII TERMINATION; EFFECT OF TERMINATION

7.1 Termination. This Agreement may, by notice given prior to or at the Closing, be terminated:

- (a) by mutual consent of Purchaser and Seller;
- (b) by Seller or Purchaser in the event the Closing has not occurred on or before March 8, 2024;
- (c) by Seller if Seller accepts and closes on an Alternative Transaction for the purchase of all or part of the Acquired Assets;
- (d) [RESERVED];
- (e) by Purchaser if Seller consummates a sale of all or part of the Acquired Assets to a third party other than Purchaser, including pursuant to an Alternative Transaction;
- (f) by Seller if Purchaser fails to make the Deposit in accordance with this Agreement;
- (g) by the non-breaching party upon a material breach of any provision of this Agreement; provided that such breach has not been waived by the non-breaching party and has continued after notice to the breaching party by the non-breaching party, without cure for a period of three (3) Business Days (provided that the non-breaching party shall have an immediate right

to terminate if the breaching party has willfully breached any provision of this Agreement, which such breach is not cured); or

(h) by any party hereto by giving written notice to the other parties hereto if any court of competent jurisdiction or other competent Governmental Body shall have enacted or issued a Law or decree or taken any other action permanently restraining, enjoining, or otherwise prohibiting the Transaction and such Law or decree or other action shall have become final and non-appealable; provided, however, that the right to terminate this Agreement under this Section 7.1(h) shall not be available to a party hereto if the failure to consummate the Closing because of such action by a Governmental Body shall be due to the failure of such party hereto to have fulfilled any of its obligations under this Agreement.

7.2 Effect of Termination. If this Agreement is terminated pursuant to Section 7.1, (a) Purchaser shall have no Liability or obligations under this Agreement, and (b) Seller shall have no Liabilities under this Agreement; provided, however, that the obligations in Sections 8.2 shall survive and the Deposit shall be distributed in accordance with this Agreement.

ARTICLE VIII GENERAL PROVISIONS

8.1 “As Is”, “Where Is”, and “With all Faults” Transaction. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN ARTICLE IV, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ACQUIRED ASSETS. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF ALL ACQUIRED ASSETS AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE ACQUIRED ASSETS AS PURCHASER DEEMS NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE ACQUIRED ASSETS, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE IV, PURCHASER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, PURCHASER WILL ACCEPT THE ACQUIRED ASSETS AT THE CLOSING “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS.”

8.2 Transaction Expenses. Except as expressly provided for herein, each party hereto shall pay all fees, costs and expenses incurred by it with respect to this Agreement, whether or not the transactions contemplated by this Agreement are consummated.

8.3 Certain Interpretive Matters and Definitions. Unless the context requires, (a) references to the plural include the singular and references to the singular include the plural, (b) references to any gender includes the other gender, (c) the words “include,” “includes” and “including” do not limit the preceding terms or words and shall be deemed to be followed by the words “without limitation”, (d) the terms “hereof”, “herein”, “hereunder”, “hereto” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, (e) all references to financial or accounting terms shall be defined in accordance

with GAAP and (f) all references to Sections, Articles, Exhibits or Schedules are to Sections, Articles, Exhibits or Schedules of or to this Agreement.

8.4 Survival; Termination of Representations and Warranties. The representations and warranties of the parties hereto set forth in this Agreement shall terminate upon, and be of no further force or effect after, the consummation of the Closing. The parties hereto agree that the covenants contained in this Agreement to be performed at or after the Closing shall survive the Closing hereunder for such period expressly set forth in this Agreement, or if not expressly set forth for a period no greater than six (6) months after the Closing Date.

8.5 Amendment. This Agreement may be amended or modified in whole or in part at any time by an agreement in writing among the parties hereto.

8.6 Waiver. The waiver by a party hereto of a breach of any covenant, agreement, condition or undertaking contained herein shall be made only by a written waiver in each case. No waiver of any breach of any covenant, agreement, condition or undertaking contained herein shall operate as a waiver of any prior or subsequent breach of the same covenant, agreement, condition or undertaking or as a waiver of any breach of any other covenant, agreement, condition or undertaking.

8.7 Notices. All notices, requests and other communications hereunder will be deemed to have been duly given if delivered personally, by an established overnight delivery company, or by certified or registered mail, postage prepaid, return receipt requested, as follows:

If to Seller:

Jane ABC, a series of DSI ABCs, LLC
Attn: Steven L. Victor, Executive Manager
10 S. LaSalle St., Suite 3300
Chicago, IL 60603
E-mail: svictor@dsiconsulting.com

with a copy to:

Morris, Nichols, Arsht & Tunnell LLP
Attn: Eric Schwartz
1201 N. Market St.
Suite 1600
Wilmington, DE 19801
Email: eschwartz@morrisnichols.com

If to Purchaser:

Very Jane, LLC
Attn: Yasser Elshair
427 N. Tatnall Street, Suite 35314

Wilmington, DE 19801

with a copy to:

Pashman Stein Walder Hayden, P.C.
Attn: Joseph C. Barsalona II
1007 North Orange Street, Fourth Floor, Suite 183
Wilmington, DE 19801
Email: jbarsalona@pashmanstein.com

or to such other address as may hereafter be designated by a party hereto by the giving of notice in accordance with this Section 8.7. All notices, requests or other communications shall be deemed given when actually delivered if delivered personally or by an established overnight delivery company or upon actual receipt if delivered by certified or registered mail, postage prepaid, return receipt requested.

8.8 Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby 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 the city of Wilmington and county of New Castle, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

8.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to rules governing the conflict of laws.

8.10 Damages. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NO PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, INDIRECT OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, LOSS OF PRODUCTION OR OTHER DAMAGES ATTRIBUTABLE TO BUSINESS INTERRUPTION) ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

8.11 Time is of the Essence. Time is of the essence in this Agreement, and all of the terms, covenants and conditions hereof.

8.12 Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, in whole or in part, the validity, legality, and enforceability of the remaining part of such provision, and the validity, legality and enforceability of all other provisions hereof or thereof, shall not be affected thereby.

8.13 Titles and Headings. Titles and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

8.14 Assignment; Successors and Assigns. This Agreement and the rights, duties and obligations hereunder may not be assigned by Seller without the prior written consent of Purchaser, and any attempted assignment without consent shall be void. Purchaser may assign this Agreement

or its rights, interests, and obligations hereunder and to the Acquired Assets and the Assigned Contracts in whole or in part to one or more of any of its affiliates in its sole discretion, provided that, if Purchaser so assigns, Purchaser remains bound and the assignee is able to fully discharge all of Purchaser's obligations under this Agreement. Upon any such permitted assignment, the references in this Agreement to Purchaser shall also apply to any such assignee(s) unless the context otherwise requires. Subject to this Section 8.14, this Agreement and the provisions hereof shall be binding upon each of the parties hereto, their successors and permitted assigns.

8.15 No Third-Party Rights. The parties hereto do not intend to confer any benefit hereunder on any Person other than the parties hereto.


8.16 Execution of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties hereto transmitted by electronic transmission shall be deemed to be their original signatures for all purposes.

(Signatures appear on following page)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement as of the day and year first written above.

SELLER:

**JANE ABC, a series of DSI ABCs, LLC, a
Delaware limited liability company**

By: 
Name: Steven Victor
Title: Executive Manager

PURCHASER:

VERY JANE LLC

By: _____
Name: Yasser Elshair
Title: Manager

17641241.14

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

TRADEMARK
REEL: 008392 FRAME: 0423

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement as of the day and year first written above.

SELLER:

JANE ABC, a series of DSI ABCs, LLC, a Delaware limited liability company

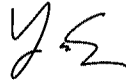
By: _____

Name: Steven Victor

Title: Executive Manager

PURCHASER:

VERY JANE LLC

By:  _____

Name: Yasser Elshair

Title: Manager

17641241.14

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

TRADEMARK
REEL: 008392 FRAME: 0424

EXHIBIT 1

BIDDING PROCEDURES

On November 20, 2023, Jane Marketplace, LLC, a Delaware limited liability company (“Jane”), assigned all of its assets to Jane ABC, a series of DSI ABCs, LLC, a Delaware series limited liability company, acting as assignee for the benefit of creditors of Jane (“Seller”), pursuant to that certain General Assignment for the Benefit of Creditors in accordance with 10 Del. C. §§ 7381 et seq. so that Seller could sell and otherwise liquidate such assets. In furtherance of such liquidation, Seller received that certain Asset Purchase Agreement (together with all exhibits thereto, the “Stalking Horse Agreement”)¹ by and between Seller and [], a Delaware limited liability company (the “Stalking Horse Bidder”), in the form attached hereto as Exhibit A, which has been executed by the Stalking Horse Bidder. For the reasons discussed below, Seller has not entered into the Stalking Horse Agreement. The Stalking Horse Agreement contemplates, pursuant to the terms and subject to the conditions contained therein, the sale of the Acquired Assets in exchange for cash consideration in the amount of \$550,000.00 plus the Earn-Out and the assumption of Assumed Liabilities.

The Stalking Horse Agreement provides for payment of bid protections in the form of a Break-Up Fee in the amount of \$25,000.00, and together with all other bid protections provided under the Stalking Horse Agreement, in each case, on the terms and conditions set forth in the Stalking Horse Agreement.

As contemplated by the Stalking Horse Agreement, Seller desires to have an auction (the “Auction”) for the Acquired Assets and, in connection therewith, approved the bidding procedures set forth herein (the “Bidding Procedures”) to govern the submission of competing proposals to purchase the Acquired Assets. The sale of the Acquired Assets will be implemented pursuant to the terms and conditions of the Stalking Horse Agreement, as the same may be amended pursuant to the terms thereof, subject to Seller’s selection in its sole discretion, of a higher or otherwise better bid as the Successful Bid (as defined below) in accordance with these Bidding Procedures.

Notice Parties

Information required to be provided under these Bidding Procedures must be provided to the following parties: (a) Seller, 10 S. LaSalle St., Suite 3300, Chicago, IL 60603, Attn: George Shoup and Steven L. Victor, e-mail: gshoup@dsiconsulting.com and svictor@dsiconsulting.com; and (b) counsel to Seller: Morris Nichols Arsht & Tunnell LLP, 1201 North Market Street, Wilmington Delaware 19801, Attn: Eric Schwartz, Esq., e-mail: eschwartz@morrisnichols.com.

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Stalking Horse Agreement.

Participation Requirements

To participate in the formal bidding process or otherwise be considered for any purpose hereunder, a person (other than the Stalking Horse Bidder) interested in submitting a bid (an “Interested Party”) must deliver to Seller, the following documents (the “Preliminary Bid Documents”):

- (i) an executed confidentiality agreement on terms reasonably acceptable to Seller (each, a “Confidentiality Agreement”);
- (ii) a statement and other factual support demonstrating to Seller’s satisfaction in the exercise of its reasonable business judgment that the Interested Party has a bona fide interest in purchasing the Acquired Assets; and
- (iii) preliminary written proof by the Interested Party of its financial capacity to close a proposed transaction at the Purchase Price (as defined below), which may include (a) current unaudited or verified financial statements of, or verified financial commitments obtained by, the Interested Party (or, if the Interested Party is an entity formed for the purpose of acquiring the property to be sold, the party that will bear liability for a breach), or (b) sufficient financial or other information evidencing its ability to perform under the Purchase Agreement (as defined below).

Bid Requirements

To be eligible to participate in the Auction, each Interested Party (other than the Stalking Horse Bidder) must deliver the Preliminary Bid Documents (a “Potential Bidder”) and submit a proposal to purchase the Acquired Assets (a “Bid”) by February 16, 2024 at 4:00 p.m. (ET) (the “Bid Deadline”) which must:

- 1) state that the applicable Potential Bidder offers to purchase the Acquired Assets upon substantially the terms and conditions set forth in the Stalking Horse Agreement, including that the Bid be no less burdensome to the Seller and the ABC estate than the Stalking Horse Agreement;
- 2) be accompanied by a deposit (each, a “Good Faith Deposit”) in the form of a wire transfer or certified check or such other form of readily available funds acceptable to Seller in its sole discretion, payable to the order of Seller, in an amount equal to 10% of the Cash Purchase Price being bid;
- 3) specify the amount of cash and any other consideration offered by the Potential Bidder (the “Purchase Price”), which Purchase Price must include an amount of cash consideration at closing that exceeds the aggregate sum of the following: (i) the aggregate consideration set forth in the Stalking Horse Agreement, including the assumption of the Assumed Liabilities; (ii) the Earn-Out (including proceeds from the sale or monetization of the Customer List as provided in the Stalking Horse Agreement), and (iii) the minimum initial overbid of \$50,000;

- 4) be irrevocable by the Potential Bidder until the selection of the Successful Bid in accordance with the terms of these Bidding Procedures; provided that, if such Potential Bidder is selected as the Successful Bidder or Back-Up Bidder and is required to be a Back-Up Bidder hereunder, its Bid must remain irrevocable until Seller's consummation of a sale with the Successful Bidder;
- 5) include an executed asset purchase agreement, together with all exhibits and schedules thereto, pursuant to which the Potential Bidder proposes to effectuate a proposed transaction at the Purchase Price (the "Transaction Documents"), which Transaction Documents must include a copy of the proposed asset purchase agreement marked against the Stalking Horse Agreement to show all changes requested by the Potential Bidder including, but not limited to, treatment of any assumed liabilities;
- 6) provide a commitment to close within 10 days following the effectiveness of the Successful Bidder Purchase Agreement (as defined below);
- 7) not be conditioned on unperformed due diligence, obtaining financing or any internal approval or otherwise be subject to contingencies more burdensome than those in the Stalking Horse Agreement;
- 8) not request or entitle the Potential Bidder to any break-up fee, termination fee, expense reimbursement or similar type of payment;
- 9) constitute a good faith, bona fide offer to effectuate the proposed transaction;
- 10) include a written acknowledgement by such Potential Bidder that it agrees to all of the terms for sale set forth in these Bidding Procedures;
- 11) include an affidavit under penalty of perjury from a corporate officer of the Potential Bidder identifying (i) the corporate structure of the Potential Bidder, (ii) the identity of the officers, directors, managers, members and equity holders of the Potential Bidder, (iii) disclosing any relationship between any such parties and Jane or any of the Jane's direct or indirect owners, and (iv) disclosing any relationship between any of such parties and any other interested bidder and its principals.
- 12) include an agreement to provide any other information reasonably requested by Seller; and
- 13) be received by the Bid Deadline.

Designation as Qualified Bidder

A qualified bidder ("Qualified Bidder") is a Potential Bidder that, in Seller's reasonable determination, (i) has timely submitted a Bid that satisfies each of the requirements listed above in the section entitled "Bid Requirements" and (ii) is able to consummate the proposed transaction within the required timeframe if selected as the Successful Bidder (such Bid submitted by a Qualified Bidder, a "Qualified Bid"); provided that Seller reserves the right to work with any

Potential Bidder to cure any deficiencies in a Bid that is not initially deemed a Qualified Bid. After a Potential Bidder delivers all of the documents described above, Seller will determine in its reasonable discretion whether such Potential Bidder is a Qualified Bidder, and notify the Potential Bidder of such determination. Notwithstanding the foregoing, Seller has sole discretion to determine whether a Bid is a Qualified Bid and, in connection therewith, may waive any of the Bid requirements referenced above so long as such waiver is not material and the applicable Bid otherwise substantially complies with the Bid Requirements, as determined by Seller in its reasonable discretion. For the avoidance of doubt, (i) the Stalking Horse Bidder is a Qualified Bidder, (ii) the Stalking Horse Agreement is a Qualified Bid, and (iii) the Stalking Horse Bidder is authorized to submit any Overbids (as defined below) during the Auction, in each instance without further qualification required of the Stalking Horse Bidder.

“As Is, Where Is”

Any sale or transfer of the Acquired Assets will be on an “as is, where is” basis and without representations or warranties of any kind by Seller or its agents, except and solely to the extent expressly set forth in a final purchase agreement approved by Seller as the Successful Bid. Each Qualified Bidder will be required to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding Seller’s assets that are the subject of the Auction prior to making its Bid and that it has relied solely upon its own independent review and investigation in making its Bid. Except as otherwise provided in a final purchase agreement approved by Seller as the Successful Bid, all of Seller’s right, title and interest in the Acquired Assets will be sold or transferred free and clear of all encumbrances as and to the extent provided in the Stalking Horse Agreement and subject to obtaining releases of any perfected liens on the Acquired Assets.

Auction

Baseline Bid. No later than the commencement of the Auction, Seller will (i) notify all Qualified Bidders in writing of the highest or otherwise best Qualified Bid, as determined by Seller in its reasonable discretion (the “Baseline Bid”), and (ii) provide all Qualified Bidders with complete copies of all Transaction Documents and all other bid materials submitted by each other Qualified Bidder, subject to redaction of any confidential financial information as determined by Seller in its reasonable discretion or which has been so designated by the applicable Qualified Bidder. Seller’s determination of which Qualified Bid constitutes the Baseline Bid shall take into account any factors the Seller reasonably deems relevant to the value of the Qualified Bid. No later than the day prior to the commencement of the Auction, each Qualified Bidder that has timely submitted a Qualified Bid must inform Seller whether it intends to attend the Auction; provided that in the event a Qualified Bidder elects not to attend the Auction, such Qualified Bidder’s Qualified Bid will nevertheless remain fully enforceable against such Qualified Bidder; provided further that the Stalking Horse Bidder will not be required to, but may, attend and participate at the Auction.

If no Qualified Bids (other than the Stalking Horse Bid) are received by the Bid Deadline, then the Auction shall be cancelled, the Stalking Horse will be deemed the Successful Bidder, the Stalking Horse Agreement will be the Successful Bid and Seller will file an affidavit with the Court of Chancery of the State of Delaware (the “Court”) explaining the reasons for entering into the Stalking Horse Agreement.

Auction Date and Location. The Auction will commence on or before February 19, 2024 at 10:00 a.m. (Prevailing Eastern Time) and will be held virtually, or on such other date as determined by Seller.

Participation Requirements. Only a Qualified Bidder that has submitted a Qualified Bid will be eligible to participate at the Auction. The authorized representatives of each of the Qualified Bidders (including the Stalking Horse Bidder), Seller, and their respective counsel may attend the Auction.

Auction Procedures. Seller and their professionals will direct and preside over the Auction. At the start of the Auction, Seller will describe the terms of the Baseline Bid. All Bids made thereafter must be Overbids (as defined below) and will be made and received on an open basis, and all material terms of each Bid will be fully disclosed to all other Qualified Bidders. Seller will maintain a transcript of all Bids made and announced at the Auction, including the Baseline Bid, all Overbids, the Successful Bid and the Back-Up Bid. Each Qualified Bidder will be required to confirm on the record of the Auction that it has not engaged in any collusion with respect to the bidding or the sale of the Acquired Assets. Seller, in its reasonable discretion, reserves the right to conduct the Auction in a manner designed to maximize value based upon the nature and extent of the Qualified Bids received.

During the Auction, bidding will begin initially with the Baseline Bid and subsequently continue in minimum increments of at least \$25,000 (each, an “Overbid”). Bidding will be conducted solely on the cash consideration component of the Purchase Price. Any Overbid by the Stalking Horse Bidder shall be given credit for an additional \$25,000 in cash in order to account for the impact of the Break-Up Fee. Seller will announce at the Auction the material terms of each Overbid, value each Overbid in accordance with these Bidding Procedures and provide each Qualified Bidder with an opportunity to make a subsequent Overbid. Additional consideration in excess of the amount set forth in the Baseline Bid may include cash and/or other consideration acceptable to Seller in accordance with these Bidding Procedures. To the extent that an Overbid has been accepted entirely or in part because of the addition, deletion, or modification of a provision or provisions in the applicable Transaction Documents or the Stalking Horse Agreement, Seller will provide notice to each participant of the value ascribed by Seller to any such added, deleted, or modified provision or provisions, with such value being determined by Seller in its reasonable discretion.

Any Overbid made from time to time by a Qualified Bidder must remain open and binding on the Qualified Bidder until and unless (i) Seller accepts a higher or otherwise better bid submitted by another Qualified Bidder during the Auction as an Overbid and (ii) such Overbid is not selected as the Back-Up Bid (as defined below). To the extent not previously provided (which will be determined by Seller), a Qualified Bidder submitting an Overbid must submit upon Seller’s or any other Qualified Bidder’s request, as part of its Overbid, written evidence (in the form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to Seller) demonstrating such Qualified Bidder’s ability to close the transaction at the purchase price contemplated by such Overbid.

Selection of Successful Bid

At the conclusion of the Auction, Seller, in the exercise of its reasonable business judgment, will select (i) the highest and/or otherwise best bid submitted by a Qualified Bidder during the Auction based on the Cash Purchase Price or that Seller otherwise believes is most

beneficial to Seller based on the Earn-Out and other factors and considerations (the “Successful Bid”), and (ii) at Seller’s discretion, the next highest and/or otherwise best bid submitted by a Qualified Bidder during the Auction after the Successful Bid (the “Back-Up Bid”). The Qualified Bidder that submits the Successful Bid will be deemed the “Successful Bidder,” and the purchase agreement with respect to such Successful Bid will be deemed the “Successful Bidder Purchase Agreement.” The Qualified Bidder that submits the Back-Up Bid, if any, will be deemed the “Back-Up Bidder.” The successful Bidder and Back-Up Bidder, following the completion of the Auction, must increase their Good Faith Deposits so that they equal 10% of the cash consideration of such Successful Bid or Back-Up Bid, as applicable.

The Auction will close when Seller announces that the Auction has concluded and a Successful Bid and, to the extent Seller determines, a Back-Up Bid, have been selected. Notwithstanding anything herein to the contrary, Seller is authorized, but not required, to select a Back-Up Bidder and a Back-Up Bid. For the avoidance of doubt, Seller will not consider or support any bid for any of the Acquired Assets (whether or not such bid is made by a Qualified Bidder) received after the close of the Auction.

The Back-Up Bid, if any, will remain open and binding on the Back-Up Bidder until consummation of the Successful Bid with the Successful Bidder. If the Successful Bidder fails to consummate the Successful Bid within the time set forth therein, Seller will be authorized, but not required, to select the Back-Up Bidder, if any, as the new Successful Bidder, and shall proceed to consummate the Successful Bid of the new Successful Bidder.

Implementation of the Sale

Within one (1) day following the Auction, the Successful Bidder shall provide Seller with an executed copy of the Successful Bidder Purchaser Agreement. Notwithstanding the foregoing, pursuant to that certain Order Governing the Assignment for the Benefit of Creditors issued by the Court on December 1, 2023, at least ten business days (the “Waiting Period”) prior to entering into the Successful Bidder Purchaser Agreement, Seller is required (i) to file with the Court an affidavit explaining the reasons for entering into the Successful Bidder Purchaser Agreement and identifying the counterparty and its affiliation with any director, officer, employee, or creditor of Jane, (ii) to attach the proposed terms of the Successful Bidder Purchaser Agreement and (iii) to provide notice of the foregoing to all known creditors and other persons in interest. Promptly following the Waiting Period, and assuming the Court has not taken action or made any rulings with respect to the Successful Bidder Purchase Agreement and the transactions contemplated thereby that would materially adversely affect closing under the Successful Bidder Purchaser Agreement, Seller shall execute the Successful Bidder Purchaser Agreement and the Successful Bid will be deemed accepted by Seller and Seller shall be bound to the terms of the Successful Bid with no further opportunity for an auction or other process; provided, however, that Seller shall pay the Break-Up fee to the Stalking Horse Bidder in the event the Successful Bidder is not the Stalking Horse Bidder and closing under the Successful Bidder Purchase Agreement occurs notwithstanding that Seller had not executed the Stalking Horse Agreement.

Consent to Jurisdiction as Condition to Bidding

All Qualified Bidders at the Auction will be deemed to have consented to the jurisdiction of the Court with respect to all matters relating to the Auction, and waived any right to a jury trial in connection with any disputes relating to the Auction.

Return of Good Faith Deposit

All Good Faith Deposits will be held by Seller in an account designated by Seller. Good Faith Deposits of Qualified Bidders, other than the Successful Bidder and the Back-Up Bidder, if any, will be returned to the unsuccessful bidders within seven (7) days after the earlier of (i) closing of the Successful Bidder or Back-Up Bidder, if any, in accordance with these Bidding Procedures, and (ii) February 23, 2024. The Successful Bidder's Good Faith Deposit will be applied to the Purchase Price of the Successful Bid at closing, and Seller will be entitled to retain such Good Faith Deposit as their damages if the Successful Bidder fails to meet its obligations to close the transaction contemplated by the Successful Bid. The Good Faith Deposit of the Back-Up Bidder, if any, will be returned to the Back-Up Bidder, if any, within seven (7) days after the earlier of (i) consummation of the sale with the Successful Bidder, and (ii) March 8, 2024. Notwithstanding the foregoing, if the Stalking Horse Bidder does not submit an Overbid at the Auction and is not the Back-Up Bidder, then the Stalking Horse Bidder's Good Faith Deposit shall be returned to the Stalking Horse Bidder within five (5) Business Days of the close of the Auction, but not later than March 8, 2024.

Reservation of Rights

Seller reserves the right, in its reasonable discretion and subject to the exercise of its business judgment, to alter or modify any of the bidding procedures auction rules or procedures, to waive terms and conditions set forth herein with respect to all potential bidders, extend the deadlines set forth herein, alter the assumptions set forth herein, and/or to terminate discussions with any and all prospective acquirers and investors at any time and without specifying the reasons therefor, in each case to the extent not materially inconsistent with these Bidding Procedures and the Stalking Horse Agreement; provided that Seller shall only be permitted to modify or amend the terms of any Stalking Horse Agreement in accordance with the applicable Stalking Horse Agreement.

Schedule 1- Asset List

Item	Closing Day Deliverable
<p>Domain Names: jane.com jane.fr janedeal.com veryjane.com vjstage.com janecares.org janekids.com janeteen.com janecorp.com jane.deals janedrop.com janetest.com media-jane.com sellwithjane.com myjanelife.com jane.mx jane.co.uk jane.ca janedev.com janetest.ca janemoments.com</p>	<p>Login(s) and Password(s) to the domain registrar account(s) (e.g. GoDaddy) hosting these domains (along with any two-factor authentication reset or transferred). This is Buyer's preferred method.</p> <p>OR</p> <p>Domain names transferred to Buyer's accounts as specified at Closing</p>
<p>Administrator to access to Github containing all website (backend and frontend) and mobile app source code as of November 20, 2023</p>	<p>Administrator Login and Password (along with any two-factor authentication reset or transferred)</p>
<p>Snapshots and/or copies of all data on Amazon Web Services (AWS) as of November 20, 2023</p>	<p>Assignee to securely transfer to Buyer at Closing OR provide administrator access to the AWS account with access available for at least 7 days after Closing.</p>
<p>A master file of all Jane.com customers, including emails addresses in similar form as the sample file that was provided by Seller to Purchaser</p>	<p>Assignee to securely transfer to Buyer at Closing</p>
<p>Administrator access to Google Workspace, Google Analytics, Google Search Console, Google Tag Manager, and Google Drive</p>	<p>Create yas@jane.com Administrator account and provide password</p>
<p>Administrator access to Microsoft Office 365 and Microsoft Drive</p>	<p>Create yas@jane.com Administrator account and provide password.</p>
<p>Administrator access to 1Password containing login and password to various websites and services used by Jane</p>	<p>Administrator login & password to 1Password (along with any two-factor authentication reset or transferred)</p>
<p>Administrator access to all of Jane's social media accounts including Instagram, Facebook, TikTok, YouTube, Pinterest, Sprout, and Bitly.</p>	<p>Administrator logins and passwords to each of these accounts (if not already in the 1Password account)</p>

Administrator access to all of Jane’s digital advertising account including but not limited to Google Ads, Bing Ads, Meta	Administrator logins and passwords to each of these accounts (if not already in the 1Password account).
Administrator access to Android Developer/Google Play Store and iOS Developer	Administrator logins and passwords to each of these accounts (if not already in the 1Password account).
All fixed assets as provided on the “Fixed Asset Detail - Supplemental Schedule as of November 20, 2023” provided in the Jane data room	<p>10 keycards to access suite 300 at 3401 N Thanksgiving Way, Lehi, UT 84043, along with written building moving instructions from the landlord. Access to move the assets from the suite above should be available for at least 4 weeks after Closing.</p> <p>AND</p> <p>All equipment (including laptops) Assignee has in possession outside of the address above to be shipped (with tracking provided to Buyer) to the address Buyer provides at Closing no later than 2 business days after Closing.</p>
Accountant’s copy of Jane’s QuickBooks as of November 20, 2023	Assignee to securely transfer to Buyer at Closing

SCHEDULE 2.1(e)

Assigned Contracts

None