

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM355359

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Quantum Retail Technology LLC		08/19/2005	LIMITED LIABILITY COMPANY: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Quantum Retail Technology, Inc.		
<b>Street Address:</b>	222 South 9th Street, Suite 900		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3051619	QUANTUM RETAIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6126324357		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	612.632.3357		
<b>Email:</b>	trademark@gpmlaw.com		
<b>Correspondent Name:</b>	Jennifer C. Debrow		
<b>Address Line 1:</b>	P.O. Box 2906		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55379		
<b>ATTORNEY DOCKET NUMBER:</b>	125417-US-001		
<b>NAME OF SUBMITTER:</b>	Jennifer C. Debrow		
<b>SIGNATURE:</b>	/Jennifer C Debrow/		
<b>DATE SIGNED:</b>	09/17/2015		
<b>Total Attachments: 7</b>			
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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into effective as of August 19, 2005 (the "Effective Date"), by and between QUANTUM RETAIL TECHNOLOGY LLC, a Colorado limited liability company ("Seller"), and QUANTUM RETAIL TECHNOLOGY, INC., a Delaware corporation ("Buyer"); with reference to the following facts:

A. Seller owns and operates an inventory management software and support business (the "Business").

B. Seller desires to sell certain of the assets of the Business to Buyer, and Buyer desires to purchase such assets from Seller, upon the terms and conditions set forth in this Agreement.

C. Upon the Buyer's issuance of shares of its capital stock to Seller, as contemplated herein, Seller will own all of the issued and outstanding capital stock of Buyer.

NOW, THEREFORE, in consideration of the mutual covenants, representations and warranties contained in this Agreement, the parties agree as follows:

### ARTICLE 1 PURCHASE AND SALE

1.1 Sale and Transfer of Assets. Subject to the terms and conditions set forth in this Agreement, as of the Effective Date, Seller shall sell, assign, transfer and deliver to Buyer, and Buyer shall purchase and acquire from Seller, the following assets, properties and business of the Seller, and wherever located (collectively, the "Assets"):

1.1.1 Seller's exclusive right to utilize its current business telephone and telecopy numbers;

1.1.2 All of Seller's rights in and to the trade name "Quantum Retail" and any similar or related trade names, trademarks, slogans or logos, all goodwill associated therewith, and all registrations, applications and renewals related thereto;

1.1.3 All of Seller's rights in and to the Internet domain name "Quantum Retail" and any other similar or related domain names of Seller; and

1.1.4 The contracts and agreements listed on Schedule 1.1.4 attached hereto (the "Assigned Contracts").

1.2 Excluded Items. Notwithstanding Section 1.1 above, the Assets to be transferred pursuant to this Agreement shall not include any of the assets specified on Schedule 1.2 attached hereto (the "Excluded Assets").

1.3 Assumption of Liabilities. Buyer shall assume only those liabilities which are expressly assumed by Buyer pursuant to this Agreement. Such assumed liabilities (the "Assumed Liabilities") shall be limited to Seller's obligations under Assigned Contracts as of the Effective Date.

1.4 Consideration for Purchase of Assets. Subject to this Agreement, the consideration to be paid by Buyer for the Assets being transferred pursuant to this Agreement, shall be comprised of (i) Buyer's assumption of the Assumed Liabilities, and (ii) the issuance to Seller of 900,000 shares of Buyer's common stock (the "Shares").

1.5 Deliveries. Concurrently with the execution of this Agreement (i) the Seller shall execute and deliver to Buyer a Bill of Sale, Assignment and Assumption Agreement (the "Bill of Sale"), and (ii) the Buyer shall (A) execute and deliver to Seller the Bill of Sale, and (B) issue and deliver to Seller a certificate representing the Shares.

1.6 Taxes and Transfer Fees. Seller shall pay all sales and use taxes, other taxes and all transfer fees arising out of the transfer of the Assets pursuant to this Agreement.

## ARTICLE 2 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

2.1 Good Standing. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Colorado.

2.2 Binding Obligations. This Agreement and the other agreements referred to herein constitute valid and legally binding obligations of the Seller, enforceable in accordance with their respective terms. Seller has the absolute right, power and authority to execute and deliver this Agreement and the other documents contemplated hereby and to perform its obligations hereunder and thereunder.

2.3 No Conflict or Violation. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not result in any violation of, or be in conflict with or constitute, with or without the passage of time and giving of notice, a default under, any provision of any instrument, agreement, contract, judgment, writ, order or decree affecting the Seller or any of the Assets.

2.4 Purchase for Own Account. The Seller is acquiring the Shares for its own account and not with a view to or for sale in connection with any distribution of the Shares, except that the Seller may distribute the Shares to its members.

## ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants as follows:

3.1 Good Standing. Buyer is a corporation duly organized, validly existing and in

good standing under the laws of the State of Delaware.

**3.2 Binding Obligations.** This Agreement and the other agreements referred to herein constitute valid and legally binding obligations of the Buyer, as applicable, enforceable in accordance with their respective terms. Buyer has the absolute right, power and authority to execute and deliver this Agreement and the other documents contemplated hereby and to perform its obligations hereunder and thereunder.

**3.3 No Conflict or Violation.** The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not result in any violation of, or be in conflict with or constitute, with or without the passage of time and giving of notice, a default under, any provision of any instrument, agreement, contract, judgment, writ, order or decree affecting the Buyer or any of the Assets.

#### **ARTICLE 4 MISCELLANEOUS**

**4.1 Corporate Name.** Upon Buyer's request at any time after the Effective Date, Seller shall promptly change its corporate name to a name that is not similar to "Quantum Retail."

**4.2 Governing Law; Venue.** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California. All parties hereto submit to the exclusive jurisdiction of the state and federal courts in San Diego County, California.

**4.3 Attorneys' Fees.** In the event that any arbitration, suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

**4.4 Entire Agreement; No Waiver.** This Agreement (including the exhibits to this Agreement and the other agreements referred to herein), constitutes the final, complete and exclusive agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements. None of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. Any changes or supplements to this Agreement must be in writing and signed by each of the parties hereto.

**4.5 Assignment.** This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective legal representatives, successors and assigns.

**4.6 Construction.** The headings of the articles and sections in this Agreement are for convenience only and are not intended to be a part of or affect the meaning or interpretation of this Agreement. The exhibits referenced in this Agreement are hereby incorporated in this

Agreement by this reference. This Agreement shall be interpreted according to its plain meaning.

4.7 **Severability.** In the event that any one or more of the provisions contained in this Agreement, or in any other document referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such document.

4.8 **Further Assurances.** From time to time after the Effective Date, the Seller shall, without further consideration, execute and deliver such other instruments of conveyance and transfer, and take such other action, as Buyer reasonably may request to more effectively convey and transfer to and vest in Buyer possession of the Assets to be transferred hereunder.

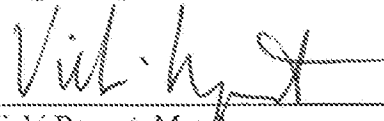
4.9 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement effective as of the Effective Date.

**Seller:**

QUANTUM RETAIL TECHNOLOGY LLC

By:   
Morgan Day, Member

By:   
Vicki Raport, Member

**Buyer:**

QUANTUM RETAIL TECHNOLOGY, INC.

By:   
Morgan Day, Chief Executive Officer

LIST OF SCHEDULES

- SCHEDULE 1.1.4 - LIST OF ASSIGNED CONTRACTS
- SCHEDULE 1.2 - LIST OF EXCLUDED ASSETS

**SCHEDULE 1.1.4**  
**List of Assigned Contracts**

- Reseller and Joint Marketing Alliance Agreement dated September 15, 2004, with Cougaar Software, Inc.
- ISV Teaming Agreement dated June 14, 2005, with IBM.
- Sun Iforce Partner agreement -- registered member of the Iforce Partner Program as of October 18, 2004.
- Independent Contractor Agreement dated August 1, 2005, with Thomas Craig.
- Agreements with BTM International Software LLC
  - dated August 23, 2005 (GC)
  - dated June 14, 2005 (Guitar Center)
- Master Agreement For Consulting Services dated July 7, 2005, with Guitar Center, Inc.



**SCHEDULE 1.2**  
**List of Excluded Assets**

- Accounts receivable
- Cash
- Except as otherwise specifically included in Section 1.1, the Excluded Assets include all of the following in any jurisdiction throughout the world: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all design and utility patents, patent applications, provisional patent applications and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (c) all computer software (including source code, object code, executable code, data, databases and related documentation), (d) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes, protocols, methods and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (e) all advertising and promotional materials, (f) all other proprietary rights, and (g) all copies and tangible embodiments thereof (in whatever form or medium).