

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377522

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rollouts Incorporated		06/30/2014	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Ingram Micro Services LLC		
Street Address:	2711 Centerville Road		
Internal Address:	Suite 400		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78332513	ROLLOUTS	
Serial Number:	75446281	ROLLOUTS	
CORRESPONDENCE DATA			
Fax Number:	3175925453		
<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:	317-236-5882		
Email:	ipdocket@icemiller.com		
Correspondent Name:	Holiday W. Banta		
Address Line 1:	Ice Miller LLP, One American Square		
Address Line 2:	Suite 2900		
Address Line 4:	Indianapolis, INDIANA 46282		
ATTORNEY DOCKET NUMBER:	36768.4020, 4021		
NAME OF SUBMITTER:	Holiday W. Banta		
SIGNATURE:	/Holiday W. Banta/		
DATE SIGNED:	03/22/2016		
Total Attachments: 41			
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ASSET PURCHASE AGREEMENT

AMONG

ROLLOUTS INCORPORATED,

RAFFAELE ATTAR

AND

INGRAM MICRO SERVICES LLC

June 30, 2014

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Exhibit A — Forms of Assignment and Assumption

Exhibit B — Form of Bill of Sale

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Disclosure Schedule — Exceptions to Representations and Warranties

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "*Agreement*") is entered into as of June 30, 2014, by and among Ingram Micro Services LLC, a Delaware limited liability company ("*Buyer*"), Rollouts Incorporated, a Minnesota corporation ("*Seller*"), Raffaele Attar (the "*Seller Shareholder*"). Buyer, Seller and Seller Shareholder are referred to collectively herein as the "*Parties*."

This Agreement contemplates a transaction in which Buyer will purchase substantially all of the assets of Seller in return for payment by Buyer of the Purchase Price.

NOW, THEREFORE, in consideration of the premises, and the representations, warranties, covenants, and agreements contained in the Transaction Documents (as hereinafter defined), and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

Section 1. *Definitions.*

"*Adverse Consequences*" means all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, reasonable amounts paid in settlement, liabilities, obligations, taxes, liens, losses, expenses, and fees, including court costs and reasonable attorneys' fees and expenses.

"*Acquired Assets*" means all right, title, and interest in and to all of the assets of Seller, including all of its (a) tangible personal property, (b) Intellectual Property, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the Laws of all jurisdictions, (c) those certain agreements and contracts set forth on Section 1(f) of the Disclosure Schedule (collectively, "*Assigned Contracts*"), (d) accounts, notes, and other receivables (whether billed or not) ("*Acquired Receivables*"), (e) securities, (f) claims, deposits, prepayments, refunds, causes of action, choses in action, rights of recovery, rights of set-off, and rights of recoupment (including any such item relating to the payment of Taxes), (g) franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from governments and governmental agencies, (h) books, records, customer lists for 2012, 2013 and 2014 (including names and contact information), ledgers, files, documents, correspondence, lists, creative materials, advertising and promotional materials, studies, reports, and other printed or written materials and (i) list of all independent contractors paid by Seller during calendar years 2013 and/or 2014, including names and contact information (collectively, "*Contractors*"); provided, however, that the Acquired Assets shall not include (s) Cash, (y) the corporate charter, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates, and other documents relating to the organization, maintenance, and existence of Seller as a corporation or (z) any of the rights of Seller under this Agreement (or under any side agreement between Seller, on the one hand, and Buyer, on the other hand entered into on or after the date of this Agreement).

"*Adjusted Holdback Amount*" has the meaning set forth in Section 2(h) below.

"*Affiliate*" means, with respect to any Person, any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such Person. For purposes of this definition, a Person shall be deemed to control another Person if it owns or controls more than fifty percent (50%) of the voting equity of the other Person (or other comparable ownership if the Person is not an entity).

"*Affiliated Group*" means any affiliated group within the meaning of Code Section 1504(a) or any similar group defined under a similar provision of state, local, or foreign law.

"*Arbitrator*" has the meaning set forth in Section 2(g) below.

"*Balance Sheet*" means the balance sheet contained within the Most Recent Financial Statements.

"Basis" means any past or present fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction that forms or could form the basis for any specified consequence.

"Buyer" has the meaning set forth in the preface above.

"Cash" means cash and cash equivalents (including marketable securities and short-term investments) calculated in accordance with GAAP applied on a basis consistent with the preparation of the Financial Statements.

"Closing" has the meaning set forth in Section 2(d) below.

"Closing Audit" has the meaning set forth in Section 2(e) below.

"Closing Date" has the meaning set forth in Section 2(d) below.

"Closing Purchase Price" has the meaning set forth in Section 2(e) below.

"Closing Statement" has the meaning set forth in Section 2(e) below.

"Closing Value" has the meaning set forth in Section 2(e) below.

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

"Disclosure Schedule" has the meaning set forth in Section 3 below.

"Financial Statements" has the meaning set forth in Section 3(g) below.

"Final Purchase Price" means the Initial Purchase Price following adjustment pursuant to Section 2(h), if any.

"GAAP" means United States generally accepted accounting principles as in effect from time to time, consistently applied.

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"Indemnified Party" has the meaning set forth in Section 9(d) below.

"Indemnifying Party" has the meaning set forth in Section 9(d) below.

"Initial Purchase Price" has the meaning set forth in Section 2(e) below.

"Intellectual Property" means all right, title, and interest in, to, and under intellectual property of any and all types throughout the world, including: (i) all utility patents, utility patent applications, utility models, utility model applications, design patents, design patent applications, statutory invention registrations, and any and all comparable variants throughout the world, including continuations, continuations-in-part, continued prosecution, requests-for-continued-examination, divisions, provisional and non-provisional applications and any and all patents to issue from any of the foregoing, reexaminations, reissues, renewals, and extensions; (ii) all trademarks, service marks, trade names, brand names, logos and corporate names (including the name "Rollouts" and derivations thereof and logos related thereto), slogans and other indicia of source of origin, whether or not registered, including all common law rights thereto and all goodwill associated therewith, and registrations and applications for registration thereof; (iii) all works of authorship, whether copyrightable or not, and copyrights, whether registered or common law, and registrations and applications for registration thereof, including the right to make derivative works and all other associated statutory rights; (iv) all trade secrets, confidential information, proprietary information, and know-how, including product development, instruction manuals, diagrams, charts, tables, graphs, blueprints, schematics, source code, object code, testing and calibration algorithms and methods, technical data, confidential or proprietary technical or business information, including systems, processes, techniques, methods,

formulae, designs, product specifications, algorithms, supplier information, prospect lists, customer lists, projections, analyses, user analytics, market studies and similar proprietary items, including the Rollouts project database; (v) all domain names (including etechnicians.net), Internet and World Wide Web URLs or addresses, and IP addresses; (vi) all inventions (whether patentable or unpatentable), invention disclosures, mask works, mask work registrations and applications therefor, circuit designs and other designs, industrial designs and registrations and applications therefor, discoveries, ideas, improvements, technology, developments, data, works of authorship, Software, and all rights therein and thereto; (vii) all show rights, all rights of publicity and privacy, and all rights to personal information and moral rights; (viii) legal protections concerning any of the foregoing provided in, by, or under any Laws, common law, and international treaty and convention rights; (ix) the right and power to assert, defend, protect, and recover title to any of the foregoing; (x) the right and power to recover for any past, present, and future infringement, misuse, misappropriation, impairment, unauthorized user or other violation of any of the foregoing; (xi) the right and power to assert, defend, and protect any of the foregoing; and (xii) all administrative rights arising from the foregoing, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, and the rights to obtain renewals, continuations, divisions and extensions of legal protection pertaining to any of the foregoing.

"Knowledge" means actual knowledge after reasonable investigation or knowledge that a reasonable person in a similar situation should have known. "Seller's Knowledge" and variances thereof shall include the Knowledge of Seller Shareholder, Mark Webster, Scott Ross and Barbara Yau.

"Law" means any statute, law (including the common and civil law and equity), by-law, ordinance, decree, regulation, guideline, policy, code, order, injunction, rule, directive, consents, approvals, authorizations, regulation, administrative ruling or interpretation of any government or quasi-governmental authority, and includes rules and regulations of any regulatory or self-regulatory authority, compliance with which is required by Law.

"Liability" means any liability or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for Taxes.

"Lien" means any mortgage, pledge, lien, encumbrance, charge, or other security interest.

"Material Adverse Effect" or *"Material Adverse Change"* means any effect, change, or circumstance, either individually or in the aggregate, that would be (or could reasonably be expected to be) materially adverse to the business, assets, properties, liabilities, rights, obligations, condition (financial or otherwise), operating results, operations, or business prospects of Seller, or to the ability of Seller to consummate timely the transactions contemplated hereby.

"Most Recent Fiscal Month End" has the meaning set forth in Section 3(g) below.

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

"Party" has the meaning set forth in the preface above.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity, or a governmental entity (or any department, agency, or political subdivision thereof).

"Public Software" means any Software that contains, or is derived in any manner from, in whole or in part, any Software that is distributed as freeware, shareware, or open source Software or similar licensing or distribution models that (i) require the licensing or distribution of source code to licensees, (ii) prohibit or limit the receipt of consideration in connection with sublicensing or distributing any Software, (iii) except as specifically permitted by applicable Law, allow any Person to decompile, disassemble or otherwise reverse-engineer any Software, or (iv) require the licensing of any Software to any other Person for the purpose of making derivative works. For the avoidance of doubt, "Public Software" includes Software licensed or distributed under any of the following licenses or distribution models (or licenses or distribution models similar thereto): (a) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL); (b) the Artistic License (e.g., PERL); (c) the Mozilla Public

License; (t) the Netscape Public License; (u) the Sun Community Source License (SCSL); (v) the Sun Industry Standards License (SISL); (w) the BSD License; (x) Red Hat Linux; (y) the Apache License; and (z) any other license or distribution model described by the Open Source Initiative as set forth on www.opensource.org.

"Purchase Price" has the meaning set forth in Section 2(c) below.

"Seller" has the meaning set forth in the preface above.

"Seller Intellectual Property" means all Intellectual Property of Seller as of the Closing Date, including the Intellectual Property listed on Section 1(ii) of the Disclosure Schedule. For purposes of clarity, Seller Intellectual Property includes Seller Software.

"Seller Shareholder" has the meaning set forth in the preface above.

"Seller Software" means all Software of Seller as of the Closing Date, including the Software listed on Section 1(iii) of the Disclosure Schedule.

"Software" means all computer software, firmware, programs and databases, in any form, whether proprietary or not, including source code, object code, software implementation of algorithms, models, and methodologies, make files, user interfaces, development tools, libraries, library functions, protocols, routines, compilers, internet websites and web content, any and all data and collections of data, whether machine readable or otherwise, all versions, updates, corrections, enhancements, replacements, and modifications thereof implemented as of the Closing Date, and all versions, updates, corrections, enhancements, replacements, and modifications thereof agreed to be made in any customer agreements executed as of the Closing Date, and all documentation related thereto.

"Straddle Period" has the meaning set forth in Section 7(f)(i) below.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association, or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof or (ii) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of the partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof and for this purpose, a Person or Persons own a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity's gains or losses or shall be or control any managing director or general partner of such business entity (other than a corporation). The term *"Subsidiary"* shall include all Subsidiaries of such Subsidiary.

"Tax" or *"Taxes"* means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code Section 59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty, or addition thereto, whether disputed or not and including any obligation to indemnify or otherwise assume or succeed to the Tax liability of any other Person.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Third Party Claim" has the meaning set forth in Section 9(d)(i) below.

"*Transaction Documents*" means this Agreement, the documents referred to in Section 8 below, and all other agreements, instruments, certificates and documents to be executed and delivered by any Party in connection with the consummation of the transactions contemplated by this Agreement.

Section 2. Basic Transaction.

(a) *Purchase and Sale of Assets.* On and subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell, transfer, convey, and deliver to Buyer, all of the Acquired Assets at the Closing for the consideration specified below in this Section 2.

(b) *Assumption of Liabilities.* Buyer does not assume and shall not have any duty or obligation with respect to any Liability, duty, contract or agreement of Seller, whether by the terms of this Agreement, by operation of Law, or otherwise, except for obligations under the Assigned Contracts which accrue after the Closing Date.

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(d) *Closing.* The closing of the transactions contemplated by this Agreement (the "*Closing*") shall take place at the offices of Buyer, in Santa Ana, California on June 30, 2014, or at such other date as mutually agreed to by the Parties (the "*Closing Date*"). The Closing shall be deemed effective for all purposes as of 12:01 a.m. Pacific Daylight Time on the Closing Date.

(e) *Deliveries at Closing.* At the Closing, (i) Seller will deliver to Buyer the Acquired Assets and the various certificates, instruments, and documents referred to in Section 8(a) below; (ii) Buyer will deliver to Seller the various certificates, instruments, and documents referred to in Section 8(b) below; (iii) Seller will execute, acknowledge (if appropriate), and deliver to Buyer (A) the assignment and assumption agreements in the forms attached hereto as Exhibit A and (B) such other instruments of sale, transfer, conveyance, and assignment as Buyer and its counsel may reasonably request (including without limitation the Bill of Sale in the form attached hereto as Exhibit B and the Assignment of Lease in the form attached hereto as Exhibit C); and (iv) Buyer will execute, acknowledge (if appropriate), and deliver to Seller such instruments of assumption as Seller and its counsel may reasonably request.

(f) *Purchase Price Allocation.* Buyer shall prepare an allocation of the Final Purchase Price (and all other capitalized costs) among the Acquired Assets in accordance with Code Section 1060 and the Treasury regulations thereunder (and any similar Law), which allocation shall be binding upon Seller (which allocation shall be subject to the reasonable approval of Seller). Buyer shall deliver such allocation to Seller within 60 days after the Closing Date. Buyer and Seller and their Affiliates shall report, act and file Tax Returns (including Internal Revenue Service Form 857-4) in all respects and for all purposes consistent with such allocation prepared by Buyer. Seller shall timely and properly prepare, execute, file and deliver all such documents, forms and other information as Buyer may reasonably request to prepare such allocation. Neither Buyer nor Seller shall take any position (whether in audits, tax returns or otherwise) that is inconsistent with such allocation unless required to do so by applicable Law. Any adjustment to the Final Purchase Price shall be allocated as provided by Treasury regulation Section 1.1060-1.

(g) *Determination of Net Asset Value.*

(i) After the Closing Date, Buyer shall conduct an audit and examination of the tangible personal property and prepaid expenses of Seller (which, for purposes of clarity, excludes cash and cash equivalents but shall include the \$3,088.00 security deposit Seller has on deposit with Hazelvine Gates, L.L.C., its Landlord (the "*Security Deposit*")) as of the Closing Date (the "*Closing Audit*") at Buyer's sole cost and expense. Seller, at its sole cost and expense, may have a representative review all final work papers in connection with the Closing Audit. On the basis of such Closing Audit, Buyer shall prepare a balance sheet as of the Closing Date (the "*Closing Statement*") reflecting (i) the book value, net of depreciation and amortization, as of the Closing Date, of the tangible personal property (including

inventory) and prepaid expenses of Seller (including the Security Deposit) in accordance with GAAP, (ii) the amount of Acquired Receivables actually collected by Buyer between the Closing Date and the 120-day anniversary of the Closing Date and (iii) the amount of the NCR Payable that has not been received by NCR from Seller on or prior to the 30-day anniversary of the Closing Date (the sum of (i) and (ii), less (iii), the "Closing Value"). Buyer shall deliver the Closing Statement to Seller not later than 150 days after the Closing Date. Buyer hereby covenants to use commercially reasonable efforts to collect the Acquired Receivables within 120 days after the Closing Date.

(ii) If Seller disputes the Closing Statement as delivered by Buyer, then not more than 20 days after the date Seller receives the Closing Statement, Seller shall provide to Buyer a notice of dispute. Upon receipt of the notice of dispute, Buyer shall promptly consult with Seller with respect to its specified points of disagreement in an effort to resolve the dispute. If any such dispute cannot be resolved by Buyer and Seller within 20 days after Buyer receives the notice of dispute, they shall refer the dispute to Grant Thornton LLP (the "Arbiter"), as an arbitrator to finally determine, as soon as practicable, and in any event within 30 days after such referral, all points of disagreement with respect to the Closing Statement. The Parties represent and warrant that none of them has a material pre-existing relationship with the Arbiter. For purposes of such arbitration, each Party shall submit a proposed Closing Statement; Buyer's proposals need not be identical to the Closing Statement delivered pursuant to Section 2(g)(i). The Arbiter shall apply the terms of this Section 2(g), and shall otherwise conduct the arbitration under such procedures as the Parties may agree or, failing such agreement, under the Commercial Arbitration Rules of the American Arbitration Association. The fees and expenses of the arbitration and the Arbiter incurred in connection with the arbitration of the Closing Statement shall be allocated between the Parties by the Arbiter in proportion to the extent either Party did not prevail on items in dispute in the Closing Statement; provided, that such fees and expenses shall not include, so long as a Party complies with the procedures of this Section 2(g), the other Party's outside counsel or accounting fees. All determinations by the Arbiter shall be final, conclusive and binding with respect to the Closing Statement and the allocation of arbitration fees and expenses.

REDACTED

Section 3. Seller's Representations and Warranties. Seller and Seller Shareholder, jointly and severally, represent and warrant to Buyer that the statements contained in this Section 3 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Section 3), except as set forth in the disclosure schedule accompanying this Agreement (the "Disclosure Schedule"). The Disclosure Schedule will be arranged in paragraphs corresponding to the lettered and numbered paragraphs contained in this Section 3.

(a) *Organization of Seller.* Seller is a corporation duly organized, validly existing, and in good standing under the Laws of the jurisdiction of its incorporation. Seller has delivered to Buyer correct and complete copies of the charter and bylaws of Seller (as amended to date), and no amendments thereto are currently authorized or being considered by Seller or its shareholders.

(b) *Authorization of Transaction.* Seller has full power and authority (including full corporate or other entity power and authority) to execute and deliver this Agreement and the other Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder. Without limiting the generality of the foregoing, (i) the consent and approval of the board of directors and shareholders of Seller that is required to be obtained pursuant to Section 302A.661 of the Minnesota Business Corporation Act has been properly obtained, (ii) the notice of the shareholder meeting delivered to the shareholders at which such consent and approval was obtained contained the information required by Section 302A.473 of the Minnesota Business Corporation Act, (iii) no shareholder has exercised any dissenters' rights with respect to any of the transactions contemplated by this

Agreement and (iv) the board of directors of Seller and Seller Shareholder have duly authorized the execution, delivery, and performance of this Agreement and the other Transaction Documents to which it is a party. This Agreement and the other Transaction Documents to which it is a party constitute the valid and legally binding obligations of Seller Parties, enforceable in accordance with their respective terms and conditions, except (x) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other Laws of general application affecting enforcement of creditors' rights and (y) general principles of equity that restrict the availability of specific performance, injunctive relief and other equitable remedies.

(c) *Non-contravention.* Neither the execution and delivery of this Agreement or any other Transaction Document to which Seller is a party nor the consummation of the transactions contemplated hereby or thereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Seller is subject or any provision of the charter or bylaws of Seller or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Seller is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any Lien upon any of its assets). Seller does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the Parties to execute, deliver, consummate or perform the transactions contemplated by this Agreement and the other Transaction Documents, including any "bulk sale" notice or similar filing, publication or notice by any Party under any applicable Laws in connection with the transactions contemplated hereby.

(d) *Brokers' Fees.* Seller has no Liability to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement or any other Transaction Document for which Buyer could become liable or obligated. Seller Shareholder does not have any Liability to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement or any other Transaction Document.

(e) *Title to and Sufficiency of Assets.* Seller has good and marketable title to, or a valid leasehold interest in, the properties and assets used by it, located on its premises, or shown on the Balance Sheet or acquired after the date thereof, free and clear of all Liens, except for properties and assets disposed of in the Ordinary Course of Business since the date of the Balance Sheet. Without limiting the generality of the foregoing, Seller has (and at the Closing, Buyer will receive) good and marketable title to all of the Acquired Assets, free and clear of any Liens or restriction on transfer. The Acquired Assets constitute all of the assets and rights necessary to operate the business in the manner in which Seller operates as of the date hereof.

(f) *Subsidiaries.* Seller neither has any Subsidiaries nor owns or has any right to acquire, directly or indirectly, any outstanding capital stock of, or other equity interests in, any Person.

(g) *Financial Statements.* Attached hereto as Exhibit D are the unaudited (i) balance sheet as of May 31, 2014 (the "Balance Sheet"), (ii) balance sheet as of December 28, 2013, and (iii) statements of income and cash flow (collectively, the "Financial Statements") for the five months ended May 31, 2014 (the "Most Recent Fiscal Month-End") and for the twelve months ended December 28, 2013, for Seller. The Financial Statements have been prepared in a consistent manner throughout the period covered, present fairly the financial condition of Seller as of such date and the results of operations of Seller for such period, are correct and complete, and are consistent with the books and records of Seller (which books and records are correct and complete); *provided, however*, that the Financial Statements are subject to normal year-end adjustments (which will not be material, individually or in the aggregate) and lack footnotes and other presentation items.

(h) *Events Subsequent to Inception.* Since December 28, 2013, there has not been any Material Adverse Change. Without limiting the generality of the foregoing, since such date:

(i) Seller has not sold, leased, transferred, or assigned any of its assets, tangible or intangible, other than for fair consideration in the Ordinary Course of Business;

(ii) Seller has not imposed or permitted to exist any Lien upon any of its assets, tangible or intangible;

(iii) Seller has not made any capital expenditure (or series of related capital expenditures) either involving more than \$25,000 or outside the Ordinary Course of Business;

(iv) Seller has not made any capital investment in, any loan or advance of funds to, or any acquisition of the securities or assets of, any other Person (or series of related capital investments, loans, and acquisitions) outside the Ordinary Course of Business;

(v) Seller has not delayed or postponed the payment of accounts payable and other Liabilities outside the Ordinary Course of Business;

(vi) Seller has not issued, sold, or otherwise disposed of any of its capital stock, or granted any options, warrants, or other rights to purchase or obtain (including upon conversion, exchange, or exercise) any of its capital stock;

(vii) Seller has not declared, set aside, or paid any dividend or made any distribution with respect to its capital stock (whether in cash or in kind) or redeemed, purchased, or otherwise acquired any of its capital stock;

(viii) Seller has not experienced any material damage, destruction, or loss (whether or not covered by insurance) to its property;

(ix) Seller has not made or pledged to make any charitable or other capital contribution outside the Ordinary Course of Business;

(x) there has not been any other material occurrence, event, incident, action, failure to act, or transaction outside the Ordinary Course of Business involving Seller;

(xi) Seller has not discharged a material Liability or Lien outside the Ordinary Course of Business; and

(xii) Seller has not committed to any of the foregoing.

(i) *Undisclosed Liabilities.* Seller has no Liabilities (and there is no Basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against any of them giving rise to any Liability), except for (i) Liabilities set forth on the face of the Balance Sheet (rather than in any notes thereto) and (ii) Liabilities that have arisen after the Most Recent Fiscal Month End in the Ordinary Course of Business (none of that results from, arises out of, relates to, is in the nature of, or was caused by any breach of contract, breach of warranty, tort, infringement, or violation of Law).

(j) *Legal Compliance.* Since January 1, 2011, Seller has materially complied with and is in material compliance with all applicable Laws of federal, state, local, and foreign governments (and all agencies thereof), and, to the Knowledge of Seller and the Seller Shareholder, no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Seller alleging any failure so to comply. Seller owns all licenses, permits, franchises, and other governmental authorizations that are necessary for the operation of their businesses, each of which is set forth on Section 3(f) of the Disclosure Schedule. Such licenses, permits, franchises, and other governmental authorizations were validly applied for and issued, and Seller has not received any notice that any governmental authority intends to cancel, terminate or not renew any such license, permit, franchise or other governmental authorization. Seller holds all such licenses, permits, franchises, or other governmental authorizations, each of which (to the extent assignable) is included in Acquired Assets. No such license, permit, franchise or other governmental authorization will be adversely affected by the transactions contemplated by this Agreement. To the extent assignable, title to or the benefit of such licenses, permits, franchises and authorizations shall be assigned to Buyer.

(k) *Tax Matters.*

(i) Seller has timely filed all Tax Returns that it was required to file. All such Tax Returns were correct and complete and were prepared in substantial compliance with all applicable Laws and

regulations. All Taxes owed by Seller (whether or not shown or required to be shown on any Tax Return) have been paid or will be paid in full on or prior to the Closing Date or have been accrued and adequately disclosed and fully provided for in the books and records of Seller. Seller currently is not the beneficiary of any extension of time within which to file any Tax Return. Seller has not received any notice of any claim being made by an authority in a jurisdiction where Seller does not file Tax Returns that Seller is or may be subject to taxation by that jurisdiction. There are no Liens on any of the assets of Seller that arose in connection with any failure (or alleged failure) to pay any Tax.

(ii) All Taxes which Seller is required by Law to withhold or collect with respect to the Acquired Assets, including sales and use taxes, and amounts required to be withheld for Taxes of employees, have been duly withheld or collected and, to the extent required, have been paid over to the proper governmental authorities or are held in separate bank accounts for such purpose.

(iii) No Seller Shareholder and no director or officer (or employee responsible for Tax matters) of Seller expects any authority to assess any additional Taxes for any period for which Tax Returns have been filed. There is no dispute or claim concerning any Tax Liability of Seller either (A) claimed or raised by any authority in writing or (B) as to which Seller Shareholder and the directors and officers (and employees responsible for Tax matters) of Seller has Knowledge based upon personal contact with any agent of such authority. Section 3(k) of the Disclosure Schedule lists all federal, state, local, and foreign income Tax Returns filed with respect to Seller for taxable periods ending on or after December 31, 2010, indicates those Tax Returns that have been audited, and indicates those Tax Returns that currently are the subject of audit. Seller has delivered to Buyer correct and complete copies of all income Tax Returns, examination reports, and statements of deficiencies assessed against or agreed to by Seller for all taxable periods ending on or after December 31, 2010.

(iv) Seller has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

(v) Seller has not made any payments, is not obligated to make any payments, and is not a party to any agreement that under certain circumstances could obligate it to make any payments that are not deductible under Code Section 280G. Seller has not been a United States real property holding corporation within the meaning of Code Section 897(c)(2) during the applicable period specified in Code Section 897(c)(1)(A)(ii). Seller has disclosed on its federal income Tax Returns all positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of Code Section 6662. Seller is not a party to any Tax allocation or sharing agreement. Seller (A) has not been a member of an Affiliated Group filing a consolidated federal income Tax Return (other than a group the common parent of which was Seller) and (B) has no Liability for the Taxes of any Person (other than Seller) under Reg. Section 1.1502-6 (or any similar Law), as a transferee or successor, by contract, or otherwise.

(vi) Seller has timely and properly withheld and/or paid all Taxes required to have been withheld and/or paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, shareholder or other Person or any other amount in respect of which withholding was required by Law.

(f) *Real Property.* Seller owns no real property. Seller has not received notice of any pending or threatened condemnation or eminent domain proceedings or their local equivalent with respect to the real property which is utilized by Seller (the "Real Property"). The Real Property, the use and occupancy thereof by Seller, and the conduct of the business thereon and therein does not violate any deed restrictions, applicable Law consisting of building codes or zoning, subdivision or other land use or similar Laws, the violation of which would adversely affect the use, value or occupancy of any such property or the conduct of the business thereon. Seller has not received written notice of a material violation of the restrictions or Laws described in the foregoing sentence.

(m) *Intellectual Property.*

(i) Section 3(m)(i) of the Disclosure Schedule contains a true, complete and accurate list of each item of Seller Intellectual Property. Section 3(m)(i) of the Disclosure Schedule accurately summarizes, where applicable, the following for each item required to be listed on Section 3(m)(i) of the Disclosure Schedule: patent number, trademark registration number, copyright registration number, industrial design registration number, application number, filing date, date of issuance or registration, applicant name(s), inventor name(s), author name(s), assignee name(s), title of the patent or application, name of the mark or name, country of origin, and the next maintenance or renewal fee and other administrative obligations required to maintain, protect, enforce, defend, or prosecute such Seller Intellectual Property.

(ii) Seller has good, valid, marketable, and legal title to, and is the sole and exclusive owner of, all right, title and interest in, to, and under the Seller Intellectual Property, free and clear of all Liens. Seller has the right to use and otherwise exploit, in the manner currently used or exploited by Seller, the Seller Intellectual Property, and Seller shall continue to have such rights up until the Closing Date.

(iii) Each item of Seller Intellectual Property is enforceable in its entirety, and Seller has no Knowledge of anything that would render any of the Seller Intellectual Property invalid, unenforceable, or not owned by Seller, in whole or in part. All necessary registration, maintenance, annuity, and renewal fees currently due in connection with any Seller Intellectual Property have been paid, and all necessary documents, affidavits, recordations, applications, fees, and certificates in connection with Seller Intellectual Property have been filed and/or paid with the relevant authorities and jurisdictions, as the case may be, for the purposes of prosecuting, maintaining, perfecting, preserving, or renewing the Seller Intellectual Property. There is no pending Proceeding or allegation asserting the invalidity, unenforceability, or different ownership of any item of Seller Intellectual Property, or reviewing, contesting, or challenging the validity, enforceability, or ownership of any item of Seller Intellectual Property. No rights in any material Seller Intellectual Property have been previously dedicated to the public domain. To the Knowledge of Seller, no actions must be taken within sixty (60) days after Closing, including the payment of any registration, maintenance, or renewal fees or the filing of any documents, affidavits, recordations, applications, or certificates, for the purposes of prosecuting, maintaining, perfecting, preserving, or renewing any Seller Intellectual Property.

(iv) The Seller Intellectual Property includes all Intellectual Property used in or necessary for the operations of the Business. As of the Closing Date, there exists no condition, restriction or reservation affecting the title to, rights in, interest in, or utility of, the Seller Intellectual Property that would prevent Seller from enforcing or exploiting its rights with respect to Seller Intellectual Property as of the Closing Date to the same full extent that Seller might do so if the sale and transfer contemplated hereby did not take place.

(v) No Seller Intellectual Property is or has previously been subject to any Proceeding, Order or license that restricts, impairs or otherwise imposes any obligation with respect to the validity, enforceability, ownership, disclosure, use, enforcement, prosecution, maintenance, transfer, licensing or other exploitation of the Seller Intellectual Property.

(vi) Seller, the Seller Intellectual Property, and the conduct of Seller have not previously infringed (including directly, as a contributory infringer, through inducement or otherwise), misappropriated or otherwise violated, and do not infringe (including directly, as a contributory infringer, through inducement or otherwise), misappropriate or otherwise violate, any Intellectual Property of any Person.

(vii) There is not and has not previously been any unauthorized use or disclosure, infringement, misappropriation or other violation of any Seller Intellectual Property by any Person. There has previously been no claim made or threatened against Seller (and Seller has not been a party to any Proceeding or allegation) asserting any unauthorized use or disclosure, infringement, misappropriation or other violation of any Seller Intellectual Property.

(viii) None of the Seller Intellectual Property, or the use thereof, infringes on or misappropriates any Intellectual Property, or violates or otherwise fails to comply with any Law's or regulations. There has been no previous demand or claim made, or to Seller's Knowledge, threatened or contemplated to be threatened, against Seller (and Seller has not been a party to any Proceeding or allegation), and Seller has not received or been provided notice of any such claim or other communication: (i) asserting the infringement, misappropriation or other violation of any Intellectual Property; (ii) asserting the invalidity, misuse or unenforceability of any Seller Intellectual Property; (iii) challenging Seller's ownership of or rights to use, license or otherwise exploit any Seller Intellectual Property; (iv) asserting that Seller has engaged in unfair competition, false advertising or other unfair business practices; (v) offering an 'invitation to license' as a means to avoid infringement or potential infringement of any Intellectual Property; or (vi) otherwise asserting claims or allegations affecting or that would, if established, affect the ability of Seller to make, use, have made, offer to sell, sell, or import any product or service developed, under development, manufactured, used, sold or offered for sale, or the ability to otherwise conduct its business as such business is conducted and proposed up to the Closing Date.

(ix) Seller has taken commercially reasonable actions necessary to maintain, defend, enforce, and protect the Seller Intellectual Property.

(x) Seller's current and former employees, officers, independent consultants and contractors and any other Persons (including Seller's shareholders) that have created any Intellectual Property for or on behalf of Seller (including any Intellectual Property incorporated in the Seller Software except for any commercially available on-the-shelf Software) have irrevocably assigned in a signed written agreement ownership (subject to the limitations of any applicable Law) of such Intellectual Property to Seller, have irrevocably waived in a signed written agreement all moral rights and other similar rights in all such Intellectual Property (subject to the limitations of any applicable Law), have agreed in a signed written agreement that the Intellectual Property and related works incorporating such Intellectual Property are works made for hire (subject to the limitations of any applicable Law), and have entered into valid and enforceable agreements with Seller preventing them from disclosing confidential information to any unauthorized third party or making unauthorized use of confidential information. Seller has not received notice and Seller has no Knowledge of any disputes regarding the scope of any such assignments or agreements, or the performance under any such agreements, including with respect to any payments to be received by such Persons thereunder. Seller has complied with all applicable Laws with regard to compensation of employees, officers, independent consultants and contractors for the assignment of their inventions and all such current and former employees, officers, independent consultants and contractors have been fully compensated for such creation, assignment, waiver, and any related contractual provisions for all such Intellectual Property.

(xi) No Seller Software (i) to Seller's Knowledge, contains any bug, defect, or error that adversely affects the use, functionality, or performance of such products or services or any product or system containing or used in conjunction with such products or services; or (ii) fails to comply with any applicable warranty, service level requirement, or contractual commitment relating to the use, functionality or performance of any such products or services.

(xii) None of the Seller Software (i) incorporates any Public Software, or is subject to any license or other contractual obligation that (x) requires Seller to divulge to any Person any source code or trade secret that is part of the Seller Software, (y) licenses a third party to create any derivative work based on the Seller Software or any part thereof or (z) licenses a third party to distribute or redistribute Software or any part thereof at no charge; or (ii) to Seller's Knowledge, contains any (x) disabling codes or instructions, or (y) spyware, time bomb, virus, worm, Trojan horse, back door, drop dead device, or any other Software or hardware components that would interfere with its normal operation, would allow circumvention of security controls of or unauthorized access to hardware, Software or data, or is intended to cause damage to, impair, disrupt, disable, or destroy hardware, Software or data (collectively, "*Contaminants*"). Seller uses industry standard measures to prevent the introduction of Contaminants into any products or services (including any Seller Intellectual Property and the Seller Software) offered by, on behalf of, or through Seller (whether by sale or license). To the extent any Public Software is included

with any Seller Software, such Seller Software only links to the Public Software and does not incorporate the Public Software therein.

(xiii) Seller owns or has the right to exploit each item of Seller Software in the same manner and to the same extent as it was used prior to the Closing Date.

(xiv) The source code for all Seller Software is owned exclusively by Seller, is in the sole possession, custody, and control of Seller and has not been provided to any third party, including any software escrow business.

(xv) Seller has complied with all terms and conditions of any commercially available off-the-shelf Software license agreements.

(xvi) The Seller Software provided to customers and/or end-users prior to the Closing conforms in all material respects to all applicable contractual commitments, express and implied warranties, product specifications and product documentation and to any representations provided to customers, and Seller has no Liability (and to Seller's Knowledge, there is no legitimate basis for any present or future Proceeding against Seller giving rise to any material Liability relating to the foregoing contracts) for replacement or repair thereof.

(xvii) Seller has carried on its business in compliance with any and all provisions of applicable Laws limiting liability to online service providers (a non-limiting example of which is Section 512 of Title 17 of the United States Code).

(x) *Tangible Assets.* Seller owns or leases all machinery, equipment, and other tangible assets necessary for the conduct of their business as presently conducted and as presently proposed to be conducted. Each such tangible asset is free from defects (patent and latent), has been maintained in accordance with normal industry practice, is in good operating condition and repair (subject to normal wear and tear), and is suitable for the purposes for which it presently is used and presently is proposed to be used.

(y) *Inventory.* The inventory of Seller (a) consists of inventory manufactured or acquired in bona fide transactions in the ordinary course of business and (b) is of a quality and quantity usable and saleable in the ordinary course of business.

(z) *Contracts.* Section 3(p) of the Disclosure Schedule lists the following executory contracts, agreements, arrangements, leases, or licenses (whether written or oral) (each, an "*Contract*" and collectively, the "*Contracts*") to which Seller is a party or by which it or its assets is bound:

(i) any Contract (or group of related Contracts) for the lease of personal property to or from any Person providing for lease payments in excess of \$25,000 per annum;

(ii) any Contract (or group of related Contracts) for the purchase or sale of raw materials, commodities, supplies, products, or other personal property, or for the furnishing or receipt of services, the performance of which will extend over a period of more than 1 year, result in a material loss to Seller, or involve consideration in excess of \$25,000;

(iii) any Contract concerning a partnership or joint venture;

(iv) any Contract, note, bond, or other debt security (or group of related Contracts, notes, bonds, or other debt securities) under which it has created, incurred, assumed, or guaranteed any indebtedness for borrowed money, or any capitalized lease obligation, in excess of \$25,000 or under which it has imposed a Lien on any of its assets, tangible or intangible;

(v) any Contract concerning confidentiality or non-competition; provided however that Seller is not required to list any confidentiality agreements with any parties with whom Seller has not transacted business since January 1, 2013;

- (vi) any Contract involving any of the shareholders of Seller and/or their Affiliates;
- (vii) any bonus, profit sharing, incentive, stock option, stock purchase, stock appreciation, deferred compensation, severance, or other plan or arrangement for the benefit of its current or former directors, officers, and employees;
- (viii) any collective bargaining agreement;
- (ix) any Contract for the employment of any individual on a full-time, part-time, consulting, or other basis providing annual compensation in excess of \$25,000 or providing severance benefits;
- (x) any Contract to secure the services of a Contractor;
- (xi) any Contract under which it has advanced or loaned any amount to, or entered into any other transaction with, any of its directors, officers, and employees outside the Ordinary Course of Business;
- (xii) any Contract under which the consequences of a default or termination could have a Material Adverse Effect;
- (xiii) any settlement, conciliation or similar Contract, the performance of which will involve payment after the Closing Date of consideration in excess of \$25,000;
- (xiv) any Contract for the leasing (or sub-leasing), sale or encumbrance of the Real Property;
- (xv) any Contract under which Seller has advanced or loaned any other Person amounts in the aggregate exceeding \$25,000; or
- (xvi) any other executory Contract (or group of related Contracts) the performance of which involves consideration in excess of \$25,000.

Seller has delivered to Buyer a correct and complete copy of each written Contract listed in Section 3(p) of the Disclosure Schedule (as amended to date) and a written summary setting forth the terms and conditions of each oral Contract referred to in Section 3(p) of the Disclosure Schedule. With respect to each such Contract: (A) the Contract is legal, valid, binding, enforceable, and in full force and effect; (B) the Contract will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms following the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Section 2 above); (C) no party is in breach or default, and no event has occurred that with notice or lapse of time would constitute a breach or default, or permit termination, modification, or acceleration, under the Contract; (D) no party has repudiated any provision of the Contract and (E) except for those rebate amounts due to NCR for second quarter paid receivables, which does not exceed \$25,000 in the aggregate (the "NCR Payable"), no monies are owed to NCR or PPG or its Affiliates as of the Closing Date.

(q) *Acquired Receivables.* All Acquired Receivables are reflected properly on their books and records, are valid receivables subject to no setoffs or counterclaims, are current and collectible.

(r) *Powers of Attorney.* There are no outstanding powers of attorney executed on behalf of Seller.

(s) *Insurance.* Section 3(s) of the Disclosure Schedule sets forth the following information with respect to each insurance policy (including policies providing property, casualty, liability, and workers' compensation coverage and bond and surety arrangements) to which Seller has been a party, a named insured, or otherwise the beneficiary of coverage at any time, with respect to Seller since January 1, 2011:

- (i) the name, address, and telephone number of the agent;
- (ii) the name of the insurer, the name of the policyholder, and the name of each covered insured;

- (iii) the policy number and the period of coverage;
- (iv) the scope (including an indication of whether the coverage was on a claims made, occurrence, or other basis) and amount (including a description of how deductibles and ceilings are calculated and operate) of coverage; and
- (v) a description of any retroactive premium adjustments or other loss-sharing arrangements.

With respect to each such insurance policy as applicable to stated policy periods: (A) the policy is legal, valid, binding, enforceable, and in full force and effect; (B) the policy will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms following the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Section 2 above); (C) neither Seller nor any other party to the policy is in breach or default (including with respect to the payment of premiums or the giving of notices), and no event has occurred that, with notice or the lapse of time, would constitute such a breach or default, or permit termination, modification, or acceleration, under the policy; and (D) no party to the policy has repudiated any provision thereof. Since January 1, 2011, Seller has been covered by insurance in scope and amount customary and reasonable for the business in which it has engaged during the aforementioned period. Section 3(s) of the Disclosure Schedule describes any self-insurance arrangements affecting Seller.

(i) Litigation. Section 3(t) of the Disclosure Schedule sets forth each instance in which Seller (i) is subject to any outstanding injunction, judgment, order, decree, ruling, or charge or (ii) is a party or, to the Knowledge of Seller Shareholder or any director or officer (or employee with responsibility for litigation matters) of Seller, is threatened to be made a party to any action, suit, proceeding, hearing, or investigation of, in, or before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator. None of the actions, suits, proceedings, hearings, and investigations set forth in Section 3(t) of the Disclosure Schedule could result in any Material Adverse Change. No Seller Shareholder and no director or officer (or employee with responsibility for litigation matters) of Seller has any reason to believe that any such action, suit, proceeding, hearing, or investigation may be brought or threatened against Seller or that there is any Basis for the foregoing.

(a) *Warranty and Liability.*

(i) Each product and service manufactured, sold, leased, or delivered by Seller has been in conformity with all applicable contractual commitments and all express and implied warranties, and to Seller's Knowledge, Seller has no Liability (and Seller has no Knowledge of any Basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against any of them giving rise to any Liability) for replacement or repair thereof or other damages in connection therewith. Section 3(u) of the Disclosure Schedule includes copies of the standard terms and conditions of sale or lease for Seller (containing applicable guaranty, warranty, and indemnity provisions). No product or service manufactured, sold, leased, or delivered by Seller is subject to any guaranty, warranty, or other indemnity beyond the applicable standard terms and conditions of sale or lease set forth in Section 3(u) of the Disclosure Schedule.

(ii) Seller has no Knowledge of Liability (and Seller has no Knowledge of any Basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against any of them giving rise to any Liability) arising out of any injury to individuals or property as a result of the ownership, possession, or use of any product or service manufactured, sold, leased, or delivered by Seller.

(v) *Contractors and Employees.*

(i) Section 3(v)(i) of the Disclosure Schedule sets out a list of all (x) Contractors and (y) current employees of Seller, including the name of each such person, name of contact person and contact details for Contractors, compensation schedules for employees, and titles for employees.

(ii) No claims or demands have been made by a Contractor against Seller regarding that Contractor's status as an independent contractor.

(iii) Seller has not mischaracterized or misclassified any employee as an independent contractor or subcontractor. No Contractors or their controlling owners has any claim against Seller (x) under or relating to such Persons' contracts or arrangements with Seller, or (y) arising out of or relating to any mischaracterization or misclassification of such Person as an independent contractor of Seller, including any proceedings under applicable workers compensation legislation or other Law.

(iv) There are no outstanding material defaults or events that would constitute a material default with the passage of time or the giving of notice or both, on the part of Seller or a Contractor, with respect to any Contract in connection with the services being provided to Seller.

(v) To Seller's and Seller Shareholder's Knowledge, there are no challenges, audits or rulings from any governmental ministry, agency, tribunal or commission including workers compensation boards or tribunals or ministries of labor regarding the status of any Contractor that currently provides services to Seller, or that asserts that Seller has failed to make the necessary withholdings or remittances from amounts paid to such Contractors as required by Law.

(vi) There are no outstanding or, to the Knowledge of Seller Shareholder or any director or officer (or employee with responsibility for employee matters) of Seller, pending or threatened proceedings in which a union has asserted bargaining rights in respect of any Contractors in connection with the services they provide to Seller.

(vii) To the Knowledge of Seller Shareholder or any director or officer (or employee with responsibility for employee matters) of Seller, no Contractor intends to or is considering terminating its contract with Seller or requesting a material change to the terms of that contract following the transactions contemplated hereby; provided, however, that terms and conditions pursuant to which Contractors provide services may differ materially from project to project and Contractors are free to accept future projects on which to work for the Seller or to decline to work on such future projects in Contractors' sole discretion.

(viii) The agreements between Seller and each Contractor are freely assignable by Seller to Buyer (collectively, "*Contractor Agreements*"), each of the Contractor Agreements satisfies the applicable legal requirements to ensure the Contractor is characterized as an independent contractor, and none of the Contractors is or should be characterized as an employee of Seller pursuant to applicable laws.

(ix) With respect to the business of Seller:

(A) there is no collective bargaining agreement or relationship with any labor organization;

(B) to the Knowledge of Seller Shareholder or any director or officer (or employee with responsibility for employee matters) of Seller, no executive or manager of Seller (1) has any present intention to terminate his or her employment except in the case of Scott Ross who is engaged with the Seller on a part-time, temporary basis as Seller's Secretary and General Counsel and who will resign upon completion of tasks related to this transaction, or (2) is a party to any confidentiality, non-competition, proprietary rights or other such agreement between such employee and any Person besides such entity that would be material to the performance of such employee's employment duties, or the ability of such entity or Buyer to conduct the business of such entity;

(C) no labor organization or group of employees has filed any representation petition or made any written or oral demand for recognition;

(D) to the Knowledge of Seller Shareholder or any director or officer (or employee with responsibility for employee matters) of Seller, no union organizing or decertification efforts are underway or threatened and no other question concerning representation exists;

(E) no labor strike, work stoppage, slowdown, or other material labor dispute has occurred, and none is underway or, to the Knowledge of Seller Shareholder or any director or officer (or employee with responsibility for employee matters) of Seller, threatened;

(F) there is no workman's compensation liability, experience, or matter that could have a Material Adverse Effect;

(G) there is no employment-related charge, complaint, grievance, investigation, inquiry, or obligation of any kind, pending or, to the Knowledge of Seller Shareholder or any director or officer (or employee with responsibility for employee matters) of Seller, threatened in any forum, relating to an alleged violation or breach by Seller (or its or their officers or directors) of any Law, regulation, or contract; and

(H) to the Knowledge of Seller Shareholder or any director or officer (or employee with responsibility for employee matters) of Seller, no employee or agent of Seller has committed any act or omission giving rise to material liability for any violation or breach identified in subsection (G) above.

(S) Except as set forth in Section 3(c) of the Disclosure Schedule, (A) there are no employment contracts or severance agreements with any employees of Seller, and (B) there are no written personnel policies, rules, or procedures applicable to employees of Seller.

(xi) With respect to this transaction, any notice required under any Law or collective bargaining agreement has been given, and all bargaining obligations with any employee representative have been, or prior to the Closing Date will be, satisfied. Since its inception, Seller has not implemented any plant closing or layoff of employees that could implicate the Worker Adjustment and Retraining Notification Act of 1988, as amended, or any Law, and no such action will be implemented without advance notification to Buyer.

(w) *Guaranties.* Seller is not a guarantor or otherwise is liable for any Liability (including indebtedness) of any other Person.

(s) *Certain Business Relationships With Seller.* Neither Seller's shareholders nor any of their Affiliates, directors, officers, employees or shareholders, nor Seller's directors, officers, employees, or shareholders has been involved in any business arrangement or relationship with Seller within the past 12 months, and none of them owns any asset, tangible or intangible, that is used in the business of Seller.

REDACTED

(z) *Disclosure.* Neither this Agreement, the Transaction Documents, nor any written schedule, exhibit, written statement, written list, document, certificate or other written information furnished or to be furnished by or on behalf of Seller to Buyer or any representative or Affiliate of Buyer in connection with this

Agreement, the Transaction Documents or any of the transactions contemplated hereby or thereby contains or will contain any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements and information contained herein or therein, in light of the circumstances in which they were made, not misleading.

Section 4. *Seller Shareholder's Representations and Warranties.* Seller Shareholder represents and warrants to the Buyer that the statements contained in this Section 4 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Section 4) with respect to himself or itself, except as set forth in the Disclosure Schedule. The Disclosure Schedule will be arranged in paragraphs corresponding to the lettered and numbered paragraphs contained in this Section 4.

(a) *Organization of Seller Shareholder.* The Seller Shareholder is a natural person.

(b) *Authorization.* The Seller Shareholder has full power and authority to execute and deliver this Agreement and to perform his obligations hereunder. This Agreement constitutes the valid and legally binding obligation of the Seller Shareholder, enforceable in accordance with its terms and conditions.

(c) *Non-contravention.* Neither the execution and the delivery of this Agreement by the Seller Shareholder, nor the performance by the Seller Shareholder of his obligations hereunder, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Seller Shareholder is subject or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which the Seller Shareholder is a party or by which he or it is bound or to which any of his or its assets is subject.

Section 5. *Buyer's Representations and Warranties.* Buyer represents and warrants to Seller and to Seller Shareholder that the statements contained in this Section 5 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Section 5), except as set forth in the Disclosure Schedule. The Disclosure Schedule will be arranged in paragraphs corresponding to the lettered and numbered paragraphs contained in this Section 5.

(a) *Organization of Buyer.* Buyer is a corporation (or other entity) duly organized, validly existing, and in good standing under the Laws of the jurisdiction of its incorporation (or other formation).

(b) *Authorization of Transaction.* Buyer has full power and authority (including full corporate or other entity power and authority) to execute and deliver this Agreement and the other Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder. This Agreement and the other Transaction Documents to which it is a party constitute the valid and legally binding obligations of Buyer, enforceable in accordance with their respective terms and conditions, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other Laws of general application affecting enforcement of creditors' rights and (b) general principles of equity that restrict the availability of specific performance, injunctive relief and other equitable remedies. The execution, delivery and performance of this Agreement and all other agreements contemplated hereby have been duly authorized by Buyer.

(c) *Non-contravention.* Neither the execution and delivery of this Agreement, the other Transaction Documents to which it is a party, nor the consummation of the transactions contemplated hereby or thereby (including the assignments and assumptions referred to in Section 2 above), will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Buyer is subject or any provision of its charter, bylaws, or other governing documents or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Buyer is a party or by which it is bound or to which any of its assets are subject. Buyer does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the Parties to

consummate the transactions contemplated by this Agreement (including the assignments and assumptions referred to in Section 2 above).

(d) *Brokers' Fees.* Buyer has no Liability to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Seller could become liable or obligated.

Section 6. *Employees and Employee Benefit Plans.*

(a) Seller will remain responsible for, and will timely pay, all accrued but unpaid salaries, wages, bonuses, incentive compensation and vacation and sick pay and all other payroll items (including deferred compensation) in respect of the employees of the Seller through the Closing Date, and any and all retention, termination, severance, change in control or other similar compensation or benefits which are or may become payable at any time before or after the Closing Date arising out of employment with Seller through the Closing Date. Buyer will not assume any assets, liabilities or responsibilities under any employee benefit plan of Seller.

(b) From and after the Closing Date, Seller will remain solely responsible for any and all Liabilities in respect of the employees of the Seller relating to or arising in connection with or as a result of (i) the employment or the actual or constructive termination of employment of any such employee by Seller (including in connection with the consummation of the transactions contemplated by this Agreement); (ii) the participation in, accrual of benefits or compensation under or the failure to participate in or to accrue compensation or benefits under, any employee benefit plan of Seller, (iii) costs and expenses incurred by Buyer relating to workers' compensation claims for employees for injuries incurred on or prior to the Closing Date (whether or not reported on or before the Closing Date) including any deductibles payable with respect to such insurance; and (iv) for costs and expenses incurred in respect of employee health and medical benefits arising on or prior to the Closing Date. *Post-Closing Covenants.* The Parties agree as follows with respect to the period following the Closing:

(a) *General.* In case at any time after the Closing any further action is necessary to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request, all at the sole cost and expense of the requesting Party (unless the requesting Party is entitled to indemnification therefor under Section 9 below). Seller and Seller Shareholder acknowledges and agrees that from and after the Closing the Buyer will be entitled to possession of all documents, books, records (including tax records), agreements, and financial data of any sort relating to the Seller other than such books and records which are not part of the Acquired Assets; provided however that Seller and the Seller Shareholder shall have access to all such books, records and data after the Closing for purposes of taxes, litigation, financial matters and all other uses as reasonably necessary.

(b) *Litigation Support.* In the event and for so long as any Party actively is contesting or defending against any action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand in connection with (i) any transaction contemplated under this Agreement or (ii) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction on or prior to the Closing Date involving any of the Seller and its Subsidiaries, each of the other Parties will cooperate with the contesting or defending Party and his or its counsel in the contest or defense, make available his or its personnel, and provide such testimony and access to his or its books and records as shall be necessary in connection with the contest or defense, all at the sole cost and expense of the contesting or defending Party (unless the contesting or defending Party is entitled to indemnification therefor under Section 9 below).

(c) *Transition.* Neither Seller nor Seller Shareholder will take any action that is designed or intended to have the effect of discouraging any lessor, licensor, customer, supplier, or other business associate of any of the Seller and its Subsidiaries from maintaining the same business relationships with the Buyer and the Subsidiaries after the Closing as it maintained with the Seller and its Subsidiaries prior to the Closing.

(d) *Confidentiality.* Each of the Seller and Seller Shareholder will treat and hold as such all of the confidential and/or proprietary information of Seller (the "Confidential Information") as confidential, refrain from using any of the Confidential Information except in connection with this Agreement, and deliver promptly to the Buyer or destroy, at the request and option of the Buyer, all tangible embodiments (and all copies) of the Confidential Information which are in his or its possession. In the event that the Seller Shareholder is requested or required (by oral question or request for information or documents in any legal proceeding, interrogatory,

subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, that Seller Shareholder will notify the Buyer promptly of the request or requirement so that the Buyer may seek an appropriate protective order or waive compliance with the provisions of this Section 7(d). If, in the absence of a protective order or the receipt of a waiver hereunder, the Seller Shareholder is, on the advice of counsel, compelled to disclose any Confidential Information to any tribunal or else stand liable for contempt, that Seller Shareholder may disclose the Confidential Information to the tribunal; provided, however, that the disclosing Seller Shareholder shall use his reasonable best efforts to obtain, at the reasonable request of the Buyer, an order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information required to be disclosed as the Buyer shall designate.

(e) *Covenant Not to Compete.* For a period of three years from and after the Closing Date, none of the Seller or the Seller Shareholder will engage directly or indirectly in any business that any of the Seller and its Subsidiaries conducts as of the Closing Date in any geographic area in which any of the Seller and its Subsidiaries conducts that business as of the Closing Date, unless in the course of employment or providing consulting services to Buyer; provided, however, that no owner of less than 1% of the outstanding stock of any publicly traded corporation shall be deemed to engage solely by reason thereof in any of its businesses. If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 7(e) is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

(f) *Tax Matters.*

(i) Seller shall be responsible for the timely filing (taking into account any extensions received from the relevant Tax authorities) of all Tax returns required by Law to be filed in respect of the Acquired Assets for periods including on or prior to the Closing Date. All Taxes indicated as due and payable on such returns shall be paid by Seller as and when required by Law.

(ii) After the Closing Date, Buyer and Seller shall cooperate in filing of any Tax returns or other tax-related forms or reports, to the extent such filing requires providing each other with necessary relevant records and documents relating to the Acquired Assets or business, or providing reasonable access to employees. Seller and Buyer shall cooperate in the same manner in defending or resolving any tax audit, examination or tax-related litigation. Buyer and Seller shall cooperate in the same manner to minimize any transfer, sales and use Taxes.

(g) *Prorations.* Seller and Buyer agree that all of the items listed below relating to the business and the Acquired Assets will be prorated as of the Closing Date, with Seller liable to the extent such items relate to any time period up to and including the Closing Date and Buyer liable to the extent such items relate to periods subsequent to the Closing Date: (a) personal property Taxes (or other similar Taxes), if any, attributable to the Acquired Assets; and (b) rents, Taxes and other items payable by Seller under any personal property lease or Contract to be assigned to or assumed by Buyer hereunder. Seller agrees to furnish Buyer with such documents and other records as Buyer reasonably requests in order to confirm all adjustment and proration calculations made pursuant to this Section 7(g).

(h) *Change of Name.* Prior to January 15, 2015, Seller agrees to change its name to a name not including "Rollouts" or any variations or permutations thereof or similar words and further agrees to obtain the prior written consent of Buyer to such new name, which consent shall not be unreasonably withheld. From and after the Closing, Seller and Seller Shareholder agree not to, and agree to cause their Affiliates not to, use any name including "Rollouts" or any variations or permutations thereof or similar words in any entity or business name.

Section 8. *Conditions to Obligation to Close.*

(a) *Conditions to Buyer's Obligation.* Buyer's obligation to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(i) the representations and warranties set forth in Sections 3 and 4 above shall be true and correct in all material respects at and as of the Closing Date, except to the extent that such representations and warranties are qualified by the term "material," or contain terms such as "Material Adverse Effect" or "Material Adverse Change," in which case such representations and warranties (as so written, including the term "material" or "Material") shall be true and correct in all respects at and as of the Closing Date;

(ii) Seller shall have performed and complied with all of its covenants hereunder in all material respects through the Closing, except to the extent that such covenants are qualified by the term "material," or contain terms such as "Material Adverse Effect" or "Material Adverse Change," in which case Seller shall have performed and complied with all of such covenants (as so written, including the term "material" or "Material") in all respects through the Closing;

(iii) Seller and its Subsidiaries shall have procured all of the third-party consents specified in Section 8(a) of the Disclosure Schedule;

(iv) no action, suit, or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would (A) prevent consummation of any of the transactions contemplated by this Agreement, (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, (C) adversely affect the right of Buyer to own the Acquired Assets, to operate the former business of Seller, and to control Seller's Subsidiaries, or (D) adversely affect the right of any of Seller's Subsidiaries to own its assets and to operate its business (and no such injunction, judgment, order, decree, ruling, or charge shall be in effect);

(v) Seller shall have delivered to Buyer a certificate to the effect that each of the conditions specified above in Section 8(a)(i)-(iv) is satisfied in all respects;

(vi) Seller and Buyer shall have received all authorizations, consents, and approvals of governments and governmental agencies referred to in Section 3(c) and Section 5(e) above;

(vii) all actions to be taken by Seller in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby shall be reasonably satisfactory in form and substance to Buyer;

(viii) Seller shall have executed and delivered the Bill of Sale and assignments of each Assigned Contract that are acceptable to Buyer;

(ix) the respective individuals shall have executed and delivered the offer letters in form and substance as attached to Exhibit I, and the same shall be in full force and effect;

(x) Seller shall deliver to Buyer a non-foreign affidavit dated as of the Closing Date, sworn under penalty of perjury and in form and substance required under Treasury Regulations issued pursuant to Code Section 1445 stating that Seller is not a "foreign person" as defined in Code Section 1445;

(xi) no Material Adverse Effect shall have occurred since the date of this Agreement;

(xii) Seller shall have delivered to Buyer copies of the certificate of good standing of Seller issued on or soon before the Closing Date by the Secretary of State (or comparable officer) of the jurisdiction of such Person's organization;

(xiii) Seller shall have delivered to Buyer a certificate of the secretary of Seller, dated the Closing Date, in form and substance reasonably satisfactory to Buyer, as to the resolutions of the board of directors of Seller and shareholders owning a majority of the voting shares of Seller relating to this Agreement and the transactions contemplated hereby; and

(xiv) Seller shall have delivered to Buyer fully-executed versions of those agreements set forth on Exhibit E.

Buyer may waive any condition specified in this Section 8(a) if it executes a writing so stating at or prior to the Closing.

(b) *Conditions to Seller's Obligation.* Seller's obligation to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(i) the representations and warranties set forth in Section 5 above shall be true and correct in all material respects at and as of the Closing Date, except to the extent that such representations and warranties are qualified by the term "material," or contain terms such as "Material Adverse Effect" or "Material Adverse Change," in which case such representations and warranties (as so written, including the term "material" or "Material") shall be true and correct in all respects at and as of the Closing Date;

(ii) Buyer shall have performed and complied with all of its covenants hereunder in all material respects through the Closing, except to the extent that such covenants are qualified by the term "material," or contain terms such as "Material Adverse Effect" or "Material Adverse Change," in which case Buyer shall have performed and complied with all of such covenants (as so written, including the term "material" or "Material") in all respects through the Closing;

(iii) no action, suit, or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would (A) prevent consummation of any of the transactions contemplated by this Agreement or (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation (and no such injunction, judgment, order, decree, ruling, or charge shall be in effect);

(iv) Buyer shall have delivered to Seller a certificate to the effect that each of the conditions specified above in Section 8(b)(i)-(iii) is satisfied in all respects;

(v) Seller and Buyer shall have received all authorizations, consents, and approvals of governments and governmental agencies referred to in Section 3(c) and Section 5(c) above;

(vi) Buyer shall have executed and delivered the offer letters in form and substance as attached to Exhibit E and the same shall be in full force and effect; and

(vii) all actions to be taken by Buyer in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to Seller.

Seller may waive any condition specified in this Section 8(b) if it executes a writing so stating at or prior to the Closing.

Section 9. *Remedies for Breaches.*

(a) *Survival of Representations and Warranties.* All of the representations and warranties of Seller and Seller Shareholder contained in this Agreement shall survive the Closing and continue in full force and effect for a period of two years thereafter, provided, however, that the representations and warranties contained in Sections 3(a)-(f), (k), (m) and (x) and Section 4 (collectively, "Fundamental Representations") shall survive the Closing for a period of sixty (60) days after the expiration of the applicable statutes of limitations. All of the representations and warranties of Buyer contained in this Agreement shall survive the Closing and continue in full force and effect for a period of sixty (60) days after the expiration of the applicable statutes of limitations. Except as otherwise specifically limited by terms of Section 7(c) above, all covenants and agreements of the Parties contained in this Agreement shall survive the Closing indefinitely.

(b) *Indemnification Provisions for Benefit of the Buyer.*

(i) Subject to the limitations stated in Section 9(b)(iii) below, in the event Seller or Seller Shareholder breaches any of its representations, warranties, covenants, and agreements contained in this Agreement, and, if there is an applicable survival period pursuant to Section 9(a) above, provided that the Buyer makes a written claim for indemnification against the Seller Shareholder pursuant to Section 10(g) below within such survival period, then Seller and Seller Shareholder jointly and severally agree to indemnify the Buyer from and against the entirety of any Adverse Consequences the Buyer may suffer through and after the date of the claim for indemnification (including any Adverse Consequences the Buyer may suffer after the end of any applicable survival period) resulting from, arising out of, relating to, in the nature of, or caused by the breach.

(ii) Seller and Seller Shareholder jointly and severally agree to indemnify the Buyer from and against the entirety of any Adverse Consequences the Buyer may suffer resulting from, arising out of, relating to, in the nature of, or caused by:

(A) any Liability of Seller (including any Liability of Seller that becomes a liability of Buyer under any bulk transfer Law of any jurisdiction, under any common law doctrine of de facto merger or successor liability, or otherwise by operation of Law);

(B) any claims from employees of Seller or its Affiliates,

(C) the operation of the business of Seller prior to the Closing, and

(D) any Liability relating to pre-Closing periods that relate to any agreement or instrument with NCR or PPG or their Affiliates, regardless of whether Buyer has assumed such Liability.

(iii) As to any Buyer claims of indemnification arising out Section 9(b)(i) with respect solely to breaches of representations or warranties of Seller or Seller Shareholder, except with respect to Fundamental Representations or claims arising out of or relating to the fraud, intentional misrepresentation or willful misconduct of Seller or Seller Shareholder, (i) no such claims may be made by Buyer which, when aggregated with all other claims of Buyer to which the Cap applies, would exceed \$1,000,000 (the "Cap"); and (ii) no such claims may be made by Buyer unless the aggregate amount of such claims exceeds \$75,000, in which case the indemnification obligation of Seller and the Seller Shareholder shall revert back to the first dollar (e.g. not a deductible), subject to the Cap.

(c) *Indemnification Provisions for Benefit of Seller and Seller Shareholder.*

(i) In the event the Buyer breaches any of its representations, warranties, covenants, and agreements contained in this Agreement, and, if there is an applicable survival period pursuant to Section 9(a) above, provided that either Seller or the Seller Shareholder makes a written claim for indemnification against the Buyer pursuant to Section 10(g) below within such survival period, then the Buyer agrees to indemnify each of Seller and the Seller Shareholder from and against the entirety of any Adverse Consequences the Seller or the

Seller Shareholder may suffer through and after the date of the claim for indemnification (including any Adverse Consequences the Seller or the Seller Shareholder may suffer after the end of any applicable survival period) resulting from, arising out of, relating to, in the nature of, or caused by the breach.

(ii) The Buyer agrees to indemnify each of the Seller and the Seller Shareholder from and against the entirety of any Adverse Consequences the Seller or the Seller Shareholder may suffer resulting from, arising out of, relating to, in the nature of, or caused by Buyer's ownership of the Acquired Assets after the Closing Date.

(d) *Matters Involving Third Parties.*

(i) If any third party shall notify any Party (the "*Indemnified Party*") with respect to any matter (a "*Third Party Claim*") which may give rise to a claim for indemnification against any other Party (the "*Indemnifying Party*") under this Section 2, then the Indemnified Party shall promptly notify each Indemnifying Party thereof in writing; provided, however, that no delay on the part of the Indemnified Party in notifying any Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder unless (and then solely to the extent) the Indemnifying Party thereby is prejudiced.

(ii) Any Indemnifying Party will have the right to assume the defense of the Third Party Claim with counsel of his or its choice reasonably satisfactory to the Indemnified Party at any time within 15 days after the Indemnified Party has given notice of the Third Party Claim, provided that the Indemnifying Party has unconditionally acknowledged to the Indemnified Party in writing its obligation to indemnify the Persons to be indemnified hereunder with respect to such Third Party Claim and to confirm and discharge any cost or expense arising out of such investigation, contest or settlement; provided, however, that the Indemnifying Party must conduct the defense of the Third Party Claim actively and diligently thereafter in order to preserve its rights in this regard; and provided further that the Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Party Claim. Notwithstanding anything to the contrary contained in this Section 2(d), the Indemnifying Party shall not be entitled to control, but may participate in and co-operate, and the Indemnified Party shall be entitled to have sole control, including the right to select defense counsel, over the defense or settlement of any claim (i) that seeks a temporary restraining order, a preliminary or permanent injunction or specific performance against the Indemnified Party, (ii) that involves criminal allegations against the Indemnified Party, (iii) that, if unsuccessful, would set a precedent that would materially interfere with, or have a material adverse effect on, the business or financial condition of the Indemnified Party, or (iv) that imposes liability on the part of the Indemnified Party for which the Indemnified Party is not entitled to indemnification hereunder. In such event, the Indemnifying Party will still be subject to its obligations hereunder, and the Indemnified Party will not settle the subject claim without the prior written consent of the Indemnifying Party, which consent will not be unreasonably withheld, conditioned or delayed.

(iii) So long as the Indemnifying Party has assumed and is conducting the defense of the Third Party Claim in accordance with Section 2(d)(ii) above, (A) the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnified Party (not to be withheld unreasonably) unless the judgment or proposed settlement involves only the payment of money damages by one or more of the Indemnifying Parties and does not impose an injunction or other equitable relief upon the Indemnified Party and (B) the Indemnified Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnifying Party (not to be withheld unreasonably).

(iv) In the event none of the Indemnifying Parties assumes and conducts the defense of the Third Party Claim in accordance with Section 2(d)(ii) above, however, (A) the Indemnified Party may defend against, and consent to the entry of any judgment or enter into any settlement with respect to, the Third Party Claim in any manner it reasonably may deem appropriate (and the Indemnified Party need not consult with, or obtain any consent from, any Indemnifying Party in connection therewith) and (B) the Indemnifying Parties will remain responsible for any Adverse Consequences the Indemnified Party

may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third Party Claim to the fullest extent provided in this Section 2.

(e) *Adjustment.* All indemnification payments under this Section 2 shall be deemed adjustments to the Purchase Price.

(f) *Other Indemnification Provisions.* Each of the Seller Shareholder hereby agrees that he will not make any claim for indemnification against any of the Buyer by reason of the fact that he was a director, officer, employee, or agent of any of the Seller or was serving at the request of any such entity as a partner, trustee, director, officer, employee, or agent of another entity (whether such claim is for judgments, damages, penalties, fines, costs, amounts paid in settlement, losses, expenses, or otherwise and whether such claim is pursuant to any statute, charter document, bylaw, agreement, or otherwise) with respect to any action, suit, proceeding, complaint, claim, or demand brought by the Buyer against such Seller Shareholder (whether such action, suit, proceeding, complaint, claim, or demand is pursuant to this Agreement, applicable Law, or otherwise).

(g) *Right to Set-Off.* From and after the Closing Date, Buyer may set-off any amount which Buyer may be entitled to hereunder against amounts otherwise payable for any reason by Buyer to Seller (including the Adjusted Holdback Amount). The exercise of such a right of set-off by Buyer in good faith, whether or not ultimately determined to be justified, will not constitute a breach of Buyer's agreements or obligations under this Agreement.

Section 10. *Miscellaneous.*

(a) *Press Releases and Public Announcements.* No Party shall issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Party; *provided, however,* that any Party may make any public disclosure it believes in good faith is required by applicable Law or any listing or trading agreement concerning its publicly traded securities (in which case the disclosing Party will use its reasonable best efforts to advise the other Party prior to making the disclosure).

(b) *No Third-Party Beneficiaries.* This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

(c) *Entire Agreement.* This Agreement (including the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

(d) *Succession and Assignment.* This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party; *provided, however,* that Buyer may (i) assign any or all of its rights and interests hereunder to one or more of its Affiliates and (ii) designate one or more of its Affiliates to perform its obligations hereunder (in any or all of which cases Buyer nonetheless shall remain responsible for the performance of all of its obligations hereunder).

(e) *Counterparts.* This Agreement may be executed in one or more counterparts (including by means of facsimile or portable document format), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(f) *Headings.* The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(g) *Notices.* All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient, (ii) 1 business day after being sent to the recipient by reputable overnight courier service (charges prepaid), (iii) 1 business day after being sent to the recipient by facsimile transmission or electronic mail, or (iv) 4 business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to Seller:

Copy to: Mark Webster, CEO and President
Rollouts Incorporated
1107 Hazeltine Boulevard, MD50
Claska, MN 55318

Copy to (which shall not constitute notice):

David H. Mason
Redfern, Mason, Larsen & Moore, P.L.C.
415 Clay Street
Cedar Falls, Iowa 50613

If to Seller Shareholder:

Copy to: Raffaele Attar
Woodco Fund Management
23501 Cinco Ranch Blvd.
Suite B225
Katy, TX 77494

If to Buyer:

Ingram Micro Services LLC
1600 E. St. Andrew Place
Santa Ana, CA 92705

Copy to (which shall not constitute notice):

Amit S. Parekh
Bryan Cave LLP
3161 Michelson, Suite 1500
Irvine, CA 92612

Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

(h) *Governing Law.* This Agreement shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

(i) *Amendments and Waivers.* No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the Parties hereto. No waiver by any Party of any provision of this Agreement or any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such default, misrepresentation, or breach of warranty or covenant.

(j) *Severability.* Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(k) *Expenses.* Buyer, Seller Shareholder and Seller will each bear his or its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby. Without limiting the generality of the foregoing, all transfer, documentary, sales, use, stamp, registration and other such Taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with the consummation of the transactions contemplated by this Agreement shall be paid by Seller when due, and Seller will, at its own expense, file all necessary Tax Returns and other documentation with respect to all such Taxes, fees and charges, and, if required by applicable Law, the

Parties will, and will cause their Affiliates to, join in the execution of any such Tax Returns and other documentation.

(l) *Construction.* The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation. Nothing in the Disclosure Schedule shall be deemed adequate to disclose an exception to a representation or warranty made herein unless the Disclosure Schedule identifies the exception with reasonable particularity and describes the relevant facts in reasonable detail. Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item shall not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty has to do with the existence of the document or other item itself). The Parties intend that each representation, warranty, and covenant contained herein shall have independent significance. If any Party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) that the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty, or covenant.

(m) *Incorporation of Exhibits and Schedules.* The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

(n) *Specific Performance.* Each Party acknowledges and agrees that the other Party would be damaged irreparably in the event any provision of this Agreement is not performed in accordance with its specific terms or otherwise is breached, so that a Party shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in addition to any other remedy to which such Party may be entitled, at law or in equity. In particular, the Parties acknowledge that the business of Seller is unique and recognize and affirm that in the event Seller or the Seller Shareholder breaches this Agreement, money damages would be inadequate and Buyer would have no adequate remedy at law, so that Buyer shall have the right, in addition to any other rights and remedies existing in its favor, to enforce its rights and the other Parties' obligations hereunder not only by action for damages but also by action for specific performance, injunctive, and/or other equitable relief.

(o) *Submission to Jurisdiction.* Each of the Parties submits to the jurisdiction of any state or federal court sitting in Orange County, California, in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each Party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other Party with respect thereto. Each Party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or in equity.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be duly executed and delivered as of the date first set forth above.

SELLER:

SELLER SHAREHOLDER:

Rollouts Incorporated

By: 
Name: Mark LeFebvre
Title: President

Raffaele Attrat

BUYER:

Ingram Micro Services LLC

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be duly executed and delivered as of the date first set forth above.

SELLER:

Rollouts Incorporated

By: _____
Name: _____
Title: _____

SELLER SHAREHOLDER:



Raffaele Andr

BUYER:

Ingram Micro Services LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be duly executed and delivered as of the date first set forth above.

SELLER:

SELLER SHAREHOLDER:

Rollouts Incorporated

By: _____
Name: _____
Title: _____

Raffaele Attar

BUYER:

Ingram Micro Services LLC

By: 
Name: ROBERT GIFFORD
Title: PRESIDENT

DISCLOSURE SCHEDULE TO THE

ASSET PURCHASE AGREEMENT

AMONG

ROLLOUTS INCORPORATED,

RAFFAELLE ATTAR

AND

INGRAM MICRO SERVICES LLC

June 30, 2014

DISCLOSURE SCHEDULE TO THE ASSET PURCHASE AGREEMENT

This Disclosure Schedule to the Asset Purchase Agreement entered into as of June 30, 2014, by and among Ingram Micro Services LLC, a Delaware limited liability company ("Buyer"), Rollouts Incorporated, a Minnesota corporation ("Seller"), Raffaele Attar ("Seller Shareholder"). Capitalized terms used herein but not otherwise defined shall have such meanings as defined in the Asset Purchase Agreement. This Disclosure Schedule shall form an integral part of the Asset Purchase Agreement and shall be incorporated therein.

Section 1(i) Acquired Assets.

Real property lease. See real estate lease for office space in the building located at 1107 Hazeltine Boulevard, Chaska, Minnesota 55318 with Hazeltine Gates, LLC d/b/a Hazeltine Center dated December 20, 2000, as amended (the "1107 Hazeltine Lease").

Office equipment leases. See the attached list of office equipment leases covering the telephone system, water cooler, copy machine, and postage meter.

IP Assignments. See attached agreements with Barb Van, Carol Myers and a form of agreement that the Seller uses with employees to obtain assignment of intellectual property.

Customer Contracts. See attached listing entitled Disclosure Schedule Section 1(i) Customer Contracts.

Contractor Agreements. See attached listing entitled Disclosure Schedule Section 1(i) Contractor List.

Section 1(ii) Seller Intellectual Property. See Section 3(m)(i) below.

Section 1(iii) Seller Software. See Section 3(m)(i) below.

Section 3. **Seller's Representations and Warranties.** Seller and Seller Shareholders, jointly and severally, represent and warrant to Buyer that the statements contained in Section 3 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Section 3), except as set forth in this Disclosure Schedule. The Disclosure Schedule is arranged in paragraphs corresponding to the lettered and numbered paragraphs contained in Section 3 of the Agreement.

(a) *Organization of Seller.* No exceptions except as previously provided in the Capitalization table of Rollouts Incorporated, Certificate of Designation regarding Seller's Preferred A-2 shares and Warrants.

(b) *Authorization of Transaction.* No exceptions.

REDACTED

(c) *Brokers' Fees.* No exceptions.

(e) *Title to and Sufficiency of Assets.*

(f) *Subsidiaries.* No exceptions.

(g) *Financial Statements.* See Exhibit D attached to the Asset Purchase Agreement.

(h) *Liens Subsequent to Inception.* Since December 28, 2013, there has not been any Material Adverse Change. Without limiting the generality of the foregoing, since such date:

(i) No exceptions.

(ii) Exceptions: PrinSource Agreement, 1107 Hazeltine Lease, and Dell Web Bank lien discharged by payment on June 4, 2014, Security Interest for Raffaele Attar, Better Half Bloodstock, Inc., New Horizons Investments Fund, N.V.

(iii) No exceptions.

(iv) No exceptions.

(v) Exceptions: The Seller has delayed payment of principal and interest due to Raffaele Attar, Better Half Bloodstock, Inc., New Horizons Investments Fund, N.V. Refer to Disclosure Schedule 3(b)v Subordinated Debt and Interest Calc2014.05.31. Such amounts are reflected on the Seller's financial statements attached to this Disclosure Schedule under Section 3(g).

(vi) No exceptions.

(vii) No exceptions.

(viii) No exceptions.

(ix) No exceptions.

(x) No exceptions.

(xi) Exceptions: Seller has discharged its amount due to Dell Web Bank pursuant to a payment on June 4, 2014, and due to such payment has terminated the lien held by Dell Web Bank; Raffaele Attar, Better Half Bloodstock, Inc., and New Horizons Investments Fund, N.V. have each provided lien releases to facilitate closure of the transaction described in the Agreement.

(xii) Exceptions: See 3(h)(i) through (xi) above in anticipation of transaction described in the Agreement.

(i) *Undisclosed Liabilities.* No exceptions.

(j) *Legal Compliance.* See attached list of tax certificates, permits, ID's, accounts, registration documents, tax certificates and other governmental documents authorizing Seller to conduct business in all current governmental jurisdictions in which the Seller conducts business, including Minnesota.

(k) *Tax Matters.*

(i) No exceptions; provided, however, that the Seller has filed for extensions to file all of its state and federal income tax returns.

(ii) No exceptions.

(iii) No exceptions; provided, however, that the Seller has filed for extensions in all jurisdictions listed on that document attached to this Disclosure Schedule at Section 3(j).

(iv) No exceptions.

- (v) No exceptions.
- (vi) No exceptions.
- (l) *Real Property.* No exceptions.
- (m) *Intellectual Property.*
 - (i) Refer to the attached Schedule 3(m)(i) to this Disclosure Schedule.
 - (ii) No exceptions.
 - (iii) No exceptions.
 - (iv) No exceptions.
 - (v) No exceptions.
 - (vi) No exceptions.
 - (vii) No exceptions.
 - (viii) No exceptions.
 - (ix) No exceptions.
 - (x) No exceptions.
 - (xi) No exceptions.
 - (xii) No exceptions.
 - (xiii) No exceptions.
 - (xiv) No exceptions.
 - (xv) No exceptions.
 - (xvi) No exceptions.
 - (xvii) No exceptions.
- (n) *Tangible Assets.* No exceptions.
- (o) *Inventory.* No exceptions.
- (p) *Contracts.* Section 3(p) of the Disclosure Schedule lists the following contracts, agreements, arrangements, leases, or licenses (whether written or oral) (each, a "*Contract*" and collectively, the "*Contracts*") to which Seller is a party or by which it or its assets is bound:
 - (i) See Section 1(i) of this Disclosure Schedule.

REDACTED

(iii) None.

(iv) Refer to Section 1(i) of this Disclosure Schedule. Also refer to debt agreements by and between the Seller and Raffaele Attar, Better Half Bloodstock, Inc., New Horizons Investments Fund, N.V. (which are summarized on the attached Disclosure Schedule 3(h)v Subordinated Debt and Interest Calc2014.05.31) and PrinSource.

REDACTED

(vi) Raffaele Attar, Director and Chairman of the Seller, has entered into agreements pursuant to which he has loaned money to the Seller and has a security interest in the Seller's

assets. See Disclosure Schedule 3(h)v Subordinated Debt and Interest Calc 2014.05.31. Mr. Attar has business relationships with Better Half Bloodstock and New Horizons.

(vii) None.

(viii) None.

(ix) All employees of Seller are employed on an at-will basis and all provide annual compensation in excess of \$25,000 but none provide severance benefits.

(x) See attached listing entitled Disclosure Schedule Section 1(i) Contractor List.

(xi) See Disclosure Schedule 3(h)v Subordinated Debt and Interest Calc 2014.05.31 attached to this Disclosure Schedule showing contracts in which Raffaele Attar, Director and Chairman of the Seller, has entered into agreements pursuant to which he has loaned money to the Seller and has a security interest in the Seller's assets. Mr. Attar has business relationships with Better Half Bloodstock, Inc. and New Horizons Investments Fund, N.V.

REDACTED

(xiii) None.

(xiv) See Section 1(i).

(xv) None.

(xvi) Sungard Services contracts for rack space and disaster recovery, and Sprint and CenturyLink voice and data services agreements.

(q) *Leased Recatables.* No exceptions.

(r) *Powers of Attorney.* No exceptions.

(s) *Insurance.* See attached documents constituting Schedule 3(s) to this Disclosure Schedule containing the following information.

(i) the name, address, and telephone number of the agent;

(ii) the name of the insurer, the name of the policyholder, and the name of each covered insured;

(iii) the policy number and the period of coverage;

(iv) the scope (including an indication of whether the coverage was on a claims made, occurrence, or other basis) and amount (including a description of how deductibles and ceilings are calculated and operate) of coverage; and

(v) a description of any retroactive premium adjustments or other loss-sharing arrangements.

No exceptions; provided, however, that Seller has no self-insurance arrangements.

(t) *Litigation.* None.

(u) *Warranty and Liability.*

(i) Refer to Schedule 1(i) Customer Contracts attached to this Disclosure Schedule for applicable warranty terms. Refer to Schedule 3(p)(v) above regarding warranty provisions of Seller customer agreements.

(ii) None.

(v) *Contractors and Employees.*

(i) (x) Refer to that list of Contractors attached to this Disclosure Schedule at Section 1(i). (y) See attached Schedule 3(v)(i)(y) list of current Seller employees.

(ii) Exceptions: Contractors from time-to-time have listed Seller as a former "employer" when filing for unemployment insurance benefits. The Seller has in each case responded with a standard letter stating that such Contractor was not and had never been an employee of the Seller and attached the independent contract agreement with Seller. Such responses have avoided any subsequent or resulting claim, action or damages.

(iii) Exceptions: Contractors from time-to-time have listed Seller as a former "employer" when filing for unemployment insurance benefits. The Seller has in each case responded with a standard letter stating that such Contractor was not and had never been an employee of the Seller, and attached the independent contract agreement with Seller. Such responses have avoided any subsequent or resulting claim, action or damages.

(iv) No exceptions.

(v) No exceptions.

(vi) None.

(vii) No exceptions.

(viii) No exceptions.

(ix) With respect to the business of Seller:

(A) No exceptions.

(B) No exceptions.

(C) No exceptions.

(D) No exceptions.

(E) No exceptions.

(F) No exceptions.

(G) No exceptions.

(H) No exceptions.

(x) *Exceptions:* See letter agreement with Scott Ross and employee handbook attached hereto.

(xi) *No exceptions.*

(w) *Customers.* See the attached Restated Bylaws of Seller and except as provided in the Restated Bylaws of Rollouts Incorporated Article VI entitled "Indemnification" and Minnesota Statutes Section 302A.521, no exceptions.

(x) *Certain Business Relationships With Seller:* Raffaele Attar, Director and Chairman of the Seller, has entered into agreements pursuant to which he has loaned money to the Seller and has a security interest in the Seller's assets. Mr. Attar has business relationships with Better Half Bloodstock, Inc. and New Horizons Investments Fund, N.V.

(y) *Customers.* No exceptions.

Section 4. *Seller Shareholder's Representations and Warranties.* No exceptions.

Disclosure Schedule 3(m) Seller Intellectual Property List

1. Rollouts Project Database Application – Web based dispatch and project management platform
 - a. No Registration
2. Rollouts e-Technicians.net – Web based technician signup application
 - a. No Registration
3. Trademark – ROLLOUTS & Design
 - a. Class 35, 37
 - b. Status Registered
 - c. Filed 11/24/2003 under Appn# 78/332,513
 - d. Registration # 3,013,974
 - e. Renewal deadline due 11/8/2015
4. Trademark – ROLLOUTS
 - a. Class 35
 - b. Status Registered
 - c. Filed 3/5/1998 under Appn# 75/446,281
 - d. Registration # 2,247,594
 - e. Renewal deadline due 5/25/2019