

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481802

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
True Frame, LLC		07/17/2015	Limited Liability Company: ALABAMA
RECEIVING PARTY DATA			
Name:	TruePartners USA LLC		
Street Address:	3343 West Commercial Blvd.		
City:	Fort Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33309		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4221920	TRUEFRAME	
Serial Number:	86605664	PROVIEW	
CORRESPONDENCE DATA			
Fax Number:	2156562498		
<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:	215-656-3381		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)		
Address Line 1:	ONE LIBERTY PLACE		
Address Line 2:	1650 MARKET ST. SUITE 4900		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	DARIUS C. GAMBINO		
SIGNATURE:	/Darius C. Gambino/		
DATE SIGNED:	07/13/2018		
Total Attachments: 19			
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ASSET PURCHASE AGREEMENT
BY AND AMONG
TRUE PARTNERS USA LLC,
TRUEFRAME, LLC,
AND
RED MOUNTAIN TECHNOLOGIES, LLC

CLOSING DATE: JULY 17, 2015



ASSET PURCHASE AGREEMENT

BY AND AMONG

TRUE PARTNERS USA LLC,

TRUEFRAME, LLC,

AND

RED MOUNTAIN TECHNOLOGIES, LLC

CLOSING DATE: JULY 17, 2015

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "*Agreement*"), is dated as of July 17, 2015 by and among True Partners USA LLC, a Florida limited liability company ("*Purchaser*"), True Frame, LLC, an Alabama limited liability company ("*Seller*") and Red Mountain Technologies, LLC, an Alabama limited liability company, the sole member of the Seller (the "*Member*"). Purchaser, Seller and the Member will collectively be referred to as the "*Parties*."

A. Certain capitalized terms used but not defined elsewhere in the text of this Agreement are defined in Annex I below.

B. The Purchaser wishes to purchase from the Seller, and the Seller is willing to sell to the Purchaser, certain assets used or held for use in the Business, all on and subject to the terms and conditions set forth in this Agreement.

Now therefore, the Parties agree as follows:

I. CERTAIN INTERPRETIVE MATTERS.

1.1 Unless the context requires otherwise, (a) all references to Sections, Articles, Exhibits, Annexes or Schedules are to Sections, Articles, Exhibits, Annexes or Schedules of or to this Agreement, (b) each of the Schedules will apply only to the corresponding section or subsection of this Agreement, (c) each term defined in this Agreement has the meaning assigned to it, (d) each accounting term not otherwise defined in this Agreement has the meaning commonly applied to it in accordance with GAAP, (e) words in the singular include the plural and vice versa, (f) all reference to \$ or dollar amounts will be to lawful currency of the United States, (g) to the extent the term "*day*" or "*days*" is used, it will mean calendar days, (h) the pronoun "*his*" refers to the masculine, feminine, and neuter, (i) the words "*herein*," "*hereby*," "*hereof*," "*hereunder*," and other words of similar import refer to this Agreement as a whole and not to any particular Section, Article, or other subdivision, (j) the terms "*including*" and "*includes*" mean "*including or includes without limitation*", (k) reference to and the definition of any document shall be deemed a reference to such document as it may be amended, supplemented, revised, or modified, in writing, from time to time but disregarding any amendment, supplement, replacement or novation made in breach of this Agreement; and (l) reference to any Law shall be construed as a reference to such Law as re-enacted, redesignated, amended or extended from time to time.

1.2 No provision of this Agreement will be interpreted in favor of, or against, any of the Parties by reason of the extent to which any such Party or its counsel participated in the drafting of this Agreement or by reason of the extent to which any such provision is inconsistent with any prior draft of this Agreement or any provision of this Agreement.

1.3 All references to the "*knowledge of Seller*" or to words of similar import will be deemed to be references to the actual knowledge of the Knowledge Persons and such knowledge that would reasonably be expected to be known by such Persons in the ordinary and usual course of the performance of their responsibilities, in each case after due inquiry.

II. PURCHASE AND SALE

2.1 Acquired Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing, Seller shall sell, convey, assign, transfer and deliver to Purchaser, and Purchaser shall accept, purchase, acquire and take assignment and delivery of, all right, title and interest in, to and under all assets that are part of, currently or customarily used in connection with, held for use in or necessary for

the conduct of the Business (wherever located, and whether real or personal, tangible or intangible) (collectively, the "**Acquired Assets**") free and clear of all Liens (except for Permitted Liens), except for the Excluded Assets. The Acquired Assets shall include Seller's right, title and interest in and to the following assets, properties and rights:

(a) inventory, including finished goods, supplies, raw materials, works in progress, spare, replacement and component parts, and other inventory property located at, stored on behalf of or in transit to Seller;

(b) deposits, advances, pre-paid expenses and credits;

(c) the Assumed Contracts;

(d) the Leased Real Property and all licenses, permits, approvals, easements and other rights relating thereto;

(e) the Seller Intellectual Property;

(f) causes of action, lawsuits, judgments, claims and demands of any nature, whether arising by way of counterclaim or otherwise;

(g) all Permits;

(h) information, files, correspondence, records, data, plans, reports and recorded knowledge, including customer, supplier, price and mailing lists, and all accounting or other books and records of Seller in whatever media retained or stored, including computer programs and disks;

(i) all rights and claims, known or unknown, matured or unmatured, accrued or contingent, against third parties arising out of or relating to Seller's business;

(j) insurance proceeds and insurance awards receivable with respect to any of the Acquired Assets which arise from or relate to events occurring prior to or on the Closing Date; and

(k) all other intangible property rights of Seller used or held for use in the Business, including the goodwill and going concern value of the Business, but excluding any goodwill associated solely with the Excluded Assets.

2.2 Excluded Assets. The following assets of Seller (collectively, the "**Excluded Assets**") shall be retained by Seller, and are not being sold or assigned to Purchaser hereunder:

(a) the Accounts Receivable, the proceeds thereof, and any security therefor;

(b) Cash on hand and in banks, and all deposit accounts

(c) all taxpayer numbers, and minute books, stock transfer books, personnel files and other documents relating to the organization, maintenance, and existence of Seller;

(d) Seller's rights under this Agreement, the Ancillary Agreements and the other agreements to be executed by Seller in connection herewith and therewith;

Law or Order. Neither Seller nor any of its properties, assets or business is subject to or bound by any Order. To the knowledge of Seller, no officer, director, manager, or employee of Seller is subject to any Order that prohibits such officer, director, manager or employee from engaging in or continuing any conduct, activity, or practice relating to Seller's business.

4.15.2 Schedule 4.15.2 identifies each Permit held by Seller, and Seller has delivered, to the Purchaser true, correct and complete copies of all such Permits. The Permits held by Seller are valid and in full force and effect, and collectively constitute all Permits necessary to enable Seller to conduct its business in the manner in which its business is currently being conducted and as presently planned to be conducted. Seller has complied and is in compliance with the terms and requirements of the respective Permits held by Seller. Seller has not received any notice or other communication from any Governmental Authority regarding (i) any actual or possible violation of or failure to comply with any term or requirement of any Permit; or (ii) any actual or possible revocation, withdrawal, suspension, cancellation, termination or modification of any Permit. Schedule 4.15.2 identifies with an asterisk each Permit set forth therein which by its terms cannot be transferred to the Purchaser at Closing.

4.16 Properties. Seller does not own and has not owned any Seller Real Property. Schedule 4.16 sets forth a list of all Seller Real Property, including real property leased or otherwise used by Seller in connection with the Business (the "**Leased Real Property**"). There does not exist under any such Lease any breach or default by Seller or, to the knowledge of Seller, any event which with notice or lapse of time or both would constitute a breach or default. Seller is in peaceful and undisturbed possession of the space and/or estate under each Lease of which it is a tenant and has good and valid rights of ingress and egress to and from all such Leased Real Property and to the public street systems for all usual street, road, and utility purposes. Seller has not received any notice of any appropriation, condemnation, or like proceeding, or of any violation of any applicable zoning Law relating to or affecting the Leased Real Property, and to the knowledge of Seller, no such proceeding has been threatened or commenced.

4.17 [Omitted].

4.18 Intellectual Property.

4.18.1 Schedule 4.18.1 contains a true, correct and complete list of all Seller Registered Intellectual Property and all material unregistered Seller Intellectual Property. All necessary registration, maintenance and renewal fees currently due in connection with Seller Registered Intellectual Property have been made and all necessary documents, recordations and certifications in connection with such Seller Registered Intellectual Property have been filed with the relevant Governmental Authorities for the purpose of maintaining such Seller Registered Intellectual Property. The licensing by Seller of any Seller Registered Intellectual Property has been subject to commercially reasonable quality control.

4.18.2 Seller owns, or is licensed or otherwise has the right to use, free and clear of any Liens (other than Permitted Liens), all Intellectual Property Rights used in connection with the operation and conduct of its business.

4.18.3 Schedule 4.18.3 sets forth a true, correct and complete list of the Seller Proprietary Software. Seller has all right, title and interest in and to all intellectual property rights in the Seller Proprietary Software, free and clear of all Liens, except Permitted Liens.

4.18.4 All Seller Intellectual Property which Seller purports to own was developed by (i) an Employee working within the scope of his or her employment at the time of such development, or (ii) agents, consultants, contractors or other Persons who have executed appropriate instruments of

assignment in favor of Seller as assignee that have conveyed to the Seller ownership of all Intellectual Property rights in the Seller Intellectual Property. To the extent that any Seller Intellectual Property has been developed or created by a third party for the Seller, the Seller has a written agreement with such third party with respect thereto in substantially the form provided to the Purchaser prior to the date of this Agreement and the Seller thereby either (i) has obtained ownership of and is the exclusive owner of, or (ii) has obtained a license (sufficient for the conduct of its business as currently conducted) to, all of such third party's Intellectual Property Rights in such work, material or invention by operation of law or by valid assignment.

4.18.5 Neither Seller nor any of its products or services has infringed upon or otherwise violated, or is infringing upon or otherwise violating, the Intellectual Property Rights of any third party. To the Knowledge of Seller, no Person has infringed upon or violated, or is infringing upon or violating, any Seller Intellectual Property.

4.18.6 Seller is not subject to any proceeding or outstanding decree, order, judgment, agreement or stipulation (i) restricting in any manner the use, transfer or licensing by Seller of any of the Seller Intellectual Property or (ii) that may affect the validity, use or enforceability of the Seller Intellectual Property or any product or service of Seller related thereto.

4.18.7 None of the source code of the Seller has been published or disclosed by the Seller, except pursuant to a written non-disclosure agreement that is in the form provided to Purchaser prior to the date of this Agreement requiring the recipient to keep such source code or trade secrets confidential, or, to the Knowledge of Seller, by any third party to any other third party except pursuant to licenses or other Contracts requiring such third party to keep such trade secrets confidential.

4.18.8 The Seller has taken reasonable steps to protect its rights in the Confidential Information and any trade secret or confidential information of third parties used by the Seller, and, except under confidentiality obligations, there has not been any disclosure by the Seller of any Confidential Information or any such trade secret or confidential information of third parties. The Seller has demonstrable data security protocols to protect such Confidential Information, and has incorporated state of the art data security into all of the Seller's information systems and products

4.18.9 There have been no failures, breakdowns, repeated experience of prolonged substandard performance or other adverse events affecting any of the software, firmware, hardware, networks, interfaces, platforms and related systems, owned, leased, licensed or currently under development by Seller (collectively, the "*Seller Systems*") that have caused or to the Seller's Knowledge, could reasonably be expected to result in the substantial disruption or interruption in or to the use of such Seller Systems and/or the conduct of its business. Seller maintains commercially reasonable security, disaster recovery and business continuity plans, procedures and facilities, acts in compliance therewith and has taken commercially reasonable steps to test such plans and procedures on a periodic basis, and such plans and procedures have been proven effective upon such testing in all material respects (including with respect to the back-up and recovery of data and information stored or contained in or processed or transmitted by the Seller Systems and to guard against unauthorized access or use of any of the foregoing data or information or any Seller Systems). The Seller Systems have been properly maintained to ensure proper operations, monitoring and use in all material respects. The Seller Systems used in the conduct of Seller's business are sufficient for the conduct of such businesses as currently conducted and as currently planned to be conducted, including as to capacity, scalability, and ability to process current and peak volumes in a timely manner.

4.18.10 Except as set forth in Schedule 4.18.10, the Seller Software does not contain any open source, public source or freeware software, and the sale or licensing of such software, or other

use of such software in Seller's business, including in connection with any product or service of Seller, is not subject to, and does not subject Seller to, the terms of the GNU general public license, limited general public license or any other "copyleft" license that purports to (i) require, or condition the use or distribution of, or access to, such software on, the disclosure, licensing, or distribution of, or access to, source code, (ii) restrict one's ability to charge for distribution of software or (iii) otherwise impose any limitation, restriction, or condition on the right or ability of Seller to use, license, sell or distribute any software other than requirements to include copyright notices or attributions or similar non-copyleft provisions.

4.18.11 There have not been in the past three (3) years any incidents of data security breaches or written (or to Seller's knowledge, any other) complaints or notices to Seller, or any suit, charge, grievance, audit, inquiry, examination or claim conducted or asserted by any other Person (including any Governmental Authorization) regarding the collection, use, storage, distribution, transfer or disclosure of personal information by any Person in connection with their respective businesses or any violation of applicable Law, and none is pending, or to the Seller's knowledge, threatened (and to the knowledge of the Seller, there is no basis for the same, except as has not resulted in, or could not reasonably be expected to result in, any material liability of the Seller). The Seller has not experienced any incident in which any personal information or data was or may have been stolen or subject to any unauthorized access or use that has resulted in, or could reasonably be expected to result in, any material liability of the Seller. The Seller has implemented and is in compliance with physical, technical and other measures meeting applicable industry standards to assure the integrity and security of transactions executed through its computer system and of all confidential, personal or proprietary data.

4.19 Environmental Matters. Except as disclosed on Schedule 4.19, there are no facts, circumstances, conditions, or occurrences regarding Seller's past or present business or operations on any Seller Real Property that could reasonably be anticipated (a) to form the basis of any claim or result in Damages with respect to any Seller Real Property under any Environmental Law or (b) to cause any such current Seller Real Property or assets to be subject to any restrictions on its ownership, occupancy, use, or transferability under any Environmental Law. There are no (i) underground storage tanks or sumps, (ii) landfill, (iii) surface impoundment, (iv) asbestos-containing material that requires special handling under Environmental Laws or (v) equipment containing polychlorinated biphenyls on any Seller Real Property or Leased Real Property. Neither Seller nor any Seller Real Property is listed or proposed for listing on the National Priorities List under CERCLA or on any similar federal, state, or foreign list of sites requiring investigation or clean-up, nor has Seller received any notice as a potentially responsible party under the foregoing. Seller has delivered to Purchaser true, correct and complete copies of all environmental investigations, studies, audits, tests, reviews, or other analyses conducted by or on behalf of Seller with respect to any Seller Real Property.


4.20 Plans and Material Documents.

4.20.1 Schedule 4.20.1 sets forth a list of all employee benefit plans (as defined in Section 3(3) of ERISA), and all other compensation or benefit plans, programs, arrangements, contracts, or schemes, written or oral, statutory or contractual, with respect to which Seller, or any ERISA Affiliate of Seller, has or has had any obligation or liability to contribute or that are or were maintained, contributed to or sponsored by Seller or any such ERISA Affiliate for the benefit of any current or former employee, officer, director, manager of the Business (collectively, the "**Plans**"). With respect to each Plan, Seller has delivered to Purchaser a true and complete copy of each such Plan (including all amendments thereto) and a true and complete copy of each material document prepared in connection with each such Plan. Neither of the Seller, nor any ERISA Affiliate of Seller, has made any express or implied commitment, whether legally enforceable or not, to create, incur liability with respect to or cause

The Parties have caused this Asset Purchase Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

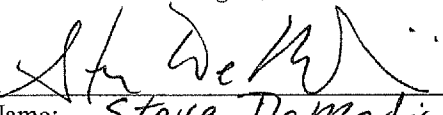
SELLER:

True Frame, LLC

By: 
Name: Ben Puckett
Title: president

MEMBER:

Red Mountain Technologies, LLC

By: 
Name: Steve DeMedicis
Title: President

PURCHASER:

True Partners USA LLC

By: _____
Name:
Title:

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

The Parties have caused this Asset Purchase Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SELLER:

True Frame, LLC

By: _____
Name:
Title:

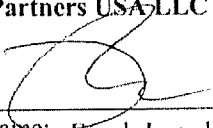
MEMBER:

Red Mountain Technologies, LLC

By: _____
Name:
Title:

PURCHASER:

True Partners USA LLC

By:  _____
Name: Frank Lynch
Title: President

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

ANNEX I

Definitions

In addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings when used herein with initial capital letters:

“Accounts Receivable”: all accounts receivable, including trade and miscellaneous accounts receivable, arising out of the Business.

“Acquired Assets”: as set forth in Section 2.1.

“Affiliate”: with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with the first Person. For the purposes of this definition, ***“control,”*** when used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise, and the terms ***“controlling”*** and ***“controlled”*** have meanings correlative to the foregoing.

“Agreement”: as set forth in the introductory paragraph.

“Ancillary Agreements”: the Bill of Sale, the Assignment and Assumption Agreement, the Consulting Agreement, the Escrow Agreement and the Restrictive Covenant Agreements.

“Assignment and Assumption Agreement”: the assignment and assumption agreement pursuant to which Purchaser will assume the Assumed Liabilities as of the Closing Date, substantially in the form attached hereto as Exhibit A.

“Assumed Contracts”: the Contracts of the Seller which relate to the Business, other than the Excluded Contracts.

“Assumed Liabilities”: as set forth in Section 2.3.

“Balance Sheet”: the balance sheet of Seller as of the Balance Sheet Date.

“Balance Sheet Date”: April 30, 2015.

“Bill of Sale”: the bill of sale pursuant to which Seller will transfer to Purchaser the Acquired Assets as of the Closing Date, substantially in the form attached hereto as Exhibit B.

“Business”: the business of the Seller and its Subsidiaries, each as currently conducted or as proposed or planned to be conducted as of the Closing Date by the Seller or any of its Subsidiaries.

“Business Day”: any day other than a Saturday or Sunday or a day on which the Federal Reserve Bank of Atlanta is closed.

“Capital Lease Obligations”: with respect to any Person, for any applicable period, the obligations of such Person that are permitted or required to be classified and accounted for as capital obligations under GAAP, and the amount of such obligations at any date will be the capitalized amount of such obligations at such date determined in accordance with GAAP.

“CERCLA”: the Federal Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9601 et seq.

“**Closing**”: as set forth in Section 3.2.

“**Closing Date**”: as set forth in Section 3.2.

“**COBRA**”: as set forth in Section 6.9.

“**Code**”: the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder.

“**Constituent of Concern**”: any hazardous substance, hazardous waste, hazardous material, pollutant or contaminant, any petroleum hydrocarbon and any degradation product of a petroleum hydrocarbon, asbestos, PCB, airborne mycotoxins, mold spores, or similar substance.

“**Consulting Agreement**”: the consulting agreement between Purchaser and Woodcrest Services, Inc., pursuant to which Ben Puckett shall provide consulting services to Purchaser and its Affiliates, substantially in the form attached hereto as Exhibit D.

“**Continuing Consents**”: as set forth in Section 6.9.

“**Contracts**”: contracts, leases and subleases, franchises, agreements, licenses, arrangements, commitments, letters of intent, memoranda of understanding, instruments, promises, obligations, rights, documents, indentures, mortgages, security interests, guarantees, warranties and other similar arrangements whether written or oral, other than the Plans.

“**Customer**” means a customer of Seller that paid Seller more than \$10,000 in the aggregate during the twelve (12)-month period ended December 31, 2014 or a customer that is expected to pay Seller more than \$10,000 in the aggregate during the twelve (12)-month period ended December 31, 2015.

“**Damages**”: as set forth in Section 8.2.1.

“**Employee**” as set forth in Section 6.8.

“**Environmental Law**”: all applicable Laws, permits, and similar items of any Governmental Authority relating to the protection of human health or safety, or the environment, including: (i) all requirements pertaining to liability for reporting, management, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of a Constituent of Concern; (ii) all requirements pertaining to the protection of the health and safety of employees or the public; and (iii) all other limitations, restrictions, conditions, standards, prohibitions, obligations, and timetables contained therein or in any notice or demand letter issued, entered, promulgated, or approved thereunder. The term “**Environmental Law**” includes (x) CERCLA, the Federal Water Pollution Control Act (which includes the Federal Clean Water Act), the Federal Clean Air Act, the Federal Solid Waste Disposal Act (which includes the Resource Conservation and Recovery Act), the Federal Toxic Substances Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, and OSHA, each as amended from time to time, any regulations promulgated pursuant thereto, and any state or local counterparts and (y) any common law or equitable doctrine (including injunctive relief and tort doctrines such as negligence, nuisance, trespass, strict liability, contribution and indemnification) that may impose liability or obligations for injuries or damages due to, or threatened as a result of, the presence of, effects of, or exposure to any Constituent of Concern.

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

“ERISA Affiliate”: any Person that would be considered a single employer within the meaning of Section 4001 of ERISA or Section 414 of the Code.

“Escrow Agent” Regions Bank, N.A.

“Escrow Agreement”: the escrow agreement, among Purchaser, Seller and the Escrow Agent, substantially in the form attached hereto as Exhibit E.

“Escrowed Amount”: as set forth in Section 3.1.1(a).

“Escrow Period”: as set forth in Section 3.1.2.

“Excluded Assets”: as set forth in Section 2.2.

“Excluded Contracts”: as set forth in Section 2.2(g).

“Expiration Date”: as set forth in Section 8.1.

“FIRPTA Certificate”: as set forth in Section 3.2.2.

“GAAP”: generally accepted accounting principles in effect from time to time in the United States of America, applied on a consistent basis.

“Governmental Authority”: any federal, state, county, city, municipal, or other local or foreign government or any subdivision, authority, commission, board, bureau, court, administrative panel, or other instrumentality thereof.

“Hired Employee”: as set forth in Section 6.8.1.

“Indebtedness”: with respect to any Person, without duplication, (i) all obligations of such Person for borrowed money, whether short-term or long-term, and whether secured or unsecured, or with respect to deposits or advances of any kind (other than deposits and advances of any Person relating to the purchase of products or services of Seller in the Ordinary Course), (ii) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (iii) all obligations of such Person upon which interest charges are customarily paid (other than trade payables incurred in the Ordinary Course), (iv) all obligations of such Person under conditional sale or other title retention agreements relating to property or assets purchased by such Person, (v) all obligations of such Person issued or assumed as the deferred purchase price of property or services (other than current trade payables incurred in the Ordinary Course), (vi) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, (vii) all guarantees by such Person of Indebtedness of others, (viii) all Capital Lease Obligations of such Person, (ix) all net payments that such Person would have to make in the event of an early termination, on the date Indebtedness of such Person is being determined, in respect of outstanding interest rate protection agreements, foreign currency exchange arrangements or other interest or exchange rate hedging arrangements, (x) all obligations including reimbursement obligations of such Person in respect of letters of credit, fidelity bonds, surety bonds, performance bonds and bankers’ acceptances, (xi) obligations of such Person to purchase, redeem, retire, defease or otherwise acquire for value any capital stock of such Person or any warrants, rights or options to acquire such capital stock, (xii) renewals, extensions, refundings, deferrals, restructurings, amendments and modifications of any such Indebtedness or guarantee of Indebtedness and (xiii) any other obligation that in accordance with GAAP is required to be reflected as debt on the balance sheet of such Person (other than trade payables and current accruals incurred in the Ordinary Course). The Indebtedness of any Person will include the Indebtedness of any partnership in which such Person is

a general partner, other than to the extent that the instrument or agreement evidencing such Indebtedness expressly limits the liability of such Person in respect thereof.

"Indemnified Party": as set forth in Section 8.4.1.

"Indemnifying Party": as set forth in Section 8.4.1.

"Intellectual Property Right": all trademarks, trademark rights, service marks, service mark rights, tradenames, tradename rights, copyrights, works of authorship, inventions (whether patentable or not), invention disclosures, industrial models, industrial designs, utility models, certificates of invention, designs, emblems and logos, trade secrets, manufacturing formulae, technical information, patents, patent applications, moral rights, mask work registrations, franchises, franchise rights, customer and supplier lists, and related identifying information together with the goodwill associated therewith, product formulae, product designs, product packaging, business and product names, slogans, rights of publicity, improvements, processes, specifications, technology, methodologies, computer software (including all source code and object code), firmware, development tools, flow charts, annotations, all Web addresses, sites and domain names, all data bases and data collections and all rights therein, any other confidential and proprietary right or information, whether or not subject to statutory registration, as each of the foregoing rights may arise anywhere in the world, and all related technical information, manufacturing, engineering and technical drawings, know-how, and all pending applications and registrations of patents, and the right to sue for past infringement, if any, in connection with any of the foregoing, and all documents, disks, records, files, and other media on which any of the foregoing is stored, and other proprietary rights, in the case of each of the foregoing which is owned by Seller or used or held for use by such Person or its Affiliates in connection with the Business.

"IRS": the Internal Revenue Service.

"Knowledge Persons": Ben Puckett

"Law": any federal, state, county, city, municipal, foreign, or other governmental statute, law, rule, regulation, ordinance, order, code, or requirement (including pursuant to any settlement agreement, corporate integrity agreement or consent decree), and any permit or license granted under any of the foregoing, or any requirement under the common law.

"Leased Real Property": as set forth in Section 4.16.

"Leases": as set forth in Section 4.12.1(1).

"Liability": as set forth in Section 4.8.

"Lien": with respect to any property or asset, any mortgage, deed of trust, lien, pledge, hypothecation, assignment, charge, option, preemptive purchase right, easement, encumbrance, security interest, or other adverse claim of any kind in respect of such property or asset. For purposes of this Agreement, a Person will be deemed to own subject to a Lien any property or asset that it has acquired or holds subject to the interest of a vendor or a lessor under any conditional sale agreement, capital lease, or other title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such property or asset.

"Material Adverse Effect": means any state of facts, change, event, effect, occurrence or circumstance that, individually or in the aggregate (considered together with all other states of fact, changes, events, effects, occurrences or circumstances) has, has had or could reasonably be expected to have or give rise to a material adverse effect on (a) the business, financial condition, prospects, assets, liabilities, operations or financial performance of Seller or (b) the ability of Seller or the Member to

consummate the transactions contemplated by this Agreement or to perform any of its or their obligations under this Agreement prior to the Termination Date.

“Order”: any judgment, injunction, order, or decree that is issued by a Governmental Authority, including any corporate integrity agreement, deferred prosecution agreement or certification of compliance agreement.

“Ordinary Course”: the ordinary course of business, consistent with past practices.

“OSHA”: the Federal Occupational Safety and Health Act of 1970, as amended from time to time.

“Parties”: as set forth in the introductory paragraph.

“Permit”: any (a) approval, permit, license, certificate, franchise, permission, clearance, registration, qualification or other authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Law or (b) right under any Contract with any Governmental Authority.

“Permitted Liens”: (i) Liens for Taxes, assessments or other similar governmental charges that are not yet due or that are being contested in good faith by appropriate proceedings and that are fully and properly reserved for in the Balance Sheet, (ii) any mechanics’, workmen’s, repairmen’s and other similar Liens arising or incurred in the Ordinary Course in respect of obligations that are not overdue and that are fully and properly reserved for in the Balance Sheet, and (iii) Liens affecting the Seller Real Property arising from easements, easement agreements, rights-of-way, restrictions, or minor title defects (whether or not recorded) that arise in the Ordinary Course and that do not detract materially from the value of the property subject thereto or materially impair the use of the property subject thereto.

“Person”: an individual, a corporation, a partnership, a limited liability company, an association, a trust, a joint stock company, a joint venture, an unincorporated organization, any Governmental Authority, or other entity or organization.

“Plans”: as set forth in Section 4.20.1.

“Policies”: as set forth in Section 4.12.

“Post-Closing Tax Period”: any Tax period (or portion thereof) that is not a Pre-Closing Tax Period.

“Pre-Closing Tax Period”: any Tax period (or portion thereof) ending on or before the Closing Date.

“Purchaser”: as set forth in the introductory paragraph.

“Purchaser Indemnified Parties”: Purchaser and its officers, stockholders, directors, employees, and Affiliates, including Purchaser.

“Registered Intellectual Property” means all (a) patents and patent applications (including provisional applications), (b) registered trademarks and service marks, applications to register trademarks and service marks, intent-to-use applications, or other registrations or applications related to trademarks and service marks, (c) registered copyrights and applications for copyright registration, (d) domain name registrations and (e) any other Intellectual Property Right that is the subject of an application, certificate,

filing, registration or other document issued, filed with, or recorded with or by any Governmental Authority.

“Regulatory Authority”: any federal or state regulatory body or agency having jurisdiction or regulatory authority over Seller.

“Restricted Asset”: as set forth in Section 6.9.

“Restricted Parties”: as set forth in Section 6.2.

“Restrictive Covenant Agreements” as set forth in Section 7.1.11.

“Retained Liabilities”: as set forth in Section 2.4.

“Returns”: as set forth in Section 4.10.1(a).

“Securities Act”: the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Seller”: as set forth in the introductory paragraph.

“Seller Financial Statements”: (i) the unaudited balance sheet of Seller as of December 31, 2014, 2013 and 2012, together with the related consolidated statements of income and cash flow for the periods then ended and (ii) the Balance Sheet, together with the related unaudited consolidated statements of income and cash flow for the period ending on the Balance Sheet Date.

“Seller Intellectual Property” means any Intellectual Property Right that is owned by, licensed to or used by the Seller in the conduct of its business.

“Seller Proprietary Software” means all Software owned by the Seller.

“Seller Real Property”: any real property and improvements at any time owned, leased, used, operated, or occupied (whether for storage, disposal, or otherwise) by Seller or any of its Subsidiaries and used or held for use in connection with the Business.

“Seller Registered Intellectual Property” means all of the Registered Intellectual Property owned by, filed in the name of, or licensed to the Seller.

“Seller Systems”: as set forth in Section 4.17.9.

“Seller Units”: as set forth in Section 4.5.1.

“Software” means any computer software program, together with any error corrections, updates, modifications, or enhancements thereto, in both machine-readable form and human-readable form, including all comments and any procedural code.

“Specified Representations”: as set forth in Section 8.1.

“Subsidiary”: with respect to any Person, (i) any corporation, of which a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote generally in the election of directors 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) any limited liability company, partnership, association, or other business entity, of which a majority of the partnership, company or other similar ownership interest 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. For purposes of this definition, a Person or Persons will be deemed to have a majority ownership interest in a limited liability company, partnership, association, or other business entity if such Person or Persons will be allocated more than 50% of the limited liability company, partnership, association, or other business entity gains or losses, or is or controls the managing partners or general partner of such limited liability company, partnership, association, or other business entity.

“Supplier” means any supplier of goods or services to which Seller paid more than \$10,000 in the aggregate during the twelve (12)-month period ended December 31, 2014 or expects to pay more than \$10,000 in the aggregate during the twelve (12)-month period ended December 31, 2015.

“Tax”: (i) any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, use, ad valorem, value added, margins, transfer, franchise, profits, license, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, or windfall profit tax, withholding on amounts paid to or by any (A) Seller or (B) any of its Affiliates, custom, duty, or other tax, escheat of unclaimed funds or property, governmental fee, or other like assessment or charge of any kind whatsoever, together with any interest, penalty, addition to tax, or additional amount imposed by any Taxing Authority, and (ii) any liability of any (A) Seller or (B) any of its Affiliates for the payment of any amounts as a result of being a party to any Tax Sharing Agreements or with respect to the payment of any amounts of any of the foregoing types as a result of any express or implied obligation to indemnify any other Person.

“Tax Sharing Agreements”: all existing Tax sharing agreements or arrangements (whether oral or written) binding Seller or any of its Affiliates.

“Taxing Authority”: any Governmental Authority responsible for the imposition of any Tax.

“Third Party Claim”: any claim, demand, action, suit, or proceeding made or brought by any Person who or that is not a party to this Agreement.

“Threshold”: as set forth in Section 8.2.2.

DISCLOSURE SCHEDULES

The following Disclosure Schedules (these "*Schedules*") are made and delivered pursuant to the Asset Purchase Agreement, dated as of July 17, 2015, by and among True Frame Partners USA, LLC ("*Purchaser*"), True Frame, LLC ("*Seller*") and Red Mountain Technologies, LLC (the "*Member*") (the "*Purchase Agreement*"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement.

SCHEDULE 4.18.1

Intellectual Property

FILE NUMBER	COUNTRY	STATUS	DATE FILED	APPLICATION NUMBER	MATTER TYPE	TITLE	ENTITY NAME	ENTITY ROLE
10331-002PV1	US	Expired	Sep 19, 2012	61702770	Prov - ORG	Vehicle Inspection Reporting System	TrueFrame, LLC	Client
10331-002US1	US	Pending	Sep 19, 2013	14032156	Utility - NPREG	Vehicle Inspection Reporting System	TrueFrame, LLC	Client

TrueFrame United States Patent and Trademark Office Reg. No. 4,221,920; Registered Oct. 9, 2012; Int. Cl.: 42; SER. NO. 85-562,968, Filed 3-7-12.

ProView United States Patent and Trademark Office Int. Cl.: 42; SER. NO. 86-605, 664; Filed 4-21-15