

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM511448

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
InterviewStream, Inc.		12/08/2016	Corporation:

## RECEIVING PARTY DATA

<b>Name:</b>	RIVS.COM, Inc.
<b>Street Address:</b>	27 N Wacker #135
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Corporation: ILLINOIS

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
<b>Registration Number:</b>	4438438	INTERVIEWSTREAM
<b>Registration Number:</b>	4504851	IVMESSAGE
<b>Registration Number:</b>	4504850	ROLEPLAYPRO

## CORRESPONDENCE DATA

## Fax Number:

*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.*

**Phone:** 2543394742  
**Email:** justin.green@brazos.us.com  
**Correspondent Name:** Justin Green  
**Address Line 1:** 2600 Washington Ave  
**Address Line 4:** Waco, TEXAS 76710

<b>NAME OF SUBMITTER:</b>	Justin Green
<b>SIGNATURE:</b>	/Justin Green/
<b>DATE SIGNED:</b>	02/25/2019

## Total Attachments: 145

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source=RIVS.com\_IS\_Asset Purchase Agreement\_2016.12.08#page2.tif  
source=RIVS.com\_IS\_Asset Purchase Agreement\_2016.12.08#page3.tif

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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is entered into as of the 8th day of December, 2016 (the "Agreement"), by and between InterviewStream, Inc., a Texas corporation ("Seller"), and RIVS.com, Inc., a Delaware corporation ("Buyer").

### RECITALS

Seller owns and operates an online video interviewing business that includes pre-recorded and live video interviewing solutions made available to clients under the name InterviewStream, Inc. (the "Business"). Buyer desires to buy and Seller desires to sell substantially all of the assets of Seller used in the Business.

### AGREEMENT

Buyer and Seller hereby agree as follows:

1.1 Purchase and Sale of Assets. As of the Closing Date as defined in Section 7.2 below, Buyer will purchase and accept delivery of, and Seller will deliver to Buyer, upon and subject to the terms and conditions of this Agreement, all of the following assets of Seller:

- (i) All equipment and any other tangible personal property listed or otherwise described in Exhibit 1.1(i), hereto, or any substitutions or replacements made thereto in the ordinary course of business;
- (ii) All of Seller's right to use of the service mark and trade name "InterviewStream", together with the goodwill of the Business represented by that mark and name, all trademarks and any other intellectual property rights of Seller.
- (iii) All accounts receivable of Seller existing on the Closing Date which have arisen out of or relate to the Business described in Exhibit 1.1(iii);

- (iv) All right, title and interest of Seller in and to the business and customers contracts listed or otherwise described in Exhibit 1.1(iv) hereto; except as provided under Section 4.9;
- (v) The goodwill of the Business and the value of the Business as a going concern, and all records, customer lists, reports and files relating to the Business;
- (vi) All supplies of Seller listed or otherwise described in Exhibit 1.1(vi) hereto;
- (vii) Miscellaneous assets, such as those leases assumed as described on Exhibit 1.1(vii), prepaid expenses, security deposits, prepaid insurance premiums and related insurance policies, as listed or otherwise described in Exhibit 1.1(vii) hereto; and
- (viii) All of Seller's telephone numbers, facsimile numbers, websites, and website codes used by Seller in the Business (collectively, the "Acquired Assets").

For lack of doubt, the Acquired Assets do not include any stock or treasury shares of the Seller.

2.1 Purchase Price. The purchase price shall be the sum of \$4,250,000. The initial net working capital of the Seller as of October 31, 2016 (the "Initial Net Working Capital"), has been determined pursuant to the net working capital formula set forth in Exhibit 2.1 attached hereto (the "Net Working Capital Formula") and is set forth therein. As soon as practical after the Closing Date, the net working capital will be again calculated by the parties, as of the most recent calendar month end to occur immediately prior to the Closing Date, by applying the Net Working Capital Formula (the "Closing Net Working Capital"). Within ninety (90) days after

the Closing Date, the parties will make an adjustment to the Purchase Price for the difference between the Initial Net Working Capital and the Closing Net Working Capital. Any upward or downward adjustment to the Purchase Price based on this net working capital difference shall be accounted for by adjusting the balance due on the Note (as defined below) from Buyer to Seller (the "Adjustment Amount").

2.2 Payment of Purchase Price. The purchase price shall be payable as follows:

- (i) \$1,250,000.00 in cash on the Closing Date;
- (ii) The balance of the purchase price shall be paid on the Closing Date in the form of a promissory note attached as Exhibit 2.2(ii) (the "Note"), which shall be secured by a loan and security agreement in the form of Exhibit 2.2(ii) (the "Loan and Security Agreement"), with payments in the amounts set forth therein. Said balance shall accrue interest at the rate specified in the Loan and Security Agreement. Buyer may prepay the balance on the Note at any time without penalty. Buyer shall execute and deliver to Seller at the closing UCC Financing Statements evidencing such first lien perfected security interests.

2.3 Allocation of Purchase Price. The purchase price shall be allocated among the Acquired Assets as set forth in Exhibit 2.3.

3.1 No Assumption of Liabilities. Buyer does not assume or agree to pay any liabilities of Seller of any kind or nature, or to perform any obligations, contracts or undertakings of Seller except obligations under the contracts listed or otherwise described in Exhibit 3.1 hereto (the "Assumed Liabilities").

3.2 Payment of Liabilities by Seller. Except as specifically set forth in Section 3.1, Seller shall pay in cash, perform in full, and discharge in full, in the ordinary course of business when due (or within any permitted extension period), all obligations and liabilities of Seller relating to or arising out of the Business including, but not limited to, the following:

(a) All accounts payable owed by Seller arising out of the operation of the Business on or before the Closing Date.

(b) All tax liabilities of Seller arising out of the operation of the Business on or before the Closing Date.

(c) All compensation, whether direct or indirect, owed to employees of Seller as of the Closing Date, including, but not limited to, salaries, wages, state, federal or local taxes thereon, or withholding therefrom, accrued sick leave or vacation pay, expense reimbursements, severance pay, medical insurance payments, bonuses, and any other direct or indirect employee compensation owed as of the Closing Date.

3.3 Income and Sales Taxes under this Agreement. Seller and Buyer acknowledge that the terms of this Agreement, including the allocation of the total purchase price among the respective assets to be sold, have been established by arms-length negotiations between them, and that, accordingly, each will file its income tax returns, including IRS Form 8594, and maintain its income tax records in a manner consistent with the terms hereof and will not assert or defend a position in connection with any income tax examination, administrative proceeding or court proceeding which is inconsistent with the terms hereof. Seller and Buyer agree to cooperate with each other to the extent required to comply with all applicable federal and state informational reporting requirements regarding the transactions contemplated hereby, including without limitation, reporting requirements arising out of Section 1060 of the Internal Revenue Code of 1986, as amended.

Seller shall be liable for all sales and use taxes unpaid on the Closing Date from the Business as a result of this Agreement and the sale contemplated hereunder. Notwithstanding



the foregoing, for any Assumed Liabilities as specifically listed on Exhibit 3.1, the parties will work together in good faith to pro rate any such required payments based upon the Closing Date.

3.4 Risk of Loss; Accounting. All risk of loss of the assets to be transferred by Seller to Buyer hereunder shall pass to Buyer at the Closing Date. For tax and accounting purposes, the closing shall be deemed to have taken place on the Closing Date. All earnings and losses attributable to the operations sold pursuant to this Agreement will after that date inure to, or be borne by, Buyer.

3.5 Expenses. Each party will pay its own legal, accounting and other expenses incurred in connection with this Agreement.

4.0 Representations and Warranties of Seller. As a material inducement to Buyer to enter into this Agreement and with the understanding that Buyer will be relying thereon in consummating the purchase contemplated hereunder, Seller represents and warrants as set forth below, subject to any exceptions contained in any exhibit or schedule hereto.

4.1 Organization and Standing. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas and has all requisite corporate power and authority to own its assets and properties and to carry on its business as it is now being conducted.

4.2 Subsidiaries, etc. Seller does not own an equity interest in any corporation, partnership, joint venture or other enterprise of any form or nature.

4.3 Qualification. Seller is duly qualified to engage in business as a foreign corporation in each of the states listed on Exhibit 4.3 and there is no other jurisdiction wherein the character of the properties owned by Seller or the nature of the activities conducted by Seller makes necessary the qualification, licensing or domestication of Seller as a foreign corporation.

4.4 Financial Statements. The financial statements attached to this Agreement as Exhibit 4.4: (i) are prepared in accordance with the books and records of Seller and (ii) present fairly, in all material respects, the financial position of the Seller, as of June 30, 2016 and 2015, and the results of its operations and its cash flows for the years ended in accordance with accounting principles generally accepted in the United States of America ("GAAP"). As used herein the term "Latest Financial Statements" shall mean the financial statements of Seller as of October 31, 2016. As of such date, Seller did not have any liabilities (absolute or contingent) which are not described or reflected in the Latest Financial Statements or any Exhibits hereto, except for executory contracts, and other items not typically reflected on financial statements.

4.5 Capitalization. The authorized capital stock of Seller is accurately reflected in the Latest Financial Statements. All of the issued and outstanding shares of Seller's capital stock have been validly issued and are fully paid and nonassessable. There are no outstanding subscriptions, options, warrants, contracts, calls, commitments or other purchase rights of any nature or character relating to Seller's authorized but unissued stock.

4.6 Ownership of Seller. The following entities (the "Shareholders") in the aggregate own all the issued and outstanding shares of the capital stock of Seller.

Brazos Asset Corp.

Brazos Education Foundation, Inc.

4.7 No Defaults. Each of the leases, contracts, agreements and insurance policies listed in the Exhibits are in full force and effect as of the date hereof with, to the Seller's knowledge, no material defaults existing thereunder.

4.8 Customer List. Exhibit 1.1(iv) contains a complete and accurate list of all customer agreements of the Business.

4.9 Consents. To the extent required under a customer agreement, Seller has obtained, or will have obtained, the written consent from all of its customers to assign all customer agreements to Buyer as of the Closing Date, except as listed on Exhibit 1.1(iv). Seller shall use commercially reasonable efforts from and after the Closing Date to obtain any remaining consents to assign the customer agreements listed on Exhibit 1.1(iv) as promptly as practicable following the Closing Date unless Buyer in its sole discretion notifies Seller in writing that any such consents are not necessary. Buyer shall use its commercially reasonable efforts to cooperate with Seller in obtaining such consents.

If any necessary consent for any customer agreements listed on Exhibit 1.1(iv) is not obtained by Seller within nine months after the Closing Date (except with respect to any failure to obtain a consent because a customer elects to terminate or not to renew its customer agreement or such customer enters into a separate customer agreement directly with the Buyer, in each such case, no credit set forth herein shall apply), the parties agree that the Buyer shall receive a credit against the outstanding principal balance of the Note as provided in Section 2.8 of the Loan and Security Agreement by an amount equal to the 1.6 times the remaining value of such customer agreement, commencing from the Closing Date, as set forth on Exhibit 1.1(iv).

If any of the property or rights included in customer agreements listed on Exhibit 1.1(iv) are not assignable or transferable either by virtue of the provisions thereof or under applicable legal requirements without the consent of the customer, and any such consent is not obtained prior to the Closing Date, this Agreement shall not constitute an assignment or transfer thereof. If the consent to transfer any such property or rights is subsequently obtained after the Closing Date, such property or rights shall at that point be deemed to be an Acquired Asset and shall be deemed to be assigned and transferred to Buyer. Without limiting the foregoing, in respect of

any customer agreement that cannot be assigned or transferred as contemplated by this Section, Buyer shall provide services under such customer contract for the remainder of the then-current contract term.

4.10 Accounts Receivable. The accounts receivable of Seller represent valid and enforceable obligations due Seller and, except to the extent of the reserve set forth in the Latest Financial Statements, if any, shall be collectible by Seller in the ordinary course of business. Seller has not received any notice of counterclaim or set-off with respect to such accounts receivable.

4.11 Taxes. Seller has filed all income, excise, corporate franchise, property, payroll, unemployment, and other tax returns or reports required to be filed by it, as of the date hereof, by the United States of America and any state or other political subdivision hereof and has paid all taxes or assessments that are due (or has properly filed extensions and will pay such amounts within such extension period), including all state and federal sales, withholding and employment taxes, relating to the time periods covered by such returns or reports. The amounts set up as provisions for taxes in the Latest Financial Statements, if any, are sufficient for the payment of all unpaid federal, foreign, state or local taxes of Seller accrued for or applicable to all periods ended on or prior to the date of this Agreement, or which may subsequently be determined to be owing by Seller with respect to all periods ending on or prior to the Closing Date. There are no present disputes as to taxes of any nature payable by Seller.

4.12 No Action, Proceeding, etc. There is no action or proceeding (whether or not purportedly on behalf of Seller) pending or threatened against Seller, nor to the Seller's knowledge does there exist any basis therefor, which might result in any material adverse change in the condition, financial or otherwise, of Seller's business or assets. No order, writ or

injunction or decree has been issued by, or requested of, any court or governmental agency which does or may result in any material adverse change in Seller's assets or properties or in the financial condition of Seller or its business. Seller is not liable for damages to any employee or former employee as a result of any violation of any state or federal laws directly or indirectly relating to such employee or former employee.

4.13 OSHA Violations; Workers' Compensation; Legal Compliance. To its knowledge, Seller is not operating its business in violation of the federal Occupational Safety and Health Act of 1970, or the regulations promulgated thereunder. To its knowledge, Seller is not, and will not become, liable for any retroactive workers' compensation insurance premiums relating to the period of time prior to the date of this Agreement. To its knowledge, Seller is not operating its business in violation of any applicable state, federal or municipal laws, regulations or ordinances.

4.14 Post Balance Sheet Changes. From June 30, 2016 through the date of this Agreement, Seller has not (a) bought, redeemed or entered into any agreements, commitments or obligations to buy or redeem any shares of its capital stock; (b) incurred any obligation or liability (absolute or contingent), other than current liabilities incurred, and obligations under contracts entered into, in the ordinary course of business and the line of credit reflected in the Latest Financial Statements; (c) discharged or satisfied any lien or encumbrance or paid any obligation or liability (absolute or contingent), other than current liabilities incurred in the ordinary course of business; (d) mortgaged, pledged or subjected to lien, charge or other encumbrance any of its assets, other than the lien of current or real property taxes not yet due and payable; (e) waived any rights of substantial value, whether or not in the ordinary course of business; (f) suffered any damage, destruction or loss, whether or not covered by insurance,

materially and adversely affecting its assets or its business; (g) made or suffered any amendment or termination of any material contract or any agreement which adversely affects its business; (h) received notice or had knowledge of any labor trouble other than routine grievance matters, none of which is material; (i) increased the salaries or other compensation of any of its directors, officers or employees or made any increase in other benefits to which employees may be entitled other than customary increases in the ordinary course of business, including reasonable merit increases and reasonable promotions; (j) sold, transferred or otherwise disposed of any of its assets, other than in the ordinary course of business; (k) declared or made any distribution or payments to any of its shareholders, officers or employees, other than wages and salaries made to employees, administration fees, rent and debt service, each made in the ordinary course of business; (l) revalued any of its assets; or (m) entered into any transactions not in the ordinary course of business.

4.15 No Breaches, etc. Seller is not in violation of, and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby do not and will not result in any breach of, any of the terms or conditions of any mortgage, bond, indenture, agreement, contract, license or other instrument or obligation to which Seller is a party or by which its assets are bound, nor will they violate any statute, regulation, judgment, writ, injunction or decree of any court, threatened or entered in a proceeding or action in which Seller is, was or may be bound or to which any of its assets are subject.

4.16 Condition of Seller's Assets. All of Seller's assets are currently in good and usable condition and to the Seller's knowledge there are no defects or other conditions adversely affecting the operation or values of such assets. Such assets and the other properties being leased

by Seller pursuant to the leases described on Exhibit 1.1(vii) constitute all of the assets being utilized by Seller in the conduct of its business.

4.17 Changes in Vendors and Customers. Except as provided in Exhibit 4.17, Seller is not aware of any fact which indicates that any of the vendors providing services to Seller intend to cease providing such services to Seller nor is Seller aware of any act which indicates that any of the customers of Seller intends to terminate its business relations with Seller. Since the June 30, 2016 income statement, Seller represents and warrants that annualized GAAP revenue has not decreased by more than 5%.

4.18 No Liens or Encumbrances. On the Closing Date, Seller shall have good and marketable title to all of the property and assets, tangible and intangible, employed in the operation of its business, free of any mortgages, security interests, pledges, easements or encumbrances of any kind whatsoever except for such property and assets as may be leased by Seller pursuant to leases described on Exhibit 1.1(vii).

4.19 Current Employees. Seller acknowledges that its existing CEO will continue to be employed with Seller (or an affiliate of the Seller) after the Closing Date, and that Seller agrees to have said CEO provide reasonable assistance to Buyer with the transition of the Business during Seller's normal business hours of operation for a period of ninety (90) days following the Closing Date, not to exceed 20 hour per week. Such assistance shall include, with respect to vendors of the Seller, cooperation with Buyer in good faith on (a) the transition of any vendor agreements being assigned to Buyer; and (b) the termination of any vendors that Seller does not intend to continue to do business with after the Closing Date. Seller agrees to have a confidentiality agreement in place with its CEO to protect any confidential information that Seller's CEO obtains with respect to Buyer's business operations. Seller acknowledges that

Buyer is under no obligation to offer employment to any employees whom are not listed on Exhibit 4.19 attached hereto.

4.20 Obligations and Liabilities. Seller is not subject to any material indebtedness, claim, obligation, responsibility or liability of any kind or nature whatsoever, absolute or contingent, known or unknown, choate or inchoate, liquidated or unliquidated, secured or unsecured, or otherwise, except as described in this Agreement and the Exhibits hereto (including the Latest Financial Statements).

4.21 Performance of Obligations. Seller has in all respects performed all material obligations required to be performed by it to date and is not in default in any respect under any material contract, agreement, lease or other instrument to which it is a party or by which it is bound. True and correct copies of all documents described in any Exhibit attached hereto have heretofore been delivered or made available to Buyer or will be made available upon request.

4.22 Major Transactions. Seller has not merged or consolidated with or into or acquired any other corporation, or sold or otherwise disposed of any of its assets except for the sale or disposition of used assets in the ordinary course of business. There has been no sale or disposition of any asset within the past two years to any person or entity affiliated with, related to, or controlled by Seller.

4.23 Collective Bargaining Agreements. Seller is not a party to any collective bargaining or other labor agreement with any party on behalf of its employees, and no petition has been filed for recognition by any collective bargaining agent on behalf of Seller's employees.

4.24 ERISA. Seller is not, and never has been, a party to any pension, retirement, profit-sharing, bonus or other benefit plan except as set forth in Exhibit 4.24. All contributions required to be made to any such plan have been made and Seller has delivered to Buyer a copy of



the most recent actuarial or other report dealing with the plan or plans. No excise tax is due or owing from Seller with respect to any prohibited transactions relating to the plan and no amount is due to the Pension Benefit Guarantee Corporation for any reason or to any multi-employer plan on account of any withdrawal therefrom.

4.25 Full Disclosure. All factual information including, without limitation, all financial statements, documents and papers furnished by or on behalf of the Seller to the Buyer for purposes of or in connection with this Agreement are true and accurate in all material respects on the date as of which such information is furnished.

5.1 Conduct of Business. From the Date hereof through the Closing Date, unless and until Buyer otherwise consents in writing, Seller will conduct its business diligently in substantially the same manner as heretofore conducted, and will use its best efforts to preserve said business, to keep available to Buyer all of its present employees, and to preserve for Buyer Seller's relationships with vendors, customers and others having business relations with it.

5.2 Negative Covenants. From the Date hereof through the Closing Date, unless and until Buyer otherwise consents in writing, Seller will not (a) incur any obligations or liabilities (absolute or contingent) other than current liabilities incurred and obligations under contracts entered into in the ordinary course of business; (b) mortgage, pledge or voluntarily subject to lien, charge or other encumbrance any assets, tangible or intangible, other than the lien of current property taxes not due and payable; (c) sell, assign or transfer any of its assets or cancel any debts or claims, other than in the ordinary course of business; (d) waive any right of any substantial value; (e) declare or make any payment or distribution to shareholders or purchase or redeem any shares of its capital stock; (f) grant any increase in the salary or other compensation of any of its directors, officers, or employees or make any increase in any benefits to which such

employees might be entitled; (g) institute any bonus, benefit, profit sharing, stock option, pension, retirement plan or similar arrangement, or make any changes in any such plans or arrangements presently existing; or (h) enter into any transactions or series of transactions other than in the ordinary course of business.

5.3 Access to Books and Records, Premises, etc. From the date of this Agreement through the Closing Date, Seller grants Buyer and its authorized representatives access to the books and records, premises, employees and customers of Seller upon request to the Seller's CEO during reasonable business hours for purposes of enabling Buyer to fully investigate the business of Seller.

Any such information will be treated as confidential and Buyer will take steps necessary to see to it that the information gained by it is restricted to those of its employees that need to have the information in order to carry out the transactions contemplated by this Agreement. In the event that the sale is not completed, Buyer will return to Seller any documents acquired by it from Seller, together with all copies thereof.

6.0 Representations and Warranties of Buyer. As a material inducement to Seller to enter into this Agreement and to consummate the purchase and sale contemplated hereunder, Buyer hereby represents and warrants as follows:

6.1 Organization and Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

6.2 Corporate Authorization. The execution, delivery and performance of this Agreement by Buyer have been duly authorized by proper corporate action of Buyer and are

within its corporate powers. This Agreement constitutes the legal, valid and binding obligations of Buyer and is enforceable against Buyer in accordance with its terms.

6.3 Default. The execution and delivery of this Agreement and compliance with the terms hereof by Buyer will not conflict with, or result in the breach of, the terms, conditions or provisions of, or constitute a default under, or result in the creation of any liabilities upon any of the assets or properties of Buyer pursuant to any corporate charter, bylaw, indenture, mortgage, lease, agreement or other instrument to which Buyer is a party or by which it is bound.

7.1 General Closing Procedure. At the Closing each party shall deliver such documents, instruments and materials as may be reasonably required in order to effectuate the intent and provisions of this Agreement, and all such documents, instruments and materials shall be satisfactory in form and substance to counsel for the other parties.

7.2 Time and Place of Closing. The Closing shall take place at the offices of the Seller, 2612 Washington Avenue, Waco, Texas 76710, at 9:00, A.M., CST, on December 14, 2016, or at such other time and place as shall be mutually acceptable to Buyer and Seller (the "Closing Date").

7.3 Conditions to Obligation of Buyer. The obligation of Buyer to complete the purchase in accordance with the terms set forth in this Agreement is subject to the satisfaction (or waiver by Buyer) of each of the following conditions:

(a) Accuracy of Representations and Warranties. The representations and warranties made by Seller in this Agreement shall be correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date.

(b) Compliance with Covenants. All covenants which Seller is required to perform or comply with on or before the Closing Date shall have been fully complied with or performed in all material respects.

(c) Approval of Actions, Etc. All actions, proceedings, instruments and documents required to carry out this Agreement by Seller, or incidental thereto, and all other related legal matters shall have been approved by counsel for Buyer.

(d) Employment Contract. Each of the key former employees of Seller, as determined by Buyer and set forth on Exhibit 4.19 attached hereto, shall have entered into an employment contract in the identical form of the attached Exhibit 7(d) with Buyer pursuant to which he or she shall agree to render services to the Buyer for the time period and for the considerations specified in such employment contracts, and shall agree to comply with certain non-competition covenants and other covenants set forth therein.

(e) Delivery of Closing Documents. Seller shall have delivered to Buyer each of the closing items listed in Section 7.5(b), and such items shall be satisfactory in form to Buyer.

(f) No Litigation. No action, suit or proceeding before any court or governmental body or authority, pertaining to the transactions contemplated by this Agreement, shall have been instituted or threatened on or before the Closing Date.

7.4 Conditions to Obligation of Sellers. The obligation of Seller hereunder to complete the sale on the Closing Date on the terms set forth in this Agreement is, at the option of Seller, subject to the satisfaction (or waiver by Seller) of each of the following conditions:

(a) Accuracy of Representations and Warranties. The representations and warranties made by Buyer in this Agreement and the Loan and Security shall be correct in all

material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date.

(b) Compliance with Covenants. All covenants which Buyer is required to perform or comply with on or before the Closing Date shall have been fully complied with or performed in all material respects.

(c) Approval of Actions, Etc. All actions, proceedings, instruments and documents required to carry out this Agreement by Buyer, or incidental thereto, and all other related legal matters shall have been approved by counsel for Seller.

(d) Loan and Security Agreement. The conditions precedent set forth in the Loan and Security Agreement shall be satisfied as determined by the Seller.

(e) Delivery of Closing Documents. Buyer shall have delivered to Seller each of the closing items listed in Section 7.5(a), and such items shall be satisfactory in form to Seller.

7.5 Specific Items to be Delivered at the Closing. Without limiting the scope of Section 8.1 of this Agreement, the parties shall deliver the following items to the appropriate party at the closing of the transactions contemplated by this Agreement:

- (a) To be delivered by Buyer:
  - (i) Immediate available funds in the aggregate amount of \$1,250,000.00 payable as follows: wire transfer or cashier's check;
  - (ii) The Note and the Loan and Security Agreement in the form of Exhibit 2.2(ii);
  - (iii) Certified copy of corporate resolutions authorizing the execution of this Agreement, the Note, the Loan and Security Agreement and the consummation by Buyer of the transactions contemplated by this Agreement and the Note, the Loan and Security Agreement;
  - (iv) Certificate of the duly authorized officer of Buyer confirming the accuracy, as of the Closing Date, of the representations and warranties set

forth in Sections 6.1 through 6.4 and the representations and warranties set forth in the Loan and Security Agreement.

- (b) To be delivered by Seller:
  - (i) Certificate of Seller confirming the accuracy, as of the Closing Date, of the representations and warranties set forth in Sections 4.1 through 4.25;
  - (ii) Non-competition, Non-Solicitation and Non-disclosure Agreements in the form of Exhibit 7.5(b)(ii) executed by Seller and Shareholder;
  - (iii) Bill of Sale and Assignment of tangible assets and customer agreements in the form of Exhibit 7.5(b)(iii); and
  - (iv) UCC-3 financing statements and releases as are necessary or reasonable to terminate and remove of record any documents constituting public notice of the security interest in the assets transferred under this Agreement.

8.1 Survival. Except as provided in Section 9 and as set forth in the Note and the Loan and Security Agreement, the respective representations and warranties of Seller and Buyer contained herein or in any certificate or instrument delivered by or on behalf of such party pursuant to this Agreement shall survive the Closing for a period of eighteen (18) months and thereafter shall expire and terminate except as to claims, notice of which has been given on or before such termination date.

9.1 Indemnification.

(a) Subject to the overall limitations, the minimum amounts and the time limitations set forth in Sections 8.1 and 9.1 hereto, Seller ("Indemnifying Party") will indemnify and hold Buyer ("Indemnified Party") harmless from and with respect to any and all claims, lawsuits, liabilities, losses, damages, costs and expenses, including without limitation the reasonable fees and disbursements of counsel and all amounts reasonably paid in investigation, defense or settlement of any of the foregoing (collectively, "Damages") arising out of any material inaccuracies in any representation

or warranty or material breach of any covenant made by Seller in this Agreement; and Buyer ("Indemnifying Party") will indemnify and hold Seller ("Indemnified Party") harmless from and with respect to any and all Damages arising out of any material inaccuracies in any representation or warranty or material breach of any covenant made by Buyer in this Agreement. For purposes of indemnification pursuant to this Section, the term "Indemnified Party" shall mean Buyer or Seller, as the case may be, and its or their permitted successors and assigns, together with its or their respective shareholders, directors, officers, employees agents and representatives.

(b) Third Party Claims. In the event that Indemnified Party desires to make a claim against Indemnifying Party under Section 9(a) above in connection with any action, suit, proceeding or demand at any time instituted against or made upon Indemnified Party by any third party for which Indemnified Party may seek indemnification hereunder (a "Third Party Claim"), Indemnified Party shall promptly notify Indemnifying Party of such Third Party Claim and of Indemnified Party's claim of indemnification with respect thereto. Indemnifying Party shall have thirty (30) days after receipt of such notice to notify Indemnified Party if it has elected to assume the defense of such Third Party Claim, provided, that Indemnified Party shall in any event be entitled to take such actions as are reasonably necessary to avoid prejudicing Indemnified Party's rights with respect to such Third Party Claim during such 30-day period while it awaits notice from Indemnifying Party. Once Indemnifying Party elects to assume the defense of such Third Party Claim, Indemnifying Party shall be entitled at its own expense to conduct and control the defense and settlement of such Third Party Claim through counsel of its own choosing; provided that Indemnified Party may participate in the defense of such Third

Party Claim with its own counsel at its own expense. If Indemnifying Party fails to notify Indemnified Party within thirty (30) days after receipt of Indemnified Party's notice of a Third Party Claim, Indemnified Party shall be entitled to assume the defense of such Third Party Claim at the expense of Indemnifying Party, provided, that Indemnified Party may not settle any Third Party Claim without Indemnifying Party's consent (such consent not to be unreasonably withheld). The Indemnified Party shall cooperate in all reasonable respects with the Indemnifying Party and its attorneys in the investigation and defense of such Third Party Claims.

(c) Limitations of Liability. (i) Indemnifying Party shall not be required to indemnify Indemnified Party hereunder for any Damages arising under this Agreement, except to the extent that the aggregate amount of Damages for which Indemnified Party is entitled to indemnification pursuant to this Section 9 hereto exceeds \$5,000.00 (it being understood and agreed that the \$5,000.00 amount is intended as a deductible, and Indemnifying Party shall not be liable for the first \$5,000.00 of Damages for which Indemnified Party is entitled to indemnification).

(d) The aggregate amounts payable by Indemnifying Party with respect to all claims for indemnification shall not exceed the sum of \$1,250,000.00 and the amount of principal actually received by the Seller as payment under the Loan and Security Agreement.

(e) No action of claim for damages pursuant to this Section shall be brought or asserted after the date eighteen (18) months from the Closing Date (the "Liability Termination Date").



(f) Scope of Seller's Liability. Buyer acknowledges and agrees that its sole remedy against Seller for any matter arising out of the transactions contemplated by this Agreement is set forth in Section 9 and that, except to the extent Buyer has asserted a claim for indemnification prior to the applicable Liability Termination Date, Buyer shall have no remedy against Seller for any breach of any provision of this Agreement. In no event shall Seller have any liability for Damages arising from the conduct of Buyer relating to the Business after the Closing Date. Notwithstanding the foregoing, nothing in this Section 9.1(f) shall prevent a party from enforcing the purchase and sale of the assets in accordance with the terms of this Agreement or, alternatively, seeking damage for failure to complete such sale.

(g) The Buyer acknowledges that it has had the opportunity to conduct due diligence and investigation with respect to the Seller and the Business, and in no event shall the Seller have any liability to the Buyer with respect to a breach of representation, warranty or covenant under this Agreement to the extent that the Buyer knew or should have known (without the necessity of Buyer having to consult with professionals and only knowledge that one exercising reasonable diligence should have) of such breach as of the Closing Date.

11.1 Binding Effect and Governing Law. This Agreement shall be binding upon and inure to the benefit of and be enforceable against the parties hereto and their respective successors and assigns and shall in all respects be governed by, and enforced and interpreted in accordance with, the laws of the State of Delaware.

11.2 Notices. All notices, consents, requests, instructions or other communications provided for herein shall be deemed validly given, made and served in writing and delivered

personally or sent by certified or registered mail, postage prepaid, and, pending the designation of another address, addressed as follows:

If to Seller: InterviewStream, Inc.  
Attn: Ricky Turman  
  
2600 Washington Avenue  
Waco, Texas 76710

If to Buyer: RIVS.com, Inc.  
Attn: Phillip Leslie  
112 S Sangamon St Suite 400  
Chicago, IL 60607

with a copy to: Roberts & Eddy, P.C.  
Attn: Brian C. Eddy  
2349 Jamestown Ave., Suite #4  
Independence, IA 50644

11.3 Entire Agreement and Counterparts. This Agreement, the Mutual Nondisclosure and Confidentiality Agreement dated August 10, 2016 (the "Confidentiality Agreement"), the Note, the Loan and Security Agreement and exhibits attached hereto, and any schedules delivered pursuant to the provisions hereof, set forth the entire agreement between Seller and Buyer, superseding in all respects any and all prior oral or written agreements or understandings between them pertaining to the transactions contemplated by this Agreement, including without limitation, that certain letter of intent, dated September 19, 2016. This Agreement shall be amended or modified only by written instrument signed by Seller and Buyer. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement.

11.4 Risk of Loss. The risk of loss until the closing of this transaction shall remain with Seller, and Seller shall continue in force any all fire, casualty, theft or other insurance

policies relating to its business, assets and properties. In the event of any destruction, damage to or theft of any such assets prior to Closing Date, Buyer shall have the right to, in the event that the loss resulting from such destruction, damage or theft is in excess of the sum of \$25,000, elect not to proceed with the purchase contemplated by this Agreement.

11.5 Headings. Section and article headings used in this Agreement have no legal significance and are used solely for convenience of reference.

11.6 Brokerage. Seller represents and warrants that Carriage Hill (the "Broker") has been involved in the negotiations relative to the purchase and sale contemplated by this Agreement, and Seller agrees to pay the Broker all broker fees and costs. Seller agrees to indemnify and hold the Buyer party harmless from and against any other claims which may be asserted by any broker or agent claiming to have been retained by the Seller.

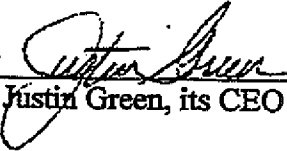
11.7 Publicity. All notices to third parties and other publicity relating to the matters contemplated by this Agreement shall be jointly planned and coordinated between Seller and Buyers, and no party shall unilaterally release such notices or publicity without the prior written approval of the other party.

11.8 Confidentiality. The parties acknowledge that the Buyer and the Seller have previously executed the Confidentiality Agreement, which will continue in full force and effect in accordance with its respective terms.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed  
by their duly authorized representatives as of the day and year first written above.

SELLER

INTERVIEWSTREAM, INC.

By   
Justin Green, its CEO

BUYER

RIVS.COM, INC.

By   
Phillip Leslie, its CEO

## Disclosure Schedule

Reference is made to the Asset Purchase Agreement dated as of December 8, 2016, by and between InterviewStream, Inc. a corporation (the "Seller") and RIVS.com, Inc. (the "Buyer"). Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.

This Disclosure Schedule is qualified in its entirety by reference to specific provisions of the Agreement, and is not intended to constitute, and shall not be construed as constituting, representations or warranties of Seller except as and to the extent provided in the Agreement. Inclusion of information herein shall not be construed as an admission that such information is material to the operations or financial condition of the Seller.

Any matter disclosed in one provision, sub-provision, section or sub-section hereof is deemed disclosed for all purposes of this Disclosure Schedule to the extent the Agreement requires such disclosure.

Headings have been inserted on the sections of the Disclosure Schedule for convenience of reference only and shall to no extent have the effect of amending or changing the express description of the Sections as set forth in the Agreement.

The information contained herein is in all events subject to the Confidentiality Agreement.

**Exhibit 1.1(i)**  
**Equipment and other Tangible Personal Property**

<b>Description</b>	<b>Location</b>	<b>Quantity</b>
Dell Latitude E5530 Laptop	Waco Office	1
Dell Optiplex 3010 Desktop	Waco Office	1
Dell Latitude E6430 Laptop	Waco Office	1
Dell Latitude E5530 Laptop	Waco Office	1
Dell Latitude E5430 Laptop	Waco Office Storage	1
Dell Latitude E5530 Laptop	Waco Office	1
Dell Latitude E5530 Laptop	Waco Office	1
Dell Latitude E5530 Laptop	Waco Office	1
Apple MacBook Pro Laptop	Remote	1
Dell Latitude E6530 Laptop	Waco Office	1
Dell XPS 12 Laptop	Waco Office	1
Dell Optiplex 3010 Desktop	Waco Office	1
Dell Optiplex 3010 Desktop	Waco Office	1
Dell Latitude E5530 Laptop	Waco Office	1
Dell Latitude E6530 Laptop	Remote	1
HP Pavilion DM4 Laptop	Remote	1
Sony Vaio Laptop Laptop	Remote	1
Apple MacBook Air Laptop	Remote	1
Apple MacBook Pro Laptop	Waco Office	1
Dell Optiplex 3010 Desktop	Waco Office	1
Dell Optiplex 3010 Desktop	Waco Office	1
Dell Optiplex 3010 Desktop	Waco Office	1
Dell Optiplex 3010 Desktop	Waco Office	1
HP ProBook 4540s Laptop	Waco Office Storage	1
HP ProBook 4540s Laptop	Waco Office Storage	1
HP ProBook 4540s Laptop	Waco Office Storage	1
HP ProBook 4540s Laptop	Waco Office Storage	1
HP ProBook 4540s Laptop	Waco Office Storage	1
HP Pavilion DM4 Laptop	Waco Office Storage	1
Dell Latitude E5530 Laptop	Waco Office	1
Dell Latitude E5530 Laptop	Waco Office Storage	1
Dell Latitude E6430 Laptop	Remote	1
Dell Latitude E6430 Laptop	Waco Office Storage	1
Dell Optiplex 3010 Desktop	Waco Office	1
Dell Optiplex 3010 Desktop	Waco Office	1
Dell Optiplex 3010 Desktop	Waco Office	1
Dell Latitude E5530 Laptop	Waco Office	1
Dell Latitude E5530 Laptop	Waco Office	1

**Exhibit 1.1(i) (Continued)**  
**Equipment and other Tangible Personal Property**

<b>Description</b>	<b>Location</b>	<b>Quantity</b>
Dell Latitude E5530 Laptop	Waco Office	1
Dell Optiplex 3010 Desktop	Waco Office	1
Dell Optiplex 3010 Desktop	Waco Office	1
Dell Latitude E5530 Laptop	Waco Office	1
Dell Optiplex 3010 Desktop	Waco Office	1
Dell Latitude E5530 Laptop	Remote	1
Dell Latitude E5530 Laptop	Remote	1
Dell Optiplex 3010 Desktop	Waco Office Storage	1
Dell Latitude E5530 Laptop	Waco Office Storage	1
Cisco 2960-S 48 switch	Waco Office	2
Cisco 2960-S 24 switch	Waco Office	1
Cisco 3900 Series router	Waco Office	1
Cisco ASA 5512-X firewall	Waco Office	1
Wireless office router	Waco Office	1
White desks	Waco Office	20
Black desk chairs	Waco Office	27
Credenza filing cabinets	Waco Office	9
NEC Phones	Waco Office	26
ASUS computer monitors	Waco Office	25
Dell computer monitors	Waco Office	25
NEC computer monitors	Waco Office	3
HP Officejet 8600Plus printers	Waco Office	5
Conference Room Phones	Waco Office	1
Infocus in-ceiling projector	Waco Office	1
Conference room chairs	Waco Office	17
RCA TV & Stand	Waco Office	1
Shredder	Waco Office	1
Filing cabinets	Waco Office	2
Copystar CS 3050ci copier	Waco Office	1
Follet ice & water machine	Waco Office	1
Samsung tablet	Waco Office	1
Microsoft tablet	Waco Office	1
Apple iPad	Waco Office	1
Sonos speaker system	Waco Office	1
White boards	Waco Office	10
10' x 10' trade show booth	Waco Office	1
Trade show televisions with cases	Waco Office	2
Tabletop trade show display	Waco Office	1

**Exhibit 1.1(iii)**  
**Accounts Receivable**

<u>Customer</u>	<u>Account Receivable Balance</u>
ALLEGIANT TRAVEL COMPANY( monthly)	\$ 998.00
ALLIANCE ABROAD GROUP	5,116.80
AlmaLaurea srl (monthly)	1,950.00
AMERICAN NATIONAL UNIVERSITY	2,430.00
ANADARKO PETROLEUM CORP	6,390.67
ASURION, LLC (Monthly)	599.00
Board of Regent on behalf of Georgia Sta	3,240.00
BURNS & MCDONNELL	10,163.00
ButterfassPepe Group (pay monthly)	200.00
CABRINI COLLEGE	1,995.00
California State University - Dominguez	2,800.00
CALIFORNIA STATE UNIVERSITY, CHICO CAREE	3,500.00
Capella University	2,800.00
CAPITAL GROUP	900.00
CARDINAL GROUP MANAGEMENT	2,800.00
Career LIFE Academy	2,050.00
CAREER OYSTER	999.00
CARLETON UNIVERSITY	3,795.00
Cedar Crest College	1,500.00
CENTENNIAL COLLEGE - CAREER SERVICES	3,295.00
CGI Technologies and Solutions, Inc.	5,500.00
CHARLES DARWIN UNIVERSITY	4,000.00
CIMB INVESTMENT BANK BERHAD (Bi-Yrly)	7,200.00
COLLEGE OF HOLY CROSS	1,816.00
COOPER FUTURES (monthly)	655.47
COWBOY BAIL BONDS	1,918.80
CRAVEN COMMUNITY COLLEGE	2,050.00
Curtin University	6,750.00
Dell, Inc. (Monthly)	17,056.00
DREW UNIVERSITY	1,500.00
DUQUESNE LIGHT	1,926.00
EMPORIA STATE UNIVERSITY	2,495.00
eSearchPro, Inc. (monthly)	624.94
EXECUTIVE TALENT FINDERS(monthly)	1,500.00
FIRST NATIONAL BANK OF OMAHA	1,500.00
Foothill Workforce Investment Board	4,000.00
FORSYTHES RECRUITMENT (Monthly)	7,188.00
HERSHEY ENTERTAINMENT & RESORTS	7,950.00
HOLLISTER INCORPORATED	3,600.00
INTERSTATES	200.00
IPADE Business School	2,800.00
IREX	600.00
IRON HILL BREWERY	1,500.00
JOHN WOOD COMMUNITY COLLEGE	1,620.00
Johnson & Johnson Services, Inc.(special	25,065.00



**Exhibit 1.1(iii)**  
**Accounts Receivable**

<b>Customer</b>	<b>Account Receivable Balance</b>
Kent State University	2,800.00
LA SIERRA UNIVERSITY	1,000.00
LAMAR UNIVERSITY	2,640.00
LSU SHREVEPORT	1,620.00
LUCAS GROUP (monthly)	399.00
MAGOTTEAUX, INC.	1,975.50
MANAGEMENT LEADERSHIP FOR TOMORROW	1,800.00
MANHATTAN ASSOCIATES (Monthly)	5,998.00
MERIDIAN HEALTH SYSTEM, INC.	7,188.00
MERRITT COLLEGE	1,260.00
Methodist College	1,100.00
Metropolitan State University	1,500.00
MONTGOMERY COUNTY DEPARTMENT OF JOB AND	9,500.00
NATIVIDAD MEDICAL CENTER	1,800.00
NAVISTAR	5,000.00
NEW YORK STATE DEPARTMENT OF LABOR,	12,000.00
NORTHROP GRUMMAN CORPORATION	6,653.00
Northwestern University, Kellogg School	1,200.00
NUTUTORING	1,584.00
OREGON DEPARTMENT OF EDUCATION	400.00
OREGON DEPARTMENT OF TRANSPORTATION	2,625.00
Oregon State University	2,800.00
PEOPLEFUSION	174.00
PEYTON RESOURCE GROUP (Quarterly)	2,165.00
Pinnacle	3,000.00
PINNACLE SEARCH (monthly)	90.00
POWERTRAIN, INC.	15,000.00
RAYTHEON COMPANY	15,000.00
Region 10 IowaWorks	4,300.00
REKRUITERS	3,198.00
REYNOLDS CONSUMER PRODUCTS LLC	5,400.00
ROTTERDAM SCHOOL OF MANAGEMENT	500.00
SAFEbuilt (pay monthly)	300.00
SAINT GEORGE'S UNIVERSITY LIMITED	1,584.00
SELECT COMFORT CORPORATION (monthly)	2,700.00
SENTARA HEALTHCARE	5,000.00
SIMMONS COLLEGE	2,400.00
SMART TALENT GROUP	200.00
Sodexo (bill monthly)	5,020.00
Southern Illinois University	1,600.00
SOUTHERN UNIVERSITY AND A&M COLLEGE	2,100.00
St. Edward's University	1,500.00
ST. JOSEPH'S COLLEGE, NEW YORK	995.00
STAFF ICONS LLC (monthly)	150.00

**Exhibit 1.1(iii)**  
**Accounts Receivable**

<b>Customer</b>	<b>Account Receivable Balance</b>
STUDY SPARKZ (monthly)	264.00
SUMMIT SOURCING GROUP (monthly)	1,050.00
SUNY POTSDAM - EXPERIENTIAL EDUCATION	1,995.00
SYRACUSE UNIVERSITY SCHOOL OF INFORMATIO	1,350.00
TDM & ASSOCIATES	2,000.00
TEXAS LIBRARY ASSOCIATION	200.00
The Board of Trustees of Illinois State	2,800.00
THE DUFRESNE GROUP (monthly pay)	499.00
THE FU FOUNDATION SCHOOL OF EDUCATION AN	5,220.00
The Hershey Company (Monthly)	15,000.00
The HR Source	2,000.00
The MBA Exchange, Ltd.	6,325.00
THE REGENTS OF THE UNIVERSITY OF CALIFOR	2,400.00
UH DOWNTOWN, COLLEGE OF BUSINESS CAREER	2,300.00
UNC Kenan-Flagler EMBA Program	2,800.00
University at Buffalo	2,800.00
University of Baltimore	1,500.00
UNIVERSITY OF CALIFORNIA - OFFICE OF PRE	10,392.00
University of California - San Diego Rad	1,800.00
UNIVERSITY OF CENTRAL FLORIDA, ROSEN	1,584.00
UNIVERSITY OF ILLINOIS AT CHICAGO	3,545.00
University of Louisiana at Monroe	1,800.00
University of Manitoba - Faculty of Medi	1,500.00
UNIVERSITY OF MINNESOTA MEDICAL SCHOOL	1,500.00
UNIVERSITY OF MISSOURI	4,428.00
University of Nebraska - Lincoln	2,300.00
University of North Carolina - Wilmingto	2,800.00
University of Technology	4,000.00
University of Texas at San Antonio	2,800.00
University of Virginia Darden School of	2,400.00
Utah Valley University	2,800.00
Valparaiso University	1,500.00
VANDERBILT UNIVERSITY	8,193.75
VICTORIA UNIVERSITY	4,000.00
WAUKESHA COUNTY WORKFORCE DEVELOP	6,595.00
WEST PIEDMONT WORKFORCE INVESTMENT	3,800.00
WILLIAM JESSUP UNIVERSITY	500.00
WORKFORCE EMPLOYMENT S(monthly)	264.00
WORKSMART STAFFING	1,584.00
York University Schulich School of Busi	2,300.00
ZYLUN STAFFING LLC (monthly)	1,800.00
<b>Total Accounts Receivable</b>	<b>\$ 438,443.93</b>

**Exhibit 1.1(iv)**  
**Business and Customer Agreements**

**Assignable Customer Contracts**

Customer Name	Contract Start Date	Contract End Date	Amount
24 Seven Inc.	11/02/2016	11/01/2017	\$6,000.00
24Hr HomeCare	11/22/2016	12/21/2016	\$0.00
5 Star Placements	11/16/2016	12/15/2016	\$0.00
A plus M	02/09/2016	02/08/2017	\$1,800.00
Abilene Christian University	09/22/2016	09/21/2017	\$3,495.00
Adelphi University	04/01/2016	03/31/2017	\$2,400.00
African Leadership (Mauritius) Limited	02/08/2016	02/07/2017	\$1,800.00
Alabama A&M University - Career Development Services	06/01/2016	05/31/2017	\$2,000.00
Albany College of Pharmacy and Health Sciences	02/01/2016	01/31/2017	\$1,500.00
Albany Medical College	09/06/2016	09/05/2017	\$2,050.00
Albany State University-Career Services	08/12/2016	07/31/2017	\$1,800.00
Albert Einstein College of Medicine	10/01/2016	09/30/2017	\$1,584.00
All County Prestige	11/17/2016	12/16/2016	\$0.00
Allan Myers	01/04/2016	01/03/2017	\$3,600.00
Allegiant Travel Company	01/07/2016	01/06/2017	\$5,988.00
Alliance Abroad Group	01/01/2016	12/31/2016	\$4,800.00
Alluvion Staffing	08/01/2016	07/31/2017	\$5,000.00
AlmaLaurea srl	03/21/2016	12/20/2016	\$1,350.00
Alpine Bank	10/07/2016	10/06/2017	\$4,788.00
AmCheck	05/15/2016	05/14/2017	\$995.00
American Association of Medical Dosimetrists	12/01/2016	11/30/2017	\$1,995.00
American Business & Technology University	03/15/2016	03/14/2017	\$1,800.00
American Chemical Society	01/01/2016	12/31/2016	\$2,500.00
American College of Healthcare Executives	09/15/2016	09/14/2017	\$1,584.00
American National University	12/01/2016	11/30/2017	\$2,430.00
American University Kogod School of Business	01/21/2016	01/20/2017	\$2,200.00
American University of Afghanistan	08/22/2016	08/21/2017	\$1,750.00
American University Undergraduate	01/01/2016	12/31/2016	\$2,000.00
American Woodmark Corporation	05/01/2016	06/30/2017	\$10,000.00
Ameritas Life Insurance Corp., Ameritas Investment Corp., Ameritas Investment Partners, and Calvert	08/26/2016	08/25/2017	\$3,600.00
Anadarko Petroleum Corp	08/13/2016	08/12/2017	\$5,995.00
Antioch College	11/23/2016	11/22/2017	\$1,500.00
APA Services	06/01/2016	05/31/2017	\$1,800.00
Apptopia	12/09/2016	01/08/2017	\$0.00
Arapahoe Community College	07/01/2016	06/30/2017	\$1,500.00
Areevay Ltd.	04/18/2016	04/17/2017	\$1,800.00
Areevay Ltd.	12/12/2016	01/11/2017	\$150.00
Arizona Board of Regents on behalf of the University of Arizona	07/01/2016	06/30/2017	\$2,800.00
Arizona State University - School of Law	06/01/2016	05/31/2017	\$1,500.00
Arizona State University Career Services	04/18/2016	04/17/2017	\$1,620.00
Arizona State University, WP Carey School of Business	08/01/2016	07/31/2017	\$1,200.00
Army Community Service	09/01/2016	08/31/2017	\$1,716.00
Arrive Logistics	12/01/2016	12/31/2016	\$0.00
Ashland University	09/01/2016	08/31/2017	\$1,995.00
Asurion, LLC	12/01/2016	12/31/2016	\$599.00

**Exhibit 1.1(iv)**  
**Business and Customer Agreements**

**Assignable Customer Contracts**

Customer Name	Contract Start Date	Contract End Date	Amount
AT&T	01/01/2016	12/31/2016	\$25,000.00
Athenahealth	04/01/2016	03/31/2017	\$23,940.00
Athens Administrators	03/23/2016	03/22/2017	\$1,800.00
Auburn University	09/14/2016	09/13/2017	\$2,800.00
Auckland University of Technology	09/28/2016	09/27/2017	\$2,816.00
Australian National University	02/23/2016	02/22/2017	\$4,400.00
Axis Communications Inc.	10/01/2016	12/31/2016	\$0.00
Ballistix	10/19/2016	01/18/2017	\$600.00
Barren River Workforce Investment Board	07/15/2016	07/14/2017	\$8,000.00
Baylor University	09/01/2016	08/31/2017	\$2,400.00
Belmont University	08/01/2016	07/31/2017	\$1,500.00
Bemidji State University	04/01/2016	03/31/2017	\$1,000.00
Bentley University	07/01/2016	06/30/2017	\$1,500.00
Berkeley City College	07/01/2016	06/30/2017	\$1,510.00
Bethel University	09/01/2016	08/31/2017	\$1,000.00
Betterment Asia	11/22/2016	12/21/2016	\$0.00
Binghamton University Career Development Center	03/28/2016	03/27/2017	\$4,500.00
Birmingham Business School	07/21/2016	07/20/2017	\$1,800.00
Blue Margin	08/19/2016	08/18/2017	\$1,800.00
Board of Regent on behalf of Georgia State University	07/01/2016	06/30/2017	\$2,000.00
Board of Regents of the University of Oklahoma Health Sciences Center Fran and Earl Ziegler College of Nursing	12/01/2016	05/31/2017	\$1,200.00
Boston College- Carroll School of Management Graduate Programs	08/01/2015	07/31/2017	\$1,500.00
Bradley University	08/01/2016	07/31/2017	\$1,995.00
Brazos Education Foundation	12/17/2015	12/16/2016	\$0.00
Bridgewater State University	11/17/2016	11/16/2017	\$500.00
Brock University	03/01/2016	02/28/2017	\$2,000.00
Brown Bag Films	12/05/2016	01/04/2017	\$0.00
Brown University - Alumni Relations	09/01/2016	08/31/2017	\$1,500.00
Buena Vista University	08/01/2016	07/31/2017	\$1,800.00
Bunker Hill Community College	07/01/2016	06/30/2017	\$3,295.00
Burns & McDonnell	01/01/2016	12/31/2016	\$10,163.00
Business School Lausanne	08/01/2016	07/31/2017	\$1,800.00
Butler University	08/29/2016	08/28/2017	\$2,050.00
ButterfassPepe Group	02/27/2016	02/26/2017	\$1,200.00
Byron Thomas	04/01/2016	03/31/2017	\$3,000.00
C2 Global Professional Services, LLC	12/01/2016	11/30/2017	\$6,000.00
Cabrini College	01/01/2016	12/31/2016	\$1,995.00
California State University - Dominguez Hills	01/01/2016	12/31/2016	\$2,800.00
California State University - East Bay	05/16/2016	05/15/2017	\$1,800.00
California State University - Fullerton	07/01/2016	06/30/2017	\$2,400.00
California State University - Los Angeles	06/01/2016	05/31/2017	\$3,545.00
California State University, Chico Career Center	11/01/2016	10/31/2017	\$3,500.00
California State University, San Bernardino - College of Business and Public Administration	04/01/2016	03/31/2017	\$1,200.00
California State University, San Bernardino Career Center	05/16/2016	05/31/2017	\$2,400.00

**Exhibit 1.1(iv)**  
**Business and Customer Agreements**

**Assignable Customer Contracts**

Customer Name	Contract Start Date	Contract End Date	Amount
Cambrian College	1/1/2017	12/31/2017	\$2,050.00
Cambrian Credit Union	06/24/2016	06/23/2017	\$4,200.00
Capella University	01/01/2016	12/31/2016	\$2,800.00
Capital Group	05/01/2016	04/30/2017	\$1,800.00
Capital Group	11/01/2016	04/30/2017	\$900.00
Cardinal Group Management	12/01/2016	11/30/2017	\$2,800.00
Cardinal Stritch University	01/04/2016	01/03/2017	\$1,500.00
Career Investment Advisors (Formerly Sparrey Consulting)	02/01/2016	01/31/2017	\$350.00
Career LIFE Academy	11/01/2016	10/31/2017	\$2,050.00
Career Oyster LLC	01/01/2016	12/31/2016	\$999.00
Careers International	05/01/2016	04/30/2017	\$1,800.00
Carleton University	07/15/2016	07/14/2017	\$3,795.00
Carney, Sandoe & Associates	07/01/2016	06/30/2017	\$2,500.00
Carrington College	07/01/2016	06/30/2017	\$3,500.00
Case Western - Engineering Co-op	02/01/2016	01/31/2017	\$1,200.00
Catholic University of America	08/12/2016	08/11/2017	\$2,495.00
CDI Corporation - USA Division	03/31/2016	03/30/2017	\$26,400.00
CDI Corporation (Europe)	03/31/2016	03/30/2017	\$41,940.00
Cedar Crest College	01/01/2016	12/31/2016	\$1,500.00
Centennial College - Career Services & Co-operative Education Department	08/25/2016	08/24/2017	\$3,295.00
Center of Workforce Innovations	09/01/2016	08/31/2017	\$1,995.00
Central Community College	03/21/2016	03/20/2017	\$2,495.00
Central Lakes College	02/01/2016	01/31/2017	\$2,400.00
Central Oklahoma Workforce Investment Board	09/01/2016	08/31/2017	\$20,000.00
Champion Employment Group	02/12/2016	02/11/2017	\$2,300.00
Chapman University	08/31/2016	08/30/2017	\$2,400.00
Charles Darwin University	10/22/2016	10/21/2017	\$4,000.00
Charles Sturt University	01/01/2016	12/31/2016	\$9,500.00
Charlotte-Mecklenburg Schools	07/01/2016	06/30/2017	\$3,600.00
Charter College	03/01/2016	02/28/2017	\$2,650.00
Chegg, Inc.	12/15/2015	12/14/2016	\$1,800.00
Chippewa Valley Technical College	06/30/2016	06/29/2017	\$1,800.00
Chris Hartung Consulting	03/16/2016	03/15/2017	\$1,200.00
CIMB Bank Berhad	08/04/2016	08/03/2017	\$7,200.00
City Furniture	07/15/2016	07/14/2017	\$4,995.00
Clarkson University	07/01/2016	06/30/2017	\$1,500.00
Clover Park Technical College	04/25/2016	04/24/2017	\$2,050.00
Coastal Carolina University	07/01/2016	01/31/2017	\$3,750.00
Coastline Community College	01/12/2015	12/11/2018	\$3,485.00
Cogswell College	08/31/2016	08/30/2017	\$1,584.00
Coker College	07/01/2016	06/30/2017	\$1,800.00
College for Creative Studies	10/01/2016	09/30/2017	\$1,584.00
College of Coastal Georgia	07/01/2016	06/30/2017	\$1,500.00
College of Lake County - Paralegal Studies Program	01/06/2016	01/05/2017	\$1,995.00
College of St. Scholastica	08/01/2016	07/31/2017	\$1,000.00
College of the Holy Cross	12/01/2016	11/30/2017	\$1,816.00

**Exhibit 1.1(iv)**  
**Business and Customer Agreements**

**Assignable Customer Contracts**

Customer Name	Contract Start Date	Contract End Date	Amount
Collin County Community College	07/01/2016	06/30/2017	\$2,800.00
Colorado School of Mines, Division of Economics and Business	03/01/2016	02/28/2017	\$995.00
Colorado School of Public Health	08/01/2016	07/31/2017	\$1,800.00
Columbia College Chicago - Portfolio Center	03/24/2016	03/23/2017	\$3,295.00
Columbia Graduate School of Business	02/01/2016	01/31/2017	\$2,400.00
Conestoga College Institute of Technology and Advanced Learning	04/01/2016	03/31/2017	\$3,295.00
Connected Nation, Inc.	11/06/2016	11/05/2017	\$1,495.00
Connecticut College	06/27/2016	06/26/2017	\$2,050.00
Connecticut College	6/27/2017	6/26/2018	\$1,800.00
Connecticut College	6/27/2018	6/26/2019	\$1,800.00
Consulting by George	08/10/2016	08/09/2017	\$3,000.00
Consumers Credit Union	11/23/2016	11/22/2017	\$1,620.00
Contemporary Staffing Solution	04/11/2016	04/10/2017	\$6,000.00
Cooper Futures	04/21/2016	04/20/2017	\$1,800.00
Coordination Arabia Co. Ltd.	10/24/2016	01/31/2017	\$600.00
Corbin Perkins	08/02/2016	08/01/2017	\$0.00
Cowboy Bail Bonds	09/24/2016	09/23/2017	\$1,800.00
Craven Community College	1/2/2017	1/1/2018	\$2,050.00
Credere Group, LLC	07/01/2016	06/30/2017	\$1,800.00
CSUDH	12/01/2016	12/31/2016	\$0.00
CT - CIA DE TALENTOS RECURSOS HUMANOS LTDA	04/16/2016	04/15/2017	\$1,800.00
CT Works	07/01/2016	06/30/2017	\$5,000.00
Cultural Vistas	08/01/2016	07/31/2017	\$1,000.00
Curtin University	12/19/2015	12/18/2016	\$6,750.00
Dana Manciangli	06/23/2016	06/24/2017	\$0.00
Dana Manciangli	07/01/2016	06/30/2017	\$0.00
dcm	12/01/2016	12/31/2016	\$0.00
Dean College	06/01/2016	05/31/2017	\$1,500.00
Decision Insight, Inc.	11/15/2016	12/14/2016	\$0.00
Del Mar College	09/07/2016	09/06/2017	\$2,400.00
Delaware North	06/01/2016	05/31/2017	\$1,200.00
Delaware Valley College	02/01/2016	01/31/2017	\$1,500.00
DeVry University	09/01/2016	08/31/2017	\$34,575.00
Digital Media Management	04/19/2016	04/18/2017	\$1,800.00
Donan	01/09/2016	01/08/2017	\$1,800.00
Donor Alliance, Inc	05/10/2016	05/09/2017	\$2,499.84
Donor Network West	09/09/2016	09/08/2017	\$1,530.00
Dot Foods, Inc.	06/27/2016	06/26/2017	\$1,800.00
Dot Foods, Inc.	12/01/2016	06/26/2017	\$2,100.00
DPSS Training Academy	06/15/2016	12/31/2017	\$1,600.00
Drew University	01/04/2016	01/03/2017	\$1,500.00
Drexel University College of Medicine	07/01/2015	07/01/2017	\$2,400.00
Duke School of Medicine, Department of Biostatistics and Bioinformatics	04/27/2016	04/26/2017	\$900.00
Duke University Fuqua School of Business	09/01/2016	08/31/2017	\$2,800.00

**Exhibit 1.1(iv)**  
**Business and Customer Agreements**

**Assignable Customer Contracts**

Customer Name	Contract Start Date	Contract End Date	Amount
Duquesne Light	10/15/2016	10/14/2017	\$1,800.00
Eagle Gate College Group	11/24/2016	11/23/2017	\$1,500.00
Eastern Connecticut State University	08/01/2016	07/31/2017	\$1,500.00
ECS	11/16/2016	12/15/2016	\$0.00
Edinboro University of Pennsylvania	03/01/2016	02/28/2017	\$2,000.00
Eindhoven University of Technology, TU/e CareerCenter	11/01/2016	10/31/2017	\$1,700.00
Eli Broad College of Business, Michigan State University	07/15/2016	07/14/2017	\$3,000.00
Emory College of Arts and Sciences, Office of Undergraduate Education PreHealth Mentoring Office	07/31/2016	07/30/2017	\$1,800.00
Emory University - Rollins School of Public Health	01/05/2016	01/04/2017	\$2,400.00
Employerability	02/08/2016	02/07/2017	\$1,500.00
Emporia State University	10/01/2016	09/30/2017	\$2,495.00
Engineering Career Services at The Ohio State University	06/22/2016	06/21/2017	\$1,400.00
Entrepreneurs' Organization	07/02/2016	07/01/2017	\$3,600.00
eSearchPro, Inc.	05/12/2016	05/11/2017	\$2,500.00
Evangel University	06/17/2016	06/16/2017	\$995.04
Executive Talent Finders	05/06/2016	05/05/2017	\$3,000.00
Extraco Banks	01/01/2016	12/31/2016	\$5,988.00
Extraco Banks	04/18/2016	04/17/2017	\$0.00
Fairfield University	08/01/2016	07/31/2017	\$1,995.00
Fanshawe College	09/01/2016	08/31/2017	\$2,800.00
Fayetteville State University	02/01/2016	01/31/2017	\$1,800.00
Felix Global Corp.	02/12/2016	02/11/2017	\$1,800.00
Financial People	05/01/2016	04/30/2017	\$1,620.00
FirePro, LLC	03/10/2016	03/09/2017	\$1,800.00
First National Bank of Omaha	01/01/2016	12/31/2016	\$7,500.00
First National Bank of Omaha	10/13/2016	12/31/2016	\$250.00
Fisher College	07/01/2016	06/30/2017	\$995.00
Fitness Connection	11/16/2016	12/15/2016	\$0.00
Florida International University - MBA	09/01/2016	08/31/2017	\$2,200.00
Foothill Workforce Investment Board	12/01/2016	11/30/2017	\$4,000.00
Forsythes Recruitment	01/04/2016	01/03/2017	\$7,188.00
Fujitsu America Incorporated	04/16/2016	04/15/2017	\$4,000.00
Fujitsu America Incorporated	04/16/2016	04/15/2017	\$1,125.00
Gardner-Webb University Career Development	05/01/2016	04/30/2017	\$1,800.00
George Mason University	02/13/2016	02/12/2017	\$2,800.00
Georgia College	07/01/2016	06/30/2017	\$2,000.00
Georgia Southern University	07/01/2016	06/30/2017	\$2,400.00
Georgia State University Robinson - Board of Regents	07/01/2016	06/30/2017	\$2,000.00
Globe University - Online Division	10/01/2016	09/30/2017	\$1,500.00
Gold Coast IT Solutions	05/04/2016	05/03/2017	\$1,800.00
Govig & Associates	10/10/2016	10/09/2017	\$5,000.00
Grace College	09/30/2016	09/29/2017	\$1,584.00
Graco, Inc.	02/03/2016	02/02/2018	\$5,000.00
Gustavus Adolphus College	08/01/2016	07/31/2017	\$1,000.00
Harrison McMillan	07/02/2016	07/01/2017	\$3,588.00
Harvard Law School	04/15/2016	04/14/2017	\$1,800.00

**Exhibit 1.1(iv)**  
**Business and Customer Agreements**

**Assignable Customer Contracts**

Customer Name	Contract Start Date	Contract End Date	Amount
HDR, Inc.	04/18/2016	04/17/2017	\$7,500.00
Head First	12/12/2016	01/11/2017	\$0.00
Headway Workforce Solutions	12/09/2015	03/08/2017	\$4,788.00
Hershey Entertainment and Resorts Company	10/28/2016	10/27/2017	\$7,500.00
High Point University Career & Internship Services	08/18/2016	08/17/2017	\$1,995.00
Hillsborough County Civil Service	04/01/2016	03/31/2017	\$1,800.00
Hobart and William Smith Colleges	08/01/2016	07/31/2017	\$1,800.00
Holcim Australia Pty Ltd	06/11/2016	06/10/2017	\$1,800.00
Hollister Incorporated	12/01/2016	11/30/2017	\$3,600.00
Hope College Career Development Center	08/11/2016	08/10/2017	\$1,800.00
HudsonAnalytix	12/07/2016	12/06/2017	\$0.00
Hunter TAFE	09/28/2016	09/27/2017	\$3,168.00
Huntington Junior College	10/01/2016	09/30/2017	\$1,200.00
IBM Kenexa Recruitment Services	03/11/2016	03/10/2017	\$3,600.00
Icahn School of Medicine at Mount Sinai	08/10/2016	08/09/2017	\$1,800.00
ICCE, Inc.	01/03/2016	01/02/2017	\$2,295.00
ICCE, Inc.	05/02/2016	01/02/2017	\$663.34
Illinois Institute of Technology	02/29/2016	02/28/2017	\$2,500.00
Implicor	06/30/2016	06/29/2017	\$1,800.00
Incite Incorporated	06/27/2016	06/26/2017	\$8,250.00
Inlogsys Techno Pvt. Ltd.	11/28/2016	12/27/2016	\$0.00
Insala	09/30/2015	09/29/2017	\$10,000.00
Institute of Health Economics	12/09/2016	01/08/2017	\$0.00
InternAvenue	12/05/2016	01/04/2017	\$0.00
Interstates	09/23/2016	03/22/2017	\$1,200.00
Interview Success Inc	04/30/2016	04/29/2017	\$1,200.00
Interview Technologies Limited	09/30/2014	09/29/2017	\$10,000.00
Iowa Central Community College	09/01/2016	08/31/2017	\$1,500.00
Iowa Western Continuing and Career Education/Education to Employment	08/01/2016	07/31/2017	\$1,800.00
Iowa Workforce Development Region 14	04/08/2016	04/07/2017	\$4,300.00
Iowa Workforce Development Region 14	06/21/2016	06/20/2017	\$2,150.00
IPADE Business School	09/01/2016	08/31/2017	\$2,800.00
Iron Hill Brewery	01/01/2016	12/31/2016	\$1,500.00
J. Reuben Clark Law School, Brigham Young University (BYU Law)	05/01/2016	04/30/2017	\$1,800.00
J.A. King & Co.	02/14/2016	02/13/2017	\$4,800.00
Jackson State University	07/01/2016	06/30/2017	\$2,000.00
Jacob Group	02/20/2016	02/19/2017	\$2,000.00
James E. Rogers College of Law of the University of Arizona	01/16/2016	01/15/2017	\$1,200.00
Jazzy Finish	12/07/2016	01/06/2017	\$0.00
Jeff Harris and Associates	02/09/2016	02/08/2017	\$1,500.00
Jet Professionals, LLC.	11/11/2016	11/10/2017	\$3,000.00
JEVS Career Strategies	08/01/2016	07/31/2017	\$1,245.00
Jewish Family and Children's Service of Minneapolis	08/15/2016	08/14/2017	\$995.00
Jewish Social Service Agency	01/21/2015	01/20/2017	\$2,650.00
John Wood Community College	12/01/2016	11/30/2017	\$1,620.00



**Exhibit 1.1(iv)**  
**Business and Customer Agreements**

**Assignable Customer Contracts**

Customer Name	Contract Start Date	Contract End Date	Amount
Johns Hopkins University Career Center	07/02/2016	07/01/2017	\$2,400.00
JVS	03/23/2016	03/22/2017	\$1,800.00
Kansas State University	07/01/2016	06/30/2017	\$3,795.00
Karolinska Institutet	09/01/2016	08/31/2017	\$2,400.00
Keck Graduate Institute	07/01/2016	06/30/2017	\$1,800.00
Kennesaw State University	07/01/2016	06/30/2017	\$2,800.00
Kent State University	01/01/2016	12/31/2016	\$2,800.00
KIPP Bay Area Schools	09/30/2016	09/29/2017	\$4,800.00
Knowledge Services	04/14/2016	04/13/2017	\$1,800.00
Knowledge Services	05/05/2016	04/13/2017	\$1,650.00
La Sierra University	11/01/2016	10/31/2017	\$1,000.00
LACOE	07/01/2016	06/30/2017	\$16,500.00
Lafayette College	07/01/2016	06/30/2017	\$1,000.00
Lake Superior College	05/01/2016	04/30/2017	\$1,500.00
Lake Washington Institute of Technology	06/15/2016	06/14/2017	\$960.00
Lakeland Community College	08/01/2016	07/31/2017	\$1,200.00
Lamar University	11/15/2016	11/14/2017	\$2,640.00
Lane Community College	07/25/2016	07/24/2019	\$9,250.00
Laney College	08/01/2016	07/31/2017	\$1,510.00
Langara College	08/01/2016	07/31/2017	\$2,400.00
Lebanon Valley College	06/01/2016	05/31/2017	\$1,995.00
Lehigh Carbon Community College	07/01/2016	06/30/2017	\$1,200.00
Levin Furniture Company	07/28/2016	07/27/2017	\$4,892.00
Lexmark International, Inc.	01/19/2016	01/18/2017	\$4,500.00
Libra Group	11/01/2016	10/31/2017	\$1,800.00
Lock Haven University	02/01/2016	01/31/2017	\$1,200.00
London Business School	08/01/2016	07/31/2017	\$2,000.00
Longwood University Career Center	05/12/2016	05/11/2017	\$1,800.00
Longwood University, College of Grad Studies	05/09/2016	05/08/2017	\$1,800.00
Louisiana Tech University College of Business	11/09/2016	11/08/2017	\$1,800.00
Loyalist College	07/01/2016	06/30/2017	\$1,500.00
Loyola Marymount University	08/01/2016	07/31/2017	\$2,300.00
Loyola University Chicago School of Law	04/01/2016	03/31/2017	\$2,350.00
Lucas Group	02/01/2015	01/31/2017	\$9,576.00
Macquarie University Faculty of Business and Economics	11/03/2014	11/02/2017	\$10,500.00
Magotteaux, Inc.	11/19/2016	11/18/2017	\$1,800.00
Management Leadership for Tomorrow	02/01/2016	01/31/2017	\$1,500.00
Management Leadership for Tomorrow	08/01/2016	07/31/2017	\$1,800.00
Management Recruiters International MRI Corporate	01/11/2016	01/10/2017	\$4,000.00
Manchester Community College	04/01/2016	03/31/2017	\$1,500.00
Manchester University	08/08/2016	08/07/2017	\$1,250.00
Manhattan Associates	01/01/2016	12/31/2016	\$5,988.00
ManpowerGroup	08/01/2016	07/31/2017	\$26,500.00
Marist College Career Services	09/01/2016	08/31/2017	\$2,495.00
Mark Anthony Services, Inc.	08/17/2016	08/16/2017	\$7,500.00
Marshall University	08/01/2016	07/31/2017	\$2,000.00
Martin J Whitman School of Management at Syracuse	07/01/2016	06/30/2017	\$1,995.00

**Exhibit 1.1(iv)**  
**Business and Customer Agreements**

**Assignable Customer Contracts**

Customer Name	Contract Start Date	Contract End Date	Amount
University			
Marymount College - Palos Verdes, CA	07/01/2016	06/30/2017	\$1,200.00
Maryville University of St. Louis	08/01/2016	07/31/2017	\$1,500.00
Marywood University	07/01/2016	06/30/2017	\$1,000.00
Massachusetts College of Art and Design	02/01/2016	01/31/2017	\$1,584.00
Massachusetts College of Pharmacy and Health Sciences (MCPHS)	07/01/2016	06/30/2017	\$2,000.00
MBA Exchange	12/01/2016	11/30/2017	\$6,325.00
McGill University	09/21/2016	09/20/2017	\$2,050.00
McHenry County College	06/01/2016	05/31/2017	\$2,495.00
McKinsey & Company	05/01/2016	04/30/2017	\$5,775.00
McLennan Community College	07/11/2016	07/10/2017	\$2,495.00
McLeod Health	02/01/2016	01/31/2017	\$6,000.00
McMaster University	04/01/2016	03/31/2017	\$4,000.00
Medical School Headquarters	08/26/2016	08/25/2017	\$2,050.00
Memphis Tennessee Workforce Board	07/01/2016	06/30/2017	\$7,500.00
Meridian Health System, Inc.	11/01/2016	10/31/2017	\$7,188.00
Merrimack College	08/01/2016	07/31/2017	\$1,500.00
Merritt College	10/01/2016	09/30/2017	\$1,260.00
Messiah College	12/01/2016	11/30/2017	\$1,995.00
Messiah College Career & Professional Development Center	07/01/2016	06/30/2017	\$1,800.00
Messiah College Master of Occupational Therapy Program	07/01/2016	06/30/2017	\$2,000.00
Methodist College	11/01/2016	10/31/2017	\$1,100.00
Metis	10/31/2016	10/30/2017	\$1,816.00
Metropolitan State University	01/01/2016	12/31/2016	\$1,500.00
Michigan State University	08/01/2016	07/31/2017	\$2,800.00
Miller Resource Group	04/19/2016	04/18/2017	\$2,000.00
MISource, Inc.	11/10/2016	11/09/2017	\$1,800.00
Mississippi State University	07/01/2016	06/30/2017	\$3,795.00
Missouri State University Career Center	08/01/2016	07/31/2017	\$3,295.00
Missouri University of Science & Technology	08/01/2016	07/31/2017	\$1,995.00
MIT Global Education and Career Development	08/01/2016	07/31/2017	\$3,750.00
MK Staffing, LLC	12/01/2016	12/31/2016	\$0.00
MNSU-Mankato	06/29/2016	06/28/2017	\$1,800.00
Mohawk College	04/01/2016	03/31/2017	\$2,800.00
Molloy College	07/01/2016	06/30/2017	\$1,250.00
Montana Tech	08/15/2016	08/14/2017	\$1,500.00
Montgomery County Dept of Job and Family Services - The Job Center	10/25/2016	10/24/2017	\$9,500.00
Moraine Park Technical College	06/01/2016	05/31/2017	\$2,500.00
Moravian College	02/15/2016	02/14/2017	\$1,500.00
Morehead State University	07/01/2016	06/30/2017	\$1,800.00
Morgans Canoe and Outdoor Adventures	11/28/2016	12/27/2017	\$0.00
Mount Vernon Nazarene University	09/01/2016	08/31/2017	\$1,500.00
MRI The Mayberry Group, Inc.	11/30/2016	12/29/2016	\$0.00
MSC Mobility	11/16/2016	12/15/2016	\$0.00
MSX INTERNATIONAL	11/28/2016	12/27/2016	\$0.00

**Exhibit 1.1(iv)**  
**Business and Customer Agreements**

**Assignable Customer Contracts**

Customer Name	Contract Start Date	Contract End Date	Amount
Muhlenberg College	06/01/2016	05/31/2017	\$1,995.00
Mundipharma	12/12/2016	01/11/2017	\$0.00
MyComputerCareer	04/13/2016	04/12/2017	\$1,200.00
Nanyang Technological University	08/15/2016	02/14/2017	\$2,950.00
Natividad Medical Center	12/01/2016	11/30/2017	\$1,800.00
Navarro College	09/01/2016	08/31/2017	\$2,050.00
Navistar	01/01/2016	12/31/2016	\$5,000.00
NetPartners	11/16/2016	12/15/2016	\$0.00
New York University, Undergraduate	08/01/2016	07/31/2017	\$2,400.00
Niagara College Canada	10/10/2016	10/09/2017	\$2,650.00
Nicolet Area Technical College	06/17/2016	06/16/2017	\$1,800.00
NOAM Institute LTD	06/18/2016	06/17/2017	\$1,800.00
Norfolk State University	09/01/2016	08/31/2017	\$2,050.00
North Carolina A&T State University	02/01/2016	01/31/2017	\$2,000.00
North Shore Career Center	05/20/2016	05/19/2017	\$4,000.00
Northampton Community College	07/01/2016	06/30/2017	\$1,000.00
Northeast Ohio Medical University	06/01/2016	05/31/2017	\$1,200.00
Northeastern University - D'Amore-McKim School of Business	09/18/2016	09/17/2017	\$3,000.00
Northern Kentucky University	07/01/2016	06/30/2017	\$3,295.00
Northrop Grumman Corporation	08/06/2016	08/05/2017	\$9,492.00
Northrop Grumman Corporation	09/19/2016	08/05/2017	\$6,653.00
Northwest State Community College	01/04/2016	01/03/2017	\$1,245.00
Northwestern University - Department of Athletics and Recreation	05/01/2016	04/30/2017	\$1,250.00
Northwestern University School of Communication, EPICS Office	10/10/2016	10/09/2017	\$1,750.00
Nututoring	09/29/2016	09/28/2017	\$1,584.00
NYIT College of Osteopathic Medicine	05/01/2016	04/30/2017	\$1,200.00
Ohio University	08/15/2016	08/14/2017	\$2,000.00
Oklahoma State University	09/01/2016	08/31/2017	\$2,400.00
Onell Agency	11/16/2016	12/15/2016	\$0.00
Opie Coaching & Business Management	06/20/2016	06/19/2017	\$2,050.00
Options.Energy	12/08/2016	01/07/2017	\$0.00
Orange Lake Country Club	01/29/2016	01/28/2017	\$7,188.00
Oregon Department of Fish and Wildlife	08/31/2016	08/30/2017	\$4,500.00
Oregon Department of Transportation	09/01/2016	08/31/2017	\$2,625.00
Oregon State University	01/01/2016	12/31/2016	\$2,800.00
Ozarks Technical Community College	01/01/2016	12/31/2016	\$1,200.00
Palmer College of Chiropractic	03/01/2016	02/28/2017	\$1,500.00
Panola College	09/01/2016	08/31/2017	\$1,800.00
PARTSBASE	11/17/2016	12/16/2016	\$0.00
Patterson Companies, Inc.	04/18/2016	04/17/2017	\$2,500.00
Peirce College	08/01/2016	07/31/2017	\$1,500.00
People Etc	08/03/2016	08/02/2017	\$1,800.00
Peoplefusion	11/15/2016	11/14/2017	\$2,088.00
PeopleShare	08/31/2016	08/30/2017	\$6,080.00

**Exhibit 1.1(iv)**  
**Business and Customer Agreements**

**Assignable Customer Contracts**

Customer Name	Contract Start Date	Contract End Date	Amount
Pepperdine ? Graduate Business Program	08/01/2016	07/31/2017	\$2,245.00
Perimeter College of Georgia State University	12/15/2015	12/14/2016	\$3,240.00
Perry High School / Perry Local Schools	04/01/2015	06/30/2018	\$2,700.00
Peyton Resource Group	04/01/2016	03/31/2017	\$7,500.00
PHR Consulting Incorporated	09/09/2016	09/08/2017	\$995.00
Piedmont Technical College	06/04/2016	06/03/2017	\$1,995.00
Pinnacle	12/28/2015	12/27/2016	\$3,000.00
Pinnacle Search	09/01/2016	08/31/2018	\$2,160.00
Pitt Community College	06/01/2016	05/31/2017	\$2,200.00
Portland Community College Cascade	06/01/2016	05/31/2017	\$1,200.00
PowerTrain, Inc.	11/21/2016	11/20/2017	\$15,000.00
Presbyterian College	09/19/2016	09/18/2017	\$1,500.00
Princeton One	06/25/2016	06/24/2017	\$6,000.00
Pro Athlete, Inc.	09/21/2016	09/20/2017	\$1,584.00
ProAutomated	02/12/2016	02/11/2017	\$1,800.00
Prospects	10/09/2016	10/18/2017	\$1,584.00
PUBLIC WORKS	11/29/2016	12/28/2017	\$0.00
Purdue University Northwest	07/01/2016	06/30/2017	\$2,500.00
Purdue University Northwest	7/1/2017	6/30/2018	\$2,500.00
Purdue University Northwest	7/1/2018	6/30/2019	\$2,500.00
Queen's School of Business	08/26/2016	08/25/2017	\$1,995.00
Quinnipiac University School of Medicine	07/01/2016	06/30/2017	\$1,800.00
Quinsigamond Community College	10/10/2016	10/09/2017	\$2,050.00
Ramapo College of New Jersey	08/01/2016	07/31/2017	\$1,250.00
Raytheon Company	12/21/2015	12/20/2016	\$9,000.00
Regents of the University of Minnesota	07/01/2016	06/30/2017	\$3,295.00
Regents of the University of Minnesota, through its Medical School	01/01/2016	12/31/2016	\$1,500.00
Regents School of Austin	05/09/2016	06/30/2017	\$2,100.00
Region I - IowaWorks Upper Explorerland	05/01/2016	04/30/2017	\$4,300.00
Region 10 IowaWorks Kirkwood Community College	01/05/2016	01/04/2017	\$4,300.00
Region 12 IowaWorks Western Iowa Tech Community College	02/01/2016	01/31/2017	\$2,150.00
Region 13 IowaWorks Iowa Western Community College Workforce	06/03/2016	06/02/2017	\$4,300.00
Region 15 IowaWorks Indian Hills	06/20/2016	06/19/2017	\$6,450.00
Region 16 IowaWorks Southeastern Community College	06/15/2016	06/14/2017	\$6,450.00
Region 2 - IowaWORKS	04/28/2016	04/27/2017	\$4,000.00
Region 3 IowaWorks Northwest Iowa Planning & Development Commission	02/01/2016	01/31/2017	\$2,150.00
Rekruters	01/14/2016	01/13/2019	\$9,000.00
Rensselaer Polytechnic Institute Center for Career & Professional Development	04/01/2016	03/31/2017	\$1,995.00
ReSource Pro, LLC	03/08/2016	03/07/2017	\$1,800.00
Reynolds Consumer Products LLC	01/01/2016	12/31/2016	\$5,400.00
RGF International Recruitment Business	11/17/2016	12/16/2016	\$0.00
Richard Ivey School of Business	08/07/2016	08/06/2017	\$1,530.00

**Exhibit 1.1(iv)**  
**Business and Customer Agreements**

**Assignable Customer Contracts**

Customer Name	Contract Start Date	Contract End Date	Amount
RightPeople	11/15/2016	12/14/2016	\$0.00
River Walk Executive Search	06/10/2016	06/09/2017	\$2,000.00
RMIT University	12/23/2015	12/22/2017	\$16,150.00
Robeson Community College	08/24/2016	08/23/2017	\$2,050.00
Rollins College	12/01/2016	11/30/2017	\$1,500.00
Ronin LTD	01/10/2016	01/09/2017	\$3,000.00
Rotterdam School of Management, Erasmus University	12/01/2016	07/31/2017	\$500.00
Rotterdam School of Management, Erasmus University	8/1/2017	7/31/2018	\$2,400.00
Rowan Cabarrus Community College	05/01/2016	04/30/2017	\$1,800.00
Rutgers University - Camden Campus	07/01/2016	06/30/2017	\$1,000.00
Rutgers University Newark	07/01/2016	06/30/2017	\$1,400.00
Ryerson University - Ted Rogers School of Management	09/01/2016	08/31/2017	\$2,495.00
SAFEbuilt	02/05/2016	02/04/2017	\$1,800.00
Saint Anselm College	07/01/2016	06/30/2017	\$1,800.00
Saint George's University Limited	11/16/2016	11/15/2017	\$1,584.00
Saint Louis University Career Services	05/01/2016	04/30/2017	\$2,150.00
Salem State University	07/01/2016	06/30/2017	\$2,495.00
Sam Houston State University	09/01/2016	08/31/2017	\$3,295.00
Samford University - Brock School of Business	08/11/2016	08/10/2017	\$1,800.00
Samuel Merritt University	07/01/2016	06/30/2017	\$1,500.00
Saskatchewan Polytechnic	07/01/2016	06/30/2017	\$1,800.00
Savvy Consulting	11/29/2016	12/28/2017	\$0.00
Schreiner University Career Development	12/01/2016	11/30/2017	\$1,500.00
Seedco	03/30/2016	03/29/2017	\$1,800.00
Select Comfort Corporation	06/08/2016	06/07/2017	\$3,600.00
Sentara Healthcare	11/01/2016	10/31/2017	\$12,800.00
Seton Hill University	08/01/2016	07/31/2017	\$1,995.00
Shawnee Community College	08/01/2016	07/31/2017	\$1,800.00
Shelton State Community College	06/01/2016	05/31/2017	\$1,800.00
Shift	11/15/2016	12/14/2016	\$0.00
Shure Incorporated	03/11/2016	03/10/2017	\$3,600.00
Simmons College	12/01/2016	11/30/2017	\$2,400.00
Simon Fraser University	04/01/2016	03/31/2017	\$2,800.00
Sinclair Community College	05/01/2016	04/30/2017	\$1,100.00
SIT Graduate Institute	07/01/2016	06/30/2017	\$1,500.00
Slippery Rock University	11/01/2016	10/31/2017	\$1,500.00
Smart Talent Group	09/26/2016	09/25/2017	\$2,400.00
Smith and Wilkinson	04/01/2016	03/31/2017	\$2,000.00
Smith Arnold Partners, LLC.	12/12/2016	12/11/2017	\$1,800.00
Sodexo <sup>1</sup>	4/27/2016	4/26/2017	\$55,000.00
Soka University of America	09/12/2016	09/11/2017	\$995.00
Solution Tree	07/15/2016	07/14/2017	\$4,000.00
Solutions Driven	09/28/2016	09/27/2017	\$10,000.00
Source Direction	04/29/2016	04/28/2017	\$1,800.00
South Central Tennessee Workforce Alliance	07/15/2016	07/14/2017	\$8,050.00
Southeast Health Group	01/01/2016	12/31/2016	\$1,620.00
Southern Cross University	05/27/2016	05/26/2017	\$2,650.00

**Exhibit 1.1(iv)**  
**Business and Customer Agreements**

**Assignable Customer Contracts**

Customer Name	Contract Start Date	Contract End Date	Amount
Southern Illinois University	01/01/2016	12/31/2016	\$1,600.00
Southern Illinois University Edwardsville, Career Development Center	08/01/2016	07/31/2017	\$1,620.00
Southern New Hampshire University Career Development Center	12/01/2016	11/30/2017	\$2,800.00
Southern University and A & M College	11/01/2016	10/31/2017	\$2,100.00
Southwest Sports Medicine (Hillcrest)	06/01/2016	05/31/2017	\$1,000.00
Spalding University	01/17/2016	01/16/2017	\$4,500.00
Spokane Area Workforce Development Council	06/27/2016	06/26/2017	\$1,950.00
Springfield College	07/01/2016	06/30/2017	\$1,500.00
Springfield Technical Community College	08/08/2016	08/07/2017	\$1,980.00
SSI	11/17/2016	12/16/2016	\$0.00
St. Bonaventure University	09/01/2016	08/31/2017	\$1,500.00
St. Francis College	06/17/2016	06/16/2017	\$1,800.00
St. John's University - School of Law	06/01/2016	05/31/2017	\$1,500.00
St. John's University - School of Law (Admissions)	10/13/2016	10/12/2017	\$1,500.00
St. Joseph's College, New York	03/31/2016	03/30/2017	\$1,620.00
St. Joseph's College, New York	12/12/2016	12/11/2017	\$995.00
St. Lawrence College Career Services	03/15/2016	03/14/2017	\$2,000.00
St. Lawrence University	09/01/2016	08/31/2017	\$1,200.00
St. Thomas University	06/11/2016	06/10/2017	\$1,200.00
Stacy Blackman Consulting	06/01/2016	05/31/2017	\$1,800.00
Staff Icons LLC	08/03/2016	08/02/2017	\$1,800.00
Star Potential Limited	04/20/2016	04/19/2017	\$2,050.00
Stark State College	07/01/2016	06/30/2017	\$2,000.00
Starwood Hotels & Resorts Worldwide, Inc.	03/26/2016	03/25/2017	\$7,188.00
State of Oregon - Department of Administrative Services	10/19/2016	10/18/2017	\$2,400.00
State of Oregon - Department of Consumer & Business Svcs	06/26/2016	06/25/2017	\$2,700.00
State University of New York at Fredonia	08/01/2016	07/31/2017	\$1,500.00
Steinbach Credit Union Limited	12/01/2016	11/30/2017	\$3,240.00
Stephen F. Austin State University	02/01/2016	01/31/2017	\$2,000.00
Stephens College	09/30/2016	09/29/2017	\$1,000.00
Stevens Institute of Technology	08/22/2016	08/21/2017	\$1,800.00
Stockholm School of Economics	04/01/2016	03/31/2017	\$2,800.00
Strategic Government Resources	04/01/2016	03/31/2017	\$5,000.00
Strategic Human Capital Solutions	12/07/2016	12/06/2017	\$0.00
Suffolk University Law School	07/22/2016	07/21/2017	\$1,500.00
Summit Sourcing Group	07/01/2016	06/30/2017	\$1,800.00
Suny College at Old Westbury	09/30/2016	09/29/2017	\$1,584.00
SUNY Oneonta	07/01/2016	06/30/2017	\$1,500.00
SUNY Potsdam - Experiential Education Office	10/01/2016	09/30/2017	\$1,995.00
Susquehanna University	01/19/2015	01/18/2017	\$2,900.00
Susquehanna Workforce Network	09/15/2016	09/14/2017	\$5,095.00
Sutter Physician Services	11/20/2016	12/19/2016	\$499.00
SWH Mimi's Cafe, LLC	10/14/2015	12/31/2016	\$3,800.00
Syracuse University School of Information Studies	12/07/2016	12/06/2017	\$1,350.00
Tascal Marketing Inc.	03/07/2016	03/06/2017	\$1,800.00

**Exhibit 1.1(iv)**  
**Business and Customer Agreements**

**Assignable Customer Contracts**

Customer Name	Contract Start Date	Contract End Date	Amount
Tascal Marketing Inc.	03/01/2016	02/28/2017	\$0.00
TDM & Associates	11/01/2016	10/31/2017	\$2,000.00
TELACU Education Foundation	03/15/2016	03/14/2017	\$2,050.00
Temple University Career Center	01/03/2015	01/02/2017	\$6,000.00
Tennessee Technological University	06/15/2016	06/14/2017	\$2,200.00
Tesoro Companies, Inc	05/05/2016	05/04/2017	\$7,188.00
Texas A&M University - San Antonio	08/01/2016	07/31/2017	\$1,995.00
Texas A&M University Central Texas	06/01/2016	05/31/2017	\$1,800.00
Texas Christian University MBA Neeley	04/01/2016	03/31/2017	\$2,800.00
Texas Hospital Association	11/29/2016	12/28/2017	\$0.00
Texas Library Association	11/19/2016	12/18/2016	\$200.00
Texas Library Association	4/1/2017	4/30/2017	\$200.00
Texas Lutheran University	08/01/2016	07/31/2017	\$1,500.00
Texas State Technical College	08/08/2016	08/07/2017	\$4,500.00
Texas State University - San Marcos	03/01/2016	02/28/2017	\$2,200.00
Texas Tech University Health Science Center	12/01/2016	11/30/2017	\$1,500.00
The Around Campus Group	01/07/2016	01/06/2017	\$4,500.00
The Bank of Nova Scotia	10/02/2016	10/01/2017	\$11,988.00
The Baros	11/28/2016	12/27/2017	\$0.00
THE BOARD OF TRUSTEES OF ILLINOIS STATE UNIVERSITY	08/01/2016	07/31/2017	\$2,800.00
The Centre for Skills Development & Training	02/08/2016	02/07/2017	\$2,050.00
The Chicago School of Professional Psychology	10/01/2016	09/30/2017	\$2,000.00
The Citadel	09/01/2016	02/28/2017	\$750.00
The College of New Jersey	08/01/2016	07/31/2017	\$2,200.00
The CV and Interview Advisors	07/01/2016	06/30/2017	\$500.00
The Dufresne Group	11/01/2016	10/31/2017	\$5,988.00
The Fu Foundation School of Engineering and Applied Science, Columbia University	10/31/2016	10/30/2017	\$2,088.00
The Fu Foundation School of Engineering and Applied Science, Columbia University	10/31/2016	10/30/2017	\$3,132.00
The George Washington University	08/01/2016	07/31/2017	\$9,500.00
The HR Source	10/08/2016	10/07/2017	\$2,000.00
The Jenkins Graduate Career Center, North Carolina State University	07/01/2016	06/30/2017	\$2,100.00
The Ohio State University - College of Veterinary Medicine Office of Career Management	11/15/2016	11/14/2017	\$500.00
The Pennsylvania State University - System Wide	07/01/2016	06/30/2017	\$13,500.00
The Rabbinical Assembly	11/01/2016	10/31/2017	\$1,500.00
The Regents of the UCLA Campus on behalf of Anderson Graduate School of Management	11/01/2016	10/31/2017	\$2,400.00
The School of Engineering and Technology and The School of Science, IUPUI	06/15/2016	06/14/2017	\$2,650.00
The School of Public Policy, University of Calgary	10/15/2016	07/14/2017	\$950.00
The Swatch Group	11/19/2016	11/18/2017	\$5,988.00
The Talbots, Inc	09/02/2016	09/01/2017	\$4,788.00
The Training Associates	05/16/2016	05/15/2017	\$4,500.00

**Exhibit 1.1(iv)**  
**Business and Customer Agreements**

**Assignable Customer Contracts**

Customer Name	Contract Start Date	Contract End Date	Amount
The University of Adelaide - Careers Service	10/15/2016	10/14/2017	\$4,000.00
The University of British Columbia - Faculty of Medicine	05/15/2016	05/14/2017	\$1,500.00
The University of Newcastle	06/01/2016	05/31/2017	\$7,500.00
The University of North Carolina at Charlotte	07/01/2016	06/30/2017	\$3,795.00
The University of Sydney Business School	01/15/2016	01/14/2017	\$2,400.00
The University of Texas at San Antonio	10/01/2016	09/30/2017	\$2,800.00
Thunderbird School of Global Mgmt	08/01/2016	07/31/2017	\$2,800.00
TireRecruiter.com	12/12/2016	01/11/2017	\$0.00
Treasure Valley Community College	08/01/2016	07/31/2017	\$1,995.00
Trenchant Ltd.	04/06/2016	04/05/2017	\$2,700.00
triOS College of Business, Technology and Healthcare	09/01/2016	08/31/2017	\$1,800.00
Trustees of Boston College	06/01/2016	05/31/2017	\$4,900.00
Trustees of Indiana University	08/01/2016	07/31/2017	\$1,800.00
Trustees of Indiana University	08/01/2016	07/31/2017	\$2,200.00
Trustees of Indiana University	08/01/2016	07/31/2017	\$1,500.00
Tulane University Career Services	07/01/2016	06/30/2017	\$2,250.00
Tulane University Freeman School of Business	07/01/2016	06/30/2017	\$1,995.00
Tulsa Tech	10/06/2016	10/05/2017	\$3,000.00
Tyler Junior College	12/01/2015	11/30/2018	\$4,995.00
UCLA - Career Center	11/01/2013	10/31/2018	\$7,500.00
UH Downtown, College of Business Career Development Center	12/04/2016	12/03/2017	\$2,300.00
UNC Kenan Flagler EMBA Program	01/01/2016	12/31/2016	\$2,800.00
University at Buffalo	01/01/2016	12/31/2016	\$2,800.00
University of Aberdeen	08/10/2015	08/09/2017	\$6,200.00
University of Alabama at Birmingham	06/01/2016	05/31/2017	\$2,000.00
University of Auckland	02/01/2016	01/31/2017	\$3,200.00
University of Bath	01/11/2016	01/10/2017	\$4,250.00
University of Birmingham	07/11/2016	07/10/2017	\$5,300.00
University of Bristol	09/21/2016	09/20/2017	\$2,700.00
University of California - Berkeley Haas School of Bus.	07/01/2016	06/30/2017	\$2,800.00
University of California - Berkeley, Goldman School of Public Policy	07/01/2016	06/30/2017	\$1,200.00
University of California - Davis Graduate School of Management	09/01/2016	08/31/2017	\$1,800.00
University of California - Irvine Merage School of Business	09/15/2016	09/14/2017	\$2,400.00
University of California-Office of President	01/26/2016	01/25/2017	\$10,392.00
University of Cambridge Judge Business School	05/16/2016	05/15/2017	\$1,800.00
University of Central Florida, Rosen College of Hospitality Management	12/17/2015	12/16/2016	\$1,584.00
University of Cincinnati	01/10/2016	01/09/2017	\$2,400.00
University of Cincinnati Co-op	10/01/2016	09/30/2017	\$1,500.00
University of Colorado - Boulder - Undergrad	05/01/2016	04/30/2017	\$2,400.00
University of Colorado Denver, Business School	06/01/2016	05/31/2017	\$1,800.00
University of Colorado-Colorado Springs Career Center	07/01/2016	06/30/2017	\$2,495.00
University of Connecticut – System Wide	09/01/2016	08/31/2017	\$2,999.00
University of Delaware	01/01/2016	12/31/2016	\$2,500.00



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**Business and Customer Agreements**

**Assignable Customer Contracts**

Customer Name	Contract Start Date	Contract End Date	Amount
University of Denver, Daniels College of Business	09/01/2016	08/31/2017	\$2,400.00
University of Detroit Mercy	08/01/2016	07/31/2017	\$1,995.00
University of Exeter	09/01/2016	08/31/2017	\$3,850.00
University of Georgia, Terry College of Business	08/01/2016	07/31/2017	\$1,800.00
University of Houston - Victoria	09/01/2016	08/31/2017	\$1,500.00
University of Houston C.T. Bauer School of Business	09/01/2016	08/31/2017	\$2,300.00
University of Iowa - Pomerantz Career Center	07/01/2016	06/30/2017	\$1,999.00
University of Iowa, Tippie MBA Career Services	07/01/2016	06/30/2017	\$2,400.00
University of Louisiana at Monroe	10/15/2016	10/14/2017	\$1,800.00
University of Louisville	08/01/2016	07/31/2017	\$2,800.00
University of Manitoba - Faculty of Medicine	01/01/2016	12/31/2016	\$1,500.00
University of Maryland	07/01/2016	06/30/2017	\$1,800.00
University of Maryland University College	09/01/2016	08/31/2017	\$4,995.00
University of Massachusetts - Lowell	12/01/2016	11/30/2017	\$1,800.00
University of Massachusetts Amherst College of Social & Behavioral Sciences	01/05/2016	01/04/2017	\$2,050.00
University of Massachusetts- Boston	01/06/2016	01/05/2017	\$3,295.00
University of Melbourne - System Wide	12/01/2016	11/30/2017	\$6,000.00
University of Mississippi	11/01/2016	10/31/2017	\$2,520.00
University of Missouri	08/28/2016	08/27/2017	\$4,428.00
University of Missouri Trulaske School of Business	04/01/2016	03/31/2017	\$1,995.00
University of Nebraska - Lincoln	01/01/2016	12/31/2016	\$2,300.00
University of New Hampshire Advising and Career Center	07/01/2016	06/30/2017	\$2,000.00
University of North Carolina - Greensboro	02/01/2016	01/31/2017	\$2,800.00
University of North Carolina - Kenan Flagler Business School	05/01/2016	04/30/2017	\$2,800.00
University of North Carolina - Kenan-Flagler Master of Accounting Program	08/01/2016	07/31/2017	\$500.00
University of North Carolina - Pembroke	07/01/2016	06/30/2017	\$2,000.00
University of North Dakota	11/01/2016	10/31/2017	\$2,000.00
University of North Florida	10/01/2016	09/30/2017	\$2,800.00
University of Northwestern	08/01/2014	07/31/2017	\$3,600.00
University of Oregon	07/01/2016	06/30/2017	\$2,800.00
University of Otago	09/01/2016	08/31/2017	\$3,200.00
University of Pennsylvania - School of Law	07/01/2016	06/30/2017	\$1,500.00
University of Pennsylvania - Wharton School of Business	02/01/2016	01/31/2017	\$2,300.00
University of Pittsburgh Katz School of Business	08/01/2016	07/31/2017	\$2,400.00
University of Richmond	07/01/2016	06/30/2017	\$1,500.00
University of San Diego - MBA Program	03/01/2016	02/28/2017	\$1,500.00
University of San Francisco, School of Management MBA Career Services	09/01/2016	08/31/2017	\$3,600.00
University of South Alabama	08/01/2016	07/31/2017	\$2,500.00
University of South Carolina Career Center	02/01/2016	01/31/2017	\$3,295.00
University of Southern California School of Social Work	01/24/2016	01/23/2017	\$7,200.00
University of Southern Indiana	10/01/2016	09/30/2017	\$2,112.00
University of St. Thomas MBA	03/01/2016	02/28/2017	\$2,800.00
University of Stirling	08/01/2016	07/31/2017	\$3,000.00
University of Technology	12/06/2016	12/05/2017	\$4,000.00

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**Business and Customer Agreements**

**Assignable Customer Contracts**

Customer Name	Contract Start Date	Contract End Date	Amount
University of Tennessee	03/01/2016	02/28/2017	\$2,800.00
University of Texas at Tyler	08/01/2016	07/31/2017	\$2,000.00
University of the Pacific, Career Resource Center	06/01/2016	05/31/2017	\$1,800.00
University of the Sciences	09/01/2016	08/31/2017	\$1,500.00
University of Toledo - College of Pharmacy	11/01/2016	10/31/2017	\$500.00
University of Virginia Darden School of Business	01/01/2016	12/31/2016	\$2,400.00
University of Virginia Undergrad	07/01/2016	06/30/2017	\$2,800.00
University of Washington - Foster School of Business	09/01/2016	08/31/2017	\$1,500.00
University of Waterloo	01/11/2016	01/10/2017	\$1,620.00
University of West Florida Career Services	07/15/2016	07/14/2017	\$3,295.00
University of West Georgia	08/01/2016	07/31/2017	\$2,495.00
University of Western Australia	08/01/2016	07/31/2017	\$2,000.00
University of Western Ontario - School of Law	07/01/2016	06/30/2017	\$1,500.00
University of Wisconsin - Eau Claire	08/01/2016	07/31/2017	\$2,000.00
University of Wisconsin - Madison MBA	09/01/2016	08/31/2017	\$1,800.00
University of Wisconsin - Madison Undergrad	08/12/2016	08/11/2017	\$1,700.00
University of Wisconsin - Stevens Point	11/01/2016	10/31/2017	\$1,200.00
uShip	05/22/2016	05/21/2017	\$1,800.00
UW-Milwaukee Lubar School of Business	08/01/2016	07/31/2017	\$1,850.00
Vail Unified School District	02/06/2016	02/05/2017	\$1,500.00
Valparaiso University	01/01/2016	12/31/2016	\$1,500.00
Vanderbilt University Medical Center	08/25/2016	08/24/2017	\$7,500.00
Viacom	08/01/2016	07/31/2017	\$15,000.00
Victoria University	12/31/2014	12/30/2016	\$8,000.00
Villanova University	06/01/2016	05/31/2017	\$2,800.00
Virginia Community College System	06/09/2016	06/08/2017	\$15,000.00
Virginia International University	02/01/2016	01/31/2017	\$1,500.00
Virginia Polytechnic Institute and State University	11/01/2016	10/31/2017	\$2,800.00
Vision Service Plan (VSP)	09/05/2016	09/04/2017	\$5,988.00
Viterbo University	07/01/2016	06/30/2017	\$2,050.00
Wake Forest University	08/01/2016	07/31/2017	\$1,350.00
Walsh University	08/01/2016	07/31/2017	\$2,050.00
Washington and Lee University	07/01/2016	06/30/2017	\$1,500.00
Washington State University Academic Success and Career Center Pullman Campus	09/05/2016	09/04/2017	\$3,780.00
Waukesha County Workforce Development Center	10/01/2016	09/30/2017	\$6,595.00
Wayne State College	07/01/2016	06/30/2017	\$1,500.00
Wayne State University Law School	09/30/2016	09/29/2017	\$1,200.00
Weatherford	01/28/2016	01/27/2017	\$3,900.00
West Piedmont Workforce Investment Board	11/12/2016	11/11/2017	\$3,800.00
Western University of Health Sciences - COMP	03/17/2016	03/16/2017	\$1,995.00
Westfield State University	01/10/2016	01/09/2017	\$1,500.00
Westport One	01/22/2016	01/21/2017	\$2,000.00
Whole30	11/16/2016	12/15/2016	\$0.00
William Jessup University	08/01/2016	07/31/2017	\$500.00
Williams College	07/21/2016	07/20/2017	\$1,400.00
Winona State University	09/01/2016	08/31/2017	\$600.00

**Exhibit 1.1(iv)**  
**Business and Customer Agreements**

**Assignable Customer Contracts**

Customer Name	Contract Start Date	Contract End Date	Amount
Wohlsen Construction	09/02/2016	09/01/2017	\$1,800.00
Workforce Alliance	06/01/2016	05/31/2017	\$6,590.00
Workforce Investment Board of Southwest Missouri	06/01/2016	05/31/2017	\$15,800.00
Workforce Solutions Borderplex	02/16/2016	02/15/2017	\$2,500.00
WorkSmart Staffing	10/01/2016	12/30/2017	\$1,584.00
WorldBridge Partners	11/17/2016	11/16/2017	\$2,000.00
Wright Medical	06/20/2016	06/19/2017	\$1,800.00
Yale School of Management	07/01/2016	06/30/2017	\$2,000.00
York University Schulich School of Business	09/01/2016	08/31/2017	\$2,300.00
Zayed University	11/04/2016	11/03/2017	\$2,995.00
Zelus Consulting Group	02/28/2016	02/27/2017	\$1,800.00
Zylun Staffing LLC	12/09/2016	12/08/2017	\$1,800.00
<b>Total Assignable Contracts</b>			<b>\$2,142,061.22</b>

<sup>1</sup> Sodexo contract face value based on estimated annual billings under usage-based billing agreement.

**Exhibit 1.1(iv)**  
**Business and Customer Agreements**

**Customer Contracts Requiring Written Consent**

Customer Name	Contract Start Date	Contract End Date	Face Amount of Contract	Remaining Value	1.6x Remaining Value
Appalachian State University	09/01/2016	08/31/2017	\$2,000.00	\$1,434.07	\$2,294.51
Austin Peay State University, Office of Career Services	07/01/2016	06/30/2017	\$2,400.00	\$1,312.09	\$2,099.34
Bates College	09/01/2016	08/31/2017	\$1,250.00	\$896.29	\$1,434.07
Bellevue University	07/01/2016	06/30/2017	\$1,500.00	\$820.05	\$1,312.09
Boston College	09/01/2016	08/31/2017	\$2,000.00	\$1,434.07	\$2,294.51
Brandeis University - Hiatt Career Center	07/01/2016	06/30/2017	\$1,700.00	\$929.40	\$1,487.03
Brigham Young University - Hawaii	08/01/2016	07/31/2017	\$2,400.00	\$1,516.48	\$2,426.37
California State University - Long Beach - Career Development Center	07/01/2016	06/30/2017	\$2,800.00	\$1,530.77	\$2,449.23
Center High School	01/15/2016	01/14/2017	\$1,500.00	\$131.51	\$210.41
CGI Technologies and Solutions	12/01/2016	11/30/2017	\$5,500.00	\$5,318.68	\$8,509.89
China Europe International Business School	09/01/2016	08/31/2017	\$2,000.00	\$1,434.07	\$2,294.51
Cigna	01/01/2016	12/31/2017	\$120,000.00	\$62,958.90	\$100,734.25
Claremont McKenna College	07/01/2016	06/30/2017	\$1,500.00	\$820.05	\$1,312.09
College of Charleston	09/01/2016	08/31/2017	\$2,000.00	\$1,434.07	\$2,294.51
Colorado State University - College of Business	04/01/2016	03/31/2017	\$2,400.00	\$712.09	\$1,139.34
Davenport University	08/01/2016	07/31/2017	\$2,000.00	\$1,263.74	\$2,021.98
Dell	06/20/2014	06/19/2017	\$288,000.00	\$49,446.58	\$79,114.52
DePaul University	08/01/2016	07/31/2017	\$2,800.00	\$1,769.23	\$2,830.77
DOC Corporate Group LLC	11/15/2016	11/14/2017	\$2,088.00	\$1,927.38	\$3,083.82
Drexel University, LeBow College	06/01/2016	05/31/2017	\$1,450.00	\$673.21	\$1,077.14
East Carolina University	02/01/2016	01/31/2017	\$1,800.00	\$241.64	\$386.63
Emory University - Goizueta Business School	08/01/2016	07/31/2017	\$2,400.00	\$1,516.48	\$2,426.37
ESADE Business School	08/01/2016	07/31/2017	\$2,000.00	\$1,263.74	\$2,021.98
Harvard University - Arts and Sciences	08/03/2016	08/02/2017	\$2,000.00	\$1,274.73	\$2,039.56
Harvard University School of Public Health	09/01/2016	08/31/2017	\$600.00	\$430.22	\$688.35
HEC Montreal	09/01/2016	08/31/2017	\$2,400.00	\$1,720.88	\$2,753.41
Ivy Tech Community College	10/01/2016	09/30/2017	\$8,400.00	\$6,715.38	\$10,744.62
James Madison University	05/01/2016	04/30/2017	\$2,800.00	\$1,061.54	\$1,698.46
John Carroll University	01/01/2016	12/31/2016	\$1,500.00	\$73.97	\$118.36
Johns Hopkins University, P.H. Nitze SA	09/01/2016	08/31/2017	\$850.00	\$609.48	\$975.16
Johnson & Johnson	01/01/2014	01/01/2017	\$213,000.00	\$3,692.52	\$5,908.03
London School of Economics	09/01/2016	08/31/2017	\$1,500.00	\$1,075.55	\$1,720.88
LSU Shreveport	12/21/2015	12/20/2016	\$1,620.00	\$31.07	\$49.71
Massachusetts Institute of Technology Sloan School of Management	07/01/2015	06/30/2017	\$7,500.00	\$2,044.52	\$3,271.23
Middle Tennessee State University	07/01/2016	06/30/2017	\$2,800.00	\$1,530.77	\$2,449.23

**Exhibit 1.1(iv)**  
**Business and Customer Agreements**

**Customer Contracts Requiring Written Consent**

Customer Name	Contract Start Date	Contract End Date	Face Amount of Contract	Remaining Value	1.6x Remaining Value
Monash University	12/15/2014	12/14/2017	\$18,000.00	\$6,016.44	\$9,626.30
MTS	10/22/2016	10/21/2017	\$3,000.00	\$2,571.43	\$4,114.29
New York State Department of Labor, Division of Employment & Workforce Solutions	11/02/2016	11/01/2017	\$12,000.00	\$10,648.35	\$17,037.36
Northwestern University, Kellogg School of Management	11/01/2016	10/31/2017	\$1,200.00	\$1,061.54	\$1,698.46
Peel District School Board	07/15/2016	06/30/2017	\$4,753.34	\$2,702.61	\$4,324.18
Praxair Inc.	06/23/2016	06/22/2017	\$5,400.00	\$2,833.52	\$4,533.63
Southern Methodist University Dedman School of Law	08/01/2016	07/31/2017	\$1,200.00	\$758.24	\$1,213.19
St. Edward's University	09/01/2016	08/31/2017	\$1,500.00	\$1,075.55	\$1,720.88
Texas A&M University - Mays Business School	09/01/2016	08/31/2017	\$500.00	\$358.52	\$573.63
The Hershey Company	10/01/2016	09/30/2017	\$60,000.00	\$47,967.03	\$76,747.25
The Rockefeller University	02/01/2016	01/31/2017	\$3,500.00	\$469.86	\$751.78
The University of Trinidad and Tobago	10/15/2016	10/14/2017	\$2,650.00	\$2,220.47	\$3,552.75
Trevecca Nazarene University	07/01/2016	06/30/2017	\$1,500.00	\$820.05	\$1,312.09
Tuck School of Business at Dartmouth	08/01/2016	07/31/2017	\$2,800.00	\$1,769.23	\$2,830.77
University of Baltimore	01/01/2016	12/31/2016	\$1,500.00	\$73.97	\$118.36
University of British Columbia, Sauder School of Business	07/01/2016	06/30/2017	\$2,400.00	\$1,312.09	\$2,099.34
University of California - San Diego Rady School of Mgmt	01/01/2016	12/31/2016	\$1,800.00	\$88.77	\$142.03
University of Chicago Booth	04/01/2016	03/31/2017	\$2,400.00	\$712.09	\$1,139.34
University of Hertfordshire	10/01/2016	09/30/2017	\$2,800.00	\$2,238.46	\$3,581.54
University of Kentucky - Undergrad and MBA	08/01/2016	07/31/2017	\$3,300.00	\$2,085.16	\$3,336.26
University of Michigan - Alumni Association	07/01/2016	06/30/2017	\$1,500.00	\$820.05	\$1,312.09
University of Nevada - Reno	08/01/2016	07/31/2017	\$1,800.00	\$1,137.36	\$1,819.78
University of Nevada Las Vegas - School of Nursing	03/01/2016	02/28/2017	\$1,800.00	\$380.77	\$609.23
University of North Carolina - Chapel Hill	08/01/2016	07/31/2017	\$1,800.00	\$1,137.36	\$1,819.78
University of North Carolina - Wilmington	01/01/2016	12/31/2016	\$2,800.00	\$138.08	\$220.93
University of Pennsylvania	09/01/2016	08/31/2017	\$2,800.00	\$2,007.69	\$3,212.31
University of South Florida - Sarasota/Manatee	07/06/2016	07/05/2017	\$1,200.00	\$672.53	\$1,076.04
University of South Florida - St. Petersburg	08/01/2016	07/31/2017	\$1,968.00	\$1,243.52	\$1,989.63
University of Texas at Arlington	08/01/2016	07/31/2017	\$1,800.00	\$1,137.36	\$1,819.78
University of Western Ontario	08/01/2016	07/31/2017	\$1,200.00	\$758.24	\$1,213.19
University of Windsor - School of	09/01/2016	08/31/2017	\$2,000.00	\$1,434.07	\$2,294.51

**Exhibit 1.1(iv)**  
**Business and Customer Agreements**

**Customer Contracts Requiring Written Consent**

Customer Name	Contract Start Date	Contract End Date	Face Amount of Contract	Remaining Value	1.6x Remaining Value
Law					
University of Wisconsin - Lacrosse	07/01/2016	06/30/2017	\$2,000.00	\$1,093.41	\$1,749.45
Utah Valley University	09/01/2016	08/31/2017	\$2,800.00	\$2,007.69	\$3,212.31
Virginia Commonwealth University	08/01/2016	07/31/2017	\$1,100.00	\$695.05	\$1,112.09
Wilkes University	07/01/2016	06/30/2017	\$1,000.00	\$546.70	\$874.73
Wisconsin Indianhead Technical College - System Wide	07/01/2016	06/30/2017	\$3,200.00	\$1,749.45	\$2,799.12
Total Contracts Requiring Consent			\$861,429.34	\$265,787.94	\$425,260.71

**Exhibit 1.1(iv)**  
**Business and Customer Agreements**

**Business/Vendor Service Agreements Listing**

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Amazon Web Services	Linked In
Ambold's Key Lock & Alarm LLC	Mailgun
Atlassian	Maxmind
Browserstack	Nettitude, Inc.
Bullhorn	Nickelled
DYN	Parks Coffee
Federal Express Corporation	Texas Document Solutions
GoDaddy	Tokbox
Google Adwords	Wowza Media Systems, LLC
Google For Work	Zendesk
GradLeaders, Inc. (Formerly CSO Research, Inc.)	Zoho
GradLeaders, Inc. (Formerly MBA Focus, LLC)	Zones, Inc.
Hootsuite Media, Inc.	Zoom.US

\*TO BE UPDATED AS OF THE CLOSING DATE

**Exhibit 1.1(vi)**  
**Supplies**

No supplies exist on the balance sheet as of October 31, 2016. Supplies actually on hand are *de minimis* and consist of a small amount of typical office supplies and vending items.



**Exhibit 1.1(vii)**  
**Miscellaneous Assets**

Domain Names

INTERVIEWSTREAM.COM	CORPORATEINTERVIEW.COM	VIDEOINTERVIEWONLINE.COM
INTERVIEWSTREAM.BIZ	EXPRESSINTERVIEWS.COM	VIDEOINTERVIEWSONLINE.COM
INTERVIEWSTREAM.INFO	GLOBALSALESTRAINING.COM	VIDEOINTERVIEWTRAINING.COM
INTERVIEWSTREAM.NET	GRADUATESCHOOLINTERVIEW.COM	VIDEOMOCKINTERVIEW.COM
INTERVIEWSTREAM.COM	GREENINTERVIEW.COM	WALKINGDEADINTERVIEW.COM
JOBINTERVIEWSITE.COM	GREENINTERVIEWING.COM	WALKINGDEADINTERVIEW.NET
SCARYINTERVIEW.COM	GREENJOBINTERVIEWS.COM	WALKINGDEADINTERVIEW.ORG
isthrive.co	GREENPRACTICEINTERVIEW.COM	WORKFORCEPREP.COM
INTERVIEWSTREAMBETA.COM	HIREALUMNI.COM	WORKZOMBIE.COM
ROLEPLAYPRO.COM	INTERACTIVEJOBTRAINING.COM	
IVMESSAGE.COM	INTERNALTRAINING.COM	
JOBIDOL.COM	INTERNSHIPINTERVIEW.COM	
UBER-RECRUITER.COM	INTERVIEWANYWHERE.COM	
UBER-RECRUITER.NET	INTERVIEWCALENDAR.COM	
ivstre.am	INTERVIEWCANDIDATES.COM	
VIDEO-ENGINE.COM	INTERVIEWHIRE.COM	
UMMLIKE.COM	INTERVIEWHIRE.NET	
VIDEOINTERVIEWCOMPARISON.COM	INTERVIEWHIRE.ORG	
isthrive.us	INTERVIEWPREPARE.COM	
INTERVIEWSTREAM.IN	INTERVIEWPREPONLINE.COM	
INTERVIEWSTREAM.MOBI	INTERVIEWPROFILE.COM	
INTERVIEWSTREAM.ORG	INTERVIEWRTC.COM	
ISCAREERFAIR.COM	JOBFAIRINTERVIEWS.COM	
ISCAREERFAIR.NET	JOBINTERVIEWPRACTICE.COM	
ISCAREERFAIR.ORG	JOBINTERVIEWSONLINE.COM	
ISPREP.COM	LOCALJOBHUNT.COM	
ISPREP.NET	MYINTERVIEWGUIDE.COM	
ISPREP.ORG	MYJOBLOCATOR.COM	
ROLEPLAYPRO.NET	ONCAMPUSINTERVIEW.COM	
ROLEPLAYPRO.ORG	ONLINEINTERVIEWPREP.COM	
IVMESSAGE.NET	RESUMEANDINTERVIEW.COM	
IVMESSAGE.ORG	REVIEWMYRESUME.COM	
BOOTCAMPINTERVIEW.COM	SALESPEOPLETRAINING.COM	
CAMPUSINTERVIEWING.COM	SIMPLYINTERVIEW.COM	
CANDIDATEINTERVIEW.COM	UMLIKE.COM	
CAREERTRAININGPORTAL.COM	VIDEOINTERVIEWING.COM	

**Exhibit 1.1(vii) (continued)**  
**Miscellaneous Assets**

Phone Numbers (currently registered with Time Warner Cable)

254-313-1828

877-337-3538

877-404-1960

877-520-2226

877-573-8848

877-773-3164

No assets or other properties are being leased by InterviewStream, Inc., which would be subject to Sections 4.16 or 4.18.

**Exhibit 2.1**  
**Net Working Capital Formula**

<u>Net Working Capital Formula</u>	<u>October 31, 2016</u>	<u>November 30, 2016</u>
<b>Current Assets</b>		
Accounts Receivable	\$ 345,210.78	TBD
Prepaid Assets	<u>7,868.95</u>	<u>TBD</u>
<b>Total Current Assets</b>	\$ 353,079.73	TBD
<b>Liabilities</b>		
Deferred Revenue	\$ 1,181,986.27	TBD
<b>Total Liabilities</b>	<u>\$ 1,181,986.27</u>	<u>TBD</u>
<b>Net Working Capital</b>	<u>\$ (828,906.54)</u>	<u>TBD</u>
<b>Change in Net Working Capital</b>		TBD

\* CALCULATED AS SOON AS PRACTICAL AFTER THE CLOSING DATE

**Exhibit 2.2(ii)**  
**Form of Note and Loan and Security Agreement**

## LOAN AND SECURITY AGREEMENT

This Loan and Security Agreement (this "Agreement"), is between InterviewStream, Inc., a Texas corporation (together with its successors and permitted assigns, the "Lender"), and RIVS.com, Inc., a Delaware corporation (together with its successors and permitted assigns, the "Borrower"), and is dated as of December 14, 2016 (the "Effective Date").

### WITNESSETH:

WHEREAS, as contemplated by the Asset Purchase Agreement (as defined below), the Borrower desires to obtain seller financing from the Lender according to the terms and conditions set forth herein; and

WHEREAS, the Lender is willing to provide such seller financing to the Borrower subject to the terms and conditions set forth herein (including, without limitation, the assignment and grant by the Borrower to the Lender of the security interest in the Collateral as provided herein).

NOW THEREFORE, the parties agree as follows:

### ARTICLE I

#### DEFINITIONS

When used herein the following terms have the following meanings:

"Accrual Period" means, initially, the period beginning on the Effective Date and ending on December 31, 2016, and thereafter, each monthly period beginning on the first day of such calendar month and ending on the last day of such calendar month, in each case for the Payment Date in the following month; provided, however, that the final Accrual Period shall end on, but exclude, the Maturity Date and the Accrual Period with respect to the date of any prepayment, in whole or in part, of the outstanding principal of the Loan pursuant to Section 2.5 of the Agreement to the extent of the amount being prepaid shall end on but exclude the date of any such prepayment.

"Agreement" has the meaning given to that term in the Preamble of this Agreement, as amended, restated, supplemented or otherwise modified from time to time.

"Amortization Schedule" has the meaning given to that term in Section 2.3 of this Agreement.

"Asset Purchase Agreement" means the Asset Purchase Agreement dated December 8, 2016, by and between the Lender, as seller, and the Borrower, as buyer.

"Borrower" has the meaning given to that term in the Preamble of this Agreement.

"Business Day" means, with respect to any payment, a day other than Saturday or Sunday on which banks are open for business in Waco, Texas.

**“Collateral”** has the meaning given to that term in Section 6.1 of this Agreement.

**“Effective Date”** has the meaning given to that term in the Preamble of this Agreement.

**“Event of Default”** has the meaning given to that term in Article VII of this Agreement.

**“Installment Payment Date”** has the meaning given to that term in Section 2.3 of this Agreement.

**“Lender”** has the meaning given to that term in the Preamble of this Agreement.

**“LIBOR Determination Date”** means, for each Accrual Period, the second business day before the beginning of that Accrual Period; provided, however, if the 1-Year LIBOR Rate is not published on such day, the LIBOR Determination Date shall be the earliest prior business day for which such rate was published. For purposes of calculating the 1-Year LIBOR Rate, a business day is any day on which banks in New York City and the City of London are open for the transaction of international business.

**“Lien”** means any interest in property securing an obligation owed to, or a claim by, a Person other than the owner of the property, whether such interest is based on the common law, statute or contract, and including but not limited to the security interest lien arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt for a lease, consignment or bailment for security purposes.

**“Loan”** has the meaning given to that term in Section 2.1 of this Agreement.

**“Loan Documents”** means this Agreement, the Note and each certificate, agreement or document made or entered into by the Borrower with or in favor of the Lender in connection with or pursuant to any of the foregoing.

**“Material Adverse Change”** with respect to any event or circumstance and any Person, means that such event or circumstance would have a material adverse effect on: (i) the business, assets, financial condition, prospects or operations of such Person; (ii) the ability of such Person to perform its obligations under this Agreement or any other Loan Document; (iii) the validity, enforceability or collectability of this Agreement or any other Loan Document to which such Person is a party; or (iv) the status, existence, perfection, priority or enforceability of this Agreement or the Lender’s security interest in the Collateral.

**“Maturity Date”** means the earlier to occur of (i) March 2, 2021 and (ii) the date the Obligations become due and payable pursuant to Section 8.1 of this Agreement.

**“Note”** has the meaning given to that term in Section 2.1 of this Agreement.

**“Obligations”** means all unpaid principal of, and accrued and unpaid interest due on, the Loan and all other obligations, interest, fees, charges and expenses of the Borrower to the Lender arising under or in connection with the Loan Documents.

**"1-Year LIBOR Rate"** means the 12 month US Dollar (USD) LIBOR interest rate that is the average interest rate at which a selection of banks in London are prepared to lend to one another in American dollars with a maturity of 12 months as published by the Wall Street Journal or similar publication.

**"Operative Instruments"** means the articles of incorporation, bylaws or comparable agreement of a corporation.

**"Payment Date"** means with respect to the Loan, (a) the 2nd Business Day of each calendar month, beginning April 4, 2017; (b) each Installment Payment Date; (c) the Maturity Date; and (d) the date of any optional prepayment under Section 2.5 of this Agreement; provided, however, if any such day is not a Business Day, the Payment Date shall be the next Business Day.

**"Permitted Liens"** shall mean only a Lien that is expressly consented to in a signed writing by the Lender that relates to indebtedness that is incurred by the Borrower in accordance with the requirements of Section 5.3(c)(iii) of this Agreement.

**"Person"** means any corporation, natural person, firm, joint venture, partnership, trust, unincorporated organization, enterprise, government or any department or agency of any government.

**"Subsidiary"** means, with respect to the Borrower at any date, any corporation, limited liability company, partnership, association or other entity that is owned, controlled or held by the Borrower or one or more subsidiaries of the Borrower.

**"True-Up Amount"** has the meaning given to that term in Section 2.2(d) of this Agreement.

**"True-Up Date"** has the meaning given to that term in Section 2.3 of this Agreement.

**"UCC"** means the Uniform Commercial Code as in effect from time to time in State of Delaware.

## ARTICLE II THE LOAN

2.1 **Loan.** Subject to satisfaction of the conditions set forth in Article III hereof, the Lender and the Borrower each hereby agree, on the terms and conditions set forth in this Agreement, that a portion of the purchase price set forth in Section 2.2(ii) of the Asset Purchase Agreement will be reflected by a secured loan in the principal amount equal to \$3,000,000.00 payable by the Borrower to the Lender (the "**Loan**") hereunder. The obligation of the Borrower to repay the principal amount of the Loan, and any and all interest which accrues thereon, shall be evidenced by a promissory note executed and delivered by the Borrower in the form of **Exhibit A** hereto (the "**Note**") and shall be secured by the Collateral (as described in Article VI hereof).

2.2 **Interest on Loan.**

(a) Interest Rates. The Loan shall bear interest on the unpaid principal amount thereof from time to time outstanding, until paid, at a rate per annum (calculated based on a year of 360 days for the actual days elapsed) as follows:

(i) The principal balance of the Loan from time to time outstanding shall bear interest at an annual rate equal to 1-Year LIBOR Rate plus 10.00%, from the date such Loan is initially made to, but not including, the date such Loan is paid in full.

(ii) Notwithstanding anything contained herein to the contrary, the Lender shall never be entitled to receive, collect or apply as interest on the Loan any amount in excess of the maximum rate of interest permitted to be charged by applicable law.

(b) Determination of Interest Rates. The 1-Year LIBOR Rate for the Loan shall be determined by the Lender on each day any principal on such Loan remains outstanding on the applicable LIBOR Determination Date for each Accrual Period. The Lender shall calculate the interest on the Loan. In the absence of manifest error, all determinations of interest on the Loan by the Lender will be conclusive for all purposes and binding on the Borrower. All percentages resulting from any calculation of the rate of interest on the Loan will be rounded, if necessary, to the nearest 1/100,000 of 1%, or 0.0000001, with five one-millionths of a percentage point being rounded upward.

(c) Payment Dates. Interest accrued on the Loan during each Accrual Period shall be due and payable and shall be paid on each of:

(i) the Maturity Date;

(ii) each monthly interest Payment Date and Installment Payment Date;

(iii) the date on which the Loan is optionally prepaid pursuant to Section 2.5;  
and

(iv) the date on which the Loan is accelerated pursuant to Section 8.1.

(d) Interest Calculations. The Lender agrees to calculate for each Accrual Period and the aggregate total for all Accrual Periods: (i) the amount of interest that is accrued at the interest rate set forth in Section 2.2 of this Agreement; (ii) the amount of interest that is actually paid on each Payment Date pursuant to the Amortization Schedule; and (iii) the difference between (i) and (ii) (the "True-Up Amount"). Upon reasonable request from the Borrower, the Lender agrees to provide to the Borrower these calculations and instructions with respect to the amount payable for a Payment Date.

2.3 Principal Payments. The Borrower shall repay principal of the Loan (together with the stipulated amount of accrued interest thereon) on consecutive monthly installment repayment dates (each, an "Installment Payment Date") each occurring on the 2<sup>nd</sup> Business Day of each calendar month, beginning April 4, 2017, following the amortization schedule shown on Exhibit B (the "Amortization Schedule"). Interest accrued beginning of the Effective Date and ending on the Accrual Period ending February 28, 2017 shall be capitalized and added to the principal balance of the Loan. On the Maturity Date or the payoff date if the Loan is paid



off early, whichever occurs first (the "True-Up Date"), the parties shall determine the True-Up Amount. Such final payment shall be increased by the True-Up Amount for any underpayment of interest on the Loan or shall be decreased by the True-Up Amount for any overpayment of interest on the Loan, as applicable.

2.4 Method of Payment. All payments hereunder for principal, interest and other amounts shall be made in lawful money of the United States of America and in immediately available funds to the Lender at such account as the Lender may designate in writing from time to time to the Borrower.

2.5 Optional Prepayments. The Borrower may, at Borrower's option, prepay at any time, or from time to time, in whole or in part without penalty or expense, outstanding principal on the Loan. The Borrower will give the Lender written notice of each optional prepayment under this Section 2.5 not less than three (3) Business Days prior to the proposed date of such prepayment. Each such notice shall specify such requested prepayment date and the aggregate principal amount of the Loan to be prepaid on such date. Any prepayments made pursuant to this Section 2.5 of this Agreement shall be applied against the required installment principal payments in reverse sequential order, commencing with the last Installment Payment Date occurring on the Maturity Date and ending with the earliest Installment Payment Date.

2.6 Taxes. All payments by the Borrower under this Agreement shall be made free and clear of any restrictions or conditions, without set off or counterclaim, and free and clear of, and without any deduction or withholding whether for or on account of tax or otherwise.

2.7 Application of Payments. All payments received by or on behalf of the Borrower with respect of the Obligations shall be determined by the Lender and applied thereto in the following order: first, all obligations, charges and expenses of the Borrower to the Lender arising under or in connection with the Loan Documents (other than payments described in second through third of this Section); second, accrued and unpaid interest due on the Loan; and third, unpaid principal of the Loan.

2.8 Adjustment Amount and Credit Against Principal. To the extent that there is an Adjustment Amount, as provided in Section 2.1 of the Asset Purchase Agreement, the next succeeding required principal payment on the applicable Installment Payment Date shall be increased or decreased to reflect such Adjustment Amount. To the extent provided in Section 4.9 of the Asset Purchase Agreement, the Borrower shall receive a credit against the outstanding principal amount of the Loan. Any such credit shall be treated under this Agreement as an optional prepayment of outstanding principal on the Loan as provided in Section 2.5 of this Agreement.

### ARTICLE III CONDITIONS PRECEDENT

3.1 Deliveries. The obligation of the Lender to make the Loan hereunder shall be subject to satisfaction of the following conditions precedent:

(a) The Borrower shall have furnished to the Lender the following, each in form and substance satisfactory to the Lender and its counsel, each dated as of the Effective Date (or such other date as shall be acceptable to the Lender) and duly executed by the Borrower:

- (i) this Agreement;
- (ii) the Note;
- (iii) the Asset Purchase Agreement;
- (iv) A good standing certificate for the Borrower;
- (v) Certified copies of the Operative Instruments of the Borrower;
- (vi) Financing statements on Form UCC-1 naming the Borrower as the debtor and the Lender, as the secured party, in proper form for filing in all appropriate jurisdictions to perfect the Lender's security interest in the Collateral and to create a valid, perfected lien on the Collateral in favor of the Lender that shall be senior in priority to all other Liens or interests (except with respect to any Permitted Liens);
- (vii) Search reports as of a recent date acceptable to the Lender provided in writing to the Lender by the Borrower, in a form acceptable to the Lender, listing all effective financing statements that name Borrower and/or any Subsidiary as debtor; and
- (viii) such other documents as the Lender or its counsel may reasonably request.

ARTICLE IV  
REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender that:

4.1 Name, Etc. The Borrower's legal name is correctly set forth on the signature page hereto and the other information regarding the Borrower set forth in any Loan Document, including without limitation, below the Borrower's signature hereto is true, correct and complete on the date hereof.

4.2 Enforceable Obligations. The Borrower has the power and authority to enter into this Agreement and the other Loan Documents. The execution, delivery and performance by the Borrower of the Loan Documents and the consummation of the transactions contemplated by this Agreement and the other Loan Documents have been duly authorized by all necessary action, including necessary actions by directors, members, shareholders or trustees, as the case may be and: (i) will not violate any law or regulation, or any order or decree of any court or governmental instrumentality; (ii) will not violate any Operative Instruments of the Borrower, (iii) will not conflict with or result in the breach or termination of, constitute a default under, or accelerate any performance required by, any indenture, mortgage, deed of trust, lease, agreement or other instrument to which the Borrower is a party or by which the Borrower or any of its property is bound; (iv) will not result in the creation or imposition of any Lien upon any of the

property of the Borrower other than those in favor of the Lender pursuant to this Agreement; and (v) do not require the consent or approval of any governmental body, agency, authority or any other Person, except such consents as have been obtained. Each of the Loan Documents when delivered hereunder shall constitute a legal, valid and binding obligation of the Borrower, enforceable against it in accordance with its terms.

4.3 Taxes; Compliance with Laws. The Borrower has filed or caused to be filed all federal, state and local tax returns that are required to be filed by the Borrower, which returns were true, accurate and complete in all material respects, and has paid or caused to be paid all taxes shown to be due and payable on such returns or on any assessments received by the Borrower. The Borrower is not in violation in any material respect of any applicable law, rule, regulation, order, judgment, writ or decree of any governmental authority applicable to the Borrower or the property of the Borrower.

4.4 Solvency. After giving effect to the Loan, the Borrower shall be solvent.

4.5 Complete Disclosure. All factual information including, without limitation, all financial statements, furnished by or on behalf of the Borrower to the Lender for purposes of or in connection with this Agreement and the other Loan Documents is, and all other such factual information hereafter furnished by or on behalf of the Borrower will be, true and accurate in all material respects on the date as of which such information is furnished. Since the date of the Borrower's most recent financial statements, tax returns or other financial representations delivered or made to the Lender, there has been no Material Adverse Change in the business, condition (financial or otherwise), obligations, performance, properties, or prospects of the Borrower.

4.6 Absence of Undisclosed Liabilities. To the best of Borrower's knowledge, the Borrower does not have any liabilities or obligations, either accrued, absolute, contingent or otherwise, other than (a) the Obligations and (b) the liabilities and obligations set forth in the financial statements delivered to the Lender.

4.7 No Default. To the best of Borrower's knowledge, the Borrower is not, and after giving effect to this Agreement shall not be, in default in the payment or performance of any contractual obligation. The Borrower is in compliance with the terms and provisions of this Agreement, the other Loan Documents, its Operative Instruments, and with all mortgages, indentures, leases, agreements and other instruments, if any, by which it is bound or to which it or any of its respective properties or assets are subject.

4.8 No Litigation. To the best of Borrower's knowledge, there are no actions, suits, litigations, arbitrations, administrative or other legal proceedings, or investigations, pending or threatened, against the Borrower. There have not been any judgment(s) or other legal proceedings against the Borrower in the past seven (7) years.

4.9 Transact Business. The Borrower has all the necessary right, power and authority to own the Borrower's property and assets and to transact the business in which the Borrower is engaged.

4.10 Title to Assets. The Borrower and any Subsidiaries each have good and marketable title in fee to such of its fixed assets, if any, as are real property, and good and marketable title to all of its other assets and properties, free of any mortgages, pledges, charges, Liens, security interests or other encumbrances of any kind, except for any Permitted Liens.

4.11 Perfected Interest. The Collateral is owned by the Borrower free and clear of any adverse claim, judgment or Lien other than the Lien created hereby and any Permitted Liens. No further action, including any filing or recording of any document, is necessary in order to establish, protect and perfect the security interest of the Lender in the Collateral, which is senior in priority as against any third party in any applicable jurisdiction (except with respect to any Permitted Liens), including, without limitation, any purchaser from, or creditor of, the Borrower. No financing statement or other instrument similar in effect covering any of the Collateral or any interest therein is on file in any recording office except such as may be filed in connection with any Lien arising solely as the result of any action taken by the Lender (or any assignee thereof) or respect to any Permitted Lien.

## ARTICLE V COVENANTS

5.1 General Covenants. For so long as any Obligations remain outstanding under this Agreement, unless the Lender shall otherwise consent in writing, the Borrower shall:

(a) Maintenance of Security Interest. Execute such financing statements and other documents (and pay the cost of filing or recording the same in all public offices reasonably deemed appropriate by the Lender) and do such other acts and things, all as may be necessary or as the Lender may from time to time reasonably request, to establish and maintain a valid security interest in the Collateral (free of all other Liens, claims and rights of third parties whatsoever other than any Permitted Liens) to secure the payment of the Obligations of the Borrower hereunder (and the Borrower hereby authorizes the Lender to file any financing statement that indicates the Collateral includes as all assets of the Borrower or words of similar effect).

(b) Execution of Supplemental Instruments. Execute and deliver to the Lender from time to time, upon demand, such supplemental agreements, statements, assignments, transfers, instructions, instruments or documents as the Lender may reasonably request, in order that the full intent of this Agreement and each other Loan Document may be carried into effect.

(c) Obligations and Taxes. Pay and discharge promptly when due all taxes, assessments and governmental charges or levies imposed upon the Borrower or upon the income or assets of the Borrower before the same shall become delinquent or in default, as well as all lawful claims for labor, materials and supplies or otherwise, which, if unpaid, might give rise to Liens or charges upon such assets or any part thereof.

(d) Solvency. The Borrower shall at all times be solvent.

(e) Compliance with Laws. Comply in all material respects, with all applicable laws, statutes, codes, ordinances, regulations, rules, orders, awards, judgments, decrees, injunctions, approvals and permits.

(f) Books, Records and Inspections. Maintain complete and accurate books and records; permit access by the Lender to the books and records of the Borrower; and permit the Lender to inspect the properties and operations of the Borrower upon fifteen (15) days notice, as the Lender may from time to time request.

(g) Payment and Performance of Contractual Obligations. Perform in a timely manner all of the Borrower's obligations under any and all contracts and agreements.

(h) Insurance. Maintain, or cause others to maintain, insurance with respect to its property and business against such casualties and contingencies and of such types and in such amounts as is customary in the case of institutions of the same type and size and in the same industry.

(i) Preservation of Rights. Obtain, preserve and maintain in good standing, as applicable, all rights, privileges and franchises necessary or desirable for the operation of the Borrower's properties and business.

(j) No Impairment. The Borrower shall not, directly or indirectly or through any Subsidiary, take any action (such as a reorganization, transfer of assets, granting of a Lien, distribution, repurchase, consolidation, merger, dissolution, issue, or sale of securities or any other voluntary action) to avoid or seek to avoid the observance or performance of any of the terms to be observed or performed under this Agreement or the other Loan Documents by the Borrower, but shall at all times in good faith assist in carrying out all of the provisions of this Agreement and the other Loan Documents and in taking all such action and ensuring that its Subsidiaries take such action as may be necessary or appropriate to protect the Lender's rights under this Agreement and the other Loan Documents against impairment.

(k) Continuity of Representations and Warranties. Borrower shall take all actions and make all undertakings to ensure that all representations and warranties of the Borrower set forth in this Agreement and in all other Loan Documents remain true and accurate at all times during the term of this Agreement.

5.2 Reporting Requirements. As long as there are Obligations outstanding under this Agreement, the Borrower will furnish the following to the Lender:

(a) Events of Default. Immediately, upon actual knowledge of the Borrower, give the Lender prompt written notice of any Event of Default under this Agreement or any other default under any other Loan Document or any other agreement that could, in the opinion of the Lender, have a Material Adverse Change on the Borrower.

(b) Monthly Financial Statements. As soon as available and in any event within 45 days after the end of each month of each fiscal year of the Borrower, copies of the

financial statements of the Borrower, prepared in conformity with generally accepted accounting principles.

(c) Annual Financial Statements. As soon as available and in any event within 120 days after the end of each fiscal year of the Borrower, copies of the financial statements of the Borrower prepared and duly certified by a public accounting firm, in conformity with generally accepted accounting principles.

(d) Tax Returns. As soon as available for each year, the federal income tax return (together with all applicable schedules) of the Borrower.

(e) Litigation. As soon as possible and in any event within five Business Days of the Borrower's actual knowledge thereof, written notice of (i) any litigation, investigation or proceeding which may exist at any time that could reasonably be expected to affect the Borrower and (ii) any material adverse development in previously disclosed litigation, including in each case, if known to the Borrower.

(f) Observer Rights. The Borrower shall contemporaneously provide copies to the Lender of all notices, agendas, schedules, resolutions, plans, consents, budgets, reports or other materials made available or provided to the Borrower's board or any committee thereof and shall permit an individual designee of the Lender to attend (or dial-in) to each meeting of the board or any committee thereof. The designee of the Lender shall initially be Justin Green. Any designee of the Lender for purpose of this Subsection shall be required to have a position of "Vice President" or higher with the Lender (or the controlling entity of the Lender).

(g) Other. Promptly, from time to time, such other information, documents, records or reports respecting the condition or operations, financial or otherwise, of the Borrower, as the Lender may from time to time reasonably request.

5.3 Negative Covenants of the Borrower. Without limiting any other covenants and provisions hereof, the Borrower covenants and agrees that for so long as any Obligations remain outstanding under this Agreement, it will comply with and observe the following covenants and provisions, and will not, and will not permit any Subsidiary, without the written consent or waiver of the Lender, to:

(a) Sales, Liens, Etc. Except as otherwise provided herein, sell, assign (by operation of law or otherwise) or otherwise dispose of, or create or suffer to exist any Lien upon or with respect to, any Collateral or property or assets now owned or hereafter acquired (other than any Permitted Liens). Notwithstanding the foregoing, Borrower may sell or all substantially all of its assets, including the Collateral (which includes after acquired assets), provided Borrower pays off the balance of the Loan on or before Borrower's transfer of the Collateral (which includes after acquired assets).

(b) Name, Etc. Change its (a) legal name, (b) address or (c) principal residence or principal place of business, chief executive office, jurisdiction of organization or situs for administration, as applicable.

(c) Indebtedness. Create, incur, assume, guarantee or be or remain liable for, contingently or otherwise, or suffer to exist any indebtedness, except (i) the Obligations; (ii) current credit card balances not to exceed in the aggregate \$100,000; (iii) a bank line of credit not to exceed \$750,000.00 that is obtained with the prior written consent of the Lender, which consent shall not be unreasonably withheld; provided, however, after a consent is provided by the Lender with respect to any such bank line, said cap of \$750,000.00 may be increased (without further consent by the Lender) by \$250,000.00 for every \$500,000.00 of principal reduction made by Borrower on the Loan but only to the extent that, other than the permitted increased principal amount, the other terms of such bank line of credit remain the same; (iv) Borrower's issuance of convertible notes that include an acknowledgement of subordination that is reasonably acceptable to the Lender. With respect to evaluating whether to provide the consent contemplated by (iii) of this subsection, the parties acknowledge and agree that the Lender may require (x) an intercreditor agreement that is reasonably acceptable to Lender's counsel (with it being acknowledged and agreed by the Lender that an intercreditor agreement that is in form and substance materially consistent with the provisions described in Exhibit C hereto (without inclusion of other materially adverse provisions) shall be reasonably acceptable to the Lender's counsel), (y) financial information (including projections) relating to the Borrower and the bank loan and the effect of such loan on the prospect of repayment of the Loan and (z) documentation relating to the bank loan to determine whether there are any material adverse effects on the Lender's rights and protection under this Agreement.

(d) Equity Distributions. Except for Borrower's payment-in-kind equity grants on its convertible notes, pay dividends or make any other distributions or advances on any stock or membership interests (or equity of any nature) of the Borrower. Repurchase, redeem, retire or otherwise acquire for value any stock or membership interests (or equity of the Borrower of any nature) of the Borrower.

(e) Assumptions or Guaranties of Indebtedness of Other Persons. Assume, guarantee, endorse or otherwise become directly or contingently liable on, any indebtedness of any other Person.

## ARTICLE VI GRANT OF SECURITY INTEREST

6.1 Grant of Security Interest. As security for the payment of the Loan and other Obligations of the Borrower to the Lender hereunder, the Borrower hereby assigns to the Lender, and grants to the Lender a first priority (other than any Permitted Liens) continuing security interest in all of the Borrower's assets, including the following (the "Collateral"), whether now or hereafter existing or acquired:

All of Borrower's:

- (a) Accounts, including Health-Care-Insurance Receivables;
- (b) Chattel Paper, including Electronic Chattel Paper;
- (c) Commercial Tort Claims;

(d) computer hardware and software and all rights with respect thereto, including, without limitation, any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions or model conversions of any of the foregoing;

(e) Deposit Accounts;

(f) Documents;

(g) Financial Assets;

(h) General Intangibles;

(i) Goods (including, without limitation, all its Equipment, Fixtures and Inventory), together with all embedded software, accessions, additions, attachments, improvements, substitutions and replacements thereto and therefore;

(j) Instruments;

(k) Intellectual Property;

(l) Investment Property (including, without limitation, Commodity Accounts, Commodity Contracts, Securities (whether Certificated Securities or Uncertificated Securities), Security Entitlements and Securities Accounts);

(m) Letter of Credit Rights;

(n) money (of every jurisdiction whatsoever);

(o) Supporting Obligations; and

(p) to the extent not included in the foregoing, all real property and all other personal assets and property of any kind or description.

In addition, the foregoing assignment and grant shall include all books, records, writings, data bases, information and other property relating to, used or useful in connection with, or evidencing, embodying, incorporating or referring to any of the foregoing, all claims and/or insurance proceeds arising out of the loss, nonconformity or any interference with the use of, or any defect or infringement of rights in, or damage to, any of the foregoing, and all proceeds, products, offspring, rents, issues, profits and returns of and from, and all distributions on and rights arising out of, any of the foregoing.

Capitalized terms which are not otherwise defined in in this Agreement for this Section shall have the respective meanings ascribed thereto in the Uniform Commercial Code as in effect from time to time in State of Delaware.



ARTICLE VII  
EVENTS OF DEFAULT

The occurrence of any one or more of the following events shall constitute a default hereunder (each, an "Event of Default"):

7.1 Failure to Pay. The Borrower (a) shall fail to pay any principal of the Loan hereunder or under the Note when due and payable (including on any Installment Payment Date or the Maturity Date), which remains unpaid for a period of five (5) Business Days after the due date; or (b) shall fail to pay any accrued interest on the Loan or any other amount owed hereunder or under any other Loan Document when due, which remains unpaid for a period of five (5) Business Days after the due date.

7.2 Breach of Covenant. The breach by the Borrower of any other covenant contained in any Loan Document and the breach shall continue unremedied for a period of fifteen (15) days after the date of discovery of such breach by the Borrower.

7.3 False Representation. Any representation or warranty made in any Loan Document by the Borrower shall be false or misleading as of the date such representation or warranty was made.

7.4 Insolvency, Bankruptcy, Assignment of Debt, Etc. The Borrower shall (i) have an order for relief entered with respect to it under the federal bankruptcy laws as now or hereafter in effect, (ii) make an assignment for the benefit of creditors, (iii) become insolvent or admit in writing its inability or refusal to pay debts as they become due, (iv) apply for, seek, consent to, acquiesce in, or have appointed for it or any substantial portion of its property a receiver, custodian, trustee, examiner, liquidator or similar official, or (v) institute, or have commenced against it, any proceeding seeking an order for relief under the federal bankruptcy laws as now or hereafter in effect or seeking to adjudicate it bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it.

7.5 Lien or Agreement Invalid. Failure of the Lender to have a perfected security interest in the Collateral free and clear of any adverse claim or Lien (other than any Permitted Liens) and that is senior in priority to all other Liens or interests (other than any Permitted Liens), or this Agreement or any of the other Loan Documents shall fail to remain in full force or effect, or any action shall be taken to discontinue or to assert the invalidity or unenforceability thereof.

7.6 Cross-Default. Any indebtedness or obligation of the Borrower to any entity, lender or other to whom the Borrower is indebted or owed: (i) is not paid when due, factoring in any applicable grace period in any agreement relating to such indebtedness or obligation, or (ii) becomes due and payable before its normal maturity by reason of a default or event of default, factoring in any applicable grace period, however described.

7.7 Judgments. Final judgment for the payment of money is rendered against the Borrower and within thirty (30) days from the entry of such judgment has not been discharged or stayed pending appeal or has not been discharged within thirty (30) days from the entry of a final order of affirmance on appeal.

7.8 Dissolution, or Liquidation. Any event or circumstance shall occur which could reasonably result in the dissolution or liquidation of the Borrower.

ARTICLE VIII  
ACCELERATION, WAIVERS, AMENDMENTS AND REMEDIES

8.1 Acceleration. If any other Event of Default occurs, the Lender may declare, by written notice to the Borrower, the Obligations to be due and payable, whereupon the Obligations shall become immediately due and payable, without presentment, demand, protest or notice of any kind, all of which the Borrower hereby expressly waives.

8.2 Other Remedies. Upon the occurrence and during the continuance of an Event of Default, the Lender (i) shall have, in addition to all other rights of the Lender, the rights and remedies of a secured party under the UCC, including without limitation, the right to foreclose upon all or any portion of the Collateral and sell all or any portion thereof at public or private sale, (ii) may proceed to protect and enforce the Lender's rights by suit in equity, action of law and/or other appropriate proceeding either for specific performance of any covenant or condition contained in this Agreement, any other Loan Document or in any instrument or document delivered to the Lender pursuant hereto or thereto, and (iii) in the exercise of any rights, remedies or powers granted in this Agreement, any other Loan Document and/or any such instrument or document, may proceed to declare the Obligations to be due and payable pursuant to Section 8.1 hereof and the Lender may proceed to enforce payment of such Obligations as provided herein or in any Loan Document, and may offset and apply toward the payment of such amount any indebtedness of the Lender to the Borrower, if any.

8.3 Setoff; Sharing of Payments. Regardless of the other means of obtaining payment of any of the obligations of the Borrower hereunder or under any other Loan Document, the Lender is hereby authorized, after any Event of Default, without notice to the Borrower (any such notice being expressly waived by the Borrower) and to the fullest extent permitted by law, to set off and apply any amounts which constitute part of the Collateral, including direction collection of any accounts receivable, against the obligations of the Borrower under this Agreement, whether or not the Lender shall have made any demand under this Agreement.

8.4 Amendments. The Lender and the Borrower may enter into written agreements supplemental hereto or the Loan Documents for the purpose of adding or modifying any provisions to the Loan Documents or changing in any manner the rights of the Lender or the Borrower hereunder or waiving any Event of Default hereunder. To be effective, any such amendment or waiver must be in writing and signed by the Lender and the Borrower.

8.5 Preservation of Rights: No Adverse Impact. No delay or omission of the Lender to exercise any right under this Agreement or any of the Loan Documents shall impair such right or be construed to be a waiver of any Event of Default or an acquiescence therein. Any single or

partial exercise of any such right shall not preclude other or further exercise thereof or the exercise of any other right. All remedies contained in the Loan Documents, or afforded by law, shall be cumulative and all shall be available to the Lender until the Obligations have been indefeasibly paid in full in cash.

ARTICLE IX  
GENERAL PROVISIONS

9.1 Survival of Representations. All representations and warranties of the Borrower contained in this Agreement shall survive delivery of the Loan Documents and the making of the Loan.

9.2 Headings. Section headings in the Loan Documents are for convenience of reference only and shall not govern the interpretation of any of the provisions of the Loan Documents.

9.3 Entire Agreement. Except for the Asset Purchase Agreement and accompanying exhibits entered into between the parties, the Loan Documents embody the entire agreement and understanding between the Borrower and the Lender and supersede all prior agreements and understandings between the Borrower and the Lender relating to the subject matter thereof.

9.4 No Third Party Beneficiary. This Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and their respective successors and assigns.

9.5 Expenses. The Lender and the Borrower each hereby agree that each of them will be responsible for and bear all of its own costs and expenses incurred in connection with the negotiation, preparation, execution, delivery and closing of the transaction contemplated by this Agreement and the other Loan Documents, including all attorney's fees, costs and expenses. Upon the occurrence of an Event of Default, the Borrower shall pay to the Lender on demand all expenses reasonably incurred in connection with the collection and enforcement of all Obligations under the Loan Documents and in connection with any proceeding commenced by or against the Borrower under any applicable bankruptcy law including, without limitation, all attorneys' fees and expenses.

9.6 Severability of Provisions. Any provision in any Loan Document that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions of the Loan Documents in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of all Loan Documents are declared to be severable.

9.7 Nonliability of the Lender. The relationship between the Borrower and the Lender shall be solely that of borrower and lender. The Lender shall have no fiduciary responsibilities to the Borrower under this Agreement, any other Loan Document or in connection with the transactions contemplated hereby or thereby.

9.8 CHOICE OF LAW AND VENUE. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS. ANY PROCEEDING SEEKING TO ENFORCE ANY PROVISION OF, OR BASED ON ANY RIGHT ARISING OUT OF, THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS SOLELY MAY BE BROUGHT AGAINST THE OTHER PARTY IN THE STATE OR FEDERAL COURTS LOCATED IN MCLENNAN COUNTY, TEXAS, AND EACH OF THE LENDER AND BORROWER CONSENTS TO THE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS) IN ANY SUCH PROCEEDING AND WAIVES ANY OBJECTION TO VENUE LAID THEREIN.

9.9 Assignment. Etc.

(a) The Lender may sell, assign, transfer or negotiate its rights and obligations under this Agreement and the other Loan Documents, in whole or in part at any time to any other Person with the consent of the Borrower, which may not be unreasonably withheld, provided, however, that the Lender shall have the right to assign its rights under this Agreement and the other Loan Documents to any Affiliate without such consent. For purposes of this section, "Affiliate" means any person or entity controlling, controlled by, or under common control with the Lender. The Lender shall give reasonable notice to the Borrower before it sells, assigns, transfers or negotiates its rights and obligations under this Agreement and the other Loan Documents, in whole or in part at any time to any other Person. The Borrower agrees to execute any additional or replacement Notes requested by the Lender to further document any such sale, assignment, transfer or negotiation. Any assignee or transferee of the Lender's rights and/or obligations shall be entitled to the full benefit of this Agreement to the same extent as if it were an original party in respect of the rights or obligations assigned or transferred to it.

(c) The Borrower may not assign its rights or obligations under this Agreement without the prior written approval of Lender, which approval shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and permitted assigns of all the parties to this Agreement. The Lender may disclose to an assignee or transferee permitted by this Agreement such information about the Borrower and the Loan Documents as it may deem appropriate.

9.10 Giving Notice. Unless otherwise provided herein, all notices and other communications provided to any party hereto under this Agreement or any other Loan Document shall be in writing addressed or delivered to such party at its address (including email address) set forth below such party's name on the signature page hereto (unless otherwise designated in writing to the other parties).

9.11 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Facsimiled and photocopied signatures to this Agreement shall be valid. This Agreement shall be effective when it has been executed by the Borrower and the Lender.

IN WITNESS WHEREOF, the Lender and the Borrower have executed this Agreement as of the Effective Date.

**LENDER:**

INTERVIEWSTREAM, INC.

By: \_\_\_\_\_

Name: Justin Green

Title: CEO

Address:

2600 Washington

Waco, Texas 76710

Attention: InterviewStream, Inc.

Email: justin.green@brazos.us.com

**BORROWER:**

RIVS.COM, INC.

By: \_\_\_\_\_

Name: Phillip Leslie

Title: CEO

Address:

RIVS.com, Inc.

112 S Sangamon St Suite 400

Chicago, IL 60607

Attention: Phillip Leslie

Email: phil@rivs.com

## EXHIBIT A

### NOTE

Principal Amount: \$3,000,000.00

December 14, 2016

FOR VALUE RECEIVED, the undersigned (the "**Borrower**") promises to pay to InterviewStream, Inc. (together with its successors and permitted assigns, the "**Lender**"), at such account as the Lender may designate in writing from time to time to the Borrower, the principal sum of THREE MILLION DOLLARS (\$3,000,000.00), or such lesser or greater principal amount as may be outstanding from time to time, in United States Dollars and in immediately available funds as provided in that certain Loan and Security Agreement of even date herewith between the Lender and the Borrower (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), together with interest on the unpaid principal amount hereof from time to time outstanding, at the rates and on the dates set forth in the Loan Agreement. Interest shall be calculated on the basis of a three hundred sixty (360) day year and actual days elapsed.

This Note is issued pursuant to, and is entitled to the benefits of, the Loan Agreement. Reference hereby is made thereto for a statement of the terms and conditions under which this Note may be prepaid or its maturity date accelerated. This Note is secured pursuant to the terms of the Loan Agreement and reference is made thereto for a statement of the terms and provisions thereof. Capitalized terms used herein and not otherwise defined herein are used with the respective meanings attributed to them in the Loan Agreement.

If any payment of principal or interest is not made when due hereunder, subject to Borrower's right to cure for a period of five (5) Business Days following the due date, or if any other Event of Default shall occur for any reason, then and in any such event, in addition to all rights and remedies of the Lender under the Loan Agreement or any other Loan Document, applicable law or otherwise, all such rights and remedies being cumulative and enforceable alternatively, successively and concurrently, the Lender may, at its option, declare any and all of the Borrower's obligations, liabilities and indebtednesses owing by the Borrower under this Note, the Loan Agreement and any other Loan Document (collectively, the "**Obligations**") to be due and payable, whereupon the then unpaid balance thereof, together with all interest accrued thereon or expenses incurred in connection therewith shall forthwith become due and payable, together with all interest accruing thereafter at the rate set forth in the Loan Agreement until the Obligations, plus all costs and expenses of collection hereof, including, without limitation, reasonable attorneys' fees and expenses, are indefeasibly paid in full in cash.

The Borrower shall pay all of the Lender's costs and expenses (including, without limitation, all reasonable attorneys' fees and expenses) incurred in connection with the enforcement of or preservation of rights under this Note on the terms provided in the Loan Agreement.

No delay or omission on the part of the Lender in exercising any right hereunder shall operate as a waiver of such right or of any other right of the Lender, nor shall any delay,

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omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The Borrower regardless of the time, order or place of signing, waives presentment, demand, protest and notices of every kind.

None of the terms or provisions of this Note may be excluded, modified, or amended except by a written instrument duly executed on behalf of the Lender expressly referring hereto and setting forth the provision so excluded, modified or amended. This Note shall be binding upon the successors and assigns of the Borrower and inure to the benefit of the Lender and its successors, endorsees and assigns. If any term or provision of this Note shall be held to be invalid or unenforceable, in whole or in part in any jurisdiction, then such invalidity or unenforceability shall only effect such term or provision, and shall not effect such term or provision in any other jurisdiction or any other term or provision of this Note.

All rights and obligations hereunder shall be governed by the laws of the State of Texas (without giving effect to principles of conflicts or choice of laws).

IN WITNESS WHEREOF the Borrower has executed this Note as of the date first above written.

**BORROWER:**

RIVS.COM, INC.

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT B  
AMORTIZATION SCHEDULE**

Installment Payment Dates (2nd Business Day of each of the following calendar months)	Total Payment	Principal	Interest	Balance
January 2017 <sup>i</sup>	\$-	\$-	\$16,265.05	\$3,016,265.05
February 2017	\$-	\$-	\$29,259.46	\$3,045,524.50
March 2017	\$-	\$-	\$29,543.29	\$3,075,067.79
April 2017	\$80,436.86	\$50,606.99	\$29,829.87	\$3,024,460.80
May 2017	\$80,436.86	\$51,097.91	\$29,338.96	\$2,973,362.89
June 2017	\$80,436.86	\$51,593.58	\$28,843.28	\$2,921,769.31
July 2017	\$80,436.86	\$52,094.07	\$28,342.79	\$2,869,675.24
August 2017	\$80,436.86	\$52,599.41	\$27,837.45	\$2,817,075.83
September 2017	\$80,436.86	\$53,109.66	\$27,327.21	\$2,763,966.17
October 2017	\$80,436.86	\$53,624.85	\$26,812.02	\$2,710,341.32
November 2017	\$80,436.86	\$54,145.04	\$26,291.82	\$2,656,196.28
December 2017	\$80,436.86	\$54,670.28	\$25,766.59	\$2,601,526.01
January 2018	\$80,436.86	\$55,200.61	\$25,236.25	\$2,546,325.40
February 2018	\$80,436.86	\$55,736.09	\$24,700.78	\$2,490,589.31
March 2018	\$80,436.86	\$56,276.76	\$24,160.11	\$2,434,312.56
April 2018	\$80,436.86	\$56,822.67	\$23,614.19	\$2,377,489.88
May 2018	\$80,436.86	\$57,373.88	\$23,062.98	\$2,320,116.00
June 2018	\$80,436.86	\$57,930.44	\$22,506.42	\$2,262,185.56
July 2018	\$80,436.86	\$58,492.40	\$21,944.46	\$2,203,693.15
August 2018	\$80,436.86	\$59,059.81	\$21,377.05	\$2,144,633.34
September 2018	\$80,436.86	\$59,632.72	\$20,804.14	\$2,085,000.62
October 2018	\$80,436.86	\$60,211.19	\$20,225.67	\$2,024,789.43
November 2018	\$80,436.86	\$60,795.28	\$19,641.59	\$1,963,994.15
December 2018	\$80,436.86	\$61,385.02	\$19,051.84	\$1,902,609.13
January 2019	\$80,436.86	\$61,980.49	\$18,456.37	\$1,840,628.63
February 2019	\$80,436.86	\$62,581.74	\$17,855.13	\$1,778,046.90
March 2019	\$80,436.86	\$63,188.82	\$17,248.05	\$1,714,858.08
April 2019	\$80,436.86	\$63,801.78	\$16,635.08	\$1,651,056.30
May 2019	\$80,436.86	\$64,420.70	\$16,016.17	\$1,586,635.60
June 2019	\$80,436.86	\$65,045.61	\$15,391.25	\$1,521,589.99
July 2019	\$80,436.86	\$65,676.59	\$14,760.27	\$1,455,913.40
August 2019	\$80,436.86	\$66,313.69	\$14,123.17	\$1,389,599.71
September 2019	\$80,436.86	\$66,956.97	\$13,479.89	\$1,322,642.74
October 2019	\$80,436.86	\$67,606.49	\$12,830.37	\$1,255,036.24
November 2019	\$80,436.86	\$68,262.31	\$12,174.55	\$1,186,773.93
December 2019	\$80,436.86	\$68,924.49	\$11,512.37	\$1,117,849.44
January 2020	\$80,436.86	\$69,593.10	\$10,843.76	\$1,048,256.34
February 2020	\$80,436.86	\$70,268.19	\$10,168.67	\$977,988.15
March 2020	\$80,436.86	\$70,949.83	\$9,487.03	\$907,038.31
April 2020	\$80,436.86	\$71,638.09	\$8,798.78	\$835,400.23
May 2020	\$80,436.86	\$72,333.02	\$8,103.85	\$763,067.21
June 2020	\$80,436.86	\$73,034.69	\$7,402.18	\$690,032.53

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July 2020	\$80,436.86	\$73,743.16	\$6,693.70	\$616,289.36
August 2020	\$80,436.86	\$74,458.51	\$5,978.35	\$541,830.85
September 2020	\$80,436.86	\$75,180.80	\$5,256.06	\$466,650.05
October 2020	\$80,436.86	\$75,910.10	\$4,526.77	\$390,739.95
November 2020	\$80,436.86	\$76,646.47	\$3,790.40	\$314,093.48
December 2020	\$80,436.86	\$77,389.98	\$3,046.88	\$236,703.50
January 2021	\$80,436.86	\$78,140.71	\$2,296.16	\$158,562.79
February 2021	\$80,436.86	\$78,898.72	\$1,538.15	\$79,664.08
March 2021	\$80,436.86	\$79,664.08	\$772.79	\$(0.00)

<sup>1</sup> January 2017 accrual for Effective Date through December 31, 2016

## EXHIBIT C

### INTERCREDITOR AGREEMENT CONCEPTS

- **Lien Subordination.** The intercreditor agreement is a first lien/second lien intercreditor agreement. The intercreditor agreement includes an acknowledgment by the parties that the bank (the "first lien holder") and the Lender (the "second lien holder") each have a security interest in common collateral, and that the first lien holder has a lien priority over the second lien holder regardless of how the lien was acquired, including the time, manner or order of the grant, attachment or perfection of the lien.
- **Prohibition on Contesting Liens.** The intercreditor agreement includes provisions that the first lien holder and the second lien holder will not challenge the priority, perfection or validity of the respective liens. The intercreditor agreement also makes clear, however, that this provision does not prevent or impair the rights of either party to enforce the intercreditor agreement, including the provisions dealing with relative priority or enforcement.
- **Standstill.** The intercreditor agreement provides that the second lien holder may take enforcement actions after a standstill period of no longer than 160 days. More specifically, until the discharge of the first lien obligations, whether or not any insolvency proceeding has been commenced by or against the Borrower, the second lien holder: (1) will not take any enforcement action with respect to any lien held by it under the second lien loan documents; provided, however, that the second lien holder may take enforcement action at any time after a period of [no longer than 160] days has elapsed since the date on which the first lien holder was provided notice from the second lien holder of the existence of any event of default under the second lien loan documents or if the first lien holder is not diligently pursuing enforcement during the standstill period. During the standstill period, however, the second lien holder will be permitted to take required actions to protect its rights such as filing proof of claims, voting in proceedings, taking actions to protect its lien, filing pleadings, joining any judicial foreclosure proceeding, commencement of, or joinder in filing of a petition for commencement of an insolvency proceeding, etc.)
- **No Payment Subordination.** The intercreditor agreement involves only a subordination of lien interests and does not provide for subordination of payment (except for allocation of proceeds as described below). In that regard, regardless of the first lien obligations, any action (including failure to make payment) that would otherwise constitute an event of default under the second lien loan documents shall continue to constitute an event of default under the second lien loan documents in accordance with such terms irrespective of the first lien loan documents and the second lien holder may seek remedies and take enforcement actions subject to the standstill described above. Other than with respect to a breaches of the intercreditor agreement, in no event will the second lien holder be required to make any payments to the first lien holder nor will the first lien holder be required to make any payments to the second lien holder.

- **Application of Proceeds.** The intercreditor agreement provides that so long as a discharge of first lien obligations has not occurred, whether or not any insolvency proceeding has been commenced by or against the Borrower, any collateral or collateral proceeds thereof received in connection with the sale or other disposition of, or collection on, such collateral upon the exercise of remedies in connection with any enforcement action shall be applied: (a) first, to the payment in full of the first lien obligations and (b) second, upon the discharge of the first lien obligations, to the payment in full of the second lien obligations.
- **Definition of Senior Lien Obligations.** The intercreditor agreement clearly limits senior lien obligations to payments of interest, principal and collection costs (including reasonable attorney fees) relating to the senior bank loan that is made pursuant to the approved first lien loan documents. No other amounts will constitute first liens obligations.
- **Protections Against Loan Modification.** The intercreditor agreement will have protections that limit fundamental changes to the first lien loan documents that could materially adversely affect the second lien holder without the prior consent of the second lien holder. The consent of the second lien holder would be required to: (1) increase the aggregate principal amount of the senior loan; (2) increases to the interest rate or yield provisions or any fees; (3) changes to any scheduled payments; (4) modifying or adding any covenant or event of default that directly restricts the Borrower from making payments under the second lien loan documents; or (5) increasing the advance rate applicable to any borrower base or similar credit requirements.
- **Notices.** Each party would be required to give the other party prompt notice of any default, event of default or desire to take any enforcement actions.

**Exhibit 2.3**  
**Allocation of Purchase Price**

Class	Amount	Assets
Class III	\$ 438,444	Accounts Receivable
Class V	30,000	Equipment
Class VII	3,781,556	Goodwill
Total	\$ 4,250,000	

**Exhibit 3.1**  
**Assumed Liabilities**

“Assumed Liabilities” means:

(a) all liabilities required to be performed after the Closing Date under the contracts set forth on Exhibit 1.1(iv) (including the customer contracts and vendor contracts) that have been or become validly assigned to Buyer that do not arise out of or relate to any breach of contract, breach of warranty, infringement or violation of any legal requirements or other similar event or occurrence on or prior to the Closing Date,

(b) the deferred revenue liabilities relating to those obligations not yet performed arising from those contracts that have been validly assigned to Buyer or accounts receivable acquired by the Buyer.

**Exhibit 4.3**  
**Foreign Qualifications**

Texas  
Louisiana  
Tennessee  
Pennsylvania  
North Carolina

**Exhibit 4.4**  
**Financial Statements**

**INTERVIEWSTREAM, INC.**

**(A MAJORITY-OWNED SUBSIDIARY OF  
BRAZOS ASSET CORPORATION)**

**FINANCIAL STATEMENTS AND  
SUPPLEMENTARY INFORMATION**

**FOR THE YEARS ENDED  
JUNE 30, 2015 AND 2014**

**WITH INDEPENDENT AUDITORS' REPORT**



**INTERVIEWSTREAM, INC.**  
**(A MAJORITY OWNED SUBSIDIARY OF**  
**BRAZOS ASSET CORPORATION)**

**FOR THE YEARS ENDED**  
**JUNE 30, 2015 AND 2014**

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PATTELO, BROWN & HILL, L.L.P.  
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

## INDEPENDENT AUDITORS' REPORT

To the Board of Directors  
of InterviewStream, Inc.

We have audited the accompanying financial statements of InterviewStream, Inc. (a majority-owned subsidiary of Brazos Asset Corporation, which comprise the balance sheet as June 30, 2015 and the related statements of operations, stockholders' equity (deficit) and cash flows for the year the ended, and the related notes to the financial statements.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditor's Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### *Opinion*

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of InterviewStream, Inc., as of June 30, 2015, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Other Matter**

The financial statements of InterviewStream, Inc. as of June 30, 2014, were audited by other auditors whose report dated September 4, 2014, expressed an unmodified opinion on those financial statements.

### **Report on Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplemental schedule listed in the table of contents is presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Pattillo, Brown & Hill, L.L.P.*

Waco, Texas  
October 30, 2015

# FINANCIAL STATEMENTS

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**INTERVIEWSTREAM, INC.**  
**(A MAJORITY-OWNED SUBSIDIARY OF**  
**BRAZOS ASSET CORPORATION)**

**BALANCE SHEETS**

**JUNE 30, 2015 AND 2014**

<b>ASSETS</b>	<u>2015</u>	<u>2014</u>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 76,791	\$ 115,671
Trade accounts receivable	454,394	500,907
Prepaid expenses	17,440	37,752
Total Current Assets	<u>548,625</u>	<u>654,330</u>
Property and equipment, net of accumulated depreciation	30,185	68,663
Intangible assets, net of accumulated amortization	<u>1,125,537</u>	<u>1,690,613</u>
Total Assets	<u>\$ 1,704,347</u>	<u>\$ 2,413,606</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)</b>		
<b>LIABILITIES</b>		
Accounts payable	\$ 38,844	\$ 138,645
Accrued expenses	125,322	115,401
Accrued interest payable to affiliated company	41,067	28,166
Deferred revenue	1,134,816	1,249,005
Current portion of contingent consideration arrangement	<u>135,812</u>	<u>117,385</u>
Total Current Liabilities	1,475,861	1,648,602
Obligation under contingent consideration arrangement, net of current portion	879,561	1,164,324
Notes payable to affiliated company, net of current portion	<u>6,030,000</u>	<u>4,425,000</u>
Total Long-term Liabilities	<u>6,909,561</u>	<u>5,589,324</u>
Total Liabilities	8,385,422	7,237,926
<b>STOCKHOLDERS' EQUITY (DEFICIT)</b>		
Common stock, \$.01 par value; 100,000 shares authorized, 10,250 shares issued and 9,250 outstanding in 2015; and 10,250 shares issued and 9,750 outstanding in 2014	103	103
Additional paid-in capital	3,427,925	3,427,925
Accumulated deficit	( 10,082,609)	( 8,225,856)
Less: Treasury stock, 1,000 shares in 2015 and 500 shares in 2014 at cost	<u>( 26,494)</u>	<u>( 26,492)</u>
Total Stockholders' Equity (Deficit)	<u>( 6,681,075)</u>	<u>( 4,824,320)</u>
Total Liabilities and Stockholders' Equity (Deficit)	<u>\$ 1,704,347</u>	<u>\$ 2,413,606</u>

**The accompanying notes are an integral part of these financial statements.**

INTERVIEWSTREAM, INC.

(A MAJORITY-OWNED SUBSIDIARY OF  
BRAZOS ASSET CORPORATION)

STATEMENTS OF OPERATIONS

FOR THE YEARS ENDED JUNE 30, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
Revenues		
Sales	\$ 2,670,731	\$ 2,318,445
Other Income	<u>45,511</u>	<u>31,273</u>
Total Revenues	2,716,242	2,349,718
Cost of Revenues	<u>1,239,220</u>	<u>998,248</u>
Gross Profit	1,477,022	1,351,470
Selling, general and administrative expenses	<u>3,334,356</u>	<u>5,096,592</u>
Operating Loss	( 1,857,334)	( 3,745,122)
Other income (expenses):		
Interest Expense to affiliated company	( 148,370)	( 83,078)
Goodwill impairment loss	-	( 1,446,670)
Change in fair value of contingent consideration arrangement	<u>148,951</u>	<u>191,423</u>
Loss before income taxes	( 1,856,753)	( 5,083,447)
Federal income tax expense	<u>-</u>	<u>989,760</u>
Net loss	<u>\$ ( 1,856,753)</u>	<u>\$ ( 6,073,207)</u>

The accompanying notes are an integral part of these financial statements.

INTERVIEWSTREAM, INC.

(A MAJORITY-OWNED SUBSIDIARY OF  
BRAZOS ASSET CORPORATION)

STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)

FOR THE YEARS ENDED JUNE 30, 2015 AND 2014

	Common Stock Shares	Amount	Additional Paid-In Capital	Accumulated Deficit	Treasury Stock	Total Stockholders' Equity (Deficit)
Balances at June 30, 2013	10,000	\$ 100	\$ 3,427,925	\$( 2,152,649)	\$ -	\$ 1,275,376
Shares issued	250	-	-	-	-	3
Purchase of treasury stock	-	-	-	-	( 26,492)	( 26,492)
Net loss	-	-	-	( 6,073,207)	-	( 6,073,207)
Balances at June 30, 2014	10,250	\$ 103	\$ 3,427,925	\$( 8,225,856)	( 26,492)	( 4,824,320)
Shares issued	-	-	-	-	-	-
Purchase of treasury stock	-	-	-	-	( 2)	( 2)
Net loss	-	-	-	( 1,856,753)	-	( 1,856,753)
Balances at June 30, 2015	10,250	\$ 103	\$ 3,427,925	\$( 10,082,609)	\$( 26,494)	\$( 6,681,075)

The accompanying notes are an integral part of these financial statements.

**INTERVIEWSTREAM, INC.**  
**(A MAJORITY-OWNED SUBSIDIARY OF**  
**BRAZOS ASSET CORPORATION)**  
**STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED JUNE 30, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net loss	\$( 1,856,753)	\$( 6,073,207)
Adjustments to reconcile change in net loss to net cash provided by operating activities:		
Depreciation	42,318	44,236
Goodwill impairment loss	-	1,446,670
Amortization of intangible assets	673,306	883,179
Impairment of long-lived assets	-	362,322
Change in fair value of contingent consideration	( 148,951)	( 191,423)
Stock awards	-	3
Deferred income taxes	-	988,337
Change in operating assets and liabilities:		
(Increase) decrease in trade accounts receivable	46,513	( 101,009)
(Increase) decrease in prepaid expenses	20,312	27,088
Increase (decrease) in accounts payable	( 99,801)	( 16,966)
Increase (decrease) in accrued expenses	9,921	60,297
Increase (decrease) in accrued interest payable	12,901	-
Increase (decrease) in deferred revenue	( 114,189)	365,979
Net Cash Used by Operating Activities	( 1,414,423)	( 2,204,494)
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of property and equipment	( 412,846)	-
Proceeds from disposal of property and equipment	300,776	-
Capital expenditures	-	( 419,287)
Net Cash Used by Investing Activities	( 112,070)	( 419,287)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Proceeds from note payable to affiliated company	1,605,000	2,610,689
Purchase of treasury stock	( 2)	( 26,492)
Payments on long-term liabilities	( 117,385)	-
Net Cash Provided by Financing Activities	1,487,613	2,584,197
<b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	( 38,880)	( 39,584)
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	115,671	155,255
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	\$ 76,791	\$ 115,671
<b>SUPPLEMENTAL DISCLOSURE</b>		
Cash paid for interest	\$( 148,370)	\$( 83,078)

The accompanying notes are an integral part of these financial statements.



**INTERVIEWSTREAM, INC**

**(A MAJORITY-OWNED SUBSIDIARY OF  
BRAZOS ASSET CORPORATION)**

**NOTES TO THE FINANCIAL STATEMENTS**

**JUNE 30, 2015 AND 2014**

**1. NATURE OF OPERATIONS**

InterviewStream, Inc. ("the Company") provides proprietary hosted pre-recorded and live video interviewing technology solutions to clients throughout the United States in the enterprise, staffing, executive search, career transition, and higher education markets. In July 2014, Brazos Higher Education Service Corporation, Inc. ("BHESC") contributed its ownership interest to Brazos Asset Corporation, therefore making InterviewStream a majority owned subsidiary of Brazos Asset Corp. Brazos Asset Corp. is a majority owned subsidiary of Brazos Higher Education Service Corporation, Inc., therefore BHESC is an affiliated company.

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Accounting Method**

The financial statements of the Company have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other liabilities in accordance with generally accepted accounting principles.

**Use of Accounting Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent matters at the date of the financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates. Significant estimates in the financial statements include useful lives of property and equipment and intangible assets, any allowance for doubtful accounts, obligations under contingent consideration arrangements, self-health insurance accrual and deferred tax calculation and related reserves.

**Codification**

The Financial Accounting Standards Board's (FASB) Accounting Standards Codification (ASC) is the single official source of authoritative, nongovernmental U. S. generally accepted accounting principles (GAAP).

**Cash and Cash Equivalents**

For the purposes of the Statements of Cash Flows, the Company considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. There were no cash equivalents at June 30, 2015 and 2014.

### **Trade Accounts Receivable**

Trade accounts receivable are recorded at the invoiced amount and do not bear interest. Amounts collected on trade accounts receivable are included in net cash used in operating activities in the statement of cash flows. The Company maintains an allowance for doubtful accounts for estimated losses inherent in its accounts receivable portfolio. In establishing the required allowance, management considers historical losses adjusted to take into account current market conditions and the customers' financial condition, the amount of receivables in dispute, and the current receivables aging and current payment patterns. The Company reviews its allowance for doubtful accounts monthly. Past due balances over 90 days and over a specified amount are reviewed individually for collectability. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. The Company considered all trade accounts receivable to be collectible as of June 30, 2015 and 2014; accordingly, no allowance was recorded as of year ends.

### **Property and Equipment**

Property and equipment are recorded at cost, less subsequent accumulated depreciation. Depreciation on property and equipment is calculated on the straight-line method over the estimated useful lives of the assets, which is 2-4 years of current assets held.

### **Intangible Assets, Other Than Goodwill**

The Company's intangible assets, other than goodwill, includes software and other intangibles. Software is being recorded at cost and the other intangibles which were a result of business acquisition were originally recorded at their estimated fair value. They are being amortized over the estimated useful lives as discussed below in footnote "Goodwill and Intangible Assets".

### **Deferred Revenue**

Service contracts that are designated for or related to future years' activities are deferred and recognized as revenue in the period in which they apply

### **Contingent Consideration Agreement**

On November 15, 2012, the Company acquired certain assets and assumed certain liabilities of Kiosk Holdings, LLC (formerly InterviewStream, LLC) in a transaction accounted for as a business combination. The results of operations of the business acquired (a proprietary online prerecorded and live video interviewing technology solution) have been included in the financial statements since that date. The purchase price included a contingent consideration arrangement that requires the Company to pay Kiosk Holdings, LLC a percentage of gross annual revenues of the business for ten years beginning with the year ending June 30, 2014. The percentages of gross revenues to be paid are 5% for 2014 through 2016; 7.5% for 2017 through 2018; and 10% for 2019 through 2023. The potential undiscounted amount of all future payments that could be required to be paid under the contingent consideration arrangement is between \$0 and \$2,375,121. The liability is recorded on the Balance Sheets at its estimated fair market value as discussed further in the footnote "Fair Market Hierarchy." Changes in the estimated fair value are recognized in current year earnings. As of June 30, 2015 and 2014, the Company had a total liability recorded related to this contingent consideration agreement of \$1,015,373 and \$1,281,709.

### Revenue Recognition

The Company's hosted technology solutions are provided to clients on an as-needed basis through an internet connection with the client not having the contractual right to take possession of the software (i.e., software as a service or SaaS model). Revenue is recognized ratably over the term of the client hosting arrangement. Sales taxes collected from clients and remitted to governmental authorities are accounted for on a net basis and therefore are excluded from revenues in the statement of operations. Costs are recognized as incurred. Credits to revenue are recognized immediately upon determination that an amount related to an account is not collectible.

### Advertising Expenses

The Company expenses advertising costs as incurred. Advertising costs for the years ended June 30, 2015 and 2014 were approximately \$123,896 and \$407,247, respectively.

### Goodwill

Goodwill is an asset representing the future economic benefits arising from other assets acquired in a business combination that are not individually identified and separately recognized. Goodwill is reviewed for impairment at least annually. The Company performs a qualitative assessment to determine whether it is more-likely-than-not that the fair value of a reporting unit is less than its carrying amount. If this is the case, a two-step goodwill impairment test is required. If it is more-likely-than-not that the fair value of a reporting unit is greater than its carrying amount, the two-step goodwill impairment test is not required.

If the two-step goodwill impairment test is required, first, the fair value of the reporting unit is compared with its carrying amount (including goodwill). If the fair value of the reporting unit is less than its carrying amount, an indication of goodwill impairment exists for the reporting unit and the entity must perform step two of the impairment test (measurement). Under step two, an impairment loss is recognized for any excess of the carrying amount of the reporting unit's goodwill over the implied fair value of that goodwill. The implied fair value of goodwill is determined by allocating the fair value of the reporting unit in a manner similar to a purchase price allocation and the residual fair value after this allocation is the implied fair value of the reporting unit goodwill. Fair value of the reporting unit is determined using a discounted cash flow analysis. If the fair value of the reporting unit exceeds its carrying amount, step two does not need to be performed.

The Company performed an assessment of goodwill, and recorded an impairment loss of \$0 and \$1,446,670 for the years ended June 30, 2015 and 2014, respectively

### Income Taxes

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

The Company recognizes the effect of income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs. The Company records interest related to unrecognized tax benefits in interest expense and penalties in selling, general, and administrative expenses.

The previous three tax years remain subject to examination by tax jurisdictions.

### **Concentration of Credit Risk**

The Company maintains its cash balances in local financial institutions. All accounts, interest bearing and noninterest bearing, per depositor at each separately chartered FDIC-insured depository institution are insured by the FDIC up to \$250,000. As of June 30, 2015 and 2014, the Company's cash deposits at local financial institutions were fully insured.

### **Reclassifications**

Certain amounts in the prior periods presented have been reclassified to conform to the current period financial statement presentation. These reclassifications have no effect on previously reported net income (loss).

## **3. SIGNIFICANT RISKS AND UNCERTAINTIES INCLUDING BUSINESS AND CREDIT CONCENTRATIONS**

As shown in the accompanying financial statements, the Company incurred net losses of \$1,856,753 and \$6,073,207 during the year ended June 30, 2015 and 2014, respectively, and as of June 30, 2015 and 2014, the Company's current liabilities exceeded its current assets by \$2,532,253 and \$994,272. Further, the Company has used cash for operations of \$1,265,473 and \$2,204,494 for the year ended June 30, 2015 and 2014. These deficits have been funded by the line of credit agreement with Brazos Higher Education Service Corporation, Inc. ("BHESC") an affiliated company as discussed in the footnote below "Related Party Transaction". Management of the Company is designing and implementing certain cost reduction plans and amending sales strategies to continue to improve operating results. BHESC is committed to finance operating cash flow shortfalls in the Company during this turnaround period until the Company obtains positive cash flows and net income.

Significant concentrations of business in any one marketing or geographic area could negatively impact the Company's operations in the event of concentration of losses, regional economic downturns, or industry fluctuations. Substantially all revenues of the Company are derived from a suite of products based on a proprietary online platform that provides video interview solutions for customers. Demand for the Company's services is a function of these clients' willingness to continue to invest in technology solutions for pre-screening candidates and interviewing remote talent.

#### 4. PROPERTY AND EQUIPMENT

Property and equipment at June 30, 2015 and 2014 consists of the following:

	<u>2015</u>	<u>2014</u>
Leasehold improvements	\$ 1,608	\$ 1,608
Equipment, furniture, and fixtures	<u>135,693</u>	<u>131,853</u>
	137,301	133,461
Less accumulated depreciation	<u>( 107,116)</u>	<u>( 64,798)</u>
Property and equipment, net	<u>\$ 30,185</u>	<u>\$ 68,663</u>

Depreciation expense of property and equipment charged to operations for the years ended June 30, 2015 and 2014 was \$42,318 and \$44,236, respectively.

#### 5. STOCKHOLDERS' EQUITY

##### *Common Stock*

Holdings of common stock are entitled to receive dividends and, upon liquidation or dissolution, are entitled to receive all assets available for distribution to stockholders. The holders have no preemptive or other subscription rights and there are no redemption or sinking fund provisions with respect to such shares. The Company has issued two classes of common stock – Class A and Class B. The primary difference in the two classes of stock is that Class A is nonvoting shares, and Class B is entitled to one vote per share.

During 2015 and 2014, the Company issued stock awards for -0- and 250 shares of Class B common stock to an affiliated company.

The following table presents common stock issued and outstanding by class of shares as of June 30, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
Class A shares		
Issued	1,500	1,500
Outstanding	500	1,000
Class B shares		
Issued	8,750	8,750
Outstanding	8,750	8,750

Under the terms of the line of credit agreement with Brazos Higher Education Service Corporation, Inc. ("BHESC") discussed in the footnote "Related Party Transactions" below, the Company cannot declare dividends without prior consent of BHESC unless tangible net worth is \$2.5 million after giving effect to such dividends.

##### *Treasury Stock*

During 2015 and 2014, the Company acquired 500 and 500 treasury shares of Class A stock for \$2 and \$26,492 from former employees of the Company pursuant to a restricted stock agreement.

## 6. GOODWILL AND INTANGIBLE ASSETS

### *Intangible Assets*

In 2012, the Company acquired intangible assets consisting of \$100,000 related to logos and branding, which are not subject to amortization, and \$2,064,469 related to existing contracts and client relationships, which are being amortized and have a weighted average useful life of approximately five years.

Other intangibles include computer software costs which have been recorded at cost to develop.

Intangible assets at June 30, 2015 and 2014 consist of the following:

	June 30, 2015			
	Weighted Average Amortization Period	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Amortizing intangible assets:				
Contracts and client relationships	5 years	\$ 2,064,469	\$( 1,544,020)	\$ 520,449
Computer software costs	3-4 years	936,687	( 431,599)	505,088
Intangible assets not subject to amortization		100,000	-	100,000
Total intangible assets, net		<u>\$ 3,101,156</u>	<u>\$( 1,975,619)</u>	<u>\$ 1,125,537</u>
June 30, 2014				
Amortizing intangible assets:				
Contracts and client relationships	5 years	\$ 2,064,469	\$( 1,119,741)	\$ 944,728
Computer software costs	3-4 years	828,457	( 182,572)	645,885
Intangible assets not subject to amortization		100,000	-	100,000
Total intangible assets, net		<u>\$ 2,992,926</u>	<u>\$( 1,302,313)</u>	<u>\$ 1,690,613</u>

Amortization expense was \$673,603 and \$883,179, respectively, for the year ended June 30, 2015 and 2014.

During 2014, the Company decided to phase out and replace one of the existing software platforms in its video interviewing technology solutions. As a result, an impairment loss on long-lived assets of \$362,322 was recorded in selling, general and administrative expenses in 2014. No impairment loss was recorded in 2015.

### *Goodwill*

In 2014, the Company incurred significant net losses and experienced a decline in future earnings projections. As a result, in 2014, the Company recognized an impairment loss of \$1,446,670 for the entire recorded amount of goodwill.

## 7. INCOME TAXES

The Company incurs federal and state income taxes as discussed in the above footnote "Summary of Significant Accounting Policies". For the year ended June 30, 2014, the Company had a federal tax benefit of \$988,337, due to the impairment of deferred tax assets. There was no federal tax expense or benefit recorded for the year ended June 30, 2015.

At June 30, 2015 and 2014, the Company had net operating loss carryforwards for federal income tax purposes of approximately \$6,865,666 and \$5,282,000, which are available to offset future federal taxable income, if any, through 2035.

Income taxes differ from the amount computed by applying the U.S. federal income tax rate of 34% to pretax income as a result of nondeductible expenses and nontaxable income. There are no deferred tax assets or liabilities recorded at June 30, 2015 and 2014, as management believes it is more-likely-than-not that the net deferred tax assets will not be realized. Therefore a valuation allowance has been provided for the entire net deferred tax amount. Substantially all future benefits relate to the net operating loss carryforwards discussed above.

## 8. EMPLOYEE BENEFIT PLAN

The Company has a defined contribution benefit plan that covers substantially all employees with one year of service. Contributions to the plan are made at the discretion of the Company. Contributions for the year ended June 30, 2015 and 2014 were approximately \$96,484 and \$170,631, respectively.

## 9. FAIR VALUE HIERARCY

FASB ASC 820, Fair Value Measurement, clarifies that fair value is an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. This guidance establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under this guidance are described below.

- Level 1 – Valuations for assets and liabilities traded in active exchange markets. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.
- Level 2 – Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or comparable assets or liabilities which use observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in active markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

- Level 3 – Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

In estimating fair value, the Company utilizes valuation techniques that are consistent with the market approach, the income approach, and/or the cost approach. Such valuation techniques are consistently applied.

The fair value of the obligation under contingent consideration arrangement is estimated using the income approach. That measure is based on significant inputs that are not observable in the market. Key assumptions include (a) a discount rate of 15%, (b) an estimated renewal rate of 75% and (c) a probability adjusted level of gross annual revenues between \$2,451,466 and \$4,009,879 through the year 2023.

Fair values of assets measured on a recurring basis at June 30, 2015 and 2014 are as follows:

	Fair Value measurements at Reporting Date Using			
	Fair Value June 30, 2015	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Obligation under contingent consideration arrangement	\$ 1,015,373	\$ -	\$ -	\$ 1,015,373

	Fair Value measurements at Reporting Date Using			
	Fair Value June 30, 2014	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Obligation under contingent consideration arrangement	\$ 1,281,709	\$ -	\$ -	\$ 1,281,709

The following table reconciles the beginning and ending balance of the fair value measurements using significant unobservable units (Level 3) for the year ended June 30, 2015:

	Contingent Consideration Agreement
Balance, beginning of year	\$ 1,282,709
Realized losses	(148,951)
Unrealized gains	-
Payments	(118,385)
Balance, end of year	\$ 1,015,373

There were no transfer in or out of level three during the year ended June 30, 2015 and 2014.



**10. COMMITMENTS AND CONTINGENCIES**

The Company leased office space under an operating lease agreement which expired in December 2014. Lease expense for the year ended June 30, 2015 and 2014 was \$61,277 and \$50,400, respectively. The Company signed a new lease agreement with BHESC (an affiliated company), which will start in October 2015 and end June 30, 2016.

The Company is involved in various claims and disputes arising in the ordinary course of business. In the opinion of management, any possible item that could arise at this time will not have a material adverse effect on the Company's financial position, results of operations, or liquidity.

**11. RELATED PARTY TRANSACTIONS**

At June 30, 2015 the Company has available a \$6,150,000 line of credit agreement with BHESC, an affiliated company, through November 15, 2017. Advances carry an interest rate at a prime rate less 0.5%, 2.75% at June 30, 2015 and 2014. The agreement is secured by trade accounts receivable, computer equipment and intangibles. Advances totaled \$6,030,000 and \$4,425,000 at June 30, 2015 and 2014, respectively, and interest expense for the years ended June 30, 2015 and 2014 were \$148,370 and \$83,078, respectively. Interest payable to BHESC for the year ended June 30, 2015 and 2014 were \$41,067 and \$28,166, respectively.

The Company also incurred management fees totaling \$363,555 and \$445,448, respectively, for the year ended June 30, 2015 and 2014 related to an administrative services agreement with BHESC. Trade accounts payable includes \$5,737 and \$39,582 payable to BHESC at June 30, 2015 and 2014, respectively.

The Company's leased office space beginning in October 2015, as discussed in the above footnote "Commitments and Contingencies" is also paid to BHESC.

**12. SUBSEQUENT EVENTS**

Subsequent events have been evaluated through October 30, 2015, the issuance date of this report. No events requiring disclosure were noted.

**SUPPLEMENTAL SCHEDULE**

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TRADEMARK

REEL: 006572 FRAME: 0712

INTERVIEWSTREAM, INC.

(A MAJORITY-OWNED SUBSIDIARY OF  
BRAZOS ASSET CORPORATION)

SELLING, GENERAL AND ADMINISTRATIVE EXPENSES

FOR THE YEARS ENDED JUNE 30, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
Selling expenses:		
Salaries and wages	\$ 477,623	\$ 541,969
Commissions	92,643	127,751
Severance	195,374	-
Employee benefits	87,520	130,147
Payroll taxes	42,576	56,607
Advertising and marketing	123,896	407,247
Software	45,250	57,808
Printing and copying	-	945
Office supplies	455	379
Computer supplies	-	6,216
Meals and entertainment	2,906	15,522
Trade shows	61,716	189,701
Travel and lodging	30,171	68,962
Contract labor	64,609	119,677
Consulting	-	4,998
Total selling expenses	<u>1,224,739</u>	<u>1,727,929</u>
General and administrative expenses:		
Salary and wages	234,134	711,779
Employee benefits	41,463	135,916
Stock grant	-	3
Payroll taxes	16,937	45,010
Severance	-	172,439
Placement fees	5,282	2,338
Meals and entertainment	6,339	7,818
Insurance	7,871	13,411
Travel and lodging	6,735	15,572
Contract labor	46,057	26,569
Consulting	606,005	341,576
Dues and subscriptions	899	3,074
Printing and copying	1,125	2,805
Bank fees	1,776	144
Office rent	61,277	50,400
Office supplies	4,682	5,868
Computer Supplies	1,449	10,785
Postage	146	939
Shipping	3,542	8,851
Internet access	59,755	72,475

(Continued)

INTERVIEWSTREAM, INC.

(A MAJORITY-OWNED SUBSIDIARY OF  
BRAZOS ASSET CORPORATION)

SELLING, GENERAL AND ADMINISTRATIVE EXPENSES  
(Continued)  
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
General and administrative expenses:		
Telephone	\$ 22,684	\$ 29,821
Professional and educational	3,713	216
Director's expense	2,620	8,120
Depreciation and amortization	478,402	648,977
Impairment of long-lived assets	-	362,322
Donations	550	500
Administrative fees	363,555	445,448
Accounting fees	20,024	117,717
Legal fees	5,353	24,997
Software	95,283	87,392
Other	11,959	15,381
Total general and administrative expenses	<u>2,109,617</u>	<u>3,368,663</u>
Total expenses	<u>\$ 3,334,356</u>	<u>\$ 5,096,592</u>

The accompanying notes are an integral part of these financial statements.

**INTERVIEWSTREAM, INC.**

**(A MAJORITY-OWNED SUBSIDIARY OF  
BRAZOS ASSET CORPORATION)**

**FINANCIAL STATEMENTS AND  
SUPPLEMENTARY INFORMATION**

**FOR THE YEARS ENDED  
JUNE 30, 2016 AND 2015**

**WITH INDEPENDENT AUDITORS' REPORT**

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**TRADEMARK**

**REEL: 006572 FRAME: 0715**

**INTERVIEWSTREAM, INC.**  
**(A MAJORITY OWNED SUBSIDIARY OF**  
**BRAZOS ASSET CORPORATION)**

**FOR THE YEARS ENDED**  
**JUNE 30, 2016 AND 2015**

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PATILLO, BROWN & HILL, L.L.P.  
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

## INDEPENDENT AUDITORS' REPORT

To the Board of Directors  
of InterviewStream, Inc.

We have audited the accompanying financial statements of InterviewStream, Inc. (a majority-owned subsidiary of Brazos Asset Corporation, which comprise of the balance sheets as June 30, 2016 and 2015 as well as the related statements of operations, stockholders' equity (deficit) and cash flows for the years ended, and the related notes to the financial statements.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditor's Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

*Opinion*

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of InterviewStream, Inc., as of June 30, 2016 and 2015, and the results of its operations and its cash flows for the years end in accordance with accounting principles generally accepted in the United States of America.

**Report on Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplemental schedule listed in the table of contents is presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Pattillo, Brown & Hill, L.L.P.*

Waco, Texas  
October 20, 2016



# FINANCIAL STATEMENTS

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TRADEMARK

REEL: 006572 FRAME: 0719

**INTERVIEWSTREAM, INC.**  
**(A MAJORITY-OWNED SUBSIDIARY OF**  
**BRAZOS ASSET CORPORATION)**

**BALANCE SHEETS**

**JUNE 30, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 21,688	\$ 76,791
Trade accounts receivable	398,885	454,394
Prepaid expenses	19,456	17,440
<b>Total Current Assets</b>	<u>440,029</u>	<u>548,625</u>
Property and equipment, net of accumulated depreciation	16,640	30,185
Intangible assets, net of accumulated amortization	<u>826,091</u>	<u>1,125,537</u>
<b>Total Assets</b>	<u>\$ 1,282,760</u>	<u>\$ 1,704,347</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)</b>		
<b>LIABILITIES</b>		
Accounts payable	\$ 81,979	\$ 38,844
Accrued expenses	121,946	125,322
Accrued interest payable to affiliated company	45,698	41,067
Deferred revenue	1,126,922	1,134,816
Current portion of contingent consideration arrangement	<u>130,071</u>	<u>135,812</u>
<b>Total Current Liabilities</b>	1,506,616	1,475,861
Obligation under contingent consideration arrangement, net of current portion	1,036,757	879,561
Notes payable to affiliated company, net of current portion	<u>6,750,000</u>	<u>6,030,000</u>
<b>Total Long-term Liabilities</b>	<u>7,786,757</u>	<u>6,909,561</u>
<b>Total Liabilities</b>	9,293,373	8,385,422
<b>STOCKHOLDERS' EQUITY (DEFICIT)</b>		
Common stock, \$.01 par value; 100,000 shares authorized, 10,250 shares issued and 9,250 outstanding in 2016; and 10,250 shares issued and 9,250 outstanding in 2015	103	103
Additional paid-in capital	3,427,925	3,427,925
Accumulated deficit	( 11,412,147)	( 10,082,609)
Less: Treasury stock, 1,000 shares in 2016 and 1000 shares in 2015 at cost	<u>( 26,494)</u>	<u>( 26,494)</u>
<b>Total Stockholders' Equity (Deficit)</b>	<u>( 8,010,613)</u>	<u>( 6,681,075)</u>
<b>Total Liabilities and Stockholders' Equity (Deficit)</b>	<u>\$ 1,282,760</u>	<u>\$ 1,704,347</u>

**The accompanying notes are an integral part of these financial statements.**

INTERVIEWSTREAM, INC.

(A MAJORITY-OWNED SUBSIDIARY OF  
BRAZOS ASSET CORPORATION)

STATEMENTS OF OPERATIONS

FOR THE YEARS ENDED JUNE 30, 2016 AND 2015

	<u>2016</u>	<u>2015</u>
Revenues		
Sales	\$ 2,576,343	\$ 2,670,731
Other Income	25,068	45,511
Total Revenues	<u>2,601,411</u>	<u>2,716,242</u>
Cost of Revenues	<u>1,232,070</u>	<u>1,239,220</u>
Gross Profit	1,369,341	1,477,022
Selling, general and administrative expenses	<u>2,194,133</u>	<u>3,334,355</u>
Operating Loss	( 824,792)	( 1,857,333)
Other income (expenses):		
Interest Expense to affiliated company	174,929	148,370
Loss/Gain-Disposal of Assets Customer SE	42,550	-
Goodwill impairment loss	-	-
Change in fair value of contingent consideration arrangement	<u>287,267</u>	<u>(148,951)</u>
Loss before income taxes	( 1,329,538)	( 1,856,752)
Federal income tax expense	<u>-</u>	<u>-</u>
Net loss	<u><u>\$ ( 1,329,538)</u></u>	<u><u>\$ ( 1,856,753)</u></u>

The accompanying notes are an integral part of these financial statements.

INTERVIEWSTREAM, INC.

(A MAJORITY-OWNED SUBSIDIARY OF  
BRAZOS ASSET CORPORATION)

STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)

FOR THE YEARS ENDED JUNE 30, 2016 AND 2015

	Common Stock Shares	Amount	Additional Paid-In Capital	Accumulated Deficit	Treasury Stock	Total Stockholders' Equity (Deficit)
Balances at June 30, 2014	10,250	\$ 103	\$ 3,427,925	\$( 8,225,856)	\$( 26,492)	\$( 4,824,320)
Shares issued	-	-	-	-	-	-
Purchase of treasury stock	-	-	-	-	( 2)	( 2)
Net loss	-	-	-	( 1,856,753)	-	( 1,856,753)
Balances at June 30, 2015	10,250	\$ 103	\$ 3,427,925	( 10,082,609)	( 26,494)	( 6,681,075)
Shares issued	-	-	-	-	-	-
Purchase of treasury stock	-	-	-	-	-	-
Net loss	-	-	-	( 1,329,538)	-	( 1,329,538)
Balances at June 30, 2016	10,250	\$ 103	\$ 3,427,925	\$( 11,412,147)	\$( 26,494)	\$( 8,010,613)

The accompanying notes are an integral part of these financial statements.

**INTERVIEWSTREAM, INC.**  
**(A MAJORITY-OWNED SUBSIDIARY OF**  
**BRAZOS ASSET CORPORATION)**  
**STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net loss	\$( 1,329,538)	\$( 1,856,753)
Adjustments to reconcile change in net loss to net cash provided by operating activities:		
Depreciation	7,483	42,318
Goodwill impairment loss	-	-
Amortization of intangible assets	547,918	673,306
Impairment of long-lived assets	-	-
Change in fair value of contingent consideration	-	( 148,951)
Stock awards	-	-
Deferred income taxes	-	-
Change in operating assets and liabilities:		
(Increase) decrease in trade accounts receivable	55,509	46,513
(Increase) decrease in prepaid expenses	( 2,016)	20,312
Increase (decrease) in accounts payable	43,135	( 99,801)
Increase (decrease) in accrued expenses	( 3,376)	9,921
Increase (decrease) in accrued interest payable	4,631	12,901
Increase (decrease) in deferred revenue	( 7,894)	( 114,189)
Net Cash Used by Operating Activities	( 684,148)	( 1,414,423)
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of property and equipment	( 334,123)	( 412,846)
Proceeds from disposal of property and equipment	90,106	300,776
Capital expenditures	1,608	-
Net Cash Used by Investing Activities	( 242,409)	( 112,070)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Proceeds from note payable to affiliated company	720,000	1,605,000
Purchase of treasury stock	-	( 2)
Payments on long-term liabilities	151,455	( 117,385)
Net Cash Provided by Financing Activities	871,455	1,487,613
<b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	( 55,102)	( 38,880)
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>76,791</u>	<u>115,671</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 21,688</u>	<u>\$ 76,791</u>
<b>SUPPLEMENTAL DISCLOSURE</b>		
Cash paid for interest	<u>\$ 174,929</u>	<u>\$ 148,370</u>

The accompanying notes are an integral part of these financial statements.

**INTERVIEWSTREAM, INC**  
**(A MAJORITY-OWNED SUBSIDIARY OF**  
**BRAZOS ASSET CORPORATION)**

**NOTES TO THE FINANCIAL STATEMENTS**

**JUNE 30, 2016 AND 2015**

**1. NATURE OF OPERATIONS**

InterviewStream, Inc. ("the Company") provides proprietary hosted pre-recorded and live video interviewing technology solutions to clients throughout the United States in the enterprise, staffing, executive search, career transition, and higher education markets. In July 2014, Brazos Higher Education Service Corporation, Inc. ("BHESC") contributed its ownership interest to Brazos Asset Corporation, therefore making InterviewStream a majority owned subsidiary of Brazos Asset Corp. Brazos Asset Corp. is a majority owned subsidiary of Brazos Higher Education Service Corporation, Inc., therefore BHESC is an affiliated company.

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Accounting Method**

The financial statements of the Company have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other liabilities in accordance with generally accepted accounting principles.

**Use of Accounting Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent matters at the date of the financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates. Significant estimates in the financial statements include useful lives of property and equipment and intangible assets, any allowance for doubtful accounts, obligations under contingent consideration arrangements, self-health insurance accrual and deferred tax calculation and related reserves.

**Codification**

The Financial Accounting Standards Board's (FASB) Accounting Standards Codification (ASC) is the single official source of authoritative, nongovernmental U. S. generally accepted accounting principles (GAAP).

**Cash and Cash Equivalents**

For the purposes of the Statements of Cash Flows, the Company considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. There were no cash equivalents at June 30, 2016 and 2015.

### **Trade Accounts Receivable**

Trade accounts receivable are recorded at the invoiced amount and do not bear interest. Amounts collected on trade accounts receivable are included in net cash used in operating activities in the statement of cash flows. The Company maintains an allowance for doubtful accounts for estimated losses inherent in its accounts receivable portfolio. In establishing the required allowance, management considers historical losses adjusted to take into account current market conditions and the customers' financial condition, the amount of receivables in dispute, and the current receivables aging and current payment patterns. The Company reviews its allowance for doubtful accounts monthly. Past due balances over 90 days and over a specified amount are reviewed individually for collectability. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. The Company considered all trade accounts receivable to be collectible as of June 30, 2016 and 2015; accordingly, no allowance was recorded as of year ends.

### **Property and Equipment**

Property and equipment are recorded at cost, less subsequent accumulated depreciation. Depreciation on property and equipment is calculated on the straight-line method over the estimated useful lives of the assets, which is 2-4 years of current assets held.

### **Intangible Assets, Other Than Goodwill**

The Company's intangible assets, other than goodwill, includes software and other intangibles. Software is being recorded at cost and the other intangibles which were a result of business acquisitions were originally recorded at their estimated fair value. They are being amortized over the estimated useful lives as discussed below in footnote "Goodwill and Intangible Assets".

### **Deferred Revenue**

Service contracts that are designated for or related to future years' activities are deferred and recognized as revenue in the period in which they apply

### **Contingent Consideration Agreement**

On November 15, 2012, the Company acquired certain assets and assumed certain liabilities of Kiosk Holdings, LLC (formerly InterviewStream, LLC) in a transaction accounted for as a business combination. The results of operations of the business acquired (a proprietary online prerecorded and live video interviewing technology solution) have been included in the financial statements since that date. The purchase price included a contingent consideration arrangement that requires the Company to pay Kiosk Holdings, LLC a percentage of gross annual revenues of the business for ten years beginning with the year ending June 30, 2014. The percentages of gross revenues to be paid are 5% for 2014 through 2016; 7.5% for 2017 through 2018; and 10% for 2019 through 2023. The potential undiscounted amount of all future payments that could be required to be paid under the contingent consideration arrangement is between \$0 and \$2,375,121. The liability is recorded on the Balance Sheets at its estimated fair market value as discussed further in the footnote "Fair Market Hierarchy." Changes in the estimated fair value are recognized in current year earnings. As of June 30, 2016 and 2015, the Company had a total liability recorded related to this contingent consideration agreement of \$1,166,828 and \$1,015,373.

### **Revenue Recognition**

The Company's hosted technology solutions are provided to clients on an as-needed basis through an internet connection with the client not having the contractual right to take possession of the software (i.e., software as a service or SaaS model). Revenue is recognized ratably over the term of the client hosting arrangement. Sales taxes collected from clients and remitted to governmental authorities are accounted for on a net basis and therefore are excluded from revenues in the statement of operations. Costs are recognized as incurred. Credits to revenue are recognized immediately upon determination that an amount related to an account is not collectible.

### **Advertising Expenses**

The Company expenses advertising costs as incurred. Advertising costs for the years ended June 30, 2016 and 2015 were approximately \$68,574 and \$185,030, respectively.

### **Goodwill**

Goodwill is an asset representing the future economic benefits arising from other assets acquired in a business combination that are not individually identified and separately recognized. Goodwill is reviewed for impairment at least annually. The Company performs a qualitative assessment to determine whether it is more-likely-than-not that the fair value of a reporting unit is less than its carrying amount. If this is the case, a two-step goodwill impairment test is required. If it is more-likely-than-not that the fair value of a reporting unit is greater than its carrying amount, the two-step goodwill impairment test is not required.

If the two-step goodwill impairment test is required, first, the fair value of the reporting unit is compared with its carrying amount (including goodwill). If the fair value of the reporting unit is less than its carrying amount, an indication of goodwill impairment exists for the reporting unit and the entity must perform step two of the impairment test (measurement). Under step two, an impairment loss is recognized for any excess of the carrying amount of the reporting unit's goodwill over the implied fair value of that goodwill. The implied fair value of goodwill is determined by allocating the fair value of the reporting unit in a manner similar to a purchase price allocation and the residual fair value after this allocation is the implied fair value of the reporting unit goodwill. Fair value of the reporting unit is determined using a discounted cash flow analysis. If the fair value of the reporting unit exceeds its carrying amount, step two does not need to be performed.

The Company performed an assessment of goodwill, and recorded an impairment loss of \$0 for the years ended June 30, 2016 and 2015, respectively.

### **Income Taxes**

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.



The Company recognizes the effect of income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs. The Company records interest related to unrecognized tax benefits in interest expense and penalties in selling, general, and administrative expenses.

The previous three tax years remain subject to examination by tax jurisdictions.

### **Concentration of Credit Risk**

The Company maintains its cash balances in local financial institutions. All accounts, interest bearing and noninterest bearing, per depositor at each separately chartered FDIC-insured depository institution are insured by the FDIC up to \$250,000. As of June 30, 2016 and 2015, the Company's cash deposits at local financial institutions were fully insured.

### **Reclassifications**

Certain amounts in the prior periods presented have been reclassified to conform to the current period financial statement presentation. These reclassifications have no effect on previously reported net income (loss).

## **3. SIGNIFICANT RISKS AND UNCERTAINTIES INCLUDING BUSINESS AND CREDIT CONCENTRATIONS**

As shown in the accompanying financial statements, the Company incurred net losses of \$1,329,538 and \$1,856,753 during the year ended June 30, 2016 and 2015, respectively, and as of June 30, 2016 and 2015, the Company's current liabilities exceeded its current assets by \$1,462,587 and \$927,237. Further, the Company has used cash for operations of (\$684,148) and (\$1,414,422) for the year ended June 30, 2016 and 2015. These deficits have been funded by the line of credit agreement with Brazos Higher Education Service Corporation, Inc. ("BHESC") an affiliated company as discussed in the footnote below "Related Party Transaction". Management of the Company is designing and implementing certain cost reduction plans and amending sales strategies to continue to improve operating results. BHESC is committed to finance operating cash flow shortfalls in the Company during this turnaround period until the Company obtains positive cash flows and net income.

Significant concentrations of business in any one marketing or geographic area could negatively impact the Company's operations in the event of concentration of losses, regional economic downturns, or industry fluctuations. Substantially all revenues of the Company are derived from a suite of products based on a proprietary online platform that provides video interview solutions for customers. Demand for the Company's services is a function of these clients' willingness to continue to invest in technology solutions for pre-screening candidates and interviewing remote talent.

#### 4. PROPERTY AND EQUIPMENT

Property and equipment at June 30, 2016 and 2015 consists of the following:

	<u>2016</u>	<u>2015</u>
Leasehold improvements	\$ -	\$ 1,608
Equipment, furniture, and fixtures	<u>148,122</u>	<u>135,693</u>
	148,122	137,301
Less accumulated depreciation	<u>( 131,482)</u>	<u>( 107,116)</u>
Property and equipment, net	<u>\$ 16,640</u>	<u>\$ 30,185</u>

Depreciation expense of property and equipment charged to operations for the years ended June 30, 2016 and 2015 was \$7,483 and \$42,318, respectively.

#### 5. STOCKHOLDERS' EQUITY

##### *Common Stock*

Holders of common stock are entitled to receive dividends and, upon liquidation or dissolution, are entitled to receive all assets available for distribution to stockholders. The holders have no preemptive or other subscription rights and there are no redemption or sinking fund provisions with respect to such shares. The Company has issued two classes of common stock – Class A and Class B. The primary difference in the two classes of stock is that Class A is nonvoting shares, and Class B is entitled to one vote per share.

The following table presents common stock issued and outstanding by class of shares as of June 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
Class A shares		
Issued	1,500	1,500
Outstanding	500	500
Class B shares		
Issued	8,750	8,750
Outstanding	8,750	8,750

Under the terms of the line of credit agreement with Brazos Higher Education Service Corporation, Inc. ("BHESC") discussed in the footnote "Related Party Transactions" below, the Company cannot declare dividends without prior consent of BHESC unless tangible net worth is \$2.5 million after giving effect to such dividends.

##### *Treasury Stock*

During 2016 and 2015, the Company acquired -0- and 500 treasury shares of Class A stock for \$0 and \$2 from former employees of the Company pursuant to a restricted stock agreement.

## 6. GOODWILL AND INTANGIBLE ASSETS

### *Intangible Assets*

In 2012, the Company acquired intangible assets consisting of \$100,000 related to logos and branding, which are not subject to amortization, and \$2,064,469 related to existing contracts and client relationships, which are being amortized and have a weighted average useful life of approximately five years.

Other intangibles include computer software costs which have been recorded at cost to develop.

Intangible assets at June 30, 2016 and 2015 consist of the following:

	June 30, 2016			
	Weighted Average Amortization Period	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Amortizing intangible assets:				
Contracts and client relationships	5 years	\$ 2,064,469	\$( 1,850,433)	\$ 214,036
Computer software costs	3-4 years	1,168,274	( 656,219)	512,055
Intangible assets not subject to amortization		<u>100,000</u>	<u>-</u>	<u>100,000</u>
Total intangible assets, net		<u>\$ 3,332,743</u>	<u>\$( 2,506,652)</u>	<u>\$ 826,091</u>
June 30, 2015				
Amortizing intangible assets:				
Contracts and client relationships	5 years	\$ 2,064,469	\$( 1,544,020)	\$ 520,449
Computer software costs	3-4 years	936,687	( 431,599)	505,088
Intangible assets not subject to amortization		<u>100,000</u>	<u>-</u>	<u>100,000</u>
Total intangible assets, net		<u>\$ 3,101,156</u>	<u>\$( 1,975,619)</u>	<u>\$ 1,125,537</u>

Amortization expense was \$547,918 and \$673,603, respectively, for the years ended June 30, 2016 and 2015.

No impairment loss was recorded in 2015 and 2016.

## 7. INCOME TAXES

There was no federal tax expense or benefit recorded for the year ended June 30, 2016 and 2015.

At June 30, 2016 and 2015, the Company had net operating loss carryforwards for federal income tax purposes of approximately \$8,843,391 and \$6,865,666 which are available to offset future federal taxable income, if any, through 2036.

Income taxes differ from the amount computed by applying the U.S. federal income tax rate of 34% to pretax income as a result of nondeductible expenses and nontaxable income. There are no deferred tax assets or liabilities recorded at June 30, 2016 and 2015, as management believes it is more-likely-than-not that the net deferred tax assets will not be realized. Therefore a valuation allowance has been provided for the entire net deferred tax amount. Substantially all future benefits relate to the net operating loss carryforwards discussed above.

## 8. EMPLOYEE BENEFIT PLAN

The Company has a defined contribution benefit plan that covers substantially all employees with one year of service. Contributions to the plan are made at the discretion of the Company. Contributions for the year ended June 30, 2016 and 2015 were approximately \$99,954 and \$71,646, respectively.

## 9. FAIR VALUE HIERARCHY

FASB ASC 820, Fair Value Measurement, clarifies that fair value is an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. This guidance establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under this guidance are described below.

- Level 1 – Valuations for assets and liabilities traded in active exchange markets. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.
- Level 2 – Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or comparable assets or liabilities which use observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in active markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 – Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

In estimating fair value, the Company utilizes valuation techniques that are consistent with the market approach, the income approach, and/or the cost approach. Such valuation techniques are consistently applied.

The fair value of the obligation under contingent consideration arrangement is estimated using the income approach. That measure is based on significant inputs that are not observable in the market. Key assumptions include (a) a discount rate of 15%, (b) an estimated renewal rate of 75% and (c) a probability adjusted level of gross annual revenues between \$2,451,466 and \$4,009,879 through the year 2023.

Fair values of assets measured on a recurring basis at June 30, 2016 and 2015 are as follows:

	Fair Value measurements at Reporting Date Using			
	Fair Value June 30, 2016	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Obligation under contingent consideration arrangement	<u>\$ 1,166,828</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,166,828</u>

	Fair Value measurements at Reporting Date Using			
	Fair Value June 30, 2015	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Obligation under contingent consideration arrangement	<u>\$ 1,015,373</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,015,373</u>

The following table reconciles the beginning and ending balance of the fair value measurements using significant unobservable units (Level 3) for the year ended June 30, 2016:

	Contingent Consideration Agreement
Balance, beginning of year	\$ 1,015,373
Realized losses	287,267
Unrealized gains	-
Payments	( 135,812)
Balance, end of year	<u>\$ 1,166,828</u>

The following table reconciles the beginning and ending balance of the fair value measurements using significant unobservable units (Level 3) for the year ended June 30, 2015:

	Contingent Consideration Agreement
Balance, beginning of year	\$ 1,282,709
Realized losses	-
Unrealized gains	( 148,951)
Payments	( 118,385)
Balance, end of year	<u>\$ 1,015,373</u>

There were no transfer in or out of level three during the year ended June 30, 2016 and 2015.

**10. COMMITMENTS AND CONTINGENCIES**

The Company signed a new lease agreement with BHESC (an affiliated company), which will start in October 2015 and end June 30, 2016. Lease expense for the year ended June 30, 2016 and 2015 was \$68,124 and \$61,277, respectively.

The Company is involved in various claims and disputes arising in the ordinary course of business. In the opinion of management, any possible item that could arise at this time will not have a material adverse effect on the Company's financial position, results of operations, or liquidity.

**11. RELATED PARTY TRANSACTIONS**

At June 30, 2016 the Company has available a \$6,750,000 line of credit agreement with BHESC, an affiliated company, through November 15, 2017. Advances carry an interest rate at a prime rate less 0.5%, 2.75% at June 30, 2016 and 2015. The agreement is secured by trade accounts receivable, computer equipment and intangibles. Advances totaled \$6,750,000 and \$6,030,000 at June 30, 2016 and 2015, respectively, and interest expense for the years ended June 30, 2016 and 2015 were \$174,929 and \$148,370, respectively. Interest payable to BHESC for the year ended June 30, 2016 and 2015 were \$45,698 and \$41,067, respectively.

The Company also incurred management (administrative) fees totaling \$64,652 and \$363,555, respectively, for the year ended June 30, 2016 and 2015 related to an administrative services agreement with BHESC. Trade accounts payable includes \$4,754 and \$5,737 payable to BHESC at June 30, 2016 and 2015, respectively.

The Company's leased office space beginning in October 2015, as discussed in the above footnote "Commitments and Contingencies" is also paid to BHESC.

**12. SUBSEQUENT EVENTS**

Subsequent events have been evaluated through October 20, 2016, the issuance date of this report. No events requiring disclosure were noted.

**SUPPLEMENTAL SCHEDULE**

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TRADEMARK

REEL: 006572 FRAME: 0733

**INTERVIEWSTREAM, INC.**

**(A MAJORITY-OWNED SUBSIDIARY OF  
BRAZOS ASSET CORPORATION)**

**SELLING, GENERAL AND ADMINISTRATIVE EXPENSES**

**FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
<b>Selling Expenses:</b>		
Salaries and wages	\$ 469,113	\$ 465,564
Commissions	79,373	92,643
Bonus	-	12,059
Severance	27,251	195,374
Payroll taxes	42,795	42,576
Employee benefits	56,376	43,017
Insurance	34,887	-
Computer supplies	-	-
Printing	18	-
Postage	312	-
Shipping/Deliveries	26	29
Internet	1,090	810
Telephone	1,970	1,934
Dues & Subscriptions	409	-
Office Supplies	-	455
Meals/Entertainment	1,146	2,857
Professional	-	1,115
Contract labor	25,791	64,609
Travel	3,459	13,057
Entertainment	6,529	49
Lodging	7,619	12,382
Mileage	1,048	3,952
Car Rental	-	780
Pension	47,517	44,503
Advertising and marketing	45,591	117,156
Trade shows	12,983	61,134
Software	18,585	45,250
Consulting	-	-
<b>Total selling expenses</b>	<u>883,888</u>	<u>1,221,305</u>
<b>General and Administrative Expenses:</b>		
Salary and wages	422,369	225,579
Bonus	1,038	8,555
Payroll taxes	29,632	16,937
Employee benefits	43,578	28,629
Severance	-	-
Office rent	68,124	61,277
Maintenance & Operating	2,170	-
Computer Supplies	1,245	1,449
Administrative fees	64,652	363,555
Printing	1,138	1,125



**INTERVIEWSTREAM, INC.**

**(A MAJORITY-OWNED SUBSIDIARY OF  
BRAZOS ASSET CORPORATION)**

**SELLING, GENERAL AND ADMINISTRATIVE EXPENSES**

**FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

	<b>2016</b>	<b>2015</b>
General and Administrative Expenses: (continued)		
Postage	\$ 222	\$ 146
Shipping	770	3,513
Internet	54,640	58,945
Telephone	10,177	20,750
Dues and subscriptions	120	899
Other Supplies	-	313
Office supplies	5,899	4,369
Meals/Entertainment	1,987	4,608
Contract labor	11,002	46,057
Travel	600	2,887
Entertainment	3,316	1,731
Lodging	810	1,571
Mileage	23	2,067
Car Rental	261	210
Pension	12,901	12,834
Depreciation and amortization	348,532	478,402
Professional	472	2,598
Insurance	11,086	7,871
Advertising and marketing	10,000	6,740
Trade shows	-	582
Stock grant	-	-
Director's expense	1,200	2,620
Accounting fees	14,728	20,024
Legal fees	2,955	5,353
Consulting	102,245	606,005
Gifts & Memorials, Flowers	60	-
Community Support (Donations)	5,540	550
Placement fees	-	5,282
Filing Fees	185	1,629
Miscellaneous	3,872	1,601
Bank Service Fees	1,143	1,776
Payroll Processing Fees	5,995	8,728
Software	65,558	95,283
Total General and Administrative Expenses	<u>1,310,245</u>	<u>2,113,050</u>
Total Selling, General & Administrative Expenses	<u>\$ 2,194,133</u>	<u>\$ 3,334,355</u>

The accompanying notes are an integral part of these financial statements.

**Exhibit 4.4**  
**Financial Statements**

**InterviewStream, Inc.**  
**Balance Sheet**  
**As of October 31, 2016**

	<i>Unaudited</i>
Assets	
Current Assets:	
Cash	\$ 73,626.81
Accounts Receivable:	
Trade Receivables	345,210.78
Prepaid Expense	7,868.95
Total Current Assets	<u>426,706.54</u>
Property and equipment, net of accumulated depreciation	7,952.77
Intangible assets, net of accumulated amortization	641,384.19
Total Assets	<u><u>\$ 1,076,043.50</u></u>
Liabilities and Shareholder Equity	
Current Liabilities:	
Accounts Payable:	\$ 41,007.92
Salary & Benefits Payable	44,782.36
Accrued Interest Payable- Notes	17,060.42
Deferred Revenue - Current	1,181,986.27
Contingent Purchase Price Liability-Current	43,042.26
Total Current Liabilities	<u>1,327,879.23</u>
Notes Payable	7,020,000.00
Contingent Purchase Price Liability	993,715.09
Total Liabilities	<u>9,341,594.32</u>
Shareholder's Equity:	
Common Stock - Par Value	102.50
Common Stock - Additional Paid In Capital	3,427,925.00
Common Stock - Treasury Stock	(26,492.86)
Retained Earnings	(11,667,085.46)
Total Shareholder's Equity	<u>(8,265,550.82)</u>
Total Liabilities and Shareholder Equity	<u><u>\$ 1,076,043.50</u></u>

**Exhibit 4.4**  
**Financial Statements**

**InterviewStream, Inc.**

**Income Statement**

**For the four months ended October 31, 2016**

	<i>Unaudited</i>
Revenues	
Sales	\$ 859,028
Other Income	1,818
Total Revenues	<u>860,846</u>
 Cost of Revenues	 <u>390,113</u>
 Gross Profit	 470,733
 Selling, general and administrative expenses	 657,749
 Operating Loss	 <u>(187,016)</u>
 Other Income	
Interest Expense to affiliated company	67,922
 Loss before income taxes	 <u>(254,938)</u>
 Federal income tax expense	 -
 Net loss	 <u><u>\$ (254,938)</u></u>

**Exhibit 4.17**  
**Changes in Vendors and Customers**

We are not aware of any vendors providing services to Seller intending to cease providing such services.

We are not aware of any customers intending to terminate their business relations with Seller. The following listing of customers have contracts which are expiring within in the first sixty (60) days following the Closing Date.

Account Name	Contract Start Date	Contract End Date	Face Amount of Contract
Chegg, Inc.	12/15/2015	12/14/2016	1,800.00
Perimeter College of Georgia State University	12/15/2015	12/14/2016	3,240.00
Brazos Education Foundation	12/17/2015	12/16/2016	-
University of Central Florida, Rosen College of Hospitality Management	12/17/2015	12/16/2016	1,584.00
Curtin University	12/19/2015	12/18/2016	6,750.00
AlmaLaurea srl	3/21/2016	12/20/2016	1,350.00
Raytheon Company	12/21/2015	12/20/2016	9,000.00
Pinnacle	12/28/2015	12/27/2016	3,000.00
Victoria University	12/31/2014	12/30/2016	8,000.00
Alliance Abroad Group	1/1/2016	12/31/2016	4,800.00
American Chemical Society	1/1/2016	12/31/2016	2,500.00
American University Undergraduate	1/1/2016	12/31/2016	2,000.00
AT&T	1/1/2016	12/31/2016	25,000.00
Axis Communications Inc.	10/1/2016	12/31/2016	-
Burns & McDonnell	1/1/2016	12/31/2016	10,163.00
Cabrini College	1/1/2016	12/31/2016	1,995.00
California State University - Dominguez Hills	1/1/2016	12/31/2016	2,800.00
CAPA	12/1/2015	12/31/2016	1,584.00
Career Oyster LLC	1/1/2016	12/31/2016	999.00
Cedar Crest College	1/1/2016	12/31/2016	1,500.00
Charles Sturt University	1/1/2016	12/31/2016	9,500.00
Extraco Banks	1/1/2016	12/31/2016	5,988.00
First National Bank of Omaha	10/13/2016	12/31/2016	250.00
First National Bank of Omaha	1/1/2016	12/31/2016	7,500.00
Iron Hill Brewery	1/1/2016	12/31/2016	1,500.00
Kent State University	1/1/2016	12/31/2016	2,800.00
Manhattan Associates	1/1/2016	12/31/2016	5,988.00
Metropolitan State University	1/1/2016	12/31/2016	1,500.00
Navistar	1/1/2016	12/31/2016	5,000.00
Oregon State University	1/1/2016	12/31/2016	2,800.00
Regents of the University of Minnesota, through its Medical School	1/1/2016	12/31/2016	1,500.00
Reynolds Consumer Products LLC	1/1/2016	12/31/2016	5,400.00

**Exhibit 4.19**  
**Employees**

Key Employees

Jason Martini  
Joshua Saylor  
Keith Janak  
Michelle Adams  
Seth Obenrader

Non-key Employees

Carin Perry  
Carlie Simonek  
Drew Whitehurst  
Fernando Garcia  
Jessica Peters  
Joey Vasser  
Sarah Wingrove  
Steven Washburn  
Timothy Crowell  
Zachary Dillon

**Exhibit 4.24**  
**Benefit Plans**

- A. Bonus Plans
  - Management Incentive Plan (MIP)
- B. Commission Plans
  - Renewal Commission Plan
  - Sales & Marketing Commission Plan
  - Customer Support Commission Plan
- C. Cafeteria Allowance of up to \$400 per month to use on eligible (Cafe125) expenses.
  - If the employee does not utilize our medical coverage then they receive the full \$400 per month
  - If the employee elects to use one of our medical plans then they will receive a substantially less amount of cafeteria allowance (\$0 up to \$98) per month
- D. Medical Insurance is through United Healthcare with the following options
  - \$1,500 deductible PPO
  - \$2,500 deductible PPO
  - \$3,000 deductible HSA
  - \$5,000 deductible HSA
- E. If the employee elects one of the HSA medical plans, then the company will contribute \$2,000 each year into the employee's HSA account. Contributions are made in January each year.
- F. The company provides the following for free
  - Vision insurance for Employee ONLY. Additional coverage (spouse, child, family) can be purchased at the employee's expense. Insurance is through MetLife VSP. Life & AD&D for the employee, and is covered for the annual salary up to \$50,000
  - Long Term Disability is provided by MetLife
  - Sick Leave Bank - This is an in-house short term disability plan where the employee makes a one-time contribution of 8 hours of PTO and they are eligible to draw on the sick leave bank if they have an FMLA eligible leave for their own health reason and they have exhausted their PTO. This pays at 100% until LTD starts.
- G. Dental insurance is provided by MetLife.
- H. Time off programs include
  - PTO which is accrued per pay period and grants 2, 3 or 4 weeks per year depending on years of service
  - 10 paid Holidays per year
- I. A 401(k) retirement plan is available with the following benefits
  - A 5% profit sharing on wages up to the social security limit
  - A 9% profit sharing on wages over the social security limit and up to the qualified plan maximum.
  - A 6%, dollar for dollar match,
  - All contribution are made per pay period

**Exhibit 7.3(d)**  
**Form of Employment Contract**

## EMPLOYMENT & CONFIDENTIALITY AGREEMENT

This Agreement is made and entered into this [DAY OF MONTH] day of [MONTH, YEAR] by and between RIVS.com, Inc (“Employer”), a Delaware corporation, and [EMPLOYEE NAME] (“Employee”).

### Recitals

WHEREAS, Employer is engaged in the business of providing software and related solutions to assist in the hiring process (the “Business”); and

WHEREAS, Employee has valuable knowledge and skills which he/she can contribute to the Business;

WHEREAS, Employer wishes to retain Employee to assist with the Business;

WHEREAS, Employer and Employee wish to enter into an employment relationship for their mutual benefit;

WHEREAS, Employee acknowledges that he/she has received consideration with the offering of this position;

WHEREAS, Employee acknowledges that such consideration is valuable and meaningful to him/her; and

WHEREAS, Employee acknowledges that such consideration is provided by Employer in exchange for Employee’s promises contained herein.

NOW, THEREFORE, in consideration of the promises and the mutual agreements contained herein, the parties hereby agree as follows:

### Agreement

1. **Employment.** Subject to Section 13, commencing on [EMPLOYMENT START DATE] (the “Effective Date”), Employee shall serve as a [TITLE] on behalf of the Employer. Employee shall assume and perform all of the duties and responsibilities incidental to such position, or which are assigned to him/her from time to time by Employer’s President/CEO or managers. Employee shall use his/her best efforts in the performance of his/her duties, and shall perform them promptly, diligently and professionally at all times. Employee shall spend substantially his/her full time in the performance of his duties, except in the event of absence permitted by Employer’s President/CEO. Employee shall work such hours as are reasonably assigned to him/her by Employer’s President/CEO from time to time.

2. **Compensation.** Commencing on the Effective Date, Employee shall receive a base salary of \$[SALARY] dollars per year, plus commissions in exchange for his/her services as [TITLE]. All payments of salary shall be less withholding for federal and state taxes and



other applicable charges and deductions. Employee acknowledges that in the event his/her employment is terminated for any reason by either party, no compensation shall be earned by Employee or payable by Employer after the effective date of termination.

3. **Termination of Employment Relationship.** Employer and Employee acknowledge that Employee's employment is and shall continue to be "at-will," which means that Employee is free to terminate the employment relationship at any time and for any or no reason and that Employer reserves the right to terminate Employee's employment at any time with or without cause and with or without notice.

The "at-will" employment relationship will remain in effect throughout Employee's employment with Employer, unless it is specifically modified by an express written agreement executed by Employee and Employer's President/CEO. The at-will employment relationship may not be modified by any oral or implied agreement, and no employee handbook, nor any course of conduct, practice, policy, award, promotion, performance evaluation, transfer, or length of service can modify the at-will relationship.

In conjunction with the "at-will" relationship, Employer may change the terms and conditions of Employee's employment at any time, for any or no reason, without advance notice.

4. **Non-Compete.** During the employment relationship and for two (2) years thereafter, Employee covenants that he/she will not directly or indirectly own, manage, or participate in, either as an owner, principal, agent, representative, consultant, manager, employee or otherwise, any business or entity that is engaged in the same or similar business as Employer's Business. During the employment relationship and for two (2) years thereafter, Employee also agrees that he/she will not directly or indirectly seek to hire or otherwise solicit to employ in any capacity, as executive, consultant, agent or otherwise, any current or future employee of the Employer.

Employee expressly acknowledges that he/she has received valuable and meaningful consideration by being offered this position in exchange for Employee's promises contained herein.

5. **Confidentiality.** Employee acknowledges that in the course of his/her employment, he/she may receive confidential information with respect to the business or activity of Employer. Employee understands that disclosure of the confidential information to competitors or customers of Employer or to the general public would be highly detrimental to Employer. Therefore, Employee agrees not to disclose at any time, either during or after his/her employment with Employer, confidential information to any unauthorized person not employed by or associated with Employer.

Employee also agrees not to make improper use, either directly or indirectly, of such confidential information. Employee will be released from his obligations regarding confidentiality to the extent:

- required to comply with any legal obligation imposed upon Employee and Employee agrees to immediately notify Employer if he/she is served with a subpoena or other legal process seeking disclosure of Employer's confidential information;
- that the information is or becomes available to the public from a source other than Employee and through no fault of him/her; or
- that the information is lawfully obtained by Employee from a third party or a source outside of the Agreement.

Upon termination of employment, Employee agrees to immediately return all materials belonging to Employer. Employee will not use, retain or reproduce by any means, any confidential information or property belonging to Employer.

6. **Notice.** All communication under the Agreement must be in writing and may be delivered personally or sent by facsimile transmission or prepaid registered mail, addressed to the addresses below, unless changed by notice. All communication that is delivered or mailed is effective when received. Facsimile transmissions are effective when the transmission is complete.

To: RIVS.com, LLC  
 Attn: Phillip Leslie  
 112 S Sangamon St. Suite 303  
 Chicago, IL 60607  
 Fax No.: (312) 277-6858

To: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

7. **Assignment.** The rights that accrue to Employer under the Agreement shall pass to its successors or assigns. The rights of Employee under the Agreement are not assignable or transferable in any manner.

8. **Entire Agreement.** Except for a stock option agreement that may be entered into with the Employee, this Agreement supersedes any previous implied, written or verbal agreements between the parties, and contains all of the essential terms and conditions of Employee's employment with Employer.

9. **Modification; Waiver.** Any modification to the Agreement must be in writing and signed by both parties. No waiver of a breach of any term of the Agreement is binding unless it is in writing and signed by the party purporting to waive it. Unless otherwise specified, the waiver will be limited to the specific breach waived.

10. **Severability.** The parties covenant and agree that the provisions contained herein are reasonable and are not known or believed to be in violation of any federal or state law or regulation. In the event a court of competent jurisdiction finds any provision contained herein to be illegal or unenforceable, such court may modify such provision to make it valid and

enforceable. Such modification shall not affect the remainder of this Agreement which shall continue at all times to be valid and enforceable.

11. **Governing Law.** The terms of the Agreement are governed by and shall be interpreted in accordance with the laws of the State of Illinois.

12. **Injunctive Relief; Attorneys' Fees; Damages.** Employee acknowledges and agrees that his/her breach of any of the promises contained in this Agreement will result in continuing and irreparable damage to Employer, for which there will be no adequate remedy at law. Employee further acknowledges that Employer shall be entitled to injunctive relief and/or an order for specific performance and to such other relief as may be proper (including monetary damages for loss of profits and consequential damages). Employee further agrees that employer will be entitled to recover its reasonable attorneys' fees, costs and disbursements incurred in enforcing this Agreement in the event of Employee's breach of any provision of this Agreement.

13. **Contingency.** Employer is undergoing an acquisition (the "Acquisition") of certain assets of InterviewStream, Inc. The closing of the Acquisition is subject to the satisfaction of certain conditions. As such, the offer of employment set forth herein and this Agreement are subject to and contingent upon the closing of the Acquisition. If the Acquisition is not consummated for any reason, this Agreement will be null and void.

IN WITNESS WHEREOF, the parties to the Agreement have executed it on the day, month and year first written above.

EMPLOYEE

By: \_\_\_\_\_

\_\_\_\_\_ Date

Employee \_\_\_\_\_

RIVS.COM, LLC

[DATE OF OFFER]

\_\_\_\_\_  
Phillip Leslie  
Chief Executive Officer, RIVS

\_\_\_\_\_ Date

**Exhibit 7.5(b)(ii)**  
**Form of Non-competition, Non-Solicitation and Non-disclosure Agreement**

## NONDISCLOSURE, NONCOMPETITION AND NONSOLICITATION AGREEMENT

THIS AGREEMENT is made and entered into as of this 14th day of December, 2016, by and between RIVS.com, Inc., a Delaware corporation ("RIVS"), and InterviewStream, Inc. ("Company") and Brazos Asset Corp. and Brazos Education Foundation, Inc. ("Company's Shareholders") (collectively, the Company and the Company's Shareholders are referred to as "InterviewStream").

### Recitals

In the course of its business, RIVS has developed substantial confidential information and trade secrets, plus valuable relationships with its customers, employees and consultants. In addition, RIVS has purchased substantially all of the assets of the Company pursuant to the Asset Purchase Agreement dated December 8, 2016, and this Agreement is critical to such transaction. RIVS now wishes to enter into this agreement with InterviewStream to protect its confidential information, valuable relationships and investment in the purchase of substantially all of the assets of Company.

### Agreement

In consideration of the foregoing, and in consideration of the mutual terms and conditions contained herein, the parties hereby agree as follows:

1. Nondisclosure of Confidential Information. InterviewStream acknowledges and agrees that RIVS is purchasing and has developed and continues to develop certain confidential and proprietary information and trade secrets regarding its business, including but not limited to patents, patent applications, copyrights, product concepts, designs, drawings, specifications, artwork, customer or vendor data, marketing plans and strategies, business development plans and strategies, pricing policies and practices, financial information, information regarding employees, consultants and independent contractors, computer software, programs, systems and databases, and other design, financial and operational information (collectively the "Confidential Information"), all of which are valuable business assets of RIVS. InterviewStream also acknowledges and agrees that it has and has been granted access to Confidential Information and may be granted such access in the future, that the unauthorized disclosure of Confidential Information could damage or destroy its value and significantly harm RIVS' business, and that the provisions of this Agreement are reasonably necessary to protect its value.

InterviewStream agrees at all times to keep the Confidential Information confidential. InterviewStream further agrees that it will not directly or indirectly copy, use or disclose any Confidential Information. InterviewStream also agrees that its obligations contained in this paragraph also apply to any confidential information or trade secrets of any third party which RIVS has agreed to keep confidential and not disclose.

2. Non-Competition. InterviewStream agrees that, for 5 years, the Company, the Company's shareholders, officers and directors will not compete with RIVS, directly or

indirectly, anywhere in the world, in the field of interviewing and mock-interviewing technology services ("Services").

3. Nonsolicitation. InterviewStream also agrees that, for 5 years, it will not directly or indirectly hire or attempt to hire any person who was an employee, independent contractor or consultant of Company or RIVS at any time within the 12 months prior RIVS purchase of substantially all of the assets of the Company.

4. Remedies. The parties recognize that money damages would not be an adequate remedy to RIVs for breach of Sections 1 through 3 of this Agreement, and agree that in the event of breach of either of such covenants, RIVS is entitled to seek additional judicial relief, including, but not limited to, restraining orders, injunctions, and an accounting.

6. Sale of Assets. This Agreement is being entered into in conjunction with RIVS purchase of substantially all of the assets of the Company. InterviewStream acknowledges and agrees that this is fair and adequate consideration for its agreements herein.

7. Interpretation. In addition to the Asset Purchase Agreement, Loan Agreement and other related agreements, this Agreement constitutes the entire agreement between the parties on the subject matter hereof and supersedes any prior oral or written agreements between the parties. This Agreement can be modified only by a written document signed by both parties. This Agreement shall be interpreted in accordance with the laws of the State of Delaware.

8. Binding Effect. This Agreement is binding upon, and shall inure to the benefit of, the heirs, representatives, successors, and assigns of the parties.

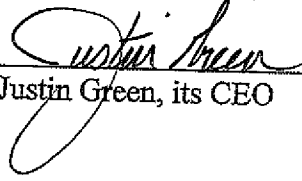
9. Legality. The parties covenant and agree that the provisions contained in this Agreement are reasonable and are not known or believed to be in violation of any federal or state law or regulation. In the event a court of law finds any provision to be illegal or unenforceable, such court may modify such provision to make it valid and enforceable. Such modification shall not affect the remainder of this Agreement which shall continue at all times to be valid and enforceable.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement as of the day and year first above written.

RIVS.COM, INC.

By:   
Phillip Leslie, its CEO

INTERVIEWSTREAM, INC.

  
By: Justin Green, its CEO

BRAZOS ASSET CORP.

  
By: \_\_\_\_\_  
Name: Murray Watson, Jr.  
Title: President

Being the sole holder of Series B Common Stock of InterviewStream, Inc., a Texas corporation

BRAZOS EDUCATION FOUNDATION, INC.

  
By: \_\_\_\_\_  
Name: Murray Watson, Jr.  
Title: Chairman

Being the sole holder of Series A Common Stock of InterviewStream, Inc., a Texas corporation

**Exhibit 7.5(b)(iii)**  
**Forms of Bill of Sale and Assignment**



## BILL OF SALE

This BILL OF SALE (this "Bill of Sale") is made effective as of the 14th day of December, 2016, by and between RIVS.com, Inc. (the "Buyer") and InterviewStream, Inc. (the "Seller"). Capitalized terms used herein but not otherwise defined have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, the Seller and the Buyer have entered into an Asset Purchase Agreement dated as of December 8, 2016 (the "Purchase Agreement") providing for, subject to the terms and conditions set forth therein, the sale, assignment, conveyance, transfer and delivery by the Seller to the Buyer of the Acquired Assets.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby sells, assigns, conveys, transfers and delivers to the Buyer the Seller's right, title and interest in and to the Acquired Assets pursuant to Section 1.1 of the Purchase Agreement.

This Bill of Sale is being executed and delivered pursuant and subject to the Purchase Agreement. Nothing in this Bill of Sale shall, or shall be deemed to, defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreement. In the event of any conflict between this Bill of Sale and the Purchase Agreement, the Purchase Agreement shall control.

This Bill of Sale shall be binding upon the Seller and its successors and permitted assigns and shall inure to the benefit of the Buyer and its successors and permitted assigns.

Upon the reasonable request of the Buyer, the Seller agrees to execute and deliver (or cause to be executed and delivered) to the Buyer such assignments and other instruments as may be reasonably requested by the Buyer and are required to effectuate completely the sale, assignment, conveyance, transfer and delivery to the Buyer of all of the Seller's right, title and interest in and to the Acquired Assets.

This Bill of Sale shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.


This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

\* \* \* \*

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be executed and delivered as of this 14th day of December, 2016.

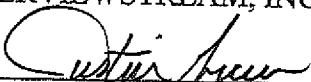
BUYER:

RIVS.COM, INC.

By:   
Name: Phillip Leslie  
Title: CEO

SELLER:

INTERVIEWSTREAM, INC.

By:   
Name: Justin Green  
Title: President / CEO

*Signature Page to Bill of Sale*

TRADEMARK

REEL: 006572 FRAME: 0752

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made effective as of the 14th day of December, 2016, by and between RIVS.com. (the "Buyer") and InterviewStream, Inc. (the "Seller"). Capitalized terms used herein but not otherwise defined have the meanings given to such terms in the Purchase Agreement (as hereafter defined).

WHEREAS, the Seller and the Buyer have entered into an Asset Purchase Agreement, dated as of December 8, 2016 (the "Purchase Agreement"), pursuant to which, subject to the terms and conditions set forth therein, the Seller has agreed to assign to the Buyer all of the Seller's right, title and interest in and to the Acquired Assets and the Buyer has agreed to assume the Assumed Liabilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the Seller and the Buyer hereby agree as follows:

1. Assignment of Acquired Assets. Subject to the terms and conditions of the Purchase Agreement, the Seller hereby assigns and transfers to the Buyer, and the Buyer hereby takes assignment from Seller of, all of Seller's right, title and interest in and to the Acquired Assets of the Seller. Notwithstanding the foregoing, the Seller does not assign or transfer hereunder the customer contracts listed and described on Exhibit 1.1(iv) of the Purchase Agreement or any claim or right or any benefit or obligation thereunder or resulting therefrom if an assignment or transfer thereof, without the consent of a third party thereto, would constitute a breach or violation thereof or impose any obligation or liability on the parties hereto unless and until such a consent has been obtained. If any such third-party consent is obtained after the date hereof, such customer contract and any such claims, rights, benefits or obligations thereunder or resulting therefrom shall at such time be deemed to be assigned and transferred to the Buyer.
2. Assumed Obligations. Subject to the terms of the Purchase Agreement, the Buyer hereby assumes, and agrees to pay, perform and discharge when due, the Assumed Liabilities.
3. No Other Obligations Assumed. Except as provided in the Purchase Agreement, neither the Buyer nor any of its affiliates is assuming or otherwise liable in respect of, or shall be deemed to have assumed or otherwise be liable in respect of, any other liabilities of the Seller.
4. Purchase Agreement. This Agreement is being executed and delivered pursuant and subject to the Purchase Agreement. Nothing in this Agreement shall, or shall be deemed to, defeat, limit, alter or impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreement. In the event of any conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall control.
5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
6. Further Assurances. Upon the reasonable request of the other party, each party hereto agrees to execute and deliver to the other party all such additional assignments, assumptions, deeds, releases and other documents as may be reasonably requested by the other

party and are required to effectuate completely the assignment by the Seller, and the assumption by the Buyer, contemplated hereby and by the Purchase Agreement.

7. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.

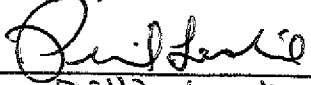
8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

\* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of this 14th day of December, 2016.

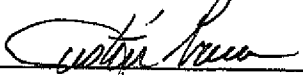
BUYER:

RIVS.COM, INC.

By:   
Name: Phillip Leslie  
Title: CEO

SELLER:

INTERVIEWSTREAM, INC.

By:   
Name: Justin Green  
Title: President & CEO

*Signature Page to Assignment and Assumption Agreement*