

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584684

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acroprint Time Recorder Co.		01/22/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Acroprint Tech Inc.		
Street Address:	2777 Loker Avenue West Suite A		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92010		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2860347	ACROPRINT	
Registration Number:	1251109	ACROPRINT	
Registration Number:	2560347	BIG-BAR	
Registration Number:	2798074	PENDULUM	
Registration Number:	2622854		
Registration Number:	4294870	TIMEQPLUS	
Registration Number:	4296668	FACEVERIFY	
Registration Number:	4585984	ACROPRINT BIOTOUCH	
Registration Number:	5840308	ACROPRINT PROPUNCH	
CORRESPONDENCE DATA			
Fax Number:	7138682262		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7138696975		
Email:	paul@beiklaw.com		
Correspondent Name:	Paul S. Beik		
Address Line 1:	8100 Washington Avenue, Suite 1000		
Address Line 4:	Houston, TEXAS 77007		
NAME OF SUBMITTER:	Paul S. Beik		

OP \$240.00 2860347

SIGNATURE:	/Paul S. Beik/
DATE SIGNED:	07/03/2020
Total Attachments: 16 source=Asset Purchase Agreement - Assignment#page1.tif source=Asset Purchase Agreement - Assignment#page2.tif source=Asset Purchase Agreement - Assignment#page3.tif source=Asset Purchase Agreement - Assignment#page4.tif source=Asset Purchase Agreement - Assignment#page5.tif source=Asset Purchase Agreement - Assignment#page6.tif source=Asset Purchase Agreement - Assignment#page7.tif source=Asset Purchase Agreement - Assignment#page8.tif source=Asset Purchase Agreement - Assignment#page9.tif source=Asset Purchase Agreement - Assignment#page10.tif source=Asset Purchase Agreement - Assignment#page11.tif source=Asset Purchase Agreement - Assignment#page12.tif source=Asset Purchase Agreement - Assignment#page13.tif source=Asset Purchase Agreement - Assignment#page14.tif source=Asset Purchase Agreement - Assignment#page15.tif source=Asset Purchase Agreement - Assignment#page16.tif	

ASSET PURCHASE AGREEMENT

between

ACROPRINT TECH INC.,
a wholly-owned subsidiary of Workwell Technologies, Inc.,
as Purchaser,

ACROPRINT TIME RECORDER CO.,
as Seller,

January 22, 2020

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made as of January 22, 2020 between Acroprint Tech Inc., a Delaware corporation ("Purchaser"), and Acroprint Time Recorder Co., a North Carolina corporation ("Seller"), with respect to the following:

A. Seller is engaged in the business (the "Business") of designing, developing, manufacturing and selling workforce time solutions, including without limitation mechanical clocks, time stamp machines, data collection terminals and ribbon, principally from a facility located in Raleigh, North Carolina.

B. Seller desires to sell to Purchaser substantially all of the assets of the Business (not including the Excluded Assets), and Purchaser desires to purchase such assets, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the representations, warranties and covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.01 Definitions. For all purposes of this Agreement, the terms set forth below shall be defined as follows:

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

"Affiliate" means, with respect to any Person (the "first Person"), any other Person that controls, is controlled by, or is under common control with, the first Person. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Allocation Schedule" has the meaning set forth in Section 2.06.

"Assumed Customer Agreements" has the meaning set forth in Section 2.01(f).

"Assumed License Agreements" has the meaning given that term in Section 2.01(g).

"Assumed Obligations" has the meaning given that term in Section 2.03.

“Assumed Other Agreements” has the meaning given that term in Section 2.01(h).

“Assumption Agreement” has the meaning given that term in Section 5.03(b).

“Balance Sheet Date” means September 30, 2019.

“Business” has the meaning given that term in paragraph A of the recitals to this Agreement.

“Business Day” means a day other than Saturday, Sunday or any other day on which commercial banks in Los Angeles, California are authorized or required by law to close.

“Cap” has the meaning set forth in Section 8.04.

“Cash Purchase Price” has the meaning set forth in Section 2.05.

“Claim” has the meaning set forth in Section 8.03.

“Claim Notice” has the meaning given that term in Section 8.03.

“Closing” means the consummation of the transactions contemplated by this Agreement, as provided in Article 5.

“Closing Date” means the date on which the Closing contemplated pursuant to Article 5 actually occurs.

“Code” means the Internal Revenue Code of 1986, as amended.

“Confidential Information” means any information, data or other materials of Seller which: (x) is proprietary or confidential to Seller or otherwise was or is designated by Seller as “confidential information,” or (y) originally was acquired by, disclosed to or known by an Affiliate of Seller as a result of or through its relationship with Seller. “Confidential Information” includes without limitation: (i) the Customer Information, (ii) sales information, marketing and product development plans, marketing techniques, pricing policies, customer programs and market forecasts, (iii) information concerning proprietary computer systems (including hardware and software), support systems and techniques and methods, (iv) information with respect to developments, improvements, inventions, ideas, processes, procedures, discoveries, concepts, designs, drawings, specifications, data and “know-how,” (v) financial information (including, without limitation, sales and revenue information and financial statements), (vi) product or service information (including, without limitation, product design and specifications, product development plans, product strategies and product delivery systems), and (vii) information of a type described in the foregoing clause (i) through (vi) which Seller obtained from another party under an obligation of confidentiality. Notwithstanding the foregoing, “Confidential Information” shall not include information, data or materials that: (A) is generally available to the public as of the date of this Agreement or hereafter becomes generally available to the public without breach of this Agreement or other wrongful act of any

Person, or (B) after the date of this Agreement is obtained without breach of this Agreement by Seller from another Person who is not bound by an obligation of confidentiality to Seller or Purchaser (it being understood that any employee or former employee of Seller shall be deemed to be bound by such an obligation of confidentiality).

“Consent” means any consent, approval, clearance, waiver, waiting period expiration, permit or order.

“Contract” means any contract, franchise, indenture, agreement, lease, sublease, license, instrument or other legally binding commitment, obligation or arrangement.

“Copyrights” means all copyrights in works of authorship of any type, including moral rights and rights of attribution and integrity, copyrights in Software and in the content contained on any web site, and registration and applications for any of the foregoing, and rights to sue for past infringement thereof.

“Current Liabilities” has the meaning given that term in Section 3.12.

“Customer Information” has the meaning set forth in Section 2.01(k).

“Damages” means all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable fees and expenses of counsel) but excluding punitive, consequential or special damages.

“Domain Names” means any alphanumeric designation which is registered with or assigned by any domain name registrar, domain name registry, or other domain name registration authority as part of an electronic address on the Internet (or successor technology).

“Effective Time” has the meaning given that term in Section 5.01.

“Employee Plans” means any employee pension benefit plan (as defined in Section 3(2) of ERISA), employee welfare benefit plan (as defined in Section 3(1) of ERISA) and any other plan, arrangement, agreement or policy relating to employment, bonus, deferred compensation, pension, retirement, profit sharing, 401(k), stock option, stock purchase, employee stock ownership, stock appreciation rights, savings, consulting, severance, termination, collective bargaining, group insurance or fringe benefit and any other employee benefit, incentive and welfare plan, policy, contract, agreement and arrangement, written or oral, formal or informal, and any trust agreement related thereto, which is maintained, sponsored or contributed to by Seller or which is currently in effect or under which future benefits may be paid and relating to any present or former director, officer or employee of Seller.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

“Excluded Assets” has the meaning given that term in Section 2.02.

“Excluded Receivables” has the meaning given to that term in Section 2.02(a)

“Financial Statements” means: (i) the compiled balance sheets and income statements of Seller as of December 31, 2018, 2017 and 2016 and for the respective years then ended and (ii) the unaudited interim balance sheet and income statement of Seller as of the Balance Sheet Date.

“Fraud” means an actual, knowing and intentional fraud made by or on behalf of Seller with a specific intent to deceive.

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

“Governmental Entity” means any government or any agency, bureau, board, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, provincial, state or local, domestic or foreign.

“Indebtedness” means, with respect to any Person, without duplication: (i) all obligations of such Person for borrowed money, or with respect to unearned advances of any kind to such Person, (ii) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (iii) all capitalized lease obligations of such Person, (iv) all guarantees and arrangements having the economic effect of a guarantee of such Person of any Indebtedness of any other Person, and (v) all obligations or undertakings of such Person to maintain or cause to be maintained the financial position of others or to purchase the obligations of others.

“Indemnified Party” has the meaning given that term in Section 8.03.

“Indemnifying Party” has the meaning given that term in Section 8.03.

“Intellectual Property” means all intellectual or industrial property rights or other similar proprietary rights in any jurisdiction owned or held for use under license, including such rights in and to: (a) Trademarks; (b) Patents; (c) invention disclosures, discoveries and improvements, whether or not patentable; (d) Trade Secrets; (e) Copyrights; (f) rights to limit the use of disclosure of confidential information by any Person; (g) Domain Names; (h) rights in Software; (i) registrations of, and applications to register, any of the foregoing with any Governmental Entity and any renewals or extensions thereof; and (k) the goodwill associated with each of the foregoing.

“Knowledge of Seller” or “Seller’s Knowledge” means the knowledge of Wilbur Glenn Robbins, Jr. and Amanda Jones, after due inquiry of Seller’s employees or officers with responsibility for the matter.

“Law” means any federal, state, local or foreign law, statute, ordinance, rule, regulation, order, judgment, injunction or decree, administrative order or decree, administrative or judicial decision, and any other executive or legislative proclamation.

“Leased Personal Property” has the meaning given that term in Section 3.08(b).

“Liability” or “Liabilities” means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

“Lien” means any charge, easement, encumbrance, mortgage, security interest, covenant, lien or pledge, whether imposed by agreement, law or otherwise.

“Licensed Intellectual Property” has the meaning given that term in Section 3.14(b).

“Listed Contracts” has the meaning given that term in Section 3.15.

“Material Adverse Effect” means an event or development that materially and adversely affects the financial condition, results of operations, business, properties or prospects of the Business or the Purchased Assets.

“Off-the-Shelf Software” means off-the-shelf personal computer software, as such term is commonly understood, that is commercially available under non-discriminatory pricing and that has been acquired by Seller on a retail basis for a licensing fee of less than \$500 per seat or per user per year.

“Owned Intellectual Property” has the meaning given that term in Section 2.01(e).

“Patents” means all inventions of the Business (whether patentable or unpatentable and whether or not reduced to practice), and all U.S., Canadian and foreign patents and industrial designs, including any continuations, divisionals, continuations-in-part, renewals, reissues and applications for any of the foregoing, and rights to sue for past infringement thereof.

“Permits” means any license, permit, approval or authorization of a Governmental Entity which relates to, or is necessary to, the conduct of the Business or any other activities of Seller.

“Permitted Liens” means statutory liens for taxes, assessments, charges, levies or other claims that are not yet due and payable.

“Person” means any individual, partnership, limited partnership, corporation, business trust, joint stock company, limited liability company, trust, unincorporated association, joint venture or other entity of whatever nature or any Governmental Entity.

“Post-Closing Tax Period” means any taxable period beginning after the Effective Time and, with respect to any taxable period beginning before and ending after the Effective Time, the portion of such taxable period beginning after the Effective Time.

“Pre-Closing Tax Period” means any taxable period ending at or before the Effective Time and, with respect to any taxable period beginning before and ending after the Effective Time, the portion of such taxable period ending at the Effective Time.

“Proceeding” means any claim, suit, arbitration, opposition, interference, cancellation or other adversarial proceeding.

“Purchase Price” has the meaning given that term in Section 2.05.

“Purchased Assets” has the meaning given that term in Section 2.01.

"Purchased Customer Deposits" has the meaning set forth in Section 2.01(i).

"Purchased Equipment" has the meaning set forth in Section 2.01(a).

"Purchased Intellectual Property" has the meaning given that term in Section 2.01(e).

"Purchased Inventory" has the meaning set forth in Section 2.01(c).

"Purchased Prepaid Assets" has the meaning given that term in Section 2.01(j).

"Purchased Receivables" has the meaning given that term in Section 2.01(b).

"Purchased Software" has the meaning given that term in Section 2.01(d).

"Purchaser" has the meaning set forth in the preamble to this Agreement.

"Purchaser Ancillary Documents" has the meaning given that term in Section 4.01.

"Purchaser Group" has the meaning given that term in Section 8.02(a).

"Purchaser Specified Consents" means the consents identified in Schedule 1.01.

"Real Property" has the meaning given that term in Section 3.09(a).

"Seller" has the meaning set forth in the preamble to this Agreement.

"Seller Ancillary Documents" has the meaning given that term in Section 3.01.

"Seller's Facility" means Seller's offices and warehouse facility located at 5640 Departure Dr., Raleigh, North Carolina 27616.

"Significant Customer" has the meaning given that term in Section 3.18(b).

"Software" means all computer programs (whether in source code or object code form), databases, compilations and data, technology supporting and content contained on any owned or operated Internet or intranet site, and all documentation, including user manuals and training materials, related to any of the foregoing.

"Subsidiary" means any limited liability company, corporation, partnership, association, joint venture or other entity of which any Person (either alone or through or together with any other person pursuant to any agreement, arrangement, contract or other commitment) owns, directly or indirectly, 50% or more of the capital stock or other equity interests, the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such entity.

"Tax Return" means all returns, reports and similar statements (including elections, declarations, disclosures, schedules, estimates and information returns) required to be supplied to any Governmental Entity relating to Taxes.

“Taxes” means any taxes, charges, fees or other assessments, including all Federal, state, local, foreign and other income, gross receipts, franchise, capital stock, withholding, payroll, social security, unemployment, disability, real property, personal property, sales, use, ad valorem, excise, transfer, profits, license, customs, estimated, severance, stamp, occupation and any other taxes, including any interest, penalties or additions on or to the foregoing.

“Territory” means everywhere in the United States, Canada and other countries in which the Business has operated since its formation and/or products have been sold or delivered by Seller.

“Threshold” has the meaning set forth in Section 8.04.

“Trademarks” means all trademarks, service marks, trade names, designs, logos, emblems, signs or insignia, slogans, other similar designations of source or origin and general intangibles of like nature, together with the goodwill symbolized by any of the foregoing, registrations and applications and renewals relating to any of the foregoing, and rights to sue for past infringement thereof.

“Trade Secrets” means all confidential information, financing and marketing information, technology, know-how, inventions, proprietary processes, formulae, algorithms, models and methodologies, and rights to sue for past infringement thereof.

“Transfer Taxes” has the meaning given that term in Section 7.03(d).

“Transferred Employee” has the meaning given that term in Section 6.01.

ARTICLE 2

PURCHASE AND SALE OF THE PURCHASED ASSETS

2.01 Purchase and Sale of the Purchased Assets. Subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, all of the assets and properties (of every kind, nature, character and description, whether personal or mixed and whether tangible or intangible) owned by Seller and used in the Business (collectively, excluding the Excluded Assets, the “Purchased Assets”), free and clear of all Liens (other than Permitted Liens), including, without limitation, the following:

(a) all of the equipment, computers, telecommunications devices, accessories, spare parts, furniture, furnishings, materials handling equipment, shelving, and other similar assets owned by Seller or used in the Business and not leased from a third party (including, without limitation, all of those assets listed on Schedule 2.01(a)) (collectively, the “Purchased Equipment”), together with all operating, repair and parts manuals with respect to the Purchased Equipment and, to the extent assignable, all rights of Seller under manufacturer or vendor warranties, service agreements and the like with respect to the Purchased Equipment;

(b) all accounts receivable, notes receivable and other receivables of the Business arising after the Effective Time (the “Purchased Receivables”);

(c) all of Seller's inventory of goods held for sale or to be furnished under Contracts, and training manuals for Sellers products, advertising materials and promotional materials existing as of the Closing Date, in each case, wherever located, all of which is listed on Schedule 2.01(c) (collectively, the "Purchased Inventory");

(d) the Software listed on Schedule 2.01(d) (collectively, the "Purchased Software");

(e) all of Seller's rights with respect to all Intellectual Property owned by Seller and used in the Business (including, without limitation: (i) the registered Intellectual Property listed on Schedule 2.01(e), and applications therefore, and (ii) all of the Seller's Trade Secrets ; all of Seller's rights in the name "Acroprint" and "ATR Fulfillment" and all derivations thereof; all of Seller's rights in all Domain Names and other rights with respect to any website, websites or social media maintained by or for, or registered in the name of, Seller (all of which are listed on Schedule 2.01(e)) and all of Seller's rights in the content, information and databases contained thereon; and all other Intellectual Property of Seller that is owned by Seller and used in the Business and all associated goodwill (collectively, the "Owned Intellectual Property" and, with the Licensed Intellectual Property, the "Purchased Intellectual Property");

(f) all of Seller's rights in, under and to: (i) all open purchase orders with customers of the Business entered into in the ordinary course of Business and outstanding as of the Effective Time, and (ii) those other Contracts with customers listed on Schedule 2.01(f) (the "Assumed Customer Agreements");

(g) all of Seller's rights in, to and under the licenses of Intellectual Property listed on Schedule 2.01(g) (the "Assumed License Agreements");

(h) all of Seller's rights in, to and under those Other Contracts listed on Schedule 2.01(h) (collectively, the "Assumed Other Agreements");

(i) all advance payments received by Seller from customers of the Business for open purchase orders outstanding as of the Effective Time listed on Schedule 2.01(i) (the "Purchased Customer Deposits");

(j) all of Seller's prepaid expenses, credits, security deposits and utility deposits and other prepaid assets of the Business, if any, listed on Schedule 2.01(j) (collectively, the "Purchased Prepaid Assets");

(k) to the extent assignable, all of Seller's rights in, to and under all Permits maintained by or issued in the name of Seller with respect to the Business, all of which are listed on Schedule 2.01(k);

(l) all of Seller's lists of customers and other customer information and files (in each case, whether in paper or electronic form), together with all order, service and invoice files (all of the foregoing are referred to collectively as the "Customer Information") and all rights of Seller (whether pursuant to contract, law or otherwise) to prevent the use or disclosure of the Customer Information or any portion thereof by any third party which may have had access to the Customer Information;

(m) copies of all of Seller's financial and other records and databases in connection with the Business including, without limitation, Seller's marketing information and documents; product formulations, information and data; manufacturing records and production data; personnel records with respect to the Transferred Employees; reports and plans; documentation with respect to the other Purchased Assets and all other information and records used by Seller in the operation of the Business;

(n) all rights or causes of action arising out of occurrences before or after the Closing Date, including third party warranties and guarantees and all related claims, credits, rights of recovery and set-off as to third parties which are held by or in favor of Seller;

(o) all of the products of the Business, including without limitation those products listed on Schedule 2.01(o); and

(p) all goodwill of the Business (other than goodwill associated with Excluded Assets).

2.02 Excluded Assets. Notwithstanding anything to the contrary contained in this Agreement, the "Purchased Assets" shall not include any of the following assets (all of which shall be retained by Seller and hereinafter are referred to as the "Excluded Assets");

(a) all accounts receivable, notes receivable and other receivables of the Business arising prior to the Effective Time (the "Excluded Receivables");

(b) Seller's cash, cash equivalents, bank accounts and certificates of deposit;

(c) Seller's Tax Returns, minute books and stock records;

(d) Seller's insurance policies;

(e) all Employee Plans and all trusts, trust assets, trust accounts, reserves, insurance policies and other assets held in connection therewith (and all records required to administer the benefits under such Employee Plans);

(f) any Contracts, other than the Assumed Customer Agreements, the Assumed License Agreements and the Assumed Other Agreements;

(g) all Tax assets (including duty and Tax refunds and prepayments) of Seller or any of its Affiliates to the extent relating to Pre-Closing Tax Periods; provided, however, that any Tax assets of Seller or any of its Affiliates relating to Post-Closing Tax Periods shall be Excluded Assets to the extent such Tax assets are not attributable to or do not relate to the Purchased Assets;

(h) the other excluded assets, if any, listed on Schedule 2.02(h); and

(i) the rights of Seller under this Agreement.

Schedule 2.01

Purchased Assets

(a)

1. See Attachment 2.01(a) to the Schedules.
2. Sit Down Forklift.
3. OptiPlex 3060 Computer Server.
4. Seller's ERP system, Made2Manage, and that certain Software License Agreement, dated as of September 6, 2011, between Made2Manage Systems, Inc. and Acroprint Time Recorder Co., provided that Seller will retain a license to utilize Made2Manage for a period of twelve (12) months following the Closing.

(c)

1. See Attachment 2.01(c) to the Schedules.

(d)

1. Microsoft Office and Outlook 365 Software.
2. Solidworks Software.
3. Adobe Suite Software.
4. SalesLogix (CRM) Software.

(e)

Trademarks

1. ACROPRINT (Typed Drawing), Reg. No. 2860347 (US).
2. ACROPRINT, Reg. No. 1251109 (US).
3. ACROPRINT, Reg. No. 640022 (Mexico).
4. ACROPRINT, Reg. No. 741610 (Australia).
5. ACROPRINT, Reg. No. TMA535,822 (Canada).
6. ACROPRINT, Reg. No. 49698 (Peru).
7. BIG-BAR, Reg. No. 2560347 (US).
8. PENDULUM, Reg. No. 2798074 (US).
9. The Color Green, Reg. No. 2622854 (US).
10. timeQplus, Reg. No. 4294870 (US).
11. FACE VERIFY, Reg. No. 4296668 (US).
12. ACROPRINT BIOTOUCH, Reg. No. 4585984 (US).
13. ACROPRINT PROPUNCH, Reg. No. 5840308 (US).

Domain Names

1. acroprint.biz
2. acroprint.com
3. acroprint.info
4. acroprint.net

EXECUTION

5. acroprint.org
6. acroprintdealers.com
7. acroprintstore.com
8. atrfulfillment.com
9. attendancerx.com
10. propunchlicensing.com
11. propunchsecure.com
12. propunchtime.com
13. timeforbusinessblog.com
14. timeqplus.com

(f)

1. Allowance Agreement #27123235, dated as of January 1, 2019, between Acroprint Time Recorder Co. and Amazon.com Services, Inc.
2. Freight Allowance Agreement #26985655, dated as of January 1, 2019, between Acroprint Time Recorder Co. and Amazon.com Services, Inc.
3. MDF/COOP Agreement #27160760, dated as of January 1, 2019, between Acroprint Time Recorder Co. and Amazon.com Services, Inc.
4. Vendor Terms and Conditions, dated as of January 1, 2019, between Acroprint Time Recorder Co. and Amazon.com Services, Inc.
5. Allowance Program, dated as of July 17, 2018, between Essendant Management Services LLC and Acroprint Time Recorder Co.
6. Master Terms and Conditions Agreement, between Acroprint Time Recorder Co. and Essendant Management Services LLC.
7. Contract – IS, dated as of January 14, 2019, between Acroprint Time Recorder Co. and ISG.
8. Marketing Agreement, dated as of January 1, 2018, between TriMega and Acroprint Time Recorder Co.
9. Primary Supplier Agreement, dated as of January 23, 2009, between Acroprint Time Recorder Co. and McMaster-Carr Supply Company.
10. Fulfillment Services Agreement, dated as of September 9, 2016, between Acroprint Time Recorder Co. and LobbyGuard, LLC.
11. Vendor Purchasing Profile (BSD/Catalog), dated as of July 21, 2008, between Office Depot, Inc. and Acroprint Time Recorder Co.
12. Vendor Purchasing Profile (Virtual WH), dated as of July 21, 2008, between Office Depot, Inc. and Acroprint Time Recorder Co.
13. Vendor Program Agreement, dated as of January 1, 2019, between Staples, Inc. and Acroprint Time Recorder Co.
14. Vendor Program Agreement, dated as of May 22, 2019, between Staples Canada ULC and Acroprint Time Recorder Co.
15. Program Proposal, dated as of August 3, 2018, between Acroprint Time Recorder Co. and W.B. Mason Co., Inc.

EXECUTION

16. Fulfillment Services Agreement, dated as of October 15, 2017, between Acroprint Time Recorder Co. and Zapco International Limited.
17. Buying Group Program Agreement, dated as of January 9, 2020, between Independent Suppliers Group and Acroprint Time Recorder Co.
18. 2020 Vendor Profile Agreement, between Office Partners and Acroprint Time Recorder Co.

(g)

1. Microsoft Open License Agreement, dated as of January 15, 2019, between ASAP Software and Acroprint Time Recorder Co.
2. SolidWorks Corporation License and Subscription Services Agreement, between SolidWorks Corporation and Acroprint Time Recorder Co.

(h)

1. Contract Services Agreement, dated as of April 19, 2005, between SC IPDEVEL SRL and Acroprint Time Recorder Co., as amended by that certain Addendum to Contract Services Agreement, dated as of June 17, 2014.
2. Exclusive Manufacturing, Supply and Distribution Agreement, dated as of June 28, 2007, between Acroprint Time Recorder Co. and American NIBO Office Bay Corporation.
3. Exclusive Manufacturing, Supply and Distribution Agreement, dated as of December, 2011, between Acroprint Time Recorder Co. and Union Business Machines Co. Ltd.
4. Manufacturing, Supply and Distribution Agreement, between Acroprint Time Recorder Co. and ZK Software.
5. Services Agreement, dated as of February 24, 2009, between ZK Software Inc. and Acroprint Time Recorder Co.
6. Sales Representative Agreement, dated as of March 1, 2019, between Acroprint Time Recorder Co. and Highlands Properties Holdings, Inc.
7. Manufacturer's Representative Agreement, dated as of January 1, 2018, between Acroprint Time Recorder Co. and Orca Pacific Manufacturer's Representatives LLC.
8. The prepaid vendor contracts listed in Attachment 2.01(j) to the Schedules.
9. See Attachment 2.01(h) to the Schedules, provided that Seller will retain the costs of air shipment (\$5,783.10) with respect to the following purchase orders:

America Nibo Office Bay Corporation	039569	01-0182-000	INV	1/27/2020	264	0	72.5	1	0	264	\$19,140.00
America Nibo Office Bay Corporation	039569	01-0209-000	INV	1/27/2020	24	0	79.86	2	0	24	\$1,916.64

(i)

1. None.

(j)

2. See Attachment 2.01(j) to the Schedules.

(k)

1. None.

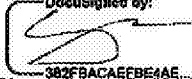
(o)

1. ARES
2. ARES OPTIONS
3. ATR FULFILL
4. ATR120
5. ATR480
6. BELLS/HORNS
7. BIOTOUCH
8. ES1000
9. ES700
10. ES900
11. FLEXTOUCH 1.0 & 2.0
12. FT217
13. HANDSCANNER
14. IMPORT PARTS
15. MODEL 125
16. MODEL 125BP
17. MODEL 150
18. PENDULUM
19. PROPUNCH
20. RACKS
21. RAW MATERIALS
22. RIBBONS
23. SERV LABOR
24. SOFT SUPPORT
25. STAMP OPTS
26. SW OPT-PENDU
27. TERMINAL ACCESSORIES
28. TIME STAMP
29. TIMECARDS
30. TIMEQPLUS
31. TQ+ OPTIONS
32. TQP SOFTWARE
33. WATCHMAN
34. WATCHMANOPT

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date first above written.

"Purchaser"

ACROPRINT TECH INC.

DocuSigned by:

By 382FBACAEBE4AE
Name: Chad Buckmaster
Title: CEO

"Seller"

ACROPRINT TIME RECORDER CO.

By _____
Name: Wilbur Glenn Robbins, Jr.
Title: President

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date first above written.

"Purchaser"

ACROPRINT TECH INC.

By _____

Name:

Title:

"Seller"

ACROPRINT TIME RECORDER CO.

By ^{DocuSigned by:} W. Glenn Robbins

Name: Wilbur Glenn Robbins, Jr.

Title: President