

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM778819

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brydge Technologies, LLC		10/14/2020	Limited Liability Company: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Accord Financial, Inc.		
<b>Street Address:</b>	25 Woods Lake Road		
<b>Internal Address:</b>	Suite 102		
<b>City:</b>	Greenville		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29607		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4202285	CLIQUE	
<b>Registration Number:</b>	4579686	GRAVITAS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5742771201		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	574-485-2003		
<b>Email:</b>	ipdocketing@kdlegal.com		
<b>Correspondent Name:</b>	Daniel Tychonievich		
<b>Address Line 1:</b>	4101 Edison Lakes Parkway		
<b>Address Line 2:</b>	Suite 100		
<b>Address Line 4:</b>	Mishawaka, INDIANA 46545		
<b>NAME OF SUBMITTER:</b>	Daniel Tychonievich		
<b>SIGNATURE:</b>	/Daniel Tychonievich/		
<b>DATE SIGNED:</b>	01/06/2023		
<b>Total Attachments: 17</b>			
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**MASTER PURCHASE AND SALE AGREEMENT**

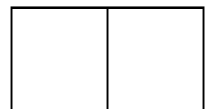
**THIS MASTER PURCHASE AND SALE AGREEMENT**, together with Addendum attached hereto and incorporated herein (the "Addendum" and collectively the "Agreement") is executed to be effective as of October 14, 2020 (the "Effective Date"), by and between **ACCORD FINANCIAL, INC.**, a Delaware corporation, located at 25 Woods Lake Rd., Suite 102, Greenville, South Carolina, 29607, (hereinafter referred to as "Purchaser") and **BRYDGE TECHNOLOGIES LLC**, a Utah limited liability company, with the principal office located at 1912 Sidewinder Drive, Suite 104, Park City, Utah 84060 (hereinafter referred to as "Seller"). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the **Uniform Commercial Code of South Carolina as in effect from time to time (the "UCC")**. For the consideration hereinafter set forth, Seller and Purchaser agree to the following terms and conditions:

1. **Purchase and Sale of Accounts Receivable.** Subject to the terms and conditions contained herein, Seller hereby agrees to sell, transfer, convey, assign and deliver to Purchaser as absolute owner thereof, and Purchaser hereby agrees to purchase and receive from Seller, all of Seller's right, title and interest in and to Accounts arising from the sale of goods, the furnishing of materials or the rendering of labor or services by Seller in Seller's ordinary course of business. "Account" shall have the meaning as defined in the UCC, and include accounts receivable created as a result of the sale of goods and/or services furnished pursuant to and in compliance with a contract between Seller and its customers. In addition to the Accounts purchased, Seller shall be deemed to have sold and assigned all incidental rights with respect thereto.

2. **Sale Procedure.** Upon Seller's submission of each Account to Purchaser for purchase, Seller shall execute for each such Account an invoice import in a form acceptable to Purchaser, which identifies and describes each Account being offered for purchase and the total face amount of such Account. Seller shall submit each invoice evidencing an Account to an Account Debtor in compliance with all terms and conditions for the submission of invoices by Seller to such Account Debtor, including compliance with all submissions to Account Debtor Portals (as hereinafter defined). When each Account is offered for sale to Purchaser, such Account shall be evidenced by supporting obligations and documentation, including, but not limited to, the contract referencing the sale of goods and/or services furnished and each modification or amendment thereto, purchase orders, delivery receipts and any such other documentation requested by Purchaser. The decision to Advance (as defined herein) upon the purchase of each Account shall rest within the sole and exclusive discretion of Purchaser. Accounts purchased and subject to a contra account shall not be eligible for an Advance unless Purchaser receives an estoppel letter in a form acceptable to Purchaser in its sole discretion. Upon the purchase by Purchaser of each Account, Seller shall not vary or seek to modify the terms of the Account or payment thereof.

3. **Purchase Price and Payment; Reserve; Remittance by Account Debtors.**

3.1 **Purchase Price and Payment.** In Purchaser's sole discretion, it may advance the purchase price for Accounts purchased up to eighty-five percent (85%) (the "Advance") of the face amount of the Accounts. All Advances shall be subject to any reserve that Purchaser, in its sole discretion, may elect to maintain (the "Reserve"). Reserves may be released upon the request of the Seller or when the Purchaser's next purchase of Accounts from Seller is funded; *provided, however* that Purchaser may increase or decrease the amount of such Reserve at any time and from time to time as it deems it

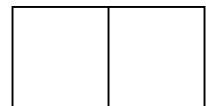


necessary in order to protect its interests, including but not limited to contingencies, disputes or potential breach of warranties that may exist or which Purchaser may reasonably anticipate might arise in the future. Payments received will be credited to specific invoices when credit is given by Purchaser's bank, not to exceed three (3) banking days, and any excess beyond Advances, Purchaser's fees (including but not limited to the Discount Fee, as defined in the Addendum) and expenses and Reserves will be promptly remitted to Seller. It is the intention of the parties hereto that the sale of Accounts contemplated hereby shall constitute a true and actual sale of the Accounts from Seller to Purchaser.

3.2 **Remittance by Account Debtors.** Seller acknowledges and agrees that Purchaser shall have dominion over all proceeds of Accounts pursuant to a Blocked Account Control Agreement dated on or about the Effective Date (the "BACA" by among Seller, Purchaser and Silicon Valley Bank as to the deposit account set forth therein (the "Remittance Account"). Purchaser shall have the right to send each Account Debtor a notice of assignment in form and substance acceptable to Purchaser in its sole discretion (a "Notice of Assignment"), which will include the remittance address for the Remittance Account as set forth in the BACA (the "Remittance Address"). Upon the occurrence of an Event of Default, the Remittance Address may be changed by the Purchaser and Purchaser may notify Account Debtors of the same. At the sole discretion of Purchaser, Purchaser may require an acknowledgment and acceptance of the Remittance Address or the Notice of Assignment by an Account Debtor and if so requested by Purchaser, the failure, for whatever reason, of Purchaser to receive such Account Debtor's acknowledgment and acceptance may result in an Account being deemed ineligible for an Advance. Seller acknowledges and agrees that all payments from Account Debtors shall be sent to the Remittance Account at the Remittance Address and Seller will not provide Account Debtors any alternative payment information other than the Remittance Address. Seller shall provide Purchaser with electronic access to the Remittance Account, and all information necessary for such access to the Remittance Account information.

4. **Grant of Security Interest in Collateral.**

4.1 In order to secure the payment of all indebtedness and obligations of Seller to Purchaser, whether presently existing or hereafter arising, Seller hereby grants to Purchaser a security interest in and lien upon all of Seller's right, title and interest in all assets, whether now existing or hereafter arising, including but not limited to the following: (A) a first priority security interest in and lien upon (i) any and all Reserves and all payments due or to become due to Seller from the Reserves as well as all monies on deposit, holdbacks and credits, (ii) all Accounts; (iii) Goods, the sale of which gave rise to any Account, (iv) Inventory, (v) Equipment, (vi) Documents, Chattel Paper, Instruments, Fixtures and Investment Property, (vii) Supporting Obligations, (viii) Deposit Accounts; (ix) Letter-of-Credit Rights, (x) to the extent not otherwise included herein, intellectual property, letters of credit, machinery and money, (xi) any Commercial Tort Claim that Seller may come to have and that is subsequently specifically referenced by written amendment, (xii) all books and records pertaining to all of the foregoing, including but not limited to software and other computer programs, data and customer lists; (xiii) returned merchandise and all property of Seller at any time coming into Purchaser's possession; (xiv) all lien rights associated with the Accounts, whether arising by operation of law or pursuant to contract or agreement and all Proceeds of each of the foregoing (collectively the "First Priority Collateral"); and (B) a second priority security interest in and lien upon General Intangibles, including but not limited to all intellectual property patents, tradenames and trademarks and the Proceeds thereof (collectively the "General



Intangibles”), which may be subordinated to Decathlon Alpha III, L.P. The First Priority Collateral and the General Intangibles shall be collectively referred to herein as the “Collateral”).

4.2 Seller agrees to comply with all appropriate laws in order to perfect Purchaser’s security interest in and to the Collateral, including executing any financing statements, continuations thereof, amendments thereto or additional documents as Purchaser may require, and hereby authorizes the filing or recording of the same, as applicable.

4.3 The security interests and liens granted herein shall remain in full force and effect until all the Accounts purchased hereunder are paid in full and all obligations owed Purchaser are satisfied. The rights assigned do not constitute any obligation being assumed by Purchaser. Seller agrees to execute and deliver, without delay, any document or to take any action requested by Purchaser to protect Purchaser’s interest in the purchased Accounts or to perfect the assignment thereof. Seller hereby agrees that until all Accounts shall be paid in full to Purchaser, Seller shall not permit any liens on any of the Collateral, except those in favor of Purchaser and the Permitted Encumbrances, nor will Seller sell or transfer any of the Collateral to any third party.

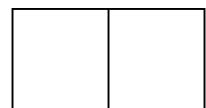
5. **Seller’s Representations.** As an inducement for Purchaser to purchase Accounts from Seller, Seller hereby represents, warrants and covenants to Purchaser that, and furthermore, acknowledges that, each such representation, warranty and covenant shall be made at any and every time any Account is offered to Purchaser for sale that:

a. Seller is a legal entity and is duly organized and existing under the laws of Utah. Seller is duly qualified, properly licensed, and in good standing in its state of formation and, to the extent the failure so to do would not have a material adverse effect (in Purchaser’s sole discretion) on Seller, in every other state in which it is doing business, and the execution, delivery and performance of this Agreement are within its company powers and have been duly authorized as evidenced by the Company Resolution provided to Purchaser, and are not in contravention of any material law or the powers of its charter, limited liability company operating agreement, articles of organization, or other formation papers, or of any contract to which Seller is a party or by which it is bound.

b. If Seller is operating under a trade or assumed name, said name has been filed with the proper authorities and each name has been provided, in writing, to Purchaser.

c. Seller has good, clear and undisputed exclusive title to the Accounts offered for sale to Purchaser hereunder, and such sale will vest absolute ownership to such Accounts in Purchaser, free and clear of any lien, encumbrances, claims or security interest of any kind or nature.

d. Each Account sold and assigned to Purchaser shall be an Account based upon a bona fide sale and the delivery and acceptance of merchandise or performance of services by Seller to the Account Debtor thereon and shall be an unconditional, valid and enforceable obligation of the Account Debtor, with no claim, offset, allowance, discount (except for agreed credits in relation to marketing or other activities disclosed in writing to Accord prior to the Purchase of such Account by Accord), deduction, dispute, contingency or counterclaim, which could reduce the amount of such Account, affect the validity thereof, or hinder Purchaser’s ability to collect or receive payment of the full face amount of said Account.



e. All information furnished by Seller to Purchaser, including, but not limited to, past histories of the payment of Account Debtors, and any and all information given to Purchaser in connection with the Accounts, is, when taken as a whole, true, complete and accurate in all material respects, and contains no material omissions, misstatements or misrepresentations.

f. Seller is the sole and absolute owner of the Collateral and has good right and authority to grant a security interest to Purchaser in such Collateral and there is no presently outstanding adverse lien, security interest or encumbrance in or on the Collateral or proceeds other than liens for taxes not yet due and payable and the "Permitted Encumbrances" set forth in Exhibit A hereto, and, as of the date hereof, there is no financing statement covering the Collateral or proceeds on file in any public office except in favor of the Purchaser and as shown on the exhibit attached hereto, if any.

g. All financial records (including, but not limited to, balance sheets, income statements, federal income tax returns, and accounts receivable aging, listings or reports) which may have been or may hereafter be furnished to Purchaser by Seller to induce Purchaser to enter into this Agreement or to purchase Accounts, shall fairly and accurately represent the financial conditions and operating results of Seller, in all material respects, as of the dates or for the periods stated thereon. Such financial records shall be accurate and correct in all material respects and complete insofar as necessary to give Purchaser a true and accurate knowledge of the subject matter.

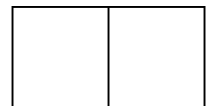
h. All Accounts sold by Seller to Purchaser shall be properly reflected on the books of Seller.

i. Seller shall not change the Remittance Address.

j. If Seller should change the location of any office, Seller shall notify Purchaser promptly in writing of such change, and in any event within fifteen (15) days prior to moving to a new location.

6. **Recourse To Seller.** Under the circumstances set forth herein, Purchaser may, in its sole discretion, require Seller to take any or all of the actions provided for below. The provisions of this section are cumulative to and may be exercised concurrently with any other rights, powers or remedies of Purchaser.

a. In the event an Account purchased by Purchaser is not paid in full by the Account Debtor for any reason (or for no reason), when due and in accordance with its terms, or in the event an Account Debtor objects to the quality of property sold or services performed by Seller, or rejects or fails or refuses to accept or receive any property or services represented by any Account purchased by Purchaser, or if any such property is rerouted or reconsigned, Purchaser may require the Seller to promptly repurchase such Account from Purchaser (i) by payment to Purchaser of the amount represented by Purchaser to be owing on such Account or (ii) by providing Purchaser with another Account acceptable to Purchaser in Purchaser's sole discretion with a face value equal to or exceeding the face value of the unpaid Account (the "**Replacement Account**") in substitution therefor or (iii) by Purchaser charging Seller's Reserve. The method of repayment or replacement shall be determined by Purchaser in its sole discretion. If Seller repurchases any Account or provides Purchaser with an acceptable Replacement Account, under this Section 6, Purchaser shall transfer all of its right, title and interest in such unpaid Account to Seller.



b. In the event an Account Debtor suspends business, requests a general extension of time within which to pay debts or makes an assignment for the benefit of creditors, or if a petition in bankruptcy for liquidation or reorganization under the United States Bankruptcy Code, or a similar petition under state law, is filed **by or with respect to an Account Debtor, a creditor's committee is appointed with respect to an Account Debtor**, or if an event occurs amounting to a general business failure of an Account Debtor, Purchaser may require that Seller promptly repurchase from Purchaser all Accounts on which such Account Debtor is obligated (i) by payment to Purchaser of the amount owing on such Accounts or (ii) by providing Purchaser with Replacement Accounts in substitution therefor or (iii) by Purchaser **charging Seller's Reserve**.

c. Without limiting the generality of subsection (a) above, in the event any Account purchased by Purchaser has not been paid in full to Purchaser **for any reason (or no reason) (the "Aged Account") within ninety (90) days from the date of the invoice (the "Maximum Discount Period")**, Purchaser may require that Seller promptly repurchase such Aged Account from Purchaser (i) by payment to Purchaser of the amount owing on such Aged Account, or (ii) by providing Purchaser with a Replacement Account in substitution therefor or (iii) by Purchaser **charging Seller's Reserve**.

d. Without limiting the generality of any other provision of this Section, in the event that Purchaser in its sole discretion determines that any Account is or has become uncollectable (an **"Uncollectable Account"**), Purchaser may require that Seller promptly repurchase such Uncollectable Account from Purchaser (i) by payment to Purchaser of the amount owing on such Uncollectable Account, or (ii) by providing Purchaser with a Replacement Account in substitution therefor or (iii) by Purchaser **charging Seller's Reserve**.

7. **Power of Attorney**. In order to carry out the intention of the parties hereto, Seller hereby irrevocably appoints Purchaser, or any person designated by Purchaser, as its attorney in fact, which agency is coupled with an interest and which appointment shall be irrevocable until all obligations Seller owes Purchaser are satisfied, with the express authority to (i) sign and endorse on behalf of Seller all checks, drafts and other forms of payment received by Purchaser, waiving any notice of presentment and dishonor, whether or not said checks represent payment on purchased Accounts, (ii) receive, open and **dispose of Seller's mail received at Purchaser's address**, (iii) **strike out Seller's address on any billing or statement sent to an Account Debtor and substitute Purchaser's address**, (iv) **in Seller's name demand, sue for, collect and give releases for any and all monies due on or to become due on purchased Accounts**, (v) compromise, prosecute, or defend any and all things necessary and proper to carry out this Agreement, specifically including, but not limited to, executing any documents necessary to perfect or continue the perfection of the security interest granted herein.

8. **Payments Received by Seller**. Should Seller receive payment of all or any portion of an Account sold pursuant to this Agreement, Seller shall immediately notify Purchaser of the receipt of the payment, hold said payment in trust for Purchaser **separate and apart from Seller's own property and funds**, and shall deliver said payment to Purchaser without delay in the identical form in which received. Should Seller receive a check or other instrument of payment representing payment of amounts due to both Purchaser and Seller, Seller shall surrender said check or payment instrument to Purchaser. Should Seller receive a check or other instrument of payment representing payment of amounts due Purchaser and fail to surrender to Purchaser said check or payment instrument within five (5) business days, Seller shall be deemed to have committed a material default in this Agreement, *provided, however*, that deposit



of such check of payment instrument into the BACA or a deposit account under the control of Purchaser pursuant to a deposit account control agreement shall not be deemed a breach of this provision. In addition to all other damages to which Purchaser shall be entitled, Purchaser shall be entitled, in the event Seller violates its obligations under this paragraph, to charge Seller a misdirected payment fee equal to ten (10%) percent of the amount of the payment instrument or One Thousand Dollars (\$1,000.00) whichever is greater, to compensate Purchaser for the additional administrative expenses that are likely to be incurred as a result of a breach. In the event any merchandise, the sale of which gave rise to an Account purchased by Purchaser, is returned to or repossessed by Seller, such merchandise shall be held by Seller in trust for Purchaser, **separate and apart from Seller's own property and subject to Purchaser's sole direction and control.**

9. **Default.** (A) The term "Event of Default" as used in this Agreement shall mean the occurrence of any of the following events:

(i) The failure of Seller to punctually and properly observe, keep or perform any covenant, agreement or condition herein required to be observed, kept or performed.

(ii) A representation or warranty made by Seller in this Agreement shall prove to be untrue or incorrect in any material respect or any financial statement or other statement purporting to represent the financial condition of Seller proves to be false or incorrect in any material respect.

(iii) The failure of Seller to, within five (5) business days, deliver to Purchaser a remittance received by Seller in payment of an Account.

(iv) The failure of Seller to pay any indebtedness owed by Seller to Purchaser whether or not said indebtedness arises hereunder or under some other agreement or contract by and between Seller and Purchaser, within five (5) business days of the date due.

(v) The appointment of a receiver or trustee for Seller.

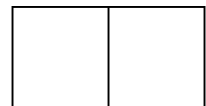
(vi) Seller becomes insolvent, is unable to pay its debts as they mature or makes an assignment for the benefit of creditors.

(vii) Seller is adjudicated a debtor in bankruptcy or requests, either by way of petition or answer, that Seller be adjudicated a bankrupt or that Seller be allowed or granted any composition, reassignment, extension, reorganization or other relief under any bankruptcy law or any other law for the relief of debtors now or hereafter existing.

(viii) An involuntary petition in bankruptcy is filed by or against Seller.

(ix) A levy or notice of attachment, execution, tax lien or assessment or similar process is issued against Seller or the Collateral.

(x) The dissolution of Seller.





(xi) Until full payment and performance of all obligations of Seller under this Agreement, Seller fails to notify in writing to Purchaser fifteen (15) days in advance of any changes of Seller's legal name, trade name or a name under which Seller is doing business principal place of business, state of incorporation or a change in entity status.

(xii) The failure of Seller to meet the minimum funding standards of Section 302 of ERISA, all applicable requirements of ERISA and of the Internal Revenue Code of 1986, as amended, or the occurrence of any "Reportable Event" or "Prohibited Transaction" (as defined by ERISA) with respect to any such plan.

(xiii) The establishment by Seller of any banking or other mechanism for the payment of Accounts except as approved in advance by Purchaser and the pledge of such banking account to Purchaser as Collateral.

(xiv) In the sole discretion of Purchaser, a default by Seller under any indebtedness of Seller to any third party that is not cured within five (5) business days of such default.

(xv) The failure of Seller to comply with the terms of the Addendum.

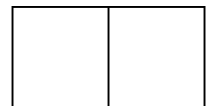
(xvi) Purchaser does not have access, for any reason, to any vendor management systems, Account Debtor Portal, Seller Portal or Vendor Portal.

(B) Purchaser agrees that, upon an Event of Default, Seller shall have seven (7) days to cure such Event of Default, *provided, however*, that such Event of Default does not impair the Collateral, the priority security interest of Purchaser in the Collateral, or the ability of Purchaser to exercise its rights and remedies as to Seller or the Collateral, all in the sole discretion of Purchaser.

10. **Remedies Upon Default.** Purchaser shall have the rights and remedies provided in this Agreement and in accordance with applicable law. The occurrence of any Event of Default, which is not remedied by Seller within the cure period specifically provided for herein, if any, shall entitle Purchaser to all of the default rights and remedies (without limiting the other rights and remedies exercisable by Purchaser either prior or subsequent to an Event of Default) as available to a secured party under the Uniform Commercial Code in effect in any applicable jurisdiction. Upon the occurrence of an Event of Default, which is not remedied by Seller within the cure period specifically provided for herein, if any, Purchaser may resort to any one or more of the following remedies, which employment of any particular remedy shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies or preclude Purchaser from exercising its rights and remedies absent an Event of Default:

a. Declare any indebtedness secured hereby immediately due and payable.

b. Exercise its rights as a secured party and enforce the security interest granted in the Collateral pursuant to applicable law, including, but not limited to, the right of Purchaser to establish contact with and instruct any and all of Seller's customers to remit payment due or to become due arising from the sale of merchandise or rendering of services directly to Purchaser at Purchaser's address, whether or not said payments relate to Accounts purchased by Purchaser hereunder. Furthermore, upon the occurrence of an Event of Default, Purchaser shall have the right to establish contact with and instruct



any other party from whom Seller may be entitled to receive monies now due or to become due in the future to remit said monies to Purchaser at Purchaser's address. In the event Purchaser deems it necessary to seek equitable relief, including, but not limited to, injunctive or receivership remedies, as a result of Seller's default, Seller waives any requirement that Purchaser post or otherwise obtain or procure any bond. Seller also waives any right to attorney's fees or costs in the event any equitable relief awarded is thereafter, for whatever reasons, vacated, dissolved or reversed.

c. Immediately terminate this Agreement as to future transactions, without affecting the rights and obligations of the parties occurring with respect to prior transactions.

d. Enter the premises of Seller and take possession of the Collateral and of records pertaining to the Accounts and the Collateral.

e. Grant extensions, compromise claims and settle Accounts for less than face value, all without prior notice to or authority of Seller, except as granted herein.

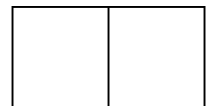
f. Exercise all other rights conferred by law or equity or under this Agreement and resort to any remedy existing at law or in equity for the collection of any indebtedness secured hereby and for the enforcement of the covenants and agreements contained herein.

11. **Administration of Facility.**

11.1 **Purchaser Portal.** Information regarding the transactions occurring hereunder will be maintained by Purchaser and may be available for review by Seller through the Purchaser's internet based online account detail (the "Purchaser Portal"). Seller acknowledges that the information Purchaser makes available to Seller, including but not limited to the information made available through the Purchaser Portal, constitutes and satisfies any duty to respond to a Request for an Accounting or Request regarding a Statement of Account pursuant to § 9-210 of the UCC. Seller acknowledges that information available on the Purchaser Portal is real time and subject to further adjustment by Purchaser pursuant to the terms herein. All of Purchaser's electronically maintained data, all hard-copy print-outs of such data, including all of Purchaser's books and records and all other data in relation thereto between Purchaser and Seller shall be admissible in evidence by Purchaser without objection by Sellers as evidence of the status of the Accounts and obligations due Purchaser. Seller acknowledges that no information on the Purchaser Portal shall modify the terms and conditions of this Agreement.

11.2 **Sellers Portals.** Purchaser shall have unrestricted read-only access to Seller's software and internet based accounting and administrative systems of Seller pertaining to the Collateral, including invoices and Accounts, including all proprietary software, at all times during the Term (the "Seller Portal"). Seller shall provide all login information, user names and passwords as required or requested by Purchaser for such access. In the event Purchaser cannot access the Seller Portal, Seller shall take immediate action to restore Purchaser's access.

11.3 **VMS Portals.** Purchaser shall have unrestricted access to the vendor management systems and/or portal of (i) each Account Debtor of Seller at all times during the Term (each an "Account Debtor Portal"); and (ii) each entity selling Inventory of Seller (each a "Vendor Portal"), including but not limited to Amazon and Exertis. Seller shall provide all login information, user names and passwords as



required or requested by Purchaser for such access. In the event Purchaser cannot access an Account Debtor Portal or a Vendor Portal, Seller shall take prompt action to restore Purchaser's access.

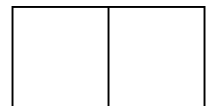
11.4 Third Party Communication. Seller hereby gives consent to and authorizes Purchaser to disclose to, release, receive and exchange information to, from and with any third party and to communicate without limitation with such parties as to any matters related to this Agreement, the Inventory Note, the OA Note or the Collateral.

12. Financial Statements. Seller agrees to keep proper books of record in accordance with generally accepted accounting principles and practices, which books shall at all reasonable times be open to inspection by Purchaser. In addition, Seller shall furnish Purchaser upon request any prior or current income statement, balance sheet, tax return and report, along with any other supplementary financial information requested. Purchaser shall have the right, at all times during normal business hours (with prior written notice only if an Event of Default has not occurred), to examine and make extracts from all books and records of Seller.

13. Reimbursable Expenses. In the course of performing its functions with respect to the investigation, approval, purchase and collection of Accounts purchased from or offered for sale by Seller, Purchaser may incur routine and/or extraordinary expenses, including, but not limited to, postage over and above first class mail postage, photocopies, wire transfers, overnight mail delivery, courier delivery, check certification, UCC search and filing fees, and other lien search fees, all of which shall be reimbursed to Purchaser by Seller upon demand or deducted from the proceeds payable on a purchased Account.

14. Account Debtor Claims. Seller shall notify Purchaser of the assertion of any material claim, including any defenses, dispute or offset by an Account Debtor with respect to an Account purchased by and assigned to Purchaser or the merchandise or service relating thereto within three (3) business days after receiving such information, and subject to Purchaser's approval Seller may at its own expense, settle all such claims. After and during the continuance of an Event of Default, Purchaser may, in its sole discretion, opt to settle any Account Debtor claim directly with the Account Debtor involved, at the Seller's expense, upon such terms as Purchaser may deem advisable at which time Seller shall cease any communications with the respective Account Debtor. In the event of any Account Debtor claim or breach by Seller of any representation hereunder as to an Account purchased by and assigned to Purchaser, Seller shall pay the unpaid balance of said Account in accordance with the provisions of paragraph 6 above. In the event Purchaser exercises its right to settle and compromise Account Debtor claims, Seller hereby specifically agrees to the terms, conditions and provisions of any and all settlements, compromises and other agreements, oral or written, entered into by Purchaser and Purchaser shall be deemed authorized to execute all releases, settlements or compromise agreements, and receive, for and in Seller's name, all money and property that Purchaser may receive in settlement, release or compromise of Account Debtor claims. The foregoing is discretionary upon the part of Purchaser and Seller shall have no right to demand or require Purchaser's exercise of the aforesaid rights. Notwithstanding delivery of such notice, Purchaser's failure to agree shall not otherwise adversely affect any right of Purchaser or Seller's waiver herein.

15. Attorney's Fees. In the event Purchaser retains counsel for the purpose of enforcing any rights inuring to Purchaser arising out of the relationship between Seller and Purchaser and this Agreement, Seller agrees to pay all reasonable attorney's fees, courts costs and expenses incurred by

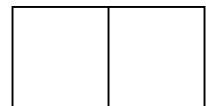


Purchaser or its counsel, including at all trial and/or appellate levels. Seller also acknowledges that Purchaser may charge and/or set off against Seller's Reserve all such fees and costs as they are incurred. Notwithstanding the existence of any law, statute, rule, or procedure in any jurisdiction which may provide Seller with a right to attorney's fees or costs, Seller hereby waives any and all rights to hereafter seek attorney's fees or costs thereunder and Seller agrees that Purchaser exclusively shall be entitled to indemnification and recovery of any and all attorney's fees or costs in respect to any litigation based hereon, arising out of, or related hereto, whether under, or in connection with, this and/or any agreement executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. Seller shall not be required to indemnify Purchaser pursuant to this section for any losses, damages, expenses or liabilities which result solely from Purchaser's gross negligence or willful misconduct. The provisions of this section shall survive the termination of this Agreement and the final repayment of Seller's obligations hereunder.

16. **Notice.** Except for routine day to day business communications related to the submission of Accounts for sale by Seller to Purchaser, any notice or communication required hereunder shall be in writing and given by personal delivery or delivery service or sent by registered or certified mail, postage prepaid to the addressee at the address shown on the first page hereof or at the most current address that the party has from time to time designated in writing, in each case with a copy sent by electronic mail at the e-mail address set forth below the signature lines hereof.

17. **Term.** This Agreement shall be effective from the date hereof and shall continue in full force and effect for a period of three (3) years and shall be deemed renewed for additional three (3) year periods (each a "Term") thereafter unless terminated by Seller by delivery of written notice of termination to Purchaser, by registered or certified mail, not less than ninety (90) days prior to the last day of the then current Term. Purchaser shall have the right to terminate this Agreement at any time without prior written or oral notice upon the occurrence of an Event of Default that is not remedied within the cure period specifically provided for herein, if any. Upon the effective date of termination, all of Seller's obligations, whether incurred under this Agreement or any other agreement, amendment or supplement thereto or otherwise, shall become immediately due and payable without notice or demand. Notwithstanding any termination, until all of Seller's obligations of every nature whatsoever shall have been fully paid and satisfied, Purchaser shall retain Purchaser's security interest in and title to all existing and future Accounts and other Collateral held by Purchaser hereunder. Until final termination following the notice thereof, Seller shall continue to offer all Accounts to Purchaser and Purchaser shall be under no obligation to make any further Advances or purchase any Account with respect thereto. In addition, any termination of this Agreement shall not serve to release any security interest granted herein until all Accounts purchased hereunder and all indebtedness of Seller to Purchaser have been paid in full, nor shall such termination affect any of the obligations incurred by the parties hereto.

18. **Indemnification.** Seller agrees to promptly and immediately upon demand indemnify, defend and save Purchaser harmless from and against any and all liability, claims, suits, demands, damages, judgments, costs, interest and expenses (including, but not limited to attorney's fees and costs) to which Purchaser may be subject or suffer by reason of any liability or claim arising or resulting from Seller's breach of this Agreement. Seller shall not be required to indemnify Purchaser pursuant to this section for any losses, damages, expenses or liabilities which result solely from Purchaser's gross



negligence or willful misconduct. The provisions of this section shall survive the termination of this Agreement and the final repayment of Seller's obligations hereunder.

19. **Binding on Future Parties.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns, provided, however, that Seller may not assign any of its rights or obligations under this Agreement, without the prior written consent of Purchaser.

20. **No Waiver.** Failure by Purchaser to exercise any of Purchaser's rights or remedies hereunder shall not be deemed to be a waiver by Purchaser of such or any other rights or remedies, nor in any manner impair the subsequent exercise of the same or any other rights or remedies, and any waiver by Purchaser of any default hereunder shall not constitute a waiver of any subsequent default.

21. **Severability.** Each and every provision, condition, covenant and representation contained in this Agreement is and shall be construed to be a separate and independent covenant and agreement. In the event any term or provision of this Agreement shall to any extent be declared illegal, contrary to law, invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and this Agreement shall continue in full force and effect as though such term or provision had not been incorporated herein.

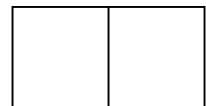
22. **Miscellaneous.**

a. This Agreement is deemed made and shall be governed, interpreted and construed in accordance with the laws of the State of South Carolina, without giving effect to the doctrines and laws relating to choice of law and conflicts of law.

b. Absent manifest error and subject to the next sentence of this Section 21.b., Purchaser's books and records shall be admissible in evidence without objection as conclusive evidence of the status of the Accounts between Purchaser and Seller. Each statement, report, or accounting rendered or issued by Purchaser to Seller shall be deemed conclusively accurate and binding on Seller unless within fifteen (15) days after the date of issuance Seller notifies Purchaser to the contrary by registered or certified mail, setting forth with specificity each reason why Seller believes such statement, report, or accounting or any portion thereof is inaccurate, what Seller believes to be correct amount(s) therefor, and supplies detailed, written support for its objection.

c. Seller may not assign this Agreement or any of Seller's rights hereunder to any person without Purchaser's prior written consent and this Agreement shall be deemed to be one of financial accommodation and not assumable by any debtor, trustee or debtor in possession in any bankruptcy proceeding without Purchaser's express written consent and may be suspended in the event a petition in bankruptcy is filed by or against Seller.

d. Each of the parties to this Agreement expressly submits and consents to the exclusive jurisdiction of the state and federal courts of the State of South Carolina or, at Purchaser's sole and exclusive discretion, the courts of the state in which Seller resides, and agrees that if suit be filed in South Carolina, venue shall lie exclusively in the County of Greenville, South Carolina with respect to any



controversy arising under, out of, or relating to, this Agreement, any amendment or supplement thereto or to any transactions in connection therewith whether asserted by way of claim, counterclaim, cross-claim or otherwise.

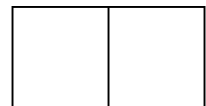
e. Seller acknowledges that there is no, and it will not seek or attempt to establish any, fiduciary relationship between Purchaser and Seller, and Seller waives any right to assert, now or in the future, the existence or creation of any fiduciary or joint venture relationship between Purchaser and Seller in any action or proceeding (whether by way of claim, counterclaim, cross-claim or otherwise) for damages.

f. No failure or delay by Purchaser in exercising any of Purchaser's powers or rights hereunder, or under any present or future supplement hereto or under any other agreement between Purchaser and Seller shall operate as a waiver thereof; nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. Purchaser's rights, remedies and benefits hereunder are cumulative and not exclusive of any rights, remedies or benefits which Purchaser may have. No waiver by Purchaser of any provision hereunder shall be deemed to extend to any other provision hereunder.

g. This Agreement is a complete and final agreement, reflects Seller's and Purchaser's mutual understanding, supersedes any prior agreement or understanding between the parties, and may not be modified or amended orally. The parties acknowledge that, but for the promises and representations expressly contained in this Agreement, no other promise or representation of any kind has been made to induce either to execute this Agreement. Furthermore, Seller and Purchaser acknowledge that if any such promise or representation has been made, neither has relied, nor shall either be entitled to rely, upon any such promise or representation in deciding to enter into this Agreement. For the avoidance of doubt, the Addendum to Master Purchase and Sale Agreement dated the same date of this Agreement between the Seller and Purchaser is part of this Agreement and in the event of an inconsistency between the terms of such Addendum and this Agreement, the terms of such Addendum shall prevail.

h. In the event Seller forms a new subsidiary or affiliate, whether a corporation, partnership, limited liability company or otherwise, during the Term of this Agreement or merges into any other entity (regardless of whether Seller is the surviving entity), such entity shall be deemed to have expressly assumed the obligations due Purchaser by Seller under this Agreement. Upon the formation of any such entity, Purchaser shall be deemed to have been granted an irrevocable power of attorney with authority to execute, on behalf of the newly formed successor business, a new UCC-1 or UCC-3 financing statement and have it filed with the appropriate secretary of state or UCC filing office. Purchaser shall be held-harmless and be relieved of any liability by Seller and such new entity as a result of Purchaser's filing any UCC financing statement or the resulting perfection of a lien in any of the successor entity's assets. In addition, Purchaser shall have the right to notify the successor entity's account debtors of Purchaser's lien rights, its right to collect all Accounts, and to notify any new lender who has perfected a lien in such successor entity's assets.

i. Seller and Purchaser hereby irrevocably waive any right either may have to a trial by jury in respect of any litigation directly or indirectly at any time arising out of, under or in connection with this Agreement or any transaction contemplated hereby or associated herewith. Seller irrevocably



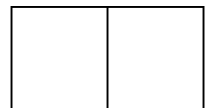
waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any such litigation any special, exemplary, punitive or consequential damages, or damages other than, or in addition to, actual damages. Seller certifies that no party hereto nor any representative or agent or counsel for any party hereto has represented, expressly or otherwise, or implied that such party would not, in the event of litigation, seek to enforce the foregoing waivers. Seller acknowledges that Purchaser has been induced to enter into this Agreement and the transactions contemplated hereby, in part, as a result of the mutual waivers and certifications contained in this paragraph.

j. Nothing in this Agreement shall, or is intended or shall be deemed to, prevent or restrict Seller from paying its bills and meeting other financial obligations of Seller, in the ordinary course of Seller's business and in a manner and priority determined in the reasonable business judgment of Seller; *provided, however*, that any repayments of indebtedness shall comply with the terms and conditions of any inter-creditor agreements and subordination agreements executed by and between Purchaser and the lenders to whom the Seller is obligated.

k. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original and constitute one and the same agreement. Delivery of a manually executed copy of a signature page of this Agreement or any document ancillary thereto or executed pursuant to the transactions contemplated by this Agreement by facsimile or by electronic transmission of a portable document format file or equivalent (also known as a "PDF file") shall be effective as delivery of a manually executed original counterpart of this Agreement. An electronic signature of this Agreement or any document ancillary thereto or executed pursuant to the transactions contemplated by this Agreement shall be effective as delivery of a manually executed original counterpart of this Agreement, which electronic signature shall be defined as an electronic sound, symbol, or process, attached to or logically associated with a contract or other record and executed or adopted by Seller or any Person with the intent to sign the record.

23. **Paragraph Headings.** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope of meaning of the paragraphs hereof.

*[This space left intentionally blank.]*



[Signature Page]

**SELLER:**

**BRYDGE TECHNOLOGIES LLC**

(SEAL)

By: T. Mander-Jones  
T. Mander-Jones (Oct 14, 2020 11:28 AM)

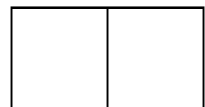
Name: Toby Mander-Jones

Title: Manager

Notice e-mail address: nick@brydge.com

Executed this 14th day of October, 2020.

This counterpart constitutes an original counterpart for purposes of perfection of a security interest.






**FACTOR:**

**ACCORD FINANCIAL, INC.**

(SEAL)

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

Name: Matthew Panosian

Title: Sr. Vice President

Notice e-mail address: legaladmin@accordfinancialus.com

Executed this 14th day of October, 2020.

This counterpart constitutes an original counterpart for purposes of perfection of a security interest.

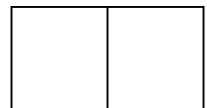
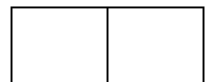


Exhibit A

**Permitted Encumbrances**

**“Permitted Encumbrances” means, as to all Collateral except Accounts, which shall have no Permitted Encumbrances, the following:**

- (1) purchase money liens and liens securing rental payments under capital lease arrangements.
- (2) Liens for taxes, fees, assessments or other government charges or levies, either not delinquent or being contested in good faith and for which the Seller maintains adequate reserves on its books, *provided* that no notice of any such lien has been filed or recorded, including but not limited to any lien under the Internal Revenue Code of 1986, as amended, or the Treasury Regulations adopted thereunder.
- (3) **banker’s liens, rights of setoff and** liens in favor of financial institutions incurred made in the ordinary course of business arising in connection with **the Seller’s** deposit accounts or securities accounts held at such institutions to secure solely payment of fees and similar costs and expenses, *excluding* any such liens on proceeds of Collateral.
- (4) non-exclusive licenses of intellectual property granted to third parties in the ordinary course of business.
- (5) Any encumbrance relating to the Revenue Loan And Security Agreement between Decathlon Alpha III, L.P. (“Decathlon”) and the Seller dated July 20<sup>th</sup>, 2018, *provided, however*, that Accord shall receive a subordination from Decathlon in a form acceptable to Accord in its sole discretion.
- (6) Any encumbrance relating to the Business Loan and Security Agreement and all Addendums related thereto by and between C6 Capital, LLC and the Seller dated July 26<sup>th</sup>, 2020, *provided, however*, that Accord shall receive a subordination from C6 in a form acceptable to Accord in its sole discretion.











# Brydge\_MPSA\_20201013\_EV

Final Audit Report

2020-10-14

Created:	2020-10-14
By:	Liz Scharf (lscharf@accordfinancial.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABwBqOsFM2rwjrZgQG3ECFFy8S9u6ZJsZO

## "Brydge\_MPSA\_20201013\_EV" History

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2020-10-14 - 4:54:30 PM GMT
-  Document emailed to matthew panosian (mpanosian@accordfinancial.com) for signature  
2020-10-14 - 4:54:30 PM GMT
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-  Document e-signed by matthew panosian (mpanosian@accordfinancial.com)  
Signature Date: 2020-10-14 - 5:07:19 PM GMT - Time Source: server- IP address: 50.194.123.65
-  Email viewed by T. Mander-Jones (toby@brydge.com)  
2020-10-14 - 5:15:57 PM GMT- IP address: 66.102.6.155
-  Document e-signed by T. Mander-Jones (toby@brydge.com)  
Signature Date: 2020-10-14 - 5:18:55 PM GMT - Time Source: server- IP address: 98.33.171.194
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