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S. DEPARTMENT OF COMMERCE
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OMB No. 0651-0027 (exp. 6/30/2005)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

IntraVantage, Inc.
2950 Xenium Lane North
Suite #148
Plymouth, MN 55441Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 4/7/2003

2. Name and address of receiving party(ies)

Name: IntraVantage Products, Inc.

Internal Address: _____

Street Address: 2950 Xenium Lane North
Suite #148

City: Plymouth State: MN Zip: 55441

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 09/588425

B. Patent No.(s) 5927976

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael Levy

Internal Address: Goldberg, Kohn et al.

Street Address: 55 E. Monroe St., Suite 3700

City: Chicago State: IL Zip: 60603

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41).....\$ 80.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

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9. Signature.

Michael N. Levy

Name of Person Signing

Michael N. Levy

Signature

4/16/03

Date

Total number of pages including cover sheet, attachments, and documents: 1

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
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**SUBSCRIPTION, BILL OF SALE, ASSIGNMENT
AND ASSUMPTION AGREEMENT**

THIS SUBSCRIPTION, BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**") is made as of this 7th day of April, 2003, by and between IntraVantage, Inc., a California corporation ("**IntraVantage**") and New IntraVantage Products, Inc., a Delaware corporation ("**Newco**").

1. Subscription. IntraVantage hereby subscribes for 1,154,049 shares of the common stock of Newco (the "**Shares**") and a warrant exercisable for up to 484,943 shares of the common stock of Newco, in exchange for the contribution to Newco of the properties and assets of IntraVantage described in Section 2 below, subject to, and in consideration of Newco's assumption of, the liabilities described in Section 2 below. Upon delivery of the consideration described in Section 2, and issuance of the Shares to IntraVantage, all of the Shares shall be duly issued, fully paid and non-assessable.

2. Transfer of the Assets; Assumption of the Liabilities.

(a) In consideration for the subscription by IntraVantage for, and the issuance by Newco of, the Shares, IntraVantage does hereby CONTRIBUTE, GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN AND DELIVER to Newco, and Newco does hereby accept, all of IntraVantage's assets, properties, rights and business, as a going concern used or useful in connection with the operation of IntraVantage's business (collectively, the "**Assets**"), including, without limitation, the following:

(i) all of IntraVantage's rights in and to all contracts relating to the operation of its business;

(ii) all tangible assets used by IntraVantage in connection with the operation of its business;

(iii) all intangible assets used by IntraVantage in connection with the operation of its business, including, without limitation, all intellectual property (including, without limitation, all United States and international patent applications and registrations);

(iv) all books, records, lists, files and other proprietary information of IntraVantage pertaining to customers, suppliers, accounts or any other aspect of its business or operations; and

(v) all goodwill associated with any of the foregoing or otherwise arising in connection with the operation of IntraVantage's business.

(b) Notwithstanding Section 2(a), the Assets shall not include (collectively, the "**Excluded Assets**"):

(i) any of IntraVantage's rights under and pursuant to this Agreement;

(ii) any of IntraVantage's rights as a stockholder of Newco;

(iii) except as set forth on Schedule A, any agreements relating to the ownership, transfer or right to acquire shares of the capital stock of IntraVantage; and

(iv) the corporate and tax books and records of IntraVantage.

(c) Newco hereby specifically acknowledges that it shall receive the Assets subject to, and hereby assumes and agrees to indemnify and hold IntraVantage harmless from and against, those certain operating liabilities, obligations, commitments, agreements, liens and security interests of IntraVantage as detailed on Schedule A attached hereto (collectively, the "**Liabilities**").

(d) All other liabilities, obligations, commitments, agreements, liens and security interests of IntraVantage shall be retained by IntraVantage, including, without limitation, any liabilities related to the Excluded Assets and any liabilities of IntraVantage to any of its current or former shareholders or noteholders arising in connection with any such person's capacity as such.

3. Immediately following the consummation of the transactions contemplated by that certain Stock Purchase Agreement relating to the purchase of shares of Series A Preferred Stock in Newco by and among Newco, WHI Ventures Fund I, L.L.C., and the other parties thereto, Newco shall make all appropriate filings to change its name to "IntraVantage, Inc." and IntraVantage shall make all appropriate filings to change its name to "IntraVantage Holdings, Inc.," or such other name as its board of directors may determine.

4. On or after the date hereof, and without further consideration, IntraVantage and Newco shall, from time to time at the request of the other party, execute and deliver to the other such further instruments of conveyance, assignment and transfer of the Assets and assumption of the Liabilities and shall take, or cause to be taken, such other

actions as such other party may reasonably request for the more effective conveyance, assignment and transfer to Newco of such Assets or the assumption by Newco of any obligations in respect of the Liabilities, as applicable, and shall make or cause to be made any governmental filings as may reasonably be deemed to be necessary in connection with any of the foregoing.

5. IntraVantage hereby represents and warrants that (a) it is a corporation duly organized, validly existing and in good standing under the laws of the State of California, (b) it has all requisite power and authority to enter into this Agreement and consummate the transactions described herein, and (c) it is hereby subscribing for the Shares.

6. Newco hereby represents and warrants that (a) it is a corporation duly formed, validly organized and in good standing under the laws of the State of Delaware, (b) it has all requisite power and authority to enter into this Agreement and consummate the transactions described herein, (c) the issuance of the Shares has been duly authorized by all necessary corporate action, and (d) following the issuance of the Shares, the total issued and outstanding shares of capital stock of Newco shall be 1,245,049 shares of common stock, all of which shall be owned by IntraVantage.

7. This Agreement shall be governed by the internal laws of the State of Delaware, without giving effect to the provisions thereof regarding conflict of laws.

8. IntraVantage acknowledges that the Shares purchased hereunder have not been registered with the Securities and Exchange Commission or with the securities commission of any state and cannot be sold or transferred unless in the opinion of counsel for Newco such Shares can be transferred in compliance with all applicable federal and state securities laws and regulations.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and delivered as of the date first written above.

INTRAVANTAGE:

INTRAVANTAGE, INC., a California corporation

By


John R. Sutton, President/CEO

NEWCO:

INTRAVANTAGE PRODUCTS, INC.,
a Delaware corporation

By


John R. Sutton, President/CEO