

## PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT3744884

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	CORRECTION BY DECLARATION OF INCORRECT NUMBER 8207963 RECORDED AT REEL/FRAE 033766/0670
<b>RESUBMIT DOCUMENT ID:</b>	503684346

## CONVEYING PARTY DATA

Name	Execution Date
SHENZHENSHI HAITIECHENG SCIENCE AND TECHNOLOGY CO., LTD.	12/31/2015

## RECEIVING PARTY DATA

<b>Name:</b>	SHENZHENSHI HAITIECHENG SCIENCE AND TECHNOLOGY CO., LTD.
<b>Street Address:</b>	ROOM C, 20/F, HANGDU BUILDING NO. 1006
<b>Internal Address:</b>	HUAFU ROAD, FUTIAN DISTRICT
<b>City:</b>	SHENZHEN
<b>State/Country:</b>	CHINA

## PROPERTY NUMBERS Total: 1

Property Type	Number
<b>Patent Number:</b>	8207963

## CORRESPONDENCE DATA

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*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.*

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<b>ATTORNEY DOCKET NUMBER:</b>	097653-0924796
<b>NAME OF SUBMITTER:</b>	PHOEBE YOUNG
<b>SIGNATURE:</b>	/Phoebe Young/
<b>DATE SIGNED:</b>	02/18/2016

## Total Attachments: 48

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# DECLARATION OF OWNERSHIP

Shenzhenshi Haitiecheng Science and Technology Co., Ltd. (SHST) is the true and correct assignee of the patents identified in Table 1 below ("the patents"). Pursuant to a May 8, 2013 Asset Purchase Agreement ("SHST APA"), SHST acquired the patents from MO2, LLC ("Original MO2"). A copy of the SHST APA and a copy of an accompanying assignment are attached hereto as Exhibits A and B respectively. Original MO2 had previously acquired the patents from OL2, Inc. ("OL2") via a February 11, 2013 Membership Interest and Asset Purchase Agreement.

On November 26, 2013, Original MO2 ceased to exist. On or about September 8, 2014, an entity was formed bearing the same name as Original MO2 ("False MO2"). That entity recorded the February 11, 2013 assignment from OL2 to Original MO2, but identified False MO2 on the cover sheet. This identification of False MO2 was erroneous. The reel and frame numbers of this erroneous identification appear in column A of Table 1 below. On September 19, 2014, False MO2 purportedly assigned the patents to Rearden Mova LLC.

Following the submission of a petition to expunge admitting that the purported assignments from False MO2 to Rearden Mova, LLC were erroneous, a "Statement of Interest" was recorded as a purported assignment from Original MO2 to "MO2, LLC for the benefit of Rearden, LLC." That same Statement of Interest was recorded as a purported assignment from "MO2, LLC for the benefit of Rearden, LLC" to "Rearden Mova, LLC for the benefit of Rearden, LLC." The Statement of Interest does not purport to transfer the patents. Instead, it admits that such a transfer never occurred but argues that the patents were not transferred as purportedly required by an employment agreement. As a result, the recordation of this Statement of Interest as purported assignments is erroneous. The reel and frame numbers at which the Statement of Interest erroneously purported to assign the patents from Original MO2 to "MO2, LLC for the benefit of Rearden, LLC" and then to "Rearden Mova, LLC for the benefit of Rearden, LLC" appear in columns B and C of Table 1 below.

Table 1:

U.S. Patent No. or Patent Application No.	A From OL2, Inc to "False MO2" (MO2, LLC)	B From MO2, LLC to MO2, LLC for benefit of Rearden, LLC	C From MO2, LLC for the benefit of Rearden, LLC to Rearden Mova, LLC for the benefit of Rearden, LLC
8,194,093	Reel: 033765 Frame: 0681	Reel: 034763 Frame: 0779	Reel: 034764 Frame: 0405
7,633,521	Reel: 033765 Frame: 0851	Reel: 034764 Frame: 0317	Reel: 035060 Frame: 0677
7,605,861	Reel: 033765 Frame: 0927	Reel: 034761 Frame: 0067	Reel: 034764 Frame: 0174
8,659,668	Reel: 033766 Frame: 0010	Reel: 034763 Frame: 0860	Reel: 034764 Frame: 0475
7,548,272	Reel: 033766 Frame: 0069	Reel: 034763 Frame: 0933	Reel: 034764 Frame: 0552
7,567,293	Reel: 033766 Frame: 0511	Reel: 034764 Frame: 0001	Reel: 034765 Frame: 0767

U.S. Patent No. or Patent Application No.	A From OL2, Inc to "False MO2" (MO2, LLC)	B From MO2, LLC to MO2, LLC for benefit of Rearden, LLC	C From MO2, LLC for the benefit of Rearden, LLC to Rearden Mova, LLC for the benefit of Rearden, LLC
7,667,767	Reel: 033766 Frame: 0550	Reel: 034764 Frame: 0074	Reel: 034761 Frame: 0606
8,207,963	Reel: 033766 Frame: 0670	Reel: 034761 Frame: 0162	Reel: 094764 Frame: 0242
11/255,854	Reel: 033766 Frame: 0010	Reel: 034763 Frame: 0860	Reel: 034764 Frame: 0475

SHST contacted counsel responsible for recording the erroneous information and requested corrective action. The party/parties responsible for the erroneous recordation were unwilling to file corrective papers, prompting SHST to seek a judicial declaration regarding the ownership of the patents. That case is currently pending as *Shenzhen Shi Haitiecheng Science and Technology Co. v. Rearden LLC*, N.D. Cal. No. 3:15-cv-797-JST.

Dated this 15 day of June, 2015.

For: Shenzhen Shi Haitiecheng Science and Technology Co., Ltd. (SHST)

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A  
Asset Purchase Agreement  
39 Pages

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of May 8, 2013 ("Effective Date"), by and among Shenzhenshi Haitiecheng Science and Technology Co., Ltd. (深圳市海铁城科技有限公司), a corporation chartered in the People's Republic of China ("Purchaser"), and Mova, LLC, a California limited liability company ("Mova"), and MO2, LLC, a California limited liability company ("Selling Member", and collectively with Mova, "Seller"). Capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings given to them in Annex A attached hereto.

### RECITALS

A. Selling Member is a party to that certain Membership Interest and Asset Purchase and Sale Agreement, dated as of February 11, 2013, (the "OL2 Agreement") under which Selling Member acquired from OL2, Inc. ("OL2") 100% of the membership interest in Mova (the "Mova LLC Interest") as well as certain property of OL2 (the "Mova Assets"). The Mova Assets comprise the business of OL2 relating to its business of reality capture services and motion capture for motion picture and video game production(the "Business").

B. Seller and Purchaser have determined that it is in the best interests of the parties, and their respective shareholders or members, as applicable, that Purchaser acquire the Mova Assets and any assets of Seller relating to the Business, if any, but not the Mova LLC Interest, pursuant to the terms and conditions of this Agreement, and, in furtherance thereof, have approved this Agreement and the transactions contemplated hereby.

C. Seller has advised Purchaser that since February 11, 2013, Stephen G. Perlman ("Perlman"), whether individually or in his apparent capacity as an officer or manager of Rearden LLC, a California limited liability company, or any of his or its related entities, subsidiaries or affiliates (collectively, "Rearden") has communicated the possibility of claims against Seller and/or Greg LaSalle in relation to the Mova Assets ("Perlman Claim"), though Seller is unaware of any basis, legal or factual, or any support, legal or factual, for any such claims by Perlman or Rearden.

D. Seller desires to make certain representations, warranties, covenants and agreements in connection with the asset sale and purchase transaction contemplated hereby, as set forth hereinbelow.

### AGREEMENT

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

#### ARTICLE 1 DESCRIPTION OF TRANSACTION

Section 1.1 Agreement to Sell. Subject to the terms and conditions hereof, at the Closing, Seller shall sell, assign, transfer and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, all right, title and interest of Seller in and to all of those assets, properties and rights relating to the Business and set forth in Section 1.1(a)-(i) hereof, including, without limitation, rights of every kind, nature, character and description related thereto, whether personal or mixed, whether tangible or intangible, and wherever situated, in existence on the date hereof (such assets, properties and rights being collectively referred to as the "Assets"), expressly excluding the Excluded Assets, free and clear of

all Encumbrances other than Permitted Encumbrances. The Assets are all of Seller's right, title and interest in and to the following assets, properties and rights:

- (a) the Assumed Contracts;
- (b) all Software Programs;
- (c) all Seller Intellectual Property;
- (d) all causes of action, lawsuits, judgments, claims and demands of any nature, whether arising by way of counterclaim or otherwise related directly or indirectly to the Assets;
- (e) all express or implied guarantees, warranties, representations, covenants, indemnities and similar rights from third parties related to the Assets;
- (f) all Governmental Authorizations related to the Assets that are transferrable to Purchaser;
- (g) all information, files, correspondence, records, data, plans, reports and recorded knowledge, including customer, supplier, price and mailing lists, and all accounting or other books and records of Seller, in whatever media retained or stored;
- (h) the materials and equipment, including the Mova Production Assets listed on Schedule 3.9; and
- (i) trade names, trademarks, service marks, trade dress, and logos, Internet domain names, and all registrations of and applications to register any of the foregoing.

Section 1.2 Excluded Assets. Notwithstanding anything to the contrary set forth herein, the Assets shall not include Seller's right, title or interest in and to the following assets, properties or rights (collectively, the "Excluded Assets"):

- (a) cash, cash equivalents and marketable securities and all rights to any bank accounts;
- (b) accounts receivable of Seller
- (c) all insurance proceeds and insurance awards receivable with respect to any of the Assets which arise from or relate to events occurring prior to or on the Closing Date;
- (d) right to Tax refunds;
- (e) Seller Charter Documents (as defined below);
- (f) any Contracts to which Seller is a party which are not Assumed Contracts; and
- (g) the rights that accrue to Seller hereunder.

Section 1.3 Assumption of Assumed Liabilities.

- (a) Except as provided in Section 1.3(b), Purchaser shall not assume, in connection with the transactions contemplated hereby, any liability or obligation of Seller whatsoever, whether known or unknown, disclosed or undisclosed, accrued or hereafter arising, absolute or

contingent, and Seller shall retain responsibility for all such liabilities and obligations of Seller (collectively, the "Excluded Liabilities").

(b) Effective as of the Closing Date, Purchaser shall assume the executory obligations of Seller listed on the attached Schedule 1.3(b) ("Assumed Contracts") except to the extent such obligations are required to be performed on or prior to the Closing Date, are not disclosed on the face of an Assumed Contract, or accrue and relate to the operation of Seller's business prior to the Closing Date (collectively, the "Assumed Liabilities").

Section 1.4 Specifically Excluded Liabilities. Specifically, and without in any way limiting the generality of Section 1.3(a), the Assumed Liabilities shall not include, and in no event shall Purchaser assume, agree to pay, discharge or satisfy any liability or obligation of Seller (the "Specifically Excluded Liabilities"):

(a) relating to any liability or obligation (including accounts payable) owed to any employee, agent, contractor, vendor, account payor, service provider, creditor, lender or any Affiliate of Seller;

(b) for any Taxes with respect to any period;

(c) for any Closing Date Liabilities;

(d) relating to guarantees of any indebtedness of any Person;

(e) relating to, resulting from, or arising out of, (i) claims made in pending or future suits, actions, investigations or other legal, governmental or administrative proceedings or (ii) claims based on violations of Law (including any Environmental Law (as defined below), workers' compensation, employment practices or health and safety matters), breach of Contract, or any other actual or alleged failure of Seller to perform any obligation (under any Law, Governmental Authorization or Contract), in each case arising out of, or relating to, (A) acts or omissions that shall have occurred, (B) services performed or products sold, (C) the ownership or use of the Assets, or (D) the operation of Seller's business, prior to the Closing;

(f) pertaining to any Excluded Asset;

(g) relating to, resulting from, or arising out of, any of the operations of Seller that have been discontinued or disposed of prior the Closing; and

(h) arising or incurred in connection with the negotiation, preparation and execution hereof and the transactions contemplated hereby and any fees and expenses of counsel, accountants, brokers, financial advisors or other experts of Seller.

## ARTICLE 2 PURCHASE PRICE; PURCHASE PRICE ALLOCATION

Section 2.1 Purchase Price. In consideration of the sale of the Assets,, in addition to the assumption of the Assumed Liabilities, at the Closing hereunder, Purchaser shall pay to Seller a cash amount equal to [REDACTED]

Section 2.2 Purchase Price Allocation. The Purchase Price and the allocation of the Purchase Price (the "Purchase Price Allocation") shall be as set forth in Exhibit A. Purchaser and Seller shall each file Form 8594 (Asset Acquisition Statement Under Section 1060) on a timely basis reporting the



allocation of the Purchase Price consistent with the Purchase Price Allocation. Except as may be required by Law, Seller and Purchaser will (i) file, or cause to be filed, all Tax Returns in a manner consistent with the Purchase Price Allocation, and (ii) may not take any action inconsistent therewith.

### ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLER

#### Section 3.1     Organization; Standing and Power; Subsidiaries.

(a)     Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California, has all requisite power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted.

(b)     Seller has no Subsidiaries, other than that Movia is a Subsidiary of Selling Member. Seller does not own, beneficially or otherwise, any shares or other securities of, or any direct or indirect equity or other financial interest in, any Entity.

Section 3.2     Authority; Binding Nature of Agreement.     Seller has the absolute and unrestricted right, power and authority to enter into and to perform its obligations under this Agreement and any Seller Related Agreement to which it is a party and the execution, delivery and performance of this Agreement by Seller has been authorized by all necessary action on the part of each of the Selling Member and Movia. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to (a) laws of general application relating to bankruptcy, insolvency and the relief of debtors and public policies, and (b) rules of law governing specific performance, injunctive relief and other equitable remedies (collectively, the "Bankruptcy and Equity Exception"). Upon the execution and delivery by or on behalf of Seller of each Seller Related Agreement to which it is a party, such Seller Related Agreement will constitute the legal, valid and binding obligation of Seller, enforceable against Seller, in accordance with its terms, subject to the Bankruptcy and Equity Exception.

Section 3.3     Absence of Restrictions and Conflicts.     Neither the execution, delivery or performance by Seller of this Agreement or any of the Seller Related Agreements, nor the consummation of the transactions contemplated by this Agreement or any of the Seller Related Agreements, will directly or indirectly (with or without the giving of notice or the lapse of time or both):

(a)     contravene, conflict with or result in a violation of any provision of any Seller Charter Documents;

(b)     contravene, conflict with or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the transactions contemplated by this Agreement or any of the Seller Related Agreements or to exercise any remedy or obtain any relief under, any Law or any order, writ, injunction, judgment or decree to which Seller, or any of the assets owned, used or controlled by Seller, is subject;

(c)     contravene, conflict with or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any Governmental Authorization that is held by Seller or that otherwise relates to the business of Seller or to any of the assets owned, used or controlled by Seller;

(d)     contravene, conflict with or result in a violation or breach of, or result in a default under, any provision of any Seller Contract, or give any Person the right to (i) declare a default or

exercise any remedy under any such Seller Contract, or (ii) modify, terminate, or accelerate any right, liability or obligation of Seller under any such Seller Contract, or charge any fee, penalty or similar payment to Seller under any such Seller Contract; or

(e) result in the imposition or creation of any Encumbrance upon or with respect to any asset owned or used by Seller.

Section 3.4 Required Consents. No filing with, notice to or consent from any Person is required in connection with (i) the execution, delivery or performance by Seller of this Agreement or any of the Seller Related Agreements, or (ii) the consummation of any of the other transactions contemplated by this Agreement or any of the Seller Related Agreements.

Section 3.5 Seller Financial Statements. Seller has delivered to Purchaser unaltered copies of certain financial statements received by Selling Member from OL2 in connection with the OL2 Agreement which to the Knowledge of Seller accurately reflect the financial condition of Movia on the date of such statements.

Section 3.6 Absence of Changes. Since February 11, 2013:

(a) except for the Perlman Claim, no Material Adverse Effect has occurred, and no event, occurrence, development or state of circumstances or facts has occurred that will, or could reasonably be expected to, have a Material Adverse Effect;

(b) Seller has not entered into any transaction or taken any other action other than (i) communicate with Morrison & Foerster LLP, counsel for Rearden, in relation to the Perlman Claim, and (ii) entering into this Agreement and the agreements and transactions contemplated hereby; and

(c) Seller has not agreed to take, or committed to take, any of the actions referred to in clause "(b)" above.

Section 3.7 Title to the Assets. Seller has and shall convey to Purchaser at the Closing good, valid, transferable and marketable title to all of the Assets, free and clear of all Encumbrances, except for Permitted Encumbrances. To the Knowledge of Seller, the Assets and the Excluded Assets, represent substantially all of the assets used in the operation of the Business as conducted prior to the Closing Date.

Section 3.8 Real Property. Seller does not own any real property.

Section 3.9 Personal Property. Schedule 3.9 contains a substantially unaltered copy of Exhibit A-4 from the OL2 Agreement, which to the Knowledge of Seller contains a substantially complete list of the motion capture equipment, electronics, computers, production materials, theatrical equipment, data and software used in the motion capture recording and video production and editing business, in each case directly related to the Business (the "Movia Production Assets").

Section 3.10 Intellectual Property.

(a) Schedule 3.10 attached hereto (the "Seller IP Schedule") contains substantially unaltered copies of the certain exhibits to the OL2 Agreement which, to the Knowledge of Seller, in the aggregate represent a substantially complete and accurate list of each item of Seller Intellectual Property:

(i) Exhibit A-1 from the OL2 Agreement, which OL2 purported to contain a list of trademarks and trade names related to the Business operated by OL2;

(ii) Exhibit A-2 from the OL2 Agreement, which OL2 purported to contain a list of patents related to the Business operated by OL2; and

(iii) Exhibit A-3 from the OL2 Agreement, which OL2 purported to contain a list of Internet domain names related to the Business operated by OL2.

(b) The only agreement to which Seller is a party that includes a license with respect to any Seller Intellectual Property (including all "licenses in" or a "licenses out" of Intellectual Property) is the OL2 Agreement ("Company License"). To the Knowledge of Seller, there are no proceedings or actions before any court or tribunal (including the United States Patent and Trademark Office or equivalent authority anywhere in the world) related to any Registered Seller Intellectual Property. To the Knowledge of Seller, Seller has not claimed any status in the application for or registration of any Registered Seller Intellectual Property, including "small business status," that would not be applicable to Purchaser.

(c) Seller has good, valid and legal title to, and is the sole and exclusive owner of, or is the licensee of, all right, title and interest in and to, the Seller Intellectual Property identified on the Seller IP Schedule, free and clear of all security interests, liens, encumbrances or claims of others, except for the Perlman Claim.

(d) Except as set forth in the Seller IP Schedule and except for the Perlman Claim, to the Knowledge of Seller, (i) there are no obligations (including royalty obligations), covenants or restrictions from third parties, or orders, writs, injunctions or decrees of any court, administrative agency or governmental authority adversely affecting either the use, disclosure, enforcement, transfer or licensing of the Seller Intellectual Property; (ii) each item of Seller Intellectual Property is valid and enforceable; (iii) no entity other than Seller possesses any current or contingent rights to any of the Seller Intellectual Property (including, without limitation, through any escrow account); (iv) Seller has secured from all persons who have created or otherwise have any rights in or to, any item of Seller Intellectual Property, valid enforceable written assignments of, or licenses to, any such Seller Intellectual Property; (v) Seller is the owner or licensee of all Seller Intellectual Property incorporated in, or created in connection with, work provided by Seller to its customers and clients; (vi) Seller has not transferred, and is not obligated to transfer to any third party, any Seller Intellectual Property; (vii) there is no action, suit, arbitration or other proceeding pending or threatened, which involves any Seller Intellectual Property; (viii) Seller is not in default under any Company License or other agreement whereby it has the right to use, sell, license, maintain enhance, modify or otherwise deal with any Seller Intellectual Property; and (ix) Seller is not subject to any order, writ, injunction or decree of any court, administrative agency or governmental authority and is not party to any contract, agreement, commitment or arrangement which restricts or impairs the use of any Seller Intellectual Property.

(e) To the Knowledge of Seller, each past and present Employee and independent contractor of Seller and each other person who and entity which has rendered services, contributed ideas, or otherwise created or contributed to the Seller Intellectual Property in any manner has entered into a written agreement pursuant to which that employee, independent contractor, other person or entity, as the case may be, has: (i) agreed that the services rendered, ideas contributed, or products created or contributed by such Employee, independent contractor, other person or entity, were rendered, contributed or created as a "work made for hire" within the scope of that person's or entity's employment or engagement (if such services, ideas, or products can be deemed a "work for hire" under applicable law), and (ii) assigned to Seller all of such

person's or entity's right, title and interest in and to the results of that person's or entity's services and contributions throughout the universe in any and all media now existing or hereafter developed, with no further right to use or exploit such results, free and clear of all Encumbrances, and with such person or entity have retain no claim based on "moral rights" or similar theories. To the Knowledge of Seller, Seller does not presently owe, nor will it in the future owe, any royalty, development fee or other payment to any person or entity described in this subsection, and, to the Knowledge of Seller, Seller owns all right, title and interest in and to all Intellectual Property created or developed by any such persons or entities.

(f) To the Knowledge of Seller, there is not and has not been any infringement, misappropriation or other violation of any Intellectual Property of a third party by Seller, and there are no facts raising a likelihood of any such violation. To the Knowledge of Seller, the use of the Seller Intellectual Property does not conflict with any rights of a third party.

(g) To the Knowledge of Seller, there is not and has not been any infringement, misappropriation or other violation of any Seller Intellectual Property, and to the Knowledge of Seller, there are no facts raising a likelihood of any such violation. To the Knowledge of Seller, there has been no claim made by Seller of any infringement, misappropriation or other violation of any of the Seller Intellectual Property.

(h) To the Knowledge of Seller, the Seller Intellectual Property and Seller's software, products or services have not been the subject of a claim of infringement, interference or unfair competition or other claim. To the Knowledge of Seller, other than the Perlman Claim, there has been no claim made against Seller asserting the invalidity, misuse or unenforceability of any of the Seller Intellectual Property or challenging Seller's right to use, transfer, or ownership of, any of the Seller Intellectual Property, and, To the knowledge of Seller, there are no grounds for any such claim or challenge, including without limitation any such claim or challenge based upon any use or enforcement of, or any failure to use or enforce, any of the Seller Intellectual Property.

(i) To the Knowledge of Seller, no portion of the Assets contains any program, routine, device, or other feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, protect code, data destruct key, malicious logic, worm, Trojan horse, back door, trap door, spy-ware, keystroke- or password-capturing routine, or access-tracing routine, that may be used to modify, delete, damage, disable, deactivate, interfere with, or otherwise harm or prevent the use of any Assets or Purchaser's or its licensees' hardware, data, software or computer systems; or that may be used to provide or facilitate unauthorized access to, security weaknesses in, or copies or transmissions of, Purchaser's or its licensees' hardware, data, software or computer systems (collectively, "Prohibited Procedures"). This representation and warranty is intended to apply regardless of whether such Prohibited Procedures are authorized by Seller.

(j) To the Knowledge of Seller, the consummation of the transactions contemplated by this Agreement will not adversely alter, impair or extinguish any of the Seller Intellectual Property or subject Purchaser's use of the Seller Intellectual Property to restrictions or limitations other than those to which Seller's use thereof would be subject if the transactions contemplated hereby did not occur.

(k) Other than as provided in the OL2 Agreement, Seller has not given to any third party any warranty or indemnification related to Seller Intellectual Property.

Section 3.11 Compliance with Law; Governmental Authorizations. To the Knowledge of Seller, Seller is, and has at all times been, in compliance with all applicable Laws. To the Knowledge of

Seller, Seller has not received any notice or other communication from any Governmental Body regarding any actual or possible violation of, or failure to comply with, any Law (including, without limitation all applicable Environmental Laws).

Section 3.12 Legal Proceedings: Orders.

(a) To the Knowledge of Seller, there is no pending Legal Proceeding and, other than the Perlman Claim, no Person has threatened to commence any Legal Proceeding (i) that involves Seller or any of the Assets, or (ii) that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, the transactions contemplated by this Agreement or any of the Seller Related Agreements. To Seller's Knowledge, no event has occurred, and no claim, dispute or other condition or circumstance exists, that will, or that could reasonably be expected to, give rise to or serve as a basis for the commencement of any such Legal Proceeding.

(b) To the Knowledge of Seller, there is no order, writ, injunction, judgment or decree to which Seller, or any of the Assets owned or used by Seller, is subject.

Section 3.13 Finders' Fees. There is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of Seller who might be entitled to any fee or commission from Purchaser or either Seller upon consummation of the transactions contemplated by this Agreement.

Section 3.14 Reliance. The foregoing representations and warranties are made by Seller with the knowledge and expectation that Purchaser is placing, and is entitled to place, complete reliance thereon, notwithstanding any independent investigations conducted by or on behalf of Purchaser with respect to the Business or the Assets.

#### ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller, as of the date hereof and as of the Closing Date, as set forth below.

Section 4.1 Corporate Existence and Power. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all company power required to conduct its business as now conducted, and is duly qualified to do business and is in good standing in each jurisdiction in which the conduct of its business or the ownership or leasing of its properties requires such qualification, except where the failure to be so qualified would not have a material adverse effect on Purchaser's business, financial condition or results of operations.

Section 4.2 Authorization: Binding Nature of Agreement. Purchaser has the absolute and unrestricted right, power and authority to perform its obligations under this Agreement and under each Purchaser Related Agreement to which it is a party, and the execution, delivery and performance by Purchaser of this Agreement and Purchaser Related Agreements have been duly authorized by all necessary action on the part of Purchaser. This Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, subject to the Bankruptcy and Equity Exception. Upon the execution and delivery by or on behalf of Purchaser of each Purchaser Related Agreement, such Purchaser Agreement will constitute the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, subject to the Bankruptcy and Equity Exception.

Section 4.3 Absence of Restrictions; Required Consents. Neither (1) the execution, delivery or performance of this Agreement or any of Purchaser Related Agreements, nor (2) the consummation of transactions contemplated by this Agreement or any of Purchaser Related Agreements, will directly or indirectly (with or without notice or lapse of time):

(a) contravene, conflict with or result in a violation of any of the provisions of Purchaser Charter Documents; or

(b) contravene, conflict with or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the transactions contemplated by this Agreement or any of Purchaser Related Agreements or to exercise any remedy or obtain any relief under, any Law or any order, writ, injunction, judgment or decree to which Purchaser, or any of the assets owned, used or controlled by Purchaser, is subject.

Section 4.4 Finders' Fees. There is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of Purchaser who might be entitled to any fee or commission from Purchaser or either Seller upon consummation of the transactions contemplated by this Agreement.

## ARTICLE 5 CLOSING

Section 5.1 Closing. The Closing shall take place by the electronic or physical delivery of documents on the Effective Date.

Section 5.2 Seller Closing Deliveries. At the Closing, Seller shall deliver, or cause to be delivered, to Purchaser the following:

(a) executed bills of sale, instruments of assignment, certificates of title documents, deeds and other conveyance documents reasonably requested by and in form and substance reasonably satisfactory to Purchaser, dated as of the Closing Date, transferring to Purchaser all of Seller's right, title and interest in and to the Assets, together with possession of the Assets, including a bill of sale and assignment substantially in the form of Exhibit A, executed by Seller;

(b) documents evidencing the assignment of the Assumed Liabilities, executed by Seller, including an assignment and assumption agreement substantially in the form of Exhibit B, executed by Seller;

(c) an Assignment of the Mova Patents to Purchaser, in a form reasonably acceptable to Purchaser, properly executed by OL2; and

(d) Employment Agreements mutually acceptable to Purchaser and each of Greg LaSalle and Ken Pearce, signed by Messrs. LaSalle and Pearce, respectively.

Section 5.3 Purchaser Closing Deliveries. At the Closing, Purchaser shall deliver, or cause to be delivered, to Seller the following:

(a) payment of the Purchase Price by wire transfer or certified check; and

(b) Employment Agreements mutually acceptable to Purchaser and each of Greg LaSalle, Ken Pearce and Ken Hayes, signed by Purchaser.

## ARTICLE 6 POST-CLOSING

Section 6.1 Government Review Cooperation. In the event that any federal or state regulatory, investigative or other agency or committee reviews or investigates this transaction for compliance with any federal or state law regulating the acquisition of assets in the United States by foreign entities ("Government Review"), Seller shall, at Purchaser's sole expense, cooperate fully with Purchaser in connection with such Government Review and shall perform such other acts and deeds consistent herewith as may be reasonably necessary, prudent and requested by Purchaser in connection with the Government Review.

Section 6.2 Orders Following Government Review. In the event that any Government Review results in an order, finding, judgment or decree issued by any federal or state regulatory, investigative or other agency or committee to rescind, unwind, alter, or modify this Agreement, Seller and Purchaser will, at Purchaser's sole expense, enter into good faith negotiations to address such government order to the extent possible by appropriate amendment to this Agreement or by entering into a new agreement on substantially the same terms as this Agreement to the extent that it does not violate the government order.

## ARTICLE 7 INDEMNIFICATION

Section 7.1 Indemnification Obligations of Seller. Subject to the provisions of this Article 6 and the limitations contained in Section 7.6, each Seller shall, jointly and severally, indemnify and hold harmless the Purchaser Indemnified Parties from and against, and compensate, reimburse and pay the Purchaser Indemnified Parties for, any and all Losses arising out of or relating to:

- (a) any inaccuracy in or breach of any representation or warranty of Seller set forth in this Agreement or any other Seller Related Agreement (without giving effect to any materiality qualification contained in such representation or warranty with respect to the calculation of Losses resulting therefrom);
- (b) any breach of any covenant, agreement or undertaking made by Seller in this Agreement or in any Seller Related Agreement; or
- (c) any liability or obligation of Seller of any nature whatsoever, except the Assumed Liabilities.

The Losses of Purchaser Indemnified Parties described in this Section 6.1 as to which Purchaser Indemnified Parties are entitled to indemnification are collectively referred to as "Purchaser Losses."

Section 7.2 Indemnification Obligations of Purchaser. Subject to the provisions of this Article 6 and any aggregate maximum limitation set forth below in this subsection 6.2, Purchaser shall indemnify, defend, and hold harmless the Seller Indemnified Parties from and against, and compensate, reimburse and pay the Seller Indemnified Parties for, any and all Losses arising out of or relating to:

- (a) any inaccuracy in or breach of any representation or warranty of Purchaser set forth in this Agreement or any other Purchaser Related Agreement (without giving effect to any materiality qualification contained in such representation or warranty with respect to the calculation of Losses resulting therefrom);
- (b) Purchaser's failure to perform, discharge or satisfy the Assumed Liabilities; or

(c) any breach of any covenant, agreement or undertaking made by Purchaser in this Agreement or in any Purchaser Related Agreement; or

(d) any complaint, dispute or claim brought by Perlman, Rearden, or any affiliated entity controlled by him or it, against any of the Seller Indemnified Parties relating to the Mova Assets or the Business (the "Indemnified Perlman Claims"); provided, however, except in the case of any actions by Seller Indemnified Parties that are requested by Purchaser or required pursuant to this Agreement, the foregoing obligation to defend or indemnify will not apply to intentional or willful acts committed by the Seller Indemnified Parties after the Effective Date. Notwithstanding any obligations provided in Section 7.4, Seller shall, at Purchaser's sole expense, cooperate fully with Purchaser and shall perform such other acts and deeds consistent herewith as may be reasonably necessary, prudent and requested by Purchaser in the performance of its obligations to defend or indemnify hereunder. The parties acknowledge and agree that Purchaser's indemnity obligations under this subsection do not prejudice or limit Purchaser's indemnity rights under this Article 6 in the event that a Perlman Claim also constitutes a Purchaser Loss.

Section 7.3 Establishment of Escrow Account for Indemnified Perlman Claims. Solely with respect to the Indemnified Perlman Claims, at the Closing, Purchaser will (a) deposit [REDACTED] in cash in the client trust account of the law firm of Hopkins & Carley in trust for the purposes described in this Section 7.3 and (b) promptly establish a separate escrow account (the "Escrow Account") at Wells Fargo Bank, or such other financial institution that is mutually acceptable to the parties (the "Escrow Agent") pursuant to the form of Escrow Agreement attached hereto as Exhibit B. Seller shall cause the transfer of [REDACTED] from the Hopkins & Carley client trust account to the Escrow Account within three (3) business days of Seller's receipt of written notice from Purchaser identifying the account information of the Escrow Account. The Escrow Account will serve as security for Purchaser's obligations under Section 7.2(d) for the benefit of Seller Indemnified Parties. The parties will jointly instruct the Escrow Agent that only Seller Indemnified Parties will have authority to withdraw funds from the Escrow Account until the account is released. In the event of an alleged breach by Purchaser of its obligations under Section 7.2(d), or Section 7.4 in relation to Section 7.2(d), Seller Indemnified Parties shall, if appropriate under the circumstances, give Purchaser fourteen (14) days written notice of its intent to withdraw funds from the Escrow Account so that Purchaser can remedy the alleged breach. The circumstance under which a Seller Indemnified Party may withdraw funds from the Escrow Account, include, for example and without limitation, a pending deadline for the filing of a responsive pleading in a court action relating to the Perlman Claims. The parties further agree that the Escrow Account will be closed and any funds in the Escrow Account returned to Purchaser only on the latter of the following two(2) dates: (i) the final dismissal of any arbitration, litigation or other civil proceeding that constitutes a Perlman Indemnified Claim ("Perlman Litigation") or (ii) four (4) years from the Effective Date, provided that no Perlman Litigation is pending as of such date. Seller agrees that any funds that any Seller Indemnified Party withdraws from the Escrow Account will be used for the sole purpose of paying liabilities incurred by Seller Indemnified Parties as a result of a Perlman Indemnified Claim and/or bringing claims against Purchaser to enforce Purchaser's indemnification obligation under Section 7.2(d), and so long as Purchaser has assumed control of the Perlman Litigation and performing its obligations under Article 7 with respect thereto, the Seller Indemnified Parties shall not be entitled to withdraw funds from the Escrow Account in an effort to co-manage the Perlman Litigation.

The Losses of Seller Indemnified Parties described in this Section 6.2 as to which Seller Indemnified Parties are entitled to indemnification are collectively referred to as "Seller Losses."



Section 7.4     Indemnification Procedure.

(a) Promptly following receipt by an Indemnified Party of notice by a third party (including any Governmental Body) of any complaint, dispute or claim or the commencement of any audit, investigation, action or proceeding with respect to which such Indemnified Party may be entitled to indemnification pursuant hereto (a "Third-Party Claim"), such Indemnified Party shall provide written notice thereof to the party obligated to indemnify under this Agreement (the "Indemnifying Party"); provided, however, that the failure to so notify the Indemnifying Party shall relieve the Indemnifying Party from liability hereunder with respect to such Third-Party Claim only if, and only to the extent that, such failure to so notify the Indemnifying Party results in the forfeiture by the Indemnifying Party of rights and defenses otherwise available to the Indemnifying Party with respect to such Third-Party Claim or otherwise prejudices the Indemnifying Party. The Indemnifying Party shall have the right, upon written notice delivered to the Indemnified Party within 20 days thereafter assuming full responsibility for any Purchaser Losses or Seller Losses (as the case may be) resulting from such Third-Party Claim, to assume the defense of such Third-Party Claim, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the fees and disbursements of such counsel. In the event, however, that the Indemnifying Party declines or fails to assume the defense of such Third-Party Claim on the terms provided above or to employ counsel reasonably satisfactory to the Indemnified Party (except that with respect to Perlman Indemnified Claims, Purchaser shall have sole and absolute discretion to select counsel), in either case within such 20-day period, then any Purchaser Losses or any Seller Losses (as the case may be), shall include the reasonable fees and disbursements of counsel for the Indemnified Party as incurred. In any Third-Party Claim for which indemnification is being sought hereunder the Indemnified Party or the Indemnifying Party, whichever is not assuming the defense of such Third-Party Claim, shall have the right to participate in such matter and to retain its own counsel at such Party's own expense. The Indemnifying Party or the Indemnified Party (as the case may be) shall at all times use reasonable efforts to keep the Indemnifying Party or Indemnified Party (as the case may be) reasonably apprised of the status of the defense of any matter the defense of which it is maintaining and to cooperate in good faith with each other with respect to the defense of any such matter.

(b) No Indemnified Party may settle or compromise any Third-Party Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder without the prior written consent of the Indemnifying Party (which may not be unreasonably withheld or delayed), unless (i) the Indemnifying Party fails to assume and maintain diligently the defense of such Third-Party Claim pursuant to Section 6.3(a) or (ii) such settlement, compromise or consent includes an unconditional release of the Indemnifying Party and its officers, members, employees and Affiliates from all liability arising out of, or related to, such Third-Party Claim. An Indemnifying Party may not, without the prior written consent of the Indemnified Party (which may not be unreasonably withheld or delayed), settle or compromise any Third-Party Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder unless such settlement, compromise or consent (i) includes an unconditional release of the Indemnified Party and its officers, members, employees and Affiliates from all liability arising out of, or related to, such Third-Party Claim, (ii) does not contain any admission or statement suggesting any wrongdoing or liability on behalf of the Indemnified Party and (iii) does not contain any equitable order, judgment or term that in any manner affects, restrains or interferes with the business of the Indemnified Party or any of the Indemnified Party's Affiliates.

(c) In the event an Indemnified Party claims a right to payment pursuant hereto with respect to any matter not involving a Third Party Claim (a "Direct Claim"), such Indemnified

Party shall send written notice of such claim to the appropriate Indemnifying Party (a "Notice of Claim"). Such Notice of Claim shall specify the basis for such Direct Claim. The failure by any Indemnified Party so to notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability that it may have to such Indemnified Party with respect to any Direct Claim made pursuant to this Section 6.3(c), except to the extent such failure has prejudiced the Indemnifying Party, it being understood that Notices of Claim in respect of a breach of a representation or warranty must be delivered prior to the expiration of the survival period for such representation or warranty under Section 6.4. In the event the Indemnifying Party does not notify the Indemnified Party within 30 days following its receipt of such Notice of Claim that the Indemnifying Party disputes its liability to the Indemnified Party under this Article 6 or the amount thereof, the Direct Claim specified by the Indemnified Party in such Notice of Claim shall be conclusively deemed a liability of the Indemnifying Party under this Article 6, and the Indemnifying Party shall pay the amount of such liability to the Indemnified Party on demand or, in the case of any notice in which the amount of the Direct Claim (or any portion of the Direct Claim) is estimated, on such later date when the amount of such Direct Claim (or such portion of such Direct Claim) becomes finally determined. In the event the Indemnifying Party has timely disputed its liability with respect to such Direct Claim as provided above, as promptly as reasonably practicable, such Indemnified Party and the appropriate Indemnifying Party shall establish the merits and amount of such Direct Claim (by mutual agreement, litigation or otherwise) and, within five Business Days following the final determination of the merits and amount of such Direct Claim, the Indemnifying Party shall pay to the Indemnified Party immediately available funds in an amount equal to such Direct Claim as determined hereunder.

Section 7.5 Survival. The representations and warranties made by the parties herein shall survive for eighteen (18) months following the Closing.

Section 7.6 Limitations.

(a) Basket. No Purchaser Indemnified Party may assert any claims against the Seller or the Seller, or either of them, under Section 7.2 unless and until the aggregate amount of all such claims under Section 7.2 exceeds [REDACTED] (the "Basket Amount"); thereafter, the Seller shall be responsible for payment of all claims under Section 7.2 in excess of the Basket Amount, subject to the limitation set forth in Section 7.6(b).

(b) General Cap. No Purchaser Indemnified Party may assert any additional claims for Losses pursuant to Section 7.2 (other than in respect of claims for fraud or willful misrepresentation) once the Sellers have paid to any or all Purchaser Indemnified Parties an aggregate of [REDACTED] pursuant to Section 7.2 (other than in respect of claims for fraud).

(c) Fraud. Notwithstanding anything to the contrary set forth in this Agreement, nothing in this Agreement shall limit the Liability of either Seller arising out of any fraud committed by such Seller.

Section 7.7 Investigations. The respective representations and warranties of the parties contained in this Agreement or any certificate or other document delivered by any party at or prior to the Closing and the rights to indemnification set forth in this Article 6 shall not be deemed waived or otherwise affected by any investigation made, or Knowledge acquired, by a party.

Section 7.8 Indemnification Sole Remedy for Monetary Damages. The indemnification provisions of this Article 6 shall be the parties' sole and exclusive remedy for any monetary claims arising under this Agreement.

Section 7.9 Purchase Price Adjustment. Any amount paid by Seller to a Purchaser Indemnified Party pursuant to this Article 6 shall be deemed a dollar for dollar reduction of the Purchase Price by such amount paid.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

### Section 8.1 Seller Representative.

(a) Greg LaSalle(the "Seller Representative") is hereby irrevocably appointed as representative, agent and attorney-in-fact for Seller, and each of them,(i) to give and receive notices and communications relating to the transactions and other matters contemplated by this Agreement or the Seller Related Agreements, including those relating to indemnification claims, (ii) to make decisions on behalf of Seller, and each of them, with respect to the transactions and other matters contemplated by this Agreement or the Seller Related Agreements, (B) indemnification claims, (C) amendments to this Agreement or the Seller Related Agreements and (D) the defense of third party suits that may be the subject of indemnification claims, and to negotiate, enter into settlements and compromises of, and demand litigation or arbitration with respect to such third party suits or claims by Purchaser for indemnification and (iii) to take other actions on behalf of Seller, or either of them, as contemplated by this Agreement or the Seller Related Agreements, including the exercise of all rights granted to Seller under this Agreement or the Seller Related Agreements.

(b) Seller agrees that (i) the provisions of this Section 8.1 are independent and severable, are irrevocable and coupled with an interest and shall be enforceable notwithstanding any rights or remedies Seller may have in connection with the transactions contemplated by this Agreement or the Seller Related Agreements, (ii) a remedy at law for any breach of the provisions of this Section 8.1 would be inadequate, and (iii) the provisions of this Section 8.1 shall be binding upon the successors and assigns of Seller.

(c) A decision, act, consent or instruction of Seller Representative relating to this Agreement or the Seller Related Agreements shall constitute a decision for Seller, and shall be final, binding and conclusive upon Seller, and Purchaser may rely upon any such decision, act, consent or instruction of Seller Representative as being the decision, act, consent or instruction of Seller.

Section 8.2 Further Assurances. Each party hereto shall execute and cause to be delivered to each other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request (prior to, at or after the Closing) for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

Section 8.3 Fees and Expenses. Each party to this Agreement shall bear and pay all fees, costs and expenses (including legal fees and accounting fees) that have been incurred or that are incurred by such party in connection with the transactions contemplated by this Agreement.

Section 8.4 Waiver; Amendment. Any agreement on the part of a party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such party, subject to Section 7.6. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to

be performed at a later time. This Agreement may not be amended, modified or supplemented except by written agreement of the parties.

Section 8.5 Entire Agreement. This Agreement, the Seller Related Agreements and the Purchaser Related Agreements constitute the entire agreement among the parties to this Agreement with respect to the subject matter hereof and thereof and supersedes all other prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof.

Section 8.6 Execution of Agreement; Counterparts; Electronic Signatures.

(a) This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts.

(b) The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

Section 8.7 Governing Law; Jurisdiction and Venue.

(a) This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of California (without giving effect to principles of conflicts of laws).

(b) Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced exclusively in any state or federal court located in the County of Los Angeles, State of California.

Section 8.8 Assignment and Successors. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other parties. This Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties.

Section 8.9 Parties in Interest. Except for the provisions of Article 6, none of the provisions of this Agreement is intended to provide any rights or remedies to any Person other than the parties hereto and their respective successors and assigns (if any).

Section 8.10 Notices. All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid), or (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment confirmed with a copy delivered as provided in clause (a), in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number, e-mail address or person as a party may designate by notice to the other parties):

(a) If to Seller, Selling Member and Seller Representative (on his own behalf and for the benefit of Seller):

Mova, LLC  
c/o MO2, LLC  
228 Del Rosa Way  
San Mateo, California 94403  
Attention: Greg LaSalle, Member  
Fax no.: \_\_\_\_\_  
E-mail address: g2@movacom

with a copy to (which copy shall not constitute notice):

Hopkins & Carley  
The Letitia Building  
70 S. First Street  
San Jose, California 95113  
Attention: Mark A. Heyl, Esq.  
Fax no.: (408) 938-6231  
E-mail address: mheyhl@hopkinscarley.com

(b) If to Purchaser:

Shenzhen Haitiecheng Science and Technology Co., Ltd.  
深圳市海铁城科技有限公司  
Attention: Ping Xiao  
Room C, 20 / F, Hangdu Building, No.1006, Huaifu Road, Futian District  
Shenzhen, P.R. China  
Fax no.: 0755-23957355  
E-mail address: xiao88@vip.163.com

Section 8.11 Construction: Usage.

(a) Interpretation. In this Agreement, unless a clear contrary intention appears:

(i) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

(ii) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(iii) reference to any Law means such Law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any Law means that provision of such Law from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision; and

(iv) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto.

(b) Legal Representation of the Parties. This Agreement was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

(c) Headings. The headings contained in this Agreement are for the convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

(d) Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with GAAP.

Section 8.12 Enforcement of Agreement. The parties acknowledge and agree that Purchaser would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement by Seller could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which Purchaser may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Agreement by a decree of specific performance and temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement, without posting any bond or other undertaking.

Section 8.13 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Section 8.14 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

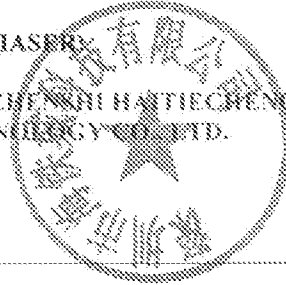
Section 8.15 Annexes, Schedules and Exhibits. The Annexes, Schedules and Exhibits (including Seller Disclosure Schedule) are hereby incorporated into this Agreement and are hereby made a part hereof as if set out in full herein.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties to this Asset Purchase Agreement have caused this Asset Purchase Agreement to be duly executed, as of the date first above written.

**PURCHASER:**

SHENZHEN HAITIECHENG SCIENCE AND  
TECHNOLOGY CO., LTD.



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

**MOVA:**

**MOVA, LLC**

By: \_\_\_\_\_  
Name: Greg LaSalle  
Title: Manager

**SELLING MEMBER:**

**MOZ, LLC**

By: \_\_\_\_\_  
Name: Greg LaSalle  
Title: Manager

IN WITNESS WHEREOF, the parties to this Asset Purchase Agreement have caused this Asset Purchase Agreement to be duly executed, as of the date first above written.

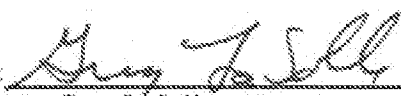
**PURCHASER:**

**SHENZHEN SHI HAITIECHENG SCIENCE AND  
TECHNOLOGY CO., LTD.**

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

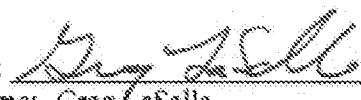
**MOVA:**

**MOVA, LLC**

By:  \_\_\_\_\_  
Name: Greg LaSalle  
Title: Manager

**SELLING MEMBER:**

**MO2, LLC**

By:  \_\_\_\_\_  
Name: Greg LaSalle  
Title: Manager



## ANNEX A DEFINITIONS

For purposes of this Agreement (including this Annex A):

“Acquisition Transaction” means any transaction or series of transactions involving (a) any merger, consolidation, share exchange, business combination, issuance of securities, direct or indirect acquisition of securities, recapitalization, tender offer, exchange offer or other similar transaction involving Seller; (b) any direct or indirect sale, lease, exchange, transfer, license, acquisition or disposition of a material portion of the business or assets of Seller; or (c) any liquidation or dissolution of Seller.

“Affiliate” means, with respect to any Person, any other Person, directly or indirectly, controlling, controlled by or under common control with such Person.

“Assumed Contracts” means those Seller Contracts identified on Schedule 1.3(b) hereto.

“Business Day” means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of Los Angeles, California.

“Closing” means the consummation of the purchase and sale of the Assets, as set forth in Article 5 of this Agreement.

“Closing Date” means the date on which the Closing occurs.

“Closing Date Liabilities” means any indebtedness of Seller as of the Closing Date with respect to (a) borrowed money, (b) notes payable, (c) capital leases, (d) installment sale Contracts or other Contracts relating to the deferred and unpaid purchase price of property or services, including any interest accrued thereon and prepayment or similar penalties and expenses, and (e) Excluded Liabilities of which Seller has Knowledge.

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

“Confidential Information” means any data or information concerning Seller (including trade secrets), without regard to form, regarding (for example and including) (a) business process models, (b) proprietary software, (c) research, development, products, services, marketing, selling, business plans, budgets, unpublished financial statements, licenses, prices, costs, Contracts, suppliers, customers, and customer lists, (d) the identity, skills and compensation of employees, contractors, and consultants, (e) specialized training or (f) discoveries, developments, trade secrets, processes, formulas, data, lists, and all other works of authorship, mask works, ideas, concepts, know-how, designs, and techniques, whether or not any of the foregoing is or are patentable, copyrightable, or registrable under any intellectual property Laws or industrial property Laws in the United States or elsewhere. Notwithstanding the foregoing, no data or information constitutes “Confidential Information” if such data or information is publicly known and in the public domain through means that do not involve a breach by Seller of any covenant or obligation set forth in this Agreement.

“Contract” means any written, oral or other agreement, contract, subcontract, lease, understanding, instrument, note, warranty, license, sublicense, insurance policy, benefit plan or legally binding commitment or undertaking of any nature, whether express or implied.

“Database” means any database of information and any and all data included therein, whether maintained in machine-readable form or otherwise, including the related Programming Code and Documentation.

"Documentation" means, with respect to a Software Program, Database or Web Site: (i) the Source Code (with comments), as well as any pertinent commentary or explanation prepared to render such materials understandable and usable by a trained computer programmer; (ii) any programs (including compilers), "workbenches", tools, and higher-level (or "proprietary") language necessary for the development, maintenance, and implementation of the Software Program, Database, or Web Site; and (iii) any and all prepared and deliverable manuals relating to the Software Program, Database, or Web Site, including all notes, flow charts, and programmer's or user's manuals.

"Domain Name" means the Internet address or Uniform Resource Locator for a particular Web Site.

"Effective Date" has the meaning ascribed to it in the introductory paragraph of this Agreement.

"Employee" means an employee of Seller.

"Encumbrance" means any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, claim, infringement, interference, option, right of first refusal, preemptive right, community property interest or restriction of any nature affecting property, real or personal, tangible or intangible, including any restriction on the voting of any security, any restriction on the transfer of any security or other asset, any restriction on the receipt of any income derived from any asset, any restriction on the use of any asset, any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset, any lease in the nature thereof and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statute of any jurisdiction).

"Entity" means any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

"Environmental Laws" means all applicable federal, state, municipal and local laws, statutes, ordinances, codes, orders, decrees, judgments or injunctions, and regulations rendered by, in or with any Governmental Body, department or administrative or regulatory agency relating to pollution, quality or protection of the environment or the presence, treatment, exposure to persons, generation, use, processing, release, remediation, storage, disposal, transport or handling of Hazardous Substances.

"GAAP" means United States generally accepted accounting principles as in effect from time to time.

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

"Governmental Body" means any (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature, (b) federal, state, local, municipal, foreign, supranational or other government or (c) governmental, self-regulatory or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or Entity and any court or other tribunal).

"Hazardous Substances" means any element, compound, chemical mixture, contaminant, pollutant material, waste or other substance which is regulated or defined as hazardous, radioactive or

toxic under any Environmental Law or the release of which is prohibited or materially restricted under any Environmental Law.

"Indemnified Party" means a Purchaser Indemnified Party or a Seller Indemnified Party.

"Intellectual Property" means all rights in intellectual property of any type throughout the world, including without limitation, all of the following and all rights, arising out of or associated therewith: (a) all patents, patent applications and patent disclosures, utility models and industrial design registrations and applications, including all reissues, divisions, renewals, extensions, reexaminations, provisionals, continuations and continuations-in-part thereof and reissue patent applications and patents issuing thereon; (b) registered and unregistered trademarks (including common law trademarks), service marks, trade names, service names, brand names, derivative brands, fictional or assumed names, all trade dress rights, logos, slogans, uniform resource locators, Internet domain names and corporate names and other source identifiers, whether or not registered, including all common law rights thereto, together with the goodwill associated with the foregoing, and applications, registrations and renewals thereof; (c) all copyrights, whether registered or common law, copyright registrations and applications therefor, works of authorship, mash-up work rights and all other rights corresponding thereto; (d) all trade secrets and confidential, technical and business information, including inventions, whether patentable or unpatentable, technology, know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, plans, technical data, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information; (e) all Software Programs, Databases, Web Sites, and Documentation, (f) advertising materials, copy, commercials, images and artwork; (g) other proprietary rights of any kind or nature; (h) moral rights with respect to any of the foregoing; (i) copies and tangible embodiments of all of the foregoing, in whatever form or medium, and records and documents whether in hard copy or electronic, relating to the foregoing; (j) any and all archives, assets, collectibles and chattels; (k) any and all customer lists and contact information, including email addresses; (l) any similar or equivalent rights to any of the foregoing, including all rights in any of the foregoing provided by international treaties or conventions; and (m) all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement, dilution, misappropriation, or other violation of any of the foregoing.

"IRS" means the United States Internal Revenue Service.

"Knowledge" An individual shall be deemed to have "Knowledge" of a particular fact or other matter if such individual is actually aware of such fact or other matter. Seller shall be deemed to have "Knowledge" of a particular fact or other matter if the Seller Representative has Knowledge of such fact or other matter. Purchaser shall be deemed to have "Knowledge" of a particular fact or other matter if any officer of Purchaser who has been involved in the transactions contemplated in this Agreement, as applicable, has Knowledge of such fact or other matter.

"Law" means any federal, state, local, municipal, foreign or international, multinational other law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body.

"Legal Proceeding" means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Body or any arbitrator or arbitration panel.

"Losses" means any and all claims, liabilities, obligations, damages, losses, penalties, fines, judgments, costs and expenses (including amounts paid in settlement, costs of investigation and attorney's fees and expenses), whenever arising or incurred, and whether arising out of a third party claim.

"Material Adverse Effect" means any state of facts, change, event, effect, occurrence or circumstance that, individually or in the aggregate (considered together with all other states of fact, changes, events, effects, occurrences or circumstances) has, has had or could reasonably be expected to have or give rise to a material adverse effect on (a) the business, financial condition, assets, liabilities, operations or financial performance of Seller or (b) the ability of Seller to consummate the transactions contemplated by this Agreement or to perform any of its or their obligations under this Agreement prior to the Termination Date.

"Mova Patents" means all patents and patent applications (including provisional applications) identified on the portion of the Seller IP Schedule entitled "Mova Patents".

"Permitted Encumbrance" means (a) Encumbrance for Taxes not yet due and payable (excluding Encumbrances arising under ERISA or Code Sections 412 or 430), and (b) Encumbrance of carriers, warehousemen, mechanics, materialmen and repairmen incurred in the ordinary course of business consistent with past practice and not yet delinquent.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, trust, Governmental Body or other organization.

"Programming Code" means computer programming code, including (i) the machine-readable form thereof ("Object Code"), (ii) the human-readable form thereof and related system documentation, including all comments and any procedural code ("Source Code"), and (iii) any modifications, revisions, or additions to either Object Code or Source Code, including all new releases, that improve functions, add new functions, improve performance, correct errors, support new releases of operating systems with which computer programming code is designed to operate, support new input/output devices, or provide any other incidental corrections or updates.

"Purchaser Charter Documents" means the articles of incorporation and bylaws, including all amendments thereto, of Purchaser.

"Purchaser Indemnified Parties" means Purchaser and its Affiliates, their respective officers, directors, employees, agents and representatives and the heirs, executors, successors and assigns of any of the foregoing.

"Purchaser Related Agreement" means any certificate, agreement, document or other instrument, other than this Agreement, to be executed and delivered by Purchaser in connection with the transactions contemplated hereby.

"Registered Intellectual Property" means all (a) patents and patent applications (including provisional applications), (b) registered trademarks and service marks, applications to register trademarks and service marks, intent-to-use applications, or other registrations or applications related to trademarks and/or service marks, (c) registered copyrights and applications for copyright registration, (d) domain name registrations and (e) any other Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued, filed with, or recorded with or by any Governmental Body.

"Related Party" means (a) each individual who is, or who has at any time been, a shareholder of Seller, (b) each member of the immediate family of each of the individuals referred to in clause (a) above and (c) any trust or other Entity (other than Seller) in which any one of the individuals referred to in

clauses (a) and (b) above holds (or in which more than one of such individuals collectively hold), beneficially or otherwise, a material voting, proprietary, equity or other financial interest.

"Representatives" means, with respect to a Person, the officers, directors, employees, agents, attorneys, accountants, advisors and representatives of such Person.

"Seller Contract" means any Contract, including any amendment or supplement thereto, (a) to which Seller is a party, (b) by which Seller or any of its respective assets is or may become bound or under which Seller has, or may become subject to, any obligation or (c) under which Seller has or may acquire any right or interest.

"Seller Disclosure Schedule" means the disclosure schedule (dated as of the date of the Agreement) delivered to Purchaser on behalf of Seller on the date of the Agreement, if required..

"Seller Indemnified Parties" means each of Seller and its Affiliates, and their respective officers, directors, member, manager, employees, agents and representatives and the heirs, executors, successors and assigns of any of the foregoing, including, specifically, Greg LaSalle.

"Seller Intellectual Property" means all Intellectual Property that is owned by Seller, or either of them, or used by Seller, or either of them, in connection with its business.

"Seller Registered Intellectual Property" means all of the Registered Intellectual Property owned by or filed in the name of Seller or Selling Member.

"Seller Related Agreement" means any certificate, agreement, document or other instrument, other than this Agreement, to be executed and delivered by Seller in connection with the transactions contemplated hereby.

"Software Program" means any computer software program or tool, including, without limitation, operating systems and specifications, scripts, data, databases, files, Documentation and other materials relating thereto, together with any error corrections, updates, modifications, or enhancements thereto, in both machine-readable form and human-readable form, including all Programming Code therefor, any comments thereon and any procedural code related thereto.

"Specifically Excluded Liabilities" shall have the meaning set forth in Section 1.4.

"Subsidiary" means any Entity shall be deemed to be a "Subsidiary" of another Person if such Person directly or indirectly (a) has the power to direct the management or policies of such Entity or (b) owns, beneficially or of record, (i) an amount of voting securities or other interests in such Entity that is sufficient to enable such Person to elect at least a majority of the members of such Entity's board of directors or other governing body, or (ii) at least 50% of the outstanding equity or financial interests of such Entity.

"Tax" means any (a) tax (including income, franchise, business, corporate, capital, excise, gross receipts, ad valorem, property, sales, use, turnover, value added, stamp and transfer taxes), deduction, withholding, levy, charge, assessment, tariff, duty, impost, deficiency or other fee of any kind imposed by any Governmental Body, (b) all interest, penalties, fines, additions to tax or additional amounts imposed by any Governmental Body in connection with any item described in clause (a) or for failure to file any Tax Return, (c) any successor or transferee liability in respect of any items described in clauses (a) and/or (b) under Treasury Regulation 1502-6 (or any similar provision of state, local or foreign Law) and (d) any amounts payable under any tax sharing agreement or other contractual arrangement.

“Tax Return” means any return (including any information return), report, statement, declaration, estimate, schedule, notice, notification, form, election, certificate or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any Law relating to any Tax.

“Termination Date” means the date prior to the Closing on which this Agreement is terminated in accordance with Article 5.

“Treasury Regulations” means the temporary and final income Tax regulations promulgated under the Code.

“Web Site” means a home or locations on the World Wide Web and all of the Web pages and text, audio, video and other dynamic and/or static materials associated with such home or location, including Hypertext Markup Language, Java, JavaScript, Flash, Structured Query Language, graphics, “look and feel”, related Programming Code and Documentation, and all Domain Names related thereto.

**EXHIBIT A**  
**BILL OF SALE AND ASSIGNMENT**

See attached.

## BILL OF SALE AND ASSIGNMENT

BILL OF SALE AND ASSIGNMENT, dated as of May 8, 2013, from Mova, LLC, a California limited liability corporation ("Seller") and MO2, LLC, a California limited liability corporation ("Selling Member"), to Shenzhen Hai Tie Cheng Science and Technology Co., Ltd. (深圳市海铁城科技有限公司), a corporation chartered in the People's Republic of China (the "Company"). For good and valuable consideration issued to Seller, receipt of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, dated as of the date hereof, among Seller, Selling Member and the Company (the "Asset Purchase Agreement"). Capitalized terms used and not otherwise defined herein have the same meaning given such terms in the Asset Purchase Agreement), Seller by these presents does hereby agree as follows:

1. Sale and Assignment of Assets and Properties. Seller and Selling Member does hereby sell, assign, transfer convey, grant bargain, set over, release, deliver and confirm unto the Company, its successors and assigns, forever, the entire right, title and interest in and to all of the assets set forth on Schedule A hereto (the "Acquired Assets").

2. Assets and Properties NOT Sold and Assigned. The following are specifically excepted from the Acquired Assets sold and assigned to the Company pursuant to Section 1 of this Bill of Sale and Assignment (the "Excluded Assets"):

- (a) cash, cash equivalents and marketable securities and all rights to any bank accounts;
  - (b) accounts receivable of Seller;
  - (c) all insurance proceeds and insurance awards receivable with respect to any of the Assets which arise from or relate to events occurring prior to or on the Closing Date;
  - (d) right to Tax refunds;
  - (e) Seller Charter Documents;
  - (f) any Contracts to which Seller is a party which are not Assumed Contracts;
- and,
- (g) the rights that accrue to Seller hereunder.

3. Power of Attorney. Seller and Selling Member hereby irrevocably designates and appoints the Company and its duly authorized agents as each of their agent and attorney-in-fact, to act for and in its behalf, without expense to or liability of either Seller or Selling Member, solely to execute and file any and all such documents and to do all other lawfully permitted acts to accomplish the complete and exclusive transfer of all Seller Intellectual Property, such appointment to become effective immediately and automatically without further action by Seller or Selling Member. Seller and Selling Member acknowledge that the foregoing powers are coupled with an interest and shall be irrevocable by it or upon its subsequent dissolution or in any manner or for any reason. The Company shall be entitled to retain for its own account any



amounts collected pursuant to the foregoing powers, including any amounts payable as interest with respect thereto. Seller and Selling Member shall from time to time pay to the Company, when received, any amounts which shall be received directly or indirectly by Seller or Selling Member (including amounts received as interest) in respect of any Acquired Assets sold, assigned or transferred to the Company pursuant hereto.

4. Obligations and Liabilities Not Assumed. Nothing expressed or implied in this Bill of Sale and Assignment shall be deemed to be an assumption by the Company of any Liabilities of Seller or Selling Member. The terms and provisions of the assumption of Liabilities by the Company are set forth in the Asset Purchase Agreement.

5. No Rights in Third Parties. Nothing expressed or implied in this Bill of Sale and Assignment is intended to confer upon any person or entity, other than the Company, Seller, Selling Member and their respective successors and assigns, any rights, remedies, obligations or Liabilities under or by reason of this Bill of Sale and Assignment.

6. Effect on Agreement. Nothing in this Bill of Sale and Assignment is intended to modify, amend, or alter in any respect the rights and obligations of the parties under the Asset Purchase Agreement, which shall remain in full force and effect notwithstanding the execution and delivery of this Bill of Sale and Assignment.

7. Further Assurances. Seller and Selling Member agree to take or cause to be taken such further action to execute, deliver and file or cause to be executed, delivered and filed, such further documents and instruments as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of this Bill of Sale and Assignment.

8. Successors and Assigns. This Bill of Sale and Assignment shall bind and inure to the benefit of Seller, Selling Member and the Company and their respective successors and assigns.

9. Governing Law. This Bill of Sale and Assignment shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts executed and to be performed entirely within the State of California.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale and Assignment to be executed as of the date first written above by its officer thereunto duly authorized.

MOVA, LLC.

MO2, LLC.

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

Name: Greg LaSalle  
Title: Member of MO2, LLC

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

Name: Greg LaSalle  
Title: Member

## SCHEDULE A TO BILL OF SALE AND ASSIGNMENT

### (Acquired Assets)

- (a) the Assumed Contracts;
- (b) all Software Programs;
- (c) all Seller Intellectual Property;
- (d) all causes of action, lawsuits, judgments, claims and demands of any nature, whether arising by way of counterclaim or otherwise related directly or indirectly to the Assets;
- (e) all express or implied guarantees, warranties, representations, covenants, indemnities and similar rights from third parties related to the Assets;
- (f) all Governmental Authorizations related to the Assets that are transferrable to Purchaser;
- (g) all information, files, correspondence, records, data, plans, reports and recorded knowledge, including customer, supplier, price and mailing lists, and all accounting or other books and records of Seller, in whatever media retained or stored;
- (h) the materials and equipment, including the Mova Production Assets listed on Schedule 3.9 of the Asset Purchase Agreement; and
- (i) trade names, trademarks, service marks, trade dress, and logos, Internet domain names, and all registrations of and applications to register any of the foregoing.

SCHEDULE 3.10  
SELLER IP SCHEDULE

*See attached.*

# Mova Patents

Serial Number	FILE NO.	TITLE	STATUS
10942,413	8346P308	APPARATUS AND METHOD FOR CAPTURING THE EXPRESSION OF A PERFORMER	Issued
11406,954	8346P309	APPARATUS AND METHOD FOR IMPROVING MARKER IDENTIFICATION WITHIN A MOTION CAPTURE SYSTEM - PCT	Issued
11407,628	8346P310	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION	Issued
20453,4627	8346P310A1	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION - AUSTRALIA	Issued
2319737	8346P310CA	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION - CANADA	Pending
20030630846.9	8346P310CN	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION - CHINA	Issued
5801015	8346P310EP	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION - EPO	Issued
71625976	8346P310HK	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION - HONG KONG	Issued
1526161ENP/2007	8346P310IN	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION - INDIA	Pending
20080506496	8346P310JP	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION - JAPAN	Issued
2867,508674	8346P310KR	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION - KOREA	Issued
553106	8346P310NZ	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING SHUTTER SYNCHRONIZATION - NEW ZEALAND	Issued
11255,854	8346P311	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING A RANDOM PATTERN ON CAPTURE SURFACES	Pending
2562657	8346P311CA	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING A RANDOM PATTERN ON CAPTURE SURFACES - CANADA	Pending
6421767.5	8346P311EP	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING A RANDOM PATTERN ON CAPTURE SURFACES - EPO	Pending
7111729.2	8346P311HK	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING A RANDOM PATTERN ON CAPTURE SURFACES - HONG KONG	Pending
350347	8346P311NZ	APPARATUS AND METHOD FOR PERFORMING MOTION CAPTURE USING A RANDOM PATTERN ON CAPTURE SURFACES - NEW ZEALAND	Issued
11649,127	8346P312	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE USING PHOSPHOR APPLICATION TECHNIQUES	Issued
2657309	8346P313CA	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE USING PHOSPHOR APPLICATION TECHNIQUES	Pending
9108507.1	8346P313HK	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE USING PHOSPHOR APPLICATION TECHNIQUES	Pending
11649,043	8346P31b	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE BY STROBING A FLUORESCENT LAMP	Pending
11649,131	8346P317	SYSTEM AND METHOD FOR THREE DIMENSIONAL CAPTURE OF STOP-MOTION ANIMATED CHARACTERS	Issued
11688,377	8346P315	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION	Issued
2007281536	8346P318AU	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION - AUSTRALIA	Pending
2659572	8346P318CA	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION - CANADA	Pending
200706035751.40	8346P318CN	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION - CHINA	Pending
7836403.1	8346P318EP	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION - EPO	Pending
10401176.2	8346P318HK	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION - HONG KONG	Issued
200702092069	8346P318IN	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION - INDIA	Pending
209952286.1	8346P318JP	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION - JAPAN	Pending
1020097604437	8346P318KR	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION - KOREA	Pending
574594	8346P318NZ	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION - NEW ZEALAND	Issued
397473	8346P318NZD	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION - NEW ZEALAND	Pending
2010256310	8346P364XAU	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION WITH TRANSPARENT MAKEUP - AUSTRALIA	Pending
2,764,147	8346P364XCA	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION WITH TRANSPARENT MAKEUP - CANADA	Pending
10764126.4	8346P364XEP	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION WITH TRANSPARENT MAKEUP - EPO	Pending
397097	8346P364XNZ	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION WITH TRANSPARENT MAKEUP - NEW ZEALAND	Pending
PCT/US2010/037318	8346P364XNCT	SYSTEM AND METHOD FOR PERFORMING MOTION CAPTURE AND IMAGE RECONSTRUCTION WITH TRANSPARENT MAKEUP - PCT	Pending

Confidential

# CONTOUR and MOVA Trademarks

<u>MuFo Matter Number</u>	<u>Mark/Serial Number/Registration Number/Applicant</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
65842-6003.001	CONTOUR Serial No: 78/981,021 Reg. No: 3,628,974  Mova, LLC	United States of America	Class 41: Visual effects and motion picture production services, all in the field of entertainment; entertainment services, namely, special effects, visual effects and animation services featuring motion capture for translating movement of a real subject and mapping such movement onto a 3-dimensional computer-generated model or as a computer-generated subject	Registered App Date: 05/04/2006 Reg Date: 05/26/2009  Section 8 & 15 Due: 05/26/2015
65842-6003.100	CONTOUR Serial No: 1144177 Reg. No: 1144177  Mova, LLC	Australia	Class 09: Computer hardware for processing motion capture data, supporting motion capture systems, and displaying related information and imagery; computer software for processing motion capture data; motion capture software and hardware systems consisting of motion capture cameras, connected to a computing means running software for processing data captured by motion capture cameras, all sold as a unit; theatrical lighting controllers Class 11: Theatrical lighting fixtures  Class 35: Casting services Class 41: Motion capture services, visual effects and motion picture production services, all in the field of entertainment	Registered App Date: 11/01/2006 Reg Date: 08/06/2007  Renewal Due: 11/01/2016

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<u>MoFo Matter Number</u>	<u>Mark/Serial Number/Registration Number/Applicant</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
65842-6003.102	CONTOUR Serial No: 005431267 Reg. No: 005431267  Mova, LLC	European Community*	Class 09: Computer hardware for processing motion capture data, supporting motion capture systems, and displaying related information and imagery; computer software for processing motion capture data; motion capture software and hardware systems consisting of motion capture cameras, connected to a computing means running software for processing data captured by motion capture cameras, all sold as a unit; theatrical lighting controllers; microphones and digital audio recorders Class 11: Theatrical lighting fixtures Class 41: Motion capture services, casting services, and casting support services, visual effects and motion picture production services, all in the field of entertainment Class 42: Rental of hardware and software, licensing of hardware and software, all for use in the field of entertainment	Registered App Date: 11/01/2006 Reg Date: 01/14/2008  Renewal Due: 11/01/2016
65842-6003.103	CONTOUR Serial No: 2006101795 Reg. No: 5141949  Mova, LLC	Japan	Class 09: Computer hardware for processing motion capture data, supporting motion capture systems, and displaying related information and imagery; computer software for processing motion capture data; theatrical lighting controllers and their parts and fittings; microphones and digital audio recorders; arcade video game machines; consumer video games; electronic circuits and CD-ROMs recorded programs for handheld games with liquid crystal displays; computer software; telecommunication machines and apparatus; electronic machines, apparatus and their parts Class 11: Theatrical lighting fixtures	Registered App Date: 11/01/2006 Reg Date: 06/20/2008  Renewal Due: 06/20/2018

Confidential

<u>MoFo Matter Number</u>	<u>Mark/Serial Number/Registration Number/Applicant</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
			Class 41: Photographing of motion pictures, electronic image data processing of motion pictures, digital imaging services, all in the field of entertainment; movie film production; direction of making radio or television programs; art exhibitions; planning arrangement of showing movies, shows, plays or musical performances; presentation of live show performances; direction or presentation of plays; presentation of musical performances; operation of video equipment or audio equipment etc., for production of radio or television programs; providing audio or video studios; providing facilities for movies, shows, plays, music or educational training; rental of cinematographic machines and apparatus; rental of amusement machine and apparatus; rental of game machines and apparatus; rental of cameras; rental of optical machines and instruments; photography.	
65842-6003.104	CONTOUR Serial No: 758134 Reg. No: 758134  Mova, LLC	New Zealand	Class 09: Computer hardware for processing motion capture data, supporting motion capture systems, and displaying related information and imagery; computer software for processing motion capture data; motion capture software and hardware systems including motion capture cameras and software and hardware for managing the synchronisation between strobe timing on lighting fixtures and shutter speed on cameras, all sold as a unit; theatrical lighting controllers; microphones and digital audio recorders  Class 41: Motion capture services, visual effects and motion picture production services, all in the field of entertainment	Registered App Date: 11/01/2006 Reg Date: 12/11/2008  Renewal Due: 05/04/2016

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<u>MoFA Matter Number</u>	<u>Mark/Serial Number/Registration Number/Applicant</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
65842-6003.105	CONTOUR Serial No: 20063956 Reg. No: 22953  Mova, LLC	Republic of Korea	Class 09: Computer hardware for processing motion capture data; computer hardware for supporting motion capture systems; computer hardware for displaying related information and imagery; computer software for processing motion capture data; motion capture software and hardware systems consisting of motion capture cameras, connected to a computing means running software for processing data captured by motion capture cameras, all sold as a unit; lighting controllers; microphones Class 11: Theatrical lighting fixtures Class 41: Motion capture services in the field of entertainment; casting services in the field of entertainment; casting support services in the field of entertainment; visual effects production services in the field of entertainment; motion picture production services in the field of entertainment	Registered App Date: 11/02/2006 Reg Date: 04/15/2008  Renewal Due: 04/15/2018
65842-6005.000	MOVA Serial No: 78/597,127 Reg. No: 3,641,201  Mova, LLC	United States of America	Class 25: Clothing, namely, t-shirts, hats	Registered App Date: 03/29/2005 Reg Date: 06/16/2009  Section 8 & 15 Due: 06/16/2015
65842-6005.001	MOVA Serial No: 78/978,085 Reg. No: 3,235,412  Mova, LLC	United States of America	Class 25: Clothing, namely, jackets	Registered App Date: 03/29/2005 Reg Date: 04/24/2007  Section 8 & 15 Due: 04/24/2013

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<u>MoFo Matter Number</u>	<u>Mark/Serial Number/Registration Number/Applicant</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
65842-6005.002	MOVA Serial No: 78/599,227 Reg. No: 3,843,152  Mova, LLC	United States of America	Class 42: Rental of computer hardware and software for use in the field of entertainment	Registered App Date: 03/31/2005 Reg Date: 08/31/2010  Section 8 & 15 Due: 08/31/2016
65842-6005.003	MOVA Serial No: 78/977,072 Reg. No: 3,261,205  Mova, LLC	United States of America	Class 41: Entertainment services, namely, special effects animation services for film and video featuring motion capture for translating movement of a real subject and mapping such movement onto or as a computer generated subject, preparation of special visual effects, and motion picture production services	Registered App Date: 03/31/2005 Reg Date: 07/10/2007  Section 8 & 15 Due: 07/10/2013
65842-6005.004	MOVA Serial No: 77/922,936 Reg. No:  Mova, LLC	United States of America	Class 09: Computer hardware for processing motion picture data, supporting motion capture systems and displaying related information and imagery; computer software for processing motion picture data, supporting motion capture systems and displaying related information and imagery; computer software for image processing of 2D and 3D images; motion capture software and hardware systems consisting of motion capture cameras connected to a computing means running software for processing data captured by motion capture cameras, all sold as a unit; computer hardware and software for use in creating special effects Class 42: Rental of computer hardware and software for use in motion capture and creation of special effects Class 45: Licensing of computer hardware and software for motion capture and creation of special effects	Allowed - Intent to Use App Date: 01/28/2010 Reg Date:  Statement of Use Due/EOT4: 02/22/2013

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<u>MoFo Matter Number</u>	<u>Mark/Serial Number/Registration Number/Applicant</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
65842-6005.101	MOVA Serial No: 004593596 Reg. No: 004593596  Mova, LLC	European Community*	Class 09: Motion capture hardware; motion capture software Class 41: Motion capture services, casting services, and casting support services, visual effects and motion picture production services, all in the field of entertainment Class 42: Rental of hardware and software; licensing of hardware and software all for use in the field of entertainment	Registered App Date: 09/15/2005 Reg Date: 06/01/2007  Renewal Due: 09/15/2015
65842-6005.102	MOVA Serial No: 2005087983 Reg. No: 5009820  Mova, LLC	Japan	Class 35: Referral of actors; business management of actors Class 41: Photographing of motion pictures, electronic image data processing of motion pictures, digital imaging services, all for motion capture, all in the field of entertainment Class 42: Agencies or brokerage for licensing of industrial property regarding computer hardware and other equipment all for use in the field of entertainment; agencies or brokerage for copyright licensing regarding computer software all for use in the field of entertainment	Registered App Date: 09/20/2005 Reg Date: 12/08/2006  Renewal Due: 12/08/2016

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# MOVA Domain Names

moval.co  
moval.com  
moval.net  
moval.xxx-block  
movalcontour.com  
movalcontour.net  
movalcontour.org  
movalcontour.tv

realitycapture.com  
realitycapture.cnet  
realitycapture.org  
realitycapture.tv

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# Mova Software

## **Capture:**

ContourCapture – Camera, lighting synchronization and image acquisition software.

## **Calibration:**

Rawtodots – Converts calibration object images to calibration dot file format.

Bicalibrate – Creates camera position files.

## **Reconstruction:**

Multimesh – Creates triangulated point cloud data from 2 or more camera image files

Threadmesh - Creates triangulated point cloud data from 2 camera image files.

Stitch – Creates a single composite triangulated point cloud from Multimesh outputs.

Texturise – Projects UVs onto a Stitch from a particular camera view.

## **Data Tracking:**

Vertrax – Generates temporally coherent data points from Stitches.

Meshedit – UI for viewing, manipulating and modifying tracked data points.

Stabilize – Removes gross head motion.

Meshfilter – Noise reduction filter

Shrinkwrap – Conforms tracked data points along their normal to the Stitch surface.

Tween – Blends position of vertices between two .obj sequences.

## **Miscellaneous:**

Composite – Creates a composite texture file from camera images.

RawEdit – Modifies camera data files

Pos Parser – Maya plug-in for recreating capture camera setup from camera position files.

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EXHIBIT B  
PATENT ASSIGNMENT  
5 PAGES

## PATENT ASSIGNMENT

**THIS PATENT ASSIGNMENT** (this "Assignment") is made and entered into as of May 8, 2013, between Mova, LLC, a California limited liability corporation ("Assignor"), and Shenzhenshi Haitiecheng Science and Technology Co., a corporation chartered in the People's Republic of China ("Assignee"). All capitalized terms not defined herein shall have the definitions assigned to them in the Asset Purchase Agreement (defined below).

**WHEREAS**, Assignor owns all right, title, and interest in, to, and under the United States and foreign patents and patent applications listed in the schedule attached hereto (the "Patents"), including all inventions disclosed and/or claimed in said Patents;

**WHEREAS**, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"); and

**WHEREAS**, as contemplated by Section 1.1 of the Asset Purchase Agreement, Assignor desires to transfer to Assignee all of its right, title and interest in and to all intellectual property and associated rights comprising and related to the Business, including the Patents, and Assignee desires to assume all rights with regard thereto.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor does hereby sell, assign, set over and transfer unto Assignee, its successors, legal representatives or assigns, the entire right, title and interest in and to the Patents, including all priority rights under applicable international, multilateral and bilateral treaties and conventions; in and to all inventions disclosed and/or claimed in each Patent; in and to any other patents and patent applications which claim priority from each Patent, including but, not limited to, all counterparts, equivalents, continuations, continuations-in-part, divisions, additions, substitutes, reissues, reexaminations, extensions, renewals, reinstatements and restorations of said Patent; and in and to any and all patents obtained on each Patent; all of the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, legal representatives or assigns, for the full terms for which said patents have been or will be granted.

Assignor does hereby sell, assign, set over and transfer unto Assignee and its successors, legal representatives or assigns, the right and power to sue and recover for all past, present and future infringement of said patents and patent applications in the United States and all foreign countries, including the right to retain for its own exclusive use and enjoyment all proceeds and other recovery from such infringement suits.

Assignee is hereby authorized to make application for and to receive Letters Patent for said inventions in any countries at its election. The Assistant Commissioner for Patents is hereby authorized and requested to issue any and all Letters Patent of the United States for said

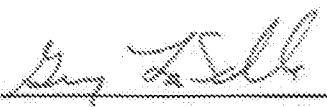
inventions to said Assignee. And by this covenant the Assignor agrees to execute or procure any further necessary assurance of its title to said inventions, patents and patent applications; and at any time, upon the request and at the expense of said Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect Assignee's rights to said inventions, patents and patent applications in Assignee, its successors, assigns or other legal representatives; and upon the request and at the expense of said Assignee, will execute any additional applications for patents for said inventions, or any part or parts thereof, and for the reissue of any Letters Patents to be granted therefor; and will make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of said Assignee, its successors, assigns, or other legal representatives. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same assignment.

[Signature page follows]

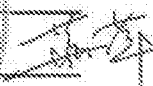
\* \* \*


IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the first written above having fully read the above and fully understanding the contents and/or provisions thereof.

MOVA, LLC

By:   
Name: Gray LaSalle  
Title: CEO

SHENZHENSHI HAITIECHENG  
SCIENCE AND TECHNOLOGY CO.,  
LTD.

By:   
Name:   
Title:





**Schedule to Patent Assignment**

**ATTACHED**

[illegible]

**RECORDED: 02/08/2016**

REEL: 037766 FRAME: 0322