

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4013614

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
MOCANA CORPORATION		03/29/2016
RECEIVING PARTY DATA		
Name:	BLUE CEDAR NETWORKS, INC.	
Street Address:	20 CALIFORNIA STREET, 4TH FLOOR	
City:	SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94111	
PROPERTY NUMBERS Total: 18		
Property Type	Number	
Patent Number:	8549656	
Patent Number:	8893298	
Patent Number:	8990920	
Patent Number:	8955142	
Patent Number:	8812868	
Patent Number:	8769305	
Patent Number:	8997208	
Patent Number:	9306933	
Application Number:	14488994	
Application Number:	14592711	
Application Number:	14683895	
Application Number:	14683919	
Application Number:	14697873	
Application Number:	14223766	
Patent Number:	9396325	
Application Number:	14046687	
Patent Number:	9305163	
Application Number:	14279971	
CORRESPONDENCE DATA		

Fax Number: (408)228-3739

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 510-900-9501

Email: docket@kwanip.com

Correspondent Name: KWAN & OLYNICK LLP

Address Line 1: 2000 HEARST AVENUE, STE. 305

Address Line 4: BERKELEY, CALIFORNIA 94709

NAME OF SUBMITTER:	AMBER LUNDY
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SIGNATURE:	/Amber Lundy/
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DATE SIGNED:	08/18/2016
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Total Attachments: 27

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CONTRIBUTION AGREEMENT

BY AND BETWEEN

MOCANA CORPORATION

AND

BLUE CEDAR NETWORKS, INC.

DATED AS OF:

MARCH 29, 2016

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this “**Agreement**”) is made and entered into as of March 29, 2016 (the “**Agreement Date**”) by and between Blue Cedar Networks, Inc., a Delaware corporation (the “**Company**”) and Mocana Corporation, a Delaware corporation (“**Seller**”).

RECITALS

A. WHEREAS, Seller is engaged in the business of securing and securely connecting corporate applications, in accordance with applicable policies (the “**Business**”);

B. WHEREAS, Seller has developed or acquired certain intellectual property and other assets in the operation of the Business;

C. WHEREAS, upon the terms and conditions set forth herein, the Company desires to acquire the Business from Seller, and Seller desires to contribute and transfer the Business to the Company, which includes the Transferred Assets (as defined in Section 2.1 below), and in connection therewith the Company is willing to assume the Assumed Liabilities (as defined in Section 2.2 below) (the “**Acquisition**”) upon the terms and subject to the conditions set forth in this Agreement;

D. WHEREAS, in connection with the Acquisition, the Company has delivered to each of the employees of Seller listed on **Schedule C**, and certain of such employees have accepted the terms of, an Employment Offer Letter substantially in the form attached hereto as **Exhibit C** (the “**Employment Offer Letters**”) and the Company’s standard form of Proprietary Information and Inventions Assignment Agreement in the form attached hereto as **Exhibit D** (the “**PIIAs**”), which Employment Offer Letters and PIIAs shall become effective as of the Closing Date (such employees who have accepted or will accept such terms on or prior to March 29, 2016 are hereinafter referred to as “**Transferred Employees**”); and

E. WHEREAS, the Company and Seller desire to make certain representations, warranties, covenants and agreements in connection with the Acquisition and to prescribe various related agreements and covenants.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1 CERTAIN DEFINITIONS

As used in this Agreement, certain terms shall have the meanings set forth in **Annex A** hereto. Other capitalized terms defined elsewhere in this Agreement and not defined in this Article 1 shall have the meanings assigned to such terms in this Agreement.

ARTICLE 2
PURCHASE AND SALE OF TRANSFERRED ASSETS

2.1 Purchase and Sale of Transferred Assets.

(a) Subject to the terms and conditions set forth in this Agreement, at the Closing and as of the Closing Date, Seller shall sell, transfer, convey, assign and deliver to the Company, and the Company shall purchase and acquire, all of Seller's right, title and interest in, to and under each of the Transferred Assets. For purposes of this Agreement, "**Transferred Assets**" means all of Seller's right, title and interest in, to and under the following assets, rights, claims and properties (other than Excluded Assets), all of which are exclusively used (as of the date hereof) or held for use in, for, or in connection with conduct or operation of the Business:

(i) Except as set forth in Section 2.1(b)(ii), all Intellectual Property Rights and Technology of Seller exclusively used in the Business by Seller (the "**Transferred Intellectual Property**"), including, but not limited to:

A. all of the Patents identified on Schedule A(1) and all files related thereto (collectively, the "**Transferred Patents**");

B. All of the trademarks, trademark applications, trade names, service marks, service mark applications and domain names identified on Schedule A(2) (collectively, the "**Transferred Trademarks**"); and

C. Certain code identified on Schedule A(3);

(ii) All the inventory of the Business identified on Schedule A(4);

(iii) Certain Fixed Assets used by the Company as identified on Schedule A(5);

(iv) all claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind, pertaining to or arising out of the Transferred Assets or Assumed Liabilities (except for those rights of Seller or any of its respective Affiliates arising out of actions or failures to act prior to the Closing by any third party prior to the Closing Date), including any rights and remedies Seller or any Affiliate of Seller may have resulting from any present or future infringement of any Transferred Asset by any other Person, whether or not Seller or any such Affiliate of Seller is aware of such infringement;

(v) all contacts and prospects listed in Seller's Salesforce.com database and any similar customer databases and materials, which exclusively relate to the Business;

(vi) the contracts specifically set forth on Schedule A(6) hereto (the "**Assumed Contracts**"); and

(vii) all Governmental Permits set forth on Schedule A(7) hereto to the extent transferable.

(b) Notwithstanding anything herein to the contrary, the Transferred Assets shall not include, and the Company shall not purchase or acquire pursuant to this Agreement or the transactions contemplated hereby or otherwise, any assets other than the Transferred Assets. In particular, the following

assets, rights and properties of Seller are specifically excluded from the Transferred Assets and shall be retained by Seller:

(i) the accounts receivable of the Business as of the Closing; provided, however that the Company will have the right to deal directly with the customers with accounts receivable balances and to remit any such accounts receivable payments received by the Company to Seller as provided in Section 2.5(b);

(ii) all Intellectual Property Rights and Technology of Seller licensed to the Company under Section 3 of the License Agreement; and

(iii) any tax refunds, credits or similar benefits relating to the Transferred Assets or the Business;

The assets retained by Seller and its subsidiaries and affiliates pursuant to this Section 2.1(b) are referred to herein as the “**Excluded Assets**.”

2.2 Assumption of Liabilities. Subject to the terms and conditions set forth in this Agreement, at the Closing and as of the Closing Date, the Company shall assume and thereafter pay, perform, satisfy and discharge only the following obligations and Liabilities of Seller to the extent that they are to be performed on or after the date hereof (collectively, the “**Assumed Liabilities**”):

(a) any customer refunds related to the Business (“**Customer Refunds**”), whether accruing before or after the Closing;

(b) the Liabilities and obligations of Seller under the Assumed Contracts (excluding any Liability or obligation for any breach or nonperformance thereof arising out of or related to events or occurrences prior to the Closing);

(c) any claim or Liability, except for claims or Liability the basis for which is known to Seller as of the Closing Date, arising from the infringement or alleged infringement of third party intellectual property rights as a result of the conduct of the Business or the use of Seller’s Intellectual Property by Seller or any of its subsidiaries or affiliates prior to the Closing Date; and

(d) any accounts payable and other Liabilities of the Business arising after the Closing.

2.3 Excluded Liabilities.

(a) Notwithstanding anything set forth in this Agreement or other documents referred to herein, the Company shall not assume pursuant to this Agreement or the transactions contemplated hereby or otherwise any Liabilities of Seller or any of Seller’s affiliates other than the Assumed Liabilities, and Seller and its subsidiaries or other affiliates shall retain all such other Liabilities, including, without limitation:

(i) Liabilities related to or arising out of the Excluded Assets;

(ii) Liabilities relating to the Transferred Employees or any other employee existing on or prior to the Closing Date, whether or not arising under or in respect of any employee benefit plan of Seller (including, without limitation, accrued vacation, paid time off and severance payments triggered as of or prior to the Closing Date);

(iii) Liabilities of Seller or any affiliate of Seller for any Pre-Closing Taxes and for any and all Taxes resulting from the consummation of the Acquisition and the other transactions contemplated hereby;

(iv) Except for the Liabilities included in Section 2.2(c), Liabilities related to any litigation involving the Transferred Assets arising as a result of the conduct of the Business or use of any Transferred Assets by Seller or its affiliates on or prior to the Closing Date;

(v) Liabilities under or relating to Environmental Laws incurred in connection with the operation of the Business on or prior to the Closing Date;

(vi) Liabilities of Seller or its affiliates to any broker, finder or agent for any investment banking or brokerage fees, finder's fees or commission with respect to the transactions contemplated by this Agreement;

(vii) Liabilities set forth on Schedule B;

(viii) accounts payable and accrued liabilities of Seller as of the Closing Date; and

(ix) any other Liabilities, other than the Assumed Liabilities, relating to the Transferred Assets arising out of the operation or ownership of the Business, prior to or as of the Closing Date regardless of when such Liabilities are known by a Person.

The Liabilities retained by Seller and its subsidiaries and affiliates pursuant to this Section 2.2(a) are referred to herein as the "**Excluded Liabilities**."

(b) The Company covenants and agrees with Seller that the Company shall be solely responsible for payment of the Assumed Liabilities effective as of the Closing. Seller covenants and agrees with the Company that Seller shall be solely responsible for the payment of all Excluded Liabilities.

(c) For avoidance of doubt, (i) the Company is not assuming any obligations or Liabilities under any options, warrants or any other direct or indirect rights to acquire shares of Seller's capital stock and the Company shall not be required to substitute any equivalent option, warrant or right for any such equity interest and (ii) the Company is not acquiring any of the equity interests in any subsidiary of Seller.

2.4 Sale of Transferred Assets and Assumption of Assumed Contracts.

(a) The Transferred Assets shall be sold, conveyed, transferred, assigned and delivered, and the Assumed Contracts shall be assumed, pursuant to a bill of sale and an assignment and assumption agreement or other instruments in such form as is necessary to effect a conveyance of the Transferred Assets and an assumption of the Assumed Contracts in the jurisdictions in which such transfers are to be made, and which in all instances shall be reasonably satisfactory to the Company and Seller, to be executed (upon the terms and subject to the conditions hereof) on the Closing Date by Seller and the Company and such other assignment and assumption agreements as may be required in any such jurisdictions.

(b) Anything in this Agreement to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any Transferred Asset or any right thereunder if an attempted assignment, without the consent of a third party, would constitute a breach or in any way adversely affect the rights of the Company or Seller thereunder (a "**Required Consent**"). If such Required Consent is not

obtained on or prior to the Closing, until such Required Consent is obtained, Seller will use its best efforts to obtain such Required Consent, with any expenses incurred in obtaining such consent born by Seller. In the event that any such Required Consent is not obtained on or prior to the Closing, until such Required Consent is obtained, Seller will use its best efforts, at the expense of Seller, to (i) provide to the Company the benefits of the applicable Transferred Asset, (ii) cooperate in any reasonable and lawful arrangement designed to provide such benefits to the Company, and (iii) enforce at the request and for the account of the Company, any rights of Seller arising from any such Transferred Asset.

2.5 Payments Post-Closing.

(a) If, following the Closing Date, Seller receives any payment, excluding for Accounts Receivable as of the Effective Date, or other proceeds any portion of which relates to an obligation that arose on or after the Closing Date with respect to any of the Transferred Assets or Assumed Contracts, Seller shall promptly remit to the Company such portion of any such payments.

(b) If, following the Closing Date, the Company receives any payment or other proceeds any portion of which relates to any of the Excluded Assets, the Company shall promptly remit to Seller such portion of any such payments.

(c) Within five (5) business days following the closing of the Company's first debt or equity financing (which is currently intended to be the sale of Company's Series A Preferred Stock) (the "**Company Initial Financing**"), the Company shall reimburse Seller from the proceeds of the Company Initial Financing for (i) any Customer Refunds made by Seller after February 1, 2016 but prior to Closing, (ii) certain startup expenses incurred by Seller on behalf of the Business, as specifically set forth on **Schedule D**, and (iii) actual operating expenses incurred by Seller directly related to the Business in the event that the Effective Date extends beyond March 31, 2016 (the "**OpEx Reimbursement**").

2.6 Tax Matters. Seller will pay all sales, transfer, use and any other similar tax, if any, due with regard to or in connection with the sale of Transferred Assets to the Company under this Agreement, provided that to the extent permitted by Applicable Law, the Company and Seller shall cooperate with one another to obtain exemptions from such taxes or to otherwise legally minimize such taxes, including without limitation, the transfer by electronic transmission of any of the Transferred Assets capable of being so transferred. Except as set forth above, (a) Seller shall be solely responsible for any taxes, duties and levies (including, without limitation, export, excise, value-added and income) imposed by all applicable authorities on Seller and (b) the Company shall be solely responsible for any such taxes that are imposed on the Company.

2.7 Further Assurances. If, at any time, the Company believes or is advised that any further instruments, deeds, assignments or assurances are reasonably necessary or desirable to consummate the Acquisition, to carry out the purposes and intent of this Agreement, or to transfer any Transferred Assets at or after the Closing Date, then Seller and the Company, and their respective officers and directors, shall execute and deliver all such proper deeds, assignments, instruments and assurances and do all other things reasonably necessary to consummate the Acquisition and to carry out the purposes and intent of this Agreement.

ARTICLE 3 SHARE CONSIDERATION

3.1 Share Consideration. Subject to the limitations and restrictions contained in this Agreement, the payment for the Transferred Assets shall be 13,333,332 shares of the Company's

Common Stock (the “**Share Consideration**”), to be issued on the Closing Date, subject to the fulfillment or waiver of each condition to Closing set forth herein.

3.2 Allocation of Purchase Price. The Company and Seller shall reasonably agree on the allocation of the purchase price among the Transferred Assets (the “**Allocation**”). The Company and Seller shall act in accordance with the Allocation, if any, in any Tax Returns or similar filings. In the event that any Tax authority disputes the Allocation, if any, Seller or the Company, as the case may be, shall promptly notify the other party of the nature of such dispute.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the disclosure schedule of Seller attached hereto as **Exhibit A** (the “**Disclosure Schedule**”) (with matters disclosed pursuant to any section of the Disclosure Schedule supplementing the information in the corresponding section of the Agreement and in any other section of the Agreement where it is reasonably apparent from the text of such disclosure that such disclosure applies to such other section), Seller represents and warrants to the Company as follows:

4.1 Organization; Corporate Matters. Seller is a corporation duly organized, validly existing and in good standing under Delaware law and is qualified to do business as a foreign corporation in California and each other jurisdiction where Seller’s failure to so qualify would have a Material Adverse Effect. Seller has the corporate power and authority to own and operate the Transferred Assets and to carry on the Business.

4.2 Power, Authorization and Validity.

(a) Power and Authority. Seller has all requisite corporate power and authority to enter into, execute, deliver and perform its obligations under this Agreement and each of Seller Ancillary Agreements and to consummate the Acquisition. The Acquisition and the execution, delivery and performance by Seller of this Agreement, each of the Seller Ancillary Agreements and all other agreements, transactions and actions contemplated hereby or thereby, have been duly and validly approved and authorized by Seller’s Board of Directors. Seller has received all votes of its stockholders necessary for Seller to enter into this Agreement and the Seller Ancillary Agreements and to consummate the transactions contemplated hereby and thereby.

(b) No Consents; No Conflicts. No consent, approval, order, authorization, release or waiver of, or registration, declaration or filing with, any Governmental Authority, or any other Person (governmental or otherwise), is necessary or required to be made or obtained by Seller to enable Seller to lawfully execute and deliver, enter into, and perform its obligations under this Agreement and each of Seller Ancillary Agreements or to consummate the Acquisition (including the consent of any Person required to be obtained in order to keep any Assumed Contract between such Person and Seller in effect immediately following the Acquisition or to provide that Seller is not in breach or violation of any such Assumed Contract immediately following the Acquisition), except as set forth in Schedule 4.2(b) and for such filings, registrations, notifications, permits, authorizations, consents or approvals that result from the specific legal or regulatory status of the Company or as a result of any other facts that specifically relate to the business or activities in which the Company is engaged (including any asset or stock sale or other change of ownership or legal or regulatory status of the Company occurring after the Closing Date not contemplated by this Agreement).

(c) Enforceability. This Agreement and Seller Ancillary Agreements have been duly and validly executed and delivered by Seller. Assuming the due authorization, execution and delivery by

the Company, this Agreement and each of Seller Ancillary Agreements are valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, subject to the effect of (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to rights of creditors generally and (ii) rules of law and equity governing specific performance, injunctive relief and other equitable remedies.

4.3 Compliance with Laws. Seller is not in violation, default, conflict or breach of any provision of its Restated Certificate or Bylaws nor in any material respect of any instrument, judgment, order, writ, decree, privacy policy, or contract, statute, rule, regulation to which Seller is subject with respect to the Business. The execution, delivery and performance of this Agreement and the Related Agreements and the consummation of the transactions contemplated hereby or thereby will not result in with or without the passage of time and giving of notice any such violation, default, conflict or breach or an event that results in the creation of any lien, charge or Encumbrance other than Permitted Encumbrances upon any of the Transferred Assets or the suspension, revocation, impairment, forfeiture or nonrenewal of any material permit, license, authorization or approval applicable to the Business or any of the Transferred Assets. Seller has obtained all franchises, permits, licenses and any similar authority necessary for the conduct of the Business, the lack of which could result in a Material Adverse Effect. Seller is not in default in any material respect under any of such franchises, permits, licenses or other similar authority.

4.4 Litigation. There is no claim, action, suit, proceeding, arbitration, complaint, charge or to Seller's knowledge, investigation pending or currently threatened against the Seller, its properties or assets related to the Business or the Transferred Assets that might result, either individually or in the aggregate, in any Material Adverse Effect. The foregoing includes, without limitation, claims, actions, suits, proceedings, arbitrations, complaints, charges or, to Seller's knowledge, investigations pending or threatened (or any basis therefor known to Seller) involving the prior employment of any of Seller's employees, their use in connection with the Business of any information or techniques allegedly proprietary to any of their former employers, or their obligations under any agreements with prior employers. Seller is not a party or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality related to the Transferred Assets or the Assumed Contracts. There is no claim, action, suit, proceeding, arbitration, complaint, charge or investigation by Seller currently pending or that Seller intends to initiate that is related to the Transferred Assets or the Assumed Contracts.

4.5 Taxes.

(a) All Tax Returns required to have been filed in connection with the Business have been filed. All material Taxes required to have been paid in connection with the Business (whether or not shown to be due on such Tax Returns) have been paid. All such Tax Returns are true, correct and complete in all material respects to the extent that they relate to the Business.

(b) There is no material Tax Proceeding either commenced or proposed by a Governmental Authority in writing in connection with the Business in respect of any Tax. No deficiencies for any Taxes have been proposed, asserted or assessed in writing in connection with the Business.

(c) All material Taxes required to have been withheld in connection with the Business have been withheld and paid over to the proper Governmental Authority.

(d) Seller has no material liability for the Taxes of any Person (other than Seller or any member of Seller's affiliated or combined Tax group) including (A) under Section 1.1502-6 of the

Treasury Regulations (or any similar provision of state, provincial, local or foreign law), (B) as a transferee or successor or (C) by contract.

4.6 Transferred Assets. Seller has good, valid and marketable title, of record and beneficially, to all of the Transferred Assets and at the Closing will transfer and deliver to the Company legal and valid title to the Transferred Assets, free and clear of all Encumbrances except Permitted Encumbrances. The Transferred Assets (including the Transferred Intellectual Property) constitute all of the material assets necessary for the Company to conduct the Business in a materially similar manner in which it has been conducted by Seller immediately prior to the date hereof, and the Transferred Intellectual Property constitutes all Intellectual Property exclusively used by Seller in its conduct of the Business as of the date hereof.

4.7 Intellectual Property.

(a) As used herein, “**Intellectual Property Rights**” shall mean all worldwide common law and statutory rights in, arising out of: (a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use thereof; (b) internet domain names and URLs; (c) copyrights, copyrights registrations and applications therefor, and all other rights corresponding thereto throughout the world; (d) trade secrets, confidential information, or proprietary information (collectively, “**Trade Secrets**”); (e) patents and patent applications (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), design registrations, certificates of invention, other patent rights and governmental authority-issued indicia of invention or industrial design ownership (including inventor’s certificates, petty patents and patent utility models), invention disclosures (collectively, “**Patents**”); (f) rights in databases and data collections; (g) all moral and economic rights of authors and inventors, however denominated; and (h) any similar or equivalent rights to any of the foregoing (as applicable). As used herein, “**Technology**” means any and all technology, materials, or information, including inventions (whether patentable or not), improvements, trade secrets, proprietary information, know how, databases and data collections, invention disclosures, technical data and customer lists, software (in source code or object code), product designs, business plans, product roadmaps, works of authorship (whether copyrightable or not), and documentation relating to any of the foregoing.

(b) Section 4.7(b) of the Disclosure Schedule contains a complete list of Seller’s patents, trademarks, registered copyrights and domain names and pending patent, trademark and copyright applications, and any other Intellectual Property Rights that are the subject of an application, certificate, filing, registration or other document issued by, filed with, or recorded by, any governmental entity anywhere in the world relating to the Business or the Transferred Intellectual Property (collectively, the “**Registered Seller Intellectual Property**”). To the knowledge of the Seller, all Registered Seller Intellectual Property is valid and subsisting and all necessary registration and renewal fees in connection with applications and registrations for Registered Seller Intellectual Property have been timely made, and all necessary documents and certificates in connection with such applications and registrations have been filed with the relevant governmental entities in all applicable jurisdictions worldwide.

(c) Seller is the exclusive owner of, has good and marketable title to, and possesses all right, title and interest in and to, the Transferred Intellectual Property, free and clear of any lien, charge or Encumbrance, other than Permitted Encumbrances and licenses of the Transferred Intellectual Property granted in the ordinary course of business.

(d) Seller is not obligated to pay any royalties, licensing fees, commissions or other payments to any person or entity with respect to the Transferred Intellectual Property.

(e) To the knowledge of the Seller with respect to Patents, the operation of the Business as presently conducted does not infringe upon, misappropriate, or otherwise violate the Intellectual Property Rights of any third party. Solely with respect to the Business and the Transferred Intellectual Property, there is no legal action or proceeding pending or, to Seller's knowledge, threatened against Seller alleging any such infringement, misappropriation or violation. Solely with respect to the Business and the Transferred Intellectual Property, to the knowledge of Seller, no valid basis or other facts or circumstances exist for any such proceeding or threatened proceeding. Seller has never received any charge, complaint, claim, demand or notice alleging any past, present or future infringement, misappropriation or violation of any Intellectual Property Rights of any third party (including any claim that Seller must license or refrain from using any Intellectual Property Rights of any third party).

(f) To the knowledge of Seller, no third party is or has infringed upon, misappropriated or otherwise violated any material Intellectual Property Right in or to the Transferred Intellectual Property. Seller has not brought any action, suit or proceeding or asserted any claim against any third party alleging or infringement, misappropriation or violation of any Intellectual Property Right in or to the Transferred Intellectual Property. The Transferred Intellectual Property is not subject to any outstanding injunction, judgment, order, decree, ruling, charge, or settlement agreement or stipulation, and there is no action, suit, proceeding, hearing, investigation, notice or complaint pending or, to Seller's knowledge, threatened by any third party before any court or tribunal (including, without limitation, the United States Patent and Trademark Office or equivalent authority anywhere in the world) relating to any of the Transferred Intellectual Property, nor has any claim or demand been made by any third party that challenges the validity, enforceability, registration, scope, use or exclusive ownership of any Transferred Intellectual Property, nor is Seller aware of any basis for any such claim or demand.

(g) Seller has taken commercially reasonable efforts to preserve its legal rights in, and the secrecy and value of, all of its Trade Secrets with respect to the Business, including the enforcement by Seller of a policy requiring each employee or contractor to execute proprietary information and confidentiality agreements substantially in Seller's standard form, and all current and former employees and contractors of Seller have executed and are in compliance with such an agreement. Except as listed in Schedule 4.7(g) of the Disclosure Schedule, Seller has not embedded Copyleft Software into any Company products. As used herein, "**Copyleft Software**" means any software subject to any license that requires, as a condition of use, modification, or distribution of such software, that such software, or other software or content incorporated into, derived from, used, or distributed with such software: (i) be made available to any third party in a form other than binary (e.g., source code) form, (ii) be made available to any third-party recipient under terms that allow preparation of derivative works, (iii) be made available to any third-party recipient under terms that allow software or interfaces therefor to be reverse engineered, reverse assembled or disassembled (other than to the extent any contrary restriction would be unenforceable under law), or (iv) be made available to any third-party recipient at no license fee. Copyleft Software includes, without limitation, software licensed under the GNU General Public License, the GNU Lesser General Public License, the Mozilla Public License, the Common Development and Distribution License, the Eclipse Public License, and all Creative Commons "sharealike" licenses.

(h) To the knowledge of the Seller, neither the execution nor delivery of this Agreement, nor the carrying on of the Business by the employees, officers and consultants of the Company, nor the conduct of the Business as now being conducted, will result in a breach of the terms, conditions or provisions of, or constitute a default under, any contract, covenant or instrument. To the Seller's knowledge, it will not be necessary to use in the Business as presently conducted any inventions of any employees, officers or consultants made prior to their employment by the Company and excluded from any assignment to the Company.

4.8 Contracts; Agreements.

(a) Schedule 4.8 of the Disclosure Schedule sets forth a list of each of the following Contracts to which Seller is a party or to which Seller or any of its assets or properties is bound relating to the Business or the Transferred Assets (each a “**Material Contract**”):

(i) any Contract that may involve obligations (contingent or otherwise) of, or payments to Seller, in excess of \$25,000;

(ii) any Contract involving the transfer or license of any Intellectual Property Right (other than (A) the nonexclusive license of Seller’s software and products in object code form in the ordinary course of business pursuant to standard end-user agreements the form of which has been provided to the Company or (B) the nonexclusive license to Seller of standard, generally commercially available, “off-the-shelf” third party products that are not and will not to any extent be part of any product, service or offering of the Company);

(iii) limitations or restrictions upon Seller’s ability to compete with any other person or entity in any respect, engage in any particular line of business, or upon Seller’s hiring or solicitation for employment of any person or provisions materially restricting the development, manufacture or distribution of Seller’s products or services;

(iv) any Contract for or relating to the employment by it of any Transferred Employee or any other type of Contract with any Transferred Employee that is not immediately terminable by it without cost or other Liability, including any contract requiring it to make a payment to any Transferred Employee on account of the Acquisition, any transaction contemplated by this Agreement or any Contract that is entered into in connection with this Agreement;

(v) any Contract under which Seller’s entering into this Agreement or the consummation of the Acquisition or the transactions contemplated thereby shall give rise to, or trigger the application of, any rights of any third party or any obligations of Seller under such Contract that would come into effect upon the consummation of the Acquisition and that relates to the Transferred Assets, the Assumed Liabilities or the Assumed Contracts.

(b) Each of the Assumed Contracts is in written form and is valid, binding and in full force and effect, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies and to general principles of equity. The Company is not in material breach of default under any of such Material Contracts and, to the Company’s knowledge, there is no current claim or threat that the Company is or has been in material breach of or default under any Material Contract. To the Company’s knowledge, no other party to a Material Contract is in material default thereunder or in actual or anticipated material breach thereof.

(c) Seller will not be by virtue of entering into, delivering and performing this Agreement and any of Seller Ancillary Agreements, and consummating the transactions contemplated hereunder and thereunder, in violation or breach or default of any provision of any Assumed Contract.

4.9 Protection of Transferred Intellectual Property. No current or former employee, officer, director, consultant or independent contractor of Seller has any right, license, claim or interest whatsoever in or with respect to any Transferred Intellectual Property. Seller has taken all commercially reasonable steps to protect, preserve and maintain the secrecy and confidentiality of the Transferred Intellectual Property and to preserve and maintain all Seller’s interests, proprietary rights and trade secrets in the Transferred Intellectual Property.

4.10 Changes. Since December 31, 2015, there has been no change to the Business or the Transferred Assets, except changes in the ordinary course of business that have not caused, in the aggregate, a Material Adverse Effect:

(a) any change in the assets, liabilities, financial condition or operating results of Seller, except changes in the ordinary course of business that have not caused, in the aggregate, a Material Adverse Effect;

(b) any damage, destruction or loss, whether or not covered by insurance, that has resulted in a Material Adverse Effect;

(c) any waiver or compromise by Seller of a valuable right or of a material debt owed to it;

(d) any satisfaction or discharge of any lien, claim, or encumbrance or payment of any obligation by Seller, except in the ordinary course of business and the satisfaction or discharge of which has not resulted in a Material Adverse Effect;

(e) any material change to a Material Contract or agreement by which Seller or any of its assets is bound or subject;

(f) any sale, assignment or transfer of any Transferred Intellectual Property, other than the nonexclusive license of Seller's software and products in object code form in the ordinary course of business pursuant to standard end-user agreements the form of which has been provided to the Company;

(g) any mortgage, pledge, transfer of a security interest in, or lien, created by Seller, with respect to any of its material properties or assets, except liens for taxes not yet due or payable;

(h) any satisfaction or discharge of any lien, claim or encumbrance or payment of any obligation by Seller, except in the ordinary course of business and the satisfaction or discharge of which has not resulted in a Material Adverse Effect;

(i) receipt of notice that there has been a loss of, or material order cancellation by, any major customer of Seller;

(j) to Seller's knowledge, any other event or condition of any character, other than events affecting the economy or Seller's industry generally, that could reasonably be expected to result in a Material Adverse Effect; or

(k) any agreement or commitment by Seller to do any of the things described in this Section 4.10.

4.11 Transferred Employees.

(a) Except as disclosed on Schedule 4.11(a) of the Disclosure Schedule, there are no (i) written employment agreements to which Seller is a party, (ii) severance agreements to which Seller is a party, (iii) programs or policies of Seller, except programs and policies required to be maintained by Applicable Law or (iv) plans, programs agreements and other arrangements of Seller which contain change in control provisions, in each case that are applicable to the Transferred Employees. Seller has made

available to the Company copies (or descriptions in detail reasonably satisfactory to the Company) of all such agreements, plans, programs and other arrangements.

(b) To Seller's knowledge, no Transferred Employee is in violation of any term of any employment contract, patent or other proprietary information disclosure agreement or any other contract or agreement relating to the right of any such employee to be employed by Seller because of the nature of the business conducted by Seller or any other reason, and the continued employment by the Company of such Transferred Employee will not result in any such violation.

(c) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby will (i) result in any payment (including, without limitation, severance, unemployment compensation, golden parachute, bonus or otherwise) becoming due to any Transferred Employee; (ii) increase any benefits otherwise payable under any employee plans or otherwise to any Transferred Employee; or (iii) result in the acceleration of the time of payment or vesting of any such benefits to any Transferred Employee.

4.12 Environmental Matters. To Seller's knowledge, Seller is not in violation of any statute, law or regulation applicable to the Business or the Transferred Assets relating to environment or occupational health and safety, and no material expenditures are or will be required in order to comply with any such existing statute, law or regulation.

4.13 Manufacturing, Marketing and Development Rights. Seller has not granted rights with respect to the Business or the Transferred Assets to manufacture, produce, assemble, license, market, or sell its products to any other person and is not bound by any agreement that affects Seller's exclusive right to develop, manufacture, assemble, distribute, market or sell its products.

4.14 Financial Statements. Attached to Section 4.14 of the Disclosure Schedule are the unaudited pro forma balance sheet and income statement as of January 31, 2016, and historic revenue analysis for the 12 month period ending December 31, 2015 for the Business, in forms mutually acceptable to the Company and Seller (collectively, the "**Financial Statements**"). The Financial Statements fairly present in all material respects the financial condition and operating results of Seller with respect to the Business as of the dates, and for the periods, indicated therein. Except as disclosed in the Disclosure Schedule, Seller does not have any material liabilities, absolute or contingent (individually or in the aggregate) related to the Business other than liabilities incurred in the ordinary course of business, which, individually and in the aggregate would not have a Material Adverse Effect.

4.15 Data Privacy. In connection with its collection, storage, transfer (including, without limitation, any transfer across national borders) and/or use of any personally identifiable information from any individuals, including, without limitation, any customers, prospective customers, employees and/or other third parties (collectively "**Personal Information**"), Seller is and has been in compliance with all Applicable Law in all relevant jurisdictions, Seller's privacy policies and the requirements of any contract or codes of conduct to which Seller is a party. Seller has commercially reasonable physical, technical, organizational and administrative security measures and policies in place to protect all Personal Information collected by it or on its behalf from and against unauthorized access, use and/or disclosure. Seller is and has been in compliance in all material respects with all laws relating to data loss, theft and breach of security notification obligations.

4.16 Access to and Review of Company Information. Seller has had available to it all information that it considers material in connection with the transactions contemplated by this Agreement, including information relating to the Company and its present and future businesses, assets, liabilities, and financial condition, and has been afforded an opportunity to ask questions and receive

answers from the Company regarding the foregoing and regarding the transactions contemplated by this Agreement.

4.17 Investigations. Seller has entered into this Agreement based on its own knowledge, investigation and analysis. The Company has not made any representation to Seller about the advisability of this decision. Seller agrees that the Company is not under any obligation to disclose to Seller any information or opinion it may have about the potential future value of the Share Consideration, even if such information is material.

4.18 Sophistication. Seller has had the opportunity to consult its professional, tax and other advisors who are unaffiliated with the Company regarding the transactions contemplated by this Agreement and the resale restrictions under Applicable Laws. Seller is relying solely on such advisors and not on any statements or representations of the Company or its agents. Seller understands that (a) no offering circular, private placement memorandum, prospectus or similar document has been and/or will be prepared in connection with the transactions contemplated by this Agreement, and (b) the Company will not provide Seller with any such documents regarding the Company and/or the transactions contemplated by this Agreement and as a result: (i) the Seller may not receive information that would otherwise be contained in an offering circular, private placement memorandum, prospectus or similar document prepared in accordance with Applicable Laws, and (ii) the Seller is restricted from using most of the protections, rights and remedies available under Applicable Laws. Seller acknowledges that it has not requested the Company to provide Seller with any such documents or other similar information.

4.19 Tax Consequences. Seller has reviewed with its own tax and other advisors the federal, state, foreign and local tax consequences of the transactions contemplated by this Agreement and Seller understands that it (and not the Company) shall be responsible for its own tax liability that may arise as a result of the transactions contemplated by this Agreement.

4.20 Restricted Securities. Seller understands that the shares constituting the Share Consideration it receives pursuant to this Agreement are characterized as "restricted securities" under the federal securities laws inasmuch as they are being provided by Buyer in a transaction not involving a public offering and that under such laws and applicable regulations such shares may be resold without registration under the Securities Act of 1933, as amended (the "**Securities Act**"), as applicable, only in certain limited circumstances. In the absence of an effective registration statement covering such Share Consideration or an available exemption from registration under the Securities Act, such Share Consideration must be held indefinitely. In this connection, Seller represents that it is familiar with SEC Rule 144, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act, including the Rule 144 condition that current information about the Company be available to the public. Such information is not now available and the Company has no present plans to make such information available. Seller has been independently advised as to and is aware of the resale restrictions under Applicable Laws with respect to the Share Consideration it receives pursuant to this Agreement and acknowledges receipt of a written notice of the legend restriction notation applicable to the resale of the securities as expressed under Section 4.22.

4.21 Further Limitations on Disposition. Without in any way limiting the representations set forth above, Seller further agrees not to make any disposition of all or any portion of the Share Consideration received pursuant to this Agreement unless and until (a) there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or (b)(i) Seller shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and (ii) if reasonably requested by the Company,

Seller shall have furnished the Company with an opinion of counsel reasonably satisfactory to the Company that such disposition will not require registration of the shares constituting the Share Consideration under the Securities Act.

4.22 Legends. All certificates evidencing the shares constituting the Share Consideration issued or delivered pursuant to this Agreement shall bear the following legends and/or any other appropriate or required legends under applicable laws:

(a) "THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED."

(b) "THE SHARES REPRESENTED BY THIS CERTIFICATE ARE RESTRICTED BY THE TERMS OF THAT CERTAIN CONTRIBUTION AGREEMENT BETWEEN THE CORPORATION AND THE NAMED SHAREHOLDER. THE SHARES REPRESENTED BY THIS CERTIFICATE MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH SUCH AGREEMENTS, COPIES OF WHICH ARE ON FILE WITH THE SECRETARY OF THE CORPORATION."

4.23 "THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER, AS PROVIDED IN CERTAIN AGREEMENTS BETWEEN THE CORPORATION AND THE NAMED SHAREHOLDER."

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to Seller as follows:

5.1 Organization and Good Standing. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to do business as a foreign corporation in each jurisdiction where Seller's failure to so qualify would have a Material Adverse Effect on the Company.

5.2 Power, Authorization and Validity.

(a) Power and Authority. The Company has all requisite corporate power and authority to enter into, execute, deliver and perform its obligations under this Agreement and each of the Company Ancillary Agreements and to consummate the Acquisition. The Acquisition and the execution, delivery and performance by the Company of this Agreement, each of the Company Ancillary Agreements and all other agreements, transactions and actions contemplated hereby or thereby have been duly and validly approved and authorized by all necessary corporate action on the part of the Company.

(b) No Consents. No consent, approval, order, authorization, release or waiver of, or registration, declaration or filing with, any Governmental Authority, or any other Person (governmental or otherwise), is necessary or required to be made or obtained by the Company to enable it to lawfully execute and deliver, enter into, and perform its obligations under this Agreement and each of the Company

Ancillary Agreements or to consummate the Acquisition, except for such consents, approvals, orders, authorizations, registrations, declarations and filings, if any, that if not made or obtained by the Company would not be material to the Company's ability to consummate the Acquisition or to perform its obligations under this Agreement and the Company Ancillary Agreements.

(c) Enforceability. This Agreement and the Company Ancillary Agreements have been duly and validly executed and delivered by the Company. Assuming the due authorization, execution and delivery by Seller, this Agreement and each of the Company Ancillary Agreements are valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, subject to the effect of (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to rights of creditors generally and (ii) rules of law and equity governing specific performance, injunctive relief and other equitable remedies.

(d) Share Consideration. The shares of the Company's Common Stock to be issued to Seller pursuant to this Agreement (i) will be duly authorized, fully paid, and nonassessable under Applicable Law relating to securities, (ii) will not be subject to any options, warrants, calls, preemptive rights, subscriptions or other rights, agreements, arrangements or commitments of any character, and (iii) assuming the accuracy of the representations and warranties of Seller will be issued in compliance with Applicable Law relating to securities.

5.3 Capitalization. **Schedule E** sets forth the capitalization of the Company immediately following the Closing and the Company Initial Financing, including the number of shares of the following: (i) issued and outstanding Series A Preferred Stock; (ii) issued and outstanding Common Stock; (iii) shares of Common Stock reserved for future award grants under the Company's equity incentive plan; and (iv) warrants or stock purchase rights, if any. Except for (A) the conversion privileges of the Series A Preferred Stock included in the Company's Amended and Restated Certificate of Incorporation, (B) the rights provided in Section 2.4 of the Investors' Rights Agreement and (C) the rights described in this Section 5.3, there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal or similar rights) or agreements, orally or in writing, to purchase or acquire from the Company any shares of Common Stock or Series A Preferred Stock, or any securities convertible into or exchangeable for shares of Common Stock or Series A Preferred Stock.

5.4 Access to and Review of Seller Information. The Company represents that it is experienced in evaluating the Business, is able to fend for itself in the transactions contemplated by this Agreement and has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the transactions contemplated by this Agreement. Notwithstanding the foregoing, the Company acknowledges that it has been afforded an opportunity to ask questions and receive answers from Seller regarding the transactions contemplated by this Agreement. The foregoing does not limit or modify the representations and warranties of Seller in Section 4 of this Agreement or the right of Company to rely thereon.

ARTICLE 6

CLOSING AND CLOSING DELIVERIES

6.1 Closing. The Closing shall take place by electronic delivery of executed versions of all documents required to be delivered at the Closing pursuant to this Agreement, which Closing shall take place remotely via electronic exchange of signatures on the Closing Date.

6.2 Deliveries by the Company. As a condition to Seller's obligation to consummate the Acquisition, at the Closing, the Company shall issue the Share Consideration to Seller in accordance with

this Agreement and shall execute and deliver to Seller the following (it being understood that any one or more of the following deliverables may be waived by Seller in writing):

(a) License Agreement. the License Agreement in substantially the form of **Exhibit F** hereto executed and delivered by the Company;

(b) Transition Services Agreement. the Transition Services Agreement in substantially the form of **Exhibit E** hereto executed and delivered by the Company;

(c) Investor Rights Agreement. The Investors' Rights Agreement in substantially the form of **Exhibit H** hereto executed and delivered by the Company;

(d) Right of First Refusal and Co-Sale Agreement. The Right of First Refusal and Co-Sale Agreement in substantially the form of **Exhibit I** hereto executed and delivered by the Company;

(e) Voting Agreement. The Voting Agreement in substantially the form of **Exhibit J** hereto executed and delivered by the Company;

(f) Officer Certificate. A certificate of the Chief Executive Officer of the Company, in a form reasonably satisfactory to Seller, certifying that the initial closing of the Company Initial Financing is occurring, including the dollar value and amount sold at such closing;

(g) Secretary's Certificate. A certificate of the secretary of the Company, in a form reasonably satisfactory to Seller, certify as true and correct copies of its certificate of incorporation, its bylaws, and the resolutions of the board of directors of the Company approving this Agreement, the issuance and sale of the Share Consideration, and all other transactions and agreements contemplated hereby; and

(h) Other Documents. Such other documents and instruments as counsel for the Company and Seller mutually agree to be reasonably necessary to consummate the transactions described herein.

6.3 Deliveries by Seller. As a condition to the Company's obligation to consummate the Acquisition, at the Closing, Seller shall execute and deliver to the Company the following (it being understood that any one or more of the following deliverables may be waived by the Company in writing):

(a) Assignment Agreement. The Bill of Sale and Assignment and Assumption Agreement in substantially the form of **Exhibit B** hereto, duly executed and delivered by Seller;

(b) License Agreement. The License Agreement in substantially the form of **Exhibit F** hereto executed and delivered by Seller;

(c) Transition Services Agreement. The Transition Services Agreement in substantially the form of **Exhibit E** hereto executed and delivered by Seller;

(d) Investor Rights Agreement. The Investors' Rights Agreement in substantially the form of **Exhibit H** hereto executed and delivered by Seller;

(e) Right of First Refusal and Co-Sale Agreement. The Right of First Refusal and Co-Sale Agreement in substantially the form of **Exhibit I** hereto executed and delivered by Seller;

(f) Voting Agreement. The Voting Agreement in substantially the form of **Exhibit J** hereto executed and delivered by Seller;

(g) Third Party Consents. The third party consents set forth in **Schedule F** in form and substance reasonably satisfactory to the Company;

(h) Option Exercise Extension Agreements. The Seller's board of directors has approved the extension of the exercise period of options to purchase Seller's Common Stock for each of John Aisien, Scott Bonnell, Kevin Fox, Adam Jacobs, Jonathan Mills and Ranjeet Vidwans; and agreements evidencing such extension in substantially the form attached hereto as **Exhibit G** shall have been executed and delivered by Seller.

(i) Other Documents. Such other documents and instruments as counsel for the Company and Seller mutually agree to be reasonably necessary or desirable to consummate the transactions described herein.

ARTICLE 7 COVENANTS

7.1 Reseller Certificate. As soon as practicable following the Closing, the Company will use commercially reasonable efforts to provide Seller with a form of reseller certificate in a form mutually agreeable to the Company and Seller.

7.2 Source Code Escrow. As soon as practicable following the Closing, the Seller will use commercially reasonable efforts to establish the source code escrows identified in Section 4.8(b) of the Disclosure Schedule.

7.3 Transfer. Seller acknowledges and agrees that the transfer of the Share Consideration and any shares it receives in respect thereof (collectively, the "**Shares**") are subject to the transfer restrictions contained in the Company's bylaws. Notwithstanding the foregoing, (a) the Shares may be pledged and subject to a security interest pursuant to that certain Loan and Security Agreement dated as of October 31, 2013, by and between Seller and City National Bank, as amended and as it may be amended from time to time, (b) Seller may distribute the Shares at any time after the second anniversary of the Closing Date and (c) if Seller is acquired in a change of control transaction that is consummated prior to such second anniversary, Seller may, at the sole discretion of the Company either (i) assign and transfer the Shares to the acquiring entity (including by merger, operation of law, assignment of assets, or otherwise) or (ii) effective immediately prior to the closing of such transaction, transfer the Shares to a liquidating trust or other entity to be held for the benefit of all or a portion of Seller's stockholders (a "**Beneficiary Trust**") until such second anniversary, after which such Shares may be distributed to such stockholders. Notwithstanding anything to the contrary herein or in any other agreement to which Seller and the Company are a party, Seller may transfer any rights with respect to the Shares (including, without limitation any "Major Investor" or "Major Holder" rights) to the Beneficiary Trust or such acquiring entity; provided that the Beneficiary Trust or such acquiring entity agrees to become a party to any agreement containing such rights.

7.4 License. Effective as of the Closing, Seller hereby grants to Company a nonexclusive, worldwide, irrevocable, perpetual, fully paid, royalty-free, transferable, sublicensable license (i) to make, have made, use, sell, offer for sale and import any article and to practice any process and (ii) to copy, create derivative works and otherwise modify, distribute, publicly display and publicly perform, the Licensed Materials. "**Licensed Materials**" means the following material as they exist on the Effective Date, and not otherwise transferred or assigned to Company under this Agreement, or licensed

to Company under the License Agreement, and only to the extent Seller has the right to license such material to Company as of the Effective Date: Seller's wiki, and the documents, spreadsheets, and presentations necessary to conduct the Business as it is currently conducted and documents, spreadsheets, presentations contained on the computers included in the Transferred Assets necessary to conduct the Business as it is currently conducted, and in no case will License Materials include any rights with respect to any materials related to the Seller's business (excluding, for the avoidance of doubt, the Business).

ARTICLE 8 MISCELLANEOUS

8.1 The Company's Acceptance; No Warranty. The Company represents and acknowledges that it has entered into this Agreement on the basis of its own examination, personal knowledge, and opinion of the value of the Business. The Company has not relied on any representations made by Seller, other than those set forth in this Agreement, including any warranty of merchantability or fitness for a particular purpose. The Company further acknowledges that Seller has not made any agreement or promise to repair or improve any Transferred Asset and that the Company, subject to the representations of Seller set forth in this Agreement, takes all such property on an AS-IS basis in the condition existing on the date of this Agreement.

8.2 Survival. The representations and warranties of Seller and of the Company contained in Sections 4.1, 4.2, 5.1 and 5.2 shall survive the Closing Date indefinitely and remain in full force and effect, regardless of any investigation made by or on behalf of any of the parties to this Agreement. All other representations and warranties of Seller and the Company contained in this Agreement shall terminate at the Closing.

8.3 Governing Law. The internal laws of the State of Delaware, irrespective of its conflicts of law principles, shall govern the validity of this Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto. The parties hereto hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of California and the federal courts of the United States of America located within the County of Santa Clara in the State of California solely in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby and thereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or thereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a California state or federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 8.10 or in such other manner as may be permitted by Applicable Law, shall be valid and sufficient service thereof. With respect to any particular action, suit or proceeding, venue shall lie solely in Santa Clara County, California.

8.4 Assignment; Binding Upon Successors and Assigns. This Agreement shall inure to the benefit of the successors and assigns of the Company, including any successor to, or assignee of, all or substantially all of the business and assets of the Company. Except as set forth in the preceding sentence, no party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party hereto. This Agreement shall be binding upon and inure to the benefit of the

parties hereto and their respective successors and permitted assigns. Any assignment in violation of this provision shall be void.

8.5 Severability. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provision to other persons or circumstances shall be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

8.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original as regards any party whose signature appears thereon and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all parties reflected hereon as signatories and shall have been delivered to each of the parties.

8.7 Other Remedies. Except as otherwise expressly limited by Section 8.5, any and all remedies herein expressly conferred upon a party hereunder shall be deemed cumulative with and not exclusive of any other remedy conferred hereby or by law on such party, and the exercise of any one remedy shall not preclude the exercise of any other. The parties hereto agree that irreparable damage would occur in the event that any of the covenants under Article 7 of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of Article 7 of this Agreement and to enforce specifically the terms and provisions thereof in any court of the United States or any State having jurisdiction.

8.8 Amendments and Waivers. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only by a writing signed by the party to be bound thereby. The waiver by a party of any breach hereof or default in the performance hereof shall not be deemed to constitute a waiver of any other default or any succeeding breach or default. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

8.9 Expenses. Except as otherwise set forth in this Agreement, each party shall bear its own legal, auditors', investment bankers' and financial advisors' fees and other expenses incurred with respect to this Agreement, the Acquisition and the transactions contemplated hereby.

8.10 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be either hand delivered in person, sent by facsimile or electronic mail, sent by certified or registered first-class mail, postage pre-paid, or sent by nationally recognized express courier service. Such notices and other communications shall be effective upon receipt if hand delivered or sent by facsimile or electronic mail, three days after mailing if sent by mail, and one day after dispatch if sent by express courier, to the following addresses, or such other addresses as any party may notify the other parties in accordance with this Section 8.10:

If to the Company:

Blue Cedar Networks, Inc.
20 California St
4th floor
San Francisco, CA 94111
Attention: John Aisien
E-mail: jaisien@bluecedar.com

with a copy to:

O'Melveny & Myers LLP
2765 Sand Hill Road
Menlo Park, CA 94025
Attention: Paul L. Sieben, Esq.
E-mail: psieben@omm.com

If to Seller:

Mocana Corporation
20 California Street
San Francisco, CA 94111
Attention:
E-mail:

with a copy to:

Perkins Coie
3150 Porter Drive
Palo Alto, CA 94304-1212
Attention: Ralph (Buddy) L. Arnheim
E-mail: BArnheim@perkinscoie.com

8.11 Interpretation; Rules of Construction. When a reference is made in this Agreement to Exhibits, such reference shall be to an Exhibit to this Agreement unless otherwise indicated. When a reference is made in this Agreement to Sections, such reference shall be to a Section of this Agreement unless otherwise indicated. When a reference is made in this Agreement to Articles, such reference shall be to an Article of this Agreement unless otherwise indicated. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Reference to the subsidiaries of an entity shall be deemed to include all direct and indirect subsidiaries of such entity. The parties hereto agree that they have been represented by legal counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

8.12 No Joint Venture. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the parties hereto. No party is by virtue of this Agreement authorized as an agent, employee or legal representative of any other party. No party shall have the power to control the activities and operations of any other and their status is, and at all times

shall continue to be, that of independent contractors with respect to each other. No party shall have any power or authority to bind or commit any other party. No party shall hold itself out as having any authority or relationship in contravention of this Section 8.12.

8.13 Further Assurances. Each party agrees to cooperate fully with the other parties and to execute such further instruments, documents and agreements and to give such further written assurances as may be reasonably requested by any other party to evidence and reflect the transactions described herein and contemplated hereby and to carry into effect the intents and purposes of this Agreement.

8.14 Third Party Beneficiary Rights. No provisions of this Agreement are intended, nor shall be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in any client, customer, employee, affiliate, stockholder, partner or any party hereto or any other Person unless specifically provided otherwise herein and, except as so provided, all provisions hereof shall be personal solely between the parties to this Agreement.

8.15 Public Announcement. Neither Seller, the Company, nor any of their respective stockholders, officers, directors, agents or representatives shall make any disclosure or public announcement relating to this Agreement or the transactions contemplated hereby (except as may be required by law) without the prior written consent of the other party.

8.16 Confidentiality; Residuals.

(a) The parties hereby agree that any and all information, knowledge and data, (a) with respect to Seller, included in the Transferred Assets, or exclusively related to the Business, or (b) with respect to the Company, related to the business of Seller and its Affiliates other than the Business, in each case shall be deemed “**Confidential Information**” under the License Agreement and subject to the terms of Section 7 thereunder.

(b) The Company may use Residuals (as defined below) as necessary for the Business as it is currently conducted; provided that this right to use Residuals does not result in or amount to a license to the Company or any of its representatives for the Confidential Information under any patents, copyrights, mask works or, any of Seller’s trade secrets, know-how or other intellectual property rights, either expressly, by implication, inducement, estoppel or otherwise, absent a written agreement between Seller and the Company. The term “**Residuals**” means any information retained in the unaided memories of the Transferred Employees who have had access to Confidential Information in connection with their employment with Seller, but in no case shall Residuals include any information with respect to the Seller’s business (excluding, for the avoidance of doubt, the Business) or information relating to the subject of any licenses to Company under the License Agreement. The memory of a Transferred Employee is unaided if he or she did not intentionally memorize the information for the purpose of retaining it and later using it or disclosing it to a third party. Subject to the terms and conditions of this Agreement, the Transferred Employees will not be restricted from using the Residuals as a part of his or her skill, knowledge, talent or expertise on any Company project; provided such project is not related to Seller’s business (which excludes for the avoidance of doubt, the Business).

8.17 Entire Agreement. This Agreement, the exhibits and schedules hereto, Seller Ancillary Agreements and The Company Ancillary Agreements constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect hereto. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof.

8.18 Waiver of Trial by Jury. EACH OF THE COMPANY AND SELLER HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE COMPANY OR SELLER IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

[SIGNATURE PAGE FOLLOWS]

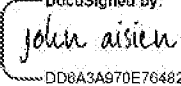
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COMPANY:

BLUE CEDAR NETWORKS, INC.

SELLER:

MOCANA CORPORATION

By:  _____
DD8A3A970E76482...

Name: John Aisien

Title: Chief Executive Officer

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COMPANY:

BLUE CEDAR NETWORKS, INC.

By: _____

Name: John Aisien

Title: Chief Executive Officer

SELLER:

MOCANA CORPORATION

James Isaacs

By: _____

James Isaacs

Name: _____

CEO

Title: _____

Schedule A
Transferred Assets

A(1) Transferred Patents

App. No.	Patent No.	Title
2012214619		SECURING AND MANAGING APPS ON A DEVICE
2012800008590.1		SECURING AND MANAGING APPS ON A DEVICE
112012000750.6		SECURING AND MANAGING APPS ON A DEVICE
2013-7023905		SECURING AND MANAGING APPS ON A DEVICE
13/025,994	8,549,656	SECURING AND MANAGING APPS ON A DEVICE
13/829,942	8,893,298	NETWORK LINKER FOR SECURE EXECUTION OF UNSECURED APPS ON A DEVICE
13/875,151	8,990,920	CREATING A VIRTUAL PRIVATE NETWORK (VPN) FOR A SINGLE APP ON AN INTERNET-ENABLED DEVICE OR SYSTEM
13/924,194		ENSURING NETWORK CONNECTION SECURITY BETWEEN A WRAPPED APP AND A REMOTE SERVER
14/223,766		GEOGRAPHICAL RESTRICTIONS FOR APPLICATION USAGE ON A MOBILE DEVICE
14/488,994		EXTENSIBLE PLATFORM FOR SECURING APPS ON A MOBILE DEVICE USING POLICIES AND CUSTOMIZABLE ACTION POINTS
2830493		SECURE EXECUTION OF UNSECURED APPS ON A DEVICE
201280024770.9		SECURE EXECUTION OF UNSECURED APPS ON A DEVICE
112012001389.1		SECURE EXECUTION OF UNSECURED APPS ON A DEVICE
2013-7027567		SECURE EXECUTION OF UNSECURED APPS ON A DEVICE
13/052,973	8,955,142	SECURE EXECUTION OF UNSECURED APPS ON A DEVICE
13/309,387	8,812,868	SECURE EXECUTION OF UNSECURED APPS ON A DEVICE

13/527,321	8,769,305	SECURE EXECUTION OF UNSECURED APPS ON A DEVICE
14/046,687		SECURE UNLOCKING AND RECOVERY OF A LOCKED WRAPPED APP ON A MOBILE DEVICE
14/167,418		PROVISIONING AN APP ON A DEVICE AND IMPLEMENTING A KEYSTORE
14/279,971		SECURE SINGLE SIGN-ON FOR A GROUP OF WRAPPED APPLICATIONS ON A COMPUTING DEVICE AND RUNTIME CREDENTIAL SHARING
14/459,976	8,997,208	GATEWAY DEVICE FOR TERMINATING A LARGE VOLUME OF VPN CONNECTIONS
PCT/US14/051139		GATEWAY DEVICE FOR TERMINATING A LARGE VOLUME OF VPN CONNECTIONS
14/518,892		USER, DEVICE, AND APP AUTHENTICATION IMPLEMENTED BETWEEN A CLIENT DEVICE AND VPN GATEWAY
14/592,711		SIMPLIFYING IKE PROCESS IN A GATEWAY TO ENABLE DATAPATH SCALING USING TWO TIER CACHE CONFIGURATION
14/683,895		AUTOMATIC CERTIFICATE ENROLLMENT IN A SPECIAL-PURPOSE APPLIANCE
14/683,919		DATA LOSS PREVENTION DURING APP EXECUTION USING E-MAIL ENFORCEMENT ON A MOBILE DEVICE
14/697,873		SECURING AND MANAGING APPS ON A DEVICE USING POLICY GATES

A(2) Transferred Trademarks

Mark	INTL Class	App. No.
MOCANA ATLAS	9	86/326,020

A(3) Code

The code to be transferred ("Transferred Code") is the code that has been developed by the Atlas line of business for the following products:

- Atlas Client Architecture consisting of:
 - 1.1. Atlas Hardening Engine (including MAP 3.5, MAP.next and the Compass Browser)
 - 1.2. Atlas Client SDK
 - 1.3. Atlas Secure Access Provider (connectivity client), also known as ASAP;
- Atlas Gateway: a computer software or hardware systems designed to function primarily as a virtual private network exchanging information with Hardened Applications.