

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4503083

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURED PARTY BILL OF SALE	
SEQUENCE:	1	
CONVEYING PARTY DATA		
	Name	Execution Date
	REDHILLS TC VENTURES, LLC	05/01/2017
RECEIVING PARTY DATA		
Name:	REDHILLS TC VENTURES, LLC	
Street Address:	1635 VILLAGE CENTER CIRCLE	
Internal Address:	SUITE 160	
City:	LAS VEGAS	
State/Country:	NEVADA	
Postal Code:	89134	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Patent Number:	8374930	
Patent Number:	8423437	
Patent Number:	8341023	
Application Number:	15289113	
PCT Number:	US2016049044	
Application Number:	62210389	
Application Number:	13767291	
CORRESPONDENCE DATA		
Fax Number:	(949)760-9502	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	9497600404	
Email:	efiling@knobbe.com	
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP	
Address Line 1:	2040 MAIN STREET	
Address Line 2:	14TH FLOOR	
Address Line 4:	IRVINE, CALIFORNIA 92614	
NAME OF SUBMITTER:	ANDREW LLOYD	
SIGNATURE:	/Andrew Lloyd/	

PATENT

DATE SIGNED:	07/13/2017
Total Attachments: 4 source=Redhills TC Ventures LLC Secured Partys Foreclosure Bill of Sale-signed#page1.tif source=Redhills TC Ventures LLC Secured Partys Foreclosure Bill of Sale-signed#page2.tif source=Redhills TC Ventures LLC Secured Partys Foreclosure Bill of Sale-signed#page3.tif source=Redhills TC Ventures LLC Secured Partys Foreclosure Bill of Sale-signed#page4.tif	

SECURED PARTY'S FORECLOSURE BILL OF SALE
(Transfer Statement Pursuant to UCC § 9-610)

This **SECURED PARTY'S FORECLOSURE BILL OF SALE** (this "Bill of Sale"), dated as of May 1, 2017, is made by REDHILLS TC VENTURES, LLC, a Delaware limited liability company, as successor in interest to Redhills Ventures, LLC, a Nevada limited liability company ("Secured Party"), in favor of REDHILLS TC VENTURES, LLC, a Delaware limited liability company, as purchaser (in such capacity, the "Purchaser").

RECITALS

WHEREAS, as of the date hereof, Secured Party held a public sale of all of TRUSTIFI Corporation's ("Debtor") rights in and to the Purchased Assets (as defined on Exhibit A attached hereto) pursuant to Article 9 of the Nevada Commercial Code (the "Applicable UCC").

WHEREAS, Secured Party desires to sell the Purchased Assets to Purchaser and Purchaser desires to acquire the Purchased Assets from Secured Party.

NOW, THEREFORE, Secured Party hereby sells to Purchaser the Purchased Assets.

1. As of May 1, 2017, Debtor owed to Secured Party \$1,863,819.26. Secured Party has conducted a public sale of the of the Purchased Assets. Secured Party has credit bid \$1,500,000.00 for the Purchased Assets. No other bid was received by Secured Party for the Purchased Assets. Consequently, Secured Party, as purchaser, has acquired all of Debtor's rights in the Purchased Assets.

2. Secured Party represents and warrants to Purchaser:

2.1 Secured Party has not previously released or transferred, in whole or in part, its security interest in any of the Purchased Assets, or the debt secured by Secured Party's security interest in the Purchased Assets.

2.2 Secured Party has complied with the provisions of the Applicable UCC, and that, as a result, Purchaser has become the lawful owner of the Debtor's rights in and to the Purchased Assets, free and clear of any and all security interests discharged pursuant to Section 9-617(a) of the Applicable UCC.

3. Purchaser represents and warrants to Secured Party:

3.1 Purchaser has full company power and authority to execute and deliver this Bill of Sale and to consummate the transactions contemplated in this Bill of Sale. The execution and delivery of this Bill of Sale and the consummation of the transactions contemplated hereby have been duly and validly authorized by Purchaser and no other proceedings (company or otherwise) are necessary for Purchaser to authorize this Bill of Sale or to consummate the transactions contemplated hereby. This Bill of Sale has been duly and validly executed by Purchaser and constitutes a valid and binding agreement of Purchaser.

3.2 There is no requirement applicable to Purchaser to make any filing with, or to obtain any Governmental Authorization from, any Governmental Entity or to obtain any consent, approval or authorization from any other corporation, partnership, individual, or other entity as a condition to the lawful consummation by Purchaser of the transactions contemplated by this Bill of Sale. "Governmental Authorization" means any consent, approval, license, registration, security clearance, authorization, certificate or permit issued, granted, given or otherwise made available by or under the authority of any Governmental Entity or pursuant to any law, statute, rule, regulation, ordinance and other

pronouncement having the effect of law of the United States of America, any foreign country or any domestic or foreign state, or of any Governmental Entity. "Governmental Entity" means any court, tribunal, arbitrator or any government or quasi-governmental entity or municipality or political or other subdivision thereof, whether federal, state, city, county, local, provincial, foreign or multinational, or any agency, department, board, authority, bureau, branch, commission, official or instrumentality of any of the foregoing.

4. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Nevada, regardless of any laws on choice of law or conflicts of laws of any jurisdiction.

5. If any term or provision of this Bill of Sale or the application thereof to any person or circumstances will to any extent be invalid or unenforceable, the remainder of this Bill of Sale or the application of such terms or provisions to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby and each term and provision of this Bill of Sale will be valid and enforced to the fullest extent permitted by law.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, Secured Party and Purchaser have executed this Bill of Sale as of the first date written above.

SECURED PARTY

REDHILLS TC VENTURES, LLC
a Delaware limited liability company

By: **REDHILLS VENTURES, LLC**
a Nevada limited liability company
its sole Member and Manager

By: Antoinette Chabriel
Name: Antoinette Chabriel
Title: Manager

PURCHASER

REDHILLS TC VENTURES, LLC
a Delaware limited liability company

By: **REDHILLS VENTURES, LLC**
a Nevada limited liability company
its sole Member and Manager

By: Antoinette Chabriel
Name: Antoinette Chabriel
Title: Manager

EXHIBIT A

Description of Purchased Assets

- (a) all Accounts Receivable ("Accounts Receivable" consists of all accounts, chattel paper (including without limit electronic chattel paper and tangible chattel paper), contract rights, Deposit Accounts, documents, instruments and rights to payment evidenced by chattel paper, documents or instruments, health care insurance receivables, commercial tort claims, letters of credit, letter of credit rights, supporting obligations, and rights to payment for money or funds advanced or sold);
- (b) all General Intangibles (including, without limitation, software source and object code and websites, whether or not technically inclusive within the definition of general intangibles under the Uniform Commercial Code);
- (c) all Inventory;
- (d) all Equipment and Fixtures;
- (e) all investment property (including, without limit, securities, securities entitlements, and financial assets);
- (f) all goods, instruments, (including, without limit, promissory notes), documents (including, without limit, negotiable documents), policies and certificates of insurance, deposit accounts, and money or other property (except real property which is not a fixture) which are now in possession of Trustifi Corporation, a Nevada corporation ("*Trustifi*"), or as to which Trustifi controls possession by documents or otherwise;
- (g) all Books and Records;
- (h) all additions, attachments, accessions, parts, replacements, substitutions, renewals, interest, dividends, distributions, rights of any kind (including but not limited to stock splits, stock rights, voting and preferential rights), products, and proceeds of or pertaining to the above including, without limit, cash or other property which were proceeds and are recovered by a bankruptcy trustee or otherwise as a preferential transfer by Trustifi; and
- (i) all of Trustifi's right, title and interest in and to the patents, patent applications, trademarks and trademark applications now owned by Trustifi or in which Trustifi now has any right, title, interest or license to, including all proceeds and products of any and all of the foregoing as described in the Security Agreement.