

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4509667

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
NCOMPUTING DE, LLC		06/12/2017
RECEIVING PARTY DATA		
Name:	NCOMPUTING GLOBAL, INC.	
Street Address:	1900 SOUTH NORFOLK STREET	
Internal Address:	SUITE 245	
City:	SAN MATEO	
State/Country:	CALIFORNIA	
Postal Code:	94403	
PROPERTY NUMBERS Total: 31		
Property Type	Number	
Application Number:	12207389	
Application Number:	12207402	
Application Number:	13018575	
Application Number:	13669560	
Application Number:	12360400	
Application Number:	12394876	
Application Number:	29263151	
Application Number:	29285511	
Application Number:	12395152	
Application Number:	14879838	
Application Number:	12560990	
Application Number:	13548535	
Application Number:	29317891	
Application Number:	12474681	
Application Number:	12861217	
Application Number:	13499128	
Application Number:	13499516	
Application Number:	13499545	
Application Number:	14792348	

PATENT

Property Type	Number
Application Number:	12947294
Application Number:	12908365
Application Number:	13032387
Application Number:	29360371
Application Number:	29360538
Application Number:	29360539
Application Number:	13196143
Application Number:	13301429
Application Number:	13774819
Application Number:	13913206
Application Number:	14080918
Application Number:	14255709

CORRESPONDENCE DATA

Fax Number:

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.

Email: request@slwip.com

Correspondent Name: SCHWEGMAN LUNDBERG & WOESSNER, P.A.

Address Line 1: PO BOX 2938

Address Line 4: MINNEAPOLIS, MINNESOTA 55402-0938

ATTORNEY DOCKET NUMBER:	2670.000001
NAME OF SUBMITTER:	KRISTEN DAME
SIGNATURE:	/Kristen Dame/
DATE SIGNED:	07/19/2017

Total Attachments: 33

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RECORDATION FORM COVER SHEET
PATENTS ONLY

Atty Ref/Docket No.: 2670.000001

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

NComputing DE, LLC

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement ☐ Change of Name

☐ Other

Execution Date: June 12, 2017

2. Name and address of receiving party(ies):

Name: NComputing Global, Inc.

Street Address: 1900 South Norfolk Street
Suite 245

City: San Mateo State: CA Zip: 94403

Country: United States of America

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

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

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

A. Patent Application No.(s)

B. Patent No.(s)

See Attached Appendix

Additional numbers attached? ☐ Yes ☒ No

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

Name: Aris Gregorian

Address:

Schwegman Lundberg & Woessner, P.A.
P.O. Box 2938
Minneapolis, MN 55402--0938

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 0.00

☐ Enclosed

☐ Authorized to be charged to deposit account 19-0743

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

/ Aris Gregorian /

7/18/2017

Aris Gregorian/Reg. No. 72,357

Name of Person Signing

Signature

Date

Total number of pages including cover sheet: 33

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Mail Stop Assignment Recordation Services

P.O. Box 1450

Alexandria, VA 22313-1450

PATENT
REEL: 043237 FRAME: 0077

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "*Agreement*") is hereby entered into on June 2, 2017 (the "*Effective Date*"), by and between Ncomputing DE (assignment for the benefit of creditors), LLC, a California corporation with a principal place of business located at 1100 La Avenida Street, Building A, Mountain View, CA 94043 ("*Seller*"), and NComputing Global, Inc., a California corporation with a principal place of business located at 1900 South Norfolk Street, Suite 245, San Mateo, CA 94403 ("*Buyer*").

RECITALS

The Agreement is made and entered into with reference to the following facts:

A. By resolution of the board of directors (the "*Board*") of NComputing, Inc., a Delaware corporation (the "*Assignor*"), Assignor transferred ownership of all of its right, title and interest in and to all of its tangible and intangible assets (the "*Assets*") to Seller, and, in so doing, has also designated Seller to act, pursuant to California law, as the assignee for the benefit of creditors of Assignor. The General Assignment agreement (the "*General Assignment*") between Assignor and Seller, as assignee, is attached hereto as Exhibit A.

B. Pursuant to the General Assignment, Seller is the owner of all right, title and interest in and to certain tangible and intangible assets, including but not limited to all intellectual property rights, pertaining to the (i) Thin Client Terminal Hardware Devices such as L-Series, X-Series, U-Series, M/MX-Series, N-Series products, its related circuit design, knowhow, and customized SoC such as Numo1, Numo2 and Numo3 (ii) Management Software such as vSpace, and (iii) derivatives thereof.

C. Buyer now desires to purchase from Seller such tangible and intangible assets as described in this Agreement ("*Purchased Assets*"), and Seller now desires to sell to Buyer, the Purchased Assets upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual covenants, agreements, representations, and warranties contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby enter into the following Agreement.

1. PURCHASE AND SALE OF THE ASSETS.

1.1. Agreement to Sell and Purchase the Assets. Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and covenants set forth in this Agreement, Seller hereby agrees to sell, assign, transfer and convey to Buyer at the Closing (as defined in Section 2.3 below), and Buyer hereby agrees to purchase and acquire from Seller at the Closing, all of Seller's right, title and interest in and to all of the Purchased Assets. The Purchased Assets will be sold, assigned, transferred and conveyed to Buyer on the Closing Date

(as defined in section 2.3 below) on a "AS IS" and "WHERE IS" basis, with no representations or warranties other than those specifically set forth below. Any pledges, liens, licenses, rights of possession, security interests, restrictions, encumbrances, charges, title retention or other security arrangements (collectively, "Encumbrances") shall be removed by Seller on or before the Closing Date, as that term is defined below in Section 2.3, except for the security lien that is placed on the Purchased Assets and other assets owned by the Buyer as required under section 2.2 of the Agreement as specified in the Security Agreement executed by the Parties hereto.

1.2. Assets Defined. As used in this Agreement, the term "**Purchased Assets**" means, the assets listed in Exhibit B attached hereto. The Purchased Assets specifically do not, under any circumstances, include any of Seller's or Assignor's (i) cash, (ii) accounts receivable, (iii) claims for preference or fraudulent conveyance recoveries under applicable law or any other litigation recoveries, (iv) state or federal tax refunds, (v) insurance refunds or recoveries, (vi) utility or leasehold security deposits, (vii) all corporate governance and human resource documents and business books and records, or (viii) any of the "**Excluded Assets**" (defined below). Buyer shall promptly execute and deliver to Seller any and all such further assignments, endorsements and other documents as Seller may reasonably request for the purpose of effectuating the terms and conditions of this Section.

1.3. Asset Transfer; Passage of Title; Delivery.

(a) Title Passage. Upon payment of the initial amount set forth in Section 2.1(a) below, (i) title to all of the Purchased Assets shall pass to Buyer; (ii) Seller shall make available to Buyer possession of all of the Assets as provided in subsection 1.3(b); and (iii) upon Buyer's request, Seller shall execute assignments, conveyances and/or bills of sale reasonably requested to convey to Buyer title to all of the Purchased Assets, in accordance with Section 1.1 of this Agreement, as well as such other instruments of conveyance as Buyer may reasonably deem necessary to effect or evidence the transfers contemplated hereby, including but not limited to assignment of all patents, copyrights, trademarks, etc.

(b) Delivery of Assets. Upon receipt of the first payment set forth below, Seller shall, if deemed necessary, make available to Buyer possession of the Purchased Assets, provided, however, that the expenses of retrieving, removing and transferring the Purchased Assets shall be borne exclusively by Buyer.

(c) Retention of Documents. As assignee, Seller is responsible for maintaining business records during the assignment process and, among other things, will prepare and file final tax returns. To the extent Buyer requires business records of Assignor that Seller has retained to administer the assignment estate, Buyer shall, at its own expense, arrange to obtain copies of such records from Seller.

2. PURCHASE PRICE; PAYMENTS.

2.1. Purchase Price. In consideration of the sale, transfer, conveyance and assignment of all of the Assets to Buyer, Buyer agrees to pay by wire transfer to Seller the sum

of Three Million Three Hundred and Fifty Thousand U.S. Dollars (\$3,350,000.00) (the "**Purchase Price**"). The Purchase Price shall be paid by Buyer to Seller as follows:

- (a) US \$1,700,000.00 shall be paid on the Closing Date.
- (b) US \$165,000.00 shall be paid on or before September 30, 2017.
- (c) US \$165,000.00 shall be paid on or before December 31, 2017.
- (d) US \$165,000.00 shall be paid on or before March 30, 2018.
- (e) US \$165,000.00 shall be paid on or before June 30, 2018.
- (f) US \$165,000.00 shall be paid on or before September 30, 2018.
- (g) US \$165,000.00 shall be paid on or before December 31, 2018.
- (h) US \$165,000.00 shall be paid on or before March 30, 2019.
- (i) US \$165,000.00 shall be paid on or before June 30, 2019.
- (j) US \$165,000.00 shall be paid on or before September 30, 2019.
- (k) US \$165,000.00 shall be paid on or before December 31, 2019.

2.2. Granting of Security Interest. As part of the Agreement, Buyer shall execute and deliver a security agreement ("Security Agreement") that grants Seller a security interest in the assets of Buyer including but not limited to the Purchased Assets, as specified in the Security Agreement executed by the Parties hereto. The Security Agreement secures the payments set forth in section 2.1 of the Agreement. A copy of the Security Agreement is attached hereto as Exhibit C.

2.3. Closing. The consummation of the purchase and sale of the Purchased Assets contemplated hereby will take place at a closing to be held at the offices of Seller (the "**Closing**"), on June 23, 2017 (the "**Closing Date**"), or at such other time or date, and at such place, or by such other means of exchanging documents, as may be agreed to by Buyer and Seller. If the Closing does not occur on or prior to June 23, 2017 or such later date upon which Buyer and Seller agree in writing this Agreement shall terminate upon written notice of termination given by either party hereto that is not in default of its obligations hereunder, and thereupon this Agreement shall become null and void and no party hereto will have any further rights or obligations hereunder, except that Section 6.1 shall survive such termination

3. OBLIGATIONS.

3.1. 3.1 Liabilities and Obligations Not Assumed. Except as expressly set forth in this Agreement, Buyer shall not assume or become obligated in any way to pay or perform any

liabilities, debts or obligations of Seller whatsoever, including, but not limited to, any liabilities or obligations now or hereafter arising from the Assets that took place prior to the execution of this Agreement. All liabilities, debts and obligations of Seller are not expressly assumed by Buyer hereunder.

3.2. No Obligations to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon any person or entity other than the parties hereto, or make any person or entity a third party beneficiary of this Agreement, or to obligate either party to any person or entity other than the parties to this Agreement. The assumption by Buyer of any liabilities or obligations of Seller under this Agreement, if any, shall in no way expand the rights or remedies of third parties against Buyer as compared to the rights and remedies such parties would have against Seller if this transaction was not consummated.

4. REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer hereby represents and warrants to Seller that all the following statements are true, accurate and correct:

4.1. Due Organization. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of California. Buyer has all necessary power and authority to enter into this Agreement and to execute and deliver all other documents that Buyer is required to execute and deliver hereunder, and Buyer holds or will timely hold all permits, licenses, orders and approvals of all federal, state and local governmental or regulatory bodies necessary and required therefore.

4.2. Power and Authority; No Default. Buyer has all requisite power and authority to enter into and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance by Buyer of this Agreement, and the consummation of all the transactions contemplated hereby, have been duly and validly authorized by Buyer. This Agreement, when signed and delivered by Buyer, will be duly and validly executed and delivered and will be the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the laws relating to bankruptcy, insolvency and relief of debtors, and rules and laws governing specific performance, injunctions, relief and other equitable remedies.

4.3. Authorization for this Agreement. No authorization, approval, consent of, or filing with any governmental body, department, bureau, agency, public board, authority or other third party is required for the consummation by Buyer of the transactions contemplated by this Agreement.

4.4. Litigation. To the best of Buyer's knowledge, there is no litigation, suit, action, arbitration, inquiry, investigation or proceeding pending or, to the knowledge of Buyer, threatened, before any court, agency or other governmental body against Buyer (or any corporation or entity affiliated with Buyer) which seeks to enjoin or prohibit or otherwise prevent the transactions contemplated hereby.

5. **REPRESENTATIONS AND WARRANTIES OF SELLER.**

Seller represents and warrants to Buyer that all of the following statements are true, accurate and correct:

5.1. **Corporate Organization.** Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of California.

5.2. **Power and Authority; No Default Upon Transfer.** Seller has all requisite power and authority to enter into and deliver this Agreement and to perform its obligations hereunder and under the General Assignment. The signing, delivery and performance by Seller of this Agreement, and the consummation of all of the transactions contemplated hereby, have been duly and validly authorized by Seller. This Agreement, when signed and delivered by Seller, will be duly and validly executed and delivered and will be the valid and binding obligation of Seller, enforceable against Seller, as assignee, in accordance with its terms as governed by applicable law, regulations and rules. Neither the signing and delivery of this Agreement by Seller, nor the performance by Seller of its obligations under this Agreement, will (i) violate Seller's Articles of Organization or Operating Agreement, or (ii) to the best of Seller's knowledge, violate any law, statute, rule or regulation or order, judgment, injunction or decree of any court, administrative agency or government body applicable to Seller.

5.3. **Title.** To the best of Seller's knowledge after reasonable inquiry, including, without limitation, competent assessment of the applicable UCC search in Assignor's state of incorporation, Seller, as assignee, has good and marketable title to all of the Purchased Assets. Seller sells, assigns, transfers and conveys the Purchased Assets to Buyer on an "AS IS" and "WHERE IS" basis, clear of all known Encumbrances, with no representations or warranties as to merchantability, fitness or use.

(a) **AS-IS SALE; DISCLAIMERS; RELEASE. IT IS UNDERSTOOD AND AGREED THAT, UNLESS EXPRESSLY STATED HEREIN, SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PURCHASED ASSETS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(b) **BUYER ACKNOWLEDGES AND AGREES THAT UPON THE CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PURCHASED ASSETS "AS IS, WHERE IS, WITH ALL FAULTS." BUYER HAS NOT RELIED UPON AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PURCHASED ASSETS OR RELATING THERETO MADE OR FURNISHED BY SELLER OR ITS REPRESENTATIVES TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, EXCEPT AS**

EXPRESSLY STATED HEREIN. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PURCHASED ASSETS ARE BEING SOLD "AS IS, WHERE IS, WITH ALL FAULTS."

(c) BUYER ACKNOWLEDGES TO SELLER THAT BUYER WILL HAVE THE OPPORTUNITY TO CONDUCT PRIOR TO CLOSING SUCH INSPECTIONS AND INVESTIGATIONS OF THE PURCHASED ASSETS AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE PURCHASED ASSETS AND ITS ACQUISITION THEREOF. BUYER FURTHER WARRANTS AND REPRESENTS TO SELLER THAT BUYER WILL RELY SOLELY ON ITS OWN REVIEW AND OTHER INSPECTIONS AND INVESTIGATIONS IN THIS TRANSACTION AND NOT UPON THE INFORMATION PROVIDED BY OR ON BEHALF OF SELLER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES WITH RESPECT THERETO. BUYER HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, LATENT OR PATENT DEFECTS, ADVERSE PHYSICAL OR OTHER ADVERSE MATTERS, MAY NOT HAVE BEEN REVEALED BY BUYER'S REVIEW AND INSPECTIONS AND INVESTIGATIONS.

(d) BUYER ACKNOWLEDGES THAT SOME OF THE PURCHASED ASSETS DESCRIBED IN EXHIBIT B MAY CONTAIN THIRD-PARTY INTELLECTUAL PROPERTY THAT MAY HAVE BEEN LICENSED BY ASSIGNOR OR OTHERWISE ACQUIRED BY ASSIGNOR. BUYER UNDERSTANDS THAT SELLER IS UNABLE TO TRANSFER INTELLECTUAL PROPERTY BELONGING TO A THIRD-PARTY WITHOUT THE EXPRESS WRITTEN CONSENT OF THAT THIRD-PARTY, WHICH WILL NOT BE OBTAINED OR SOUGHT BY SELLER AS A PART OF, OR CONDITION TO, THIS AGREEMENT. BUYER SHALL ACCEPT FULL RESPONSIBILITY FOR COMMUNICATING WITH ANY SUCH THIRD-PARTIES WHO'S INTELLECTUAL PROPERTY MAY BE INCLUDED IN THE PURCHASED ASSETS TRANSFERRED HEREBY AND SHALL PAY ANY AND ALL LICENSING OR OTHER FEES, COSTS, EXPENSES OR CHARGES THAT MAY BE ASSOCIATED WITH USING ANY SUCH PURCHASED ASSETS.

5.4. Litigation. To the best of Seller's knowledge, there is no claim, action, arbitration, inquiry, investigation, suit or proceeding pending or, to Seller's knowledge, threatened, against Seller that might affect in any way any of the Assets or the transactions contemplated by this Agreement, nor is Seller aware or have grounds to know of any reasonable basis therefor. To the best of Seller's knowledge, there are no judgments, decrees, injunctions or orders of any court, governmental body, department, commission, agency, instrumentality or arbitrator against Seller or Assignor affecting the Assets.

5.5. Authorization for this Agreement. To the best of Seller's knowledge, no authorization, approval, consent of, or filing with any governmental body, department, bureau, agency, public board, authority or other third party is required for the consummation by Seller of the transactions contemplated by this Agreement.

5.6. **Assignee.** All rights of Seller with regard to the ownership and possession of the Purchased Assets are rights held as assignee pursuant to the General Assignment made by Assignor. Pursuant to the General Assignment, Assignor has informed Seller that it transferred to Seller all of Assignor's right, title and interest in and to the Purchased Assets. Pursuant to this Agreement, Seller, solely in its capacity as assignee, will at Closing sell, assign, and transfer all of its right, title and interest in and to the Purchased Assets to Buyer.

5.7. **No Conflict.** Neither the execution or delivery by Seller of this Agreement, nor the execution or delivery by Seller of any other documents contemplated hereby, nor the consummation of the transaction contemplated hereby, nor compliance with the terms, covenants and conditions hereof, will conflict with or result in a breach or violation of, constitute a default under, any indenture, mortgage, lease, loan agreement or any other agreement to which Seller is a party or by which it is bound or to which it is subject. Further, neither the execution or delivery by Seller of this Agreement, nor the execution or delivery by Seller of any other documents contemplated hereby, nor the consummation of the transaction contemplated hereby, nor compliance with the terms, covenants and conditions hereof, will result in the creation of any lien, charge or encumbrance upon the Assets.

5.8 **Unrelated Liabilities.** Buyer will not assume, succeed or be subject to any liability which arises out of or is in any way connected with Seller and/or the Assets.

5.9 **Survival.** The foregoing representations and warranties shall be made as of the date of this Agreement and shall survive the consummation of the transaction contemplated by this Agreement.

6. **COVENANTS OF BUYER.**

6.1. **Confidential Information.** All copies, if any, of financial information, pricing, marketing plans, business plans, and other confidential and/or proprietary information of Assignor and/or Seller disclosed to Buyer in the course of negotiating the transactions contemplated by this Agreement, including the terms of this Agreement ("***Seller Confidential Information***"), will be held in confidence and not be used or disclosed by Buyer or any of its employees, affiliates or stockholders, *provided, however*, that from and after the execution of this Agreement, the foregoing covenant shall not be applicable to any Seller Confidential Information included in the Assets. It is agreed that Seller's Confidential Information will not include information that: (a) is proven to have been known to Buyer prior to receipt of such information from Seller; (b) is disclosed by a third party having the legal right to disclose such information and who owes no obligation of confidence to Seller; (c) is now, or later becomes, part of the general public knowledge or literature, other than as a result of a breach of this Agreement by Buyer; or (d) is independently developed by Buyer without the use of any Seller Confidential Information.

6.2. **Taxes and any Other Charges Related to the Sale.** Buyer agrees to promptly pay all sales, transfer, use or other taxes, duties, claims or charges imposed on Buyer related to the purchase of the Purchased Assets under this Agreement by any tax authority or other governmental agency and to defend, indemnify and hold Seller harmless from and against any

such taxes, duties, claims, or charges for payment thereof by any tax authority or other governmental agency.

6.3. Press Releases and Public Announcements. Buyer shall not issue any press release or make any public disclosure or announcement relating to the financial terms of this Agreement or identifying Seller without the prior written approval of Seller, which shall not be unreasonably withheld. Notwithstanding the foregoing, Buyer may disclose certain information relating to this Agreement if required to do so by law or applicable governmental regulation

6.4. Survival of Covenants. The covenants set forth in this Section shall survive the Closing. The covenants set forth in Section 6.1 above shall, in addition, survive the termination of this Agreement for any reason.

7. COVENANTS OF SELLER.

Seller covenants and agrees with Buyer as follows:

7.1. Further Assurances. From and after the Closing Date, Seller shall cooperate with Buyer and promptly sign and deliver to Buyer any and such additional documents, instruments, endorsements and related information and take actions as Buyer may reasonably request for the purpose of effecting the transfer of Seller's and/or Assignor's title to the Assets to Buyer, and/or carrying out the provisions of this Agreement, provided, however, that Seller shall be reimbursed for its reasonable costs and expenses incurred in providing such documents, instruments, endorsements or related information, which additional documents, instruments, endorsements or related information shall be prepared solely by Buyer.

7.2. Press Releases and Public Announcements. Seller shall not issue any press release or make any public disclosure or announcement relating to the financial terms of this Agreement or identify Buyer without Buyer's prior written approval, which shall not be unreasonably withheld. Notwithstanding the foregoing, Seller may disclose certain information relating to this Agreement if required to do so by law or applicable governmental regulation, and Seller shall be permitted, at its discretion, to prepare and distribute a tombstone regarding the General Assignment and this Agreement without mentioning the identity of Buyer or the terms of this Agreement.

7.3. Survival of Covenants. Each of the covenants set forth in this Section 7 shall survive the Closing.

8. TERMINATION.

8.1. Termination. If a party is in breach of any obligations under this Agreement, the other party may give written notice of such breach to that party. After notice is provided, the party alleged to be in breach shall have thirty (30) days in which to cure such breach. If such breach is not cured within the applicable thirty (30) days after the date of such notice, then the other party shall have the option to terminate this Agreement after providing written notice of such termination to the breaching party.

8.2. Effects of Termination. In addition to any other legal remedies provided under the law, upon termination of this Agreement by Seller for non-payment of the Purchase Price, Buyer hereby agrees to immediately transfer and/or assign all title to the Assets back to Seller.

9. CONDITIONS TO CLOSING.

9.1. Conditions to Buyer's Obligations. Buyer's obligations hereunder shall be subject to the satisfaction and fulfillment of each of the following conditions, except as Buyer may expressly waive the same in writing:

(a) Accuracy of Representations and Warranties on the Closing Date. The representations and warranties made herein by Seller shall be true and correct in all material respects, and not misleading in any material respect, on and as of the date given, and on and as of the Closing Date, with the same force and effect as though such representations and warranties were made on and as of the Closing Date.

(b) Compliance. As of the Closing Date, Seller shall have complied in all material respects with, and shall have fully performed, in all material respects, all conditions, covenants and obligations of this Agreement imposed on Seller and required to be performed or complied with by Seller at, or prior to, the Closing Date.

(c) Delivery of Purchased Assets. Seller shall have made the Purchased Assets available to Buyer as set forth in Section 1.3 above.

(d) Delivery of Closing Documents. Seller shall have delivered, and Buyer shall have received, the documents described in Section 10.2 hereof.

9.2. Conditions to Seller's Obligations. The obligations of Seller hereunder shall be subject to the satisfaction and fulfillment of each of the following conditions, except as Seller may expressly waive the same in writing:

(a) Accuracy of Representations and Warranties on Closing Date. The representations and warranties made herein by Buyer shall be true and correct in all material respects, and not misleading in any material respect, on and as of the date given, and on and as of the Closing Date with the same force and effect as though such representations and warranties were made on and as of the Closing Date.

(b) Compliance. Buyer shall have complied in all material respects with, and shall have fully performed, the terms, conditions, covenants and obligations of this Agreement imposed thereon to be performed or complied with by Buyer at, or prior to, the Closing Date.

(c) Payment. Buyer shall have transmitted by wire transfer and Seller shall have received payment of the first installment of the Purchase Price.

10. CLOSING OBLIGATIONS.

10.1. Buyer's Closing Obligations. At the Closing, Buyer shall deliver to Seller each of the following:

- (a) Payment of US \$1,700,000.00 by wire transfer.
- (b) The Assignment and Bill of Sale Agreement, in the form attached hereto as Exhibit D, signed by an authorized officer of Buyer on behalf of Buyer.
- (c) The Patent Assignment Agreement, in the form attached hereto as Exhibit E, signed by an authorized officer of Buyer on behalf of Buyer.
- (d) The Security Agreement, in the form attached hereto as Exhibit C, signed by an authorized officer of the Buyer on behalf of the Buyer.
- (e) A license termination agreement, in the form attached hereto as Exhibit F, between Seller and ZeroDesktop, Inc., signed by and authorized officer of ZeroDesktop, Inc. on behalf of ZeroDesktop, Inc. which terminates that license agreement dated July 1, 2015 between Seller and ZeroDesktop, Inc. and eliminates any known Encumbrances on the Purchased Assets.

10.2. Seller's Closing Obligations. At the Closing, Seller shall deliver to Buyer each of the following:

- (a) The Purchased Assets in accordance with Section 1.3.
- (b) The Assignment and Bill of Sale Agreement, in the form attached hereto as Exhibit D, signed by an authorized representative of Seller on behalf of Seller.
- (c) The Patent Assignment Agreement, in the form attached hereto as Exhibit E, signed by an authorized representative of Seller on behalf of Seller.

11. SURVIVAL OF WARRANTIES AND INDEMNIFICATION.

11.1. Survival of Warranties. All representations and warranties made by Buyer herein, or in any certificate, schedule or exhibit delivered pursuant hereto, shall survive the Closing for a period of one (1) year after the Closing Date. All representations and warranties made by Seller herein shall terminate effective as of the Closing.

11.2. Indemnified Losses. For the purpose of this Section 11.2 and when used elsewhere in this agreement, "Loss" shall mean and include any and all liability, loss, damage, claim, expense, cost, fine, fee, penalty, obligation or injury including, without limitation, those resulting from any and all actions, suits, proceedings, demands, assessments, judgments, award



or arbitration, together with reasonable costs and expenses including the reasonable attorneys' fees and other legal costs and expenses relating thereto.

11.3. No Indemnification by Seller. Seller is selling to Buyer the Purchased Assets defined in this Agreement on an "AS IS" and "WHERE IS" basis, clear of any known Encumbrances, with no representations or warranties as to merchantability, fitness or usability or in any other regard (except for the limited representations and warranties specifically set forth above), and Seller does not agree to defend, indemnify or hold harmless Buyer, any parent, subsidiary or affiliate of Buyer or any director, officer, employee, stockholder, agent or attorney of Buyer or of any parent, subsidiary or affiliate of Buyer from and against and in respect of any Loss which arises out of or results from the transactions described herein

11.4. Indemnification By Buyer. Subject to the provisions and limitations set forth in this Section 11, Buyer agrees to defend, indemnify and hold harmless Seller, any parent, subsidiary or affiliate of Seller, and any officers, directors, members, agents, managers, representatives, employees or attorneys of Seller or of any parent, subsidiary or affiliate of Seller (collectively, the "*Seller Indemnitees*") from and against and in respect of any Loss which arises out of or results from:

(a) any breach by Buyer of any covenant made herein, or the inaccuracy or untruth of any representation or warranty of Buyer made herein; or

(b) the use of the Purchased Assets after the Closing.

11.5. Period for Making Claims. A claim for indemnification by Seller under this Section 11 may be brought, if at all, for a period of one (1) year after the Closing Date, with respect to any claim or claims for indemnification under this Section 11.

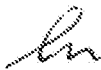
12. MISCELLANEOUS.

12.1. Expenses. Each of the parties hereto shall bear its own expenses (including without limitation attorneys' fees) in connection with the negotiation and consummation of the transactions contemplated hereby.

12.2. Notices. Any notice required to be given under this Agreement shall be in writing and shall be personally delivered or sent by certified or registered United States mail, postage prepaid, or sent by a nationally recognized overnight express courier and addressed as follows:

(a) If to Seller:

Ncomputing DE (assignment for the benefit of creditors), LLC
1100 La Avenida Street, Building A
Mountain View, CA 94043
United States
Telephone: (650) 329-9996
Facsimile: (650) 329-0980



Email: mam@shrwood.com
Attention: Michael A. Maidy

(b) If to Buyer:

NComputing Global, Inc.
1900 South Norfolk Street, Suite 245
San Mateo, CA 94403
United States
Telephone: (650) 585-4401
Facsimile: (650) 560-6200
Email: ysong@ncomputing.com
Attention: Young Song

12.3. Entire Agreement. This Asset Purchase Agreement, the exhibits hereto (which are incorporated herein by reference) and any agreements to be executed and delivered in connection herewith, together constitute the entire agreement and understanding between the parties and there are no agreements or commitments with respect to the transactions contemplated herein except as set forth in this Agreement. This Agreement supersedes any prior offer, agreement or understanding between the parties with respect to the transactions contemplated hereby.

12.4. Amendment; Waiver. Any term or provision of this Agreement may be amended only by a writing signed by both Seller and Buyer. The observance of any term or provision 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 by such waiver. No waiver by a party of any breach of this Agreement will be deemed to constitute a waiver of any other breach or any succeeding breach.

12.5. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or to give any person, firm or corporation, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

12.6. Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile or electronically transmitted signatures to this Agreement shall be as valid and binding as a signed original.

12.7. Benefit and Burden. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by and against, the parties hereto and their respective successors and permitted assigns.

12.8. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California (excluding application of any choice of law doctrines that would make applicable the law of any other state or jurisdiction) and, where

appropriate, applicable federal law. All claims and disputes arising under or in connection with this Agreement, whether for or in respect of, breach of contract, tort, equity, or otherwise, shall be adjudicated exclusively in federal or state courts located in Santa Clara County, California, and each party waives its right to a trial by jury of any such claims or disputes.

12.9. Severability. If any provision of this Agreement is for any reason and to any extent deemed to be invalid or unenforceable, then such provision shall not be voided but rather shall be enforced to the maximum extent then permissible under then applicable law and so as to reasonably effect the intent of the parties hereto, and the remainder of this Agreement will remain in full force and effect.

12.10. Attorneys' Fees. Should a suit or arbitration be brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable attorneys' fees to be fixed in amount by the Court or the Arbitrator(s) (including without limitation costs, expenses and fees on any appeal). The prevailing party will be entitled to recover its costs of suit or arbitration, as applicable, regardless of whether such suit or arbitration proceeds to a final judgment or award.

12.11. Limitation of Liability. BUYER HEREBY RECOGNIZES, ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCE MAY BUYER OR ANY OF ITS AFFILIATES ASSERT ANY CLAIM AGAINST OR SEEK ANY RECOVERY FROM ANY OFFICERS, DIRECTORS, MEMBERS, AGENTS, MANAGERS, REPRESENTATIVES OR EMPLOYEES OF SELLER OR ANY OF THE OFFICERS, DIRECTORS, MEMBERS, AGENTS, MANAGERS, REPRESENTATIVES OR EMPLOYEES OF ANY MEMBER OR AFFILIATE OF SELLER ON ACCOUNT OF ANY ACTION OR INACTION OR FOR ANY REASON WHATSOEVER RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, AS A RESULT OF, ARISING OUT OF, OR IN ANY WAY RELATING TO ANY BREACH OF ANY REPRESENTATION, WARRANTY AGREEMENT OR COVENANT MADE BY OR TO BE PERFORMED BY SELLER UNDER THIS AGREEMENT.

12.12. Limitation of Remedy in Favor of Buyer. BUYER HEREBY AGREES THAT ITS SOLE REMEDY RESULTING FROM ANY BREACH OF ANY REPRESENTATION(S) OR WARRANTY(IES) PROVIDED BY SELLER HEREIN IS TO ASSERT A GENERAL UNSECURED CLAIM AGAINST SELLER'S ASSIGNMENT ESTATE FOR DAMAGES INCURRED BY BUYER AS A RESULT OF SUCH BREACH, WITH ANY SUCH CLAIM, TO THE EXTENT AGREED TO BY SELLER OR ALLOWED BY A COURT OF LAW, TO BE TREATED IN THE SAME MANNER AS ALL OTHER GENERAL UNSECURED CLAIMS ASSERTED AGAINST SELLER'S ASSIGNMENT ESTATE. BUYER HEREBY FURTHER AGREES THAT UNDER NO CIRCUMSTANCE MAY ANY SUCH CLAIM(S) ASSERTED BY BUYER EXCEED, IN THE AGGREGATE, THE PURCHASE PRICE AND MUST BE ASSERTED BEFORE DECEMBER 15, 2017.

12.13. Specific Performance. Seller's obligation under this Agreement is unique. If Seller should default in its obligations under this Agreement, the parties acknowledge that it would be extremely impracticable to measure the resulting damages; accordingly, the Buyer, in addition to any other available rights or remedies, may sue in equity for specific performance, and Seller expressly waives the defense that a remedy in damages will be adequate.

[Signature Page Follows]



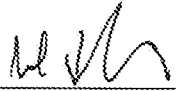
IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Asset Purchase Agreement by their duly authorized representatives as of the Effective Date.

SELLER:

BUYER:

Ncomputing DE (assignment for
the benefit of creditors), LLC

NComputing Global, Inc.

By: 

By: 

Title: mgr.

Title: CEO

EXHIBIT A

General Assignment

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GENERAL ASSIGNMENT

This Assignment is made as of the 26th day of January, 2015, by NComputing, Inc., a Delaware corporation, with offices at 3979 Freedom Circle, Suite 600, Santa Clara, California 95054 hereinafter referred to as "Assignor", to Ncomputing DE (assignment for the benefit of creditors), LLC, a California limited liability company, hereinafter referred to, along with any successors and assigns, as "Assignee".

RECITALS

WHEREAS, Assignor has determined that, based upon its business prospects, entering into this Assignment is in the best interests of the Assignor's creditors; and

WHEREAS, Assignor believes that Assignee is well qualified to efficiently administer the Assignment for the benefit of the Assignor's creditors;

NOW, THEREFORE, for valuable consideration, the receipt of which is duly acknowledged, the parties agree as follows:

AGREEMENT

1. Assignment of Assets.

(a) Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer to Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real (but not facility lease arrangements) and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, equipment, furniture, fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names and all associated goodwill, source codes, software, and related documentation, insurance policies, and choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

(b) This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing or other Governmental agency.

(c) Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of said property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and disposal of said property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorneys.

2. Payment of Fees. Assignee shall be entitled to be paid the fees and recover the costs set forth in the Compensation and Expense Reimbursement Agreement dated as of the date hereof between the Assignor and the Assignee (the "Fee Letter").

3. Appointment of Agents. Assignee is authorized and empowered to appoint and compensate such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

4. Certain Acknowledgments Regarding Transfer. Assignor acknowledges that certain of the assets being assigned under this General Assignment may be subject to restrictions on the use or transfer of such assets, the unauthorized use or transfer of which may result in further damages or claims. Such assets may include, without limitation, intellectual property rights of the Assignor (e.g., trade names, service names, registered and unregistered trademarks and service marks and logos; internet domain names; patents, patent rights and applications therefor, copyrights and registrations and applications therefor; software and source code (and software licenses with respect thereto); customer lists and customer information; know-how, trade secrets, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, data bases and other proprietary assets (collectively, "Intellectual Property")). Assignor represents and warrants that its officers, directors, shareholders, employees, agents, customers and other third parties have been advised not to use, remove or cause a transfer (other than pursuant to this General Assignment) of any of the assets of Assignor, including without limitation the Intellectual Property, either prior or subsequent to this General Assignment, except as expressly authorized in writing in advance, which written authorization is not inconsistent with or otherwise may constitute a breach of any other written agreement. Except as authorized in writing, which has been disclosed in writing to Assignee, Assignor further represents and warrants that no asset (including, without limitation, the Intellectual Property) has been transferred, used, or removed, in whole or in part, in a manner that interferes with the rights and interests of a third party(ies) in such asset or otherwise may constitute a breach of any contract with such third party(ies).

5. Representations and Warranties of the Assignor. Assignor represents and warrants to Assignee that as of the date hereof:

(a) Assignor has all requisite power and authority to execute, deliver and perform its obligations under this Assignment, including, without limitation, to transfer the property transferred to the Assignee hereby;

(b) the execution, delivery and performance by the Assignor of this Assignment has been duly authorized by all necessary corporate and other action and does not and will not require any registration with, consent or approval of, or notice to or action by, any person (including any governmental authority) in order to be effective and enforceable;

(c) this Assignment constitutes the legal, valid and binding obligation of the Assignor, enforceable against it in accordance with their respective terms; and

(d) all claims for wages, expense reimbursements, benefits and other compensation with priority over the Assignor's other creditors pursuant to California Code of Civil Procedure § 1204 accrued or otherwise arising prior to the date hereof have been satisfied in full.

6. Resignation and Replacement of Assignee. The Assignee may resign and be discharged from its duties hereunder at any time; provided that such resignation shall not become effective until a successor Assignee has been appointed by the resigning Assignee and such successor has accepted its appointment in writing delivered to the resigning Assignee. Any successor Assignee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall deliver one counterpart thereof to the resigning Assignee. Thereupon such successor Assignee shall, without any further act, become vested with all the estate, properties, rights, powers, trusts, and duties of his predecessor in connection with the Assignment with like effect as if originally named therein, but the resigning Assignee shall nevertheless, when requested in writing by the successor Assignee, execute and deliver an instrument or instruments conveying and transferring to such successor Assignee all of the estates, properties, rights, powers and trusts of such resigning Assignor in connection with the Assignment, and shall duly assign, transfer, and deliver to such successor Assignee all property and money held by it hereunder.

7. Limitation of Liability. Assignor acknowledges that Assignee is acting solely as Assignee in connection with this Assignment and not in its personal capacity. As a result, Assignor expressly agrees that Assignee, its members, officers and agents shall not be subject to any personal liability whatsoever to any person in connection with the affairs of this Assignment, except for its own misconduct knowingly and intentionally committed in bad faith. No provision of this Agreement shall be construed to relieve the Assignee from liability for its own misconduct knowingly and intentionally committed in bad faith, except that:

(a) The Assignee shall not be required to perform any duties or obligations except for the performance of such duties and obligations as are specifically set forth in this Assignment, and no implied covenants or obligations shall be read into this Assignment against the Assignee.

(b) In the absence of bad faith on the part of the Assignee, the Assignee may conclusively rely, as to the truth, accuracy and completeness thereof, on the statements and certificates or opinions furnished to the Assignee by the Assignor and conforming to the requirements of this Assignment.

(c) The Assignee shall not be liable for any error of judgment made in good faith.

(d) The Assignee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with a written opinion of legal counsel addressed to the Assignee.

In connection with the foregoing, the assignment estate shall defend, indemnify and hold the Assignee and its past and present officers, members, managers, directors, employees, counsel, agents, attorneys, parent, subsidiaries, affiliates, successors and assigns, including without limitation Sherwood Partners LLC (collectively, the "Indemnified Persons") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, charges, expenses and disbursements (including reasonable attorneys' fees and costs) of any kind or nature whatsoever which may at any time be imposed on, incurred by, or asserted against any such Indemnified Person in any way relating to or arising out of this General Assignment, the Fee Letter, any other document contemplated by or referred to herein or therein, the transactions contemplated hereby or thereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, including, without limitation, with respect to any investigation, litigation or proceeding related to or arising out of any of the foregoing, whether or not any Indemnified Person is a party thereto, and including, without limitation, any other Indemnified Claims (defined below), provided, that the assignment estate shall have no obligation hereunder to any Indemnified Person with respect to indemnified claims to the extent resulting from the willful misconduct or gross negligence of any Indemnified Person. The foregoing indemnification shall survive any termination of this General Assignment or the transactions contemplated hereby. For purposes hereof, "Indemnified Claims" means any and all claims, demands, actions, causes of action, judgments, obligations, liabilities, losses, damages and consequential damages, penalties, fines, costs, fees, expenses and disbursements (including without limitation, fees and expenses of attorneys and other professional consultants and experts in connection with investigation or defense) of every kind, known or unknown, existing or hereafter arising, foreseeable or unforeseeable, which may be imposed upon, threatened or asserted against, or incurred or paid by, any Indemnified Person at any time and from time to time, because of, resulting from, in connection with, or arising out of any transaction, act, omission, event or circumstance in any way connected with this General Assignment, the Fee Letter, any other document contemplated by or referred to

herein or therein, the transactions contemplated hereby or thereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, including but not limited to economic loss, property damage, personal injury or death in connection with, or occurring on or in the vicinity of, any assets of the assignment estate through any cause whatsoever, any act performed or omitted to be performed under this General Assignment, any other document contemplated by or referred to herein, the transactions contemplated hereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, any breach by Assignor of any representation, warranty, covenant, agreement or condition contained herein or in any other agreement between Assignor and Assignee.

8. Reliance.

(a) The Assignee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The Assignee may consult with legal counsel to be selected by it, and the Assignee shall not be liable for any action taken or suffered by it in accordance with the advice of such counsel.

(c) Persons dealing with the Assignee shall look only to the assignment estate to satisfy any liability incurred by the Assignee in good faith to any such person in carrying out the terms of this Assignment, and the Assignee shall have no personal or individual obligation to satisfy any such liability.

9. Headings. The headings used in this Assignment are for convenience only and shall be disregarded in interpreting the substantive provisions of this Assignment.

10. Forwarding of Mail. Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

11. Counterparts. This Assignment agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

12. Attorneys fees and costs. Except as set forth in the Fee Letter, the parties agree that each of them shall bear its own legal costs and expenses in connection with the negotiation, drafting, execution or enforcement of this Assignment.

13. Entire Agreement. This Assignment and the Fee Letter contain the entire agreement of the parties hereto with respect to the matters covered and the transactions contemplated hereby, and no other agreement, statement, representation, warranty or promise made prior hereto or contemporaneously herewith by any party hereto, or any employee, officer, agent, or attorney of any party hereto shall be valid or

binding or relied upon by any party as an inducement to enter into, or as consideration for, this Assignment.

14. **Governing Law.** This General Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles.

15. **Severability.** In case any provision of this General Assignment shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this General Assignment and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16. **Cooperation.** Each party cooperated in the drafting of this General Assignment and therefore this General Assignment shall not be construed more strictly against any of the parties.

17. **Time is of the Essence.** Time is of the essence in the performance of and conditions set forth in this General Assignment.

18. **No Adequate Remedy at Law.** Each party hereto acknowledges and agrees that damages will not adequately compensate the other party for a breach of the terms of this General Assignment and that, as such, each party shall be entitled to specific performance of this General Assignment.

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

Assignor's Federal Tax I.D. Number:

Federal # **20-5862282**

**NCOMPUTING, INC., a Delaware
Corporation, Assignor.**

By
Its

**Ncomputing DE (assignment for the
benefit of creditors), LLC, a California
limited liability company, Assignee**

By
Its

EXHIBIT B

Assets

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Intangible Assets

1. **"Copyrighted Materials"** means the software code and documentation owned and controlled by Seller and covers the copyright of Desktop Virtualization Server Software, its corresponding Firmware software or Software Client program, its related Management Center Software, and Registration/License Management Server System for the following operating system platforms: Microsoft Windows® Operating System and Linux® Operating System. Software code included in the Copyrighted Materials has previously been provided to ZeroDesktop (now to Buyer) in source code and/or object code format.

2. **"Products"** means (i) Thin Client Terminal Hardware Devices such as L-Series, X-Series, U-Series, M/MX-Series, N-Series products, its related circuit design, knowhow, and customized SoC such as Numo1, Numo2 and Numo3 (ii) Management Software such as vSpace, and (iii) derivatives thereof. For the avoidance of doubt a Thin Client Terminal Hardware Device combined or bundled with Management Software knowhow, trade secrets and its source code.

3. **"Patents"** means: (a) the provisional patent applications, patent applications, and patents of Seller (including the PCT and/or U.S. utility application claiming priority to such provisional application(s) that are filed on or before the one year conversion date of such application(s)); (b) any patent or patent application that claims priority to, and/or is a divisional, continuation, reissue, renewal, reexamination, substitution or extension of, any patent application identified in (a); (c) any patents issuing on any patent application identified in (a) or (b), including any reissues, renewals, reexaminations, substitutions or extensions thereof; (d) any claim of a divisional, continuation or continuation-in-part application or patent (including any reissues, renewals, reexaminations, substitutions or extensions thereof) that is entitled to the priority date of at least one of the patents or patent applications identified in (a), (b) or (c); (e) any foreign counterpart (including PCTs) of any patent or patent application identified in (a), (b) or (c) or of the claims identified in (d); and (f) any supplementary protection certificates and any other patent term extensions and exclusivity periods and the like of any patents and patent applications identified in (a) through (e).

As of Closing date, the list of Patents is attached in next page.



Appendix

SLW FILE NUMBER	TITLE	SERIAL NUMBER	STATUS	PATENT NUMBER	INVENTORS	COUNTRY
2670.001CN1	NETWORK TERMINAL OPERATED BY DOWNLOADABLE OPERATING SYSTEM AND OPERATING METHOD THEREOF	2005800057032	Issued	ZL200580005703.2	Young Gil Song, Klaus A. Maier	CHINA
2670.001IN1	NETWORK TERMINAL OPERATED BY DOWNLOADABLE OPERATING SYSTEM AND OPERATING METHOD THEREOF	976MUMNP2006	Issued	Z36538	Young Gil Song, Klaus A. Maier	INDIA
2670.001KR1	NETWORK TERMINAL OPERATED BY DOWNLOADABLE OPERATING SYSTEM AND OPERATING METHOD THEREOF	1020040012030	Issued	10-0586309	Young Gil Song, Klaus A. Maier	KOREA
2670.001MX1	NETWORK TERMINAL OPERATED BY DOWNLOADABLE OPERATING SYSTEM AND OPERATING METHOD THEREOF	PAa2006009565	Issued	251860	Young Gil Song, Klaus A. Maier	MEXICO
2670.001SG1	NETWORK TERMINAL OPERATED BY DOWNLOADABLE OPERATING SYSTEM AND OPERATING METHOD THEREOF	2006057301	Issued	124543	Young Gil Song, Klaus A. Maier	SINGAPORE
2670.003US1	SYSTEM AND METHOD FOR LOW BANDWIDTH DISPLAY INFORMATION TRANSPORT	12207389	Issued	8411740	Yury Karlov, Nikolay Kovach	U.S.A.
2670.004US1	SYSTEM AND METHOD FOR COMPUTER NETWORK CONFIGURATION AND OPERATION	12207402	Issued	7908347	Yury Karlov, Nikolay Kovach	U.S.A.
2670.004US2	SYSTEM AND METHOD FOR COMPUTER NETWORK CONFIGURATION AND OPERATION	13018575	Issued	8332492	Yury Karlov, Nikolay Kovach	U.S.A.
2670.004US3	SYSTEM AND METHOD FOR COMPUTER NETWORK CONFIGURATION AND OPERATION	13669580	Issued	9118552	Yury Karlov, Nikolay Kovach	U.S.A.
2670.005TW1	System and Method for Obtaining Cross Compatibility With A Plurality of Thin-Client Platforms	098106526	Issued	1470442	Sergey Kipnis, Klaus A. Maier, Gabriele Sartori	TAIWAN
2670.005US1	SYSTEM AND METHOD FOR OBTAINING CROSS COMPATIBILITY WITH A PLURALITY OF THIN-CLIENT PLATFORMS	12360400	Issued	8681811	Sergey Kipnis, Klaus A. Maier, Gabriele Sartori	U.S.A.
2670.007TW1	SYSTEM AND METHOD FOR USING VIRTUAL IP ADDRESSES IN A MULTI-USER SERVER SYSTEM	098106524	Issued	1505419	Young Song, Klaus A. Maier, Sergey Kipnis	TAIWAN
2670.007US1	SYSTEM AND METHOD FOR USING VIRTUAL IP ADDRESSES IN A MULTI-USER SERVER SYSTEM	12394876	Issued	8005962	Young Song, Klaus A. Maier, Sergey Kipnis	U.S.A.
2670.008US1	NETWORK COMPUTING TERMINAL	29263151	Issued	D556199	Young Gil Song	U.S.A.
2670.009US1	Network Computing Terminal	29285511	Issued	D590827	Young Gil Song	U.S.A.
2670.015TW1	SYSTEM AND METHOD FOR LOW BANDWIDTH DISPLAY INFORMATION TRANSPORT	098106489	Issued	1521939	Subir Ghosh, Gabriele Sartori	TAIWAN
2670.015US1	SYSTEM AND METHOD FOR LOW BANDWIDTH DISPLAY INFORMATION TRANSPORT	12395152	Issued	9161063	Subir Ghosh, Gabriele Sartori	U.S.A.
2670.015US2	SYSTEM AND METHOD FOR LOW BANDWIDTH DISPLAY INFORMATION TRANSPORT	14879838	Issued	9635373	Subir Ghosh, Gabriele Sartori	U.S.A.
2670.016US1	OPTIMIZATION OF MEMORY BANDWIDTH IN A MULTI-DISPLAY SYSTEM	12560990	Issued	8248425	Subir Ghosh	U.S.A.
2670.016US2	OPTIMIZATION OF MEMORY BANDWIDTH IN A MULTI-DISPLAY SYSTEM	13548535	Issued	8471860	Subir Ghosh	U.S.A.
2670.020US1	NETWORK TERMINAL	29317891	Issued	D594864	Young Gil Song	U.S.A.
2670.022US1	METHOD AND APPARATUS FOR COPY PROTECTING A DIGITAL ELECTRONIC DEVICE	12474681	Issued	8800517	Subir Ghosh, Gabriele Sartori	U.S.A.
2670.023US1	SYSTEM AND METHOD FOR EFFICIENTLY PROCESSING DIGITAL VIDEO	12861217	Issued	8723891	Anita Chowdhry, Subir Ghosh	U.S.A.
2670.024US1	SYSTEM AND METHOD FOR A GRAPHICS TERMINAL MULTIPLIER	13499128	Issued	9432442	Gabriele Sartori	U.S.A.
2670.029US1	SYSTEM AND METHOD FOR A THIN-CLIENT TERMINAL SYSTEM WITH A LOCAL SCREEN BUFFER USING A SERIAL BUS	13499516	Issued	9411760	Gabriele Sartori, Subir Ghosh, William Liao	U.S.A.
2670.030US1	SYSTEM AND METHOD FOR A THIN-CLIENT TERMINAL SYSTEM SUPPORTING USB DEVICES	13499545	Issued	8891545	Gabriele Sartori, Subir Ghosh, Nikolay Kovach	U.S.A.
2670.031US2	SYSTEM AND METHOD FOR DYNAMIC VIDEO MODE SWITCHING	14792348	Pending		Franco Eulogio Mau, Sangyong Park, Anita Chowdhry	U.S.A.
2670.032US1	SYSTEM AND METHOD FOR ON-THE-FLY KEY COLOR GENERATION	12947294	Issued	8896612	Anita Chowdhry, Subir Ghosh	U.S.A.
2670.033US1	SYSTEM AND METHOD FOR DOWNSIZING VIDEO DATA FOR MEMORY BANDWIDTH OPTIMIZATION	12508365	Issued	8507987	Anita Chowdhry, Subir Ghosh	U.S.A.
2670.034US1	METHOD AND SYSTEM FOR DATA COMMUNICATIONS IN CLOUD COMPUTING ARCHITECTURE	13032987	Issued	8601097	Gabriele Sartori	U.S.A.
2670.035US1	ACCESS DEVICE	29360371	Issued	D630632	Carsten Puls, Kevin Strohmeier	U.S.A.
2670.036US1	ACCESS DEVICE	29360538	Issued	D647091	Herry Yoon, Chang Yu, Kevin Strohmeier	U.S.A.
2670.037US1	ACCESS DEVICE	29360539	Issued	D633495	Herry Yoon, Chang Yu, Kevin Strohmeier	U.S.A.
2670.038TW1	SYSTEM AND METHOD FOR EFFICIENTLY STREAMING DIGITAL VIDEO	100127456	Issued	1495330	Sergey Kipnis, Mariusz Legowski, Hubert Gburzynski, William Platt	TAIWAN
2670.038US1	SYSTEM AND METHOD FOR EFFICIENTLY STREAMING DIGITAL VIDEO	13196143	Issued	8799405	Sergey Kipnis, Mariusz Legowski, Hubert Gburzynski, William Platt	U.S.A.
2670.041US1	SYSTEM AND METHOD FOR AN OPTIMIZED ON-THE-FLY TABLE CREATION ALGORITHM	13301429	Issued	8749566	Anita Chowdhry, Subir Ghosh	U.S.A.
2670.042US1	SYSTEM AND METHOD FOR AN EFFICIENT DISPLAY DATA TRANSFER ALGORITHM OVER NETWORK	13774819	Issued	8736629	Subir Ghosh, Anita Chowdhry, Sergey Kipnis	U.S.A.
2670.043US1	SYSTEMS AND METHODS FOR HARDWARE-ACCELERATED KEY COLOR EXTRACTION	13913205	Issued	9317891	Anita Chowdhry, Subir Ghosh	U.S.A.
2670.044US1	SYSTEMS AND METHODS FOR COMPOSITING A DISPLAY IMAGE FROM DISPLAY PLANES USING ENHANCED BIT-LEVEL BLOCK TRANSFER HARDWARE	14080918	Issued	9142053	Subir Ghosh, Anita Chowdhry	U.S.A.
2670.045US1	SYSTEMS AND METHODS FOR COMPOSITING A DISPLAY IMAGE FROM DISPLAY PLANES USING ENHANCED BLENDING HARDWARE	14255709	Issued	9445585	Subir Ghosh, Anita Chowdhry	U.S.A.

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EXHIBIT D

The Assignment and Bill of Sale Agreement

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EXHIBIT D

ASSIGNMENT AND BILL OF SALE AGREEMENT

This Assignment and Bill of Sale Agreement (the "Agreement") is made as of June 12, 2017 (the "Effective Date"), by and between Ncomputing DE (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of NComputing, Inc. (the "Seller"), a Delaware corporation, and NComputing Global, Inc. (the "Buyer") a California Corporation. Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of June 12, 2017 (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. **Sale and Assignment of Purchased Assets.** Pursuant to the Asset Purchase Agreement, Buyer has on the date hereof purchased the Purchased Assets from Seller. In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, bargain, transfer, convey and deliver unto Buyer all of Seller's right, title and interest in and to the Purchased Assets.

2. **Cooperation.** Buyer and Seller agree to cooperate with each other to execute and deliver such other documents and instruments and to do such further acts and things as may be reasonably requested by the other to evidence, document or carry out the sale of the Purchased Assets.

3. **Effect of Agreement.** Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Asset Purchase Agreement or affect the rights of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

[Signatures on next page]



IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment and Bill of Sale Agreement to be executed on the Effective Date.

SELLER:

Ncomputing DE (assignment for the benefit of creditors),
LLC, solely as assignee for the benefit
of creditors of NComputing, Inc.

By: _____

Its: _____

BUYER:

NComputing Global, Inc.

By: _____

Its: _____

PATENT

REEL: 043237 FRAME: 0105

EXHIBIT E

The Patent Assignment Agreement

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EXHIBIT E

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "Assignment") is hereby entered into on June 12, 2017 (the "Effective Date"), by and between Ncomputing DE (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of NComputing, Inc. (the "Seller"), and NComputing Global, Inc. a California Corporation (the "Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of June 12, 2017, by and between Seller and Buyer (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. Pursuant to, and upon the terms of, the Asset Purchase Agreement, Seller has agreed to sell, convey, assign and transfer to Buyer, and Buyer has agreed to accept, (i) the entire worldwide right, title and interest of Seller in and to each and all Letters Patents in the United States and in all foreign countries including, without limitation corresponding Patent Cooperation Treaty patent applications and corresponding National patent applications and all inventions, improvements and discoveries disclosed in said Letters Patents and applications, including those set forth in Schedule A hereto, and in and to all substitutions, divisions, continuations, continuations-in-part, reexaminations, extensions, renewals and reissues (as applicable) thereof, including without limitation of generality, all rights of priority resulting from the filing of patent applications relating to any of the foregoing as well as any and all choses in action and any and all claims and demands, both at law and in equity, that Seller has or may have for damages or profits accrued or to accrue on account of the infringement of any of said Letter Patents, patent applications, inventions, improvements and discoveries (or any provisional rights therein), the same to be held and enjoyed by Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller if the assignment set forth in this Patent Assignment had not been made; (ii) the full and complete right to file patent applications in the name of the Seller or its designee, at the Buyer's, or its designee's election, on the aforesaid inventions, improvements, discoveries and applications in all countries of the world; and (iii) the entire right, title and interest of Seller in and to any Letter Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same (hereafter collectively referred to as "Patents").

2. Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of all of Seller's right, title and interest in, to and under such Patents and in and to the inventions represented thereby.

3. Seller, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign to Buyer, and Buyer hereby accepts the sale, conveyance, transfer and assignment of all worldwide right, title and interest of Seller in, to and under the Patents, together with the right of Seller to claim priority in all countries in accordance with international law, any and all rights of Seller corresponding to said Patents in countries throughout the world, and all of Seller's rights to sue for past, present or

future infringement of said Patents worldwide together with all claims for damages by reason of past, present or future infringement of said Patents, and the right to sue for and collect the same for Buyer's own use and enjoyment, all to be held and enjoyed by said Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made. Seller hereby authorizes and requests the United States Patent and Trademarks Office to issue said Letter Patents in accordance with this Agreement.

4. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.

5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

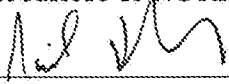
7. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

[Remainder of Page Intentionally Left Blank]



IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

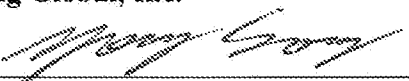
Ncomputing DE (assignment for the benefit of creditors), LLC,
in its sole and limited capacity as the assignee for the
benefit of creditors of NComputing, Inc.

By: 

Name: Michael A. Mang

Title: MAF.

NComputing Global, Inc.

By: 

Name: Young Song

Title: CEO



