

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
COASTAL FEDERAL CREDIT UNION	06/30/2017
RECEIVING PARTY DATA	
Name:	CONSTELLATION DIGITAL PARTNERS, LLC
Street Address:	1000 ST. ALBANS DRIVE
City:	RALEIGH
State/Country:	NORTH CAROLINA
Postal Code:	27609
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9641529
CORRESPONDENCE DATA	
Fax Number:	(919)854-1401
<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>	
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Correspondent Name:	MYERS BIGEL, P.A.
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ATTORNEY DOCKET NUMBER:	1473-2
NAME OF SUBMITTER:	GAYLE ENDRES
SIGNATURE:	/gee/
DATE SIGNED:	05/30/2018
Total Attachments: 20	
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ASSIGNMENT OF ASSETS AGREEMENT

THIS ASSIGNMENT OF ASSETS AGREEMENT (the "Agreement") dated as of the last date set forth below on the signature page and effective as of May 2, 2017 ("Effective Date"), is made by and between Coastal Federal Credit Union, a federally chartered credit union (the "Assignor") and Constellation Digital Partners, LLC, a North Carolina limited liability company (the "Assignee").

RECITALS

WHEREAS, Assignor along with group of participants funded the due diligence and initial research and development of certain intellectual property related to a digital services platform (the "Funders") in accordance with the CUSO Pre-Formation Expense Sharing Agreement attached hereto as Exhibit A;

WHEREAS, Assignor, on behalf of itself and the Funders, desires to transfer and assign to the Assignee certain assets and rights of the Assignor and the Funders developed in accordance with the CUSO Pre-Formation Expense Sharing Agreement;

NOW, THEREFORE, in consideration of the covenants, agreements, representations, and warranties contained in this Agreement, the parties hereto hereby agree as follows:

ARTICLE 1 ASSIGNMENT OF ASSETS

1.1. Assignment of Assets. Subject to the terms and conditions of this Agreement, as of the Date of this Agreement, the Assignor shall transfer, convey, assign, and deliver to the Assignee, and the Assignee shall acquire and accept from the Assignor, all of the Assignor's and the Funder's rights, obligations, and interests in and to the intellectual property pertaining to the digital services platform as more particularly described on Exhibit B, attached hereto and incorporated herein (the "Transferred Assets").

1.2. Consideration. In consideration for the transfer of the Transferred Assets to the Assignee, Assignor and the Funders will each receive 200,000 Class D Units in Assignee, in accordance with the CUSO Pre-Formation Expense Sharing Agreement.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1. Assignor's Representations. Assignor hereby represents and warrants that:

(a) Assignor is a federally chartered credit union, validly existing and in good standing under the laws of the United States of America;

(b) Assignor and the Funders are the sole owners of and has the full right and authority to transfer the Transferred Assets, all of which are free and clear of any and all debts, claims, mortgages, liens, security agreements and other encumbrances equities or restrictions on transfer except or disclosed hereinafter in this Agreement;

(c) The execution and delivery of the this Agreement by officers executing and delivering the same have been duly authorized by the Assignor's Board of Directors, and do not and will not violate any laws or any contract or other agreement to which the Assignor is a party, or which is or purports to be binding upon the Assignor;

(d) With respect to the Transferred Assets, there is no litigation, arbitration or other legal proceeding pending, or to the knowledge of the Assignor, threatened against the Assignor, and the Assignor is not in default with respect to any order of any court or government authority which may have been issued against the Assignor; and

(e) Assignor has disclosed to the Assignee all material information to which the Assignor has notice or knowledge relating to the Assignor and the Transferred Assets which could reasonably be expected to have a material adverse effect on the Assignee's operation of the Transferred Assets.

2.2. Assignee's Representations and Warranties. Assignee hereby represents and warrants that:

(a) Assignee is a limited liability company duly organized and validly existing under the laws of the State of North Carolina; and

(b) The execution and delivery of the this Agreement by officers executing and delivering the same have been duly authorized by the Assignee's Board of Managers, and do not and will not violate any laws or any contract or other agreement to which the Assignee is a party, or which is or purports to be binding upon the Assignee.

ARTICLE 3 INDEMNIFICATION

3.1. Indemnification by the Assignee. The Assignee and its successors and assigns shall indemnify the Assignor and the Funders and each of their successors and assigns in respect of any and all claims, losses, damages, liabilities, and expenses (including, without limitation, settlement costs and reasonable legal, accounting, and other expenses in connection therewith) (collectively, the "Damages") incurred by the Assignor and the Funders and each of their successors and assigns in connection with each and all of the following:

(a) The breach or other failure to perform any covenant, agreement, or obligation of the Assignee contained in this Agreement; or

(b) Any breach of any representation or warranty by the Assignee contained in this Agreement.

3.2. Notice and Defense of Claim. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "Indemnified Party") shall provide written notice to the other party (the "Indemnifying Party") within sixty (60) days of becoming aware of the right to indemnification and, as expeditiously as possible thereafter, the facts constituting the basis for such claim. In connection with any claim giving rise to indemnity hereunder, resulting from or arising out of any claim or legal proceeding by a person who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such claim or legal proceeding with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such action, with its counsel and at its own expense. If the Indemnifying Party does not assume the defense of any such claim or litigation resulting therefrom, the Indemnified Party may, but shall not be obligated to, defend against such claim or litigation in such manner as it may deem appropriate including, but not limited to, settling such claim or litigation, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any Damages resulting therefrom.

ARTICLE 4 MISCELLANEOUS

4.1. Amendment and Modification; Waiver of Compliance. Subject to the applicable law, this Agreement may be amended, modified, and supplemented only by written agreement signed by the Assignee and the Assignor. Any failure by any party to this Agreement to comply with any obligation, covenant, agreement, or condition contained herein may be expressly waived in writing by the other parties hereto, but such waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 4.1.

4.2. Fees and Expenses. Except as otherwise provided herein, each of the parties hereto will pay its own fees and expenses (including attorneys' and accountants' fees, legal costs, and expenses) incurred in connection with this Agreement.

4.4. Public Announcements. Neither the Assignee nor the Assignor nor the representatives of any of them shall make any public announcement with respect to the Agreement or the transactions contemplated hereby or thereby without the prior written consent of the other parties.

4.5. Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned

by either party hereto without the prior written consent of the other party.

4.6. Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without reference to the conflict of laws principles thereof.

4.7. Counterparts and Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures and electronic signatures shall be considered originals for all purposes hereunder.

4.8. Entire Agreement. This Agreement, including the exhibits hereto, embody the entire agreement and understandings of the parties hereto in respect of the subject matter contained herein and supersede all prior agreements and understandings between the parties with respect to such subject matter, including, by way of illustration and not by limitation, any term sheet agreed to by the parties hereto prior to the date hereof. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth or referred to herein.

[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the Effective Date.

Coastal Federal Credit Union

By: Chuck Purvis
Name: Chuck Purvis
Title: PRESIDENT/CEO
Date: 6/30/17

Constellation Digital Partners, LLC

By: [Signature] KRIS KOVACS
Name: KRIS KOVACS
Title: PRESIDENT
Date: 6/30/17

EXHIBIT A

CUSO Pre-Formation Expense Sharing Agreement

Background

The participants ("Participants") who are potential investors desire to explore the possible formation of a credit union service organization ("CUSO" or "company") to develop a vendor-neutral digital banking platform software. Prior to determining whether to form the company and possible commencement of operations, there are due diligence items to perform on regulatory and business issues ("Project"). These due diligence items will require the incurring of certain expenses. This is an Agreement regarding the sharing of those expenses by Participants and the rights of the Participants during a transition to formation of the company or discontinuance of the development initiative.

Agreement

1. The Participants each agree to prefund expenses equally to perform due diligence and determine if the concept of forming a company meets the business needs of the Participants and if the company and its underlying software are economically viable (the "Due Diligence Fund"). The Due Diligence Fund shall equal One Million Five Hundred Thousand Dollars (\$1,500,000), provided that each Participant shall be required to contribute Two Hundred Thousand Dollars (\$200,000). Should there not be enough Participants to reach fund the minimum amount all Participants will have their funds returned by no later than April 1, 2015 and the project will be re-evaluated. Once the fund reaches the minimum amount referenced above, the Participants are not guaranteed a return of any funds deposited into the Due Diligence Fund even if a Participant determines that the proposed company does not meet its business needs or a Participant does not believe the company or products are economically viable. It is further agreed that Coastal Federal Credit Union shall be given credit for the costs and expenses in the amount of \$6,200 which was incurred as of February 28, 2015 to file for a US Patent with an application number of _____ (the "Coastal Patent") and the remainder of the costs and expenses associated with the Coastal Patent shall be paid from the Due Diligence Fund. In consideration of this credit, Coastal Federal Credit Union agrees to transfer all of its right, title and interest in the Coastal Patent to: (i) the company formed by the Participants, or (ii) if no company is formed, to all of the Participants, collectively.

2. The expense contribution of the Participants will be placed in the Due Diligence Fund in an insured account at Corporate One Federal Credit Union (the "Escrow Credit Union") and held in the name of the Escrow Credit Union in trust for all Participants. The Due Diligence Fund shall not earn interest. The signatories on the Due Diligence Fund shall be members of the Steering Committee. The Due Diligence Fund will be used solely for the direct expenses related to the development of the vendor-neutral digital banking platform software as the Participants determine in accordance with this Agreement.

3. Through regular meetings, the Participants shall make all strategic decisions and set the project budget (the "Project Budget") by majority consent. A Steering Committee shall be formed to carry out the strategic vision of the Participants and to manage the day to day operations of the Due Diligence Fund. The Steering Committee shall initially consist of TJ Wyman and Kristopher Kovacs and any other Steering Committee members as a majority of the Participants determine.

4. The Steering Committee shall have the authority to approve, by majority consent of Steering Committee members, all expenditures set forth in the Project Budget approved by the Participants and any other expenditures under \$50,000. All expenditures over \$50,000 not previously approved in the Project Budget shall be approved by the Participants by majority consent. All Participants shall be given a report monthly on the actions taken and the costs incurred by the Steering Committee.

5. Each Participant may, in its sole discretion, elect to provide assistance during the Due Diligence Phase as requested by the Steering Committee, but no Participant shall be obligated to provide any such assistance. At the conclusion of the Due Diligence Phase, each Participant will elect whether to move forward and: (i) agree to form and invest in a CUSO pursuant to a written Formation Plan developed by the Participants or (ii) discontinue the Project. The Due Diligence Phase deliverables are attached hereto and incorporated herein as Exhibit A to this Agreement. Any Participant may withdraw from the Project at anytime during the Due Diligence Phase with 10 days notice to the other Participants, without any liability for further expense contribution provided such Participant has contributed the full amount committed in accordance with this Agreement. However, any withdrawing Participant will forfeit any interest in the Due Diligence Fund, Coastal Patent and IP developed hereunder.

6. "Due Diligence Phase" shall start when all Participants have funded the Due Diligence Fund and shall end when one of the following occurs:

A. If all Participants elect to discontinue the Project after the Due Diligence Phase and there is a balance in the Due Diligence Fund, the remaining balance of the Due Diligence Fund will be divided into an equal share for each Participant and the Participants will be paid their share within 10 days of the Participants' Project determination. If all Participants elect to discontinue the Project after the Due Diligence Phase, any and all intellectual property produced during the Due Diligence Phase, including the Coastal Patent, (collectively the "IP") shall be owned jointly and severally by all the Participants, and the Coastal Patent will be licensed to all the Participants with a perpetual, non-exclusive license.

B. If two or more of the Participants wish to move forward with the Project, such Participants will become founders (the "Founders") and shall form a limited liability company to continue with the project pursuant to the Formation Plan as provided in Exhibit A. Such company will comply with any applicable state and federal credit union service organization law or regulation and the applicable state law for organizing the company. All the Participants, who choose not to move forward and become a Founder, will be given an option: (i) to receive a minority position in the CUSO in exchange for their funding of due diligence expenses and any in-kind services provided during the Due Diligence Phase, or (ii) to not participate in any ownership in the CUSO and be released from liabilities of and indemnified by the CUSO and Participants. However no Participant shall have any claims against the other Participants, company or Founders for any portion of the Participant's contribution to the Due Diligence Fund. The value of such minority interest in the CUSO will be based on the valuation of the second round of funding of the CUSO by the Founders, where each Participant will be given credit for the full value of the initial expense funding as set forth in Paragraph 1 above.

C. In addition to any funds invested in the CUSO by the Founders, the CUSO shall be capitalized initially with any funds left in the Due Diligence Fund. If as provided above, a CUSO is formed by the Founders then all the IP will be owned exclusively by the CUSO, and Coastal or all Participants, if applicable, will assign the Coastal Patent to the CUSO.

7. The Founders shall be given priority consideration for initial Board of Manager seats of the CUSO, the availability of which will depend on the number of seats available and the number of Founders, consistent with the Formation Plan.

8. All Participants must commit in writing by executing this Agreement by March 13, 2015 and once committed shall pay the entire committed amount of \$200,000 into the Due Diligence Fund at the Escrow Credit Union on or before March 20, 2015.

9. Participants may not sell, transfer, or assign their interest in the project during the Due Diligence Phase. At the end of the Due Diligence Phase, any minority ownership interest in the company obtained in accordance with Section 6(B) of this Agreement or and intellectual property interest in the Coastal Patent and Intellectual Property obtained in accordance with Section 6(A) of this Agreement may be transferred, sold, or assigned only to another Participant(s).

10. The Non-Disclosure Agreement previously entered into by the parties will remain in full force and effect during this Agreement.

11. Each party shall indemnify, defend and hold harmless the other parties and their respective officers, directors, employees, agents, successors and assigns against all Losses arising out of or resulting from any third party claim, suit, action or proceeding related to or arising out of or resulting from the other party's breach of any representation, warranty, covenant or obligation under this Agreement. As used in this Agreement, "Losses" means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder.

12. No amendment or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by each of the parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

13. This Agreement and its incorporated documents constitute the entire agreement among the parties relating to the subject matter hereof and supersede all prior discussions, correspondence and agreements with respect to such subject matter. There are no terms, conditions or obligations other than those contained herein and there are no written or verbal statements, representations, warranties or agreements, in either case with respect to the subject matter of this Agreement, which have not been stated in this Agreement. This Agreement is the result of arm's-length negotiations from equal bargaining positions by the parties hereto. It is expressly agreed that this Agreement shall not be construed against any party, and no consideration shall be given or presumption made, on the basis of whether such party drafted this Agreement or any particular provision of this Agreement or supplied the initial form of this Agreement.

14. The relationship among the parties shall be that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship among the parties, and no party shall have authority to contract for or bind the other parties in any manner whatsoever.

15. Except as otherwise expressly set forth herein, the parties will each be responsible for and bear all of its respective costs and expenses (including any legal and accounting fees and any other expenses of its representatives) incurred at any time in connection with this Agreement. Notwithstanding any other provision of this Agreement to the contrary, in no event shall any party be required to make a cash contribution that exceeds the \$300,000 contribution amount referenced in Section 1 above, or to make any "in-kind" contributions whatsoever.

16. Each party represents and warrants to the other parties that: (i) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) the execution of this Agreement by a representative

whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (iii) when executed and delivered by the party, this Agreement shall constitute the legal, valid and binding of that party, enforceable against that party in accordance with its terms, subject in each case to the effect of any applicable bankruptcy, rehabilitation, reorganization, insolvency, receivership, conservatorship, liquidation, moratorium, or similar laws relating to or affecting creditors' rights generally and to the effect of general equitable principles.

17. No party shall be restricted from conducting its business(es) and/or its own independent development activities that are unrelated to the development activities contemplated by this Agreement, and the other parties shall have no rights in or to such other business(es) and/or development activities.

18. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THE PROSPECTS OR LIKELIHOOD OF SUCCESS (FINANCIAL OR OTHERWISE) OF THE DEVELOPMENT PROJECT OR THE POSSIBLE PRODUCT CONTEMPLATED BY THIS AGREEMENT.

The undersigned parties consent to the terms of this Agreement on the date indicated. Each party shall sign a counterpart page which binds the party to the Agreement.

[SIGNATURE PAGES TO FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have duly executed this CUSO Pre-Formation Expense Sharing Agreement effective as of the day and year set forth below.

Institution Name: CO-OP FINANCIAL SERVICES

By: STANLEY C. HOLLEN

Name: Stanley C. Hollen

Position: PRESIDENT & CEO

Date: 5/1/2015

Exhibit A

Phase One Deliverables

Phase one of the project will be focused on proving out the concepts of the architecture presented and developing the business structure for building out this solution as an operational system for the partners and any potential future partners or customers.

Proof of Concept

The partners have agreed to create a working proof of concept for the solution which will meet the requirements contained in this document and while initial solution components may be prescribed herein the partners may choose other requirements and courses of action they deem necessary to demonstrate the capabilities of this system.

To be considered a full and complete success the Proof of Concept (POC) must demonstrate all of the following requirements.

Req #	Component	Functional Requirement
1	Application Container	The application container must be developed for and demonstrated on an iPhone (Version 6.0 or later).
2	Application Container	The application container must require the user to enter a Username and Password which must be validated against the [Authentication and Privileges Engine] prior to accessing any of the [Application Tile] functionality.
3	Application Container	The application container must allow the tester to add an [Application Tile] to the active interface.
4	Application Container	The Application Container must allow the tester to delete an [Application Tile] from the active interface, then after logging out and logging back in add the same [Application Tile] back to the active interface.
5	Application Container	The application container must accept a request for some piece of member account information from an added [Application Tile] and then create a CUFx based messaging call to the [Translation Service Bus] and correctly format the response and pass the information back to the [Application Tile] which requested it.
6	Application Container	The application container must accept a request for the GPS location of the device, harvest that information through a native interface with the phone and return the information to the [Application Tile] which requested it.

7	Application Container	The Application Container must accept a request from a [Application Tile] and route the previously formatted web services call to a cloud based service. The route shall follow [Application Tile] → [Application Container] → [Application Gateway] → Cloud Based Service. The response shall be routed following the reverse path and must be passed in its entirety.
8	Application Container	The Application Container must support the requirements of [Multi-tenancy].
9	Application Container	The same functionality, less the native access to the iOS devices must be demonstrated on a PC using a common desktop browser.
10	Application Container	The Application Container must demonstrate the ability to allow a [Application Tile] to call (activate) another tile and pass data to the target [Application Tile].
11	Authentication and Privileges Engine	The authentication and privileges engine shall be a standalone application which validates the veracity of a user name and password combination against its own encrypted internal database.
12	Authentication and Privileges Engine	Upon the approval of a user name and password combination the engine must return a list associated product ids that can be used by the [Application Container].
13	Authentication and Privileges Engine	Any Account Number response provided in response to a correct user name and password combination must also include a list of indicators which are provided back to the [Application Container] and let it know if the approved user can See the Balance of that Product, Transfer to That Product or Transfer From That Product.
14	Authentication and Privileges Engine	The engine must support the requirements of [Multi-tenancy].
15	Application Tile	The application tile must support functionality described by these requirements in both the iOS environment and a PC using a common web browser.
16	Application Tile	Every application tile used in this proof of concept must perform and demonstrate at least two data calls; one to the [Translation Service Bus] and another to the [Application Gateway] to a Cloud Based Service.
17	Application Tile	Every application tile used in this proof of concept must perform and demonstrate that it can inherit a set of reusable user interface settings from the

		[Application Container] consistent with requirement 20.
18	Translation Service Bus	The translation service bus must accept a request for member information from the [Applications Container] in a CUFX format and translate that message into a Symitar Symconnect Message which is submitted to the [Test Host]. The service bus must then collect/retrieve the Symconnect Response and translate the response to the [Application Container] into a correctly formatted CUFX Response.
19	Translation Service Bus	The translation service bus must support the requirements of [Multi-Tenancy].
20	Multi-Tenancy	The system must support multiple interface layouts including Colors, Images and UX components based on an institution indicator included in the [Application Container].
21	Multi-Tenancy	The [Translation Service Bus] must be able to route messages to multiple [Test Host]s based on an institution indicator included in the [Application Container]
22	Multi-Tenancy	The [Application Gateway] must be able to route messages to multiple instances of the same cloud based services based on an institution indicator included in the [Application Container]
23	Application Gateway	Server side application that accepts the request for access to shared services and supports the forwarding/routing of messages to third party service providers.
24	Test Host	Symitar Episys instance at an owner credit union.

Requirements Development

To prepare for the execution of the next phase of this project the complete requirements for the software components must be developed and agreed to by the partners. The requirements will be the basis for the software development necessary to complete each of the components which make up the working system and specifications.

Robust requirements must be developed for each of the following components to ensure they work on all target devices:

- Application Container
- Authentication and Privileges Engine with the Underlying Database
 - FFIEC Compliance
 - Out of Band Authentication
- Application Gateway

- o Server Application
- o Routes Messages from the Application Container to shared services which support the files specification and cloud based data services.
- Shared Services
 - o Software functions which provide reusable functions accessed by the application container.
 - o Shared Services are expected to include:
 - Authentication
 - Entitlements
 - Location Services
 - Image Processing
 - Messaging and Alerts Engine
 - Application Purchasing
- Basic Transactions Application Tile
- CUFX Translation Layer
 - o Stand alone or purchased solution that translates CUFX messages to messages that can be understood by both Symitar Episys and Fiserv DNA systems.
- End User Support System
 - o Web based software that will allow Credit Union support personnel to perform required administrative functions
- Analytics and Reporting Functions

The requirements will be robust enough as to allow them to be provided to any competent Mobile/Internet technology development firm to be successfully written.

Go To Market & Formation Plan

The last deliverable in phase one of this project will include the development of a go-to-market business plan, funding requirements, CUSO formation, ownership and governance structure and business plan for approval and long-term funding by interested partners should the decision to move forward be made.

EXHIBIT B

ASSETS TRANSFERRED

Assets to be Transferred Include:

- All ownership rights and interested in US Patent US 9,641,529 – Methods, Systems and Computer Program Products For An Application Execution Container For Managing Secondary Application Protocols
- All agreements and contracts relating to the development of the Constellation Company and the Digital Services Platform
- All research, work papers, plans, computer code, and samples related to the Digital Service Platform and its development.



June 30th, 2017

Steve Nigri
VP, Sales
Debtfolio Inc., d/b/a Geezeo
35 Braintree Hill Office Park, Suite 107, Braintree, MA, 02184

RE: Letter Agreement Governing the Early Service Delivery Exploration of the Digital Services Platform

Dear Mr. Nigri,

Constellation Digital Partners, LLC, a North Carolina limited liability company and credit union service organization ("CUSO") in partnership with several partners is creating a digital services platform (the "Platform") for use by credit unions. The Platform will allow vendors and other third parties to sell access to applications to credit unions that subscribe/license the Platform. We understand that Geezeo ("you" or "your") are interested in exploring support for the Platform by engaging in further discussions with the CUSO and its partners about the Platform's capabilities and any associated development opportunities, including, but not limited to, the development of software tiles and applications on the Platform.

This Letter Agreement (the "Agreement") sets forth the terms under which CUSO shall provide you access and information to early prototypes and services offered by the Platform (the "Platform Products and Services"), as well as the expectations of the parties pertaining to your participation in the early service delivery exploration phase of the Platform. In addition to receiving access and information pertaining to the Platform Products and Services, you will be eligible to receive certain benefits as set forth in Exhibit A, attached hereto and incorporated fully herein, upon execution of the Agreement. Following execution by both parties, this Agreement shall be deemed effective as of June 30th, 2017 (the "Effective Date").

1. **Term & Termination of Agreement.** This Agreement shall commence as of the Effective Date and shall continue until either party gives written notice to the other party that it intends to terminate the Agreement. Upon receipt of such written notice to terminate, this Agreement shall terminate immediately.

2. **Ownership of Work Product.** CUSO shall retain exclusive ownership and title to any ideas, concepts, techniques, inventions, processes, or works of authorship (including computer programs) developed by CUSO. You shall retain exclusive ownership and title to any ideas, concepts, techniques, inventions, processes, or works of authorship (including computer programs) developed by you. Nothing in this Agreement shall be construed to preclude CUSO from acquiring, developing, marketing or enhancing for itself or others similar technology performing the same or similar functions as the technology used or created pursuant to this Agreement.

3. **Confidentiality.** The receiving party covenants during the term of this Agreement, and following its termination, not to use, disclose, reveal or otherwise divulge any Confidential Information, as defined below, of the disclosing party to any third party without the prior written consent of the disclosing party. The receiving party shall be responsible for any breach of this Section by any third party it discloses Confidential Information to. The receiving party shall protect the security of the Confidential Information disclosed by the other party to the same degree as the receiving party protects its own Confidential Information. In the event the receiving party experiences a security breach which potentially or actually affects, directly or indirectly, Confidential Information of the disclosing, the receiving party shall immediately: (a) notify the disclosing party in writing, (b) utilize best efforts to take all measures necessary to ensure that the security breach has ceased, (c) investigate the nature, scope and duration of the breach and promptly advise the disclosing party in writing of when, how and why the breach occurred and what Confidential Information was affected, and (d) notify and cooperate with law enforcement.

Confidential Information shall include information provided to the receiving party (regardless of the source from which it comes and regardless as to whether the information is marked as confidential) regarding the disclosing party, their affiliates and/or business relationships and the operation of any of the foregoing. Confidential Information may also include, but is not limited to, Work Product, strategic plans of the disclosing party, current and projected business volumes, product pricing strategies, trade secrets, software, documentation, systems, procedures, manuals, reports and customer lists, any and all ideas and concepts disclosed regarding product design, marketing, and promotional ideas, as well as any other non-public information regarding the disclosing party or the products and/or services of the disclosing party. The receiving party understands and agrees that as between the parties, all Confidential Information remains the exclusive property of the disclosing party. The receiving party shall not make any proprietary claim to any of the Confidential Information of the disclosing party.

Any actual or threatened violation of the covenants set forth in this Section shall entitle the disclosing party to injunctive relief without the necessity of showing an inadequate remedy at law exists for such violation.

The receiving party further covenants to destroy (and provide written certification thereof) any Confidential Information (including any reproductions thereof) of the disclosing party upon the termination of this Agreement.

The receiving party's obligations as stated in this Section shall survive the termination, for whatever reason, of this Agreement.

4. **Disclaimer of Warranties; Exclusion of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY STATED UNDER THIS AGREEMENT, THE PLATFORM PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS, WITH NO REPRESENTATIONS OR WARRANTIES WHATSOEVER. IN NO EVENT SHALL CUSO BE RESPONSIBLE OR LIABLE IN ANY MANNER TO YOU FOR YOUR ACCESS AND/OR USE OF THE PLATFORM PRODUCTS AND SERVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS CUSO EXCLUDES AND DISCLAIMS LIABILITY FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND

HOWSOEVER ARISING INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, GENERAL, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES; LOSS OF USE; LOSS OF DATA; LOSSES CAUSED BY A VIRUS; LOSS OF INCOME OR PROFIT; LOSS OF OR DAMAGE TO PROPERTY; CLAIMS OF THIRD PARTIES; OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS AND/OR USE OF THE PLATFORM PRODUCTS AND SERVICES. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER BASIS.

5. **Costs.** You understand and agree that any costs associated with your support of the Platform will be funded solely by you.

6. **Publicity.** By countersigning this letter below, you agree that the CUSO may issue public statements or make other public disclosures regarding your role as a service development partner with the CUSO and the Platform until such time that either party terminates this Agreement.

7. **Additional Terms.** This Agreement constitutes the complete and full agreement between the parties and supersedes any and all prior agreements, written or oral, between the parties regarding the subject matter hereof. It may only be amended through the execution of a written amendment signed by both parties. No partial invalidity of this Agreement shall render the remaining portion of the Agreement invalid or unenforceable. You may not assign this Agreement without the written consent of CUSO. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including .pdf files), shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Agreement shall be construed and enforced in all respects in accordance with the laws of the State of North Carolina. Any court proceeding relating to this Agreement or its subject matter shall be brought in federal or state court situated in the Wake County, North Carolina.

Constellation Digital Partners, LLC

Geezeo

Signature: _____

Signature:  _____

Name: _____

Name: Steve Nigri

Title: _____

Title: VP, Sales

Date: _____

Date: 6/30/17

EXHIBIT A

As a participant in this developer agreement the CUSD shall afford you the opportunity to access or participate in the following when available.

- Updates from the Development Team Regarding the Creation of the Developer Support Functions
- Service Developer Workshops
- Service Development Research
- Code Samples for Creating Service
- Opportunities to Create Demonstration Services (By Your Staff, or At Your Cost)
- Testing of the Developer Support Community, Tools and Functions
- Access to Research Regarding Credit Union and Member Service Needs