

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

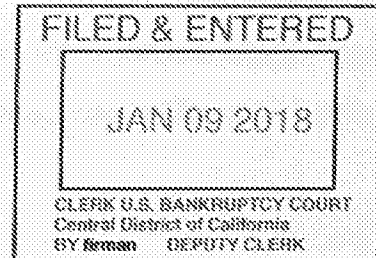
EPAS ID: PAT4944552

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	COURT ORDER
CONVEYING PARTY DATA	
Name	Execution Date
EARTHONE CIRCUIT TECHNOLOGIES	12/12/2017
RECEIVING PARTY DATA	
Name:	ADDITIVE CIRCUITS TECHNOLOGIES
Street Address:	10850 WILSHIRE BLVD., SUITE 1250
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90024
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	8313891
Patent Number:	8784952
Patent Number:	8784953
Application Number:	14453559
CORRESPONDENCE DATA	
Fax Number:	(323)828-3802
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	3109728880
Email:	mdavies@additivecircuits.com
Correspondent Name:	MICHELLE DAVIES
Address Line 1:	9023 S. WINTHROP SPRINGS ROAD
Address Line 4:	LAS VEGAS, NEVADA 89139
ATTORNEY DOCKET NUMBER:	177
NAME OF SUBMITTER:	MICHELLE DAVIES
SIGNATURE:	/michelle davies/
DATE SIGNED:	05/03/2018
Total Attachments: 15	
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1 Jeffrey I. Golden, SBN 133040
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3 Lobel Weiland Golden Friedman LLP
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4 Costa Mesa, California 92626
Tel: 714-966-1000
5 Fax: 714-966-1002

6 Proposed Attorneys for Chapter 7 Trustee
Richard A. Marshack



8 **UNITED STATES BANKRUPTCY COURT**

9 **CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION**

10
11 In re

12 EARTHONE CIRCUIT TECHNOLOGIES
CORPORATION, a Delaware corporation,
13 d/b/a eSurface,

14 Debtor.

Case No. 8:17-bk-12521-CB

Chapter 7

**ORDER GRANTING CHAPTER 7
TRUSTEE'S MOTION:**

- (1) AUTHORIZING SALE OF
PROPERTY OF THE ESTATE FREE
AND CLEAR OF LIENS, CLAIMS
AND INTERESTS PURSUANT TO
11 U.S.C. §§ 363(b) and (f); and
(2) APPROVING PAYMENT OF
BREAK-UP FEE

Date: December 12, 2017
Time: 2:30 p.m.
Courtroom: 5D
Address: 411 West Fourth Street
Santa Ana, CA 92701

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22 A hearing was held on December 12, 2017, at 2:30 p.m., before the Honorable
23 Catherine E. Bauer, United States Bankruptcy Judge for the Central District of California, in
24 Courtroom 5D located at 411 West Fourth St., Santa Ana, CA, on the Chapter 7 Trustee's
25 Motion: (1) Authorizing Sale of Property of the Estate Free and Clear of Liens, Claims and
26 Interests Pursuant to 11 U.S.C. §§ 363(b) and (f); and (2) Approving Payment of Break-Up Fee

1 (the "Motion")¹ filed November 21, 2017 as Docket #177. Appearances were made as noted
2 on the record.

3 The Court having read and considered the Motion and all related pleadings, heard the
4 statements of counsel, noted the lack of opposition and potential over bidders, and with good
5 cause shown,

6 **IT IS ORDERED:**

7 1. The Motion is GRANTED and the Agreement attached to the Motion as Exhibit
8 "1" is approved;

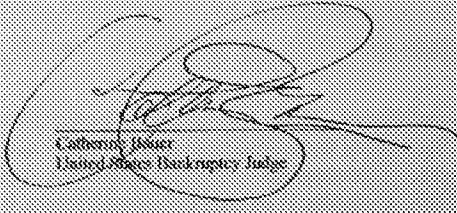
9 2. The Trustee is authorized pursuant to 11 U.S.C. § 363(b) to sell the Estate's
10 interest in the Assets to the Buyer, or its designee, for the purchase price of \$5,500,000, free
11 and clear of all liens, claims and interests, including license rights and agreements, pursuant to
12 11 U.S.C. § 363(f);

13 3. The Buyer, or its designee, are determined to be a good faith purchaser within
14 the meaning of 11 U.S.C. § 363(m).

15 4. The Trustee is authorized to take any and all necessary actions to consummate
16 the sale of the Assets;

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24 Date: January 9, 2018


Catherine J. Baker
United States Bankruptcy Judge

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27 ¹ Any and all capitalized terms not expressly defined in this Order shall have the meaning ascribed to them in
28 the Motion.

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2 on the record.

3 The Court having read and considered the Motion and all related pleadings, heard the
4 statements of counsel, noted the lack of opposition and potential over bidders, and with good
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7 1. The Motion is GRANTED and the Agreement attached to the Motion as Exhibit
8 "1" is approved;

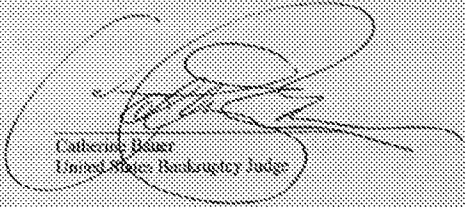
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15 4. The Trustee is authorized to take any and all necessary actions to consummate
16 the sale of the Assets;

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24 Date: January 9, 2018


Catherine Bauer
United States Bankruptcy Judge

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27 ¹ Any and all capitalized terms not expressly defined in this Order shall have the meaning ascribed to them in
28 the Motion.

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") dated November 21, 2017, is made, executed, and entered into between RICHARD A. MARSHACK, solely in his capacity as the chapter 7 trustee ("Trustee") for the bankruptcy estate (the "Estate") of EarthOne Circuit Technologies Corporation, a Delaware corporation d/b/a eSurface (the "Debtor"), on the one hand, and BY Equities, LLC ("BYE"), and the "Rutstein Group" (as defined herein), through their "New Administrative Agent" (as defined herein) and their successors, assigns or designees ("Buyer"), on the other hand (collectively, the "Parties," and each individually, a "Party"), with respect to the following facts, circumstances, understandings and beliefs (collectively, the "Recitals"):

RECITALS

A. The Debtor was formed on August 4, 2010. The Debtor initially was formed as a Wyoming corporation. Since July 2012, the Debtor has been a corporation organized and existing under the laws of the State of Delaware.

B. The Debtor was founded to develop and market "eSurface"™ technology, patent-protected intellectual property for the manufacture of printed circuit boards and other electronic components. Prior to the bankruptcy petition, the Debtor raised from investors approximately \$16.5 million in order to develop and exploit its eSurface technology.

C. In or about September 2015, the Debtor entered into an Investment Agreement dated September 1, 2015, with approximately forty individuals ("Rutstein Group") and their "Administrative Agent."¹ The alleged loans from the Rutstein Group to the Debtor totaled \$1,515,000 ("Rutstein Loans"), were documented by separate promissory notes ("Rutstein Notes"), and are allegedly secured by a *Security Agreement* dated September 1, 2015 and a UCC Financing Statement encumbering all of the Debtor's assets, which was filed in the Delaware Department of State on September 17, 2015 ("Rutstein UCC-1"). The Rutstein Group allegedly made additional loans totaling \$587,500 such that the total principal amount allegedly owed to the Rutstein Group is \$2,102,500, plus accrued interest in excess of \$200,000 as of June 21, 2017, fees and costs ("Rutstein Group Claim").

D. In or about August 2016, the Debtor entered into an Investment Agreement dated August 5, 2016, with BY Equities, LLC and "BY Equities, LLC, C. Lawrence Rutstein, Ronald Harris and Martine Rose, collectively as administrative

¹ Pursuant to an alleged *Agency and Interlender Agreement* dated September 1, 2015, the Rutstein Lenders appointed C. Lawrence Rutstein as the "Collateral Agent" to act on their behalf with respect to their *Security Agreement* and the collateral for the Debtor's obligation to them. Pursuant to the same *Agency and Interlender Agreement*, the Rutstein Lenders appointed C. Lawrence Rutstein, Ronald Harris and Martin Rosen as their "Administrative Agent" with respect to the *Investment Agreement* and the notes from Debtor to the Rutstein Group.

agents for Lender." BYE alleges that pursuant to that agreement, BYE made loans to the Debtor in the amount of \$1,000,000 in August 2015, \$1,000,000 in October 2016, and \$863,000 between February and June 20, 2017 (collectively, the "BYE Loans"). The BYE Loans were documented by promissory notes ("BYE Notes"), and are allegedly secured pursuant to the *Amended and Restated Security Agreement* dated August 5, 2016, which was allegedly perfected by the Rutstein UCC-1. BYE alleges it is owed \$2,863,000, plus accrued interest in excess of \$70,000 as of June 21, 2017, fees and costs ("BYE Claim," and together with the Rutstein Group Claim, the "Secured Claims"). The Secured Claims allegedly total \$4,965,500, plus in excess of \$270,000 in accrued interest as of June 21, 2017, fees and costs, for a total of more than \$5,235,500 as of June 21, 2017, plus interest, fees and costs accrued thereafter.

E. The Debtor allegedly entered into a *Joinder Agreement* with BYE and the Rutstein Lenders' Administrative Agent to coordinate their joint secured position. Pursuant to the *Joinder Agreement*, BYE became a party to the Rutstein Lenders' *Agency and Interlender Agreement* as if BYE were originally named a lender in that agreement. BYE alleges that pursuant to a *Majority Lender Consent and Appointment* dated as of August 5, 2016, certain "Approving Lenders" who constituted the "Majority Lenders" under the *Agency and Interlender Agreement*, appointed BYE, C. Lawrence Rutstein, Ronald Harris and Martin Rosen as the "New Administrative Agent" under the *Agency and Interlender Agreement*. The New Administrative Agent may act through BYE and any one of C. Lawrence Rutstein, Ronald Harris and Martin Rosen.

F. Despite this funding from BYE and the Rutstein Group ("Secured Creditors"), the Debtor was unable to commercialize its technology successfully -- the Debtor was not able to generate any significant revenues from the licensing of its technology.

G. The Debtor asserts that it is difficult to value, with any degree of accuracy, its intellectual property (the "IP interests"). The Debtor has no appraisal of the IP interests. The Debtor's internal estimates of the value of the IP interests have ranged from several million dollars to an optimistic estimate of in excess of \$100 million, if the development of the eSurface technology were well funded and the technology extensively marketed.

H. On June 21, 2017, the Debtor filed a voluntary petition under chapter 11 of the Bankruptcy Code (the "Bankruptcy Case"). On October 17, 2017, the case was converted to chapter 7 and the Trustee was appointed as the chapter 7 trustee.

I. In its Schedules filed July 28, 2017, the Debtor listed the following assets:

- a. Accounts Receivable in the amount of \$143,500 ("A/R");
- b. Membership interests in eSurface Portugal valued at \$7,641;
- c. Inventory valued between \$4,500 to \$9,000;
- d. Furniture, fixtures and equipment valued at \$17,335;
- e. A 2006 Honda Accord valued at \$5,000;
- f. "Murrietta" equipment valued at \$80,000; and

g. Intellectual property valued at \$4,600,000.

J. The Estate may also include other assets, including, but not limited to, certain claims against the Debtor's directors and officers and claims under directors and officers insurance policies and errors and omissions insurance policies (collectively, the "D&O Claims") and certain avoidance claims under federal and state law ("Avoidance Claims").

AGREEMENT

Pursuant to the foregoing Recitals and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

ARTICLE 1

APPROVAL ORDER, FINDINGS, AND BINDING EFFECT OF AGREEMENT

1.1 Binding Effect. This Agreement shall become effective and binding the first business day (the "Effective Date") after the Bankruptcy Court order approving this Agreement and authorizing Trustee to enter into this Agreement with the Buyer becomes a Final Order. "Final Order" means an order of the Bankruptcy Court entered on the Bankruptcy Court docket (i) that is not timely appealed, or (ii) that is timely appealed but no order staying the effects of the approval order is obtained within fifteen (15) days after entry of the approval order, or (iii) it is timely appealed and stayed but the appellate court with proper jurisdiction affirms the approval order and no subsequent appeal is taken.

1.2 Court Approval. The Agreement is contingent upon Bankruptcy Court approval of this Agreement and of the Bidding Procedures, as defined herein. As reasonably practicable after execution of this Agreement, the Trustee shall file a motion seeking approval of the Bidding Procedures and shall file a motion seeking authority to enter into this Agreement and for approval of the Agreement. All Parties shall in good faith exercise all reasonable efforts to cooperate with the Trustee and obtain an order approving the Agreement, including, if necessary, appearing at hearings and preparing and filing supporting notices, motions and other documents necessary to obtain an order approving the Agreement or for the resolution of an appeal or motion for stay, review, reconsideration, re-argument, rehearing, or certiorari relating to the appeal. As a condition to the effectiveness of this Agreement, the Bidding Procedures must be approved on a date prior to the hearing on the motion for authority to enter into this Agreement and for approval of the Agreement, unless said condition is waived by Buyer in the exercise of its sole discretion.

**ARTICLE 2
TERMS OF THE SALE**

2.1 Purchase of the Estate's Assets.

- a. On the Effective Date, Buyer shall pay the Trustee, for the benefit of the Estate, the sum of \$5,500,000.00 (the "Purchase Price").
- b. In exchange for the Purchase Price, Buyer shall purchase the Estate's interest in the assets as set forth in Schedule 1 ("Assets"), without warranty or representation, and free and clear of all claims and interests. The Trustee shall be entitled to make a copy of any and all of the Debtor's books and records that are being sold to Buyer pursuant to this Agreement.
- c. Buyer shall be entitled to credit bid the Secured Claims in the maximum amount of \$5,200,000 ("Credit Bid Amount") toward the Purchase Price pursuant to 11 U.S.C. § 363(k).
- d. Upon execution of this Agreement, Buyer shall pay to the Trustee a deposit in the amount of \$300,000 by means of cashier's check.
- e. All payments to the Trustee shall be made payable to "Richard A. Marshack, Chapter 7 Trustee" and sent to the address set forth below. The Payment shall be held in conformity with the rules and requirements set by the Office of the United States Trustee until the Effective Date.

Richard A. Marshack, Chapter 7 Trustee
Marshack Hays LLP
870 Roosevelt Avenue
Irvine, California 92620

2.2 Subject to Overbids and Bidding Procedures. The purchase of the Assets shall be subject to overbid. The bidding procedures shall include, but are not limited to, the terms set forth in this Section 2.2 (collectively, "Bidding Procedures"). Buyer shall be entitled to credit bid the sum of \$5,200,000 for the Assets based upon an allowed secured claim in that amount, as set forth herein. The initial minimum overbid shall be at least \$5,570,000, with each subsequent bid in increments of \$20,000. Any overbidder shall be pre-qualified by the Trustee, and such qualification shall include verification of the overbidder's ability to accept and perform under the purchase agreement on the same terms and conditions set forth in this Agreement. Any overbidder will be required to deposit 10% of the proposed overbid with the Trustee by the overbid deadline. In the event there are overbidders and the Buyer is not the successful purchaser, upon closing of the sale of the Assets to the successful purchaser, Buyer shall be entitled to a break-up fee in the amount of \$50,000. In the event that Buyer is not the winning bidder for all or any part of the Assets, the Trustee

shall return the Buyer's \$300,000 deposit to the Buyer within five business days of the Effective Date.

2.3 The Secured Claims. The Secured Claims shall be deemed allowed in the amount of \$5,200,000.00 ("Allowed Claim Amount"). Any and all amounts claimed by Buyer on the Secured Claims in excess of the Allowed Claim Amount are deemed waived and disallowed. In the event the Buyer is not the successful purchaser, upon closing of the sale of the Assets to the successful purchaser, Buyer shall be entitled to payment of \$5,200,000, to be paid out of escrow within five business days of the Effective Date, in full satisfaction of the Secured Claims. Following the closing of the sale of the Assets, neither the Buyer nor the Secured Creditors shall be entitled to any further monetary distribution from the Estate, with the exception of the Buyer's D&O share of the proceeds of any D&O Claims.

2.4 D&O Claims. The net proceeds of any claims made by or on behalf of the Debtor or the Estate under directors and officers insurance policies and errors and omissions insurance policies, after payment of attorney's fees and costs incurred in collecting on any such claims, shall be split such that 65% of the net proceeds shall belong to and be paid to the Estate and 35% of the net proceeds shall belong to and be paid to the Buyer (the "Buyer's D&O Share"). As additional consideration for the Buyer's D&O Share, the Buyer further agrees to advance any and all out of pocket fees, costs and expenses (other than attorney's, Trustee's and other professionals' fees) incurred by the Trustee attempting to collect on the D&O Claims. Any such sums advanced by the Buyer shall be reimbursed to Buyer first from the proceeds of all D&O Claims and all attorneys' fees incurred in collecting such claims also will be paid before the remaining net proceeds of the D&O Claims are distributed 65% to the Trustee and 35% to the Buyer. The Trustee shall have sole and exclusive standing and authority to pursue or make any decisions regarding the D&O Claims.

2.5 Bill of Sale. Within five business days of the Effective Date, the Trustee shall deliver to the Buyer or its designee a Bill of Sale for the Assets in a form acceptable to the Trustee and Buyer.

2.6 Designee of Buyer. Buyer shall be entitled to assign all right, title and interest pursuant to this Agreement to a party to be designated by Buyer prior to the Effective Date, such that the sale of Assets by the Trustee pursuant to this Agreement shall occur to said designee.

ARTICLE 3 RELEASE OF CLAIMS

3.1 Release of Claims Against Trustee and the Estate by Buyer. Except as otherwise provided in this Agreement, on the Effective Date, Buyer for itself and the Secured Creditors, their successors, assigns, agents, and attorneys, shall be deemed to have released and discharged the Trustee, in both his official and personal capacity, the Estate, and their agents, administrators, attorneys, and accountants from any and all

interests, claims, demands, controversies, actions, causes of action, suits, proceedings, obligations, liabilities, fines, penalties, costs, expenses, attorneys' fees, and damages whatsoever character, nature, or kind, in law or in equity, whether known or unknown, fixed or contingent, and liquidated or unliquidated, which they may now own or hold, or may have previously owned or held, or may in the future own or hold, including, but not limited to, any claims arising out of or relating to the Estate, the Assets, the Secured Claims, and the Bankruptcy Case.

3.2 Release of Claims Against the Buyer by the Trustee and the Estate. Except as otherwise provided in this Agreement, on the Effective Date, the Trustee and the Estate for themselves and their successors, assigns, agents, and attorneys, shall be deemed to have released and discharged the Buyer and its agents, administrators, attorneys, and accountants from any and all interests, claims, demands, controversies, actions, causes of action, suits, proceedings, obligations, liabilities, fines, penalties, costs, expenses, attorneys' fees, and damages whatsoever character, nature, or kind, in law or in equity, whether known or unknown, fixed or contingent, and liquidated or unliquidated, which they may now own or hold, or may have previously owned or held, or may in the future own or hold, including, but not limited to, any claims arising out of or relating to the Estate, the Assets, the Secured Claims, and the Bankruptcy Case.

3.3 Waiver of Section 1542. The Parties recognize, acknowledge, and waive the provisions of California Civil Code Section 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

In waiving the provisions of Section 1542 of the California Civil Code, the Parties acknowledge that they may hereafter discover facts in addition to or different than those which they now believe to be true with respect to the matters released herein, but agree that they have taken that possibility into account in reaching this settlement, and the releases given herein shall remain in effect as a full and complete release notwithstanding the discovery or existence of such additional or different facts, as to which they expressly assume the risk.

ARTICLE 4 ADDITIONAL REPRESENTATIONS AND WARRANTIES

4.1 Capacity to Enter Into the Agreement. Buyer hereby states, certifies, warrants, and represents to Trustee that it has the right, power, capacity, and authority to enter into this Agreement, to fully perform its obligations under this Agreement including, but not limited to the right to credit bid the Secured Claims, and neither this Agreement nor the release of any claim pursuant to this Agreement violates any agreement by which it is bound. The Trustee, upon the Bankruptcy Court's approval of this Agreement, states, certifies, warrants, and represents to Buyer that he has the right, power, capacity, and authority to enter into this Agreement, to fully perform his

obligations under this Agreement, and this Agreement does not violate any agreement by which he is bound.

4.2 Representation by Legal Counsel. Each Party represents that they acted pursuant to the advice of independent legal counsel of their own choosing in connection with the negotiation, preparation, and execution of this Agreement, or that they were advised to obtain the advice of such independent legal counsel, had fair and reasonable opportunity to obtain the advice of such legal counsel and willfully declined to obtain the advice of such independent legal counsel.

4.3 No Undisclosed Inducements. The Parties represent that they entered into this Agreement solely in reliance upon their own independent investigation and analysis of the relevant facts and circumstances, and that no representations or warranties other than those set forth in this Agreement were made by any other party or any employee, agent or attorney of any other party to induce said party to enter into this Agreement.

4.4 Good Faith and Fair Dealing. This Agreement was negotiated in good faith, at arm's length, and for good, reasonable and fair consideration as to all Parties.

4.5 Truth and Accuracy of Warranties and Representations. Each warranty and representation set forth in this Agreement will be, and the Party making the same will cause same to be, true and correct from the time of execution of this Agreement, until the performance by such Party of each and all of the Parties' obligations under this Agreement.

4.6 Survival. This Agreement and each statement, certification, representation, warranty, disclosure, disclaimer, waiver, duty, obligation, promise, covenant, agreement, term, condition and provision set forth in this Agreement will survive the consummation of all terms and conditions of this Agreement.

ARTICLE 5 GENERAL TERMS AND PROVISIONS

5.1 Further Assurances. The Parties agree that they will execute any and all additional documents and take all additional steps which may be necessary to consummate the Agreement.

5.2 Entire Agreement. This Agreement will constitute the entire agreement between the Parties and supersedes all prior or contemporary understandings or agreements. No supplement, modification, waiver or termination shall be binding or enforceable unless executed in writing by the Parties to be bound thereby.

5.3 No Waiver. No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed by the Party making the waiver.

5.4 Modification. The Agreement shall not be modified by any Party by oral representation made before or after the execution of the Agreement. All modifications must be in writing and signed by all Parties.

5.5 Failure or Delay Not a Waiver. No failure or delay on the part of any Party to exercise any right hereunder, nor any other indulgence of such Party, shall operate as a waiver of any other rights hereunder, nor shall any single exercise by any Party of any right hereunder preclude any other or further exercise thereof. The rights and remedies herein provided are cumulative and not exclusive of any right or remedies provided by law.

5.6 Construction. Each Party will be deemed to have had equal bargaining strength in the negotiation of this Agreement and equal responsibility for the preparation of this document and any exhibits hereto, such that neither this document, nor any exhibit hereto, nor any uncertainty or ambiguity herein or therein, will be arbitrarily construed or resolved against any Party pursuant to any law or rule of construction to the effect that ambiguities in documents are to be construed against the drafter of the document.

5.7 Severability. In the event that any term or provision of this Agreement is held by any court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, then the remaining portions of this Agreement will nonetheless remain in full force and effect, unless such portion of the Agreement is so material that its deletion would violate the obvious purpose and intent of the Parties.

5.8 No Other Beneficiaries. The Parties acknowledge that this Agreement is solely for their own benefit and that of their successors and assigns.

5.9 Limitation of Remedies and Damages. In the event that there is any dispute under this Agreement, the aggrieved Party shall not be entitled to exemplary or punitive damages so that the aggrieved Party's remedy in connection with any action arising under or in any way related to this Agreement shall be limited to a breach of contract action and any damages in connection therewith are limited to actual and direct damages.

5.10 Attorneys' Fees. In the event that any litigation, arbitration or other proceeding is brought to enforce or interpret any part of this Agreement, or because of an alleged dispute, default, misrepresentation, or breach in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover as costs of suit and not as damages, reasonable attorneys' fees, costs and expenses actually incurred in connection therewith.

5.11 Governing Law and Jurisdiction. This Agreement is made under and will be construed in accordance with and governed by the laws of the State of California. In the event that a dispute arises regarding this Agreement, the Bankruptcy Court in the Central District of California, Santa Ana Division shall have exclusive jurisdiction to interpret and enforce this Agreement.

5.12 Notices. Except as otherwise provided by this Agreement, any notices or other communications to be given pursuant to this Agreement shall be delivered to the appropriate Party and their counsel at the address shown below, until written notice of a different address is given by such Party or counsel in accordance with this section. Any notices or other communications must be in writing. Any notices or other communications given by personal service shall be deemed to have been received upon delivery. Any notices or other communications given by first class mail, postage prepaid, addressed to the address required by this section, shall be deemed to have been received three business days following the deposit thereof with the United States Post Office. Any notices or other communications given by overnight courier service shall be deemed to have been received on the date of delivery confirmed by the courier service. Any notice given by facsimile transmission shall be deemed to have been received on the date upon which the recipient's facsimile machine electronically confirms the receipt of such notice.

To the Trustee:

Richard A. Marshack
MARSHACK HAYS LLP
870 Roosevelt Avenue
Irvine, California 92620-5749

With a copy to
the Trustee's Counsel:

Jeffrey I. Golden
Beth E. Gaschen
LOBEL WEILAND GOLDEN FRIEDMAN LLP
650 Town Center Drive, Suite 950
Costa Mesa, California 92626
Telephone: (714) 966-1000
Facsimile: (714) 966-1002
Email: jgolden@lwgfllp.com
bgaschen@lwgfllp.com

To Buyer:

Bob Yari
BY EQUITIES, LLC
10850 Wilshire Blvd, Suite 1250
Los Angeles, CA 90024
Telephone: (310) 689-1450
Email: bob@yarifilmgroup.com

The Rutstein Group
16164 Via Monte Verde
Delray Beach, Florida 33446
Telephone: (561) 703-6263
Email: rutstein@comcast.com

With a copy to Buyer's
Counsel:

Daniel J. McCarthy
HILL, FARRER & BURRILL LLP
One California Plaza
300 S. Grand Ave., 37th Floor
Los Angeles, California 90071
Telephone: (213) 621-0802
Email: dmccarthy@hillfarrer.com

5.13 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, which shall together constitute one document. A facsimile or electronic signature shall constitute an original signature. When counterparts have been executed by all the Parties, this Agreement shall become effective pursuant its terms.

5.14 Meaning of Pronouns and Effect of Headings. As used in this Agreement, the masculine, feminine and/or neuter gender, and the singular or plural form shall include the other gender or form when appropriate. The captions and paragraph headings in this Agreement are used solely for convenience or reference and shall not restrict, limit or otherwise affect the meaning of this Agreement.

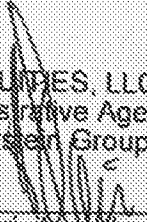
DATED: November 20, 2017



RICHARD A. MARSHACK, Chapter 7 Trustee
of the Bankruptcy Estate of EarthOne Circuit
Technologies Corporation

DATED: November 21, 2017

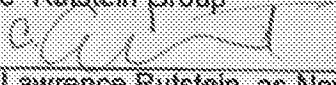
BY EQUITIES, LLC, for itself and as New
Administrative Agent for BY Equities, LLC, and
the Rutstein Group



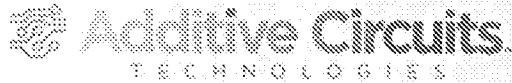
Bob Yari, its authorized agent

DATED: November 21, 2017

The "Rutstein Group"



C. Lawrence Rutstein, as New Administrative
Agent for BY Equities, LLC, and the Rutstein
Group



To Whom it May Concern:

This letter confirms all Intellectual Property Assets (IP) including US patents granted or pending, EU patents granted or pending, all other patents pending and all marks and copy-written materials acquired by BY Enterprises and the Rutstein Group have been transferred in perpetuity to Additive Circuits Technologies LLC (ACT). ACT as such will have all patents, patents pending and marks formerly controlled by bankrupted firm EarthOne Circuits Technology Corporation transferred to them to be managed in the manner ACT best determines.


For
BY Enterprises
10850 Wilshire Blvd, Suite 1250
Los Angeles, CA 90024
Ph: 310-689-1450
Email: bob@yanfilmgroup.com


For
The Rutstein Group
16164 Via Monte Verde
Delray Beach, Florida 33446
Ph: 561-703-6263
Email: rutstein@comcast.com

Credit Card Payment Form

(Do not submit this form electronically via EFS-Web)
Please Read Instructions before Completing this Form

Credit Card Information

Credit Card Type: ☒ Visa ☐ MasterCard ☐ American Express ☐ Discover

Credit Card Account #: 4815880019761503

Credit Card Expiration Date (mm/yyyy): 08/2021

Name as it Appears on Credit Card: Michelle Davies

Payment Amount (US Dollars): \$140.00

Cardholder Signature: 

Date (mm/dd/yyyy): 04/27/2018

The USPTO does not accept an e-signature (37 CFR 1.4(e)) on credit card payment forms.

Refund Policy: The USPTO may refund a fee paid by mistake or in excess of that required. A change of purpose after the payment of a fee will not entitle a party to a refund of such fee. The USPTO will not refund amounts of \$25.00 or less unless a refund is specifically requested and will not notify the payor of such amounts (37 CFR 1.28). Refund of a fee paid by credit card will be issued as a credit to the credit card account to which the fee was charged.

Maximum Daily Limit: There is a \$24,999.99 daily limit per credit card account effective June 1, 2015. There is no daily limit for debit cards.

Credit Card Billing Address

Street Address 1: 10850 Wilshire Blvd.

Street Address 2: Suite 1250

City: Los Angeles

State/Province: CA

Zip/Postal Code: 90024

Country: USA

Daytime Phone #: 3109728880

Fax #:

Request and Payment Information

Description of Request and Payment Information:

8014 - Assignment Change of name

☐ Patent Fee

☐ Patent Maintenance Fee

☐ Trademark Fee

☒ Other Fee

Application No.
12834433

Application No.
13403797

Application No.
13587785

Application No.
14453559

Patent No.
8313891

Patent No.
8784952

Patent No.
Registration No.
8784953

Attorney/Agent No.

Identify or Describe Mark

If the cardholder includes a credit card number on any form or document other than the Credit Card Payment Form or submits this form electronically via EFS-Web, the United States Patent and Trademark Office will not be liable in the event that the credit card number becomes public knowledge.

PATENT