

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5523521

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	CONTRIBUTION AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
GAME OVER TECHNOLOGY INVESTORS LLC		11/21/2017
RECEIVING PARTY DATA		
Name:	NASSAU DRIVE LLC	
Street Address:	518 17TH STREET	
Internal Address:	SUITE 1700	
City:	DENVER	
State/Country:	COLORADO	
Postal Code:	80202	
PROPERTY NUMBERS Total: 18		
Property Type	Number	
Application Number:	60890309	
Application Number:	12032671	
Application Number:	61294932	
Application Number:	13004552	
Application Number:	61248448	
Application Number:	12688825	
Application Number:	61258006	
Application Number:	13648821	
Application Number:	14330361	
Application Number:	12688838	
Application Number:	13948903	
Application Number:	61467947	
Application Number:	13429392	
Application Number:	61145543	
Application Number:	12688813	
Application Number:	61505698	
Application Number:	13542629	
Application Number:	29388443	

CORRESPONDENCE DATA**Fax Number:** (937)449-6405

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

Phone: 9374496400**Email:** daytonipdocket@dinsmore.com**Correspondent Name:** DINSMORE & SHOHL LLP**Address Line 1:** FIFTH THIRD CENTER, ONE SOUTH MAIN ST**Address Line 2:** SUITE 1300**Address Line 4:** DAYTON, OHIO 45402

ATTORNEY DOCKET NUMBER:	VOA0001P0
NAME OF SUBMITTER:	AMY M. THARP
SIGNATURE:	/Amy M. Tharp/
DATE SIGNED:	05/15/2019

Total Attachments: 9

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CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this “**Agreement**”), dated effective as of November 21, 2017 (the “**Effective Date**”), is by and between (i) Nassau Drive LLC, a Delaware limited liability company (the “**Company**”), and (ii) Game Over Technology Investors LLC, a Delaware limited liability company (“**GOTI**”), as the agent of the Participants (as defined below) under the Loan Participation Agreement (as defined below).

RECITALS

WHEREAS, pursuant to an individual Loan Participation Adoption Agreement, each of the persons and entities set forth on Exhibit A hereto (each a “**Participant**” and, collectively, the “**Participants**”) have heretofore executed that certain Loan Participation Agreement, dated August 17, 2015, by and among GOTI, as agent, and the Participants (the “**Loan Participation Agreement**”), pursuant to which each Participant acquired a participation interest in the DIP Loan (as defined below);

WHEREAS, GOTI, in its capacity as the agent of the Participants under the Loan Participation Agreement, entered into that certain Debtor-in-Possession Credit Agreement, dated December 22, 2015 (as amended by the First Amendment thereto, dated December 22, 2015, the “**DIP Loan**”), by and among GOTI and Boomerang Systems, Inc., a Delaware corporation, Boomerang Sub, Inc., a Delaware corporation, Boomerang USA Corp., a Delaware corporation, and Boomerang MP Holdings, Inc., a New Jersey corporation (collectively, the “**Borrowers**”), pursuant to which (i) GOTI made available to the Borrowers a term loan credit facility and (ii) the Borrowers granted to GOTI a lien and security interest in all of the property, assets or interests of the Borrowers (the “**Lien**”);

WHEREAS, pursuant to the filing for bankruptcy under Chapter 11 of the U.S. Bankruptcy Code by the Borrowers, and as a result of the Lien granted to GOTI under the DIP Loan, GOTI, as agent for the several Participants, received certain assets of the Borrowers (together with all other properties, rights, titles and interests of GOTI and of the Participants associated with such assets, the “**Contribution Property**”); and

WHEREAS, subject to the terms and conditions of this Agreement, GOTI desires to transfer (i) all of its rights, title and interest in and to the Contribution Property and (ii) on behalf of each Participant, as the agent of such Participant, all of such Participant’s rights, title and interest in and to the Contribution Property, to the Company as consideration for the issuance by the Company to (a) Nassau Drive Investors LLC, a Delaware limited liability company and a wholly-owned subsidiary of GOTI (“**NDI**”), and (b) to each other Participant, of the Common Units in the Company set forth opposite each such Person’s name in the second column of Exhibit A hereto.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the adequacy, receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

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ARTICLE 1. INTERPRETATION

1.1 Definitions. For purposes of this Agreement, the following capitalized terms shall have the meanings indicated:

1.1.1 **A&R Company Agreement:** the Amended and Restated Limited Liability Company Agreement of the Company in the form attached hereto as Exhibit B.

1.1.2 **Agreement:** has the meaning set forth in the Preamble.

1.1.3 **Borrowers:** has the meaning set forth in the recitals.

1.1.4 **Business Day:** any Monday through Friday on which commercial banks are authorized to do business and are not required by law or executive order to close in the State of Colorado.

1.1.5 **Closing:** the consummation of the transactions contemplated by this Agreement.

1.1.6 **Closing Date:** the date on which Closing occurs.

1.1.7 **Common Units:** has the meaning set forth in the A&R Company Agreement.

1.1.8 **Company:** has the meaning set forth in the Preamble.

1.1.9 **Contribution Property:** has the meaning set forth in the recitals.

1.1.10 **Damages:** out of pocket damages, liabilities, losses, claims, costs and expenses (including reasonable attorneys' fees and expenses), excluding consequential and punitive damages.

1.1.11 **DIP Loan:** has the meaning set forth in the recitals.

1.1.12 **Effective Date:** has the meaning set forth in the Preamble.

1.1.13 **GOTI:** has the meaning set forth in in the Preamble.

1.1.14 **Lien:** has the meaning set forth in the recitals.

1.1.15 **Loan Participation Agreement:** has the meaning set forth in the recitals.

1.1.16 **Manager:** Nassau Drive Manager LLC, a Delaware limited liability company, in its capacity as the sole manager of the Company.

1.1.17 **Member:** has the meaning set forth in the A&R Company Agreement.

1.1.18 **NDI:** has the meaning set forth in the recitals.

1.1.19 **Participant or Participants:** has the meaning set forth in the recitals.

1.1.20 **Person:** a natural person or any legal or governmental entity.

1.1.21 **Transaction Documents:** collectively, this Agreement and the other documents executed by GOTI, the Participants and/or the Company at or in connection with Closing or as otherwise contemplated by this Agreement.

1.2 Captions, Numbering and Headings. Captions, numbering and headings of Articles, Sections and Exhibits in this Agreement are for convenience of reference only and shall not be considered in the interpretation of this Agreement. References in this Agreement to Articles, Sections and Exhibits shall be deemed to be references to such Articles, Sections and Exhibits in this Agreement unless otherwise expressly specified.

1.3 Number; Gender. Whenever required by the context, and except as otherwise specified herein, the singular shall include the plural, the neuter gender shall include the male gender and female gender, and vice versa.

1.4 Business Day. In the event that the date for performance of any obligation or the exercise of any right or option under this Agreement falls on a day other than a Business Day, then such obligation shall be performed on the next succeeding Business Day.

1.5 Including. The term “including,” and variants thereof, shall mean “including without limitation.”

ARTICLE 2. CONTRIBUTION

2.1 Contribution. GOTI, as the agent of the several Participants, hereby conveys, transfers and assigns to the Company all of its, and, as the agent of each Participant, all of such Participant’s, right, title and interest in and to the Contribution Property as of the date hereof.

2.2 Issuance of Common Units. Subject to the terms and conditions of this Agreement, and in consideration for the contribution of the Contribution Property as set forth in Section 2.1, the Company hereby agrees to issue to NDI and to each Participant the Common Units set forth opposite each such Person’s name in the second column of Exhibit A hereto.

2.3 Admittance of Members. Following the Closing, subject to and in accordance with the terms of this Agreement, each Participant will be admitted to the

Company as a Member thereof pursuant to Section 2.8 of the A&R Company Agreement upon the execution by each such Person of the A&R Company Agreement.

ARTICLE 3. CONDITIONS TO CLOSING

3.1 The Company's Conditions to Closing. The obligation of the Company to consummate the Closing shall be subject to the satisfaction of each of the following conditions, any or all of which may be waived in whole or in part by a writing executed by the Company:

3.1.1 This Agreement shall have been executed and delivered by each of the parties thereto and a true and complete copy thereof shall have been delivered to the Company, and GOTI shall have performed all of its obligations under this Agreement required at or prior to Closing, including the obligations set forth under Section 4.2.

3.2 Failure of the Company's Condition. In the event of the failure of any condition set forth in Section 3.1, the Company, at its sole election, may (i) terminate this Agreement by written notice to GOTI, (ii) extend the date for Closing by thirty (30) days to permit such condition to be satisfied, or (iii) waive the condition and proceed to Closing.

3.3 GOTI's Conditions to Closing. The obligation of GOTI to consummate the Closing shall be subject to the satisfaction of each of the following conditions, any or all of which may be waived in whole or in part by a writing executed by GOTI:

3.3.1 This Agreement shall have been executed and delivered by each of the parties thereto and a true and complete copy thereof shall have been delivered to GOTI, and the Company shall have performed all of its obligations under this Agreement required at or prior to Closing, including the obligations set forth under Section 4.3.

3.4 Failure of GOTI's Condition. In the event of the failure of any condition set forth in Section 3.3, GOTI, at its sole election, may (i) terminate this Agreement by written notice to the Company, (ii) extend the date for Closing by thirty (30) days to permit such condition to be satisfied, or (iii) waive the condition and proceed to Closing.

ARTICLE 4. CLOSING

4.1 Timing of Closing. Closing shall occur on the date upon which all of the conditions set forth in Article 3 shall have been satisfied.

4.2 GOTI's Closing Deliverables. At or prior to Closing, GOTI shall deliver to the Company the following:

4.2.1 Such other documents and instruments as are customary and as may be reasonably requested by the Company to effectuate the transactions contemplated by this Agreement.

4.3 The Company's Closing Deliverables. At or prior to Closing, the Company shall deliver to GOTI the following:

4.3.1 The A&R Company Agreement, executed by the Company and dated as of the Closing Date.

4.3.2 Such other documents and instruments as are customary and as may be reasonably requested by GOTI to effectuate the transactions contemplated by this Agreement.

ARTICLE 5. AS IS TRANSFER AND RELEASE

5.1 Condition of Contribution Property.

5.1.1 **GOTI AND THE COMPANY AGREE THAT, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS, (I) THE CONTRIBUTION PROPERTY SHALL BE TRANSFERRED AND THE COMPANY SHALL ACCEPT POSSESSION OF THE CONTRIBUTION PROPERTY ON THE CLOSING DATE "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AS THE SAME EXIST ON THE EFFECTIVE DATE (SUBJECT TO REASONABLE WEAR AND TEAR AND DAMAGE BY CASUALTY) AND (II) SUCH CONTRIBUTION SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTY OF INCOME POTENTIAL, OPERATING EXPENSES, USES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND GOTI HEREBY DISCLAIMS AND RENOUNCES ANY SUCH REPRESENTATION OR WARRANTY. THE COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THE TRANSACTION DOCUMENTS EXECUTED BY GOTI OR THE PARTICIPANTS, NEITHER GOTI NOR THE PARTICIPANTS SHALL BE UNDER ANY DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURE REGARDING ANY MATTER WHICH MAY BE KNOWN TO GOTI OR THE PARTICIPANTS, THEIR MEMBERS, MANAGERS, OFFICERS, DIRECTORS, TRUSTEES, AGENTS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR PREDECESSORS, AS APPLICABLE, AND THAT IT IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE CONTRIBUTION PROPERTY AND NOT UPON ANY REPRESENTATIONS MADE TO IT BY ANY PERSON WHOMSOEVER ON GOTI'S OR ON ANY PARTICIPANT'S BEHALF.**

5.1.2 Except with respect to any Damages arising out of any breach of any express representation, warranty or covenant set forth in this Agreement or any other Transaction Document executed by GOTI or the Participants, the Company hereby waives, releases and forever discharges GOTI and the Participants, and each of their members, officers, directors, contractors, agents, representatives and employees, as applicable, from any and all Damages, whether known or unknown, which the Company has or may have in the future, arising out of or in connection with the Contribution Property, including the physical, environmental, governmental, economic or legal condition of the Contribution Property. For the foregoing purposes, the Company hereby specifically waives the provisions of any law the import of which is that a general release does not extend to claims which the creditor does not know or suspect to exist in the

creditor's favor at the time of executing the release, which if known by the creditor must have materially affected a settlement with the debtor.

5.2 Release. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, EACH PARTY HERETO, ON ITS OWN BEHALF AND ON BEHALF OF ITS MEMBERS, MANAGERS, OFFICERS, DIRECTORS, TRUSTEES, AGENTS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, HEIRS AND ASSIGNS, AS APPLICABLE, HEREBY ABSOLUTELY AND UNCONDITIONALLY RELEASES, WAIVES, FOREVER DISCHARGES, AND AGREES NOT TO SUE OR OTHERWISE COMMENCE ANY ACTION OR DEMAND AGAINST ANY OTHER PARTY HERETO OR ANY PARTICIPANT, OR, IN EACH CASE, ANY OF ITS MEMBERS, MANAGERS, OFFICERS, DIRECTORS, TRUSTEES, AGENTS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, HEIRS AND ASSIGNS, AS APPLICABLE, FROM AND WITH RESPECT TO ANY AND ALL CLAIMS, COUNTERCLAIMS, DEMANDS, OBLIGATIONS, DEBTS, LIABILITIES, JUDGMENTS, SUITS, ACTIONS AND CAUSES OF ACTION OF ANY KIND, NATURE OR DESCRIPTION, WHETHER OR NOT KNOWN, THAT ANY OF THEM MAY EVER HAVE HAD OR CLAIMED TO HAVE HAD OR HEREAFTER MAY HAVE IN CONNECTION WITH, RELATING TO, OR ARISING OUT OF THE CONTRIBUTION PROPERTY, THE DIP LOAN, THE LOAN PARTICIPATION AGREEMENT OR THEIR INVOLVEMENT WITH THE COMPANY. EACH PARTY HERETO, ON ITS OWN BEHALF AND ON BEHALF OF ITS MEMBERS, MANAGERS, OFFICERS, DIRECTORS, TRUSTEES, AGENTS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, HEIRS AND ASSIGNS, AS APPLICABLE, EXPRESSLY WAIVES AND RELINQUISHES THE BENEFIT OF ANY PROVISION OF APPLICABLE LAW THAT PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS OF WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST AT THE TIME OF EXECUTING THE RELEASE.

5.3 This Article 5 shall survive the Closing without limitation as to time.

ARTICLE 6. MISCELLANEOUS

6.1 Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party hereto may assign its rights or obligations hereunder without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

6.2 No Oral Modifications or Waivers. No modification of this Agreement shall be valid or effective unless the same is in writing and signed by GOTI and the Company. No purported waiver of any of the provisions of this Agreement shall be valid or effective unless the same is in writing and signed by the party against whom it is sought to be enforced. Notwithstanding the foregoing, the parties agree that the time for performance of any matter to be performed pursuant to this Agreement may be modified by electronic mail sent by the party against whom it is sought to be enforced or such party's counsel.

6.3 Notices. Notices and other communications required or permitted under this Agreement shall be in writing and delivered by hand against receipt or sent by recognized overnight delivery service, by certified or registered mail, postage prepaid, with return receipt requested, or by facsimile. All notices shall be addressed as follows:

The Company: Nassau Drive LLC
c/o Nassau Drive Manager LLC
518 17th Street, Suite 1700
Denver, Colorado 80202
Attn: James R. Mulvihill
Phone: 303-869-4600
Email: jmulvihill@blackcreekcapital.com

with a copy (which shall not constitute notice) to: Arnold & Porter Kaye Scholer LLP
370 17th Street, Suite 4400
Denver, CO 80202
Attn: Ronald R. Levine, II
Phone: 303-863-2335
Email: ron.levine@apks.com

GOTI: Game Over Technology Investors LLC
518 17th Street, Suite 1700
Denver, Colorado 80202
Attn: James R. Mulvihill
Phone: 303-869-4600
Email: jmulvihill@blackcreekcapital.com

with a copy (which shall not constitute notice) to: Arnold & Porter Kaye Scholer LLP
370 17th Street, Suite 4400
Denver, CO 80202
Attn: Ronald R. Levine, II
Phone: 303-863-2335
Email: ron.levine@apks.com

or to such other addresses as may be designated by a proper notice. Notices shall be deemed to be effective upon receipt (or refusal thereof) if personally delivered, sent by recognized overnight delivery service, or sent by certified or registered mail, postage prepaid, with return receipt requested, or upon electronically verified transmission, if such delivery is by facsimile. Notices may be given on behalf of a party by such party's legal counsel. Notices shall be deemed to include all attachments, enclosures or other documents delivered with such Notice.

6.4 Governing Law. This Agreement shall be governed in all respects by the local laws of the State of Colorado, to the extent that federal law does not preempt local law with respect to any aspect of this Agreement.

6.5 Waiver of Jury Trial; Jurisdiction. The parties hereto each hereby waive any right to jury trial in the event any party files an action relating to this Agreement or to the transactions or obligations contemplated by this Agreement. Any action, suit or proceeding arising out of this Agreement or the transactions contemplated by this Agreement shall be brought exclusively in federal or local courts having jurisdiction over the State of Colorado, and the parties hereto agree that such courts are the most convenient forum for resolution of any such action and further agree to submit to the jurisdiction of such courts and waive any right to object to venue in such courts.

6.6 Public Announcements. Any announcement, press release or other public disclosure of the transactions contemplated by this Agreement shall be subject to the mutual approval of GOTI and the Company.

6.7 Counterparts and Effectiveness. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute a single binding instrument. Execution and delivery of this Agreement by facsimile signature shall be sufficient for all purposes and shall be binding on any Person who so executes this Agreement.

6.8 Severability. In the event that any provision of this Agreement or the application thereof to any party hereto be invalid or unenforceable, then the remaining provisions of this Agreement shall not be affected thereby.

6.9 Exhibits. All Exhibits referenced in this Agreement are incorporated by such reference as if fully set forth in this Agreement, and all references to this Agreement shall be deemed to include all such Exhibits.

6.10 Integration. This Agreement and all Exhibits appended to this Agreement, and the documents and agreements referenced in this Agreement, contain the entire understanding between GOTI and the Company with respect to the contribution of the Contribution Property to the Company, and are intended to be a full integration of all prior or contemporaneous agreements, conditions, understandings or undertakings between GOTI and the Company with respect thereto. There are no promises, agreements, conditions, undertakings, understandings, warranties or representations, whether oral, written, express or implied, between GOTI and the Company with respect to the contribution of the Contribution Property to the Company other than as are expressly set forth in this Agreement and the Exhibits appended to this Agreement, and the documents and agreements referenced in this Agreement.

[Signatures page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the Effective Date.

Nassau Drive LLC, a Delaware limited liability company

By: **Nassau Drive Manager, LLC**, a Delaware limited liability company and the sole manager of Nassau Drive LLC

By: 

Name: James R. Mulvihill

Title: Authorized Officer

Game Over Technology Investors LLC, a Delaware limited liability company

By: **GOTI Manager LLC**, a Delaware limited liability company and the sole manager of Game Over Technology Investors LLC

By: 

Name: James R. Mulvihill

Title: Manager

ACCEPTED AND AGREED:

Nassau Drive Investors LLC, a Delaware limited liability company

By: 

Name: James R. Mulvihill

Title: Authorized Officer