

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5666874

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
NIMBLE COLLECTIVE LLC	05/18/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	A9.COM
<b>Street Address:</b>	410 TERRY AVENUE NORTH
<b>City:</b>	SEATTLE
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98109
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16104739
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(408)675-0442
<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>	
<b>Phone:</b>	4086750441
<b>Email:</b>	stacie@ndwe.com
<b>Correspondent Name:</b>	NICHOLSON DE VOS WEBSTER & ELLIOTT, LLP
<b>Address Line 1:</b>	99 ALMADEN BOULEVARD
<b>Address Line 2:</b>	SUITE 710
<b>Address Line 4:</b>	SAN JOSE, CALIFORNIA 95113
<b>ATTORNEY DOCKET NUMBER:</b>	1030P66424US
<b>NAME OF SUBMITTER:</b>	DAVID F. NICHOLSON
<b>SIGNATURE:</b>	/David F. Nicholson/
<b>DATE SIGNED:</b>	08/13/2019
<b>Total Attachments: 43</b>	
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## CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this “*Agreement*”) is effective as of May 18, 2019 (the “*Effective Date*”), by and among Amazon.com Services, Inc., a Delaware corporation (“*ASI*”), and A9.com, Inc., a Delaware corporation (“*A9*”).

### RECITALS

WHEREAS, A9 is a wholly owned subsidiary of ASI;

WHEREAS, as of the Effective Date, following the effectiveness and consummation of the transactions contemplated by that certain Distribution Agreement, effective as of the Effective Date, by and between Nimble Collective LLC, a Delaware limited liability company (“*Nimble Collective LLC*”), and ASI (the “*Distribution Agreement*”), ASI received 100% of the Nimble Collective Intellectual Property (as hereinafter defined) from Nimble Collective LLC (the “*Distribution*”); and

WHEREAS, pursuant to this Agreement, as of the Effective Date immediately following and subject to the transactions contemplated by the Distribution Agreement, ASI desires to contribute, transfer and deliver to A9 as a capital contribution without issuance of shares, 100% of the interests in the Nimble Collective Intellectual Property in a transaction governed by Section 351 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASI and A9 hereby agree as follows:

### ARTICLE 1 CONTRIBUTIONS

**Section 1.01 Agreement to Contribute and Contributions.** Upon and subject to the terms and conditions of this Agreement, as of the Effective Date immediately following and subject to the Distribution, ASI hereby contributes, assigns, agrees to assign, transfers, conveys and delivers to A9 as a capital contribution without issuance of shares, 100% of the Nimble Collective Intellectual Property; provided, however, that ASI and A9 acknowledge that certain license agreements, together with any associated liabilities or obligations, may not, by their own terms or under applicable law, be transferable or assignable without obtaining third-party consents or approvals. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to transfer or assign, or an assignment of, any such license agreement if an attempted transfer or assignment thereof, together with any associated liabilities or obligations, as of the Effective Date would constitute a breach or violation of the terms or conditions of such license agreement (each, a “*Deferred Consent License Agreement*”). ASI shall from and after the Effective Date, assist A9 with obtaining the rights and benefits under any such Deferred Consent License Agreement, including enforcement for the benefit of A9 of any and all rights of ASI against any other party arising out of any breach or cancellation of any such Deferred Consent License Agreement by such other party and, if requested by A9, acting as an agent on behalf of A9 or as A9 shall otherwise reasonably require. From and after the Effective Date, A9

shall satisfy and perform all liabilities and obligations of ASI under or in connection with any Deferred Consent License Agreement. For the avoidance of doubt, from and after the Effective Date, ASI irrevocably agrees to assign and transfer and hereby assigns and transfers to A9 all rights (including without limitation, all economic and commercialization rights) that can be assigned hereunder to the fullest extent permissible (which the parties believe includes all benefits and burdens of ownership of Nimble Collective Intellectual Property pursuant to each Deferred Consent License Agreement).

As used herein, “*Nimble Collective Intellectual Property*” means any and all technology and content, and all intellectual property rights thereto, throughout the world distributed by Nimble Collective LLC to ASI pursuant to the Distribution Agreement, together with all of the right, title and interest in and to the going concern intangibles throughout the world associated with the Nimble Collective Business (as hereinafter defined) transferred to ASI pursuant to the Distribution Agreement, whether existing under intellectual property, unfair competition or trade secret laws, under statute, at common law or equity, excluding any Technical Documents (as hereinafter defined) but otherwise including but not limited to:

- (a) all items of technology, content and intellectual property, including without limitation, the items set forth on Exhibit A attached hereto;
- (b) all other copyrights (including but not limited to reviews and editorial content), trade secrets, trademarks and the goodwill associated therewith, trade names, service marks, World Wide Web domain names, patents, inventions, designs, logos and trade dress, “moral rights,” mask works, know-how, rights of personality, publicity, privacy, rights in associate or vendor information, rights in customer information (including but not limited to customer lists and customer data), software or other technology, and databases and any other intellectual property and/or proprietary rights, in each case that are related to or used in connection with the Nimble Collective Business;
- (c) any application or right to apply for any of the rights referred to herein;
- (d) any and all renewals, extensions (including continuations, divisional, continuations-in-part or re-examinations of any patent right), future equivalents and restorations thereof, now or hereafter in force and effect for any of the rights referred to herein; and
- (e) derivative works of any of the foregoing.

As used herein:

“*Nimble Collective Business*” means the business formerly conducted by Nimble Collective, Inc. (as such business is currently conducted or as it is proposed to be conducted by Nimble Collective LLC or any of its affiliates).

“*Technical Documents*” means any blueprints, technical drawings or other intellectual work product embodied either in documents or another tangible medium.

**Section 1.02 Acceptance.** A9 hereby accepts from ASI such contribution, assignment, transfer, conveyance and delivery of, as a capital contribution without issuance of shares, 100% of the Nimble Collective Intellectual Property, other than the Deferred Consent License Agreements that are not transferred to the extent contemplated in Section 1 above.

**Section 1.03 No Liabilities.** In connection with its contribution of the Nimble Collective Intellectual Property hereunder, ASI shall not transfer, and A9 shall not assume, any liabilities of ASI whatsoever (including any former liabilities of Nimble Collective LLC).

**Section 1.04 Acknowledgement.** ASI acknowledges that from and after the Effective Date, A9 is the owner of all right, title and interest in and to 100% of the Nimble Collective Intellectual Property (but not including the Deferred Consent License Agreements that are not transferred to the extent contemplated in Section 1 above).

**Section 1.05 Cooperation.** The parties hereto shall take all actions necessary to execute any and all documents as may be reasonably requested by any party from time to time to fully vest or perfect such party's right, title and interest in and to the Nimble Collective Intellectual Property, including, but not limited to, the Bill of Sale substantially in the form attached hereto as Exhibit B.

## ARTICLE 2 REPRESENTATIONS AND WARRANTIES OF ASI

**Section 2.01 Organization; Binding Effect.** ASI hereby represents and warrants to A9 as follows:

- (a) Organization and Good Standing. ASI is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. ASI has full entity power and authority to execute, deliver and perform this Agreement.
- (b) Binding Effect. This Agreement has been duly executed and delivered by ASI and, assuming the due execution and delivery hereof by A9, constitutes the legal, valid and binding obligation of ASI, enforceable against ASI in accordance with its terms.

## ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF A9

**Section 3.01 Organization; Binding Effect.** A9 hereby represents and warrants to ASI as follows:

- (a) Organization and Good Standing. A9 is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. It has full corporate power and authority to execute, deliver and perform this Agreement.

- (b) Binding Effect. This Agreement has been duly executed and delivered by A9 and, assuming the due execution and delivery hereof by ASI, constitutes the legal, valid and binding obligation of A9, enforceable against A9 in accordance with its terms.

#### **ARTICLE 4 MISCELLANEOUS**

**Section 4.01 Governing Law.** This Agreement, and any disputes arising out of or in connection with this Agreement, shall be governed by and construed in accordance with the laws of the State of Delaware, excluding its rules governing choice of law and conflicts of laws. The courts located within the State of Delaware shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement. The parties hereto specifically consent to the exercise of personal jurisdiction by such courts.

**Section 4.02 Amendment.** No change, modification or amendment of this Agreement shall be valid or binding on the parties unless such change or modification shall be in writing signed by the party or parties against whom the same is sought to be enforced.

**Section 4.03 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. A facsimile, PDF or other electronic signature of this Agreement shall be valid and have the same force and effect as a manually signed original.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date(s) set forth below.

**AMAZON.COM SERVICES, INC.**

DocuSigned by:  
*Michael Deal*  
By: \_\_\_\_\_  
Name: Michael D. Deal  
Title: President, Treasurer and Secretary  
Date Signed: April 18, 2019

**A9.COM, INC.**

DocuSigned by:  
*Gayle Tagawa*  
By: \_\_\_\_\_  
Name: Gayle Tagawa  
Title: Vice President  
Date Signed: May 1, 2019

SIGNATURE PAGE TO CONTRIBUTION AGREEMENT

## **EXHIBIT A**

### **NIMBLE COLLECTIVE INTELLECTUAL PROPERTY**

- Patents
  - Pending Patent (Docket #35074-40775/US).
- Domain Names
  - Nimblecollective.com
  - Disruptedliving.com
  - Nimblecollective.com
  - Nimblecollective.tv
  - Roadsideassistanceshort.com



**EXHIBIT B**  
**BILL OF SALE**

## BILL OF SALE

This BILL OF SALE AGREEMENT (this "**Agreement**"), effective as of \_\_\_\_\_, 2019 (the "**Effective Date**"), is by and between Nimble Collective LLC, a Delaware limited liability company ("**Seller**"), and A9.com, Inc., a Delaware corporation ("**Buyer**").

1. Pursuant to, and subject to the effectiveness of each of the following, in consecutive order starting with item a and ending with item b:
  - a. Distribution Agreement, effective as of the Effective Date (the "**Distribution Agreement**"), by and between Seller and Amazon.com Services, Inc., a Delaware corporation ("**Parent**"); and
  - b. Contribution Agreement, effective as of the Effective Date, by and between Parent and Buyer,

Seller hereby irrevocably and unconditionally conveys, transfers, and assigns to Buyer all of Seller's right, title and interest in and to the Property (as hereinafter defined), the goodwill associated therewith and the right to sue for and recover damages for any past, present or future infringement of the Property, the same to be held and enjoyed by Buyer for its own use and enjoyment, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

2. "Property" as used herein is the Distributor Intellectual Property, as defined in the Distribution Agreement, which includes, but is not limited to, the items listed on Exhibit A attached hereto.
3. Title and risk shall pass to Buyer as of the Effective Date of this Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed on the dates set forth below.

**NIMBLE COLLECTIVE LLC**

**A9.COM, INC.**

By: \_\_\_\_\_

Name: Rex Grignon

Title: Vice President

Date Signed: \_\_\_\_\_

Address:

2400 Wyandotte Street, Suite C  
Mountain View, CA 94043

By: \_\_\_\_\_

Name: Gayle Tagawa

Title: Vice President

Date Signed: \_\_\_\_\_

Address:

130 Lytton Avenue  
Palo Alto, CA 94301-1044

SIGNATURE PAGE TO BILL OF SALE

**EXHIBIT A**  
**DISTRIBUTOR INTELLECTUAL PROPERTY**

- Patents
  - Pending Patent (Docket #35074-40775/US).
  
- Domain Names
  - Nimblecollective.com
  - Disruptedliving.com
  - Nimblecollective.com
  - Nimblecollective.tv
  - Roadsideassistanceshort.com

**Certificate Of Completion**

Envelope Id: 506030F01A6845CCB3ADC4E61D4F39EC	Status: Completed
Subject: ACTION: Document 2.3.1 - Contribution Agmt (Nimble Collective IP to A9)	
Document Type: Board Consent	
Legal VP: Deal	
Bulk Send: No	
Source Envelope:	
Document Pages: 10	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kris Becker
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	ATTN: Legal Department
	PO BOX 81226
	Seattle, WA 98108
	krbecker@amazon.com
	IP Address: 205.251.233.176


**Record Tracking**

Status: Original	Holder: Kris Becker	Location: DocuSign
18-Apr-2019   19:34	krbecker@amazon.com	

**Signer Events**

Gayle Tagawa  
 gayle@amazon.com  
 Tax Director  
 Amazon  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 F5BE8D4A68994E4...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 205.251.233.51

**Timestamp**

Sent: 18-Apr-2019 | 19:36  
 Resent: 30-Apr-2019 | 17:05  
 Resent: 01-May-2019 | 12:33  
 Viewed: 01-May-2019 | 12:35  
 Signed: 01-May-2019 | 12:35

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Michael D. Deal  
 deal@amazon.com  
 Vice President and AGC  
 Amazon.com, Inc.  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 39FCD64500764AC...  
 Signature Adoption: Uploaded Signature Image  
 Using IP Address: 174.216.15.162  
 Signed using mobile

Sent: 18-Apr-2019 | 19:36  
 Viewed: 18-Apr-2019 | 19:36  
 Signed: 18-Apr-2019 | 19:36

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Theresa Lee  
 theresa.lee@pillsburylaw.com  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 18-Apr-2019 | 19:36  
 Viewed: 24-Apr-2019 | 09:27

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	01-May-2019   12:33
Certified Delivered	Security Checked	01-May-2019   12:35
Signing Complete	Security Checked	01-May-2019   12:35
Completed	Security Checked	01-May-2019   12:35

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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## NIMBLE COLLECTIVE LLC

### CONSENT OF BOARD OF MANAGERS

The undersigned, being the sole member of the Board of Managers (the “*Board*”) of Nimble Collective LLC, a Delaware limited liability company (the “*Company*”), in lieu of a meeting of the Company’s Board, by this instrument hereby consents to the adoption of the following resolutions and hereby waives any notices required with respect thereto by law, by the terms of the Limited Liability Company Agreement of the Company, or otherwise, effective as of \_\_\_\_\_ May 18 \_\_\_\_\_, 2019:

### DISTRIBUTION OF INTELLECTUAL PROPERTY RIGHTS

WHEREAS, Section 18-504 of the Delaware Limited Liability Company Act provides that distributions of cash or other assets of a limited liability company shall be allocated among its members in the manner provided in such company’s limited liability company agreement;

WHEREAS, Section 12 of the Limited Liability Company Agreement of Nimble Collective LLC (the “*Agreement*”) provides that distributions of cash or other assets of the Company shall be made at such times and in such amounts as the Board may determine, such distributions (except as otherwise provided in Section 15 of the Agreement) to be made to Members (as defined in the Agreement) pro rata in accordance with their respective Percentage Interests (as defined in the Agreement);

WHEREAS, the Company wishes to distribute all of the Company’s intellectual property assets, together with going-concern intangibles (the “*IP Assets*”), including without limitation those IP Assets described in the Distribution Agreement attached hereto as **Exhibit A**, other than blueprints, technical drawings, or other intellectual work product which is embodied either in documents or another tangible medium (the “*Technical Documents*”), to Amazon.com Services, Inc., a Delaware corporation and the Company’s sole member (“*ASI*” and such distribution, the “*Distribution*”);

WHEREAS, the Company and ASI have agreed that the Technical Documents have a value of no more than one hundred dollars (\$100); and

WHEREAS, for United States federal income tax purposes, the Company is disregarded as an entity separate from ASI and, as a result, the Distribution is a nonevent:

NOW, THEREFORE, BE IT RESOLVED, that the Distribution be, and hereby is, authorized and approved; and that the officers of the Company, or any one or more of them (each, an “*Authorized Officer*,” and collectively, the “*Authorized Officers*”), be, and each hereby is, authorized and directed to execute any and all documents as may be deemed by any one of them to be necessary or advisable to effectuate the Distribution, and the taking of any and all such actions

and the execution of any and all such documents in connection with the foregoing shall conclusively establish their authority therefor from the Company and the approval and ratification thereof by the Board; and

RESOLVED FURTHER, that, the Board hereby determines and confirms, in accordance with the requirements of Section 18-607 of the Delaware Limited Liability Company Act, that at the time of the Distribution and after giving effect to the Distribution, all liabilities of the Company will not exceed the fair value of the assets of the Company.

### **LICENSE TO INTELLECTUAL PROPERTY RIGHTS**

WHEREAS, subject to and immediately following the Distribution, ASI will contribute the IP Assets (other than the Technical Documents), to its wholly owned subsidiary, A9.com, Inc., a Delaware corporation and an affiliate of the Company (“A9”); and

WHEREAS, the Company requires a license to continue to use the IP Assets in the course of operating its business:

NOW, THEREFORE, BE IT RESOLVED, that the Authorized Officers be, and each hereby is, authorized and directed to negotiate and prepare one or more license agreements with A9 to grant the Company sufficient rights to use and exploit the IP Assets as may be necessary to permit the operation of the Company’s business and the performance of its contracts and other obligations (the “*Licenses*”); and

RESOLVED FURTHER, that the Authorized Officers be, and each hereby is, authorized and directed to execute the Licenses and any and all documents as may be deemed by any one of them to be necessary or advisable to effectuate the intent of the Licenses, and the taking of any and all such actions and the execution of any and all such documents in connection with the foregoing shall conclusively establish their authority therefor from the Company and the approval and ratification thereof by the Board.

### **OMNIBUS RESOLUTIONS**

RESOLVED FURTHER, that the Authorized Officers, each with full power to act alone, be, and each hereby is, authorized, directed and empowered, in the name and on behalf of the Company, to carry out and fully perform the terms and provisions of each document delivered pursuant to the foregoing resolutions, with such changes and modifications thereto as such officers may deem necessary or appropriate, and to execute, deliver and, where called for by the particular document, affix the seal of the Company to all such consents, agreements, certificates, notes, instruments and other documents, to make all such payments, and to do and perform all such other acts and things as such officer may deem necessary, appropriate or convenient, as conclusively evidenced by such action by such officer in order to carry into effect the foregoing resolutions and each document as delivered pursuant hereto; and



RESOLVED FURTHER, that all actions previously taken by the Authorized Officers in connection with the matters contemplated by the foregoing resolutions and all transactions related thereto are hereby adopted, ratified, confirmed and approved in all respects.

*(Remainder of page intentionally left blank. Signature page follows.)*

IN WITNESS WHEREOF, this Consent of Board of Managers has been executed by the undersigned on the date set forth below.

Date Signed: April 18, 2019

DocuSigned by:  
*Michael Deal*  
39FCD64500764AC...  
\_\_\_\_\_  
Michael D. Deal

SIGNATURE PAGE TO  
NIMBLE COLLECTIVE LLC  
CONSENT OF BOARD OF MANAGERS  
(DISTRIBUTION OF IP ASSETS)

**EXHIBIT A**  
**DISTRIBUTION AGREEMENT**

## DISTRIBUTION AGREEMENT

This DISTRIBUTION AGREEMENT (this “*Agreement*”) is effective as of \_\_\_\_\_, 2019 (the “*Effective Date*”), by and between Nimble Collective LLC, a Delaware limited liability company (“*Distributor*”), and Amazon.com Services, Inc., a Delaware corporation (“*Parent*”).

### RECITALS

WHEREAS, Parent is the sole member of Distributor;

WHEREAS, as of the Effective Date, Distributor desires to distribute, assign, transfer and convey to Parent the Distributor Intellectual Property (as hereinafter defined) (the “*Distribution*”), and Parent has agreed to accept the Distribution;

WHEREAS, for United States federal income tax purposes, Distributor is disregarded as an entity separate from Parent and, as a result, the Distribution is a nonevent;

WHEREAS, as of the Effective Date, immediately following and subject to the Distribution, Parent shall contribute the Distributor Intellectual Property to Parent’s wholly owned subsidiary, A9.com, Inc., a Delaware corporation (“*A9*”), pursuant to that certain Contribution Agreement, effective as of the Effective Date, by and between Parent and A9 (the “*Contribution Agreement*”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. As of the Effective Date, Distributor hereby irrevocably distributes, assigns, transfers and conveys to Parent all of Distributor’s right, title and interest in and to the Distributor Intellectual Property; provided, however, that Distributor and Parent acknowledge that certain license agreements, together with any associated liabilities or obligations, may not, by their own terms or under applicable law, be transferable or assignable without obtaining third-party consents or approvals. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to transfer or assign, or an assignment of, any such license agreement if an attempted transfer or assignment thereof, together with any associated liabilities or obligations, as of the Effective Date would constitute a breach or violation of the terms or conditions of such license agreement (each, a “*Deferred Consent License Agreement*”). Distributor shall from and after the Effective Date, assist Parent with obtaining the rights and benefits under any such Deferred Consent License Agreement, including enforcement for the benefit of Parent of any and all rights of Distributor against any other party arising out of any breach or cancellation of any such Deferred Consent License Agreement by such other party and, if requested by Parent, acting as an agent on behalf of Parent or as Parent shall otherwise reasonably require. From and after the Effective Date, Parent shall satisfy and perform all liabilities and obligations of Distributor under or in connection with any Deferred Consent License Agreement. For the avoidance of doubt, from and after the Effective Date, Distributor irrevocably agrees to assign and transfer and hereby assigns and transfers to Parent all rights (including without limitation, all economic and commercialization rights) that can be assigned hereunder to the fullest extent permissible (which the parties believe includes all benefits and burdens of ownership of Distributor Intellectual Property pursuant to each Deferred Consent

License Agreement). To the extent any of Distributor's rights in the Distributor Intellectual Property, including without limitation, any moral rights, are not subject to assignment under this Agreement, Distributor hereby irrevocably and unconditionally waives all enforcement of such rights against Parent.

As used herein, "***Distributor Intellectual Property***" means any and all technology and content, and all intellectual property rights thereto, throughout the world owned by Distributor, together with going concern intangibles throughout the world associated with the Distributor Business (as hereinafter defined), whether existing under intellectual property, unfair competition or trade secret laws, under statute, at common law or equity, excluding any Technical Documents (as hereinafter defined) but otherwise including but not limited to:

(a) all items of technology, content and intellectual property, including without limitation, the items set forth on Exhibit A attached hereto;

(b) all other copyrights (including but not limited to reviews and editorial content), trade secrets, trademarks and the goodwill associated therewith, trade names, service marks, World Wide Web domain names, patents, inventions, designs, logos and trade dress, "moral rights," mask works, know-how, rights of personality, publicity, privacy, rights in associate or vendor information, rights in customer information (including but not limited to customer lists and customer data), software or other technology, and databases and any other intellectual property and/or proprietary rights, in each case that are related to or used in connection with the business formerly conducted by Nimble Collective, Inc. (as such business is currently conducted or as it is proposed to be conducted by Distributor or any of its affiliates (such business, the "***Distributor Business***"));

(c) any application or right to apply for any of the rights referred to herein;

(d) any and all renewals, extensions (including continuations, divisional, continuations-in-part or re-examinations of any patent right), future equivalents and restorations thereof, now or hereafter in force and effect for any of the rights referred to herein; and

(e) derivative works of any of the foregoing.

As used herein, "***Technical Documents***" means any blueprints, technical drawings or other intellectual work product embodied either in documents or another tangible medium.

2. Parent hereby accepts such distribution, assignment, transfer and conveyance of the Distributor Intellectual Property, other than the Deferred Consent License Agreements that are not transferred to the extent contemplated in Section 1 above. Parent hereby acknowledges that the transfer of such property need not be recorded as a transfer to Parent but instead may be recorded as a transfer to A9 if immediately following the Distribution, pursuant to the terms and conditions of the Contribution Agreement, Parent contributes 100% of the Distributor Intellectual Property (but not including the Deferred Consent License Agreements that are not transferred to the extent contemplated in Section 1 above) to A9. The parties agree that

the value of the Technical Documents retained by Distributor does not exceed one hundred dollars (\$100.00).

3. The parties hereto agree to execute and deliver all such further documents and instruments and to take all such further action as may be necessary or appropriate to effect the Distribution and carry out the purposes of this Agreement, including, but not limited to, the Bill of Sale substantially in the form attached hereto as Exhibit B.

4. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. A facsimile, PDF or other electronic signature of this Agreement shall be valid and have the same force and effect as a manually signed original.

5. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns /of the parties hereto.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflicts of laws or principles thereof.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Agreement on the date(s) set forth below.

**DISTRIBUTOR:**

**NIMBLE COLLECTIVE LLC**

By: \_\_\_\_\_

Name: Peter Krawiec

Title: President and Secretary

Date Signed: \_\_\_\_\_

**PARENT:**

**AMAZON.COM SERVICES, INC.**

By: \_\_\_\_\_

Name: Michael D. Deal

Title: President, Treasurer and Secretary

Date Signed: \_\_\_\_\_

SIGNATURE PAGE TO DISTRIBUTION AGREEMENT

## **EXHIBIT A**

### **DISTRIBUTOR INTELLECTUAL PROPERTY**

- Patents
  - Pending Patent (Docket #35074-40775/US).
- Domain Names
  - Nimblecollective.com
  - Disruptedliving.com
  - Nimblecollective.com
  - Nimblecollective.tv
  - Roadsideassistanceshort.com



**EXHIBIT B**  
**BILL OF SALE**

B-1

## BILL OF SALE

This BILL OF SALE AGREEMENT (this “*Agreement*”), effective as of \_\_\_\_\_, 2019 (the “*Effective Date*”), is by and between Nimble Collective LLC, a Delaware limited liability company (“*Seller*”), and A9.com, Inc., a Delaware corporation (“*Buyer*”).

1. Pursuant to, and subject to the effectiveness of each of the following, in consecutive order starting with item a and ending with item b:
  - a. Distribution Agreement, effective as of the Effective Date (the “*Distribution Agreement*”), by and between Seller and Amazon.com Services, Inc., a Delaware corporation (“*Parent*”); and
  - b. Contribution Agreement, effective as of the Effective Date, by and between Parent and Buyer,

Seller hereby irrevocably and unconditionally conveys, transfers, and assigns to Buyer all of Seller’s right, title and interest in and to the Property (as hereinafter defined), the goodwill associated therewith and the right to sue for and recover damages for any past, present or future infringement of the Property, the same to be held and enjoyed by Buyer for its own use and enjoyment, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

2. “Property” as used herein is the Distributor Intellectual Property, as defined in the Distribution Agreement, which includes, but is not limited to, the items listed on Exhibit A attached hereto.
3. Title and risk shall pass to Buyer as of the Effective Date of this Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed on the dates set forth below.

**NIMBLE COLLECTIVE LLC**

**A9.COM, INC.**

By: \_\_\_\_\_

Name: Rex Grignon

Title: Vice President

Date Signed: \_\_\_\_\_

Address:

2400 Wyandotte Street, Suite C  
Mountain View, CA 94043

By: \_\_\_\_\_

Name: Gayle Tagawa

Title: Vice President

Date Signed: \_\_\_\_\_

Address:

130 Lytton Avenue  
Palo Alto, CA 94301-1044

SIGNATURE PAGE TO BILL OF SALE

**EXHIBIT A**  
**DISTRIBUTOR INTELLECTUAL PROPERTY**

- Patents
  - Pending Patent (Docket #35074-40775/US).
- Domain Names
  - Nimblecollective.com
  - Disruptedliving.com
  - Nimblecollective.com
  - Nimblecollective.tv
  - Roadsideassistanceshort.com

**Certificate Of Completion**

Envelope Id: 367C567846204C11BD341355899F4856	Status: Completed
Subject: ACTION: Document 2.2.2 - Nimble Collective LLC Board Consent approving IP distribution	
Document Type: Board Consent	
Legal VP: Deal	
Bulk Send: No	
Source Envelope:	
Document Pages: 14	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kris Becker
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	ATTN: Legal Department
	PO BOX 81226
	Seattle, WA 98108
	krbecker@amazon.com
	IP Address: 205.251.233.176

**Record Tracking**

Status: Original	Holder: Kris Becker	Location: DocuSign
18-Apr-2019   19:31	krbecker@amazon.com	

**Signer Events**

Michael D. Deal  
deal@amazon.com  
Vice President and AGC  
Amazon.com, Inc.  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
39FCD84500764AC...  
Signature Adoption: Uploaded Signature Image  
Using IP Address: 174.216.15.162  
Signed using mobile

**Timestamp**

Sent: 18-Apr-2019 | 19:32  
Viewed: 18-Apr-2019 | 19:37  
Signed: 18-Apr-2019 | 19:37

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Theresa Lee  
theresa.lee@pillsburylaw.com  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 18-Apr-2019 | 19:32

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent	Hashed/Encrypted	18-Apr-2019   19:32
Certified Delivered	Security Checked	18-Apr-2019   19:37
Signing Complete	Security Checked	18-Apr-2019   19:37
Completed	Security Checked	18-Apr-2019   19:37

**Payment Events**

**Status**

**Timestamps**

**NIMBLE COLLECTIVE LLC**  
**CONSENT IN LIEU OF MEETING**  
**OF**  
**SOLE MEMBER**

The undersigned, being the sole Member of Nimble Collective LLC, a Delaware limited liability company (the “*Company*”), by this instrument in lieu of a meeting, consents to the adoption of the following resolutions and hereby waives any notices required with respect thereto by law, by the terms of the Limited Liability Company Agreement of the Company, or otherwise, effective as of       May 18      , 2019:

**DISTRIBUTION OF INTELLECTUAL PROPERTY RIGHTS**

WHEREAS, Section 18-504 of the Delaware Limited Liability Company Act provides that distributions of cash or other assets of a limited liability company shall be allocated among its members in the manner provided in such company’s limited liability company agreement;

WHEREAS, Section 12 of the Limited Liability Company Agreement of Nimble Collective LLC (the “*Agreement*”) provides that distributions of cash or other assets of the Company shall be made at such times and in such amounts as the Board of Managers of the Company (the “*Board*”) may determine, such distributions (except as otherwise provided in Section 15 of the Agreement) to be made to Members (as defined in the Agreement) pro rata in accordance with their respective Percentage Interests (as defined in the Agreement);

WHEREAS, the Company wishes to distribute all of the Company’s intellectual property assets, together with going-concern intangibles (the “*IP Assets*”), including without limitation those IP Assets described in the Distribution Agreement attached hereto as **Exhibit A**, other than blueprints, technical drawings, or other intellectual work product which is embodied either in documents or another tangible medium (the “*Technical Documents*”), to Amazon.com Services, Inc., a Delaware corporation and the Company’s sole member (“*ASI*” and such distribution, the “*Distribution*”);

WHEREAS, the Company and ASI have agreed that the Technical Documents have a value of no more than one hundred dollars (\$100);

WHEREAS, for United States federal income tax purposes, the Company is disregarded as an entity separate from ASI and, as a result, the Distribution is a nonevent; and

WHEREAS, the Board has authorized and approved the Distribution:

NOW, THEREFORE, BE IT RESOLVED, that the Distribution be, and hereby is, ratified, authorized and approved.

**LICENSE TO INTELLECTUAL PROPERTY RIGHTS**

WHEREAS, subject to and immediately following the Distribution, ASI will contribute the IP Assets (other than the Technical Documents), to its wholly owned subsidiary, A9.com, Inc., a Delaware corporation and an affiliate of the Company (“A9”);

WHEREAS, the Company requires a license to continue to use the IP Assets in the course of operating its business; and

WHEREAS, the Board has authorized and directed the officers of the Company, or any one or more of them (each, an “*Authorized Officer*,” and collectively, the “*Authorized Officers*”), to negotiate and prepare one or more license agreements with A9 to grant the Company sufficient rights to use and exploit the IP Assets as may be necessary to permit the operation of the Company’s business and the performance of its contracts and other obligations (the “*Licenses*”):

NOW, THEREFORE, BE IT RESOLVED, that the Licenses be, and they hereby are, ratified, authorized, and approved.

**OMNIBUS RESOLUTIONS**

RESOLVED FURTHER, that the Authorized Officers, each with full power to act alone, be, and each hereby is, authorized, directed and empowered, in the name and on behalf of the Company, to carry out and fully perform the terms and provisions of each document delivered pursuant to the foregoing resolutions, with such changes and modifications thereto as such officers may deem necessary or appropriate, and to execute, deliver and, where called for by the particular document, affix the seal of the Company to all such consents, agreements, certificates, notes, instruments and other documents, with such changes and modifications as such officers may deem necessary or appropriate, to make all such payments, and to do and perform all such other acts and things as such officer may deem necessary, appropriate or convenient, as conclusively evidenced by such action by such officer in order to carry into effect the foregoing resolutions and each document as delivered pursuant hereto; and

RESOLVED FURTHER, that all actions previously taken by the Authorized Officers in connection with the matters contemplated by the foregoing resolutions and all transactions related thereto are hereby adopted, ratified, confirmed and approved in all respects.

*(Remainder of page intentionally left blank. Signature page follows.)*



IN WITNESS WHEREOF, the undersigned holder of all of the outstanding membership interests of the Company does hereby consent to and approve the adoption of the foregoing resolutions, and has executed this Consent on the date set forth below.

**AMAZON.COM SERVICES, INC.**

Date Signed: April 18, 2019

DocuSigned by:  
*Michael D. Deal*  
\_\_\_\_\_  
By: Michael D. Deal  
Title: President, Treasurer and Secretary

SIGNATURE PAGE TO NIMBLE COLLECTIVE LLC  
CONSENT IN LIEU OF MEETING OF  
SOLE MEMBER  
(DISTRIBUTION OF IP ASSETS)

**EXHIBIT A**  
**DISTRIBUTION AGREEMENT**

## DISTRIBUTION AGREEMENT

This DISTRIBUTION AGREEMENT (this “*Agreement*”) is effective as of \_\_\_\_\_, 2019 (the “*Effective Date*”), by and between Nimble Collective LLC, a Delaware limited liability company (“*Distributor*”), and Amazon.com Services, Inc., a Delaware corporation (“*Parent*”).

### RECITALS

WHEREAS, Parent is the sole member of Distributor;

WHEREAS, as of the Effective Date, Distributor desires to distribute, assign, transfer and convey to Parent the Distributor Intellectual Property (as hereinafter defined) (the “*Distribution*”), and Parent has agreed to accept the Distribution;

WHEREAS, for United States federal income tax purposes, Distributor is disregarded as an entity separate from Parent and, as a result, the Distribution is a nonevent;

WHEREAS, as of the Effective Date, immediately following and subject to the Distribution, Parent shall contribute the Distributor Intellectual Property to Parent’s wholly owned subsidiary, A9.com, Inc., a Delaware corporation (“*A9*”), pursuant to that certain Contribution Agreement, effective as of the Effective Date, by and between Parent and A9 (the “*Contribution Agreement*”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. As of the Effective Date, Distributor hereby irrevocably distributes, assigns, transfers and conveys to Parent all of Distributor’s right, title and interest in and to the Distributor Intellectual Property; provided, however, that Distributor and Parent acknowledge that certain license agreements, together with any associated liabilities or obligations, may not, by their own terms or under applicable law, be transferable or assignable without obtaining third-party consents or approvals. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to transfer or assign, or an assignment of, any such license agreement if an attempted transfer or assignment thereof, together with any associated liabilities or obligations, as of the Effective Date would constitute a breach or violation of the terms or conditions of such license agreement (each, a “*Deferred Consent License Agreement*”). Distributor shall from and after the Effective Date, assist Parent with obtaining the rights and benefits under any such Deferred Consent License Agreement, including enforcement for the benefit of Parent of any and all rights of Distributor against any other party arising out of any breach or cancellation of any such Deferred Consent License Agreement by such other party and, if requested by Parent, acting as an agent on behalf of Parent or as Parent shall otherwise reasonably require. From and after the Effective Date, Parent shall satisfy and perform all liabilities and obligations of Distributor under or in connection with any Deferred Consent License Agreement. For the avoidance of doubt, from and after the Effective Date, Distributor irrevocably agrees to assign and transfer and hereby assigns and transfers to Parent all rights (including without limitation, all economic and commercialization rights) that can be assigned hereunder to the fullest extent permissible (which the parties believe includes all benefits and burdens of ownership of Distributor Intellectual Property pursuant to each Deferred Consent

License Agreement). To the extent any of Distributor's rights in the Distributor Intellectual Property, including without limitation, any moral rights, are not subject to assignment under this Agreement, Distributor hereby irrevocably and unconditionally waives all enforcement of such rights against Parent.

As used herein, "***Distributor Intellectual Property***" means any and all technology and content, and all intellectual property rights thereto, throughout the world owned by Distributor, together with going concern intangibles throughout the world associated with the Distributor Business (as hereinafter defined), whether existing under intellectual property, unfair competition or trade secret laws, under statute, at common law or equity, excluding any Technical Documents (as hereinafter defined) but otherwise including but not limited to:

(a) all items of technology, content and intellectual property, including without limitation, the items set forth on Exhibit A attached hereto;

(b) all other copyrights (including but not limited to reviews and editorial content), trade secrets, trademarks and the goodwill associated therewith, trade names, service marks, World Wide Web domain names, patents, inventions, designs, logos and trade dress, "moral rights," mask works, know-how, rights of personality, publicity, privacy, rights in associate or vendor information, rights in customer information (including but not limited to customer lists and customer data), software or other technology, and databases and any other intellectual property and/or proprietary rights, in each case that are related to or used in connection with the business formerly conducted by Nimble Collective, Inc. (as such business is currently conducted or as it is proposed to be conducted by Distributor or any of its affiliates (such business, the "***Distributor Business***"));

(c) any application or right to apply for any of the rights referred to herein;

(d) any and all renewals, extensions (including continuations, divisional, continuations-in-part or re-examinations of any patent right), future equivalents and restorations thereof, now or hereafter in force and effect for any of the rights referred to herein; and

(e) derivative works of any of the foregoing.

As used herein, "***Technical Documents***" means any blueprints, technical drawings or other intellectual work product embodied either in documents or another tangible medium.

2. Parent hereby accepts such distribution, assignment, transfer and conveyance of the Distributor Intellectual Property, other than the Deferred Consent License Agreements that are not transferred to the extent contemplated in Section 1 above. Parent hereby acknowledges that the transfer of such property need not be recorded as a transfer to Parent but instead may be recorded as a transfer to A9 if immediately following the Distribution, pursuant to the terms and conditions of the Contribution Agreement, Parent contributes 100% of the Distributor Intellectual Property (but not including the Deferred Consent License Agreements that are not transferred to the extent contemplated in Section 1 above) to A9. The parties agree that

the value of the Technical Documents retained by Distributor does not exceed one hundred dollars (\$100.00).

3. The parties hereto agree to execute and deliver all such further documents and instruments and to take all such further action as may be necessary or appropriate to effect the Distribution and carry out the purposes of this Agreement, including, but not limited to, the Bill of Sale substantially in the form attached hereto as Exhibit B.

4. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. A facsimile, PDF or other electronic signature of this Agreement shall be valid and have the same force and effect as a manually signed original.

5. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns /of the parties hereto.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflicts of laws or principles thereof.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Agreement on the date(s) set forth below.

**DISTRIBUTOR:**

**NIMBLE COLLECTIVE LLC**

By: \_\_\_\_\_

Name: Peter Krawiec

Title: President and Secretary

Date Signed: \_\_\_\_\_

**PARENT:**

**AMAZON.COM SERVICES, INC.**

By: \_\_\_\_\_

Name: Michael D. Deal

Title: President, Treasurer and Secretary

Date Signed: \_\_\_\_\_

SIGNATURE PAGE TO DISTRIBUTION AGREEMENT

## **EXHIBIT A**

### **DISTRIBUTOR INTELLECTUAL PROPERTY**

- Patents
  - Pending Patent (Docket #35074-40775/US).
- Domain Names
  - Nimblecollective.com
  - Disruptedliving.com
  - Nimblecollective.com
  - Nimblecollective.tv
  - Roadsideassistanceshort.com

**EXHIBIT B**  
**BILL OF SALE**

B-1



## BILL OF SALE

This BILL OF SALE AGREEMENT (this "**Agreement**"), effective as of \_\_\_\_\_, 2019 (the "**Effective Date**"), is by and between Nimble Collective LLC, a Delaware limited liability company ("**Seller**"), and A9.com, Inc., a Delaware corporation ("**Buyer**").

1. Pursuant to, and subject to the effectiveness of each of the following, in consecutive order starting with item a and ending with item b:
  - a. Distribution Agreement, effective as of the Effective Date (the "**Distribution Agreement**"), by and between Seller and Amazon.com Services, Inc., a Delaware corporation ("**Parent**"); and
  - b. Contribution Agreement, effective as of the Effective Date, by and between Parent and Buyer,

Seller hereby irrevocably and unconditionally conveys, transfers, and assigns to Buyer all of Seller's right, title and interest in and to the Property (as hereinafter defined), the goodwill associated therewith and the right to sue for and recover damages for any past, present or future infringement of the Property, the same to be held and enjoyed by Buyer for its own use and enjoyment, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

2. "Property" as used herein is the Distributor Intellectual Property, as defined in the Distribution Agreement, which includes, but is not limited to, the items listed on Exhibit A attached hereto.
3. Title and risk shall pass to Buyer as of the Effective Date of this Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed on the dates set forth below.

**NIMBLE COLLECTIVE LLC**

**A9.COM, INC.**

By: \_\_\_\_\_

Name: Rex Grignon

Title: Vice President

Date Signed: \_\_\_\_\_

Address:

2400 Wyandotte Street, Suite C  
Mountain View, CA 94043

By: \_\_\_\_\_

Name: Gayle Tagawa

Title: Vice President

Date Signed: \_\_\_\_\_

Address:

130 Lytton Avenue  
Palo Alto, CA 94301-1044

SIGNATURE PAGE TO BILL OF SALE

**EXHIBIT A**  
**DISTRIBUTOR INTELLECTUAL PROPERTY**

- Patents
  - Pending Patent (Docket #35074-40775/US).
  
- Domain Names
  - Nimblecollective.com
  - Disruptedliving.com
  - Nimblecollective.com
  - Nimblecollective.tv
  - Roadsideassistanceshort.com

### Certificate Of Completion

Envelope Id: 4B5D29F549EC46F2BD7A649730494ACC	Status: Completed
Subject: ACTION: Document 2.2.3 - Nimble Collective LLC Member Consent approving IP distribution	
Document Type: Board Consent	
Legal VP: Deal	
Bulk Send: No	
Source Envelope:	
Document Pages: 13	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kris Becker
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	ATTN: Legal Department
	PO BOX 81226
	Seattle, WA 98108
	krbecker@amazon.com
	IP Address: 205.251.233.176

### Record Tracking

Status: Original	Holder: Kris Becker	Location: DocuSign
18-Apr-2019   19:32	krbecker@amazon.com	

### Signer Events

Michael D. Deal  
deal@amazon.com  
Vice President and AGC  
Amazon.com, Inc.

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

### Signature

DocuSigned by:  
  
39FCD84500764AC...  
Signature Adoption: Uploaded Signature Image  
Using IP Address: 174.216.15.162  
Signed using mobile

### Timestamp

Sent: 18-Apr-2019 | 19:34  
Viewed: 18-Apr-2019 | 19:37  
Signed: 18-Apr-2019 | 19:37

### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

Theresa Lee  
theresa.lee@pillsburylaw.com  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 18-Apr-2019 | 19:34

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

Envelope Sent	Hashed/Encrypted	18-Apr-2019   19:34
Certified Delivered	Security Checked	18-Apr-2019   19:37
Signing Complete	Security Checked	18-Apr-2019   19:37
Completed	Security Checked	18-Apr-2019   19:37

**Payment Events**

**Status**

**Timestamps**