

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6245477

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	OCEAN II PLO LLC	03/17/2020
RECEIVING PARTY DATA		
Name:	NEUTRON HOLDINGS, INC. DBA LIME	
Street Address:	85 2ND STREET, FIRST FLOOR	
City:	SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94105	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16739520
CORRESPONDENCE DATA		
Fax Number:	(312)876-7925	
<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:	3128767925	
Email:	kevin.greenleaf@dentons.com, mlaip.docketchi@dentons.com, mlaip@dentons.com, monet.noel@dentons.com	
Correspondent Name:	DENTONS US LLP	
Address Line 1:	1900 K. STREET, NW	
Address Line 4:	WASHINGTON, D.C. 20006	
ATTORNEY DOCKET NUMBER:	15799083.000151.US24	
NAME OF SUBMITTER:	MONET NOEL	
SIGNATURE:	/Monet Noel/	
DATE SIGNED:	08/11/2020	
Total Attachments: 16		
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Bill of Sale

Pursuant to § 9610 of the California Uniform Commercial Code and all other applicable law, and for the consideration provided under the Winning Bid (as defined below), the receipt of which is hereby acknowledged, Ocean II PLO LLC, a California limited partnership (“**Secured Party**”) does hereby sell, transfer and deliver to Neutron Holdings, Inc. dba Lime, a Delaware corporation (“**Buyer**”), all of the right, title and interest of Boosted, Inc., a Delaware corporation (“**Debtor**”), in and to certain items of Debtor’s personal property, which are more particularly described in Exhibit “A” attached to this Bill of Sale, wherever located. Said assets shall hereinafter be referred to as the “**Purchased Assets**.” This Bill of Sale is being executed and delivered in furtherance of that certain Foreclosure Sale Agreement dated as of March 17, 2020, between Secured Party and Buyer (the “**FSA**”).

The sale transfers to Buyer all of Debtor’s right, title and interest in and to the Purchased Assets free and clear of any and all security interests of Secured Party and any security interests or liens subordinate thereto.

THE PURCHASED ASSETS ARE TRANSFERRED WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO TITLE, POSSESSION, QUIET ENJOYMENT, MERCHANTABILITY, VALUE, USEFUL LIFE, FITNESS FOR INTENDED USE, PHYSICAL CONDITION, NON-INFRINGEMENT OR SIMILAR REPRESENTATIONS AND WARRANTIES FROM, OR ON BEHALF OF, SECURED PARTY. BUYER HEREBY AGREES THAT THE PURCHASED ASSETS ARE BEING PLACED AT BUYER’S DISPOSAL IN “AS IS” AND “WHERE IS” CONDITION.

Buyer acknowledges that it has not relied upon any representations of Secured Party, except as may specifically be provided herein or in the FSA, and that it has examined the validity, quantity, quality and value of the Purchased Assets and has accepted the same without recourse to Secured Party and Secured Party disclaims any representation or warranty that particular property described on Exhibit “A” exists, in whole or in part, or is in a form usable to Buyer.

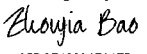
IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR SIMILAR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, CLAIMS FOR SERVICE INTERRUPTION AND CLAIMS FOR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH BUYER’S OR ANY OTHER PARTY’S USE, MAINTENANCE OR OPERATION OF ANY OF THE PURCHASED ASSETS, IRRESPECTIVE OF THE CAUSE OF ACTION OR THEORY UPON WHICH LIABILITY FOR SUCH DAMAGES MIGHT BE ALLEGED, INCLUDING BUT NOT LIMITED TO, INFRINGEMENT, MISAPPROPRIATION, NEGLIGENCE, OR OTHER TORT, BREACH OF CONTRACT OR WARRANTY (EXPRESS OR IMPLIED), STRICT LIABILITY OR OTHERWISE, WHETHER AT LAW, IN EQUITY OR OTHERWISE, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM FOR DAMAGES. EXCEPT IN THE EVENT OF FRAUD BY BUYER, BUYER’S TOTAL LIABILITY HEREUNDER AND UNDER THE FSA SHALL BE THE PAYMENT OF THE WINNING BID AS REQUIRED PURSUANT TO SECTION 2 THEREOF. EXCEPT IN THE EVENT OF FRAUD BY SECURED PARTY, IN NO EVENT SHALL SECURED PARTY’S TOTAL LIABILITY HEREUNDER AND UNDER THE FSA EXCEED THE AMOUNT OF THE PURCHASE PRICE ACTUALLY PAID BY BUYER TO SECURED PARTY PURSUANT TO SECTION 2 OF THE FSA. EXCEPT IN THE EVENT OF FRAUD BY A PARTY HERETO OR TO THE FSA, SECURED PARTY AND BUYER AGREE THAT THE PROVISIONS HEREOF AND OF THE FSA AND THE INDEMNIFICATION AGREEMENT BY AND BETWEEN SECURED PARTY AND BUYER DATED AS OF THE DATE HEREOF SHALL CONSTITUTE THE EXCLUSIVE REMEDY AVAILABLE TO SECURED PARTY AND BUYER FOR DAMAGES. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION HEREUNDER AND UNDER THE FSA.

As between Secured Party and Buyer only, in addition to all the consideration paid hereunder, Buyer shall be liable for all sales, use, withholding, excise, stamp, documentary, filing, recording, transfer or similar fees or taxes and shall hold Secured Party harmless from any cost relating thereto. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Bill of Sale by facsimile or other means of electronic transmission shall be effective as delivery of a manually executed counterpart thereof and shall be deemed an original signature for all purposes.

All aspects of this Bill of Sale, including construction, validity and performance of this Bill of Sale, shall be governed by, and construed and enforced in accordance with, the laws of the State of California as provided in the FSA.

Buyer:

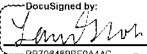
Neutron Holdings, Inc.

DocuSigned by:

95DG742904F04FB...
By: Zhoujia Bao
Title: Chief Executive Officer

Secured Party:

Ocean II PLO, LLC,
a California limited liability company

By: Structural Capital Management Company II, LP,
a Delaware limited partnership
its Manager

By: 
Name: Lawrence Gross
Title: General Partner

[Signature page to Bill of Sale]

**Exhibit A
To
Bill of Sale**

The term “**Purchased Assets**” means all right, title and interest of Debtor in and to the following items of personal property in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached:

- (a) all Equipment;
- (b) all Fixtures;
- (c) all General Intangibles, including Intellectual Property and Commercial Tort Claims;
- (d) all other Goods and personal property of Debtor, whether tangible or intangible and whether now or hereafter owned or existing, leased, consigned by or to, or acquired by, Debtor and wherever located;
- (e) all Records; and
- (f) all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing.

Notwithstanding the foregoing, the term “Purchased Assets” shall not include the Excluded Assets.

Capitalized terms used in this Exhibit “A” are defined as follows:

“**Copyright License**” means any written agreement granting any right to use any Copyright or Copyright registration in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

“**Copyrights**” means all of the following in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached: (i) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; (ii) all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (iii) all continuations, renewals or extensions thereof; and (iv) any registrations to be issued under any pending applications.

“**Documents**” means any “documents,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached, but excluding any Excluded Property.

“**Domain Names and Websites**” means all domain names websites owned by or registered to Debtor as of the date of the Bill of Sale to which this Exhibit is attached, including without limitation the following:

bestelectricboard.com	boostedplus.com	inboard.jp
booboosted.com	boostedscooter.co	lovegettingthere.com
boosted-recordings.com	boostedscooter.in	noizymotorz.com
boosted.fun	boostedscooter.jp	reinventyourcommute.com
boosted.mx	boostedscooter.mx	riptide.jp
boosted.world	boostedscooters.co	swagtron.jp
boostedboardkick.com	boostedscooters.in	uscooter.co
boostedboards.in	boostedscooters.jp	uscooter.jp
boostedboards.jp	boostedscooters.mx	boosted-app.com
boostedboards.mx	boostedscout.com	boostedboard.com
boostedboardscout.com	boostedstealth.com	boosted-boards.com
boostedboardskick.com	boostedsucks.com	boostedboards.com
boostedboardwhip.com	boostedvehicle.com	boostedboards.com.de
boosteddual.com	boostedwhip.com	boostedboards.co.uk
boosteddev.com	commutedifferent.com	boostedboards.reviews
boostedfamily.com	electricshortboard.com	boostedboards.us
boostedimpulse.com	evolveskateboard.co	boosted-db.com
boostedkick.com	evolveskateboard.jp	boostedmotors.com
boostedkooks.com	goboosted.com	boostedrecordings.com

“**Equipment**” means any “equipment” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached, wherever located, together with all attachments, components, parts and equipment and accessories installed thereon or affixed thereto, but excluding any Excluded Property.

“Excluded Assets” shall mean the following items of personal property in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached: (a) all cash, cash equivalents, Receivables, Deposit Accounts, Investment Property, securities accounts and uncashed checks; (b) all Inventory; (c) any right that Debtor has with respect to tax refunds, tariff refunds, claims for tax or tariff refunds and tax attributes; (d) any right that Debtor has with respect to cash deposits securing Debtor’s obligations to third parties, including cash deposits made in connection with insurance policies and claims for refunds thereof; (e) one (1) 2016 Ford Transit automobile, VIN: 1FMZK1YM0GKA73992; (f) any contracts of insurance and any rights of Seller as an additional insured or loss payee on any insurance contract obtained by Debtor relating to the property described in sections (a)-(e), above; (g) a license to use Trademarks and Domain Names in completing production of, advertising for sale, selling, collecting and realizing on any property described in sections (a)-(f), above, which license may be assigned or sublicensed; and (h) books and records that relate to the property described in sections (a)-(g), above, and any Equipment on which such books and records is located.

“Fixtures” means any “fixtures,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

“General Intangibles” means any “general intangibles,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached and, in any event, shall include, without limitation, all right, title and interest that Debtor may now or hereafter have in or under any contract, all customer lists, Copyrights, Patents and all applications therefor and reissues, extensions, or renewals thereof, other rights to Intellectual Property, interests in partnerships, joint ventures and other business associations, Licenses, permits, trade secrets, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, recipes, experience, processes, models, drawings, materials and records, goodwill, and rights to sue for past, present and future infringement of Copyrights and Patents, but excluding any Excluded Property.

“Goods” means any “goods,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached, but excluding any Excluded Property.

“Instruments” means any “instrument,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

“Intellectual Property” means all Debtor’s Copyrights, Patents, Licenses, trade secrets, source codes, customer lists, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, skill, expertise, experience, processes, models, drawings, materials, records and goodwill associated with the foregoing, in each case, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached, but excluding any Excluded Property.

“Inventory” means any “inventory,” as such term is defined in the UCC, wherever located, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached, and, in any event, shall include, without limitation, all inventory, goods and other personal property that are held by or on behalf of Debtor for sale or lease or are furnished or are to be furnished under a contract of service or that constitute raw materials, work in process or materials used or consumed or to be used or consumed in Debtor’s business, or the processing, packaging, promotion, delivery or shipping of the same, and all finished goods, whether or not the same is in transit or in the constructive, actual or exclusive possession of Debtor or is held by others for Debtor’s account, including, without limitation, all goods covered by purchase orders and contracts with suppliers and all goods billed and held by suppliers and all such property that may be in the possession or custody of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents or other persons.

“Investment Property” means any “investment property,” as such term is defined in the UCC, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest.

“Letter of Credit Rights” means any “letter of credit rights,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached, including any right to payment under any letter of credit.

“License” means any Copyright License, Patent License, Trademark License or other license of rights or interests in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached and any renewals or extensions thereof.

“Patent License” means any written agreement granting any right with respect to any invention on which a Patent is in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

“Patents” means all of the following property in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached: (a) all letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (b) all reissues, continuations, continuations-in-part or extensions thereof; (c) all petty patents, divisionals, and patents of addition; and (d) all patents to be issued under any such applications.

“Person” means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, other entity or government (whether federal, state, county, city, municipal, local, foreign, or otherwise, including any instrumentality, division, agency, body, or department thereof).

“Proceeds” means “proceeds,” as such term is defined in the UCC in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

“Receivables” means all of Debtor’s Accounts, Instruments, Documents, Chattel Paper, Supporting Obligations, and letters of credit and Letter of Credit Rights in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

“Records” means all Debtor’s computer programs, software, hardware, source codes and data processing information, all written documents, books, invoices, ledger sheets, financial information and statements, and all other writings concerning Debtor’s business, in each case, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached, but excluding any Excluded Property.

“Supporting Obligations” means any “supporting obligations,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

“Trademark License” means any written agreement granting any right to use any Trademark or Trademark registration in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

“Trademarks” means all of the following property in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached: (a) all trademarks, tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof and (b) reissues, extensions or renewals thereof.

“UCC” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of California; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, Seller’s lien on any of the Transferred Assets is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of California, the term “UCC” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions. Unless otherwise defined herein, terms that are defined in the UCC and used herein shall have the meanings given to them in the UCC.

FORECLOSURE SALE AGREEMENT

This Foreclosure Sale Agreement (the "**Agreement**") is made and entered into as of March 17, 2020, by and among Ocean II PLO LLC, a California limited liability company ("**Secured Party**"), and Neutron Holdings, Inc. dba Lime, a Delaware corporation ("**Buyer**" and together with the Debtor, the "**Parties**" and individually, a "**Party**").

RECITALS

A. Boosted, Inc., a Delaware corporation ("**Debtor**") executed that certain Loan and Security Agreement dated as of May 6, 2019 with Secured Party and various lenders party thereto ("**Lenders**"), as such agreement has been amended from time to time (the "**Credit Agreement**"), under which, among other things, the Secured Party was granted a first priority continuing security interest for itself and for the benefit of Lenders in all assets of the Debtor (the "**Collateral**").

B. On May 6, 2019, Secured Party perfected its security interest in the Collateral by filing a UCC-1 financing statement with the Delaware Secretary of State, bearing filing number 20193144743, as amended from time to time.

C. Debtor executed that certain Secured Note Purchase Agreement dated as of October 21, 2019 with Khosla Ventures (CF) IV, L.P., Khosla Ventures IV, L.P. and Activate Capital Partners, L.P. (collectively, the "**October Lenders**"), as such agreement has been amended from time to time (the "**October Loan**").

D. Debtor executed that certain Secured Note Purchase Agreement dated as of February 13, 2020, with Khosla Ventures (CF) IV and L.P., Khosla Ventures IV, L.P. (collectively, the "**February Lenders**"), as such agreement has been amended from time to time (the "**February Loan**").

E. On October 21, 2019, Secured Party, Lenders and October Lenders entered into that certain Intercreditor Agreement, as such agreement was amended and restated as of February 13, 2020 (the "**ICA**"), which establishes a priority of the security interests of Secured Party, the October Lenders and the February Lenders, and authorizes Secured Party to conduct a foreclosure sale of the Collateral.

F. On March 4, 2020, Secured Creditor Lender delivered by email, and on March 5, 2020, Secured Creditor deposited in overnight mail, a Notice of Disposition (the "**Notice of Sale**") to the Debtor and all other persons in accordance with Section 9-611 of the California Uniform Commercial Code (the "**UCC**"). By the Notice of Sale, the Secured Creditor informed the Debtor and the other parties that the Secured Creditor would conduct a foreclosure sale for the Collateral pursuant to Article 9 of the UCC (the "**Foreclosure Sale**"). The Notice of Sale was also published in San Francisco Business Time and the Silicon Valley Business Journal on March 6, 2020.

G. On March 17, 2020, Secured Creditor conducted the Foreclosure Sale. Present at the Foreclosure Sale were the Lender, Buyer and other persons.

H. At the Foreclosure Sale, the Buyer submitted, and Secured Creditor accepted, a winning bid (the "**Winning Bid**") in the form of [REDACTED] for all the Collateral listed on Exhibit A, hereto (the "**Purchased Assets**").

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration as described herein, the Buyer and Secured Party agree as follows:

1. **Incorporation of Recitals.** All of the statements contained in the Recitals above are an integral part of this Agreement, are being relied upon by Buyer in purchasing, and Secured Party in selling, the Purchased Assets pursuant to this Agreement, and are hereby incorporated herein by reference.

2. **Purchase and Sale of Assets.** Secured Creditor sold to Buyer the Purchased Assets pursuant to the authority granted to Secured Creditor pursuant to Section 9611 of the UCC pursuant to a public disposition, pursuant to which in consideration of the Winning Bid, sold, transferred, assigned, conveyed and granted to Buyer all right, title and interest in and to the Purchased Assets, free and clear of all liens, claims or encumbrances, including without limitation, pursuant to Section 9-611 of the UCC, the perfected security interests of Secured Party, the October Lenders and the February Lenders. If the consideration underlying the Winning Bid is not delivered concurrently with the execution of this Agreement, unless Secured Creditor otherwise agrees in writing to accept delivery of the Winning

Bid at some other time, Secured Party may either (i) pursue payment of the Winning Bid from Buyer, or (ii) declare void the sale, transfer, assignment, conveyance and grant of the Purchased Assets to Buyer and sell, transfer, assign, convey and grant the Purchased Assets to another party without any liability whatsoever to Buyer, and may recover all of Secured Party's costs and expenses, including reasonable attorneys' fees, is so doing. Upon receipt of the consideration underlying the Winning Bid, Secured Party will deliver to Buyer the executed Bill of Sale in the form attached hereto as Exhibit B. The sale, transfer, assignment, conveyance and grant of the Purchased Assets to Buyer hereunder is being made pursuant to Section 9610 of the UCC and constitutes a "disposition" under the UCC. Buyer constitutes and has the rights of a "transferee" under the provisions of the UCC, including without limitation, the provisions of Section 9617 of the UCC.

3. **Post-Closing Contract Selection.** On the date that is fourteen (14) days after the date hereof, or such later date as Secured Party and Buyer shall agree in writing, Buyer shall provide to Secured Party a reasonably detailed list of contracts and agreements entered into by Debtor with third parties that Buyer desires to include in the Purchased Assets and elects to accept as assignee and assume the associated obligations and liabilities. Secured Party makes no representations or warranties whether such contracts and agreements may be assigned and assumed by Buyer. All other contracts and agreements entered into by the Debtor that would otherwise have been included in the Purchased Assets shall be deemed not to be included in the Purchased Assets, which agreements and contracts shall remain property of Debtor.

4. **No Representations or Warranties.** The sale, transfer, assignment, conveyance and grant of the Purchased Assets to Buyer was made "as is", "where is", and without recourse, and without representations or warranties of any kind, express or implied, including, without limitation, any warranties as to title, possession, quiet enjoyment, merchantability, value, useful life, fitness for intended use, physical condition, non-infringement, or similar representations and warranties. Moreover, Secured Party made no, and makes no, representations or warranties and has no liability whatsoever with regard to the operation, performance, nonperformance, quality, availability, completeness, validity, or accuracy of any of the Purchased Assets or the delay, error, or interruption of the flow of information in connection with use of any of the foregoing.

5. **No Assumption of Obligations or other Liabilities.** In no event shall Buyer be deemed to have assumed, did not assume pursuant to the Foreclosure Sale, and does not hereby assume, any obligations or liabilities of Debtor, except for contractual obligations of Debtor expressly assumed by Buyer as provided in Section 3 above.

6. **CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER**

a. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW, EACH OF BUYER AND SECURED PARTY HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF CALIFORNIA.

b. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.**

c. WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY, if the above waiver of the right to a trial by jury is not enforceable, the Parties hereto agree that any and all disputes or controversies of any nature between them arising at any time shall be decided by a reference to a private judge, mutually selected by the Parties (or, if they cannot agree, by the Presiding Judge of the Santa Clara County, California Superior Court) appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts), sitting without a jury, in Santa Clara County, California; and the Parties hereby submit to the jurisdiction of such court. The reference proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure §§ 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a Party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such Party may apply to the Santa Clara County, California Superior Court for such relief. The proceeding before the private judge shall be conducted in the same manner as it would be

before a court under the rules of evidence applicable to judicial proceedings. The Parties shall be entitled to discovery which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and order applicable to judicial proceedings in the same manner as a trial court judge. The Parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to the California Code of Civil Procedure § 644(a). Nothing in this paragraph shall limit the right of any Party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.

7. **Assignment.** This Agreement (and the rights and obligations of any Party hereunder) shall not be assignable by any Party hereto without the prior written consent of Secured Party and Buyer. This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto and their successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or entity other than the Parties any right, remedy or claim.

8. **Notices.** Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing, and shall be deemed given when personally delivered to a party set forth below or when sent by email, or when delivered by nationally-recognized overnight delivery service, with proof of delivery, delivery charges prepaid, in any case addressed as follows:

To Secured Party: Ocean II PLO LLC
Attn: Todd Jaquez-Fissori
400 Oyster Point Blvd., Suite 229
South San Francisco, CA 94080
Email: todd@structuralcapital.com

With a copy to:

PremierCounsel, LLP
Attn: Steven Gasser
388 Market Street, Suite 1300
San Francisco, CA 94111
Email: sgasser@premiercounsel.com

To Purchaser: Neutron Holdings, Inc.
85 2nd Street, First Floor
San Francisco, CA 94105
Attn: General Counsel
Email: legal@li.me

9. **Severability.** Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

10. **Transfer Taxes.** Buyer shall be responsible for the payment of all sales, use, withholding, value-added, gross receipts, excise, registration, stamp, duty, transfer and other similar taxes or governmental fees relating to the transfer of the Purchased Assets contemplated by this Agreement. On the date hereof, or at such later time as agreed by Secured Party, Buyer shall remit to Secured Party any sales tax due as a result of the transactions contemplated by this Agreement, whereupon, Secured Party hereby agrees to file all necessary documents with respect to such amounts in a timely manner.

11. **Construction of Agreement.** The Parties mutually acknowledge that they and their attorneys have participated in the preparation and negotiation of this Agreement. In cases of uncertainty this Agreement shall be construed without regard to which of the Parties caused the uncertainty to exist. Section captions used in this Agreement are for convenience only, and so not affect the construction of this Agreement.

12. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, including counterparts transmitted by facsimile or other means of electronic transmission, and by different Parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement.

13. **Entire Agreement; Amendments.** This Agreement, the documents delivered pursuant hereto and that certain Indemnification Agreement by and between Secured Party and Buyer dated as of the date hereof contain the entire understanding of Buyer and Secured Party with regard to the subject matter contained herein or therein, and supersede all other prior representations, warranties, agreements, understandings or letters of intent between or among any of the Parties hereto. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of Buyer and Secured Party.

[remainder of page left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of March 17, 2020.

Buyer:

Neutron Holdings, Inc.

DocuSigned by:



By: Zhoujia Bao

Title: Chief Executive Officer

Secured Party:

Ocean II PLO, LLC,

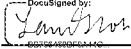
a California limited liability company

By: Structural Capital Management Company II, LP,

a Delaware limited partnership

its Manager

By:



Name: Lawrence Gross

Title: General Partner

Exhibit A
Purchased Assets

The term “**Purchased Assets**” is defined on Exhibit A to the Bill of Sale attached as Exhibit B to this Agreement.

Exhibit B Bill of Sale

Pursuant to § 9610 of the California Uniform Commercial Code and all other applicable law, and for the consideration provided under the Winning Bid (as defined below), the receipt of which is hereby acknowledged, Ocean II PLO LLC, a California limited partnership ("**Secured Party**") does hereby sell, transfer and deliver to Neutron Holdings, Inc., a Delaware corporation ("**Buyer**"), all of the right, title and interest of Boosted, Inc., a Delaware corporation ("**Debtor**"), in and to certain items of Debtor's personal property, which are more particularly described in Exhibit "A" attached to this Bill of Sale, wherever located. Said assets shall hereinafter be referred to as the "**Purchased Assets**." This Bill of Sale is being executed and delivered in furtherance of that certain Foreclosure Sale Agreement dated as of March 17, 2020, between Secured Party and Buyer (the "**FSA**").

The sale transfers to Buyer all of Debtor's right, title and interest in and to the Purchased Assets free and clear of any and all security interests of Secured Party and any security interests or liens subordinate thereto.

THE PURCHASED ASSETS ARE TRANSFERRED WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO TITLE, POSSESSION, QUIET ENJOYMENT, MERCHANTABILITY, VALUE, USEFUL LIFE, FITNESS FOR INTENDED USE, PHYSICAL CONDITION, NON-INFRINGEMENT OR SIMILAR REPRESENTATIONS AND WARRANTIES FROM, OR ON BEHALF OF, SECURED PARTY. BUYER HEREBY AGREES THAT THE PURCHASED ASSETS ARE BEING PLACED AT BUYER'S DISPOSAL IN "AS IS" AND "WHERE IS" CONDITION.

Buyer acknowledges that it has not relied upon any representations of Secured Party, except as may specifically be provided herein or in the FSA, and that it has examined the validity, quantity, quality and value of the Purchased Assets and has accepted the same without recourse to Secured Party and Secured Party disclaims any representation or warranty that particular property described on Exhibit "A" exists, in whole or in part, or is in a form usable to Buyer.

IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR SIMILAR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, CLAIMS FOR SERVICE INTERRUPTION AND CLAIMS FOR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH BUYER'S OR ANY OTHER PARTY'S USE, MAINTENANCE OR OPERATION OF ANY OF THE PURCHASED ASSETS, IRRESPECTIVE OF THE CAUSE OF ACTION OR THEORY UPON WHICH LIABILITY FOR SUCH DAMAGES MIGHT BE ALLEGED, INCLUDING BUT NOT LIMITED TO, INFRINGEMENT, MISAPPROPRIATION, NEGLIGENCE, OR OTHER TORT, BREACH OF CONTRACT OR WARRANTY (EXPRESS OR IMPLIED), STRICT LIABILITY OR OTHERWISE, WHETHER AT LAW, IN EQUITY OR OTHERWISE, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM FOR DAMAGES. EXCEPT IN THE EVENT OF FRAUD BY BUYER, BUYER'S TOTAL LIABILITY HEREUNDER AND UNDER THE FSA SHALL BE THE PAYMENT OF THE WINNING BID AS REQUIRED PURSUANT TO SECTION 2 THEREOF. EXCEPT IN THE EVENT OF FRAUD BY SECURED PARTY, IN NO EVENT SHALL SECURED PARTY'S TOTAL LIABILITY HEREUNDER AND UNDER THE FSA EXCEED THE AMOUNT OF THE PURCHASE PRICE ACTUALLY PAID BY BUYER TO SECURED PARTY PURSUANT TO SECTION 2 OF THE FSA. EXCEPT IN THE EVENT OF FRAUD BY A PARTY HERETO OR TO THE FSA, SECURED PARTY AND BUYER AGREE THAT THE PROVISIONS HEREOF AND OF THE FSA AND THE INDEMNIFICATION AGREEMENT BY AND BETWEEN SECURED PARTY AND BUYER DATED AS OF THE DATE HEREOF SHALL CONSTITUTE THE EXCLUSIVE REMEDY AVAILABLE TO SECURED PARTY AND BUYER FOR DAMAGES. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION HEREUNDER AND UNDER THE FSA.

As between Secured Party and Buyer only, in addition to all the consideration paid hereunder, Buyer shall be liable for all sales, use, withholding, excise, stamp, documentary, filing, recording, transfer or similar fees or taxes and shall hold Secured Party harmless from any cost relating thereto. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Bill of Sale by facsimile or other means of electronic transmission shall be effective as delivery of a manually executed counterpart thereof and shall be deemed an original signature for all purposes.

All aspects of this Bill of Sale, including construction, validity and performance of this Bill of Sale, shall be governed by, and construed and enforced in accordance with, the laws of the State of California as provided in the FSA.

Buyer:

Neutron Holdings, Inc.

By: Zhoujia Bao
Title: Chief Executive Officer

Secured Party:

Ocean II PLO, LLC,
a California limited liability company

By: Structural Capital Management Company II, LP,
a Delaware limited partnership
its Manager

By: _____
Name: Lawrence Gross
Title: General Partner

[Signature page to Bill of Sale]

**Exhibit A
To
Bill of Sale**

The term “**Purchased Assets**” means all right, title and interest of Debtor in and to the following items of personal property in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached:

- (a) all Equipment;
- (b) all Fixtures;
- (c) all General Intangibles, including Intellectual Property and Commercial Tort Claims;
- (d) all other Goods and personal property of Debtor, whether tangible or intangible and whether now or hereafter owned or existing, leased, consigned by or to, or acquired by, Debtor and wherever located;
- (e) all Records; and
- (f) all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing.

Notwithstanding the foregoing, the term “Purchased Assets” shall not include the Excluded Assets.

Capitalized terms used in this Exhibit “A” are defined as follows:

“**Copyright License**” means any written agreement granting any right to use any Copyright or Copyright registration in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

“**Copyrights**” means all of the following in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached: (i) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; (ii) all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (iii) all continuations, renewals or extensions thereof; and (iv) any registrations to be issued under any pending applications.

“**Documents**” means any “documents,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached, but excluding any Excluded Property.

“**Domain Names and Websites**” means all domain names websites owned by or registered to Debtor as of the date of the Bill of Sale to which this Exhibit is attached, including without limitation the following:

bestelectricboard.com	boostedplus.com	inboard.jp
booboosted.com	boostedscooter.co	lovegettingthere.com
boosted-recordings.com	boostedscooter.in	noizymotorz.com
boosted.fun	boostedscooter.jp	reinventyourcommute.com
boosted.mx	boostedscooter.mx	riptide.jp
boosted.world	boostedscooters.co	swagtron.jp
boostedboardkick.com	boostedscooters.in	uscooter.co
boostedboards.in	boostedscooters.jp	uscooter.jp
boostedboards.jp	boostedscooters.mx	boosted-app.com
boostedboards.mx	boostedscout.com	boostedboard.com
boostedboardscout.com	boostedstealth.com	boosted-boards.com
boostedboardskick.com	boostedsucks.com	boostedboards.com
boostedboardwhip.com	boostedvehicle.com	boostedboards.com.de
boosteddual.com	boostedwhip.com	boostedboards.co.uk
boostedev.com	commutedifferent.com	boostedboards.reviews
boostedfamily.com	electricshortboard.com	boostedboards.us
boostedimpulse.com	evolveskateboard.co	boosted-db.com
boostedkick.com	evolveskateboard.jp	boostedmotors.com
boostedkooks.com	goboosted.com	boostedrecordings.com

“**Equipment**” means any “equipment” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached, wherever located, together with all attachments, components, parts and equipment and accessories installed thereon or affixed thereto, but excluding any Excluded Property.

“Excluded Assets” shall mean the following items of personal property in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached: (a) all cash, cash equivalents, Receivables, Deposit Accounts, Investment Property, securities accounts and uncashed checks; (b) all Inventory; (c) any right that Debtor has with respect to tax refunds, tariff refunds, claims for tax or tariff refunds and tax attributes; (d) any right that Debtor has with respect to cash deposits securing Debtor’s obligations to third parties, including cash deposits made in connection with insurance policies and claims for refunds thereof; (e) one (1) 2016 Ford Transit automobile, VIN: 1FMZK1YM0GKA73992; (f) any contracts of insurance and any rights of Seller as an additional insured or loss payee on any insurance contract obtained by Debtor relating to the property described in sections (a)-(e), above; (g) a license to use Trademarks and Domain Names in completing production of, advertising for sale, selling, collecting and realizing on any property described in sections (a)-(f), above, which license may be assigned or sublicensed; and (h) books and records that relate to the property described in sections (a)-(g), above, and any Equipment on which such books and records is located.

“Fixtures” means any “fixtures,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

“General Intangibles” means any “general intangibles,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached and, in any event, shall include, without limitation, all right, title and interest that Debtor may now or hereafter have in or under any contract, all customer lists, Copyrights, Patents and all applications therefor and reissues, extensions, or renewals thereof, other rights to Intellectual Property, interests in partnerships, joint ventures and other business associations, Licenses, permits, trade secrets, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, recipes, experience, processes, models, drawings, materials and records, goodwill, and rights to sue for past, present and future infringement of Copyrights and Patents, but excluding any Excluded Property.

“Goods” means any “goods,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached, but excluding any Excluded Property.

“Instruments” means any “instrument,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

“Intellectual Property” means all Debtor’s Copyrights, Patents, Licenses, trade secrets, source codes, customer lists, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, skill, expertise, experience, processes, models, drawings, materials, records and goodwill associated with the foregoing, in each case, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached, but excluding any Excluded Property.

“Inventory” means any “inventory,” as such term is defined in the UCC, wherever located, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached, and, in any event, shall include, without limitation, all inventory, goods and other personal property that are held by or on behalf of Debtor for sale or lease or are furnished or are to be furnished under a contract of service or that constitute raw materials, work in process or materials used or consumed or to be used or consumed in Debtor’s business, or the processing, packaging, promotion, delivery or shipping of the same, and all finished goods, whether or not the same is in transit or in the constructive, actual or exclusive possession of Debtor or is held by others for Debtor’s account, including, without limitation, all goods covered by purchase orders and contracts with suppliers and all goods billed and held by suppliers and all such property that may be in the possession or custody of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents or other persons.

“Investment Property” means any “investment property,” as such term is defined in the UCC, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest.

“Letter of Credit Rights” means any “letter of credit rights,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached, including any right to payment under any letter of credit.

“License” means any Copyright License, Patent License, Trademark License or other license of rights or interests in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached and any renewals or extensions thereof.

“Patent License” means any written agreement granting any right with respect to any invention on which a Patent is in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

“Patents” means all of the following property in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached: (a) all letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (b) all reissues, continuations, continuations-in-part or extensions thereof; (c) all petty patents, divisionals, and patents of addition; and (d) all patents to be issued under any such applications.

“Person” means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, other entity or government (whether federal, state, county, city, municipal, local, foreign, or otherwise, including any instrumentality, division, agency, body, or department thereof).

“Proceeds” means “proceeds,” as such term is defined in the UCC in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

“Receivables” means all of Debtor’s Accounts, Instruments, Documents, Chattel Paper, Supporting Obligations, and letters of credit and Letter of Credit Rights in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

“Records” means all Debtor’s computer programs, software, hardware, source codes and data processing information, all written documents, books, invoices, ledger sheets, financial information and statements, and all other writings concerning Debtor’s business, in each case, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached, but excluding any Excluded Property.

“Supporting Obligations” means any “supporting obligations,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

“Trademark License” means any written agreement granting any right to use any Trademark or Trademark registration in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

“Trademarks” means all of the following property in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached: (a) all trademarks, tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof and (b) reissues, extensions or renewals thereof.

“UCC” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of California; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, Seller’s lien on any of the Transferred Assets is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of California, the term “UCC” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions. Unless otherwise defined herein, terms that are defined in the UCC and used herein shall have the meanings given to them in the UCC.