

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6388021

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME
CONVEYING PARTY DATA	
Name	Execution Date
KMESH, INC.	01/31/2020
RECEIVING PARTY DATA	
Name:	CLOUDBRINK, INC.
Street Address:	530 LAKESIDE DRIVE
Internal Address:	SUITE 190
City:	SUNNYVALE
State/Country:	CALIFORNIA
Postal Code:	94085
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	15987316
Application Number:	16568093
Application Number:	16568099
CORRESPONDENCE DATA	
Fax Number:	(650)938-5200
<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:	6503357762
Email:	cdiez@fenwick.com
Correspondent Name:	ALAN XIANG
Address Line 1:	FENWICK & WEST LLP
Address Line 2:	801 CALIFORNIA STREET
Address Line 4:	MOUNTAIN VIEW, CALIFORNIA 94041
ATTORNEY DOCKET NUMBER:	35554-01000
NAME OF SUBMITTER:	ALAN XIANG, REG. NO. 71,089
SIGNATURE:	/Alan Xiang/
DATE SIGNED:	11/05/2020
Total Attachments: 20	
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Confidential
DLA Piper Draft 7/24/2019 – for discussion purposes only

ASSET PURCHASE AGREEMENT

between

/KMESH, INC./

as Seller,

and

CLOUDBRINK, INC.,

as Buyer

Dated as of [●], 2019

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is entered into as of / / , by and between Cloudbrink, Inc., a Delaware corporation ("**Buyer**"), and Kmesh, Inc., a Delaware corporation ("**Seller**"). Certain capitalized terms shall have the meanings ascribed to them as set forth on Exhibit A.

RECITALS

WHEREAS, Seller owns or operates all of the assets used in connection with the development, marketing and sales of products and services related to distribution of clients' data across onprem, clouds, countries, and edges conducted or proposed to be conducted by Seller (the "**Business**");

WHEREAS, Seller desires to sell and Buyer desires to purchase certain assets of Seller used to operate the Business on the terms and conditions set forth in this Agreement (the "**Transaction**");

AGREEMENT

The parties to this Agreement, intending to be legally bound, agree as follows:

ARTICLE 1

SALE OF CERTAIN ASSETS

1.1 Purchase and Sale of Assets.

(a) Purchased Assets. On the terms and subject to the conditions of this Agreement, Seller shall, at the Closing, sell, convey, assign, transfer and deliver to Buyer free and clear of all liens, and Buyer shall purchase, acquire and accept from Seller, free and clear of all liens, all of Seller's right, title and interest in, to and under the following assets (collectively, the "**Purchased Assets**");

(i) Seller's cash on hand, up to a minimum amount of \$600,000 (the "**Cash Transfer**");

(ii) all of Seller's rights in Seller's Intellectual Property and Intellectual Property Rights and all associated patents including applications, trade names, service names, trademarks and service marks;

(iii) any inbound licenses regarding or relating to any Intellectual Property;

(iv) all rights, remedies, defenses, proceedings, rights to offset, and causes of action against customers, suppliers, insurers or any other Person, whether known or unknown, of any nature relating to the foregoing, whether arising before, on or after the

Closing Date, and all rights to enforce any assignment of, license to, or confidentiality covenant with respect to, any Intellectual Property, in each case;

(v) all product documentation (including functional and technical designs), customer usage and support data, “bug” databases, and all operating records, data and other materials maintained by Seller of any kind presently in or hereafter coming into the care, custody or control of Seller (including any such records held by others on behalf of Seller);

(vi) all servers, computer equipment and other capital equipment of Seller used in the operation of the Business; and

(vii) the items set forth on Schedule 1.1(a)(vii).

(b) Excluded Assets. All assets of the Company not identified in Section 1.1(a) of this Agreement shall not be transferred to Buyer (collectively, such assets constitute the “*Excluded Assets*”).

1.2 No Assumption of Liabilities

Notwithstanding the provisions of this Agreement or of any other agreement between the parties or any schedule or exhibit hereto or thereto and regardless of any disclosure to Buyer, Buyer shall not assume, shall not take subject to and shall not be liable for, any liabilities, obligations or commitments of any kind or nature, whether absolute, contingent, accrued or unaccrued, known or unknown, of Seller or any Affiliate of any Seller or its stockholders, including, without limitation, any Tax liabilities.

1.3 Purchase Price

Subject to the terms, conditions, adjustments and set-offs contained herein, in consideration and as payment in full under this Agreement, Buyer shall pay to Seller the Purchase Price, which shall consist of the following:

(i) Hundred thousand (100,000) shares of common stock of the Buyer, par value \$1/per share, (the “*Buyer Stock*”), issuable to Seller on a fully paid up basis at the Closing; and

(ii) A promissory note from the Buyer with a principal amount that equals to the amount of Cash Transfer in the form attached hereto as Exhibit B (the “*Promissory Note*”).

1.4 Taxes

(a) Notwithstanding any Laws to the contrary, Seller shall be responsible for and shall pay any transfer Taxes (including, without limitation, sales and use taxes and other similar taxes) when due, associated with the transactions contemplated hereby, including, without limitation, the transfer of any Purchased Asset and Seller shall, at its own expense, file all necessary Tax Returns and other documentation with respect to all such transfer Taxes; provided,

that, if required by any Law, Buyer will join in the execution of any such Tax Returns and other documentation.

(b) Seller shall be responsible for and shall pay any Taxes arising or resulting from or in connection with the conduct of the Business or the ownership of the Purchased Assets attributable to the pre-Closing period. Buyer shall be responsible for and shall pay any Taxes arising or resulting from or in connection with the ownership of the Purchased Assets attributable to the post-Closing period.

ARTICLE 2

THE CLOSING

2.1 Time and Place of Closing.

The closing of the purchase and sale provided for in this Agreement (the “*Closing*”) shall occur at the offices of DLA Piper LLP (US) at 2000 University Avenue, East Palo Alto, California or virtually by the electronic exchange of documents, at 10:00 a.m. Pacific time on the date hereof or such other date as the parties may agree in writing (the “*Closing Date*”), and the effective time of the purchase and sale provided for in this Agreement shall take place at 11:59 p.m. Pacific time on the Closing Date (the “*Effective Time*”). The parties hereto agree that any party may deliver, for purposes of the Closing, electronically, certificates or other instruments required to be delivered pursuant to this Agreement.

2.2 Closing Deliveries by Seller.

At the Closing, Seller shall (i) take all steps necessary to place Buyer in actual possession and operating control of the Purchased Assets and (ii) deliver the following items, duly executed by Seller or other intended signatory or signatories, as applicable, all of which shall be in form and substance reasonably acceptable to Buyer:

(a) A General Assignment and Bill of Sale, covering the Purchased Assets in the form attached hereto as Exhibit C.

(b) An Assignment and Assumption Agreement for software licenses in the form reasonably acceptable to Buyer;

(c) An Assignment of Unregistered Intellectual Property, substantially in the form attached hereto as Exhibit D.

(d) Trademark and Patent Assignment Agreements in forms reasonably acceptable to Buyer.

(e) All acknowledgements, approvals and consents necessary to be obtained in order to consummate the sale and transfer of the Purchased Assets pursuant to this Agreement and the consummation of the other transactions contemplated hereby and by the other Transaction Documents, in form and substance reasonably satisfactory to Buyer.

(f) A certificate from the Secretary of State of the State of Delaware as to Seller's good standing and certificates as to qualification to do business as a foreign corporation from the Secretary of State of the states of Delaware and California.

(g) Evidence that Seller's cash is equal to or exceeds the amount of the Cash Transfer.

(h) Certificate of non-foreign status in compliance with Treasury Regulations Section 1.1445-2 in the form reasonably acceptable to Buyer.

2.3 Closing Deliveries by Buyer.

At the Closing, Buyer shall deliver the following items, duly executed by Buyer, all of which shall be in form and substance reasonably acceptable to Seller:

(a) The Buyer Stock and the Promissory Note, as contemplated by Section 1.3.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF SELLER

Except as otherwise indicated on the corresponding sections of the Seller Disclosure Schedule, Seller represents and warrants as of the date of this Agreement as follows:

3.1 Organization and Qualifications.

Seller is a corporation, duly formed, organized, validly existing and in good standing under the Laws of the State of Delaware, and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted. Seller is duly qualified or licensed as a foreign entity to conduct business and is in good standing in each jurisdiction where the character of the properties owned, leased or operated by Seller or the nature of its business makes such qualification or licensing necessary.

3.2 Authority; Enforceability.

Seller has all necessary power and authority to execute and deliver this Agreement and the other Transaction Documents, to perform its obligations hereunder and thereunder, and to consummate the Transaction. The execution and delivery of this Agreement and the other Transaction Documents and the consummation by Seller of the Transaction has been duly and validly authorized by all requisite action including any stockholder vote, and no other proceedings on the part of Seller are necessary to authorize this Agreement or to consummate the Transaction. This Agreement and the other Transaction Documents, as applicable, have been duly and validly executed and delivered by Seller. This Agreement and the Transaction Documents constitute the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their respective terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar Laws and equitable principles related to or limiting creditors' rights generally and by the availability of equitable remedies and defenses.

3.3 No Conflicts; Required Consents.

The execution, delivery and performance of this Agreement and the other Transaction Documents by Seller will not violate the provisions of, or constitute a breach or default, or trigger a consent or notice or any other required action under, whether upon lapse of time and/or the occurrence of any act or event or otherwise under (a) Certificate of Incorporation, bylaws or equivalent organizational documents of Seller, (b) any Law to which Seller is subject or (c) any contracts to which Seller or its Affiliates is a party.

3.4 Tax and Other Returns and Reports.

(a) Seller has timely filed all Tax Returns relating to the Business that it was required to file, and such Tax Returns are true, correct and complete in all respects. All Taxes shown to be payable on such Tax Returns or on subsequent assessments with respect thereto have been paid in full on a timely basis, and no other Taxes relating to the Business are payable by Seller with respect to any period ending prior to the date of this Agreement. Seller has withheld and paid all Taxes relating to the Business required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, member, shareholder, or other third party and all Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed. There are no liens for Taxes on the Purchased Assets, other than liens for Taxes not yet due and payable.

(b) No audit of any Tax Return relating to the Business is currently pending or threatened. No claim has ever been made by any Governmental Entity in a jurisdiction where Seller does not file Tax Returns relating to the Business. Seller has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

3.5 Title to Assets. Seller has good, valid and marketable title to the Purchased Assets, free and clear of any Encumbrances, except for liens for Taxes not yet due and payable (“*Permitted Encumbrances*”). None of the Permitted Encumbrances could reasonably be expected to materially impair the continued use and operation of the Purchased Assets. The Purchased Assets are not subject to any preemptive right, right of first refusal or other right or restriction. At the Closing, Seller shall deliver the Purchased Assets to Buyer, free and clear of any Encumbrances except for Permitted Encumbrances.

3.6 Intellectual Property.

(a) For purposes of this Agreement, the term “*Intellectual Property*” means, as necessary, used or relating to the operating of the Business, collectively, all worldwide: (i) patents (including design patents, utility models, and industrial designs) and inventions (whether patentable or not) and all continuations, divisions, continuations-in-part and invention disclosures (collectively, “*Patents*”); (ii) copyrights, copyrightable subject matter, and moral rights; (iii) trademarks, trade names, logos, slogans, domain names, and service marks; (iv) trade secrets and know-how; (v) software, computer applications, algorithms, (vi) Internet addresses, uniform resource locators (and all content contained therein, other than third party content); and (vii) copies and tangible embodiments (in whatever form or medium, including electronic media) of any of the

foregoing items or materials set forth or referenced in subsections (i) – (vi), together with all goodwill and all registrations and applications for any of the foregoing items or materials set forth or referenced in subsections (i) – (vi). For purposes of this Agreement, the term “**Intellectual Property Rights**” means collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property rights worldwide, however designated, including moral rights, personal rights and similar rights.

(b) Seller has good and valid title to, and owns all right, title and interest in and to the Intellectual Property and no other party has any rights thereto, or the Seller has valid rights to use any Intellectual Property owned by a third party, in each case as currently used in the Business or currently contemplated to be used in the Business. Seller has a license or permission to use the Intellectual Property set forth on Schedule 3.6(b)(1). Schedule 3.6(b)(2) sets forth all Intellectual Property that is registered or for which registration has been applied for in the name of Seller, both domestic and foreign, along with the jurisdiction in which each such item of Intellectual Property has been registered (or an intent to register filed or applied for) and the applicable registration, application or serial number or similar identifier (collectively, the “**Registered Intellectual Property**”), and further includes details of all due dates for further filings, maintenance and other payments or other actions falling due in respect of the Registered Intellectual Property within twelve (12) months following the Closing Date, and the current status of the corresponding registrations, filings, applications and payments, and has made available for review correct and complete copies of all other written documentation evidencing ownership and prosecution (if applicable) of any and all Registered Intellectual Property. All maintenance fees, annuities, and like fees due or payable on the Registered Intellectual Property have been timely paid. For the avoidance of doubt, such timely payment includes payment of any maintenance fees for which the fee is payable (e.g., the fee payment window opens) even if the surcharge date or final deadline for payment of such fee is on or after the Closing Date. None of the Registered Intellectual Property has ever been found invalid, unpatentable, or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding, and Seller has not received any written notice from any source suggesting that any Registered Intellectual Property may be invalid, unpatentable, or unenforceable. If any of the Patents is terminally disclaimed to another patent or patent application, all patents and patent applications subject to such terminal disclaimer are included in the Intellectual Property Rights.

(c) None of the Intellectual Property (i) infringes or misappropriates (or is reasonably likely to infringe or misappropriate) any Intellectual Property Rights of a third party, (ii) violates any right to privacy or publicity of any Person, or (iii) constitutes unfair competition or unfair trade practices under the laws of any jurisdiction where the Seller currently conducts business.

(d) All current and former employees, officers, directors, consultants, contractors, agents or representatives of Seller who contribute or have contributed to the creation or development of any Intellectual Property either (i) have been a party to a “work-for-hire” and/or other arrangement or agreements with Seller in accordance with applicable law that has accorded Seller full, effective, exclusive and original ownership of any and all such Intellectual Property thereby arising or relating thereto, or (ii) have executed written instruments in favor of Seller as assignee conveying and assigning to Seller effective and exclusive ownership and all rights, title and interest in and to any and all such Intellectual Property thereby arising or relating thereto. To

Seller's Knowledge, no current or former employee, officer, director, consultant, contractor, agent or representative of Seller has any right, moral right, claim, right to receive payment or remuneration, or interest in or with respect to any such contributions, any Intellectual Property.

(e) Seller has not transferred, sold or assigned any Intellectual Property to any of its subsidiaries.

3.7 Legal Proceedings.

No Law or Order has been enacted, entered, issued, promulgated or enforced, nor to the Knowledge of Seller, threatened, by any Governmental Entity that prohibits or restricts the Transactions contemplated by this Agreement. There is no Order or Action pending, or, to the Knowledge of Seller, threatened, against or affecting Seller with respect to the Business or the Purchased Assets or relating to the Seller's Business or properties or the consummation of the Transactions contemplated hereunder, nor is there any basis therefor.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants as of the date of this Agreement as follows:

4.1 Organization and Related Matters.

Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. Buyer has all necessary corporate power and authority to carry on its business as now being conducted. Buyer has the necessary corporate power and authority to execute, deliver and perform this Agreement and the other Transaction Documents to which it is a party.

4.2 Authorization.

The execution, delivery and performance of this Agreement and the other Transaction Documents by Buyer have been duly and validly authorized by the Board of Directors of Buyer and by all other necessary corporate action on the part of Buyer. This Agreement and the other Transaction Documents constitute the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar Laws and equitable principles relating to or limiting creditors' rights generally.

ARTICLE 5

COVENANTS

5.1 Provisions for Liabilities.

Seller covenants and undertakes that the Seller shall not liquidate, wind-up or dissolve, or otherwise distribute assets to any of its stockholders, unless and until prior thereto Seller has made

adequate provision and reserved sufficient capital for any and all Liabilities of Seller for Taxes and other Liabilities in accordance with applicable Law.

5.2 Further Assurances.

At any time and from time to time, each of the parties hereto shall take such actions and execute and deliver such documents as may be necessary to effectuate the purposes of this Agreement at the earliest practicable time.

5.3 Restrictions on Transfer.

Seller may not sell, assign, pledge, encumber, transfer or otherwise dispose of ("*Transfer*") any Buyer Stock without Buyer's consent, which may be withheld in Buyer's sole discretion; provided that Buyer shall consent to the distribution of interests in the Buyer Stock and the Promissory Note to stockholders of Seller who are accredited investors, as defined in U.S. Federal securities laws, and who agree to be bound by the obligations of Seller hereunder on a several basis.

ARTICLE 6

GENERAL

6.1 Amendments; Waivers.

This Agreement and any schedule or exhibit attached hereto may be amended only by agreement in writing of Buyer and Seller. No waiver of any provision nor consent to any exception to the terms of this Agreement or any agreement contemplated hereby shall be effective unless in writing and signed by Buyer and the Seller and then only to the specific purpose, extent and instance so provided.

6.2 Schedules; Exhibits; Integration.

Each schedule and exhibit delivered pursuant to the terms of this Agreement shall be in writing and shall constitute a part of this Agreement. This Agreement, together with such schedules and exhibits, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith.

6.3 Governing Law.

This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in such State and without regard to conflicts of law doctrines.

6.4 Submission to Jurisdiction.

Any legal suit, action or proceeding arising out of or based upon this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby may be instituted in

the federal courts of the United States of America or the courts of the state of California in each case located in the city of Palo Alto, California and county of Santa Clara, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

6.5 Successors; No Assignment.

All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by each of the parties hereto and their respective heirs, executors, successors and assigns. Neither this Agreement (nor any Transaction Document) nor any rights or obligations under any of them are assignable by Seller **without Buyer's prior written consent.**

6.6 Counterparts.

This Agreement and any amendment hereto or any other agreement (or document) delivered pursuant hereto may be executed in one or more counterparts and by different parties in separate counterparts. All of such counterparts shall constitute one and the same agreement (or other document) and shall become effective (unless otherwise therein provided) when one or more counterparts have been signed by each party and delivered to the other party.

6.7 Notices.

Any notice or other communication hereunder must be given in writing and either (a) delivered in Person, (b) transmitted by facsimile or telecommunications mechanism provided, that receipt is confirmed and any notice so given is also mailed as provided in the following clause (c), or (c) mailed by certified or registered mail, postage prepaid, return receipt requested as follows:

If to Buyer, addressed to:

Cloudbrink, Inc.
/530 Lakeside Dr Ste 190,
Sunnyvale, CA 94085/
Attention: ***[Rajan Raghavan]***

with a copy to:

DLA Piper LLP (US)
2000 University Ave
East Palo Alto, California 94043
Attention: Bradley J. Gersich
electronic mail: bradley.gersich@dlapiper.com

If to Seller, addressed to:

*[KMesh In
530 Lakeside Drive, Suite 190
Sunnyvale, CA 94085
Attention: Vic Mahadevan_]*

With a copy to (which copy shall not constitute notice):

[None_]

or to such other address or to such other Person as either party shall have last designated by such notice to the other party. Each such notice or other communication shall be effective (i) when delivered in Person, (ii) if given by telecommunication, when transmitted to the applicable number so specified in (or pursuant to) this subsection and an appropriate answerback is received, (iii) if given by mail, three (3) business days after delivery or the first attempted delivery.

6.8 Expenses.

Each of the Seller and Buyer shall pay their own expenses incident to the negotiation, preparation and performance of this Agreement and the transactions contemplated hereby, including but not limited to the fees, expenses and disbursements of its accountants and counsel and of securing third party consents and approvals required to be obtained by it.

6.9 Waiver of Jury Trial.

THE PARTIES HEREBY EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY OR AGAINST EITHER OF THEM RELATING TO THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT INVOLVES COMPLEX TRANSACTIONS AND THAT DISPUTES HEREUNDER WILL BE MORE QUICKLY AND ECONOMICALLY RESOLVED WITHOUT A TRIAL BY JURY. ACCORDINGLY, THE PARTIES AGREE, BASED ON THE ADVICE OF THEIR COUNSEL, THAT ANY DISPUTE HEREUNDER BE RESOLVED BY A JUDGE APPLYING APPLICABLE LAW.

6.10 Severability.

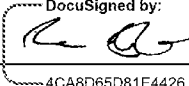
If any provision of this Agreement is determined to be invalid, illegal or unenforceable by any Governmental Entity, the remaining provisions of this Agreement shall remain in full force and effect.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

BUYER:

CLOUDBRINK, INC.

By:  DocuSigned by:
Name: 4CA8D65D81E4426... **Rajan Raghavan**
Its: _____

[Signature Page to Asset Purchase Agreement]

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

SELLER:

KMESH, INC.

DocuSigned by:
By: Vic Mahadevan
Name: 546E7135EA9840E... **Vic Mahadevan**
Its: _____

[Signature Page to Asset Purchase Agreement]

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REEL: 054292 FRAME: 0148

EXHIBIT A

CERTAIN DEFINITIONS

“Action” means any action, complaint, investigation, petition, suit or other proceeding, whether civil or criminal, in law or in equity, or before any arbitrator or Governmental Entity.

“Affiliate” means a Person that directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, a specified Person.

“Agreement” means this Agreement by and between Buyer and Seller, as amended or supplemented, together with all Exhibits and Schedules attached or incorporated by reference.

“Encumbrance” means any claim, charge, lease, covenant, easement, encumbrance, security interest, lien, option, pledge, rights of others, or restriction (whether on voting, sale, transfer, disposition or otherwise), whether imposed by agreement, understanding, law, equity or otherwise, except for any restrictions on transfer generally arising under any applicable federal or state securities law.

“Governmental Entity” means any government or any agency, bureau, board, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local (including, but not limited to, municipal, township or county), domestic or foreign.

“Knowledge of Seller” or **“Seller’s Knowledge”** means (a) the actual knowledge of any officer or director of the Seller, plus (b) what any officer or director of the Seller would be expected to know, discover or otherwise become aware of in similar circumstances and after due and diligent inquiry.

“Law” means any constitutional provision, statute or other law, rule, regulation, or interpretation of any Governmental Entity and any Order.

“Order” means any decree, injunction, judgment, order, ruling, assessment or writ by a Governmental Entity.

“Person” means an association, a corporation, an individual, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a joint stock company, a joint venture, an unincorporated organization, a trust or any other entity or organization, including a Governmental Entity.

“Purchase Price” mean the consideration to be delivered to Seller pursuant to Section 1.3, subject to the terms, conditions adjustments and set-offs in this Agreement.

“Seller Disclosure Schedule” means the Disclosure Schedules attached hereto.

“Tax” means any foreign, federal, state, county or local income, sales and use, excise, franchise, license, environmental, customs duties, social security (or similar), registration, value added, alternative or add-on minimum, estimated, real and personal property, transfer, gross receipt, stamp, natural resources, premium, windfall profit, environmental, capital stock, production, business and occupation, disability, employment, employee, payroll, license, severance or withholding Tax or charge imposed by any Governmental Entity, whether computed on a separate or consolidated, unitary, or combined basis or in any other manner, whether disputed or not, and including any obligation to indemnify or otherwise assume or succeed to the Tax liability of any other Person, including any interest and penalties (civil or criminal) related thereto or to the nonpayment thereof, and any loss in connection with the determination, settlement or litigation of any Tax liability.

“Tax Return” means a report, return, declaration, claim for refund or other information or documents (including any related or supporting schedules, statements or information) filed or required to be supplied to a Governmental Entity with respect to Taxes, and including any amendment thereof.

“Transaction Documents” means this Agreement, the General Assignment and Bill of Sale, the Unregistered Intellectual Property, Internet Domain Names, Trademark and Patent Assignments referenced herein, and all documents, agreements, instruments and certificates executed and delivered in connection with the Closing, this Agreement and the transactions contemplated hereunder, including the instruments delivered pursuant to Section 2.2.

EXHIBIT B

PROMISSORY NOTE

[To be attached.]

EXHIBIT C

GENERAL ASSIGNMENT AND BILL OF SALE

[To be attached.]

EXHIBIT D**ASSIGNMENT OF UNREGISTERED INTELLECTUAL PROPERTY****Intellectual Property**

The following property, along with the property from previous registered names of KMesh, including Cancun Systems Incorporated.

Kmesh SaaS Platform _____
 Lustre Real-time one-way Replication
 Kmesh DataSync _____
 Kmesh Lustre Caching _____

Domain Names

Domain name	Registered Since	Next Renewal	Owner
kmesh.io	Feb 2018	Feb 2020	Kmesh
cancunsystems.net	Oct 2015	Oct 2019	Kmesh

Patent Applications

TITLE	SERIAL #	FILING DATE	SUB TYPE DESCRIPTION	INVENTORS	ALLOWED DATE	PATENT NUMBER	GRANT DATE	PRIORITY DATE	PRIORITY APPLICATION NUMBER
Memory Pool Configuration for Allocating Memory in a Distributed Network	15987316	May 23, 2018	NPREG (Patent)	Kumar Narayanan, Saravanan Purushothaman, Ramanand Thattai Narayanan				May 23, 2017	62/510,162
Memorylake	62510162	May 23, 2017	ORG (Patent)	Kumar Narayanan, Saravanan Purushothaman, Ramanand Thattai Narayanan					
Data Mesh Parallel File System	62784658	Dec 24, 2018	ORG (Patent)	Michael Yoshito Nishimoto, Saravanan Purushothaman, Vinay Gaonkar, Ramanand Thattai Narayanan					
Data Mesh File System Control Using Network Devices	62830965	Apr 8, 2019	ORG (Patent)	Michael Yoshito Nishimoto, Joe Rouvier, Jeff Sesung Kim, Vinay Gaonkar, Ramanand Thattai Narayanan					
Parallel Data Synchronization and Multiple Data Semantics Data Mesh Parallel File System Caching	201941014 830	Apr 12, 2019	ORG (Patent) NPREG (Patent)					Dec 24, 2018	62/784,658 and 62/830,965
Data Mesh Parallel File System Synchronization			NPREG (Patent)					Dec 24, 2018	62/784,658 and 62/830,965

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