

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6406546

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT
RESUBMIT DOCUMENT ID:	506222850

CONVEYING PARTY DATA

Name	Execution Date
BIZZY ROBOTS, INC.	12/26/2016

RECEIVING PARTY DATA

Name:	AEOLUS ROBOTICS, INC.
Street Address:	388 MARKET STREET
Internal Address:	SUITE 1300
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94111

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16815001

CORRESPONDENCE DATA

Fax Number: (650)938-5200

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

Phone: 6503357982

Email: ldean@fenwick.com

Correspondent Name: FREDRICK TSANG

Address Line 1: FENWICK & WEST LLP

Address Line 2: 801 CALIFORNIA STREET

Address Line 4: MOUNTAIN VIEW, CALIFORNIA 94041

ATTORNEY DOCKET NUMBER:	33910-45872/US
NAME OF SUBMITTER:	FREDRICK TSANG
SIGNATURE:	/Fredrick Tsang/
DATE SIGNED:	11/18/2020

Total Attachments: 34

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CONFIRMATION OF ASSIGNMENT OF PATENT RIGHTS

This CONFIRMATION OF ASSIGNMENT of Patent Rights ("**Assignment**") is made and entered into on dates indicated below in the signature lines, by and between:

Bizzy Robots, Inc., a Delaware corporation, having a place of business at **390 Vassar Ave., Berkeley, CA 94708** ("ASSIGNOR"); and

Aeolus Robotics, a Delaware corporation, having a place of business at **100 Produce Avenue Suite F, South San Francisco, CA 94080** ("ASSIGNEE")

WHEREAS, on December 26, 2016 an Asset Purchase Agreement was executed between Assignor and Assignee. The Asset Purchase Agreement, in paragraph 2.01(a)(i) includes the sale of Intellectual Property including, but not limited to, "All worldwide common law and statutory rights in, arising out of, or associated with (A) United States and foreign patents and utility models and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and patentable inventions (whether or not reduced to practice)." Assignee wishes to CONFIRM Assignor's assignment and transfer to Assignee of all right, title and interest in and to, the patents and patent applications set forth below in the **Schedule of Patent Assets**.

SCHEDULE OF PATENT ASSETS

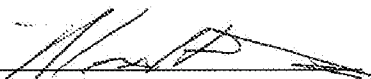
COUNTRY	APPLICATION/PATENT NUMBER	FILING DATE	TITLE
US	62/089,416	December 9, 2014	Intelligent Machine-Based Clean-Up and Decluttering of an Unstructured Environment
US	62/103,573	January 15, 2015	Cloud-Based Robotic Software with Downloadable Apps
US	62/139,172	March 27, 2015	Extensions and Applications for Robots Capable of Manipulation
US	<u>14/963,189</u>	December 8, 2015	Robotic Touch Perception
WO	PCT/IB2015/059453	December 9, 2015	Robotic Touch Perception

WHEREAS, Assignee is desirous of confirming its acquisition of all right, title, and interest in and to the Assigned Patents.

Assignee hereby acknowledges receipt of the entire right, title and interest in and to the Assigned Patent Rights.

ASSIGNEE:

Aeolus Robotics

By: 
Name: Alexander Huang
Title: President

Date 6/6/17

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of December 26, 2016, is by and between Bizzy Robots, Inc., a Delaware corporation ("Seller"), Joseph Augenbraun ("Augenbraun") and Aeolus Robotics, Inc., a Delaware corporation ("Buyer").

RECITALS

A. Seller is engaged in the business of developing hardware, software and algorithms designed to enhance the capabilities of robotic systems with, among other things, touch perception functionality (the "Business").

B. Seller desires to sell to Buyer, and Buyer desires to acquire from Seller, the Acquired Assets, all upon the terms and subject to the conditions of this Agreement.

C. As a principal owner and/or a key member of the management of Seller, Augenbraun will derive substantial benefit from the transactions contemplated by this Agreement, and, accordingly, Augenbraun desires to assume certain obligations hereunder to induce Buyer to entering into this Agreement and consummating the transactions contemplated hereby.

D. The Parties mutually desire that the entire goodwill of the Company be transferred to Buyer as part of the acquisition of the Acquired Assets and acknowledge that Buyer's failure to receive the entire goodwill contemplated by this Agreement would have the effect of reducing the value of the Acquired Assets to Buyer.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual representations, warranties, covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

DEFINITIONS

1.01 Definitions. Any capitalized term used but not otherwise defined in this Agreement has the meaning ascribed to such term in Exhibit A to this Agreement.

1.02 Interpretation. The definitions set forth or referred to in Exhibit A shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The headings to the Articles and Sections are for convenience of reference and shall not affect the meaning or interpretation of this Agreement. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". All references herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Unless the context shall otherwise require, any reference to any contract, instrument, statute, rule or regulation is a reference to it as amended and supplemented from time to time

(and, in the case of a statute, rule or regulation, to any successor provision). Any reference in this Agreement to a “day” or a number of “days” (without the explicit qualification of “Business”) shall be interpreted as a reference to a calendar day or number of calendar days. The Exhibits and Schedules hereto are hereby incorporated by reference into, and shall be deemed a part of, this Agreement; provided, however, that no Exhibit consisting of a form of agreement or instrument shall be deemed to become effective until executed and delivered by the appropriate parties.

ARTICLE 2

PURCHASE AND SALE OF ASSETS

2.01 Acquired Assets.

(a) Upon the terms and subject to the conditions of this Agreement, at the Closing, Seller shall sell, convey, assign, transfer and deliver to Buyer, free and clear of all Liens and Claims, and Buyer shall purchase, acquire and take assignment and delivery of, the following properties, assets, rights, titles and interests of Seller, as the same shall exist at the Effective Time, whether tangible or intangible, real or personal and wherever located and by whomever possessed (collectively the “Acquired Assets”), in each case, to the extent owned by Seller:

(i) Intellectual Property. All worldwide common law and statutory rights in, arising out of, or associated with: (A) United States and foreign patents and utility models and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and patentable inventions (whether or not reduced to practice); (B) trade secrets (including know-how and techniques), customer lists, supplier lists, confidential information, or proprietary information; (C) copyrights, copyrights registrations and applications therefor, and all other rights corresponding thereto throughout the world, including copyrightable works such as mask works, computer software (in source code format and object code format and including all related documentation), drawings, specifications and plans (collectively, “Copyrights”); (D) domain names and uniform resource locators; (E) industrial designs; (F) trade names (including but not limited to the name “Bizzy Robots” and all derivatives thereof), brand names, logos, trade dress, common law trademarks and service marks, trademark and service mark applications and registrations, and related goodwill; (G) databases and data collections; (H) moral and economic rights of authors and inventors, however denominated; and (I) any similar or equivalent rights to any of the foregoing (as applicable) (collectively, the “Intellectual Property Rights”); all rights to enforce the same or collect damages for the breach or violation of the same; and tangible embodiments thereof (in whatever form or medium) (collectively, “Intellectual Property”);

(ii) Receivables. All accounts receivable, payment intangibles, general intangibles, chattel paper, letters of credit, notes receivable, checks and instruments (the “Receivables”);

(iii) Inventory. Each item of inventory (collectively, the “Inventory”) of Seller, wherever located;

(iv) Goodwill. All goodwill generated by or associated with the Business since inception;

(v) Books and Records. All books, files, papers, correspondence, databases, documents, records and documentation describing any of the Acquired Assets or the Discharged Obligations, in whatever medium, including paper, electronic and otherwise, whether held by Seller or by any Third Party (the "Books and Records"), including accounting books and records of the Company (provided that Seller shall retain the right to access, keep copies of and/or use such accounting books and records as reasonably necessary to wind down Seller) but excluding general corporate books and records; and

(vi) Equipment. All tools, instruments, computers and other items of equipment used in the Ordinary Course of Business.

To the extent allowed by law, the foregoing assignment of Copyrights shall include all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent Seller retains any such Moral Rights under applicable law, Seller hereby ratifies and consents to, and agrees to provide all necessary ratifications of and consents to, any action that may be taken with respect to such Moral Rights by, or authorized by, Buyer; Seller agrees not to assert any Moral Rights with respect thereto. Seller will confirm any such ratifications, consents and agreements from time to time as requested by Buyer.

2.02 Excluded Assets. Except as forth in Section 2.01, all other assets of Seller shall be retained by Seller and are not being sold or assigned to Buyer hereunder (collectively, the "Excluded Assets").

2.03 Satisfaction and Discharge of Obligations. Promptly following the Effective Time, Seller shall pay, perform and discharge Seller's obligation to pay the amounts set forth on Exhibit B to the Persons identified on Exhibit B (the "Discharged Obligations") and provide Buyer with evidence of Seller's payment, performance and discharge of the same. Upon the date that is one hundred twenty (120) days following the Closing, Seller shall refund to Buyer the amount of any Discharged Obligation that is not paid, performed and discharged by such date, and the Purchase Price shall be correspondingly reduced by the amount of such refund.

2.04 No Liabilities Assumed. Notwithstanding anything to the contrary in this Agreement, Buyer shall not assume and shall not be in any way liable or responsible for (whether directly, indirectly, contingently or otherwise), any Liability of Seller or any other Person, whether relating to or arising out of the Business, the Excluded Assets or the Acquired Assets or otherwise (collectively, the "Excluded Liabilities").

2.05 Purchase Price. The purchase price payable by Buyer to Seller for the Acquired Assets shall consist of the following (the "Purchase Price"): (i) cancellation of all outstanding indebtedness and other obligations owing to Buyer and any of its Affiliates pursuant to that certain Convertible Promissory Note (No. 001) in the principal amount of \$1,000,000 (the "Note"), including all accrued interest thereunder, the assignment of which to Buyer the Company hereby consents, and the release of any other obligations under the Note contained in

Section 10.05(c) hereof, (ii) cash in the amount of \$250,000 which Seller hereby covenants to use solely for the purpose of paying, performing and satisfying the Discharged Obligations other than the Discharged Obligation of \$100,000 owing to Augendrahn and the Discharged Obligation of \$80,000 owing to Alexander Huang, (iii) cash in the amount of \$100,000 which Seller hereby covenants to use solely for the purpose of paying, performing and satisfying the Discharged Obligation of \$100,000 owing to Augendrahn, (iv) cash in the amount of \$80,000 which Seller hereby covenants to use solely for the purpose of paying, performing and satisfying the Discharged Obligation of \$80,000 owing to Alexander Huang and which Seller hereby authorizes and directs Buyer to pay directly to Alexander Huang, and (v) cash in the amount of \$5,000 which Seller hereby covenants to use solely for the purpose of effecting its dissolution.

2.06 **Closing.** Upon the terms and subject to the conditions of this Agreement, the closing of the transactions contemplated by this Agreement (the "Closing") shall be deemed to occur by the exchange of documents, either physically or electronically, at the offices of Morrison & Foerster LLP, 755 Page Mill Road, Palo Alto, California 94304-1018 on the date of this Agreement (the "Closing Date").

2.07 **Closing Deliveries by Seller.** At the Closing, Seller shall (a) take all steps necessary to place Buyer in actual possession and operating control of the Acquired Assets, except that the tangible Acquired Assets will be held by Seller and delivered to a location within the San Francisco Bay Area that is designated in writing by Buyer within 10 business days after Seller's receipt of such delivery instruction; (b) assist Buyer in every reasonable and proper way to evidence, record and perfect the assignment to Buyer of the Acquired Assets (including without limitation promptly performing all acts necessary to effect the re-registration of any domain names and to perfect, obtain, maintain, enforce, and defend any rights assigned); and (c) deliver to Buyer the following items, duly executed by Seller, as applicable:

(a) **General Assignment and Bill of Sale.** General Assignment and Bill of Sale, substantially in the form set forth on Exhibit C, covering all of the applicable Acquired Assets (the "General Assignment and Bill of Sale");

(b) Intentionally omitted.

(c) **Other Conveyance Instruments.** Such other specific instruments of sale, transfer, conveyance and assignment as Buyer may reasonably request to effect the transactions contemplated hereby; and

(d) **Books and Records.** The Books and Records.

2.08 **Closing Deliveries by Buyer.** Upon the Closing, (i) the Note shall be deemed to be automatically cancelled and extinguished with no further action required by any party and (ii) the \$435,000 described in clauses (ii), (iii), (iv) and (v) of Section 2.05, by wire transfer of immediately available funds to accounts designated by Seller in writing.

2.09 **Closing Deliveries by Buyer and Seller.** At the Closing, Buyer and Seller shall deliver such other certificates, instruments or documents required pursuant to the provisions of this Agreement or otherwise necessary or appropriate to transfer the Acquired Assets in accordance with the terms of this Agreement and consummate the transactions contemplated by

this Agreement, and to vest in Buyer and its successors and assigns full, complete, absolute, legal and equitable title to the Acquired Assets, free and clear of all Liens and Claims.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as of the date of this Agreement, that, except as set forth in the schedule of exceptions attached hereto as Exhibit D, the following representations and warranties are true and correct:

3.01 **Organization, Good Standing, Qualification.** Seller is a corporation duly 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 corporation to conduct business and is in good standing in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary.

3.02 **Authority; Enforceability.** Seller has all necessary corporate 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 transactions contemplated by this Agreement and the other Transaction Documents. The execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation by Seller of the transactions contemplated by this Agreement and the other Transaction Document have been duly and validly authorized by all requisite corporate action and no other corporate proceedings on the part of Seller are necessary to authorize this Agreement or the other Transaction Documents or to consummate the transactions contemplated hereby or thereby. This Agreement and the other Transaction Documents to which Seller is a party have been duly and validly executed and delivered by Seller. This Agreement and the other Transaction Documents to which Seller is a party 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.

3.03 **No Conflicts; Required Consents.** The execution, delivery and performance of this Agreement and the other Transaction Documents by Seller do not and will not, with or without notice or lapse of time:

(a) conflict with, violate or result in any breach of (i) any of the provisions of Seller's certificate of incorporation or bylaws; (ii) any of the terms or requirements of any Governmental Approval held by Seller or that otherwise relates to the Business or any of the Acquired Assets; or (iii) any provision of any contract, agreement, judgment, decree or order to which Seller is subject or by which Seller is bound;

(b) give any Governmental Authority or other Person the right to declare a default of, exercise any remedy under, accelerate the performance of, cancel, terminate, modify or

receive any payment under any contract, agreement, judgment, decree or order to which Seller is subject or by which Seller is bound; or

(c) require Seller to obtain any Governmental Approval or make or deliver any filing or notice to a Governmental Authority.

3.04 **Legal Proceedings.** Other than the claims of Buyer released pursuant to Section 10.05(c), there are no Proceedings pending or, to the Knowledge of Seller, threatened against, relating to or affecting Seller with respect to the Business or any of the Acquired Assets and there are no Orders outstanding against Seller.

3.05 **Solvency.**

(a) As of the date of this Agreement, no judgment, order or decree has been made, or petition presented, or resolution passed for the winding-up or liquidation of Seller, and there is not outstanding: any petition or judgment, order or decree for the winding up of Seller; any appointment of a receiver over the whole or part of the undertaking of assets of the Seller; any petition or order for administration of Seller; any voluntary arrangement between Seller and any of its creditors; any assignment for the benefit of Seller's creditors or similar creditor arrangement or remedy; any voluntary petition, involuntary petition or order for relief with respect to Seller under applicable law; any distress or execution or other process levied in respect of Seller which remains undischarged; or any unfulfilled or unsatisfied judgment or court order against Seller.

(b) Seller has not been deemed by any Governmental Authority to be unable to pay its debts as they come due within the meaning of applicable law.

(c) The operations of the Seller have not been terminated.

(d) No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated by this Agreement, with the intent to hinder, delay or defraud either present or future creditors of Seller.

3.06 **Title; Condition of Assets.** Seller has good and marketable title to, is the exclusive legal and equitable owner of, and has the unrestricted power and right to sell, assign and deliver, the Acquired Assets. The Acquired Assets are free and clear of all Liens and Claims. Except as may arise out of any agreements to which Buyer is a party or out of laws applicable to Buyer, upon the Closing, Buyer will acquire exclusive, good and marketable title to the Acquired Assets and no restrictions will exist on the right of Buyer to resell any of the Acquired Assets. Notwithstanding anything herein to the contrary, the representations and warranties contained in this Section 3.06, only to the extent applicable to Acquired Assets that constitute Intellectual Property, are made only to the Company's Knowledge.

3.07 **Intellectual Property.** To Seller's Knowledge, Seller's conduct of the Business does not infringe upon, misappropriate, or violate any third-party Intellectual Property Rights, and Seller has never been subject to any written charge, complaint, claim, demand, or notice alleging any such infringement, misappropriation, or violation (including any written claim that Seller must license or refrain from using any third-party Intellectual Property Rights)

as a result of its ownership of the Acquired Assets or operation of its Business. To Seller's Knowledge, no third party has infringed upon, misappropriated, or violated any Intellectual Property Rights in the Acquired Assets, except as would not reasonably be anticipated to have a material adverse effect on the Business, taken as a whole. Seller has not granted any right or interest to any Person in connection with any of the Intellectual Property Rights in the Acquired Assets. None of the Intellectual Property Rights in the Acquired Assets is subject to any pending (with any Governmental Authority) or threatened (in writing) challenge, claim or dispute.

3.08 **Liabilities.** Other than indebtedness owing pursuant to the Note and Discharged Obligations expressly set forth on Exhibit B, the Company has no debts or liabilities, including trade debt incurred in the ordinary course of business, other than Taxes that are accrued but not yet payable.

3.09 **Tax Matters.**

(a) No Governmental Authority has claimed that the Acquired Assets are subject to Tax in a jurisdiction in which the required Tax Returns have not been filed by Seller.

(b) No material issues have been raised in writing in any audits, examinations or disputes pertaining to Taxes arising from the Acquired Assets.

(c) Seller does not have any Liabilities for unpaid Taxes with respect to the Acquired Assets for which Buyer may become liable as a result of the transactions contemplated by this Agreement.

3.10 **Employee Matters.** Seller does not sponsor, participate in or contribute to and has not in the past sponsored, participated in or contributed to and has no current or contingent obligation with respect to (a) any Seller Employee Benefit Plan that is subject to Title IV of ERISA, (b) any "multiemployer plan" as defined in Section 3(37) of ERISA or any Seller Employee Benefit Plan maintained pursuant to a collective bargaining agreement, (c) any plan or arrangement that provides medical benefits, death benefits or other welfare benefits following cessation of employment, except to the extent required by Part 6 of Title I of ERISA or any similar state or foreign law, or (d) any "welfare benefit fund" within the meaning of Section 419 of the IRC. There is no organized labor strike, dispute, slowdown, lockout, work stoppage or labor strike or unfair labor practice claim pending against Seller or reasonably anticipated, or, to the Knowledge of Seller, threatened in writing with respect to Seller's employees. To the Knowledge of Seller, there are no activities or proceedings of any labor union or organization to organize any of Seller's employees. There are no actions, suits, claims, labor disputes or grievances pending, or, to the Knowledge of Seller, threatened in writing relating to any labor, safety, wage and hour, contract, tort, retaliation, discrimination or other labor and employment matters involving any of Seller's employees, including charges of unfair labor practices, discrimination complaints, or matters arising under the Worker Adjustment and Retraining Notification Act, as amended, or any similar state or foreign plant closing or mass layoff laws. Seller is not presently, nor has it been in the past, a party to, or bound by, any collective bargaining agreement or union contract, formal or informal with respect to Seller's employees

and no collective bargaining agreement is being negotiated by Seller with respect to any of Seller's employees.

3.11 **Brokers.** No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF BUYER

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

4.01 **Organization and Good Standing.** Buyer is a corporation duly 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.

4.02 **Authority.** Buyer has all necessary corporate 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 transactions contemplated by this Agreement and the other Transaction Documents. The execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation by Buyer of the transactions contemplated by this Agreement and the other Transaction Documents have been duly and validly authorized by all requisite corporate action and no other corporate proceedings on the part of Buyer are necessary to authorize this Agreement or the other Transaction Documents or to consummate the transactions contemplated hereby or thereby. This Agreement has been, and at the Closing, the other Transaction Documents will be, duly and validly executed and delivered by Buyer. This Agreement and the other Transaction Documents constitute, the legal, valid and binding obligations of Buyer, enforceable against Buyer 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.

4.03 **Availability of Funds.** Buyer has immediately available funds to pay the Purchase Price pursuant to Article 2 hereof and to consummate the transactions contemplated hereby.

4.04 **Brokers.** No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

ARTICLE 5

TAXES

5.01 **Taxes.** Any sales, use, purchase, transfer, franchise, deed, fixed asset, stamp, documentary stamp, use or other Taxes and recording charges due and which may be payable by Seller by reason of the sale of the Acquired Assets under this Agreement shall be borne and timely paid by Seller, with no reimbursement by Buyer, and Seller shall prepare and timely file all Tax Returns required to be filed in connection with such payments.

ARTICLE 6

EMPLOYEES AND INDEPENDENT CONTRACTORS

6.01 **Transferred Employees and Transferred Contractors.** Buyer may have negotiated, and shall have the right, in its sole and absolute discretion, to negotiate, employment or other arrangements with such employees or independent contractors of Seller as determined by Buyer. Buyer may have offered and may offer employment to such employees or independent contractors of Seller as determined by Buyer in its sole discretion (such employees who accept such offer of employment, the "Transferred Employees" and such independent contractors who accept such offer of employment, the "Transferred Contractors") upon the terms and subject to the conditions as determined by Buyer in its sole and absolute discretion.

6.02 **Records of Transferred Employees and Transferred Contractors.** Seller shall provide promptly to Buyer, at Buyer's request and upon receiving written consent from the applicable Transferred Employee or Transferred Consultant, any information or copies of records (including, to the extent applicable, personnel records such as addresses, dates of birth, dates of hire and dependent information) relating to such Transferred Employees and such Transferred Contractors or relating to the service of such Transferred Employees and such Transferred Contractors with Seller at the Closing to the extent that providing such records is not prohibited by Law. Seller and Buyer shall each cooperate with the other and shall provide to the other such documentation, information and assistance as is reasonably necessary to effect the provisions of this ARTICLE 6.

6.03 **No Benefit to Employees or Independent Contractors of Seller Intended.** Nothing contained in this Agreement shall confer upon any employee or independent contractor of Seller prior to the Closing or any Transferred Employee or Transferred Contractor any right with respect to continuance of employment or other arrangement by Buyer or any of its Affiliates, nor shall anything herein interfere with the right of Buyer or any of its Affiliates to terminate the employment of any employee or independent contractor, including any Transferred Employee or Transferred Contractor, at any time, with or without notice and for any or no reason, or restrict Buyer or any of its Affiliates in modifying any of the terms or conditions of employment of any employee, including any Transferred Employee or Transferred Contractor, after the Closing.

ARTICLE 7

INTENTIONALLY OMITTED

ARTICLE 8

INDEMNIFICATION

8.01 **Survival of Representations and Warranties.** The representations and warranties of Seller contained in this Agreement shall survive until the twelve (12) month anniversary of the Closing Date (the “Survival Date”); *provided*, that (i) the representations and warranties of Seller contained in Section 3.07 shall survive until the thirty-six (36) month anniversary of the Closing Date and (ii) the representations and warranties of Seller contained in Sections 3.02 and 3.06 (the “Surviving Representations”) shall survive indefinitely. The representations and warranties of Buyer contained in this Agreement shall terminate at the Closing. If notice asserting a breach of a representation or warranty that survives only until the Survival Date is delivered before 5:00 p.m. local time in San Francisco, California on the Survival Date, relating to a breach of such representation or warranty that became known to Buyer on or before the Survival Date, then the claims arising in connection with such notice shall survive for the benefit of all Indemnified Parties beyond the expiration of the applicable survival period for such representation or warranty until such claim has been resolved or satisfied.

8.02 **Indemnification.**

(a) From and after the Closing and until the Survival Date, Seller and Augenbraun (collectively, the “Indemnifying Parties”) agree, jointly and severally, to indemnify and hold harmless Buyer and its affiliates and the officers, directors, employees, agents and representatives of Buyer and its affiliates (the “Indemnified Parties”), against all claims, actions, proceedings, losses, Liabilities, damages, costs, interest, awards, judgments, penalties, Taxes and expenses, including reasonable attorneys’ and consultants’ fees and expenses and including any such reasonable out-of-pocket expenses incurred in connection with investigating, defending against or settling any of the foregoing (hereinafter individually a “Loss” and collectively “Losses”) incurred or sustained by the Indemnified Parties, or any of them, directly or indirectly, in connection with or as a result of the following (the “Indemnifiable Matters”):

(i) any Excluded Liabilities; provided, however, that Augenbraun’s liability for any matter described in this Section 8.02(a)(i), when combined with any liability of Augenbraun under Section 8.02(a)(ii), shall not exceed \$100,000, in the aggregate,

(ii) any breach or inaccuracy of a representation or warranty by Seller in this Agreement; provided, however, that Augenbraun’s liability for any matter described in this Section 8.02(a)(ii) shall not exceed \$50,000 in the aggregate, or

(iii) any failure by any Indemnifying Party to perform or comply with any covenant or agreement applicable to any Indemnifying Party contained in this Agreement;

provided, however, that Seller’s liability for any matter described in this Section 8.02(a) shall not exceed the Purchase Price.

(b) For the purpose of this ARTICLE 8, when determining the amount of Losses suffered (but not whether a breach, inaccuracy or failure has occurred) by an Indemnified Party as a result of any breach, inaccuracy or failure, any representation, warranty, covenant or agreement given or made by the Company that is qualified or limited in scope as to materiality (or words of similar import), knowledge or dollar amounts shall be deemed to be made or given without such qualification or limitation.

(c) The Indemnifying Parties shall not have any right of contribution, indemnification or right of advancement from Buyer or any of their respective affiliates with respect to any Loss claimed by an Indemnified Party.

(d) Nothing in this Agreement shall limit the rights or remedies of Buyer or any other Indemnified Party in connection with fraud or with respect to specific performance, injunctive and other equitable relief.

(e) For the avoidance of doubt, this ARTICLE 8 provides for indemnification against all Losses incurred or sustained by one or more of the Indemnified Parties as a result of the Indemnifiable Matters, whether such indemnification is pursuant to a direct claim by any Indemnified Party or against Losses incurred or sustained as a result of a third party claim against any Indemnified Party.

(f) The rights and remedies of the Indemnified Parties after the Closing shall not be limited by the fact that any Indemnified Party (i) had actual or constructive knowledge of any breach, event or circumstance, whether before or after the execution and delivery of this Agreement or the Closing or (ii) waived or is deemed to have waived any condition to the Closing.

(g) The indemnification obligations contained in this Article 8 are the sole and exclusive remedy of Buyer and any other Indemnified Parties for any of the matters described in this Agreement (subject to Section 8.02(d) above and Section 10.01(d) below).

8.03 **Claims for Indemnification; Resolution of Conflicts.**

(a) **Making a Claim for Indemnification.** An Indemnified Party may seek recovery of Losses by delivering to Augenbraun a Claim Notice with respect to such claim. The date of such delivery the Claim Notice is referred to herein as the "**Claim Date**". For purposes hereof, "**Claim Notice**" shall mean a notice from an Indemnified Party: (i) stating that an Indemnified Party has paid, sustained, incurred, or accrued, or reasonably anticipates in good faith that it will have to pay, sustain, incur or accrue Losses and including, to the extent reasonably practicable, a non-binding, preliminary estimate of the amounts of such Losses and (ii) specifying in reasonable detail the individual items of Losses included in the amount so stated, the date each such item was paid, sustained, incurred, or accrued, or the basis for such anticipated Liability, and the nature of the Indemnifiable Matter to which such item is related; provided, that the Claim Notice need only specify such information to the knowledge of such Indemnified Party as of the Claim Date, shall not limit any of the rights or remedies of any Indemnified Party, and may be updated and amended from time to time by the Indemnified Party by delivering an updated or amended Claim Notice to Augenbraun; provided further that no Indemnified Party's rights and

remedies shall be prejudiced as a result of limitations on disclosure in such Claim Notice, including any updates or amendments thereto, where such limitations are made in good faith to preserve the attorney-client privilege, the work product doctrine or any other privileges.

(b) Objecting to a Claim for Indemnification.

(i) Augenbraun may object to a claim for indemnification set forth in a Claim Notice by delivering to the Indemnified Party seeking indemnification a written statement of objection to the claim made in the Claim Notice (an "Objection Notice"); provided, that, to be effective, such Objection Notice must (A) be delivered to the Indemnified Party prior to 5:00 p.m. local time in San Francisco, California on the thirtieth (30th) day following the Claim Date of the Claim Notice (such deadline, the "Objection Deadline" for such Claim Notice and the claims for indemnification contained therein) and (B) set forth in reasonable detail the nature of the objections to the claims in respect of which the objection is made.

(ii) To the extent Augenbraun does not object in writing through an Objection Notice to the claims contained in a Claim Notice prior to the Objection Deadline for such Claim Notice, such failure to so object shall be an irrevocable acknowledgment by the Indemnifying Parties that the Indemnified Party is entitled to the full amount of the claims for Losses set forth in such Claim Notice (and such entitlement shall be conclusively and irrefutably established) (any such claim, an "Unobjected Claim"). Within thirty (30) days of a claim becoming an Unobjected Claim, the Indemnifying Parties shall make the applicable payment to such Indemnified Party, subject to the terms, conditions and limitations of this ARTICLE 8.

(c) Resolution of Conflicts; Arbitration.

(i) In case Augenbraun timely delivers an Objection Notice in accordance with the provisions hereof, Augenbraun and the Indemnified Parties shall attempt in good faith to agree upon the rights of the respective parties with respect to each of such claims; provided that the Indemnified Parties may limit their disclosures to Augenbraun pursuant to good faith efforts to preserve the attorney-client privilege, the work product doctrine or any other privileges. If Augenbraun and the Indemnified Parties reach an agreement, a memorandum setting forth such agreement shall be prepared and signed by all applicable parties (any claims covered by such an agreement, "Settled Claims"). Any amounts required to be paid as a result of a Settled Claim shall be paid by the Indemnifying Parties to the Indemnified Parties pursuant to the Settled Claim within thirty (30) days of the applicable claim becoming a Settled Claim, subject to the terms, conditions and limitations of this ARTICLE 8.

(ii) If no such agreement can be reached after good faith negotiation prior to thirty (30) days after delivery of an Objection Notice, then upon the expiration of such 30-day period either Buyer or Augenbraun may demand arbitration of the matter unless the amount of the Loss that is at issue is the subject of a pending litigation with a third party or any proceeding by any Governmental Authority, in which event arbitration shall not be commenced until such amount is ascertained or both parties agree to arbitration, and in either such event the matter shall be settled by arbitration conducted pursuant to Section 11.06.

(iii) Arbitration under 11.06 shall apply to any dispute among the Indemnifying Parties and the Indemnified Parties under this ARTICLE 8.

(iv) The decision of the arbitrator or a majority of the three arbitrators, as the case may be, as to the validity and amount of any claim in such Claim Notice shall be final, binding, and conclusive upon the parties to this Agreement. Such decision shall be written and shall be supported by written findings of fact and conclusions which shall set forth the award, judgment, decree or order awarded by the arbitrator(s). Claims determined by arbitration are referred to as "Resolved Claims." Within thirty (30) days of a decision of the arbitrator(s) requiring payment by an Indemnifying Party to an Indemnified Party, such Indemnifying Party shall make the payment to such Indemnified Party, subject to the terms, conditions and limitations of this ARTICLE 8.

(d) Payable and Unresolved Claims. A "Payable Claim" shall mean a claim for indemnification of Losses under this ARTICLE 8, to the extent that such claim has not yet been satisfied by cash payment, that is (i) a Resolved Claim, (ii) a Settled Claim, or (iii) an Unobjected Claim. An "Unresolved Claim" shall mean any claim for indemnification of Losses under this ARTICLE 8 specified in any Claim Notice, to the extent that such claim is not a Payable Claim and has not been satisfied by cash payment.

8.04 Tax Treatment. Any payment under ARTICLE 8 of this Agreement shall be treated by the parties for U.S. federal, state, local and non-U.S. income Tax purposes as a purchase price adjustment unless otherwise required by applicable law.

ARTICLE 9

INTENTIONALLY OMITTED

ARTICLE 10

POST-CLOSING COVENANTS

10.01 Nonsolicitation. Buyer, Seller and Augenbraun mutually desire that the entire goodwill of the Business be transferred to Buyer as part of the Acquired Assets and acknowledge that Buyer's failure to receive the entire goodwill of the Business would have the effect of reducing the value of the Acquired Assets to Buyer. As a holder of significant equity interests in Seller, Augenbraun shall receive significant benefit from the sale of the Acquired Assets. As a condition of and inducement to Buyer to consummate the purchase of the Acquired Assets and to preserve the value of the goodwill being acquired by Buyer after the Closing, Augenbraun agrees to the restrictive covenants contained in this Section 10.01 effective at the Closing:

(a) During the two (2) year period following the Closing, Augenbraun shall not, without the prior written consent of Buyer, directly or indirectly:

(i) personally or through any other Person, encourage, induce, attempt to induce, recruit, solicit or attempt to solicit (on Augenbraun's own behalf or on behalf of any other Person), or take any other action that is intended to induce or encourage, any employee or consultant of Buyer or any affiliate of Buyer who, in either case, was an employee or consultant

of Seller at any time prior to the Closing, to leave his or her employment or service with Buyer or such affiliate of Buyer;

(b) If Augenbraun breaches any covenant set forth in this Section 10.01, the term of such covenant shall be extended by the period of the duration of such breach. The covenants contained in this Section 10.01 shall be construed as a series of separate covenants, one for each county, city or other political subdivision of the State of California. Except for geographic coverage, each such separate covenant shall be deemed identical in terms to the covenants contained in this Section 10.01. If, in any judicial proceeding, a court refuses to enforce any of such separate covenants (or any part thereof), Buyer and Augenbraun agree that such unenforceable covenant (or such part) shall be eliminated from this Agreement to the extent necessary to permit the remaining separate covenants (or portions thereof) to be enforced. If the provisions of this Section 10.01 hereof are deemed to exceed the time, geographic or scope limitations permitted by applicable law, Buyer and Augenbraun agree that such provisions shall be reformed to the maximum time, geographic or scope limitations, as the case may be, permitted by applicable law.

(c) Augenbraun acknowledges that (i) he has a substantial interest in Seller, is an officer, significant stockholder, key employee, and/or a key member of the management of Seller; (ii) the goodwill associated with the Business and Acquired Assets prior to the Closing is an integral component of the value of the Acquired Assets to Buyer and is reflected in the consideration payable by Buyer in connection with the purchase of the Acquired Assets; and (iii) Augenbraun's agreements as set forth in this Section 10.01 are necessary to preserve the value of the Acquired Assets for Buyer following the Closing. Augenbraun also acknowledges that the limitations of time, geography and scope of activity agreed to in this Section 10.01 are reasonable because, among other things: (A) Seller and Buyer are engaged in a highly competitive industry, (B) Augenbraun has had unique access to the trade secrets and know-how of Seller, including the plans and strategy (and, in particular, the competitive strategy) of Seller, (C) Augenbraun believes he is able to obtain suitable and satisfactory employment without violation of this Section 10.01, and (D) Augenbraun believes that this Section 10.01 provides no more protection than is reasonably necessary to protect Buyer's legitimate interest in the Acquired Assets, including the goodwill, trade secrets and confidential information of the Company.

(d) Buyer and Augenbraun agree that any of them may petition a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary to enforce the provisions of this Section 10.01 and without breach of Section 11.06 and without abridgement of the powers of the arbitrator under Section 11.06. Buyer and Augenbraun understand that any breach or threatened breach of this Section 10.01 shall cause irreparable injury and that money damages will not provide an adequate remedy therefor, and that any relief to which the non-breaching party may be entitled may be rendered ineffectual without injunctive relief and, accordingly, both parties hereby consent to the issuance of an injunction.

(e) The rights and remedies of Buyer under this Section 10.01 are not exclusive of or limited by any other rights or remedies that Buyer may have, whether at law, in equity, by contract or otherwise, all of which shall be cumulative (and not alternative). Without limiting

the generality of the foregoing, the rights and remedies of Buyer hereunder, and the obligations and liabilities of Augenbraun hereunder, are in addition to their respective rights, remedies, obligations and liabilities under the laws of unfair competition, misappropriation of trade secrets and the like. This Agreement does not limit Augenbraun's obligations or the rights of Buyer or any Affiliate of Buyer under the terms of any other agreement between any Augenbraun and Buyer or any Affiliate of Buyer.

10.02 **Seller's Assistance with Audit.** Subject to the occurrence of the Closing, Seller covenants and agrees that, from and after the Closing Date, Seller will use reasonable efforts to cooperate with Buyer in connection with any audit of Buyer with respect to the sales, transfer and similar Taxes imposed by the Laws of any state or political subdivision thereof, relating to the transactions contemplated by this Agreement. In furtherance hereof, Seller further covenants and agrees to promptly respond to all reasonable inquiries related to such matters and to provide, to the extent reasonably possible, substantiation of transactions and to make available and furnish appropriate documents and personnel in connection therewith.

10.03 **Limited Power of Attorney.** Subject to the occurrence of the Closing, Seller hereby irrevocably appoints, effective as of the Closing, Buyer and its successors, agents and assigns as Seller's true and lawful attorney, in Seller's name, place and stead, with power of substitution, to take any action and to execute any instrument which Buyer may deem necessary or advisable to fulfill Seller's obligations or rights under, or to accomplish the purposes of, this Agreement, including, without limitation: (a) to demand and receive any and all Acquired Assets and to make endorsements and give receipts and releases for and in respect of the same; (b) to institute, prosecute, defend, compromise and/or settle any and all Proceedings with respect to the Acquired Assets; (c) to make any filings required to transfer to Buyer any Acquired Assets; (d) to endorse and cash and/or deposit in an account of Buyer any and all checks or drafts received on account of any Receivables; and (e) in the name of Seller or otherwise, to collect all Receivables for its own account. The foregoing power of attorney is a special power of attorney coupled with an interest and is irrevocable. Seller shall promptly deliver to Buyer any cash, checks or other property that Seller may receive after the Closing in respect of any accounts, notes and credit card receivables or other asset constituting part of the Acquired Assets.

10.04 **Tax Matters.** Within forty five (45) days after the Closing Date, Buyer shall prepare and deliver to Seller a schedule setting forth a proposed allocation of the Purchase Price (and any other items that are required for federal income tax purposes to be treated as part of the purchase price) among the Acquired Assets in accordance with the requirements of Section 1060 of the IRC and consistent with Section 2.05. Seller shall, within fifteen (15) days after receipt thereof, notify Buyer in writing of any objection to such proposed allocation. In the event of any such objection, the Parties shall act in good faith to determine the appropriate allocation of the Purchase Price in accordance with the requirements of Section 1060 of the IRC and consistent with Section 2.05. If Seller does not timely notify Buyer of any such objection, the allocation proposed by Buyer pursuant to the first sentence hereof shall be the final such allocation. The final such allocation, determined pursuant to this Section 10.04 shall be the "Purchase Price Allocation". Buyer and Seller shall report and file all Tax Returns (including amended Tax Returns and claims for refund) consistent with the Purchase Price Allocation, and shall take no position contrary thereto or inconsistent therewith (including in any audits or examinations by any Governmental Authority or any other Proceeding). Buyer and Seller shall cooperate in the

filing of any forms (including Form 8594 under Section 1060 of the IRC) with respect to such Purchase Price Allocation.

10.05 **Releases.**

(a) For purposes of this Section 10.05, (i) “Claims” means any and all administrative, regulatory or judicial actions, suits, petitions, appeals, demands, demand letters, claims, liens, notices of non-compliance or violation, investigations, proceedings, consent orders or consent agreements, but excluding any and all claims, actions, suits, petitions, appeals, demands, demand letters, liens, notices of non-compliance or violation investigations, proceedings, consent orders or consent agreements regarding enforcement of this Agreement or the terms hereof and objections to claims for indemnification pursuant to Section 8.03, and (ii) “Released Liabilities” means any and all debts, liabilities and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable, including those arising under any Law, claim, action, suit, arbitration, inquiry, proceeding or investigation and those arising under any contract, lease, agreement, arrangement, commitment or undertaking.

(b) Effective upon the Closing, each of Seller and Augenbraun (collectively, the “Releasing Parties”) hereby releases Buyer and each of its officers, directors, stockholders, Affiliates, employees, predecessors, successors, heirs and assigns (collectively, the “Released Parties”) from any and all Claims, Released Liabilities and causes of action of every kind and character, whether in law or in equity, both past and present, known or unknown, which any Releasing Party has or may have or has ever had, including but not limited to Claims arising under Law, including for Claims of breach of contract, but excluding claims regarding enforcement of this Agreement, and objections to claims for indemnification pursuant to Section 8.03 (all of the foregoing collectively referred to herein as “Released Claims”). Each Released Party is an intended third party beneficiary of this Section 10.05, and as such, any Released Party may, at its option, directly enforce the terms of this Section 10.05 against Seller.

(c) Effective upon the Closing, Buyer hereby releases Seller and each of its officers, directors, stockholders, Affiliates, employees, predecessors, successors, heirs and assigns (collectively, the “Seller Released Parties”) from any and all Claims and causes of action of every kind and character, whether in law or in equity, both past and present, known or unknown, which Buyer has or may have or has ever had under the Note, including but not limited to Claims arising under Law under the Note. Each Seller Released Party is an intended third party beneficiary of this Section 10.05(c), and as such, any Seller Released Party may, at its option, directly enforce the terms of this Section 10.05(c) against Buyer

(d) Each Releasing Party represents that it has made no assignment, conveyance or transfer of any kind of any Released Claim and Buyer represents that it has made no assignment, conveyance or transfer of any kind of any Claim released by Section 10.05(c) above. Each of Seller and Buyer acknowledges and intends that this Section 10.05 shall be effective as a bar to each of the Released Claims and Claims released by Section 10.05(c), respectively, and expressly consents and agrees that the provisions of this Section 10.05 shall be given full force and effect according to each and all of its express terms and provisions, as well as those relating to any other Released Claims and Claims released by Section 10.05(c), respectively.

(d) Each of Seller and Buyer hereby agrees that it shall not make, assert, commence or maintain against any of the Released Parties or Seller Released Parties, respectively, any Released Claim or Claim released by Section 10.05(c). Each of Seller and Buyer agrees that if it violates any provision of this Section 10.05, the Releasing Parties or Buyer, as applicable, shall be jointly and severally liable to pay all costs and expenses of defending against any related or resulting suit or other proceeding incurred by the applicable Released Parties or Seller Released Parties, as applicable, including reasonable attorneys' fees.

(e) Each of Seller and Buyer expressly understands and acknowledges the possibility that unknown Claims, Liabilities or causes of action released herein may exist or that present Claims, Liabilities or causes of action may have been underestimated in amount or severity. Each of Seller and Buyer waives any and all rights and benefits conferred by the provisions of Section 1542 of the Civil Code of the State of California and any similar law of any state or territory of the United States or other jurisdiction. Each of Seller and Buyer acknowledges that it is familiar with Section 1542 of the Civil Code of California which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Each of Seller and Buyer understands and acknowledges that even if it should eventually suffer additional harm arising out of the matters released pursuant to this Section 10.05, it will not be able to make any Claim or bring any cause of action for such harm.

10.06 **Discontinuation of Use of Trade Names.** Promptly after the Closing, Seller and Augenbraun shall take all necessary action to change Seller's corporate and trade names to names bearing no resemblance to the Trade Names and shall file such documents as are necessary to reflect such name changes with the appropriate governmental authorities. Seller agrees to promptly notify Buyer of such name change and the new name chosen by it.

ARTICLE 11

MISCELLANEOUS

11.01 **Survival.** The representations and warranties contained in ARTICLE 3 and ARTICLE 4 of this Agreement and/or in any certificate or other document or instrument executed pursuant hereto shall survive the Closing in accordance with, and subject to, Section 8.01. Each of the covenants and obligations of Buyer and Seller in this Agreement and in the other Transaction Documents shall survive the Closing in accordance with their respective terms.

11.02 **Expenses.** Each Party hereto shall bear its own costs and expenses, including attorneys' fees, with respect to the transactions contemplated by this Agreement.

11.03 **Amendment.** This Agreement may not be amended, modified or supplemented except by a written instrument duly executed by each of Seller, Augenbraun and Buyer.

11.04 **Further Assurances.** Buyer and Seller each agrees (a) to furnish upon request to each other Party such further information, (b) to execute and deliver to each other Party such other documents, and (c) to do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the transactions contemplated by this Agreement.

11.05 **Notices.** Any notice, request, instruction or other document to be given hereunder by a Party hereto shall be in writing and shall be deemed to have been given, (a) when received if given in person, (b) on the date of transmission if sent by email or other wire transmission, (c) upon delivery, if delivered by a nationally known commercial courier service providing next day delivery service (such as Federal Express), or (d) upon delivery, or refusal of delivery, if deposited in the U.S. mail, certified or registered mail, return receipt requested, postage prepaid:

TO SELLER: Bizzy Robots, Inc.
OR ANY 390 Vassar Avenue
AUGENBRAUN Berkeley, CA 94708
Attn: Joseph Augenbraun
Email: joe@augenbraun.com

TO BUYER: Aelous Robotics, Inc.

Attn: David Lin
Email: david.lin@aeolusbot.com

with copies
(which shall not
constitute notice) to: Morrison & Foerster LLP
755 Page Mill Road
Palo Alto, California 94304-1018
Attn: Timothy J. Harris
Fax: (650) 251-3781
Email: tharris@mofo.com

or to such other individual or address as a Party hereto may designate for itself by notice given as herein provided.

11.06 **Resolution of Conflicts; Arbitration.** Except to the extent otherwise expressly provided in this Agreement, any claim or dispute arising out of or related to this Agreement, or the interpretation, making, performance, breach or termination thereof, shall be finally settled by binding arbitration in the County of Santa Clara, California in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitrator(s) shall have the authority to grant any equitable and legal remedies that would be available in any judicial proceeding instituted to resolve a dispute.

(a) **Selection of Arbitrators.** Such arbitration shall be conducted by a single arbitrator chosen by mutual agreement of Buyer and Augenbraun, provided that if no such mutual agreement can be reached within 30 days, the arbitration shall be conducted by three independent arbitrators, one of whom shall be selected by Buyer, one of whom shall be selected by Augenbraun and the third of whom shall be selected by the first two arbitrators.

(b) **Discovery.** In any arbitration under this Section 11.06, each party shall be limited to calling a total of three (3) witnesses both for purposes of deposition and the arbitration hearing. Subject to the foregoing limitation on the number of witnesses, the arbitrator or arbitrators, as the case may be, shall set a limited time period and establish procedures designed to reduce the cost and time for discovery while allowing the parties an opportunity, adequate in the sole judgment of the arbitrator or majority of the three arbitrators, as the case may be, to discover relevant information from the opposing parties about the subject matter of the dispute. The arbitrator, or a majority of the three arbitrators, as the case may be, shall rule upon motions to compel or limit discovery and shall have the authority to impose sanctions for discovery abuses, including attorneys' fees and costs, to the same extent as a competent court of law or equity, should the arbitrators or a majority of the three arbitrators, as the case may be, determine that discovery was sought without substantial justification or that discovery was refused or objected to without substantial justification.

(c) **Decision.** The decision of the arbitrator or a majority of the three arbitrators, as the case may be, as to any claim or dispute (including the validity and amount of any indemnification claim set forth in a Claim Notice) shall be final, binding, and conclusive upon the parties to this Agreement. Such decision shall be written and shall be supported by written findings of fact and conclusions which shall set forth the award, judgment, decree or order awarded by the arbitrator(s). Within thirty (30) days of a decision of the arbitrator(s) requiring payment by one party to another, such party shall make the payment to such other party.

(d) **Other Relief.** The parties to the arbitration may apply to a court of competent jurisdiction for a temporary restraining order, preliminary injunction or other interim or conservatory relief, as necessary, without breach of this arbitration provision and without abridgement of the powers of the arbitrator(s).

(e) **Costs and Expenses.** The parties agree that each party shall pay its own costs and expenses (including counsel fees) of any such arbitration, and each party waives its right to seek an order compelling the other party to pay its portion of its costs and expenses (including counsel fees) for any arbitration.

11.07 **Waivers.** The failure of a Party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a Party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing by Seller in the case of a waiver by Seller, or Buyer, in the case of any waiver by Buyer, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach of other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

11.08 **Counterparts and Execution.** This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.

11.09 **SUBMISSION TO JURISDICTION.** THE PARTIES HERETO HEREBY AGREE THAT ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, SUITS, AND PROCEEDINGS RELATING TO THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS SHALL BE FILED AND MAINTAINED ONLY IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA OR THE COURTS OF THE STATE OF CALIFORNIA LOCATED IN SANTA CLARA COUNTY, AND THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF SUCH COURTS.

11.10 **Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the State of California (without regard to its principles of conflicts of laws that would result in the application of the laws of any other jurisdiction to the rights and obligations of the Parties under this Agreement).

11.11 **Binding Nature; Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties hereto without prior written consent of the other Party (which shall not be unreasonably withheld or delayed); except that Buyer may assign any of its rights and obligations hereunder to any Affiliate of Buyer (whether wholly owned or otherwise) and, following the Closing, in whole or in part to any successor-in-interest to any Person acquiring all or any portion of the Acquired Assets.

11.12 **No Third Party Beneficiaries.** This Agreement is solely for the benefit of Buyer and Seller and nothing contained herein, express or implied, is intended to confer on any Person other than the Parties hereto or their successors and permitted assigns, any rights, remedies, obligations, claims, or causes of action under or by reason of this Agreement.

11.13 **No Strict Construction.** Buyer and Seller participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by Buyer and Seller and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

11.14 **Entire Understanding.** This Agreement, the other Transaction Documents and the Exhibits and Schedules (a) set forth the entire agreement and understanding of the Parties hereto in respect to the transactions contemplated by this Agreement, (b) supersede all prior agreements, arrangements and understandings relating to the subject matter hereof, and (c) are not intended to confer upon any other Person any rights or remedies hereunder, except as expressly set forth in this Agreement.

11.15 **Closing Actions.** All deliveries, payments and other transactions and documents relating to the Closing shall be interdependent, and none shall be effective unless and

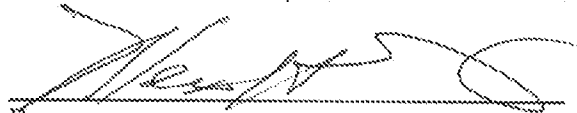
until all are effective (except to the extent that the Party hereto entitled to the benefit thereof has waived satisfaction or performance thereof as a condition precedent to the Closing).

11.16 **Conflict Between Transaction Documents.** The Parties hereto agree and acknowledge that to the extent any terms and provisions of this Agreement are in any way inconsistent with or in conflict with any term, condition or provision of any other Transaction Document, this Agreement shall govern and control.

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IN WITNESS WHEREOF, the Parties hereto have caused this Asset Purchase Agreement to be duly executed and delivered as of the date first above written.

BUYER:
AEOLUS ROBOTICS, INC.



By:
Name:
Title:

SELLER:
BIZZY ROBOTS, INC.

By: Joseph Augenbraun, Chief Executive Officer

AUGENBRAUN:

Joseph Augenbraun

Signature Page to Asset Purchase Agreement

pa-1759934


PATENT
REEL: 054397 FRAME: 0026

IN WITNESS WHEREOF, the Parties hereto have caused this Asset Purchase Agreement to be duly executed and delivered as of the date first above written.

BUYER:
AEOLUS ROBOTICS, INC.

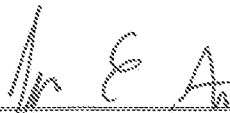
By:
Name:
Title:

SELLER:
BIZZY ROBOTS, INC.



By: Joseph Augenbraun, Chief Executive Officer

AUGENBRAUN:



Joseph Augenbraun

Signature Page to Asset Purchase Agreement

pa-1759934

PATENT
REEL: 054397 FRAME: 0027

EXHIBIT A

“Affiliate” of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where “control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities or otherwise.

“Agreement” means this Asset Purchase Agreement, including all the Schedules and Exhibits hereto, as the same may be amended, modified or waived from time to time in accordance with its terms.

“Consent” means any approval, consent, ratification, permission, waiver or authorization (including any Governmental Approval).

“Effective Time” means, unless otherwise agreed to by Buyer and Seller, 9:00 a.m. San Francisco, California time on the Closing Date.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the applicable regulations thereunder.

“Governmental Approval” means any: (a) Permit, license, certificate, concession, approval, Consent, ratification, permission, clearance, confirmation, exemption, waiver, franchise, certification, designation, rating, registration, variance, qualification, accreditation or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Law; or (b) right under any contract or agreement with any Governmental Authority.

“Governmental Authority” means any United States federal, state or local or any foreign government, governmental regulatory or administrative authority, agency or commission or any court, tribunal or judicial or arbitral body.

“IRC” means the United States Internal Revenue Code of 1986, as amended.

“Knowledge of Seller” means the knowledge of a particular fact or other matter, which Seller shall be deemed to have if (a) any executive officer of Seller is actually aware of such fact or other matter; or (b) that knowledge should have been acquired by such Person after making such due inquiry and exercising such diligence as a prudent businessperson would have made or exercised in the management of his or her business affairs, including due inquiry of those officers, directors, employees or professional advisors (including attorneys, accountants and consultants) of such Person who would reasonably be expected to have actual knowledge of the matters in question; provided, however, that the due inquiry described in this clause (b) shall not be deemed to include conducting any patent search).

“Law” means any law, statute, regulation, ruling, or Order of, administered or enforced by or on behalf of, any Governmental Authority, or common law.

“Liability” means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or

unliquidated, and whether due or to become due and regardless of when asserted), including any liability for Taxes.

“Lien” or “Liens” means any lien (statutory or otherwise), hypothecation, encumbrance, Liability, security interest, interest, mortgage, pledge, restriction, charge, instrument, license, preference, priority, security agreement, easement, covenant, encroachment, option, right of recovery, Tax (including foreign, federal, state and local Tax), Order of any Governmental Authority, of any kind or nature, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown, other than, in any case, liens granted to Buyer under the Note.

“Order” means any decree, order, injunction, rule, judgment, consent of or by any Governmental Authority.

“Ordinary Course of Business” means the operation of the Business by Seller in the usual and ordinary course in a manner substantially similar to the manner in which Seller operated, consistent with past practice prior to the date hereof.

“Parties” means Buyer, Seller and Augenbraun and “Party” means Buyer or Seller or Augenbraun as the context requires.

“Permits” means licenses, permits, approvals, certificates of occupancy, authorizations, operating permits, registrations, plans and the like.

“Person” means any corporation, partnership, joint venture, limited liability company, organization, entity, authority or natural person.

“Proceeding” means any claim, charge, complaint, dispute, demand, action, investigation, inquiry, audit, suit in equity or at Law, administrative, regulatory or quasi-judicial proceeding, arbitration, account, contribution, and/or other causes of action of whatever kind or character.

“Seller Employee Benefit Plan” means each written plan, program, policy, practice, agreement or other arrangement, that is maintained, contributed to, sponsored or provided by Seller or an ERISA Affiliate for the benefit of any current or former employees or consultants or with respect to which Seller or an ERISA Affiliate may have any Liability with respect to any current or former employees or consultants providing for compensation, bonus payments, incentive compensation, severance, retention payments, change in control payments, termination pay, pension benefits, retirement benefits, deferred compensation, performance awards, stock or stock-related awards, fringe benefits (including health or other medical, dental, vision, life, disability, sabbatical, accidental death and dismemberment or other insurance benefits), or other employee benefits or remuneration of any kind, whether written, unwritten or otherwise, funded or unfunded, including each “employee benefit plan,” within the meaning of Section 3(3) of Title I of ERISA.

“Tax” and, with correlative meaning, “Taxes” mean with respect to any Person (a) all federal, state, local, county, foreign and other taxes, assessments or other government charges, fees, imposts or levies, including any income, alternative or add-on minimum tax, estimated

gross income, gross receipts, sales, use, *ad valorem*, value added, transfer, capital stock, franchise, profits, license, registration, recording, documentary, intangibles, conveyancing, gains, withholding, backup withholding, payroll, employment, social security (or similar), unemployment, disability, excise, severance, stamp, occupation, premium, real property, personal property, inventory, unclaimed property, environmental or windfall profit tax, custom duty or other tax, or other like assessment, charge, or tax of any kind whatsoever, together with any interest, penalty, fine, addition to tax or additional amount imposed by any Governmental Authority responsible for the imposition of any such tax (domestic or foreign) whether such Tax is disputed or not, (b) Liability for the payment of any amounts of the type described in clause (a) above relating to any other Person as a result of being party to any tax sharing, tax indemnity or tax allocation agreement with such other Person, being a successor or transferee of such other Person, or being a member of the same affiliated, consolidated, combined, unitary or other group with such other Person, or (c) Liability for the payment of any amounts of the type described in clause (a) arising as a result of being (or ceasing to be) a member of any affiliated group as defined in Section 1504 of the IRC (or being included (or required to be included) in any Tax Return relating thereto).

“Tax Return” means any written or electronic report, return, declaration, certificate, claim for refund or other information or statement filed or required to be filed relating to Taxes, including any schedules or attachments thereto and any amendments thereof.

“Third Party” means any Person other than the Parties or any of their respective Affiliates.

“Transaction Documents” means this Agreement, and all other agreements, instruments, certificates and other documents to be entered into or delivered by any party in connection with the transactions contemplated by this Agreement.

“Transferred Contractors” has the meaning set forth in Section 6.01.

“Transferred Employees” has the meaning set forth in Section 6.01.

EXHIBIT B

LIST OF DISCHARGED OBLIGATIONS

Payee	Amount	Description
Axel Schumacher	Approx \$5650	Back pay incl. taxes and benefits
Theodore Enns	Approx \$10,750	Back pay incl. taxes and benefits
Theodore Enns	Approx \$2700	Employee expense reimbursement
Rohit Kalaskar	Approx \$8500	Back pay incl. taxes and benefits
Brandon Rutter-Daywater	Approx \$12,500	Back pay incl. taxes and benefits
Brandon Rutter-Daywater	Approx \$2000	Employee expense reimbursement
Carl Fatal	Approx \$11,000	Back pay incl. taxes and benefits
Dan Oblinger	Approx \$9000	Back pay incl. taxes and benefits
Joe Augenbraun	Approx \$18,500	Back pay incl. taxes and benefits
Joe Augenbraun	Approx: \$500	Employee expense reimbursement
Brian Roe	Approx \$2800	Back pay, contractor
Davide Faconte	Approx \$5550	Back pay, contractor
Connor Anderson	Approx \$10,500	Back pay and expenses, contractor
Connor Anderson	Approx \$850	Employee expense reimbursement
Adrienne Rasmussen	Approx \$11,950	Back pay, contractor
Severin Fichtl	Approx \$10,600	Back pay, contractor
Tucker Albright	Approx \$2400	Back pay, contractor
Tucker Albright	Approx \$150	Expense reimbursement
New Dawn Analytics	Approx \$35,000	Back pay, contractors
Ascenda Law	\$1470	Legal
Anthem Blue Cross	Approx \$8000	Health insurance
The Hartford	Estimate \$2000	Worker's comp insurance leveling
Webex	Approx \$1000	Telecom
George Grayson	Estimate: \$4000	Accountant, incl. final tax return
O'Melvney & Myers	Estimate: \$40,000	Corporate legal, including acquisition
Google	Approx \$200	Cloud services
Federal & State taxes	Estimate: \$8000	Sales tax, income tax
Misc	Estimate: \$1000	Bank fees, cancellation costs, etc
Allowance for unexpected	\$23,430	To be used only as needed for unexpected costs
TOTAL	\$250,000.00	

EXHIBIT C

FORM OF GENERAL ASSIGNMENT AND BILL OF SALE

This General Assignment and Bill of Sale (this "General Assignment and Bill of Sale") is being delivered pursuant to that certain Asset Purchase Agreement, dated as of December __, 2016 (the "Asset Purchase Agreement") by and between Bizzy Robots, Inc., a Delaware corporation ("Assignor"), Joseph Augenbraun and Aeolus Robotics, Inc., a Delaware corporation ("Assignee").

A. Assignor and Assignee have entered into the Asset Purchase Agreement, assigning, among other things, all right, title and interest in and to the Acquired Assets from Assignor to Assignee.

B. Any capitalized term used but not otherwise defined in this General Assignment and Bill of Sale has the meaning ascribed to such term in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the good and valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee and its successors and assigns, free and clear of all Liens and Claims, effective as of 9:00 a.m. San Francisco, California time on _____, 2016 (the "Effective Time"), all of Assignor's right, title and interest in and to all of the Acquired Assets as constituted at the Closing.


Assignor agrees (a) to furnish upon request to Assignee such further information, (b) to execute and deliver to Assignee such other documents, and (c) to do such other acts and things, all as Assignee may reasonably request for the purpose of carrying out the intent of this General Assignment and Bill of Sale and the transactions contemplated by this General Assignment and Bill of Sale.

The terms of the Asset Purchase Agreement, including but not limited to the representations, warranties, covenants and agreements relating to the Acquired Assets set forth in the Asset Purchase Agreement, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants and agreements set forth in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. To the extent any terms and provisions of this General Assignment and Bill of Sale are in any way inconsistent with or in conflict with any term, condition or provision of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and control.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Assignor has caused this General Assignment and Bill of Sale to be executed by its duly authorized representative as of the Effective Time.

ASSIGNOR:
BIZZY ROBOTS, INC.


By: Joseph Augenbraun, Chief Executive Officer

ASSIGNEE:
AEOLUS ROBOTICS, INC.

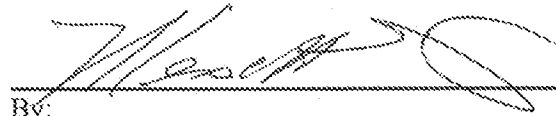
By:
Name:
Title:

IN WITNESS WHEREOF, Assignor has caused this General Assignment and Bill of Sale to be executed by its duly authorized representative as of the Effective Time.

ASSIGNOR:
BIZZY ROBOTS, INC.

By: Joseph Augenbraun, Chief Executive Officer

ASSIGNEE:
AEOLUS ROBOTICS, INC.



By:
Name:
Title:

EXHIBIT D
SCHEDULE OF EXCEPTIONS

3.06. Title; Condition of Assets

The following lists third party intellectual property contained in the Company's code repositories.

Directory: **martian/master:**

The following are configuration files derived from open-source examples from Doxygen, cmake, catkin or ROS:

- Doxyfile
- *.launch
- CMakeLists.txt
- package.xml

Directory: **execution/arbotix_ros**

3rd party with only minor modifications by Bizzy

Directory: **execution/rosserial**

3rd party with only minor modifications by Bizzy

Directory: **execution/sketchbook**

3rd party except DXL_read_write_trial, ROS_sketch and message_test which are largely written by Bizzy

Directories: **execution/widowx_description** and **execution/widowx_moveit_config**

3rd party (from ROS) configuration directories heavily customized by Bizzy

Directory: **open_source_tool**

Mostly 3rd party, although **open_souce_tool/trac_ik** has substantial Martian work, and **open_source_tool/octomap_server** also has substantial additions

Directory: **planning/planner/src/hrl_geom**

3rd party with only minor modifications by Bizzy

Directory: **planning/planner/src/pykdl_utils**

3rd party with only minor modifications by Bizzy

Directory: **satellites/src/FreeRTOS**

3rd party with only minor modifications by Bizzy

Directory: **satellites/src/libopencm3**

3rd party with only minor modifications by Bizzy

Directory: `satellites/src/libopenm3_missing`
3rd party with significant Martian modifications

Directory: `vision/cpp/PCD_to_OctoMap`
Written by Martian, but " Based on Code From: http://alufr-ros-pkg.googlecode.com/svn/branches/octomap_mapping_color/octomap_server/src/color_octomap_from_pcd.cpp by Kai M. Wurm "

Directory: `vision/python/installation_docs`
3rd party with only minor modifications by Bizzy

Directory: `Open-Source-Tools/master`
Everything in this repository is third party other than:

- * `octomap-1.7.2` has some substantial Bizzy additions and changes
- * `moveit` substantial changes for compatibility with Bizzy Octomap-1.7.2
- * `pcl-pcl-1.7.2` has critical Bizzy bugfixes/compatibility changes
- * `rgbdslam_v2-indigo` has critical Bizzy bugfixes/compatibility changes

Directory: `martian/vision/cpp/camera_tf`
Entirely written by Bizzy, but there was a mistake in the package.xml file which says "GPL" for license, but Bizzy author Sean O'Reilly reports that as an error/typo (pers. comm. with Brandon Rutter-Daywater 2016-12-22)

Directory: `Open-Source-Tools` and `martian/open_source_tool`
3rd party with only minor modifications by Bizzy

Also included:
Linux and all associated packages and drivers
Device drivers supplied by hardware manufacturer, such as depth camera device driver