

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6967537

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GEORGE BOUSIS	03/09/2021
MILO TODOROVICH	03/15/2021
CHRISTOPHER J. SKINNER	03/10/2021
JOSH K. METNICK	01/21/2016
RECEIVING PARTY DATA	
Name:	RAISE MARKETPLACE, LLC
Street Address:	36 S. WABASH AVENUE, SUITE 425
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17194526
CORRESPONDENCE DATA	
Fax Number:	(888)708-9048
<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>	
Email:	ktaylor@texaspatents.com
Correspondent Name:	GARLICK & MARKISON
Address Line 1:	100 CONGRESS AVENUE, SUITE 2000
Address Line 4:	AUSTIN, TEXAS 78701
ATTORNEY DOCKET NUMBER:	RAIS00014
NAME OF SUBMITTER:	KIMBERLY DOUGLAS
SIGNATURE:	/Kimberly Douglas/
DATE SIGNED:	10/13/2021
Total Attachments: 18	
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Application No.: 17/194,526
Filing Date: 3/8/2021
Patent No.: _____
Issue Date: _____

ASSIGNMENT

WHEREAS, the undersigned inventor, hereinafter called the "Assignor", has invented a new and useful invention entitled:

INJECTING EXCHANGE ITEMS INTO AN EXCHANGE ITEM MARKETPLACE NETWORK

for which reference a full description is here made in a provisional, design or utility application for Letters Patent of the United States or under International Convention (e.g., PCT) filed herewith or that was filed with the United States Patent and Trademark Office or under an International Convention on 3/8/2021. The Assignor believes himself/herself to be an original inventor of the invention disclosed and claimed in the application for Letters Patent.

WHEREAS, the entity identified immediately below having a principal office and place of business as identified, hereinafter called the "Assignee", is desirous of acquiring the entire right, title and interest in and to said invention, the application above identified, and in, to and under Letters Patent which may be obtained for said invention, as hereinafter more fully set forth;

Raise Marketplace, LLC
36 S. Wabash Avenue, Suite 425
Chicago, IL 60603

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for valuable legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Assignee, its successors and assigns, the entire right, title and interest in and to the invention and the application herein above identified, any and all provisional patent applications from which the application claims priority, any and all design or utility applications that claim priority therefrom, and all Letters Patents that may issue for the said invention, including all divisional, reissues, reexaminations, substitutions, continuations, and extensions thereof, to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns to the full end of the term for which any and all of said Letters Patents for the said invention may issue.

FURTHER, be it known that the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Assignee, its successors and assigns, the entire foreign rights to the invention disclosed in said application, in all countries of the world, including the right to file applications and obtain patents under the terms of the International Convention. Assignor further agrees to execute any and all patent applications, assignments, affidavits, and any other papers in connection with any and all domestic and foreign patent applications identified herein or related to such identified patent applications in respective prosecution thereof and/or to perfect such patent rights.

And the Assignor does hereby covenant and agree, for himself/herself and his/her legal representatives, that he/she will assist the Assignee in the prosecution of the application herein identified; in the making and prosecution of any other applications for Letters Patent that the Assignee may elect to make covering the invention herein identified, as herein before set forth, including any application for reissue, application for reexamination, application for foreign patent rights, or any proceeding in the United

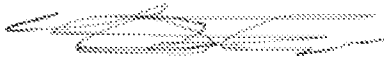
States Patent and Trademark Office affecting the invention, investing in the Assignee exclusive title in and to all such other applications and Letters Patent; and in the prosecution of any interference which may arise involving said invention, or any application or Letters Patents herein contemplated; that they will promptly execute and deliver to the Assignee any and all additional papers and make all lawful oaths which may be requested by the Assignee to fully carry out the terms of this Assignment; and further that they will communicate to Assignee, or to its successors, assigns, and legal representatives, and facts known respecting said invention, and at the expense of the Assignee, testify in any legal proceedings, and generally do everything possible to aid the Assignee, its successors, assigns and nominees to obtain and enforce proper patent protection for said invention in all countries.

The United States Patent and Trademark Office is hereby authorized and requested to issue all Letters Patent to the Assignee in accordance with the terms of the assignment.

IN TESTIMONY WHEREOF, the Assignor has hereunto set his/her hand on the date indicated below. The undersigned hereby authorizes and requests the attorneys and/or agents of record in the application above identified, and in, to and under Letters Patent which may be obtained for said invention, to insert in this assignment the filing date and serial number of said application (and/or issue date and patent number of said corresponding Letters Patent) when officially known, if applicable.

Signature of Inventor: / *George Bousis* / Date: 03/09/2021
George Bousis

Signature of Inventor: / *Milo Todorovich* / Date: 03/15/2021
Milo Todorovich

Signature of Inventor: /  / Date: 03/10/2021
Christopher J. Skinner

Signature of Inventor: / / Date: _____
Josh K. Metnick

Application No.: 15/004,690
Filing Date: 1/22/2016
Patent No.:
Issue Date:

ASSIGNMENT

WHEREAS, the undersigned inventor(s), hereinafter called the "Assignors", have invented a new and useful invention entitled:

**AUTHENTICATING AN EXCHANGE ITEM IN AN EXCHANGE ITEM
MARKETPLACE NETWORK**

for which reference a full description is here made in an application for Letters Patent of the United States filed herewith or that was filed with the United States Patent and Trademark Office on the 22nd day of January, 2016. The Assignors believe himself/herself/themselves to be the original inventor(s) of the invention disclosed and claimed in the application for Letters Patent.

WHEREAS, The entity identified immediately below having a principal office and place of business as identified, hereinafter called the "Assignee", is desirous of acquiring the entire right, title and interest in and to said invention, the application above identified, and in, to and under Letters Patent which may be obtained for said invention, as hereinafter more fully set forth;

**Raise Marketplace Inc.
11 E. Madison Street, 4th Floor
Chicago, IL 60602**

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for valuable legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer unto the Assignee, its successors and assigns, the entire right, title and interest in and to the invention and the application herein above identified, any and all provisional patent applications from which the application claims priority, and all Letters Patents that may issue for the said invention, and all divisional, reissues, substitutions, continuations, and extensions thereof, to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns to the full end of the term for which any and all of said Letters Patents for the said invention may issue.

FURTHER, be it known that the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer unto the Assignee, its successors and assigns, the entire foreign rights to the invention disclosed in said application, in all countries of the world, including the right to file applications and obtain patents under the terms of the International Convention. Assignors further agree to execute any and all patent applications, assignments, affidavits, and any other papers in connection with any and all domestic and foreign patent applications identified herein or related to such identified patent applications in respective prosecution thereof and/or to perfect such patent rights.

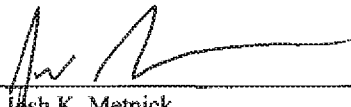
And the Assignors do hereby covenant and agree, for themselves and their legal representatives, that they will assist the Assignee in the prosecution of the application herein identified; in the making and prosecution of any other applications for Letters Patent that the Assignee may elect to make covering the invention herein identified, as herein before set forth, including any application for reissue, application for reexamination, application for foreign patent rights, or any proceeding in the United States Patent and

Trademark Office affecting the invention, investing in the Assignee exclusive title in and to all such other applications and Letters Patent; and in the prosecution of any interference which may arise involving said invention, or any application or Letters Patents herein contemplated; that they will promptly execute and deliver to the Assignee any and all additional papers and make all lawful oaths which may be requested by the Assignee to fully carry out the terms of this Assignment; and further that they will communicate to Assignee, or to its successors, assigns, and legal representatives, and facts known respecting said invention, and at the expense of the Assignee, testify in any legal proceedings, and generally do everything possible to aid the Assignee, its successors, assigns and nominees to obtain and enforce proper patent protection for said invention in all countries.

The United States Patent and Trademark Office is hereby authorized and requested to issue all Letters Patent to the Assignee in accordance with the terms of the assignment.

IN TESTIMONY WHEREOF, the Assignors have hereunto set their hands on the date indicated below. The undersigned hereby authorizes and requests the attorneys and/or agents of record in the application above identified, and in, to and under Letters Patent which may be obtained for said invention, to insert in this assignment the filing date and serial number of said application (and/or issue date and patent number of said corresponding Letters Patent) when officially known, if applicable.

Inventor(s):

 Josh K. Metnick	1/21/2016 Date	_____	Date
_____	Date	_____	Date
_____	Date	_____	Date
_____	Date	_____	Date
_____	Date	_____	Date

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"RAISE MARKETPLACE INC.", A DELAWARE CORPORATION,
WITH AND INTO "RAISE MARKETPLACE, LLC" UNDER THE NAME OF
"RAISE MARKETPLACE, LLC", A LIMITED LIABILITY COMPANY ORGANIZED
AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS
RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF
JANUARY, A.D. 2019, AT 5:07 O`CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
KENT COUNTY RECORDER OF DEEDS.




Jeffrey W. Bullock, Secretary of State

7243896 8100M
SR# 20190543646

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202157696
Date: 01-28-19

PATENT
REEL: 057785 FRAME: 0215

CERTIFICATE OF MERGER

for the merger of

RAISE MARKETPLACE INC.

with and into

RAISE MARKETPLACE, LLC

Pursuant to Section 251(g) of the
General Corporation Law of the State of Delaware and
Section 18-209 of the Limited Liability Company Act of the State of Delaware

Pursuant to Section 251(g) of the General Corporation Law of the State of Delaware (the “DGCL”) and Section 18-209 of the Limited Liability Company Act of the State of Delaware (the “LLC Act”), Raise Marketplace, LLC, a Delaware limited liability company (the “Company”), in connection with the merger of Raise Marketplace Inc., a Delaware corporation (“Raise Inc.”), with and into the Company (the “Merger”), hereby certifies as follows:

FIRST: The names and states of formation or incorporation of the constituent companies to the Merger (the “Constituent Companies”) are:

<u>Name</u>	<u>State of Formation or Incorporation</u>
Raise Marketplace, LLC	Delaware
Raise Marketplace Inc.	Delaware

SECOND: An Agreement and Plan of Merger, dated as of January 28, 2019, by and among Raise Holdings, Inc. a Delaware corporation, the Company, and Raise Inc. (the “Merger Agreement”), setting forth the terms and conditions of the Merger, has been adopted, approved, certified, executed and acknowledged by each of the Constituent Companies in accordance with Section 251(g) of the DGCL and Section 18-209 of the LLC Act.

THIRD: The name of the surviving corporation is Raise Marketplace, LLC (the “Surviving Company”).

FOURTH: Upon effectiveness of the Merger, the Certificate of Formation of the Company, as in effect immediately prior to the effective time of the Merger, shall be the Certificate of Formation of the Surviving Company.

FIFTH: The Merger shall become effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

SIXTH: The executed Merger Agreement is on file at the office of the Surviving Company located at 11 E. Madison Street, 4th Floor, Chicago, Illinois 60602. A copy of the Merger Agreement will

be furnished by the Surviving Company, on request and without cost to any member of, or any person holding an interest in, either of the Constituent Companies.

(signature page follows)

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 28th day of January, 2019.

Raise Marketplace, LLC
a Delaware limited liability company

By: /s/ Richard Parker
Name: Richard Parker
Title: Secretary

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this “Agreement”), dated as of January 28, 2019, is among Raise Marketplace Inc., a Delaware corporation (the “Company”), Raise Holdings, Inc., a Delaware corporation and a direct, wholly-owned subsidiary of the Company (“Holdings”), and Raise Marketplace, LLC, a Delaware limited liability company and a direct, wholly-owned subsidiary of Holdings (“Merger Sub”).

RECITALS

WHEREAS, as of the close of business on January 28, 2019: (A) the authorized capital stock of the Company consisted of [REDACTED] par value per share (“Company Common Stock”) of which [REDACTED] shares were issued and outstanding, and [REDACTED] shares of preferred stock, [REDACTED] par value per share (“Company Preferred Stock”) of which [REDACTED] shares were issued and outstanding, [REDACTED] of Series A Preferred Stock (“Company Series A Preferred Stock”) of which [REDACTED] shares were issued and outstanding, [REDACTED] shares of Series B Preferred Stock (“Company Series B Preferred Stock”) of which [REDACTED] shares were issued and outstanding, [REDACTED] shares of Series C Preferred Stock (“Company Series C Preferred Stock”) [REDACTED] of which are issued and outstanding were issued and outstanding and [REDACTED] shares of Series D Preferred Stock (“Company Series D Preferred Stock” and, together with the Company Series A Preferred Stock, Company Series B Preferred Stock, Company Series C Preferred Stock and Company Series D Preferred Stock, the “Company Preferred Stock”), of which [REDACTED] shares were issued and outstanding; and (B) the Company has reserved [REDACTED] shares of Company Common Stock for issuance pursuant to its Amended and Restated 2011 Equity Incentive Plan (as amended, the “Company Stock Option Plan”).

WHEREAS, as of the close of business on January 28, 2019, the authorized capital stock of Holdings consisted of [REDACTED] shares, consisting of [REDACTED] shares of common stock, [REDACTED] par value per share (“Holdings Common Stock”) of which [REDACTED] shares were issued and outstanding and the Company owns all the issued and outstanding Holdings Common Stock, and [REDACTED] shares of preferred stock, [REDACTED] par value per share, of which [REDACTED] issued and outstanding, consisting of [REDACTED] of Series A Preferred Stock (“Holdings Series A Preferred Stock”), of which no shares were issued and outstanding, [REDACTED] shares of Series B Preferred Stock (“Holdings Series B Preferred Stock”), of which [REDACTED] issued and outstanding, [REDACTED] shares of Series C Preferred Stock (“Holdings Series C Preferred Stock”), of which [REDACTED] issued and outstanding were issued and outstanding and [REDACTED] shares of Series D Preferred Stock (“Holdings Series D Preferred Stock” and, together with the Holdings Series A Preferred Stock, Holdings Series B Preferred Stock, Holdings Series C Preferred Stock and Holdings Series D Preferred Stock, the “Holdings Preferred Stock”), of which [REDACTED] issued and outstanding, of which [REDACTED] issued and outstanding; and (B) Holdings has reserved [REDACTED] shares of Holdings Common Stock for issuance pursuant to the Company Stock Option Plan to be assumed by Holdings pursuant to the Assignment and Assumption Agreement (as defined herein).

WHEREAS, as of the date hereof, Holdings owns [REDACTED] common units in Merger Sub (the "Merger Sub Common Units"), representing [REDACTED] of the issued and outstanding limited liability company interests of Merger Sub.

WHEREAS, Holdings and Merger Sub are each newly formed entities organized for the purpose of participating in the transactions herein contemplated.

WHEREAS, the Company desires to create a new holding company structure pursuant to Section 251(g) of the General Corporation Law of the State of Delaware (the "DGCL") by merging the Company with and into Merger Sub (the "Merger") with Merger Sub being the Surviving Entity (as defined below), and converting each outstanding share of Company Common Stock and Company Preferred Stock into one share of Holdings Common Stock or Holdings Preferred Stock, respectively, all in accordance with the terms of this Agreement.

WHEREAS, the designations, rights, powers and preferences, and the qualifications, limitations and restrictions thereof, of the Holdings Common Stock and the Holdings Preferred Stock are the same as those of the Company Common Stock and the Company Preferred Stock, respectively.

WHEREAS, the Certificate of Incorporation and the Bylaws of Holdings immediately after the Effective Time (as hereinafter defined)) will contain provisions identical to the Fourth Amended and Restated Certificate of Incorporation (as amended) (the "Company Charter") and the Amended and Restated Bylaws of the Company immediately prior to the Effective Time (other than with respect to matters excepted by Section 251(g) of the DGCL).

WHEREAS, at the Effective Time, the limited liability company agreement of the Surviving Entity will be amended and restated to contain provisions identical to the Company Charter as in effect immediately prior to the Effective Time (other than references to members rather than shareholders or stockholders, references to units or limited liability company interests rather than stock or shares, references to managers rather than directors and with such other modifications as are required or permitted by Section 251(g) of the DGCL).

WHEREAS, the directors of the Company are the directors of Holdings (and will be the directors of Holdings as of the Effective Time).

WHEREAS, the officers of the Company are (the officers of Holdings (and will be the officers of Holdings as of the Effective Time).

WHEREAS, the Board of Directors of each of the Company and Holdings have (i) declared this Agreement advisable, (ii) determined that it is advisable and in the best interests of their respective companies and respective stockholders to enter into this Agreement and (iii) approved and adopted this Agreement and the execution, delivery and performance of this Agreement and the consummation of the Merger in accordance with Section 251(g) of the DGCL and upon the terms set forth in this Agreement;

WHEREAS, the sole member of Merger Sub has (i) determined that it is in the best interests of Merger Sub, and declared it advisable, to enter into this Agreement and (ii) approved and adopted this Agreement and the execution, delivery and performance of this Agreement and the

consummation of the Merger in accordance with Section 18-209(b) of the Delaware Limited Liability Company Act, as amended (the "DLLCA"), and upon the terms set forth in this Agreement; and

WHEREAS, the parties intend, by executing this Agreement, to adopt a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code") and Treasury Regulations Sections 1.368-2(g) and 1.368-3(a), and to cause the Merger to qualify as a reorganization under the provisions of Section 368(a) of the Code and the rules and regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained in this Agreement, and intending to be legally bound hereby, the Company, Holdings and Merger Sub hereby agree as follows:

ARTICLE I. THE MERGER

Section 1.1 The Merger. In accordance with Section 251(g) of the DGCL and Section 18-209(b) of the DLLCA, and subject to and upon the terms and conditions of this Agreement, the Company shall, at the Effective Time, be merged with and into Merger Sub, the separate corporate existence of the Company shall cease and Merger Sub shall continue as the surviving entity. Merger Sub as the Surviving Entity after the Merger is hereinafter sometimes referred to as the "Surviving Entity." At the Effective Time, the effect of the Merger shall be as provided in Section 259 of the DGCL.

Section 1.2 Effective Time. The Merger shall become effective upon the filing of a copy of this Agreement or a Certificate of Merger relating hereto with the Secretary of State of the State of Delaware (the time of such filing being referred to herein as the "Effective Time").

Section 1.3 Organizational Documents of the Surviving Entity. From and after the Effective Time, in accordance with Section 18-209(f) of the DLLCA and by virtue of the Merger and without any action on the part of Merger Sub or the Company, the limited liability company agreement of Merger Sub, as in effect immediately prior to the Effective Time, shall be amended and restated in the form attached hereto as Exhibit A (the "A&R LLC Agreement"), and as so amended and restated shall thereafter continue in full force and effect as the limited liability company agreement of the Surviving Entity until thereafter amended as provided by law.

Section 1.4 Managers. From and after the Effective Time, the managers of the Surviving Entity shall consist solely of those individuals specified in the A&R LLC Agreement, in each case to hold office in accordance with the limited liability company agreement of the Surviving Entity until their respective successors are duly elected or appointed and qualified or until their earlier resignation or removal.

Section 1.5 Officers. The officers of the Company immediately prior to the Effective Time shall be the initial officers of the Surviving Entity and will hold office from the Effective Time until their successors are duly elected or appointed and qualified in the manner provided in the A&R LLC Agreement or as otherwise provided by law.

Section 1.6 Additional Actions. Subject to the terms of this Agreement, the parties hereto shall take all such reasonable and lawful action as may be necessary or appropriate in order to effectuate the Merger and to comply with the requirements of Section 251(g) of the DGCL. If, at any time after the Effective Time, the Surviving Entity shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Entity its right, title or interest in, to or under any of the rights, properties or assets of either of Merger Sub or the Company acquired or to be acquired by the Surviving Entity as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, the officers and directors of the Surviving Entity shall be authorized to execute and deliver, in the name and on behalf of each of Merger Sub and the Company, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of Merger Sub and the Company or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Entity or otherwise to carry out this Agreement.

Section 1.7 Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of Holdings, Merger Sub, the Company or the holder of any of the following securities:

(a) [REDACTED] of Company Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter represent [REDACTED] of Holdings Common Stock.

(b) [REDACTED] of Company Series A Preferred Stock issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter represent [REDACTED] of Holdings Series A Preferred Stock.

(c) [REDACTED] of Company Series B Preferred Stock issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter represent [REDACTED] of Holdings Series B Preferred Stock.

(d) [REDACTED] of Company Series C Preferred Stock issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter represent [REDACTED] of Holdings Series C Preferred Stock.

(e) [REDACTED] of Company Series D Preferred Stock issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter represent [REDACTED] of Holdings Series D Preferred Stock.

(f) [REDACTED] of Company Common Stock that is owned by the Company immediately prior to the Effective Time shall automatically [REDACTED]

(g) [REDACTED] ed and outstanding immediately prior to the Effective Time shall [REDACTED]

(h) [REDACTED] of Holdings Common Stock issued and outstanding immediately prior to the Effective Time shall [REDACTED]

(i) From and [REDACTED] holders of certificates formerly evidencing Company Common Stock [REDACTED] provided, however, that such holders shall have the rights set forth in Section 1.8 herein.

Section 1.8 No Surrender of Certificates: Stock Transfer Books. [REDACTED]

[REDACTED] sal Rights. In accordance with the DGCL and the DLCCA, no [REDACTED] ble to any holders of Company Common Stock, Company Series A [REDACTED] ies B Preferred Stock, Company Series C Preferred Stock, Company Series D Preferred Stock, Holdings Common Stock or Merger Sub Common Units in connection with the Merger.

**ARTICLE II.
ACTIONS TO BE TAKEN IN
CONNECTION WITH THE MERGER**

Section 2.1 Conversion of Options. [REDACTED]

Section 2.3 Reservation of Shares.

Section 3.1 Conditions Precedent. The obligations of the parties to this Agreement to consummate the Merger and the transactions contemplated by this Agreement shall be subject to fulfillment or waiver by the parties hereto at or prior to the Effective Time of each of the following conditions:

(a) No order, statute, rule, regulation, executive order, injunction, stay, decree, judgment or restraining order that is in effect shall have been enacted, entered, promulgated or enforced by any court or governmental or regulatory authority or instrumentality which prohibits or makes illegal the consummation of the Merger or the transactions contemplated hereby.

(b) The Board of Directors of the Company shall have received an opinion from KPMG, dated as of the Closing Date, in form and substance reasonably satisfactory to the Board of Directors of the Company,

(c) All third party claims, suits, actions, proceedings, judgments, orders, decrees, injunctions, stays, judgments, mortgages, deeds of trust, security interest, indentures, contracts, leases, licenses, permits, agreements, exchange membership, exchange allocation, plan or instrument or obligation to which the Company or any subsidiary or affiliate of the Company is a party, or by which the Company or any subsidiary or affiliate of the Company, or any property of the Company or any subsidiary or affiliate of the Company may be bound, in connection with the Merger and the transactions contemplated thereby, shall have been obtained by the Company or its subsidiary or affiliate, as the case may be.

**ARTICLE IV.
COVENANTS**

Section 4.1 Company Stock Option Plan.

[REDACTED]

[REDACTED]

er agreements to the extent deemed appropriate by the Company and Holdings and permitted under applicable law.

Section 4.4 Plan of Reorganization.

[REDACTED]

**ARTICLE V.
TERMINATION AND AMENDMENT**

Section 5.1 Termination.

[REDACTED]

s of Directors, or member, as applicable, of the parties to this Agreement.

**ARTICLE VI.
MISCELLANEOUS PROVISIONS**

Section 6.1 Governing Law. This Agreement shall be governed by and construed and enforced under the laws of the State of Delaware.

Section 6.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which shall constitute one and the same agreement.

Section 6.3 Entire Agreement. This Agreement together with the Assignment and Assumption Agreement, constitute the entire agreement and supersede all other agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof. This Agreement may not be amended or supplemented except by a written document executed by the parties to this Agreement.

Section 6.4 Severability. The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

[Signature page follows]

IN WITNESS WHEREOF, Holdings, Merger Sub and the Company have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

RAISE MARKETPLACE INC.

DocuSigned by:
Richard Parker
By: _____
Name: Richard Parker
Title: Secretary

RAISE HOLDINGS, INC.

DocuSigned by:
Richard Parker
By: _____
Name: Richard Parker
Title: Secretary

RAISE MARKETPLACE, LLC

DocuSigned by:
Richard Parker
By: _____
Name: Richard Parker
Title: Secretary

EXHIBIT A

A&R LLC AGREEMENT

[SEE ATTACHED]