

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7332139

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ONSA INC.	11/19/2020
RECEIVING PARTY DATA	
Name:	BLKCHN, LLC
Street Address:	9663 SANTA MONICA BLVD., STE 1042
City:	BEVERLY HILLS
State/Country:	CALIFORNIA
Postal Code:	90210
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	16733045
Application Number:	16857141
CORRESPONDENCE DATA	
Fax Number:	
<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:	carder@nelbum.com
Correspondent Name:	CARDER W. BROOKS
Address Line 1:	3131 WEST 7TH ST., SUITE 300
Address Line 4:	FORT WORTH, TEXAS 76107
NAME OF SUBMITTER:	CARDER W. BROOKS
SIGNATURE:	/Carder W. Brooks/
DATE SIGNED:	05/16/2022
Total Attachments: 18	
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GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS

This General Assignment for the Benefit of Creditors (this "Assignment") is made, executed and delivered as of November 19, 2020 (the "Execution Date"), by and among:

Onsa Inc., a Delaware Corporation ("Onsa Inc."), Onsa LLC, a Delaware limited liability company ("Onsa LLC"), (each individually, and all, collectively, "Assignor"); and

BLKCHN, LLC Financial Advisory Service ("Assignee");

(each, individually, a "Party", and all, collectively, the "Parties"), with regard to the following facts, circumstances, understandings, beliefs, intentions and desires (collectively, "Recitals");

RECITALS:

- A. Section 1.1 identifies certain words and phrases which, when capitalized and used in this Assignment, have specifically assigned meanings for the purposes of this Assignment.
- B. Each person identified in the Preamble as "Assignor" has its principal place of business at 537 Stevenson Street, Suite 200, San Francisco, California 94103.
- C. Prior to the Execution Date, the persons identified in the Preamble as "Assignor" were in the collective business of applying blockchain technology and machine learning to create access to new digital currencies and transforming currency as it is sent (the "Business").
- D. Each person identified in the Preamble as "Assignor" has its own separate assets and its own separate creditors, but the business operations of those persons are closely interrelated, and those persons are under common ownership and control and are "affiliates" within the meaning of the Bankruptcy Code.
- E. After careful consideration of the various legal options available to deal with the creditors, Assignor determined that it would be in the best interests of Assignor and its creditors to make a general assignment of all of the assets, real and personal of Assignor, to one assignee, to liquidate and administer those assets for the benefit of the creditors, in accordance with California law.
- F. Assignor determined that Assignee has the education, knowledge, skill and experience to properly perform such services, and therefore desire to engage Assignee to serve as Assignee pursuant to this Assignment, and Assignee desires to accept such engagement and assignment, all on the terms and conditions set forth in this Assignment.

THEREFORE, PURSUANT TO THE RECITALS, and in consideration of the covenants, agreements, representations, warranties, indemnities, disclaimers, waivers and releases set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound by this Assignment, hereby covenant, agree, warrant, represent and declare as follows:

Article 1
DEFINITIONS, CONVENTIONS AND CONSTRUCTION

1.1 **Definitions.** The following words and phrases, when capitalized and used in this Assignment or in any other document incorporating by reference the definitions set forth in this Assignment, will have the following meaning, unless the context reasonably prohibits the application of such meaning:

“**Assigned Assets**” means and will be construed broadly to include all assets of Onsa Inc., and all assets of Onsa LLC, whether real or personal, or tangible or intangible, wherever located, including the Personal Property and the Intellectual Property, including as more particularly described in Section 3.1.

“**Assignee**” is defined in the Preamble.

“**Assignment**” is defined in the Preamble.

“**Assignment Date**” is defined in Section 2.1.

“**Assignment Estate**” means and will be construed broadly to include all assets, including all rights, titles, Interests and Claims, owned or held by Assignee pursuant to this Assignment.

“**Assignor**” is defined in the Preamble.

“**Assignor’s Representations**” is defined in Section 4.1.

“**Bankruptcy Code**” means Title 11 of the United States Bankruptcy Code entitled “Bankruptcy,” as now and hereafter in effect, or any successor statute.

“**Breach**” is defined in Section 5.1.

“**Business**” is defined in Recital “C”.

“**Business Day**” means any day other than a Saturday or Sunday upon which a majority of federally insured banks located within the State of California are open for business.

“**Claim**” means and will be construed broadly to include debts, obligations, agreements, contracts, covenants, representations, warranties, guaranties, indemnities, acts, errors, omissions, breaches, defaults, damages, injuries, losses, demands, lawsuits, arbitrations, actions, causes of action, orders, judgments, encumbrances, liens, levies, writs, charges, costs, expenses, rights of offset, cross-claims, counter claims and other claims and liabilities of any kind, whether legal or equitable, contingent or non-contingent, or known or unknown.

“**Default**” is defined in Section 5.2.

“**Execution Date**” is defined in the Preamble.

“**Intellectual Property**” means and will be construed broadly to include all rights, titles and Interests of Assignor and of the Assignment Estate in and to any intellectual property, including: (a) patents, patent applications and patent rights; (b) trade names, trademarks, trademark registrations and trademark applications; (c) trade logos; (d) service marks, service mark registrations and service mark applications; (e) websites, website addresses and website

content; (f) domain names and internet addresses; (g) works of authorship; copyrights, copyright registrations and copyright registration applications; (h) recipes, trade secrets, customer lists, vendor lists and proprietary information, processes, procedures and formulae; (i) source code, software, algorithms, and system architectures, structures and layouts; and (j) manuals, instructions and documentation relating to the forgoing.

“Interest” means and will be construed broadly to include any directly or indirectly held right, title, interest, ownership, community property interest, purchase option, right of first refusal, indicia of title, indicia of ownership, right of possession, or other legal, equitable, possessory or other interest of any kind, including as defined in the Bankruptcy Code.

“Law” means and will be construed broadly to include any statute, code, ordinance, regulation, rule, common law principle, order or other law that governs the Assignment and/or is binding upon the Assigned Assets or any Party, as amended from time to time.

“Onsa Inc.” is defined in the Preamble.

“Onsa LLC” is defined in the Preamble.

“Notice” means and will be construed broadly to include any notice, inquiry, request, demand, acknowledgement, approval, consent, acceptance, admission, ratification, determination, response, disapproval, objection, rejection, denial, protest, refusal, waiver or other communication required, desired or intended pursuant to this Assignment.

“Notice Receipt Date” means the date upon which a Notice to a Party is deemed to have been received by the Party pursuant to Section 6.12.

“Party” and **“Parties”** are defined in the Preamble.

“Personal Property” means all rights, titles, Interests and Claims of Assignor and of the Assignment Estate in and to any personal property, tangible or intangible and wherever located, owned by any Assignor including all: (a) Intellectual Property; (b) raw materials, materials, parts, supplies, work in progress, finished goods or inventory, goods in route or held for sale or lease, packing and shipping materials, and waste; (c) vehicles, trailers, forklifts, aircraft, vessels, machinery, machines, machine tools, motors, pumps, pipes, valves, equipment, dies, molds, tools, parts, supplies and replacements; (d) fixtures, trade fixtures, furniture, furnishings, floor coverings, window and wall coverings, decorations and works of art; (e) computers, computer equipment and software, including components, keyboards, monitors, work stations, power supplies, storage devices, parts cables, conduits, connections, utilities, programs, databases, passwords and other items related to the access, use or operation of computers used in the Business; (f) utility deposits, contract deposits, lease deposits and tax deposits; (g) Claims against any person, other than Claims released pursuant to this Assignment; and (h) goodwill.

“Preamble” means the first paragraph of this Assignment.

“Recitals” is defined in the Preamble.

“Unencumbered Cash” is defined in Section 2.1.

1.2 **Conventions.** This Assignment incorporates the following conventions:

- (a) The words “**include**”, “**includes**” and “**including**” will be deemed and construed to be immediately followed by the words “without limitation”.
- (b) The word “**person**” includes humans, trusts, estates, receiverships, corporations, limited liability companies, partnerships, joint ventures, agencies, labor unions, and federal, state, county or municipal governmental authorities and agencies of competent jurisdiction.
- (c) The words “**will**” and “**shall**” refer to a mandatory act or obligation, unless the context in which the word is used logically prohibits the application of this convention.
- (d) The word “**Dollars**” and the symbol “**\$**” refer to United States Dollars.
- (e) Words or phrases denoting the **singular** will include the plural, those denoting the **plural** will include the singular, and those denoting **gender** will include all genders unless applying this convention would be contrary to the obvious intent of this Assignment.
- (f) Unless otherwise expressly stated, all references to “**days**” will mean calendar days, and all references to “**years**” will mean calendar years.
- (g) Unless otherwise stated, or unless the context in which such term is used logically prohibits the application of this convention, all references to “**Assignor**” refer to both each person identified in the Preamble as “Assignor”, individually, and all of the persons identified in the Preamble as “Assignor”, collectively.

1.3 **Construction.** This Assignment will be liberally construed to effectuate and govern the intended general assignment for the benefit of creditors. Article and Section headings are for convenience only and will not be given undue consideration in resolving questions of construction or interpretation. Each Party is deemed to have had equal bargaining strength in the negotiation of this Assignment and equal responsibility for the preparation of this document, such that neither this document, nor any uncertainty or ambiguity therein, will be arbitrarily construed or resolved against any Party pursuant to any rule of construction or other Law to the effect that ambiguities in documents are to be construed against the drafter of the document.

Article 2

EFFECTIVE DATE AND CONDITION PRECEDENT TO THE ASSIGNMENT

2.1 **The Unencumbered Cash.** Notwithstanding the execution and delivery of this Assignment as of the Execution Date, this Assignment is in all respects subject to and conditional upon the receipt by Assignee of an unencumbered cash deposit (“**Unencumbered Cash**”) in the amount of not less than \$550,000, which may be retained, used and disbursed by Assignee for the purposes set forth in Section 3.6. This Assignment will become effective and binding upon each of the Parties upon, and only upon, Assignee’s receipt of the Unencumbered Cash; provided, however, that if, for any reason, Assignee has not received the entire Unencumbered Cash by the date that is fourteen (14) days following the Execution Date, then at any time thereafter, until such time as Assignee has received the entire Unencumbered Cash, any Party not in Breach or Default of this Assignment may terminate this Assignment by giving Notice of such termination to the other Parties. The time and date upon which this Assignment becomes effective pursuant to this Section 2.1 is referred to in this Assignment as the “**Assignment Date**”.

Article 3
THE ASSIGNMENT

3.1 Assignment of All Assets. Effective as of the Assignment Date, Assignor does hereby irrevocably grant, assign, transfer and convey to Assignee, and will be deemed for any and all purposes to have irrevocably granted, assigned, transferred and conveyed to Assignee, in trust, pursuant to the terms of this Assignment, for the benefit of the creditors of Assignor, in such Lien priorities and as their respective rights, titles and Interests may appear, all of the Assigned Assets, including all assets of Onsa Inc., and all assets of Onsa LLC, whether real or personal, and whether tangible or intangible, wherever located, including the Personal Property and the Intellectual Property. For purposes of further clarity and the avoidance of doubt, this Assignment includes all of the following types of assets of Assignor:

- (a) All real property;
- (b) All Personal Property including all tangibles and all general intangibles;
- (c) All Intellectual Property;
- (d) All goodwill;
- (e) All cash, cash equivalents, currency, coins, bullion, bitcoin or other blockchain or cyber-currency, deposit accounts, savings accounts, checking accounts, certificates of deposit, security deposits, lock-box accounts, and other accounts of any kind or nature;
- (f) All bonds, stocks, stock certificates, shares, share certificates, partnership interests, membership interests, joint venture interests, warrants, purchase options and rights of first refusal;
- (g) All receivables including accounts receivable, promissory notes receivable, unbilled work in progress, unreimbursed reimbursable costs, letters of credit, settlements, judgments, awards, and other obligations, rights and Interests benefiting or in favor of any Assignor or the Assignment Estate;
- (h) All raw materials, materials, parts, supplies, work in progress, finished goods, inventory, goods in route, goods owned and held for sale or lease, goods to be furnished pursuant to a service or supply contract, and packing and shipping materials;
- (i) All vehicles, trailers, forklifts, aircraft, vessels, barges and heavy equipment;
- (j) All equipment, machinery, machines, machine tools, motors, transformers, switches, wiring, pumps, pipes, valves, conduits, dies, molds, tools, tooling, parts and supplies;
- (k) All fixtures, trade fixtures, furniture, furnishings, floor coverings, window coverings, wall coverings, lighting, decorations and works of art;
- (l) All computers, computer equipment and software, including components, keyboards, monitors, work stations, power supplies, storage devices, tapes, disks, drives, parts, cables, conduits, connections, utilities, programs, databases, source codes, security codes, passwords, means of encryption, and other items which relate to the access, use or operation of computers;

- (m) All warranties, representations, guaranties, indemnities, assurances, commitments, agreements, promises, covenants, conditions, restrictions, waivers, disclaimers, releases, estoppels and contract rights enforceable by or for the benefit of Debtor;
- (n) All licenses, license applications, patents, patent applications, trademarks, trademark applications, logos, trade names, service marks, blueprints, patterns, designs, drawings, specifications, plans, working drawings, as-built drawings, and other technical or intellectual property;
- (o) All rights, titles, Interests and Claims of Assignor under any real property leases, equipment leases, or other personal property leases to which Assignor is a party, and all lease deposits, security deposits, rent deposits or pre-paid rent thereunder;
- (p) All customer, supplier, vendor and employee relationships, lists and contact information, all trade routes and trade lists, and all telephone numbers, URL addresses and internet domain names and addresses;
- (q) All tax, insurance, pension fund, utility and other refunds or money due or recoverable from any taxing authority, insurance carrier, pension fund, public utility, private utility, or other source, of any kind;
- (r) All Claims, rights, Interests, actions, causes of action, and other Interests of any kind in any legal actions or proceedings, including patent, trademark and trade logo infringements;
- (s) All defenses, indemnities, rights of offset, and rights to defense or indemnification, relating to any legal actions or proceedings or causes of action, of any kind or nature;
- (t) All titles, title certificates, bills of sale, sales receipts, deeds, title certificates, licenses, documents of title, certificates of ownership, policies and certificates of insurance, and other documents and instruments of any kind which represent or evidence any of the foregoing;
- (u) All replacements to any of the foregoing; and
- (v) All proceeds from any of the foregoing, including sale proceeds, insurance proceeds, condemnation proceeds, settlement proceeds, and proceeds resulting from the obtaining of judgments or orders or other enforcement remedies, and all interest payable thereon.

3.2 Statutory Assignment. This Assignment is a general assignment for the benefit of all creditors of Assignor as of the Assignment Date; and a “general assignment for the benefit of creditors,” as set forth and defined in the California *Code of Civil Procedure, Section 493.010*, and all other Laws of the State of California pertaining thereto. This Assignment: (a) constitutes an assignment to Assignee of all assets of Assignor which are legally transferable and not exempt from enforcement of a money judgment; (b) is an assignment for the benefit of all creditors of Assignor as of the Assignment Date; and (c) does not create a preference of one creditor or class of creditors over any other creditor or class of creditors.

3.3 Delivery Of Documents, Endorsements And Mail Delivery. Assignor will deliver or cause to be delivered to Assignee all books of account and records, execute and deliver all additional necessary documents immediately upon request by Assignee, and endorse all indicia of ownership where requested by Assignee, in order to complete the transfer of the Assigned Assets to Assignee as

intended by this Assignment, including all of Assignor's real and personal property and all Interests of Assignor therein. Neither Assignor, nor its agents, will execute any documents on behalf of Assignee without the prior written approval of Assignee. Assignee is hereby authorized to execute all endorsements and demands requiring Assignor's signature, in the name of Assignor, including endorsements on checks, bank accounts, deposit accounts, and stock certificates, payable to, or standing in the name of Assignor. Assignor further authorizes Assignee to apply for any deposits, refunds (including specifically, among others, Claims for refund of taxes paid or unearned insurance premiums) or Claims wherever necessary, in the name of Assignor. Assignee is authorized to direct all mail of Assignor to be delivered to Assignee; and Assignee is authorized and directed to open said mail as agent of Assignor, and to perform any act which Assignee in Assignee's sole discretion deems necessary or advisable to effectuate the purposes of this Assignment.

3.4 Nature Of Assignment. This instrument transfers legal title and possession of all assets of Assignor. However, this Assignment constitutes a transfer of only those assets that can be transferred legally; and does not constitute a transfer of any assets that are illegal to transfer. Assignee, in Assignee's own discretion, may determine whether to continue all or a part of the business operations, or to liquidate the Assignment Estate. Assignee may take any or all appropriate action in connection with this Assignment. Assignee is not responsible individually and is not required to contribute any funds in connection with this Assignment, and shall have no liability, including liability for any funds which could be received. Assignee has the right, within Assignee's discretion, to resign from and terminate this Assignment by Notice to Assignor.

3.5 Disposition Of Assets. Assignee, in Assignee's discretion, may sell and dispose of the assets of Assignor upon such terms and conditions as it may see fit, at public or private sale, or otherwise. Assignee's obligations hereunder will be in a representative capacity only as an assignee for the general benefit of all creditors of Assignor. Assignee may, in Assignee's discretion and at the expense of the Assignment Estate, obtain insurance and/or undertakings with respect to any liability which could be asserted against Assignee. Assignee will administer the Assignment Estate to the best of Assignee's ability, but Assignee and Assignee's agents, servants and employees will be liable only for reasonable care and diligence in the administration of the Assignment Estate; and Assignee will not be liable for any act or thing done in good faith by Assignee or any agent, servant or employee of Assignee, in connection herewith. Assignee is not liable or responsible for any obligations or liabilities of any nature incurred by Assignor, whether before or after the Assignment Date.

3.6 Reimbursement of Expenses and Compensation of Assignee. From the Unencumbered Cash and any proceeds of sales, collections, operations and all other sources, Assignee will: (a) reimburse Assignee for any and all costs and expenses incurred or advanced by Assignee in connection with this Assignment, the liquidation and administration of the Assignment Estate, the termination and resolution of issues in connection with Money Transmitter Licenses, or the performance of any services pursuant to this Assignment; and, (b) pay Assignee, as compensation for the performance of Assignee's services pursuant to this Assignment amounts as provided in the Assignee Fee Agreement. Assignee may also pay from the Unencumbered Cash and any such proceeds reasonable compensation to Assignee's agents and advisors (including attorneys, accountants, appraisers, brokers and auctioneers), for services related to this Assignment. Assignee may also pay from any such proceeds the costs and expenses incurred by any creditor of Assignor who may have levied an attachment or have any other Lien against or security interest in any assets in the Assignment Estate which Lien or security interest Assignee decides to satisfy. All of the

aforementioned amounts, other than the Assignee's fee set forth in clause (b) of this Section 3.6, are to be determined in Assignee's sole discretion and judgment.

3.7 Powers And Duties Of Assignee. Assignee may compromise Claims by or against the Assignment Estate, complete or reject Assignor's executory contracts, discharge, at Assignee's option, any liens on the assets covered by this Assignment and any indebtedness that, under the Law, is entitled to priority of payment. Assignee will have the power to open bank accounts in the name of Assignee or its nominees and deposit assigned assets or proceeds thereof in such bank accounts and draw checks thereon, borrow money, hypothecate and pledge the assets, and to do all matters and things that Assignor could have done prior to this Assignment. Assignee will have the power to employ attorneys, accountants and any other additional personnel to whatever extent may be necessary to administer the Assignment Estate and to assist in the preparation and filing of any and all state, county, local or Federal tax returns as required. Any act or thing done by Assignee hereunder will bind the Assignment Estate and Assignee only in Assignee's capacity as Assignee for the benefit of creditors. Assignee will have the right to sue as the successor of Assignor, and Assignee is hereby given the right and power to institute and prosecute legal proceedings in the name of Assignor, the same as if Assignor itself had instituted and prosecuted such proceedings or actions, including to obtain declaratory relief approving this Assignment and/or any actions taken or proposed to be taken by Assignor and/or Assignee pursuant to this Assignment, and/or seeking to liquidate and administer the Assignment Estate pursuant to a proceeding under Chapter 7 or Chapter 11 of the Bankruptcy Code. Assignee is hereby authorized and has the right to defend all actions instituted against Assignor and to appear on behalf of Assignor in all proceedings (legal or otherwise) in which Assignor is a party. Assignor does hereby appoint Assignee as Assignor's attorney-in-fact, with full power to act for and in the place of Assignor in such actions or proceedings or in any other matters, including the right to verify, on behalf of Assignor, and with respect to all documents of any nature, including all pleadings which are part of any legal proceedings in state or federal court.

3.8 Assignor's Duties As To Non Assignable Tax Or Other Refund Claims. Assignor agrees, to the extent that any tax or other refund Claim is not assignable, to make any and all Claims for refund of taxes or any other money due, from any governmental agency, for tax refunds, or otherwise, and to forthwith upon receipt of any such refunds, pay them over to Assignee, and hereby empowers Assignee, as attorney-in-fact of Assignor, to make all Claims for refunds which may be made by an attorney-in-fact.

3.9 Distribution To Creditors. Assignee will apply the net proceeds arising from or related to the liquidation of the Assignment Estate in accordance with applicable Law, in the following priority as to amounts only and not time of distributions so long as consistent with applicable Law, as follows:

- (a) First, to pay any sums that Assignee determines should be paid to discharge any Lien against any of the Assigned Assets and to pay any indebtedness which, pursuant to the Law, is entitled to priority to the extent appropriate.
- (b) Second, to reimburse Assignee for any and all costs and expenses incurred or advanced by Assignee, as provided for in Section 3.6.
- (c) Third, to pay Assignee the fee provided for in Section 3.6.
- (d) Fourth, to pay any Federal, State or other taxes of any nature incurred on or after the Assignment Date with respect to the Assignment Estate.

- (e) Fifth, at the option of Assignee, to otherwise reimburse or pay any third party costs or expenses incurred in connection with the preservation, maintenance, insurance, operation, liquidation and distribution of the Assignment Estate.
- (f) Sixth, to pay any Federal taxes of any nature owed by Assignor as of the Assignment Date, or such Claim of any Federal governmental agency as defined under 31 U.S.C. §3713, including Federal withholding taxes, Federal unemployment taxes, and Federal income, excise, property and employment taxes.
- (g) Seventh, to pay any state, county and municipality taxes of any nature owed by Assignor as of the Assignment Date, including employment, property and income taxes.
- (h) Eighth, to pay any sums owed to employees of the Assignor entitled to priority as defined under California Code of Civil Procedure §1204 and §1204.5 up to the statutory maximum.
- (i) Ninth, with the exception of those classes set forth above, all payments to other creditors will be, within each class of creditors, pro rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. Assignee may, but is not required to, make interim distributions whenever Assignee has accumulated sufficient funds to enable him to make a reasonable distribution.
- (j) Tenth, any monies, if any, unclaimed by creditors 90 days after the final distribution to non-priority unsecured creditors, or the termination of the administration of the Assignment Estate by Assignee, will be re-distributed, pro rata, to all known unsecured creditors, being those creditors who cashed their respective dividend checks from the Assignment Estate, provided any such distribution exceeds One Thousand Dollars (\$1,000.00).

3.10 Distribution to Equity. In the event of a surplus, defined as funds available for distribution after payment in full of all Claims of creditors entitled to receive distributions (whether based upon the amount of the Claim or the amount agreed upon by compromise) and all administrative and tax claims, such surplus will be paid by Assignee to Onsa Inc.

3.11 Right To Withhold Payment Of Contested Claims. In the event that Assignee contests the validity of a Claim falling within any of the classifications set forth in Section 3.9, Assignee may withhold the pro rata distribution (whether interim or final) to which the holder of the contested Claim would otherwise be entitled to receive, until the allowance of the contested Claim is determined by a Court of competent jurisdiction or by agreement with Assignee.

3.12 Reliance. Assignee may rely on any book, record, financial statement, resolution, declaration, certificate, statement, instrument, opinion, report, consent, approval, authorization, power of attorney, order or Notice provided by or received from Assignor in connection with this Assignment, the Assigned Assets, and/or the Assignment Estate, without obligation of verification, investigation or further inquiry.

3.13 Limitation On Liability. Assignor acknowledges that Assignee is being engaged and will be acting solely in a representative capacity, and not in any personal capacity. Accordingly, absent gross negligence or wanton misconduct knowingly and intentionally committed in bad faith, neither Assignee nor any employee, agent, representative, attorney or accountants of Assignee will have any personal liability to any person in connection with this Assignment, the Assigned Assets, or the

Assignment Estate. In furtherance of this intent, Assignor and the Assignment Estate will defend, indemnify and hold harmless Assignee, and each employee, agent, representative, attorney and accountant of Assignment from and against any and all Claims asserted at any time against any such indemnified person in connection with this Assignment, the Assigned Assets, and/or the Assignment Estate.

Article 4

WARRANTIES, REPRESENTATIONS, DISCLAIMERS AND WAIVERS

4.1 **Representations and Warranties.** Assignor hereby makes the following representations and warranties (collectively, "**Assignor's Representations**") to Assignee as of the date of this Agreement:

(a) **Legal Capacity.** Assignor has the requisite power, authority and legal capacity to make, execute, enter into and deliver this Assignment and to perform each of its obligations under this Assignment. Any person executing and delivering this Assignment on behalf of Assignor is duly authorized to do so. Neither this Assignment nor the performance by Assignor of any obligation of Assignor under this Assignment will violate any provision of any article, by-law, or operating agreement of Assignor, or any contract, covenant, agreement, condition, restriction, injunction or order by which Assignor is bound.

(b) **Representation by Legal Counsel.** Assignor acted pursuant to the advice of its own independent legal counsel in connection with the negotiation and documentation of this Assignment, or was advised by Assignee to obtain the advice of legal counsel, had fair and reasonable opportunity to obtain the advice of legal counsel, and willfully declined to obtain the advice of legal counsel.

(c) **No Undisclosed Inducements.** Assignor entered into this Assignment in reliance solely upon its own independent investigation and analysis of the facts and circumstances, and no representations, warranties or promises other than those set forth in this Assignment were made by Assignee or any employee, agent or representative of Assignee to induce Assignor to enter into this Assignment.

(d) **Brokerage Commission Representation.** Assignor has not engaged or utilized the services of any broker, sales agent or finder in connection with this Assignment, and no brokerage commission, sales commission or finders fee will be payable to any person in connection with this Assignment by reason of any conduct of Assignor.

Article 5

BREACH, DEFAULT, REMEDIES AND RIGHTS OF TERMINATION

5.1 **Breach.** A Party will be in breach ("**Breach**") if the Party fails to: (a) make any payment or deposit when due; (b) cause any representation or warranty by the Party to be true and accurate in all material respects; or (c) perform any other act required of the Party pursuant to this Assignment when such performance is due.

5.2 **Default.** A Party will be in default ("**Default**") if any Breach by the Party continues uncured for a period of more than five (5) Business Days following the Notice Receipt Date for Notice of such Breach by another Party; provided, however, that if the Breach is not of a type that can be cured by

the payment of money and more than five (5) Business Days are reasonably required to cure the Breach, then there will be no Default by reason of the Breach if the Party in Breach: (a) commences a cure of the Breach within five (5) Business Days of the date of the Notice of the Breach; (b) diligently prosecutes the cure to completion, and (c) completes the cure within thirty (30) Business Days following the date of the Notice.

Article 6 GENERAL PROVISIONS

6.1 Integration. This Assignment sets forth the entire agreement between the Parties regarding the subject general assignment for the benefit of creditors. All prior and contemporaneous negotiations, understandings and agreements among the Parties, oral or written, regarding such subject matter are hereby superseded. No person may orally modify this Assignment, or make any oral representation regarding this Assignment.

6.2 Amendment. No modification of, deletion from, or addition to this Assignment will be effective unless made in writing and executed by each Party.

6.3 No Third Party Obligations. This Assignment will not confer any rights upon any person not a Party, or obligate any Party to any person not a Party, provided, however, that this provision will not limit the effect of this Assignment on persons not a Party to this Assignment.

6.4 Further Assurances. Each Party will promptly execute and deliver all documents and take all actions, including the payment of money, reasonably required to effectuate the subject general assignment for the benefit of creditors and perform its obligations pursuant to this Assignment.

6.5 Expenses of Negotiation, Documentation and Performance. Except as otherwise set forth in this Assignment, each Party will bear all costs and expenses incurred by the Party in connection with the negotiation and documentation of this Assignment and in the performance of its obligations under this Assignment.

6.6 Time of the Essence. Time is of the essence with respect to all dates and time periods set forth in this Assignment, such that each Party will perform all acts required of such Party pursuant to this Assignment by the date or within the time period required pursuant to this Assignment; provided, however, that If the date by which any obligation otherwise must be performed pursuant to this Assignment, or any Notice otherwise must be given pursuant to this Assignment, occurs on a day other than a Business Day, then the date by which the obligation must be performed or the Notice must be given will be automatically extended until the next Business Day.

6.7 Governing Law, Jurisdiction and Venue. This Assignment is made under and will be construed in accordance with and governed by the substantive laws of the State of California, without giving effect to the principles of conflicts of law. The Parties consent to the jurisdiction of California Courts and to venue in San Francisco County, California, for the purpose of resolving any controversy or disagreement which may arise among the Parties with regarding this Assignment. It will be a Breach of this Assignment to seek to resolve any such controversy or disagreement in any other forum.

6.8 Waiver. The failure by any Party to enforce any provision of this Assignment will not constitute a waiver of the right to enforce the same provision, or any other provision of this

Assignment, thereafter. No waiver by any Party of any provision of this Assignment will be deemed or constitute a waiver of any other provision of this Assignment, whether or not similar, nor will any such waiver constitute a continuing waiver unless otherwise expressly provided in writing.

6.9 Severability. If any provision of this Assignment is held by any court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, then the remaining portions of this Assignment will nonetheless remain in force and effect, unless the portion of this Assignment found to be illegal, invalid or unenforceable is so material and significant that its deletion would violate the obvious primary purpose and intent of the Parties.

6.10 Enforcement. Subject to the provisions of this Assignment including those which relate to venue, jurisdiction and the limitation of remedies or damages, each Party will have the right to enforce by proceedings at law or in equity all of the provisions of this Assignment, including the right to prosecute proceedings at law or in equity against any person who violates or attempts to violate any of such provisions, to enjoin any such person from doing so, to cause such violation to be remedied, and to recover damages for such violation.

6.11 Litigation Costs and Attorneys' Fees. If any Party commences legal proceedings against any other Party to enforce this Assignment or to declare any rights or obligations under this Assignment, then the prevailing Party will recover from the losing Party its costs of suit, including reasonable attorneys' fees, as will be determined by the court in such proceeding.

6.12 Notices. A Notice must be made in writing and delivered to the address indicated below, until Notice of a change of address is given by the recipient Party, after which the Notice will be delivered to the address set forth in the recipient Party's most recent change of address Notice. Notices by personal service, including by FedEx, will be deemed received upon delivery. Notices by first class mail, postage prepaid, addressed as required by this Section, will be deemed received three (3) Business Days following deposit with the United States Post Office. Rejection of a Notice, refusal to accept a Notice, or inability to deliver a Notice because of a failure to give Notice of a change of address, will constitute delivery. Notwithstanding the forgoing, except with respect to a Notice of a Breach or Default, unless and until a Party gives Notice in accordance with the forgoing requirements declaring a Beach or Default, or demanding that all future Notices be made in accordance with the forgoing provisions, Notices may be given by email correspondence to the email address indicated below, until Notice of a change of email address is given by the recipient Party, and thereafter, to the recipient Party's most recent change of email address.

Assignor: Onsa Inc.
Onsa LLC
537 Stevenson Street, Suite 200
San Francisco, California 94103
E-Mail: louismohn@onsa.com

Assignee: BLKCHN, LLC Financial Advisory Service
c/o Gregg Yorkinson
(310) 463-3378
E-Mail: gregg@clareyorkgroup.com

6.13 Inurement. This Assignment will inure to the benefit of and be binding upon each Party and its successors, assigns, grantees, heirs, beneficiaries, administrators, receivers and trustees.

6.14 Execution. This Assignment may be executed in any number of identical counterparts, each of which is an original, and all of which together will constitute one and the same instrument. The delivery of an executed counterpart of a signature page to this Assignment by electronic mail (email), electronic facsimile transmittal (fax), telecopy or other electronic means will be as effective as the physical delivery of an executed counterpart of this Assignment.

[SIGNATURE PAGE(S) ATTACHED]

THE UNDERSIGNED PARTIES made, executed, entered into and delivered this Assignment as of the Execution Date set forth in the Preamble to this Assignment.

Onsa Inc.:

Onsa Inc.
a Delaware corporation

DocuSigned by:
Roger A Bayston
By: 79A79E538901437...

(signature)

Roger A. Bayston
(typed or printed name)

Its: Director
(title or capacity)

Onsa LLC

Onsa LLC
a Delaware limited liability company

DocuSigned by:
Roger A Bayston
By: 79A79E538901437...

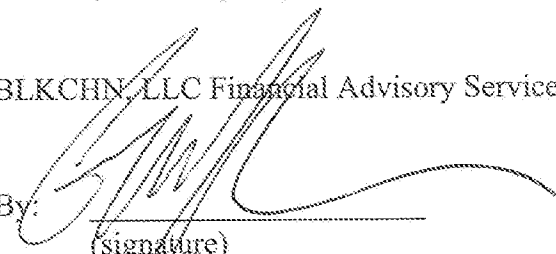
(signature)

Roger A. Bayston
(typed or printed name)

Its: Director
(title or capacity)

Assignee:

BLKCHN, LLC Financial Advisory Service

By: 

(signature)

Gregg Yorkison
Gregg Yorkison

Its: MEMBER
(title or capacity)

**ACTION BY UNANIMOUS WRITTEN CONSENT OF
THE SOLE DIRECTOR OF**

**ONSA INC.,
a Delaware Corporation**

November 19, 2020

Pursuant to the provisions of Section 141(f) of the General Corporation Law of the State of Delaware (the "DGCL") and the Bylaws of Onsa Inc., a Delaware corporation (the "Corporation"), the undersigned, constituting the sole member of the Board of Directors ("Board") of the Corporation, does hereby dispense with the formality of a special meeting of the Board and adopt the following resolutions as of the date set forth above:

WHEREAS, the Board has determined that, due to its financial condition, the Corporation, along with its sole subsidiary, Onsa LLC ("LLC"), should, in the best interests of the Corporation and its stockholders, enter an assignment for benefit of creditors (the "ABC") with BLKCHN, LLC Financial Advisory Service ("BLKCHN") pursuant to a General Assignment for Benefit of Creditors attached hereto as Exhibit A (the "General Assignment") and other documents to be executed in connection therewith (collectively, with the General Assignment, the "Transaction Documents"); and

WHEREAS, the Board has determined that it is desirable and in the best interests of the Corporation and its stockholders to execute, deliver, pay and perform in accordance with their respective terms the Transaction Documents.

NOW, THEREFORE, BE IT RESOLVED, that the Board approves and authorizes the ABC with BLKCHN;

FURTHER RESOLVED, that the forms, terms and provisions of the Transaction Documents to which the Corporation is to be a party as presented to and considered, together with all transactions contemplated thereby, and all exhibits and schedules thereto, be, and they hereby are, ratified, authorized and approved by the Board;

FURTHER RESOLVED, that ABC with BLKCHN and Transaction Documents shall be presented to the Corporation's stockholders for approval;

FURTHER RESOLVED, that, subject to obtaining the requisite approval of the ABC with BLKCHN and Transaction Documents by the Corporation's stockholders, Louis Mohn be and hereby is, authorized and empowered on behalf and in the name of the Corporation to perform the duties of Interim Chief Executive Officer of the Corporation in respect to the transactions contemplated in the Transaction Documents;

FURTHER RESOLVED, that the Interim Chief Executive Officer of Corporation be, and hereby is, authorized, directed and empowered on behalf of and in the name of Corporation, to execute, deliver and perform (including the payment of all fees thereunder) in accordance with their terms the Transaction Documents, substantially in the forms so reviewed by the Board, together with any and all other ancillary documents related thereto, but with such alterations,

additions, amendments, deletions and/or other changes as the Interim Chief Executive Officer may approve, such approval to be conclusively evidenced by the Interim Chief Executive Officer's execution thereof;

FURTHER RESOLVED, that any action or actions heretofore taken by the Interim Chief Executive Officer or other officers on behalf of the Corporation in connection with the foregoing are hereby ratified and approved as the actions of the Corporation.

(Signature page follows)

This Action by Unanimous Written Consent shall be effective as of the date the Corporation receives the unanimous consent of the Board of Directors of the Corporation. This Action by Unanimous Written Consent may be signed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument, and shall be filed with the minutes of the proceedings of the Board of Directors of the Corporation. Any copy, facsimile, or other reliable reproduction of this Action by Unanimous Written Consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used.

DocuSigned by:

Roger A Bayston

79A79E838901437...

Roger Bayston

Date: November 19, 2020

Exhibit A

General Assignment for Benefit of Creditors