

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7404608

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DI INSIGHTS, LLC	06/28/2022
VENKATA KISHORE MOGATADAKALA	06/28/2022
RECEIVING PARTY DATA	
Name:	TECHNICAL PROSPECTS, LLC
Street Address:	1000 S. COUNTY ROAD CB
City:	APPLETON
State/Country:	WISCONSIN
Postal Code:	54914
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10720236
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:	JPROBST@TECHNICALPROSPECTS.COM
Correspondent Name:	JEREMY PROBST
Address Line 1:	1000 S. COUNTY ROAD CB
Address Line 4:	APPLETON, WISCONSIN 54914
NAME OF SUBMITTER:	VENKATA KISHORE MOGATADAKALA
SIGNATURE:	/VENKATA KISHORE MOGATADAKALA/
DATE SIGNED:	06/28/2022
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 20	
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BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT ("Bill of Sale") is made and entered into effective this 28 of June, 2022, by and between Technical Prospects, LLC, a Wisconsin limited liability company ("Buyer" or "Technical Prospects"), DI Insights, LLC, an Illinois limited liability company ("Seller"), and Venkata Mogatadakala (the "Member").

RECITALS

A. Buyer, Seller, and Member have entered into an Intellectual Property Asset Purchase Agreement dated June 28, 2022 ("IPAPA").

B. This Bill of Sale is executed and delivered by Seller to Buyer at Closing in accordance with the IPAPA

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinbelow set forth and contained in the Agreement, the receipt and sufficiency whereof are hereby acknowledged:

Seller, for itself, its members, successors and assigns, hereby sells, assigns, transfers, conveys and delivers to Buyer all right, title and interest of Seller in the Business Assets, as defined in the IPAPA and including the items defined in the attached Exhibit A.

Seller warrants and represents that as of the Closing, it will have and shall have conveyed to Buyer good and marketable title to all of the Business Assets, free and clear of any claim, lien, encumbrance, mortgage, security interest, pledge, easement or any liability of whatsoever kind or description.

Seller does hereby bind itself to warrant and forever defend title to the Business Assets unto Buyer against the lawful claims and demands of all persons whatsoever.

Seller, for itself, its members, successors and assigns, hereby agrees to execute and deliver to Buyer any and all further documents of conveyance, agreements, assignments, transfers or other undertakings which Assignee may request and which may be necessary to effect and consummate the conveyances herewith contained and the agreements and undertakings more fully set forth herein.

This Bill of Sale and the provisions herein contained shall be binding upon and inure to the benefit of Buyer and Seller and their respective heirs, administrators, successors in interest and assigns.

EXECUTED to be effective as of the 28 day of June, 2022.

DI INSIGHTS, LLC

M. V. Keshore

6/14/2022

Venkata Mogatadakala, Authorized Agent

STATE OF ILLINOIS)
) ss
COUNTY OF)

PATENT
REEL: 060332 FRAME: 0819

THE FOREGOING INSTRUMENT was acknowledged before me this 28 day of June, 2022, by Venkata Mogatadakala, Authorized Agent of DI Insights, LLC.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

EXHIBIT A

Description of Assets

Seller agrees to transfer to Buyer the Business Assets as defined in the IPAPA and the related and included following properties and assets (*but only to the extent related to the Business Assets, Application and Patent and specifically excluding the following related to the Excluded Assets identified in the IPAPA*):

- (a) Any and all Technological Assets, Intellectual Property Rights, Trade Secrets and Confidential Information of Seller, defined as follows:

"Technological Assets" as used herein shall include:

1. "Patents" meaning any patents, or patents that may issue from the Application or Patent, and any patents which may issue from any divisional, continuation, reissue or substitute application based thereon, including any patents which issue from applications not yet made as of the date of this Agreement.
2. "Technology" meaning any Trade Secret, Intellectual Property Rights, Confidential Information, Software, know-how or invention developed by or for Seller or any portion or phase of any scientific or technical information, design, process, procedure, formula, improvement or other information based thereon or related to the Patent or Application. "Technology" shall also include all regulatory clearances and marketing approvals related to the Business Assets.
3. "Software" meaning all Computer Program(s), data compilation(s) and/or other intellectual property of intangible nature developed by or for Seller related to the Application or Patent that are expressed in Object Code and shall consist of the Source Code, Binary Code and Object Code therefor as of the date hereof.
4. "Computer Program" meaning a list of steps or list of statements and/or instructions related to the Application or Patent which are capable when incorporated in a machine-readable medium of causing a computer to indicate, perform or achieve particular functions, tasks or results.
5. "Source Code" meaning the Computer Programs in human readable form.

6. "Object Code" meaning the fully compiled or assembled series of Computer Programs in machine language in either printed form or as stored in software media.
 7. "Binary Code" meaning Computer Program code that loads and executes without further processing by a software compiler or linker, or that results when Source Code is processed by a software compiler.
 8. "Future Improvements" meaning any and all regulatory clearances and marketing approvals, discoveries, inventions and improvements in processes, manufacturing techniques and the like, relative to the articles falling within the scope of the Application, Patents and Technology.
 9. All notes, drawings, designs, formulas, prototypes, business plans, market research, business research, legal research, technical research, ideas, inventions, invention disclosures, and other works, whether or not reduced to practice, developed or commercialized in connection with the development or commercialization of the Business Assets, Patents and Technology including, without limitation, all intellectual property and work product produced by Seller and its respective contractors.
 10. "Intellectual Property Rights" means intellectual property or proprietary rights, including, but not limited to, copyright rights, patent rights (including patent applications and disclosures), rights of priority, Trade Secrets and Technological Assets of Seller, recognized in any country or jurisdiction in the world related to the Application or Patent.
 11. "Trade Secrets" include, but shall not be limited to, any and all written material, instruction manuals, blueprints, technical specifications, account information, customer records, procedures, detail drawings, graphic designs, Technological Assets of Seller, inventions, discoveries, computer programs (both source and object codes) their organization, structure, sequence, logic, coherence, look and feel, subroutines, formulas, design, concept and know-how, and any other material owned or produced by or for Seller, whether or not patented or patentable and whether or not copyrighted or copyrightable, Seller's business plan, marketing strategy, clients and customers, consultants and employees, formats, projections, suppliers, dealers and distributors."
 12. "Confidential Information" includes all Trade Secrets, information, knowledge, design specifications, design criteria, inventions, discoveries, know-how, Patents and Patent rights of Seller, processes and concepts embodied or incorporated in or manifested or represented by any of the Technological Assets of Seller, and all other information that has been marked confidential or is known to be proprietary, whether or not patented or patentable and whether or not copyrighted or copyrightable.
- (b) Any and all documentation, user manuals, and other writings or drawings related to any of the foregoing Technological Assets, Intellectual Property Rights, Trade Secrets and Confidential Information; and

- (c) Supplier or manufacturer identity and contracts, marketing and sales plans, product agreements, strategic contractual relationships, financial information, cost forecasts, pricing information, product research and development and all other concepts or ideas involving or reasonably related to the business or prospective business of Seller.

INTELLECTUAL PROPERTY ASSET PURCHASE AGREEMENT

THIS INTELLECTUAL PROPERTY ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of June 28, 2022 by and among Technical Prospects, LLC, a Wisconsin limited liability company ("Buyer" or "Technical Prospects"), DI Insights, LLC, an Illinois limited liability company ("Seller"), and Venkata Mogatadakala (the "Member").

W I T N E S S E T H:

Preamble

WHEREAS, Seller is engaged in the business of providing software, hardware, product development, consulting, and related services and work product; the Seller's business extends throughout the United States of America (the "Subject Business"); and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, the Business Assets (as defined below) upon the terms and subject to the conditions set forth in this Agreement.

WHEREAS, the Member is the owner of seventy percent (70%) of the Seller and will personally benefit from the transactions contemplated hereby and joins this Agreement for the purposes defined herein.

The Buyer, Seller, and Member, in consideration of the mutual promises hereinafter set forth, do hereby promise and agree as follows.

Article I Assets To Be Purchased

1.1. **Business Assets.** The purchased Assets will include all of the assets and rights owned by, possessed by, whatsoever associated with, wherever located (collectively, the "Business Assets"), specifically excluding without limitation the Excluded Assets (as defined in Section 1.2, below), related to the following assets involved in the Subject Business and the Seller:

(a) Any and all tangible or intangible assets whatsoever related to the "LiveLink Remote Host Screen Sharing Program" and all rights in and to whatsoever related to the name "LiveLink" and all derivations thereof (hereinafter the "Application"). The Application is a developed, structured, scalable and sustainable software program which enables an onsite technologist or engineer to receive real time technical support from an offsite technologist or engineer who can remotely view screen, artifacts, error messages and provide real time technical support, including all information and data collected through use of the Application and any software development, machine learning, algorithms, and models related to and derived therefrom;

(b) USPTO Patent US10,720,236B2 dated July 21, 2020, granted to Seller and Member (as Inventor) (the "Patent"), along with all ownership rights whatsoever and an irrevocable, permanent, perpetual, exclusive license in and to the Patent;

(c) All the assets set forth in Exhibit A to this Agreement;

(d) All websites, software, equipment, computer systems, hardware and related assets used in or related to the Application, including passwords, accounts, and registration and hosting agreements;

(e) Any and all intangible Assets, including the intellectual property, marks, trade names associated with the Application (and any and all derivations and similarities), goodwill, customer lists, sales and financial information, supplier and product information, and other related and similar intangible Assets related to the Application;

(f) To the extent assignable, any and all contract rights with respect to customer agreements, software agreements, supplier and vendor agreements, and other agreements necessary to own, operate, control, develop, and conduct the Business Assets which Buyer desires to have assigned to it;

(g) All prepaid costs and prepaid expenses of the Business Assets (only to the extent Buyer receives the benefit of such costs and expenses); and

(h) All supplies, materials, marketing, sales and advertising literature, catalogues, consumable materials, and samples related to the Business Assets.

1.2. Excluded Assets. Notwithstanding the foregoing, the Business Assets shall not include the following assets of the Seller (collectively, the "Excluded Assets"), including the profits and benefits associated therewith: i) personal property of the Member (only to the extent not related to the Business Assets or specifically identified in the attached Exhibit B); ii) cash and financial accounts of the Seller; iii) leasehold rights/obligations at any Subject Business location; and iv) all assets solely and exclusively related to Seller's website, product, service and related business involving Remote Monitoring to proactively monitor MRI/CT/PET machines 24x7 and avoid helium loss, costly repairs and downtimes v) Utilization analytics software, which communicates with PACS and displays scan count, referring physicians, etc in dashboards; in any case, Seller will not have the right to use the name Livelink or any derivation for any purpose whatsoever.

1.3. Exception to this agreement: Notwithstanding the foregoing, DI Insights reserves the rights to directly sell, distribute, and use the software, with existing features (phone app, screensharing and file access) for its existing customer Sodexo CTM. Direct pricing from DI Insights to Sodexo price can't be lower than 50% price offered through TP (TP minimum pricing @ \$350/month) for initial 36 months. Any software updates developed to add new systems to the live link platform will be added to TP source code repository as TP's IP. DI Insights will indemnify Technical prospects from any legal issues arising out of agreement between DI Insights and Sodexo. When future software upgrades (analytics, PREDICTIVE, etc) are available, if Sodexo is interested in those features and/or any other services Technical prospects offers, Sodexo will be directed to TP. All other customers, should be directed by Seller to purchase Livelink from Buyer.

Article II

Closing; Purchase Price

2.1. Closing. The closing of the purchase and sale contemplated herein shall occur on or before June ____, 2022 (the "Closing Date"); except as otherwise provided herein or hereafter agreed by the parties in writing, Closing shall be effective as of 11:59 pm on the Closing Date.

2.2. Purchase Price. The "Purchase Price" for the Business Assets shall be \$300,000, payable as follows:

(a) The sum of \$180,000 payable in cash at Closing (with credit for and less amounts paid to Thomas S. Wroblewski, S.C. pursuant paragraph 2.6, below) paid to Seller [DI Insights]; and

2.3. The sum of \$120,000 payable in three (3) annual installments of \$40,000 on the anniversary of the Closing, which shall be unsecured and inclusive of interest. Allocation of the Purchase Price. The Purchase Price shall be allocated among the Business Assets as follows.

(i)	Fixed Asset – Application	\$ 250,000
(ii)	Fixed Asset - Patent	<u>\$ 50,000</u>
		\$ 300,000

The parties agree that the sale and purchase of the Business Assets for all purposes, including without limitation, income tax purposes, shall be reflected in a manner consistent with such allocation and that each of the parties will file all forms necessary and execute documents at and after Closing to reflect such allocation.

2.4. Employment Contract. At Closing, the Buyer and Member shall enter into a mutually agreeable Employment Contract in the form attached hereto as Exhibit C.

2.5. Royalty Agreement. At Closing, the Buyer and Member shall enter into a mutually agreeable Royalty Agreement in the form attached hereto as Exhibit D.

2.6. Termination of UCC Lien. Seller is indebted to the U.S. Small Business Administration, 2 North 20th Street, Suite 320, Birmingham AL 35203-0000, as evidence by the UCC Lien Filing Number 027725015 filed with the Illinois Secretary of State ("SBA Debt"). At Seller's direction and request herein, Buyer shall pay a portion of the Purchase Price sufficient to pay off the SBA Debt at Closing to Thomas S. Wroblewski, S.C. Trust Account, whereupon Thomas S. Wroblewski, S.C. will act as escrow agent to pay off the SBA Debt. Buyer shall receive credit towards the Purchase Price in the amount of the SBA Debt payoff.

Article III

Assumption of No Liabilities

The Buyer shall not be obligated under, nor shall the Buyer be, or become liable for any obligation, debt or liability of the Seller or Member incurred anytime, including but not limited to Seller's, Member's, the Excluded Assets', and the Subject Business' debts, claims, obligations, liabilities, accounts payable, known or unknown, contingent or accrued. The Seller and Member jointly and severally covenant and agree to timely pay and discharge the same and indemnify and hold the Buyer harmless therefrom. Seller and Member have jointly and severally made financial accommodations to satisfy all of Seller's creditors, and this Agreement will not impair Seller's ability to do so.

Article IV

Representations of the Seller

The Seller and Member, jointly and severally, hereby represents to the Buyer, as of the date of execution hereof and which shall remain effective through and shall survive the Closing, as follows:

4.1. Title to and Condition of the Business Assets. The Seller (and Member, as applicable) has good and marketable title to all of the Business Assets, tangible and intangible, free and clear of all liens, claims, encumbrances or security interests whatsoever. The Business Assets consist of all of the assets employed in the Subject Business, except related to the Excluded Assets.

4.2. Undisclosed Commitments or Liabilities. There are no commitments, contracts, debts, liabilities or obligations relating to the Subject Business, whether accrued, absolute, contingent or otherwise, for which specific and adequate provisions have not been made by Seller which could have a Material Adverse Effect on the Buyer or the Business Assets going forward, except the SBA Debt which will be paid-off at or before Closing.

4.3. Licenses; Permits. The Seller is in compliance with and has all licenses, permits, registrations and authorizations required by all applicable statutes, laws, ordinances, rules or regulations of any governmental, regulatory or administrative body or agency in the operation of the Subject Business and whatsoever related to the Business Assets and has provided Buyer with copies and evidence of the same.

4.4. Compliance With Laws. The operation of the Subject Business and the use, storage, sale, installation, delivery, and performance of all products, Business Assets, and services by the Subject Business are and have been in material compliance with all statutes, laws, ordinances, rules or regulations of any governmental, regulatory or administrative body or agency.

4.5. Product Warranties. All inventory, products and services provided by the Seller prior to Closing have been in material conformity with all applicable contractual commitments and all expressed or implied warranties, if any. No liability for any warranty claims exists for the repair or replacement thereof or other damages in connection with such products, services, sales or deliveries.

4.6. Customers and Suppliers. The Seller has not received any notice or indication that any of the customers, vendors, or suppliers of the Seller intend to cease doing business or to materially reduce the business transacted with the Seller or to terminate any agreement or relationship with the Seller.

4.7. Environmental. *Intentionally Deleted.*

4.8. Company; Consents. Seller is a valid, duly authorized, legal limited liability company. Member owns Seventy Percent (70%) of Seller and is authorized to execute this Agreement on behalf of Seller. No additional action or consent is required to consummate the transactions contemplated hereby.

4.9. Full Disclosure. No representation or warranty by Seller in this Agreement and no statement contained in any other document furnished or to be furnished to Buyer pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

4.10. 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 or any other transaction document based upon arrangements made by or on behalf of Seller, and Seller shall indemnify, defend, and hold harmless Buyer from and against any claims related thereto.

4.11. Taxes. There are no past or pending or threatened actions or claims by any taxing authority against or regarding Seller, the Business Assets, or the Subject Business.

4.12. Employment Matters. There are no past or pending or threatened actions by any person or governmental, administrative, or regulatory agency regarding Seller's employment activity or business operations. Seller is solely responsible for all legal notices, unemployment compensation, and other matters associated with Seller's employees; this obligation shall survive Closing.

4.13. Insurance. If Seller has any of the following, Seller will provide Buyer with: (a) a true and complete list of all current insurance policies maintained by Seller relating to the Subject Business and the Business Assets (collectively, the "Insurance Policies"); and (b) with respect to the Subject Business or the Business Assets, a list of all pending claims and the claims history for Seller. There are no claims related to the Subject Business or the Business Assets pending under any such Insurance Policies as to which coverage has been questioned, denied or disputed.

4.14. Intellectual Property. The Business Assets that are owned, licensed, operated, or used by Seller, and the conduct of the Subject Business as currently and formerly conducted by Seller, have not, do not and will not infringe, violate or misappropriate any intellectual property or trade secret rights or laws. Seller has not received any communication and no action has been instituted, settled or threatened that alleges any infringement, violation or misappropriation. With respect to the Patent, it has been duly filed in the jurisdiction named in such Patent, is being actively protected, and has not been abandoned or allowed to lapse. There is no action that is pending or, to the knowledge of Seller, threatened that challenges the rights of Seller in respect of any Business Assets or the validity, enforceability or effectiveness thereof. Seller has not received any written communication alleging that it has infringed the intellectual property rights of any third party and there are no actions that are pending or, to the knowledge of Seller, threatened against Seller with respect thereto. To the knowledge of Seller, there is no unauthorized use, infringement or misappropriation of the Business Assets by any third party and there is no action that is pending or threatened by Seller with respect thereto. Notwithstanding anything to the contrary, this representation shall not limit or restrict the transfer to Buyer pursuant to this Agreement of all right, title and interest in and to the Business Assets owned by Seller throughout the world; provided, however, that Seller does not represent, warrant or covenant that any Patent rights in or to the Business Assets exist anywhere outside of the United States of America.

4.15. Condition and Sufficiency of Assets. The Business Assets are, as a whole, sound, in good operating condition and repair, and adequate for the uses to which they are being put, and none of the same or other items of tangible personal property are in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The Business Assets are sufficient for the continued conduct of the Subject Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the Subject Business as currently conducted. None of the Excluded Assets are material to the Business Assets.

4.16. Material Contracts. Seller is not in material breach of, or in material default under, any material contract related to the Business Assets, and, to Seller's knowledge, no other party to any material contract, is in material breach or material default under any material contract related to the Business Assets. Seller has made available to Buyer a complete and correct copy of each material contract related to the Business Assets (or, to the extent that a material contract is oral, has provided a written summary of the material terms of such material contract), including all modifications, amendments and supplements thereto and waivers thereunder.

4.17. Absence of Certain Changes, Events and Conditions. There has not been any event, occurrence or development that has had, or could reasonably be expected to have, individually or in the aggregate, a detrimental Material Adverse Effect on the Business Assets. This representation and warranty shall survive and be effective as of Closing.

4.18. Financial Statements. Complete copies of the unaudited financial statements, consisting of the balance sheet and the related statements of income and retained earnings, equity and cash flow (the "Financial Statements") have been delivered to Buyer. The Financial Statements have been prepared on a consistent basis throughout the period involved. The Financial Statements are based on the books and

records of the Subject Business and fairly present in all material respects the financial condition of the Subject Business as of the respective dates they were prepared and the results of the operations of the Subject Business for the periods indicated.

Article V Mutual Covenants

The Seller, Member, and Buyer each covenant and agree as follows:

5.1. Cooperation. The Buyer, Member, and the Seller shall cooperate with each other and shall cause their respective officers, employees, agents, accountants and representatives to cooperate with each other after the Closing Date to ensure the orderly transition of the Business Assets and Subject Business from the Seller to the Buyer and to minimize any disruption that might result from the transactions contemplated hereby.

5.2. Publicity. The Seller, Member, and the Buyer agree that before and after the Closing no public release or announcement concerning the transactions contemplated hereby shall be issued by any party without the prior written consent of the other parties. After the Closing Date, Seller agrees to fully cooperate with efforts by Buyer to advertise, promote, and secure contracts with and business of the Subject Business' customers and prospective customers.

5.3. Risk of Loss. Risk of loss, damage or destruction to any of the Business Assets shall be upon the Seller on and prior to the Closing Date and thereafter upon the Buyer.

Article VI Closing Deliveries

6.1. Seller's Deliveries. At the Closing, Seller shall deliver the following (Seller's obligations shall survive Closing):

(a) A State Bar of Wisconsin Form Warranty Bill of Sale attached hereto as Exhibit E and such general assignments, certificates of title, and other instruments of conveyance as the Buyer shall require, in a form reasonably satisfactory to the Buyer and Seller, duly executed by the Seller, conveying to the Buyer the Business Assets, free and clear of all liens, claims, encumbrances and security interests. Buyer agrees to provide seller any needed legal guidance to obtain such documents.

(b) Actual or constructive possession of the Business Assets.

(c) A Closing Statement which is satisfactory to the parties.

(d) Such releases, terminations, satisfactions, and further assurances as may be required by Buyer to provide evidence that no security or lending instruments encumber the Business Assets, including Termination Statements related to all UCC Financing Statements. Buyer agrees to provide seller any needed legal guidance to obtain such documents.

(e)

(f) Employment Agreement in the form attached hereto as Exhibit C.

(g) Royalty Agreement in the form attached hereto as Exhibit D.

(h) Assignment Agreement in the form attached hereto as Exhibit F.

(i) A list of all accounts, account numbers, credentials, passwords, usernames, access codes, contact information, etc. whatsoever related the Business Assets, Subject Business, and Business Location and the management and administration of any of the foregoing. Buyer agrees to provide seller any needed legal guidance to obtain such documents.

(j) A Consent Resolution executed by all Members of Seller unanimously agreeing, approving, and ratifying all transactions, documents, and agreements whatsoever related to this Agreement and the Closing.

6.2. Buyer's Deliveries. At the Closing, Buyer shall deliver to the Seller:

(a) Purchase Price in the manner required by Section 2.2, above.

(b) A Closing Statement which is satisfactory to the parties.

(c) Employment Agreement in the form attached hereto as Exhibit C.

(d) Royalty Agreement in the form attached hereto as Exhibit D.

(e) Assignment Agreement in the form attached hereto as Exhibit F.

Article VII Indemnification

7.1. Indemnification of the Buyer. The Seller and Member, each jointly and severally, agree to indemnify the Buyer and to hold it harmless from and against any and all damages, losses, deficiencies, actions, demands, judgments, costs and expenses (including attorneys' and accountants' fees) of or against the Buyer resulting from: (i) any misrepresentation, breach, or warranty hereunder on the part of the Seller or Member; (ii) any nonfulfillment by the Seller of any agreement or covenant contained herein; (iii) any failure of the Seller to pay or perform any liability or obligation of the Seller, the Business Assets, or the Subject Business; (iv) any other obligation or liability whatsoever of the Seller, Excluded Assets, or Member; and (v) any obligation or liability related to the Subject Business and/or the Business Assets prior to the Closing Date.

7.2. Indemnification of the Seller and Member. Buyer shall indemnify, defend, and hold Seller and Member harmless from and against any and all damages, losses, deficiencies, actions, demands, judgments, costs and expenses (including attorneys' and accountants' fees) of or against the Seller or Member from (i) any breach of the representations, warranties, covenants or agreements of Buyer contained in this Agreement or any document or certificate delivered to Seller or Member pursuant to or in connection with this Agreement ; or (ii) any assumed contracts or assumed liability; and (iii) any obligation or liability related to the Business Assets caused by an act or omission of Buyer which accrued after the Closing Date.

7.3. Indemnity Procedures. In the event that any party seeks to assert a right to indemnification pursuant to Sections 7.1 and 7.2, promptly after becoming aware of facts giving rise to such claim such party shall provide the other party with written notice of the claim for indemnity and full information concerning the underlying issue. The indemnifying party shall have the right to participate in or assume control of the defense of the party seeking indemnification, and the party seeking indemnification shall fully cooperate with the indemnifying party. No party shall settle or compromise any claim, action or matter with respect to which indemnification has been or will be sought without the

other party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. If the indemnifying party assumes the defense of a matter, it may use counsel of its choosing and shall not be liable to the other party for any costs or expenses of counsel subsequently incurred by the indemnified party. Failure of any party to give prompt notice of a claim for indemnification shall not affect its right to indemnification except to the extent that the indemnifying party shall have been prejudiced as a result of such failure, and except that the indemnifying party shall not be liable for any expenses incurred during the period in which the indemnified party failed to give notice.

7.4. Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect for the applicable statute of limitations.

7.5. Certain Indemnification Limits. Each indemnified party shall take all reasonable steps to mitigate any loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including filing, pursuing, and assigning insurance claims.

Article VIII Miscellaneous

8.1. Waiver; Amendment. No provision of this Agreement may be amended or waived other than in writing.

8.2. Right to Specific Performance. The parties agree that the Business Assets constitute unique property, that there is no adequate remedy at law for the damage which any of them might sustain for the failure of the others to consummate this Agreement, and, accordingly, that Buyer is entitled to the remedy of specific performance to enforce such consummation.

8.3. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto relating to the subject matter hereof, and all prior agreements, correspondence, discussions and understandings of the parties relating to the subject matter hereof (whether oral or written) are merged herein and made a part hereof.

8.4. No Third-Party Beneficiary. This Agreement is for the benefit of the parties hereto, solely, and no third party is intended to or shall be entitled to claim that he/she/they/it are a beneficiary hereof.

8.5. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.

8.6. Severability. The parties agree that if any provision of this Agreement shall, under any circumstances, be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision reduced in scope or deleted, and the rights and obligations of the parties shall be construed and enforced accordingly.

8.7. Counterparts; Electronic/Facsimile Signatures. This Agreement may be executed in one or more counterparts, facsimile, and/or electronic form, all of which shall be considered but one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties.

8.8. No Joint Venture, Partnership, Employment. Nothing in this Agreement shall be construed to make the parties hereto partners, joint venturers, or to render any of said parties liable for the debts or obligations of any other.

8.9. **Governing Law.** The execution, interpretation and performance of this Agreement, and any disputes with respect to the transactions contemplated by this Agreement, shall be governed by the internal laws and judicial decisions of the State of Wisconsin applicable to contracts made and to be performed entirely within the State of Wisconsin. The Circuit Courts of Outagamie County, Wisconsin shall have exclusive jurisdiction and venue.

Article IX Conditions to Closing

The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of Seller and Member contained in this Agreement, the other transaction documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all material respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date.

(b) The Seller and Member shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other transaction documents to be performed or complied with by it/him prior to or on the Closing Date.

(c) The Seller shall have delivered forms of payoff letters, in form and substance satisfactory to Buyer, from all creditors with respect to all indebtedness that is or could become secured by any of the Business Assets, in each case, that is outstanding as of immediately prior to the Closing, which letters shall set forth the full outstanding payoff amounts as of the Closing and terms of full satisfaction with respect thereto. Buyer agrees to provide a template document.

(d) From the date of this Agreement, there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect. "Material Adverse Effect" means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or (with respect to related matters) in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of the Subject Business, (b) the value of the Business Assets, or (c) the ability of Seller or Buyer to consummate the transactions contemplated hereby on a timely basis.

(e) Buyer shall have received all permits and licenses that are necessary for it to conduct the Subject Business as of the Closing Date.

(f) Buyer shall have entered into contracts with or received all assignments of contracts deemed necessary for Buyer to conduct and operate the Subject Business after Closing.

(g) Buyer's satisfaction with due diligence investigation and inspection by Buyer and its agents and representatives concerning the Business Assets, financial statements, and financial and legal matters with respect to the Seller, the Business Location, the Subject Business, and the Business Assets.

ASSET PURCHASE AGREEMENT

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

BUYER: Technical Prospects, LLC

By: _____
Name: Jeremy Probst
Title: President, CEO

SELLER: DI Insights, LLC

By: M. V. Mogatadakala 6/14/2022
Name: Venkata Mogatadakala
Title: President

MEMBER: M. V. Mogatadakala 6/14/2022
Venkata Mogatadakala, personally

ASSET PURCHASE AGREEMENT

EXHIBIT A – BUSINESS ASSETS

ASSET PURCHASE AGREEMENT

EXHIBIT B – EXCLUDED ASSETS

ASSET PURCHASE AGREEMENT

EXHIBIT C – EMPLOYMENT AGREEMENT

ASSET PURCHASE AGREEMENT

EXHIBIT D – ROYALTY AGREEMENT

ASSET PURCHASE AGREEMENT

EXHIBIT E – BILL OF SALE

ASSET PURCHASE AGREEMENT
EXHIBIT F – ASSIGNMENT AGREEMENT