

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7693819

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KRUNE RESEARCH HOLDINGS, LLC	12/02/2022
RECEIVING PARTY DATA	
Name:	COGNITIVE SCIENCE & SOLUTIONS, INC.
Street Address:	C/O CAPITAL SERVICES, INC.
Internal Address:	108 LAKELAND AVENUE
City:	DOVER
State/Country:	DELAWARE
Postal Code:	19901
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	17242374
Application Number:	63124923
PCT Number:	WO2022133384
CORRESPONDENCE DATA	
Fax Number:	(407)841-2343
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	4078412330
Email:	jlalan@allendyer.com
Correspondent Name:	RICHARD K. WARTHER
Address Line 1:	1135 EAST STATE ROAD 434
Address Line 2:	SUITE 3001
Address Line 4:	WINTER SPRINGS, FLORIDA 32708
ATTORNEY DOCKET NUMBER:	0133185
NAME OF SUBMITTER:	RICHARD K. WARTHER
SIGNATURE:	/RICHARD K. WARTHER/
DATE SIGNED:	12/14/2022
Total Attachments: 13	
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PATENT PURCHASE AND ASSIGNMENT AGREEMENT

This Patent Purchase and Assignment Agreement (this "*Agreement*") is entered into effective as of December 2, 2022 (the "*Effective Date*"), by and between Krune Research Holdings, LLC, a Maryland limited liability company ("*Assignor*"), and Cognitive Science & Solutions, Inc., a Delaware corporation ("*Assignee*").

WHEREAS, Assignor owns all right, title, and interest in and to U.S. Patent Publication No. 2022/0188116 (Application Serial No. 17/242,374 filed on April 28, 2021) for AI Synaptic Coprocessor (the "*Patent Application*"), which claims priority to commonly assigned U.S. Provisional Patent Application No. 63/124,923 filed December 14, 2020 for AI Synaptic Coprocessor (the "*Provisional Patent Application*");

WHEREAS, Assignor owns all right, title, and interest in and to the PCT Publication WO 2022/133384 (Application No. PCT/US2021/072625) for AI Synaptic Coprocessor (the "*PCT Application*"), and together with the Patent Application and Provisional Patent Application are referred to collectively as the "*Assigned Patent Applications*";

WHEREAS, Assignor wishes to sell, transfer, and assign to Assignee, and Assignee wishes to purchase and receive from Assignor, all right, title, and interest in and to the Assigned Patent Applications in exchange for certain shares in Assignee, as further described herein (the "*Sale*");

WHEREAS, immediately following the Sale, Assignor intends to distribute all of the Shares (as defined herein) to its equityholders in liquidation of Assignor (the "*Liquidation*"); and

WHEREAS, the parties intend for the Sale and Liquidation to be collectively treated as a reorganization within the meaning of Section 368(a)(1)(C) of the Internal Revenue Code of 1986, as amended (the "*Code*"), and for this Agreement to be treated as a "plan of reorganization" in connection therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Share Transfer. In full consideration for the assignment of the Assigned Patent Applications described herein, Assignee hereby agrees to issue to Assignor 1,000,000 shares (the "*Shares*") of Assignee's common stock, par value \$0.00001 per share, pursuant to the Restricted Stock Purchase Agreement in substantially the form attached hereto as Exhibit A.
2. Patent Assignment. Assignor hereby assigns, conveys, and transfers to Assignee, and Assignee hereby accepts and receives from Assignor, all rights, titles, and interests in and to the Assigned Patent Applications, including without limitation: (i) the invention or inventions therein shown and described and any improvements on the inventions heretofore or hereafter made, and any corresponding extensions, renewals, priority rights, continuations, divisionals, reissues, foreign counterparts, or other such rights, and all patents, United States and foreign, to be granted upon any such application or applications or for the invention or inventions thereof; (ii) the right to sue and collect damages for any past, present, or future infringement of any of the foregoing; and (iii) the right to license and collect royalties for granting rights to any of the foregoing. Without limiting the foregoing, all such rights will be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been entered into. The Assignor does hereby authorize and request the Commissioner of Patents to issue all patents on the Assigned Patent Applications or for the invention or inventions hereof, in accordance with this Assignment.
3. Taxes. Each party to this Agreement agrees to treat the Sale and Liquidation as a reorganization within the meaning of section 368(a)(1)(C) of the Code and adopts this Agreement as a "plan of reorganization" (as defined in Treasury Regulations Section 1.368-2(g)). As a part of the plan of reorganization described in this Section 3, on the Effective Date (or promptly after receipt thereof), Assignor shall distribute to its equityholders

in liquidation of Assignor, all of the Shares, with such distribution intended to meet the requirements of Code Section 368(a)(2)(G).

4. Further Assurances. Assignor will, at no further cost to Assignee, take any actions (including without limitation execution and delivery of any documents) reasonably requested by Assignee or its direct or indirect successors or assigns from time to time to evidence, effect, perfect, record, or maintain the transactions set forth herein and Assignee's resulting ownership of the Assigned Patent Applications.

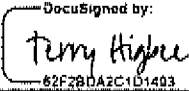
5. General. This Agreement will be governed by the laws of the State of Delaware without regard to conflict of laws principles. This Agreement constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to its subject matter. This Agreement may be executed in several counterparts, each of which will constitute an original and all of which, when taken together, will constitute one and the same agreement. Facsimile or .pdf signatures have the same force and effect as an original.

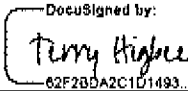
* * *

IN WITNESS WHEREOF, each party has caused this Agreement to be executed as of the Effective Date.

KRUNE RESEARCH HOLDINGS, LLC

COGNITIVE SCIENCE & SOLUTIONS, INC.

By: 62F2BDA2C1D1493

By: 62F2BDA2C1D1493

Name: Terry Higbee

Name: Terry Higbee

Title: Co-founder, COO

Title: Co-founder, COO

**Cognitive Science & Solutions, Inc.
Patent Purchase and Assignment Agreement**

**PATENT
REEL: 062086 FRAME: 0523**

EXHIBIT A

RESTRICTED STOCK PURCHASE AGREEMENT

[attached]

COGNITIVE SCIENCE & SOLUTIONS, INC.

RESTRICTED STOCK PURCHASE AGREEMENT

This Restricted Stock Purchase Agreement (this "*Agreement*") is made as of (the "*Effective Date*"), by and between Cognitive Science & Solutions, Inc., a Delaware corporation (the "*Company*"), and Krune Research Holdings, LLC, a Maryland limited liability company (the "*Purchaser*").

On or about the date hereof, the Company and the Purchaser have entered into that certain IP Purchase and Assignment Agreement (the "*Assignment Agreement*"); and

Pursuant to the Assignment Agreement, the Company has agreed to issue the Purchased Shares (as defined below) to the Purchaser as set forth herein.

In consideration of the mutual covenants and representations set forth below, the Company and the Purchaser agree as follows:

1. ***Purchase of Shares.***

1.1 ***Purchase of Stock.*** Subject to the terms and conditions of this Agreement, the Company agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Company on the Effective Date 1,000,000 shares (the "*Purchased Shares*") of the Company's common stock, par value \$0.00001 per share (the "*Common Stock*"), for a price of \$0.00001 per share (the "*Purchase Price*").

1.2 ***Payment.*** The Purchase Price for the Purchased Shares is deemed to be paid in full upon execution by the Company and the Purchaser of the Assignment Agreement pursuant to the terms thereof.

1.3 ***Delivery of Certificates.*** Any certificates representing the Purchased Shares shall be delivered to the Purchaser promptly following the Effective Date, unless such Purchased Shares are held in uncertificated form.

1.4 ***Stockholder Rights.*** The Purchaser (or any successor in interest) shall have all the rights of a stockholder (including voting, dividend and liquidation rights) with respect to the Purchased Shares, subject to the transfer restrictions set forth in this Agreement.

1.5 ***New, Substituted or Additional Securities.*** Appropriate adjustments to reflect any new, substituted or additional securities or other property (including cash paid other than as a regular cash dividend) which is by reason of any Change in Control (as defined below), Recapitalization (as defined below) or Reorganization (as defined below) distributed with respect to the Purchased Shares shall be made to the number and/or class of Purchased Shares subject to this Agreement in order to reflect the effect of any such Change in Control, Recapitalization or Reorganization upon the Company's capital structure; *provided, however*, that the aggregate Purchase Price shall remain the same.

(a) "***Change in Control***" shall mean a change in ownership or control of the Company effected through any of the following transactions:

(i) a merger, consolidation or other reorganization approved by the Company's stockholders, unless securities representing more than fifty percent (50%) of the total combined voting power of the voting securities of the successor corporation are immediately thereafter

beneficially owned, directly or indirectly and in substantially the same proportion, by the persons who beneficially owned the Company's outstanding voting securities immediately prior to such transaction; or

(ii) a stockholder-approved sale, transfer or other disposition of all or substantially all of the Company's assets in liquidation or dissolution of the Company; or

(iii) the acquisition, directly or indirectly by any person or related group of persons (other than the Company or a person that directly or indirectly controls, is controlled by, or is under common control with, the Company), of beneficial ownership (within the meaning of Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "*Exchange Act*")) of securities possessing more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities pursuant to a stock purchase transaction or a tender or exchange offer made directly to the Company's stockholders (except that the sale by the Company of shares of its capital stock to investors in bona fide capital raising transactions shall not be deemed to be a Change in Control for this purpose).

In no event shall any public offering of the Company's securities be deemed to constitute a Change in Control.

(b) "*Recapitalization*" shall mean any stock split, stock dividend, recapitalization, combination of shares, exchange of shares or other change affecting the outstanding Common Stock as a class without the Company's receipt of consideration.

(c) "*Reorganization*" shall mean either of (i) a reverse merger in which the Company is the surviving entity but in which the Company's outstanding voting securities are transferred in whole or in part to a person or persons different from the persons holding those securities immediately prior to the merger; or (ii) any transaction effected primarily to change the state in which the Company is incorporated or to create a holding company structure.

2. *Securities Law Compliance.*

2.1 *Reliance on the Purchaser's Representations.* The Purchased Shares have not been registered under the Securities Act of 1933, as amended (the "*Securities Act*") and are being issued to the Purchaser in reliance upon the exemption from such registration provided by Section 4(a)(2) of the Securities Act, Rule 506(b) adopted under the Securities Act, or such other exemptions as shall be available under applicable law, based in part upon the Purchaser's representations set forth in this Agreement. The Purchaser understands that the availability of these exemptions depends upon the representations of the Purchaser to the Company in this Agreement being true and correct.

2.2 *Purchase for Investment.* The Purchaser is purchasing the Purchased Shares solely for investment purposes, and not for further distribution. The Purchaser's entire legal and beneficial ownership interest in the Purchased Shares is being purchased and shall be held solely for the Purchaser's account. The Purchaser is not a party to, and does not presently intend to enter into, any contract or other arrangement with any other person or entity involving the resale, transfer, grant of participations with respect to or other distribution of any of the Purchased Shares.

2.3 *Investment Experience; Economic Risk.* The Purchaser can properly evaluate the merits and risks of an investment in the Purchased Shares and can protect the Purchaser's own interests in this regard, whether by reason of the Purchaser's own business and financial expertise, the business and financial expertise of certain professional advisors unaffiliated with the Company with whom the Purchaser has consulted, or the Purchaser's preexisting business or personal relationship with

the Company or any of its officers, directors or controlling persons. The Purchaser realizes that the purchase of the Purchased Shares involves a high degree of risk, and that the Company's future prospects are uncertain. The Purchaser is able to hold the Purchased Shares indefinitely if required, and is able to bear the loss of the Purchaser's entire investment in the Purchased Shares.

2.4 **Disclosure of Information.** The Purchaser is sufficiently aware of the Company's business affairs and financial condition to reach an informed and knowledgeable decision to acquire the Purchased Shares. The Purchaser has had the opportunity to discuss the plans, operations and financial condition of the Company with its officers, directors or controlling persons, and has received all information the Purchaser deems appropriate for assessing the risk of an investment in the Purchased Shares.

2.5 **Restricted Securities.** The Purchaser hereby confirms that the Purchaser has been informed that the Purchased Shares are restricted securities under the Securities Act and may not be resold or transferred unless the sale is first registered under the applicable federal and state securities laws or unless an exemption from such registration is available and that the Company is under no obligation to register any subsequent proposed resale of the Purchased Shares by the Purchaser. The Purchaser is familiar with Rule 144 adopted under the Securities Act, which in some circumstances permits limited public resales of "restricted securities" like the Purchased Shares acquired from an issuer in a non-public offering. The Purchaser understands that the Purchaser's ability to sell the Purchased Shares under Rule 144 in the future is uncertain, and will depend upon, among other things (i) the availability of certain current public information about the Company, (ii) the resale occurring more than one year after the Purchaser's purchase and full payment (within the meaning of Rule 144) for the Purchased Shares and (iii) if Purchaser is an affiliate of the Company, or a non-affiliate who has held the Purchased Shares less than two years after Purchaser's purchase and full payment, (A) the sale being made through a broker in an unsolicited "broker's transaction" or in transactions directly with a market maker, as said term is defined under the Exchange Act, (B) the amount of Purchased Shares being sold during any three month period not exceeding the specified limitations stated in Rule 144 and (C) timely filing of a notice of proposed sale on Form 144, if applicable.

2.6 **Availability of Rule 144.** The Purchaser understands that the requirements of Rule 144 may never be met, and that the Purchased Shares may never be saleable. The Purchaser further understands that at the time the Purchaser wishes to sell the Purchased Shares, there may be no public market for the Company's stock upon which to make such a sale, or the current public information requirements of Rule 144 may not be satisfied, either of which would preclude the Purchaser from selling the Purchased Shares under Rule 144 even if the one-year minimum holding period had been satisfied. The Purchaser understands that although Rule 144 is not exclusive, the Securities and Exchange Commission (the "**SEC**") has stated that persons proposing to sell private placement securities other than in a registered offering or pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk.

2.7 **Disposition of Purchased Shares.** The Purchaser shall make no disposition of the Purchased Shares (other than a Permitted Transfer (as defined below)) unless and until there is compliance with all of the following requirements:

(a) the Purchaser shall have provided the Company with a written notice containing detailed information regarding the proposed disposition;

(b) the Purchaser shall have complied with all requirements of this Agreement applicable to the disposition of the Purchased Shares; and

(c) the Purchaser shall have provided the Company with an opinion of counsel to the effect that (i) such sale will not require registration, and the Company shall have notified the Purchaser in writing that its counsel concurs in such opinion, or (ii) all appropriate action necessary for compliance with the registration requirements of the Securities Act has been taken. The Purchaser understands that neither the Company nor its counsel is obligated to provide the Purchaser with the opinion required by (i) above.

2.8 **Address.** The address of the Purchaser's principal office is set forth on the signature page to this Agreement.

2.9 **Accredited Investor.** Purchaser confirms its status as an "accredited investor" as defined in Rule 501(a) under the 1933 Act. Purchaser agrees to furnish any additional information requested by the Company or any of its affiliates to assure compliance with applicable U.S. federal and state securities laws in connection with the issuance of the Purchased Shares.

3. **Transfer Restrictions.**

3.1 **Restriction on Transfer.** Except for any Permitted Transfer, the Purchaser shall not transfer, assign, encumber or otherwise dispose of any of the Purchased Shares in contravention of any of the transfer restrictions set forth in this Agreement.

3.2 **Transferee Obligations.** Each person (other than the Company) to whom the Purchased Shares are transferred by means of a Permitted Transfer must, as a condition precedent to the validity of such transfer, acknowledge in writing to the Company that such person is bound by the provisions of this Agreement and that the transferred shares remain subject to the restrictions set forth herein to the same extent such shares would be so subject if retained by the Purchaser.

3.3 **Permitted Transfers.** "Permitted Transfer" shall mean transfers to affiliates (as that term is defined in the Securities Act of 1933) of Purchaser, conditioned on such transferee's execution of an agreement agreeing to be bound by the terms and conditions of this Agreement, including representations and warranties of Purchaser contained herein.

3.4 **Market Stand-Off.**

(a) In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act, including the Company's initial public offering, the Owner shall not (i) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any securities of the Company, including (without limitation) shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock (whether now owned or hereafter acquired) or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any securities of the Company, including (without limitation) shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock (whether now owned or hereafter acquired), whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of securities, in cash or otherwise without the prior written consent of the Company or its underwriters. Such restriction (the "**Market Stand-Off**") shall be in effect for such period of time from and after the effective date of the final prospectus for the offering as may be requested by the Company or such underwriters. In no event, however, shall such period exceed one hundred eighty (180) days (the "**Lock-Up Period**"), and the Market Stand-Off shall in no event be applicable to any underwritten public offering effected more than two (2) years after the effective date of

the Company's initial public offering. Notwithstanding the foregoing, if (I) during the period that begins on the date that is seventeen (17) days before the last day of the Lock-Up Period and ends on the last day of the Lock-Up Period, the Company issues an earnings release or material news or a material event relating to the Company occurs; or (II) prior to the expiration of the Lock-Up Period the Company announces that it will release earnings results during the sixteen (16) day period beginning on the last day of the Lock-Up Period, then the restrictions imposed herein shall continue to apply until the expiration of the date that is eighteen (18) days after the date on which the issuance of the earnings release or material news or material event occurs. As used herein, "**Owner**" shall mean the Purchaser and all subsequent holders of Purchased Shares who derive their chain of ownership through a Permitted Transfer from the Purchaser.

(b) The Owner shall be subject to the Market Stand-Off provided and only if the similarly situated officers and directors of the Company also are subject to similar restrictions.

(c) Any new, substituted or additional securities which are by reason of any Change in Control, Recapitalization or Reorganization distributed with respect to the Purchased Shares shall be immediately subject to the Market Stand-Off, to the same extent the Purchased Shares are at such time covered by such provisions.

(d) In order to enforce the Market Stand-Off, the Company may impose stop-transfer instructions with respect to the Purchased Shares until the end of the applicable stand-off period.

3.5 **Restrictive Legends.** The Purchaser understands and agrees that the Company shall cause the legends set forth below, or substantially equivalent legends, to be placed upon any certificate(s) evidencing ownership of the Purchased Shares, together with any other legends that may be required by the Company or by applicable federal or state securities laws:

"THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS, OR UNLESS THE CORPORATION HAS RECEIVED AN OPINION OF COUNSEL OR OTHER EVIDENCE, REASONABLY SATISFACTORY TO THE CORPORATION AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED."

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND AGREEMENTS CONTAINED IN A RESTRICTED STOCK PURCHASE AGREEMENT BETWEEN THE CORPORATION AND THE ORIGINAL HOLDER OF THESE SHARES. A COPY OF THE RESTRICTED STOCK PURCHASE AGREEMENT AND ALL APPLICABLE AMENDMENTS THERETO WILL BE FURNISHED BY THE COMPANY TO THE RECORD HOLDER OF THIS CERTIFICATE WITHOUT CHARGE UPON WRITTEN REQUEST TO THE COMPANY AT ITS PRINCIPAL PLACE OF BUSINESS OR REGISTERED OFFICE."

3.6 **Stop-Transfer Notices.** The Purchaser agrees that to ensure compliance with the restrictions referred to in this Agreement, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

3.7 **Refusal to Transfer.** The Company shall not be required to (i) transfer on its books any Purchased Shares which have been sold or transferred in violation of the provisions of this Agreement or (ii) treat as the owner of the Purchased Shares, or otherwise to accord voting, dividend or liquidation rights to, any transferee to whom the Purchased Shares have been transferred in contravention of this Agreement.

4. **Right of First Refusal.**

4.1 **Grant of Right of First Refusal.** The Company is hereby granted the right of first refusal (the "**First Refusal Right**"), exercisable in connection with any proposed transfer of Purchased Shares. For purposes of this Section 4, the term "**transfer**" shall include any sale, assignment, pledge, encumbrance or other disposition of the Purchased Shares intended to be made by the Owner, but shall not include any Permitted Transfer. The Company in its sole discretion may designate and assign one or more employees, officers, directors or stockholders of the Company or other persons or organizations to exercise all or part of the Company's First Refusal Right.

4.2 **Notice of Intended Disposition.** In the event any Owner of Purchased Shares desires to accept a bona fide third-party offer for the transfer of any or all of such shares (the Purchased Shares subject to such offer to be hereinafter referred to as the "**Target Shares**"), the Owner shall promptly deliver to the Company (or its assignee(s)) written notice (the "**Disposition Notice**") stating (i) the Owner's bona fide intention to transfer the Target Shares, (ii) the identity of the third-party transferee, (iii) the number of Target Shares being transferred to each proposed transferee, (iv) the bona fide cash price or other consideration for which the Owner proposes to transfer the Target Shares, and (v) provide satisfactory proof that the disposition of the Target Shares to such third-party offeror would not be in contravention of the provisions set forth in Sections 2 and 3.

4.3 **Exercise of the First Refusal Right.**

(a) The Company (or its assignee(s)) shall, for a period of 60 days following receipt of the Disposition Notice, have the right to repurchase any or all of the Target Shares subject to the Disposition Notice upon the same terms as those specified therein or upon such other terms (not materially different from those specified in the Disposition Notice) to which the Owner consents. Such right shall be exercisable by delivery of written notice (the "**Exercise Notice**") to the Owner prior to the expiration of the 60-day exercise period. If such right is exercised with respect to all the Target Shares, then the Company (or its assignee(s)) shall effect the repurchase of such shares, including payment of the purchase price, not more than 30 days after delivery of the Exercise Notice and at such time the certificates representing the Target Shares shall be delivered to the Company (or its assignee(s)).

(b) Should the purchase price specified in the Disposition Notice be payable in property other than cash or evidences of indebtedness, the Company (or its assignee(s)) shall have the right to pay the purchase price in the form of cash equal in amount to the value of such property. If the Owner and the Company (or its assignee(s)) cannot agree on such cash value within 30 days after the Company's (or its assignee(s)) receipt of the Disposition Notice, the valuation shall be made by an appraiser of recognized standing selected by the Owner and the Company (or its assignee(s)) or, if they cannot agree on an appraiser within 60 days after the Company's (or its assignee(s)) receipt of the Disposition Notice, each shall select an appraiser of recognized standing and the two appraisers shall designate a third appraiser of recognized standing, whose appraisal shall be determinative of such value. The cost of such appraisal shall be shared equally by the Owner and the Company (or its assignee(s)). The closing shall then be held on the later of (i) the 30th day following delivery of the Exercise Notice or (ii) the 30th day after such valuation shall have been made.

4.4 ***Non-Exercise of the First Refusal Right.*** In the event the Company (or its assignee(s)) elects not to purchase any of the Target Shares, the Exercise Notice is not given to the Owner prior to the expiration of the 60-day exercise period or the Company (or its assignee(s)) shall elect to purchase less than all of the Target Shares, then the Owner may sell or otherwise transfer such Target Shares to that proposed transferee, *provided that* (i) the transfer is made only on the terms provided for in the notice, with the exception of the purchase price, which may be either the price listed in the Disposition Notice or any higher price, (ii) such transfer is consummated within sixty (60) days after the date such election is delivered to the Owner or the expiration of the Company's (or its assignee(s)) 60-day expiration period, whichever is applicable, (iii) the transfer is effected without violating the provisions of Sections 2 and 3, and if requested by the Company (or its assignee(s)), the Owner shall have delivered an opinion of counsel acceptable to the Company (or its assignee(s)) as provided by Section 2 and (iv) the proposed third-party transferee agrees in writing that the provisions of Sections 2, 3 and 4 shall continue to apply to the transferred Target Shares in the hands of such proposed third-party transferee. In the event the Owner does not effect such sale or disposition of the Target Shares within the specified 60-day period, then before any such Target Shares may be transferred, a new Disposition Notice shall be given to the Company (or its assignee(s)) and the First Refusal Right shall continue to be applicable as described in this Section 4.

4.5 ***Recapitalization/Reorganization.***

(a) Any new, substituted or additional securities or other property which is by reason of any Recapitalization distributed with respect to the Purchased Shares shall be immediately subject to the First Refusal Right, but only to the extent the Purchased Shares are at the time covered by such right.

(b) In the event of a Reorganization, the First Refusal Right shall remain in full force and effect and shall apply to the new capital stock or other property received in exchange for the Purchased Shares in consummation of the Reorganization, but only to the extent the Purchased Shares are at the time covered by such right.

4.6 ***Termination of Right of First Refusal.*** The First Refusal Right shall terminate as to all of the Purchased Shares upon the earlier of (i) the closing date of the first sale of Common Stock of the Company to the general public pursuant to a registration statement filed with and declared effective by the SEC under the Securities Act or (ii) the closing date of a Change in Control.

5. ***Tax Disclosures.*** The Purchaser has reviewed with the Purchaser's own tax advisors the federal, state, local and foreign tax consequences of the purchase of the Purchased Shares and the transactions contemplated by this Agreement. The Purchaser is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Purchaser understands that the Purchaser (and not the Company) shall be responsible for any tax liability that may arise as a result of the transactions contemplated by this Agreement.

6. ***General Provisions.***

6.1 ***Assignment.*** The Company in its sole discretion may designate and assign one or more employees, officers, directors or stockholders of the Company or other persons or organizations to exercise all or a part of the Company's right to purchase shares of Common Stock pursuant to Section 4.

6.2 **Entire Agreement.** This Agreement and the exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the subject matter hereof and may only be modified or amended in writing signed by both parties.

6.3 **Severability.** Should any provision of this Agreement be found to be illegal or unenforceable, the other provisions shall nevertheless remain effective and shall remain enforceable to the greatest extent permitted by law.

6.4 **Adjustment for Stock Split.** All references to the number of Purchased Shares and the Purchase Price of the Purchased Shares in this Agreement shall be adjusted to reflect any stock dividend, stock split, combination, recapitalization, reclassification or other similar event with respect to the Purchased Shares that may be made after the date of this Agreement.

6.5 **Notices.** Any notice required to be given or permitted under this Agreement or by virtue of the Purchaser's status as a stockholder of the Company shall be in writing and shall be delivered personally by hand or by courier, mailed by United States first-class mail, postage prepaid, or registered or certified mail, sent by facsimile or electronic mail directed to the party entitled to such notice at the address, facsimile number or electronic mail address, as applicable, indicated for such person on the signature page hereto, or at such other address, facsimile number or electronic mail address as such party may designate by ten (10) days' advance written notice to the other parties hereto. All such notices and other communications shall be effective or deemed given upon personal delivery, on the date of mailing, upon confirmation of facsimile transfer or upon confirmation of electronic mail delivery.

(a) An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes if sent with return receipt requested to the electronic mail address specified by the receiving party in a signed writing in a nonelectronic form. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form ("**Nonelectronic Notice**") which shall be sent to the requesting party within ten days of receipt of the written request for Nonelectronic Notice.

(b) The undersigned generally consents to the delivery of any notice pursuant to the Delaware General Corporation Law (the "**DGCL**"), as amended or superseded from time to time, by Electronic Notice, pursuant to Section 232 of the DGCL, at the electronic mail address or the facsimile number as set forth in the books of the Company. To the extent that any notice given via electronic transmission is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected electronic mail address has been provided, and such attempted Electronic Notice shall be ineffective and deemed to not have been given. The undersigned agrees to promptly notify the Company of any change in the undersigned's electronic mail address, but failure to do so shall not affect the foregoing.

6.6 **No Waiver.** The failure of the Company in any instance to exercise its rights under Section 4 hereof shall not constitute a waiver of any other rights that may subsequently arise under the provisions of this Agreement or any other agreement between the Company and the Purchaser. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition, nor prevent that party from thereafter enforcing any other provision of this Agreement. The rights granted both parties hereunder are cumulative and shall not constitute a waiver of either party's right to assert any other legal remedy available to it.

6.7 **Cancellation of Shares.** If the Company shall make available, at the time and place and in the amount and form provided in this Agreement, the consideration for the Purchased Shares

to be repurchased in accordance with the provisions of this Agreement, then from and after such time, the person from whom such shares are to be repurchased shall no longer have any rights as a holder of such shares (other than the right to receive payment of such consideration in accordance with this Agreement). Such shares shall be deemed purchased in accordance with the applicable provisions hereof, and the Company (or its assignee) shall be deemed the owner and holder of such shares, whether or not the certificates therefor have been delivered as required by this Agreement.

6.8 **Purchaser Undertaking.** The Purchaser hereby agrees upon the Company's request to take any additional action and execute any additional documents or instruments the Company may deem reasonably necessary or advisable in order to carry out or effect the purposes or intent of this Agreement, including one or more of the obligations or restrictions imposed on either the Purchaser or the Purchased Shares pursuant to the provisions of this Agreement. The Purchaser hereby further agrees to enter into such shareholder agreements and other documents reasonably requested by the Company or the investors in any subsequent financing of the Company on substantially similar terms as similarly situated persons (including other persons required to become parties thereto as a "Principal Stockholder," "Common Stockholder," "Founder" or the like).

6.9 **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS WITHOUT RESORT TO THAT STATE'S CONFLICT-OF-LAWS RULES.

6.10 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and upon the Purchaser, the Purchaser's assigns and the legal representatives, heirs and legatees of the Purchaser's estate, whether or not any such person shall have become a party to this Agreement and have agreed in writing to join herein and be bound by the terms hereof.

6.11 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

6.12 **Telecopy Execution and Delivery.** A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties to this Agreement, and an executed copy of this Agreement may be delivered by one or more parties to this Agreement by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party to this Agreement, all parties to this Agreement agree to execute an original of this Agreement as well as any facsimile, telecopy or other reproduction of this Agreement.

6.13 **Legal Advice.** The Purchaser understands that Egan Nelson LLP has acted solely as legal counsel for the Company with respect to the preparation of this Agreement and all other matters pertaining to the formation of the Company and has not acted as legal counsel, as advisor or in any other advisory or representative capacity for the Purchaser.

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[Signature Page Follows]