

## PATENT ASSIGNMENT COVER SHEET

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<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SYNERGY BLUE, LLC	11/24/2021
<b>RECEIVING PARTY DATA</b>	
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<b>City:</b>	LAS VEGAS
<b>State/Country:</b>	NEVADA
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<b>Property Type</b>	<b>Number</b>
Patent Number:	10964159
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<b>DATE SIGNED:</b>	03/14/2023
<b>Total Attachments: 31</b>	
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**ASSET PURCHASE AGREEMENT**

**DATED NOVEMBER 24, 2021**

**BY AND BETWEEN**

**AKKADIAN ENTERPRISES**

**AND**

**SYNERGY BLUE, LLC**

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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into as of November 24, 2021, by and between Akkadian Enterprises, a Nevada corporation ("Buyer"), and Synergy Blue, LLC, a limited liability company organized under the Laws of the Augustine Band of Cahuilla Indians ("Seller"). Capitalized terms used herein and not otherwise defined will have the meanings set forth in Section 6.1.

WHEREAS, Seller desires to sell the Assets to Buyer and Buyer desires to purchase the Assets from Seller, subject in each case to the terms and conditions set forth in this Agreement; and

WHEREAS, Seller and Buyer will each receive substantial consideration as a result of the transactions contemplated by this Agreement.

NOW, THEREFORE, the parties hereto (each, a "Party" and, collectively, the "Parties"), in consideration of the mutual representations, warranties and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

### ARTICLE I PURCHASE AND SALE OF ASSETS

Section 1.1 Purchase and Sale of Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller hereby sells, transfers, assigns and conveys ("Transfer") to Buyer, and Buyer purchases from Seller, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Seller's right, title and interest in, to and under all of the properties, rights and assets of every kind and nature, tangible and intangible, whether real, personal or mixed, whether accrued, contingent or otherwise and wherever situated or located, relating to or used or held for use in connection with, the Business (other than the Excluded Assets) (collectively, the "Assets"), including, without limitation, the following:

- (a) the Acquired Intellectual Property;
- (b) the Acquired Software;
- (c) all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories used in connection with or relating to the Business;
- (d) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and other tangible personal property;
- (e) all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Assets;
- (f) originals, or where not available, copies, of all books and records relating to the Business, including sales history, customer purchasing histories, customer and consumer complaints received by Seller, commercial invoices and entry documents; and
- (g) all goodwill and the going concern value of the Business.

Section 1.2 Excluded Assets. Notwithstanding anything to the contrary herein, nothing herein will be deemed to constitute an agreement to Transfer the Excluded Assets to Buyer, and Seller will retain all right, title and interest to, in and under the Excluded Assets.

Section 1.3 Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Buyer will assume and agree to pay, perform or otherwise discharge only the Liabilities of Seller set forth on Schedule 1.3 (collectively, the "Assumed Liabilities"), and no other Liabilities.

Section 1.4 Excluded Liabilities. Notwithstanding anything to the contrary herein, Buyer will not assume and will not be obligated to assume or be obliged to pay, perform or otherwise discharge any Liability of, or Liability against, Seller or any of Seller's Affiliates, of any kind or nature, whether direct or indirect, and Seller will be solely and exclusively liable with respect to all Liabilities of Seller or any of its Affiliates, other than the Assumed Liabilities (collectively, the "Excluded Liabilities").

Section 1.5 Non-Assignable Assets.

(a) Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of this Section 1.5, to the extent that the Transfer or attempted Transfer to Buyer of any Asset would result in a violation of applicable Law, or would require the consent, authorization, approval or waiver of a Person who is not a party to this Agreement, and such consent, authorization, approval or waiver has not been obtained prior to the Closing, this Agreement will not constitute a Transfer or an attempted Transfer thereof (each such Asset, a "Specified Asset"). The Closing shall occur notwithstanding the foregoing without any adjustment to the Purchase Price on account thereof. Following the Closing, Seller will, at the written request and sole expense of Buyer, use commercially reasonable efforts to obtain any such required consent, authorization, approval or waiver with respect to the Specified Assets. Once such consent, authorization, approval or waiver is obtained, Seller will Transfer to Buyer the relevant Specified Asset to which such consent, authorization, approval or waiver relates for no additional consideration.

(b) To the extent that any Asset cannot be transferred to Buyer following the Closing pursuant to this Section 1.5 (each, a "Non-Assignable Asset"), (i) Buyer and Seller will, to the extent permitted by applicable Law, use commercially reasonable efforts to enter into such arrangements (such as sublicensing), at no additional consideration, to provide to Buyer the benefit of such Non-Assignable Asset as of the Closing, (ii) Seller shall pay over to Buyer all monies collected by or paid to Seller in respect of such Non-Assignable Assets relating to the period from and after the Closing, and (iii) Buyer shall have the sole responsibility for all Liabilities arising out of such Non-Assignable Assets to the extent that the same would have constituted Assumed Liabilities as of the Closing had such consent, authorization, approval or waiver been obtained.

Section 1.6 Purchase Price. The purchase price for the Assets (the "Purchase Price") will be \$400,000.00 (the "Cash Purchase Price") plus the dollar value of the Assumed Liabilities.

Section 1.7 Time and Place of Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "Closing") will take place remotely by procedures agreed to by counsel for each of Buyer and Seller on the date of this Agreement (the "Closing Date"). The Closing will be effective as of 12:01 a.m., Pacific Standard Time, on the Closing Date.

Section 1.8 Closing Transactions.

(a) At the Closing, Buyer will deliver to Seller the following:

(i) the Cash Purchase Price by wire transfer of immediately available funds to the account designated in writing by Seller prior to the Closing;

(ii) a short form assignment with respect to the any of the Acquired Intellectual Property that is a Patent suitable for recording at the United States Patent and Trademark Office in form and substance mutually agreeable to the Parties (the "Patent Assignment Agreement"), duly executed by Buyer as assignee;

(iii) an assignment and assumption agreement for the Acquired Intellectual Property (other than any Patents) (the "Assignment and Assumption Agreement"), duly executed by Buyer;

(iv) a bill of sale for the tangible Assets in form and substance mutually agreeable to the Parties (the "Bill of Sale"), duly executed by Buyer;

(v) a Patent License Agreement granting Buyer a non-exclusive, perpetual license in the Excluded Assets in exchange for a royalty payment as described more fully therein (the "License Agreement"), duly executed by Buyer; and

(vi) offer letters for employment with the Transferred Employees in form and substance mutually agreeable to the Parties (each, an "Offer Letter"), duly executed by Buyer (or an assignee of Buyer) as employer.

(b) At the Closing, Seller will deliver to Buyer, or cause to be delivered to Buyer, the following:

(i) the Patent Assignment Agreement, duly executed by Seller as assignor for the benefit of Buyer as assignee;

(ii) the Assignment and Assumption Agreement, duly executed by Seller;

(iii) the Bill of Sale, duly executed by Seller;

(iv) the License Agreement, duly executed by Seller;

(v) a properly completed and executed IRS Form W-9, duly executed by Seller; and

(vi) the Offer Letters, in each case, duly executed by each Transferred Employee.

Section 1.9 Delivery.

(a) At the Closing, all Assets which are capable of being delivered via Electronic Delivery will be delivered to Buyer or its assignee through Electronic Delivery. Each of Seller, on the one hand, and Buyer, on the other hand, will bear its own costs and expenses in connection with Electronic Delivery.

(b) After the Closing, Seller will make available all Assets not capable of being delivered via Electronic Delivery for retrieval by Buyer during normal business hours and Buyer will, at its sole cost and expense, retrieve, or cause to be retrieved, such Assets. After the Closing, Seller will use commercially reasonable efforts, at the sole cost and expense of Buyer, to (i) notify any third party in possession of an Asset of the Transfer of such Asset, and (ii) request that such third party deliver such Asset to Buyer.



Section 1.10 Purchase Price Allocation. The Purchase Price and the Assumed Liabilities (plus any other amounts treated as additional consideration for the Assets under the Code) will be allocated among the Assets in accordance with the allocation statement set forth on Exhibit II and Section 1060 of the Code and the Treasury Regulations thereunder (the "Allocation"). Buyer and Seller and their respective Affiliates will be bound by the Allocation and will prepare and file all Tax Returns, including IRS Form 8594, in accordance with the Allocation, and will not take any position (whether in audits, Tax Returns or otherwise) that is inconsistent with the Allocation, unless otherwise required by applicable Law. The Parties shall cooperate in good faith to revise the Allocation, if necessary, consistent with any subsequent adjustments to the Purchase Price pursuant to this Agreement.

## ARTICLE II REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer that the following representations and warranties are true and correct as of the Closing, except as specifically set forth in the Disclosure Schedules delivered to Buyer on the date of this Agreement (the "Disclosure Schedules") as follows:

### Section 2.1 Authority; No Conflict.

(a) Seller has the requisite power and authority to enter into this Agreement and Seller has the requisite power and authority to consummate the transactions contemplated by this Agreement and to perform its obligations hereunder and the agreements contemplated hereby. The execution and delivery of this Agreement and the agreements contemplated hereby by Seller and the consummation by Seller of the transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of Seller and its sole member. This Agreement has been duly executed and delivered by Seller and, assuming this Agreement constitutes the valid and binding obligation of Buyer, constitutes the valid and binding obligation of Seller, enforceable against it in accordance with its terms, subject, as to enforcement, to (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereinafter in effect affecting creditors' rights generally and (ii) general principles of equity.

(b) The execution and delivery of this Agreement by Seller does not, and the consummation of the transactions contemplated by this Agreement by Seller will not, (i) conflict with, or result in any violation or breach of, any provision of the organizational documents of Seller or (ii) conflict with or violate any Law applicable to Seller, except in the case of clause (ii) for any such breaches, conflicts, violations, defaults, terminations, cancellations, accelerations, Losses or failures to obtain any such consent or waiver that would not, individually or in the aggregate, have a material adverse effect on the ownership or operation of the Assets taken as a whole or Seller's ability to consummate the transactions contemplated by this Agreement.

(c) No consent, approval, order or authorization of, or registration, declaration, notice or filing with, any non-U.S., multinational, domestic, federal, territorial, state or local governmental entity, quasi-governmental entity, court, tribunal or administrative, regulatory or governmental agency, commission, board, body, authority or instrumentality, or any Gaming Authority, political or other subdivision, department or branch of any of the foregoing (each, a "Governmental Entity") is required on the part of Seller in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, except such consents, approvals, orders, registrations, declarations, filings, permits, waivers or authorizations which, if not obtained, would not, individually or in the aggregate, have a material adverse effect on the ownership or operation of the Assets taken as a whole.

Section 2.2 Intellectual Property.

(a) Schedule 2.2 of the Disclosure Schedules sets forth an accurate and complete list of all Acquired Intellectual Property that is applied-for or registered in each case, indicating for such item, as applicable, the application number, registration number and date and jurisdiction of such filing and issuance.

(b) Seller is either: (i) the sole and exclusive owner of all right, title and interest in and to all Acquired Software and Acquired Intellectual Property, or (ii) has valid licenses to use all Acquired Software and Acquired Intellectual Property, free and clear of all Encumbrances (other than the Permitted Encumbrances). Seller has not licensed or otherwise granted any right to any Person under any Acquired Software or Acquired Intellectual Property. Seller owns and has good title to all non-functional Source Code that is or has been created by Seller and constitutes an original work of authorship.

(c) To the Knowledge of Seller, the development, use, licensing or exploitation of the Acquired Software did not and does not infringe, misappropriate or otherwise violate the Intellectual Property Rights of any Person. There is no, and there has been no, action or claim pending, or asserted or threatened in writing against Seller, or to Seller's Knowledge, otherwise threatened, concerning any of the foregoing, nor has Seller received any written notification that a license under any other Person's Intellectual Property Rights is or may be required. To the Knowledge of Seller, no third party is, or has been at any point infringing, violating or misappropriating or using any Acquired Intellectual Property or Acquired Software, and there is no, and there has been no, action or claim pending, asserted or threatened by Seller against any other Person concerning any of the foregoing.

(d) To the Knowledge of Seller, the Acquired Software is substantially free of any material defects, bugs and material errors in accordance with generally accepted industry standards, which defects, bugs or errors would reasonably be expected to be material to the operation of the Acquired Software in the manner such Acquired Software is currently utilized.

(e) To the Knowledge of Seller, none of the Acquired Software contains any computer code that is designed to: (i) intentionally harm in any manner the operation of such Software, or any other associated Software, firmware, hardware, computer system or network (sometimes referred to as "viruses" or "worms"); (ii) intentionally disable such Software or impair in any way its operation based on the elapsing of a period of time or advancement of a particular date (sometimes referred to as "time bombs," "time locks," or "drop dead" devices); or (iii) permit Seller or any third party to access such Software to intentionally cause any harmful, malicious procedures, routines or mechanisms which would cause the Software to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications.

(f) To the Knowledge of Seller, no Open Source Software has been used, modified, hosted or distributed by or on behalf of Seller in a manner that (i) requires (or conditions the use, modification, hosting or distribution of such Open Source Software on) the disclosure, licensing, hosting or distribution of any portion of the Acquired Software in Source Code form (other than such Open Source Software); (ii) requires the licensing or disclosure of any portion of the Acquired Software (other than such Open Source Software) for the purpose of making derivative works; (iii) requires the redistribution, hosting or making available of any portion of the Acquired Software (other than such Open Source Software) at no or minimal charge; or (iv) otherwise imposes any material limitation, restriction or condition on the right or ability of Seller to use, commercialize or distribute the Acquired Software. Seller has complied, in all material respects, with all of the material terms and conditions of each applicable Open Source License.

(g) The Source Code for the Acquired Software contains annotations and programmer's comments, and otherwise has been documented in a manner that is reasonably consistent with industry standard practice with respect to similar Software and documentation, including that which is: (i) consistent with customary code annotation conventions and commercially reasonable practices in the software industry; and (ii) sufficient to independently enable a programmer of reasonable skill and competence to understand, analyze, and interpret program logic, correct errors and improve, enhance, modify and support the Acquired Software.

Section 2.3 Material Contracts. Schedule 2.3 of the Disclosure Schedules sets forth an accurate and complete list of, and Seller has made available to Buyer accurate and complete copies of, the following Contracts to which Seller is a party or by which Seller may be bound (all such Contracts, together with the Acquired Contracts, collectively, the "Material Contracts"):

(a) each Contract pursuant to which Seller has been granted or has otherwise obtained any right or license to Intellectual Property Rights or Software of any Person that was used in the development of, or relates to, the Acquired Software or Acquired Intellectual Property;

(b) each Contract with a Governmental Entity; and

(c) each Contract that (i) is a collective bargaining agreement or other agreement with an employee representative, and (ii) provides for severance, retention, incentive-compensation, bonus, or other similar payment, relating to any Transferred Employee.

Each Material Contract is a legal, valid and binding obligation of Seller and, to the Knowledge of Seller, the other parties thereto, subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereinafter in effect affecting creditors' rights generally and (ii) general principles of equity.

Section 2.4 Litigation; Compliance with Laws.

(a) There is no, and since January 1, 2018 there has been no, action, suit, proceeding, claim, arbitration, charge, audit or investigation commenced, brought, conducted or heard by or before any Governmental Entity ("Action") pending or asserted or threatened in writing, or to Seller's Knowledge, otherwise threatened, with respect to any of the Assets. Seller is not subject to any judgment, order, award, decree or citation by or of any Governmental Entity or any award in any arbitration proceeding that affects any of the Assets.

(b) Seller is in material compliance with all Laws that are applicable to its ownership or operation of the Assets.

Section 2.5 Taxes.

(a) Seller has timely filed (taking into account properly obtained extensions) all Tax Returns required to be filed by Seller with respect to the Assets under applicable Law. All such Tax Returns were correct and complete in all material respects and were prepared in substantial compliance with applicable Laws. Other than any application for automatic extension of time with respect to its most recently ended income tax year, Seller is not the beneficiary of any extension of time within which to file any Tax Return that remains in effect.

(b) All material Taxes due and owing with respect to the Assets (whether or not shown as due and payable on any Tax Return) have been timely paid.

(c) Seller has withheld and paid all material amounts of Taxes required to have been withheld and paid, and has complied under applicable Law with all information reporting and backup withholding requirements, including maintenance of required records with respect thereto, in connection with amounts paid or owing to any employee, independent contractor, creditor, equity holder or other third party, and all IRS Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed.

(d) There is no Tax audit or examination pending with respect to the Assets. Seller has not received written notice from any Tax Authority indicating an intent to open an audit or other review or request for information related to the Assets, and no such audit or other review or request for information is pending, threatened or under discussion with any Tax Authority. To the Knowledge of Seller, no Tax Return with respect to the Assets is the subject of any Action, and no Tax Authority has proposed any adjustment to such Tax Return.

(e) Seller has not waived any statute of limitations in respect of any Tax or Tax Return or otherwise agreed or consented to any extension of time in respect of a Tax assessment or deficiency, in each case, with respect to the Assets.

(f) With respect to the Assets, Seller has not received a written nexus inquiry or notice of any claim by a Tax Authority in a jurisdiction where Seller does not file Tax Returns that Seller is or may be required to pay Taxes or to file Tax Returns in such jurisdiction or with such Tax Authority.

(g) With respect to the Assets, Seller is not a party to or bound by any Tax indemnity, Tax sharing or Tax allocation Contract, other than pursuant to customary commercial Contracts not primarily related to Taxes.

(h) All sales, use, goods and services or other commodity Taxes with respect to the Assets that are required to be collected and remitted have been collected and remitted, or duly executed certificates of exemption which are sufficient to establish that no such Taxes are due have been received and retained.

#### Section 2.6 Employee Benefit Plans.

(a) Schedule 2.6 of the Disclosure Schedules sets forth a complete list of (i) all "employee benefit plans," as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (ii) all other severance pay, salary continuation, bonus, incentive, stock option, retirement, pension, profit sharing or deferred compensation plans, Contracts, programs, funds or arrangements of any kind; and (iii) all other employee benefit plans, Contracts, programs, funds, or arrangements (whether written or oral, qualified or nonqualified, funded or unfunded, foreign or domestic, currently effective or terminated) and any trust, escrow or similar agreement related thereto, whether or not funded, in respect of any present or former employees, directors, officers, shareholders, consultants or independent contractors of Seller or any member of the Controlled Group that are sponsored or maintained by Seller or any member of the Controlled Group or with respect to which Seller or any member of the Controlled Group has made or is required to make payments, transfers, or contributions (all of the foregoing being hereinafter individually or collectively referred to as an "Employee Plan" or "Employee Plans," respectively). "Controlled Group" means any trade or business (whether or not incorporated) (A) under common control within the meaning of Section 4001(b)(1) of ERISA with Seller or (B) which together with Seller is treated as a single employer under Section 414(t) of the Code. For the avoidance of doubt, Buyer and Seller agree that Seller shall retain its obligation to make COBRA Coverage available to Seller's employees who are not Transferred Employees.

(b) With respect to each Employee Plan, Seller has made available to Buyer a copy of the current plan document or a written summary of all material terms thereof. Each Employee Plan has been maintained and, to the Knowledge of Seller, operated, and administered in material compliance with its terms and any related documents or agreements and in material compliance with applicable Law.

(c) Neither Seller nor any member of the Controlled Group currently has, and at no time in the past has had, an obligation to contribute to a "defined benefit plan" as defined in Section 3(35) of ERISA, a pension plan subject to the funding standards of Section 302 of ERISA or Section 412 of the Code, a "multiemployer plan" as defined in Section 3(37) of ERISA or Section 414(f) of the Code or a "multiple employer plan" within the meaning of Section 210(a) of ERISA or Section 413(c) of the Code.

(d) With respect to each group health plan benefiting any Transferred Employee that is subject to Section 4980B of the Code or any similar state Law, to the Knowledge of Seller, Seller and each member of the Controlled Group has complied with the continuation coverage requirements of Section 4980B of the Code and Part 6 of Subtitle B of Title I of ERISA and any such similar state Law.

(e) There is no pending or, to the Knowledge of Seller, threatened assessment, complaint, proceeding or investigation of any kind in any court or other Governmental Entity with respect to any Employee Plan (other than routine claims for benefits). All contributions to or costs of providing benefits under the Employee Plans have been or will be paid when due.

(f) No Employee Plan provides benefits, including death or medical benefits, beyond termination of service or retirement other than (i) coverage mandated by applicable Law or (ii) death or retirement benefits under any Employee Plan that is intended to be qualified under Section 401(a) of the Code.

(g) The execution and performance of this Agreement will not other than as a result of the termination of the Transferred Employees' employment by Seller, accelerate the time of payment or vesting or increase the amount of or otherwise trigger any payment or benefits due to any current or former officer, employee, director, independent contractor or consultant (or dependents of such Persons) of Seller.

Section 2.7 Employment Matters.

(a) Schedule 2.7 of the Disclosure Schedule sets forth an accurate and complete list of the following with respect to the Transferred Employees: (i) work location; (ii) date of hire; (iii) current annual base salary or hourly wage rate; (iv) title or position; (v) commission, bonus or other incentive-based compensation; (vi) exempt/non-exempt classification; and (vii) accrued vacation.

(b) All Transferred Employees are employed on an at-will basis.

(c) With respect to the Transferred Employees, Seller is and at all times during the past three years has been in material compliance with all applicable Laws, policies and agreements concerning employment and employment practices, employment discrimination and harassment, civil rights, immigration, wrongful termination, workers' compensation, occupational safety and health, employee leave, plant closings or layoffs, compensation and benefits, wages and hours, meal and rest breaks, and, to the Knowledge of Seller, proper classification as (i) exempt/non-exempt or (ii) employee/independent contractor.

(d) Seller is not a party to or bound by any union Contract, collective bargaining agreement or other similar type of Contract and no organizing attempts have been made or threatened by

or on behalf of any labor union or other employee representative with respect to any employees of the Seller.

(e) Seller is not and at all times during the past three years has not been subject to any audit, investigation, or order by any Governmental Entity related to any labor or employment matters.

Section 2.8 Title to Assets. Seller owns and has good title to the Assets, free and clear of any Encumbrance (other than Permitted Encumbrances), except as otherwise provided on Schedule 2.8.

Section 2.9 Real Property. Schedule 2.9 lists each parcel of real property owned or leased by Seller and used in or necessary for the conduct of the Business as currently conducted (together with all buildings, fixtures, structures and improvements situated thereon and all easements, rights-of-way and other rights and privileges appurtenant thereto, collectively, the "Real Property"), including with respect to each property, the address location and use. Seller has delivered to Buyer copies of the leases, deeds and other instruments (as recorded) by which Seller acquired or leased each such parcel of Real Property, and copies of all title insurance policies, opinions, abstracts, and surveys in the possession of Seller with respect to such parcel. With respect to each parcel of Real Property: (a) Seller has either (i) good and marketable fee simple title, free and clear of all Encumbrances, except Permitted Encumbrances, or (ii) any lease for the Real Property is in full force and effect, and no defaults under such lease exist; (b) Seller has not leased or otherwise granted to any Person the right to use or occupy such Real Property or any portion thereof; and (c) there are no unrecorded outstanding options, rights of first offer or rights of first refusal to purchase such Real Property or any portion thereof or interest therein. Seller has not received any written notice of violations of building codes, zoning ordinances, or other Law affecting the Real Property or similar matters that could reasonably be expected to materially and adversely affect Seller's ability to operate the Real Property as currently operated.

Section 2.10 Disclosure. No representation or warranty by Seller in this Agreement and no statement contained in the Disclosure Schedules or any certificate or 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.

### ARTICLE III REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller that the following representations and warranties are true and correct as of the Closing:

Section 3.1 Authority; No Conflict.

(a) Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of Nevada. Buyer has the requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement and the agreements contemplated hereby and the consummation by Buyer of the transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject, as to enforcement, to (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereinafter in effect affecting creditors' rights generally and (ii) general principles of equity.

(b) The execution and delivery of this Agreement by Buyer does not, and the consummation by Buyer of the transactions contemplated by this Agreement will not, (i) conflict with, or result in any violation or breach of, any provision of the organizational documents of Buyer; (ii) result in any violation or breach of, or constitute (with or without notice or lapse of time, or both) a default (or give rise to a right of termination, cancellation or acceleration of any obligation or loss of any material benefit) under, or require a consent or waiver under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, Contract or obligation to which Buyer is a party or by which it or any of its properties or assets may be bound; or (iii) conflict with or violate any permit, concession, franchise, license, judgment or Law applicable to Buyer or any of its properties or assets, except in the case of clauses (ii) and (iii) for any such conflicts, violations, defaults, terminations, cancellations or accelerations that would not reasonably be expected to materially impair Buyer's ability to consummate the transactions contemplated by this Agreement.

(c) To Seller's knowledge, no consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity is required by or with respect to Buyer in connection with the execution and delivery of this Agreement by Buyer or the consummation by Buyer of the transactions contemplated hereby, except for such consents, approvals, orders, authorizations, registrations, declarations, filings or permits as may be required under the Laws of any jurisdiction in which Buyer conducts any business or owns any assets, the failure of which would not reasonably be expected to materially impair Buyer's ability to consummate the transactions contemplated by this Agreement.

Section 3.2 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

Section 3.3 Actions. There is no Action pending or, to the knowledge of Buyer, threatened against or by Buyer that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement.

Section 3.4 Solvency. As of the Closing and immediately after consummating the transactions contemplated by this Agreement, Buyer will not (a) be insolvent (either because its financial condition is such that the sum of its debts is greater than the fair value of its assets or because the present fair salable value of its assets will be less than the amount required to pay its probable liability on its debts as they become absolute and matured), (b) have unreasonably small capital with which to engage in its business or (c) have incurred debts beyond its ability to repay such debts as they become absolute and matured. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of Buyer. In connection with the transactions contemplated by this Agreement, Buyer has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

Section 3.5 Non-Reliance. BUYER HEREBY ACKNOWLEDGES THAT IN MAKING ITS DECISION TO ENTER INTO THIS AGREEMENT AND CONSUMMATE THE TRANSACTIONS CONTEMPLATED HEREBY, EXCEPT AS OTHERWISE PROVIDED HEREIN, BUYER HAS RELIED SOLELY UPON ITS OWN INVESTIGATION. BUYER FURTHER ACKNOWLEDGES THAT IT IS ACQUIRING THE ASSETS ON AN "AS IS, WHERE IS" BASIS AS THEY SHALL EXIST ON THE CLOSING DATE AND NO ADJUSTMENTS SHALL BE MADE FOR ANY CHANGES IN THE CONDITION OF THE ASSETS. BUYER FURTHER ACKNOWLEDGES THAT NEITHER SELLER NOR ANY OTHER PERSON IS MAKING ANY REPRESENTATIONS OR WARRANTIES, AND BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF SELLER OR ANY OTHER PERSON, OTHER THAN THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE II OF THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE

FOREGOING, BUYER HEREBY ACKNOWLEDGES THAT, EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN ARTICLE II OF THIS AGREEMENT, NEITHER SELLER NOR ANY OTHER PERSON IS MAKING ANY REPRESENTATION OR WARRANTY WITH RESPECT TO (i) ANY FINANCIAL PROJECTION OR FORECAST RELATING TO SELLER OR THE ASSETS, (ii) MERCHANTABILITY, (iii) FITNESS FOR ANY PARTICULAR PURPOSE OR (iv) ANY OTHER INFORMATION MADE AVAILABLE, WHETHER PURSUANT TO ANY PRESENTATION MADE BY OR ON BEHALF OF SELLER, PURSUANT TO ANY ELECTRONIC OR PHYSICAL DELIVERY OF DOCUMENTATION OR OTHER INFORMATION, OR OTHERWISE, TO BUYER, ITS AFFILIATES AND THEIR RESPECTIVE REPRESENTATIVES, AND BUYER EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION OR WARRANTY THAT IS NOT SET FORTH IN ARTICLE II OF THIS AGREEMENT. BUYER HAS CONDUCTED ITS OWN INDEPENDENT INVESTIGATION, REVIEW AND ANALYSIS OF THE CONDITION OF THE ASSETS, AND ACKNOWLEDGES THAT IT HAS BEEN PROVIDED ADEQUATE ACCESS TO THE PERSONNEL, PROPERTIES, ASSETS, PREMISES, BOOKS AND RECORDS, AND OTHER DOCUMENTS AND DATA OF SELLER FOR SUCH PURPOSE.

#### ARTICLE IV COVENANTS

Section 4.1 Further Assurances and Actions. From time to time following the Closing, Buyer and Seller will each promptly execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases, electronic forms and other instruments, and take such further actions, as may be reasonably necessary or appropriate to assure fully to the other Party all of the rights intended to be Transferred to such Party under this Agreement and other agreements contemplated hereby and to otherwise make effective the transactions contemplated hereby.

Section 4.2 Confidentiality. Without limiting Section 4.3, for a period of three (3) years following the Closing, Seller will, and will direct its Affiliates and direct its Representatives to, keep confidential all confidential and proprietary information exclusively relating to the Assets (collectively, the "Confidential Information"), except (a) to the extent legally permissible, in connection with any action to enforce this Agreement, (b) with respect to financial information of Seller for pre-Closing periods for use in connection with Seller's or its Affiliates' financial reporting activities, or (c) to the extent such information is requested or required by applicable Law or regulation or by deposition, interrogatories, requests for information or documents in legal or administrative proceedings, subpoena, civil investigative demand or other similar legal process, in which case Seller will, to the extent reasonably practicable and permitted under applicable Law, (i) provide Buyer with prompt written notice of the existence, terms and circumstances of any such request or requirement so that Buyer may, at its sole cost and expense, seek a protective order or other appropriate remedy or waive compliance with the provisions of this Section 4.2 and (ii) exercise (and direct its Representatives to exercise) reasonable efforts to preserve the confidentiality of the information, in each case, at Buyer's sole cost and expense; provided, that notwithstanding the foregoing, its Representatives may disclose any information to any Governmental Entity to the extent requested or required in connection with a routine audit or examination by any tax or regulatory authority having jurisdiction over Seller or its Representatives. Notwithstanding the foregoing, Confidential Information does not include such information which: (A) at the time of disclosure, is publicly available or thereafter becomes publicly available through no act or omission of Seller in breach of this Section 4.2; (B) is thereafter disclosed or furnished to Seller by a third party who is not known by Seller to have acquired the information under an obligation of confidentiality; (C) is independently developed by Seller without the use of, reliance on, or reference to, Confidential Information after the Closing Date; or (D) Buyer consents in writing to disclosure thereof by Seller.



Section 4.3 Publicity. Neither Seller nor Buyer will, and each will cause its respective Affiliates not to, publish any press release or make any public statement regarding the transactions contemplated by this Agreement without prior written consent of the other Party. This Section 4.3 will not limit public or other filings or statements made in connection with any Action between the Parties.

Section 4.4 Tax Matters.

(a) Cooperation and Exchange of Information. Buyer and its Affiliates, on the one hand, and Seller and its Affiliates, on the other hand (including, in each case, accounting firms and legal counsel), will cooperate and provide to each other such documentation, information and assistance, including the furnishing or making available during normal business hours of records, personnel (as reasonably required), books of account or other materials as may reasonably be requested in connection with (i) the preparation of any Tax Return relating to the Assets or the Assumed Liabilities; (ii) the conduct of any audit or other examination by any Tax Authority relating to any liability for Taxes relating to the Assets or the Assumed Liabilities; and (iii) the prosecution or defense of any Tax proceeding relating to the Assets or the Assumed Liabilities.

(b) Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added, goods and services and other similar Taxes and fees incurred in connection with this Agreement ("Transfer Taxes") will be borne by Buyer. Each of Seller and Buyer, respectively, will prepare and timely file, or cause to be prepared and timely filed, at their respective expense all Tax Returns for Transfer Taxes required to be filed by such Party. Buyer and Seller agree, upon the request of the other, to use commercially reasonable efforts to obtain, provide, prepare, file and maintain any certificate or documents from any Tax Authority or any other Person as may be reasonably necessary to reduce, mitigate, eliminate or claim exemption from or non-applicability of any Transfer Taxes that would otherwise be incurred in connection with this Agreement. For the avoidance of doubt, the Parties agree that the Transfer will be deemed to have occurred upon the delivery of the Assets in the State of Nevada and that transactions contemplated hereby are not subject to transfer, documentary, sales, use, stamp, registration, value added, goods and services and other similar Taxes and fees of any other state.

(c) Proration of Taxes. Except as provided in Section 4.4(b) regarding Transfer Taxes, (i) Seller shall be liable for and pay all Taxes of Seller that are attributable to any Pre-Closing Tax Periods, including the portion of any Straddle Period that ends prior to the Closing Date, and (ii) Buyer shall be liable for and pay all Taxes of Seller that are attributable to any Tax period that begins on the Closing Date, and the portion of any Straddle Period beginning on (and including) the day after the Closing Date. In the case of any Tax period that begins on or before and ends after the Closing Date (a "Straddle Period"), the amount of any income Taxes or other Taxes based upon the income or receipts of, sales by, or consideration, withholding, interest or other compensation paid by, Seller attributable to the Pre-Closing Tax Period shall be determined on the basis of an interim closing of the books as of the close of business on the Closing Date, and the amount of ad valorem and other Taxes of Seller attributable to the Pre-Closing Tax Period shall equal the amount of such Tax for the Straddle Period multiplied by a fraction, the numerator of which is the number of days in the Straddle Period through and including the Closing Date, and the denominator of which is the total number of days in the Straddle Period, but the calculation of which shall exclude extraordinary items attributable to activities of events after the Closing Date.

(d) Tax Returns. Buyer will timely prepare or cause to be prepared and filed (or cause to be filed) all Tax Returns required to be filed with respect to the Assets. In the case of any such Tax Return that could reasonably be expected to give rise to an indemnification obligation on the part of Seller under this Agreement, Buyer shall submit such Tax Return to Seller for review and comment (any such comments not to be unreasonably rejected, provided that such comments are delivered to Buyer in writing within 20 days after the Seller's receipt of such Tax Return for its review) no later than thirty 30 days prior

to the due date (including available extensions of time to file) for such Tax Return (or, if required to be filed within 30 days after the Closing Date, as soon as reasonably practicable following the Closing Date). Seller is responsible for any amount of Taxes as relates to a Pre-Closing Tax Period as determined in accordance with Section 4.4(c), and following written documented request therefore, will pay Buyer such amount at least five Business Days before the applicable Tax Return is due.

Section 4.5 Transferred Employees. Commencing on the Closing Date, Seller shall terminate all employees of the Business who are employed as of the Closing Date, and Buyer may offer employment, on an "at will" basis, to any or all of such employees (the "Transferred Employees"), identified on Schedule 4.5 of the Disclosure Schedules. Seller shall be solely responsible, and Buyer shall have no obligations whatsoever for (a) any hourly pay, commission or salary payable to any Transferred Employee for any period relating to the service with Seller at any time on or prior to the Closing Date, (b) any accrued vacation, fringe, pension or profit sharing benefits or severance pay payable to any Transferred Employee for any period relating to the service with Seller at any time on or prior to the Closing Date, (c) the satisfaction of all claims for medical, dental, life insurance, health accident, or disability benefits brought by such Transferred Employees (or the spouses, dependents or beneficiaries thereof), which claims relate to events occurring on or prior to the Closing Date and (d) all worker's compensation claims of any Transferred Employee that relate to events occurring on or prior to the Closing Date. Seller shall pay all such amounts to the applicable Transferred Employee as soon as reasonably practicable after the Closing Date.

## ARTICLE V REMEDIES

Section 5.1 Survival of Representations, Warranties, Covenants and Agreements. All representations and warranties contained in this Agreement shall terminate and be of no further force and effect on the Closing Date; provided, however, that the representation and warranty contained in the final sentence of Section 2.2(b) will survive the Closing until 12 months after the Closing Date. The covenants and agreements made in this Agreement that are to be performed in whole or in part prior to the Closing shall expire at the Closing and the covenants and agreements made in this Agreement that are to be performed in whole or in part subsequent to the Closing and that do not, by their terms, expire on a date certain, shall survive in full force and effect until fully performed (it being understood that any claims for breaches of such covenants may be made at any time prior to the expiration of the applicable statute of limitations). The period of time that a representation, warranty or covenant survives the Closing pursuant to this Section 5.1 will be the "Survival Period" herein. The Parties intend for this Section 5.1 to alter the otherwise applicable statute of limitations and agree that, subject to the last sentence of this Section 5.1, no claim may be brought pursuant to a claim for indemnification based upon any of the representations, warranties or covenants contained in this Agreement after the Survival Period with respect to such representation, warranty or covenant. The termination of the Survival Period of the representations, warranties or covenants provided herein will not affect a Party in respect of any claim grounded in Fraud.

Section 5.2 Indemnification. Subject to this Article V, from and after the Closing, Seller will indemnify Buyer and its Affiliates, successors, assigns, officers, managers, directors, shareholders, partners, members, employees, Representatives and agents (collectively, the "Buyer Indemnified Parties") in respect of, and hold each Buyer Indemnified Party harmless from and against, any and all Losses suffered, incurred or sustained by a Buyer Indemnified Party or to which a Buyer Indemnified Party becomes subject, resulting from, arising out of or relating to any breach of the representation and warranty contained in the final sentence of Section 2.2(b). The maximum amount of Losses that may be recovered by the Buyer

Indemnified Parties pursuant to this Section 5.2, as applicable, will not exceed an aggregate amount equal to \$150,000.

Section 5.3 Damage Calculations. In calculating the amount of any Losses payable to a Buyer Indemnified Party pursuant to Section 5.2, the amount of the Losses will (a) not be duplicative of any other Loss for which an indemnification claim has been paid, (b) be computed net of any amounts actually recovered by such Buyer Indemnified Party under any insurance policy (net of any reasonable costs and expenses incurred in obtaining such recovery) and (c) be computed net of any Tax benefit directly or indirectly received in cash or any actual reduction of net cash Tax due in the year of loss or the immediately succeeding year, in each case by any Buyer Indemnified Party in connection with such Loss or the circumstances giving rise thereto. If a Buyer Indemnified Party actually recovers an amount under an insurance policy in respect of Losses that are the subject of indemnification under Section 5.2 after all or a portion of such Losses have been paid by or at the direction of Seller pursuant to Section 5.2, such Buyer Indemnified Party will promptly remit to Seller the excess (if any) of (i) the amount paid by or at the direction of Seller in respect of such Losses, plus the amount received from the insurance policy in respect thereof less (ii) the full amount of such Losses, plus the amount of any reasonable out-of-pocket costs, fees or expenses incurred to procure such proceeds and the amount of any increased insurance premiums, retentions or other out-of-pocket costs related to or arising therefrom. Nothing herein waives any Buyer Indemnified Party's common law duty to mitigate any such claim or liability upon and after becoming aware of any event or condition which could reasonably be expected to give rise to any Losses that are indemnifiable under Section 5.2.

Section 5.4 Claims Procedure.

(a) If a Buyer Indemnified Party determines in good faith that such Person has a bona fide claim for indemnification pursuant to Section 5.2, such Buyer Indemnified Party may deliver to Seller a certificate signed by such Person (a "Claim Certificate") specifying (i) that such Buyer Indemnified Party has a claim for indemnification pursuant to Section 5.2, (ii) to the extent possible, a good faith non-binding, preliminary estimate of the amount to which such Buyer Indemnified Party claims to be entitled to receive, which shall be the amount of Losses such Buyer Indemnified Party claims to have so incurred or suffered or could reasonably be expected to incur or suffer; (iii) in reasonable detail the material facts known to such Buyer Indemnified Party giving rise to such claim; and (iv) the specific representation, warranty or covenant alleged to have been breached by Seller.

(b) If Seller in good faith objects to any claim made in any Claim Certificate, then Seller shall deliver a written notice (a "Claim Dispute Notice") to the applicable Buyer Indemnified Party during the 30-day period commencing upon receipt by Seller of the Claim Certificate. The Claim Dispute Notice shall set forth in reasonable detail the principal basis for the dispute of any claim made in the relevant Claim Certificate. Following delivery of a Claim Dispute Notice, the Buyer Indemnified Party and Seller shall then attempt in good faith to resolve any such objections raised in such Claim Dispute Notice. If no such resolution can be reached during the 45-day period following receipt of a given Claim Dispute Notice, then upon the expiration of such 45-day period, either the Buyer Indemnified Party or Seller may bring suit to resolve the objection.

Section 5.5 Exclusivity. After the Closing, except in the case of Fraud by Seller or Buyer, and to the extent permitted by Law, the remedies set forth in Section 5.2 will be the sole and exclusive remedies of either Party arising out of any misrepresentation, breach of warranty or nonfulfillment or failure to be performed of any covenant or agreement contained in this Agreement; provided, however, that this exclusive remedy will not preclude a Party from bringing an action for specific performance or other equitable remedy following the Closing to the extent not otherwise prohibited hereunder to require a Party to perform its obligations under this Agreement (including each Party's obligations under Section 4.2).

Section 5.6 Limitations on Liability. Except for instances of Fraud, in no other event shall any party be entitled to recover or make a claim for any Losses in respect of consequential, incidental or indirect damages, lost profits or punitive damages and, in particular, no “multiple of profits” or “multiple of cash flow” or similar valuation methodology shall be used in calculating the amount of any Losses, damages or claims.

Section 5.7 Tax Treatment of Indemnity Payments. All indemnity payments made pursuant to Section 5.2 will be treated as an adjustment to the Purchase Price for all federal, state, local and non-U.S. Income Tax purposes except as otherwise required by applicable Law.

## ARTICLE VI MISCELLANEOUS

### Section 6.1 Definitions.

For purposes of this Agreement, the following terms have the following respective meanings, and the capitalized terms used and defined elsewhere in this Agreement have the meanings given to them in this Agreement:

“Acquired Contracts” means, each of (a) the Office Lease, (b) the Warehouse Lease, (c) the Unity Agreement and (d) the Cox Agreements.

“Acquired Intellectual Property” means, collectively, all Intellectual Property Rights owned or purported to be owned in whole or in part by Seller that are embodied in the Acquired Software or that would be infringed by the reproduction, preparation of derivative works, distribution, performance, display, making, using, import, sale or offering for sale of the Acquired Software, including the unlimited right to license the foregoing to third parties, the right to file, prosecute and maintain the foregoing, the right to collect royalties or other payments, and the right to initiate causes of action for injunctive relief and other remedies of any kind for all past, present and future infringement or misappropriation of the foregoing. For the avoidance of doubt, “Acquired Intellectual Property” shall not include any Intellectual Property Rights which are included in the definition of Excluded Assets.

“Acquired Software” means Software owned, used, marketed, distributed, licensed or sold by Seller, excluding any “off-the-shelf” third party Software that is generally available on standard commercial terms, is not distributed by Seller, is not incorporated into any product or software offered as service of Seller, and is not otherwise material to the Business). For the avoidance of doubt, “Acquired Software” shall not include any Software which is included in the definition of Excluded Assets.

“Affiliate” means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first-mentioned Person. The term “control” (including derivations thereof) means (a) the possession, directly or indirectly, of the power to vote more than 50.0% of the equity securities of a Person having ordinary voting power, (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, whether through the ownership of equity securities, by Contract or otherwise, or (c) being a director, officer, executor, trustee or fiduciary (or their equivalents) of a Person or a Person that controls such Person.

“Business” means developing and distributing software and hardware for arcade-style, skill-based games, platforms and applications to the casino market.

“Business Day” means a day other than a Saturday, Sunday or other day on which commercial banks in Las Vegas, Nevada are closed or required by Law to close.

“Code” means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

“Contract” means any legally binding agreement, contract, lease, power of attorney, promissory note, loan, evidence of indebtedness, purchase order, letter of credit, settlement agreement, franchise agreement, covenant not to compete, employment agreement, license, or purchase and sales order to which any Person is a party or to which any of the assets of such Person are subject, whether oral or written.

“Cox Agreements” means, together, (a) that Commercial Services Agreement, dated May 9, 2019, by and between Seller and Cox Communication Las Vegas, Inc., (b) that Commercial Services Agreement, dated May 6, 2019, by and between Seller and Cox Communication Las Vegas, Inc. and (c) that Amendment to Security Services Agreement, dated May 16, 2019, by and between the Company and Cox Advanced Services Nevada, LLC.

“Electronic Delivery” means the delivery by electronic means, which may include download via FTP, SCP or similar electronic transfer mechanism. With respect to the Acquired Software, Electronic Delivery includes providing Buyer with access to the Acquired Software via a GitHub repository.

“Encumbrance” means any mortgage, pledge, lien, security interest, imposition, charge, option, rights of first offer, rights of first refusal, restrictions on transfer, easement or other lien of any kind of or nature.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Excluded Assets” means (a) those Intellectual Property Rights listed in Exhibit I and (b) all cash and cash equivalents in Seller’s accounts as of the Closing (including those attributable to collected accounts receivable prior to the Closing, whether or not actually received prior to the Closing).

“Fraud” means common-law fraud under Nevada law with respect to the representations and warranties made in Article II and Article III of this Agreement, as applicable. Notwithstanding the foregoing, in no event shall “Fraud” be deemed to include (and neither Buyer nor Seller shall have any remedy or cause of action for) equitable fraud, constructive fraud or other claims based on constructive knowledge, negligent misrepresentation or similar theories.

“Gaming Authority(ies)” means those federal, state, local, tribal and other governmental, regulatory and administrative authority, agency, board and officials responsible for, or involved in, the regulation of gaming or gaming activities in any jurisdiction in which the Business operates.

“Intellectual Property Rights” means all rights arising under foreign and domestic intellectual property Laws, including: (a) rights in Software, documentation, websites, content, images, graphics, text, photographs, artwork, audiovisual works, sound recordings, mask works, graphs, drawings, reports, analyses, writings, and other works of authorship, published or unpublished works, databases, data collections, or any other copyrightable works, compilations, collective works and derivative works of any of the foregoing and moral rights and economic rights of others in any of the foregoing; (b) granted patents, certificates of invention, registration, or utility or industrial models or designs regardless of jurisdiction, and any applications for a patent, certificate of invention, registration, or utility or industrial model or design including divisionals, provisionals, substitutions, continuations, continuations-in-part, and re-examinations regardless of jurisdiction, and inventions, whether patentable or not (“Patents”); (c) trademarks, service

marks, trade dress, trade style, fictional business names, trade names, commercial names, certification marks, collective marks, and other proprietary rights to any words, names, slogans, symbols, logos, devices, identifiers or combinations thereof used to identify, distinguish and indicate the source or origin of goods or services, registrations, renewals, applications for registration, equivalents and counterparts of the foregoing, and the goodwill of the business associated with each of the foregoing; (d) trade secrets (including those trade secrets defined in the Uniform Trade Secrets Act and under corresponding foreign statutory and common law) for all business, technical and know-how information, show-how information, non-public information, and confidential information (including databases and data collections containing or comprising such information) and analogous rights to limit the use or disclosure or misappropriation thereof by any Person; and (e) claims and rights in and to all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to any of the foregoing, and in and to all causes of action, either in law or in equity, for past, present or future infringement, misappropriation, violation, dilution, unfair competition or other unauthorized use or conduct in derogation or violation of or based on any of the foregoing rights, and the right to receive all proceeds and damages therefrom, unless not permitted by this Agreement.

“IRS” means the Internal Revenue Service, a division of the United States Treasury Department, or any successor thereto.

“Knowledge” means, when used in the phrase “Knowledge of Seller,” or “Seller’s Knowledge” and words of similar import, the actual knowledge of Brian Dolan.

“Law” means any foreign or domestic law, statute, code, ordinance, rule, regulation, order, judgment, writ, stipulation, award, injunction, decree or arbitration award, court decision, rule of common law or finding, in each case, to the extent enacted, adopted, passed, approved, or promulgated as of the date of this Agreement by any Governmental Entity.

“Liabilities” mean any direct or indirect liability, indebtedness, obligation, commitment, expense, claim, deficiency, guaranty or endorsement of or by any Person of any types whether accrued, absolute, contingent, matured, unmatured, liquidated, unliquidated, known or unknown.

“Loss” means any and all actual out-of-pocket costs, losses, Taxes, Liabilities, obligations, damages, fines, penalties, deficiencies, claims, demands and expenses (whether or not arising out of third-party claims), including interest, penalties, reasonable attorneys’ fees and all amounts paid in investigation, defense or settlement of any of the foregoing.

“Office Lease” means that Lease Agreement, dated April 2, 2019, by and between SDG Sunset Development, LLC and Seller, as amended by that Amended and Restated First Amendment to Lease Agreement, dated May 18, 2019.

“Object Code” means Software that is substantially or entirely in binary form and that is intended to be directly executable by a computer after suitable processing and linking but without any intervening steps of compilation or assembly.

“Open Source License” means any Contract that (a) meets the Open Source Definition as promulgated by the Open Source Initiative, (b) meets the Free Software Definition as promulgated by the Free Software Foundation, or (c) any substantially similar license or Contract.

“Open Source Software” means any Software that is licensed or distributed pursuant to an Open Source License.

“Ordinary Course of Business” means, with respect to any Person, any action taken by such Person if such action is materially consistent with such Person’s past practices and is taken in the ordinary course of such Person’s normal day-to-day operations.

“Patent” has the meaning given to it in the definition of “Intellectual Property Rights.”

“Permitted Encumbrances” means (a) materialmen’s, mechanics’, carriers’, workmen’s, warehousemen’s, repairmen’s, landlord’s and other like Encumbrances that arise in the Ordinary Course of Business (including Encumbrances created by operation of applicable Law) and the related liabilities of Seller that are not overdue or otherwise in default beyond applicable notice and cure periods or are being contested in good faith by appropriate proceedings, (b) Encumbrances for Taxes not yet due and payable or that are being contested in good faith by appropriate proceedings, (c) Encumbrances and defects or irregularities in title that do not individually or in the aggregate materially affect the current use of the applicable Assets, (d) Encumbrances with respect to any asset leased or licensed by Seller as lessee or licensee, the terms and conditions of the lease or license applicable thereto and any Encumbrance to which the fee or ownership interest (or any superior leasehold interest or license) therein is subject, and (e) non-exclusive licenses of Intellectual Property Rights arising in the Ordinary Course of Business.

“Person(s)” means an individual, corporation, limited liability company, partnership, association, trust, unincorporated organization, other entity or “group” (as defined in Rule 13d-5(b)(1) under the Exchange Act).

“Pre-Closing Tax Period” means any Tax period ending on or before the Closing Date.

“Representatives” means, with respect to any Person, its officers, directors, managers, members, employees, investment bankers, consultants, financial or other advisors, agents or other representatives.

“Software” means any and all computer software and code, including (a) computer programs and other software, including firmware, middleware, and microcode, and including software implementations of algorithms, models, and methodologies, assemblers, applets, and compilers, whether Source Code, Object Code, or in any other form, including websites, utilities, libraries, subroutines, user interfaces, data and other components thereof, (b) computerized databases and other computerized compilations and collections of data or information, including all data and information included in such databases, compilations, or collections, (c) screens, user interfaces, command structures, report formats, templates, menus, buttons, plugins, and icons, (d) descriptions, flow-charts, architectures, simulators, development tools, design tools, platforms, APIs, and design environments, and other materials used to design, simulate, test, support, maintain, plan, organize, or develop any of the above, and (e) documentation related to any of the above.

“Source Code” means Software that may be displayed or printed in human readable form, including all related programmer comments, annotations, flowcharts, diagrams, help text, data and data structures, instructions, procedural, object oriented or other human readable code, and that is not intended to be executed directly by a computer without an intervening step of compilation or assembly.

“Tax” or “Taxes” means any and all federal, state, local, and non-U.S. taxes (including any fees or assessments in the nature of taxes), levies, imposts and duties of whatever kind imposed by any Governmental Entity, whether disputed or not (including any interest, penalties or additions to the tax imposed in connection therewith or with respect thereto), including net income, alternative or add-on minimum tax, franchise, profits, gross income, gross receipts, gaming, ad valorem, value added, sales, use, service, real property, commercial rent, personal property, environmental, capital stock, license, payroll, withholding, employment, social security, workers’ compensation, disability, unemployment

compensation, utility, severance, registration, goods and services, production, excise, stamp, occupation, premium, windfall, profits, transfer and gains taxes, customs duties, and estimated or other taxes, including any Liability for the foregoing by reason of Contract, assumption, transferee or successor Liability, operation of Law or otherwise.

“Tax Authority” means any Governmental Entity responsible for the administration or the imposition of any Tax.

“Tax Return” means any return, declaration, report, claim for refund or information return or statement relating to Taxes that is filed or required to be filed with any Tax Authority, including any schedule or attachment thereto, and including any amendment thereof.

“Unity Agreement” means that Unity Technologies Software License Agreement, dated January 4, 2018, by and between Unity Technologies ApS and Seller.

“Warehouse Lease” means that Standard Industrial/Commercial Multi-Tenant Lease, dated January 24, 2019, by and between Sunset Business Center, LLC and Seller, as amended by that Amendment, dated June 22, 2019.

Section 6.2 Governing Law; Consent to Jurisdiction; Waiver of Trial by Jury.

(a) This Agreement and the transactions contemplated hereby, and all disputes between the Parties under or related to the Agreement or the facts and circumstances leading to its execution, whether in Contract, tort or otherwise, will be governed by and construed in accordance with the Laws of the State of Nevada, applicable to Contracts executed in and to be performed entirely within the State of Nevada, without regard to the conflicts of laws principles thereof to the extent that the Laws of another jurisdiction would apply as a result of the application thereof.

(b) Each of the Parties irrevocably and unconditionally submits, for itself, to the exclusive jurisdiction of the Clark County District Court of the State of Nevada (“District Court”), or Federal court of the United States of America, sitting in Las Vegas, Nevada, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the agreements delivered in connection herewith or the transactions contemplated hereby or thereby or for recognition or enforcement of any judgment relating thereto, and each of the Parties hereby irrevocably and unconditionally (i) agrees not to commence any such action or proceeding except in such courts, (ii) agrees that any claim in respect of any such action or proceeding may be heard and determined in the District Court or, to the extent permitted by Law, in such Federal court, (iii) waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any such action or proceeding in the District Court or such Federal court, (iv) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in the District Court or such Federal court, and (v) to the extent such Party is not otherwise subject to service of process in the State of Nevada, appoints Corporation Service Company as such Party’s agent in the State of Nevada for acceptance of legal process and agrees that service made on any such agent will have the same legal force and effect as if served upon such Party personally within such state. Each of the Parties hereby agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each Party irrevocably consents to service of process in the manner provided for notices in Section 6.4. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law. Notwithstanding the foregoing, each of the Parties hereby (A) agrees that service of process, summons, notice or document by registered mail addressed to it at its address provided in Section 6.4 will be effective service of process against it for any such action brought in any such court, (B) waives and hereby



irrevocably waives, to the fullest extent permitted by Law, any objection which it may now or hereafter have to the laying of venue of, and the defense of an inconvenient forum to the maintenance of, any such action in any such court, and (C) agrees that a final judgment in any such action will be conclusive and maybe enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (ii) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (iii) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (iv) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 6.2(c).

Section 6.3 Specific Performance. Except as set forth in Section 6.2(c), the Parties agree that irreparable damage, for which monetary damages or other legal remedies may not be an adequate remedy, would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached by the Parties. It is accordingly agreed that the Parties will be entitled to seek an injunction or injunctions, or any other appropriate form of specific performance or equitable relief, to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the District Court of Nevada or federal court in Nevada, without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled at law or in equity. No Party shall be required to provide any bond or other security in connection with any such decree, order or injunction or in connection with any related Action.

Section 6.4 Notices. All notices and other communications hereunder will be in writing and will be deemed given (i) when delivered personally, (ii) when transmitted via confirmed electronic mail, provided that if such email is delivered after 5:00 p.m. local time of the recipient, or on a day other than a Business Day, then on the next following Business Day, or (iii) the day following the day (except if not a Business Day, then the next Business Day) on which the same has been delivered prepaid to a reputable national overnight air courier service, to the Parties at the following addresses (or at such other address for a Party as will be specified by like notice):

(a) if to Seller, to:

Synergy Blue, LLC  
8379 W Sunset Rd., Suite 210  
Las Vegas, NV 89113  
Attn: Amanda Vance  
Phone: 760-398-4722  
Email: [avance@augustinetribe.com](mailto:avance@augustinetribe.com)

with a copy (which will not constitute notice) to:

Brownstein Hyatt Farber Schreck, LLP

410 17<sup>th</sup> Street, Suite 2200  
Denver, CO 80202  
Attn: Alexandra Metzl  
Phone: 303-223-1157  
Email: ametzl@bhfs.com

(b) if to Buyer, to:

Akkadian Enterprises  
7175 W. Post Road  
Las Vegas, NV 89113  
Attn: Frank Feng  
Phone: (702) 882-5165  
Email: frank.feng@etg ltd.com

with a copy (which will not constitute notice) to:

Lewis Roca Rothgerber Christie LLP  
3993 Howard Hughes Parkway, Suite 600  
Las Vegas, NV 89169  
Attn: Glenn Light  
Phone: (702) 949-8276  
Email: glight@lewisroca.com

Section 6.5 Interpretation.

(a) When a reference is made in this Agreement to Sections, Exhibits or Schedules, such reference will be to a Section or Exhibit or Schedule of this Agreement unless otherwise indicated. All Exhibits and Schedules of this Agreement are incorporated herein by reference. The table of contents and headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." The phrase "made available" in this Agreement means that the information referred to has been made available if requested by the Party to whom such information is to be made available. For purposes of this Agreement, (i) the word "or" is not exclusive and (ii) the words "herein," "hereby," "hereof," "hereto" and "herewith" refer to this Agreement as a whole. The words "provided", "delivered", "made available" or other terms of like meaning means that the referenced document or other material was transmitted to Buyer or any of their Representatives by any electronic means at least two Business Days prior to, and remained so posted and accessible through, the date of this Agreement.

(b) The Disclosure Schedules will be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. No item in the Disclosure Schedules is intended to imply that such amount, or higher or lower amounts, or the item so included or other items, are or are not material, and no Party will use the fact of the setting forth of any such amount or the inclusion of any such item in any dispute or controversy between the Parties as to whether any obligation, item or matter not described herein or included in the Disclosure Schedules is or is not material for purposes of this Agreement. Unless this Agreement specifically provides otherwise, neither the specification of any item or matter in any representation or warranty contained in this Agreement nor the inclusion of any specific item in the Disclosure Schedules is intended to imply that such item or matter, or other items or matters, are or are not in the Ordinary Course of Business, and no Party will use the fact of the setting forth or the inclusion of any such item or matter in any dispute or controversy between the Parties as to whether any

obligation, item or matter not described herein or included in the Disclosure Schedules is or is not in the Ordinary Course of Business for purposes of this Agreement. Each section of the Disclosure Schedules qualifies the correspondingly numbered representation and warranty or covenant and any other representation or warranty, if the disclosure is reasonably apparent to such other representation or warranty. It is specifically acknowledged that the Disclosure Schedules may expressly provide exceptions to a particular Section of Article II notwithstanding that the Section does not state "except as set forth on Schedule '\_\_\_'."

Section 6.6 Headings. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

Section 6.7 Entire Agreement. This Agreement and all documents and instruments referred to herein constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof. Each Party hereby agrees that, except for the representations and warranties contained in this Agreement, the certificates and other agreements delivered in accordance with this Agreement and the Disclosure Schedules, neither Seller, on the one hand, nor Buyer, on the other, makes any other representations or warranties, and each hereby disclaims any other representations and warranties made by itself or any of its respective Representatives or other Representatives, with respect to the execution and delivery of this Agreement or the transactions contemplated hereby, notwithstanding the delivery or disclosure to any of them or their respective Representatives of any documentation or other information with respect to any one or more of the foregoing.

Section 6.8 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect, and the application of such provision to other Persons or circumstances will not be affected by such invalidity or unenforceability, nor will such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

Section 6.9 Assignment. The rights and obligations of each Party under this Agreement may not be assigned without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6.10 Parties of Interest; Third-Party Beneficiaries. This Agreement will be binding upon and inure solely to the benefit of each Party and its permitted successors and assigns and nothing in this Agreement, express or implied, is intended to or will confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 6.11 Counterparts. This Agreement may be executed in any number of counterparts and by the different Parties in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, DocuSign or PDF file (portable document format file) will be effective as delivery of a manually executed counterpart of this Agreement.

Section 6.12 Mutual Drafting. Each Party has participated in the drafting of this Agreement, which each Party acknowledges is the result of extensive negotiations between the Parties. In the event any ambiguity or question of intent arises, this Agreement will be construed as if drafted jointly by the Parties

and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 6.13 Amendment. This Agreement may not be amended other than by an instrument in writing signed by both Buyer and Seller.

Section 6.14 Extension; Waiver. Any agreement on the part of a Party to any such extension or waiver will be valid only if set forth in a written instrument signed on behalf of such Party. No failure or delay on the part of any Party in the exercise of any right or remedy hereunder will impair such right or remedy or be construed as a waiver of, or acquiescence in, any breach hereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or any other right.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be signed as of the date first written above.

SELLER:

SYNERGY BLUE, LLC

By: 

Name: Amanda Vance

Title: CEO

*{Signature Page to Asset Purchase Agreement}*

**PATENT**  
**REEL: 063087 FRAME: 0640**

**BUYER:**

**AKKADIAN ENTERPRISES**

By: Frank Feng  
Name:  
Title: President

**EXHIBIT I – EXCLUDED ASSETS**

<b>Patents</b>				
<b>Title</b>	<b>Filing Date</b>	<b>Application Number</b>	<b>Issue Date</b>	<b>Patent Number</b>
DYNAMIC PLACEMENT OF IN-GAME ADS, IN-GAME PRODUCT PLACEMENT, AND IN-GAME PROMOTIONS IN WAGER-BASED GAME ENVIRONMENTS	3/22/2018	15/928,283	8/11/2020	10,741,016
COMPUTER-IMPLEMENTED METHODS AND REGULATED GAMING MACHINES CONFIGURED FOR COORDINATED PLACEMENT OF ADS	8/7/2019	16/534,655	3/30/2021	10,964,159
COMPUTER-IMPLEMENTED METHODS AND REGULATED GAMING MACHINES CONFIGURED FOR COORDINATED PLACEMENT OF ADS	7/30/2020	PCT/US20/44321	N/A	N/A
DYNAMIC PLACEMENT OF IN-GAME ADS, IN-GAME PRODUCT PLACEMENT, AND IN-GAME PROMOTIONS IN WAGER-BASED GAME ENVIRONMENTS	6/29/2017	15/638,363	4/10/2018	9940785
DYNAMIC PLACEMENT OF IN-GAME ADS, IN-GAME PRODUCT PLACEMENT, AND IN-GAME PROMOTIONS IN WAGER-BASED GAME ENVIRONMENTS	12/7/2018	2017286898	N/A	N/A
DYNAMIC PLACEMENT OF IN-GAME ADS, IN-GAME PRODUCT PLACEMENT, AND IN-GAME PROMOTIONS IN WAGER-BASED GAME ENVIRONMENTS	6/29/2017	3,029,571	N/A	N/A
DYNAMIC PLACEMENT OF IN-GAME ADS, IN-GAME PRODUCT PLACEMENT, AND IN-GAME PROMOTIONS IN WAGER-BASED GAME ENVIRONMENTS	12/17/2018	1/2018/502659	N/A	N/A
DYNAMIC PLACEMENT OF IN-GAME ADS, IN-GAME PRODUCT PLACEMENT, AND IN-GAME PROMOTIONS IN WAGER-BASED GAME ENVIRONMENTS	12/18/2018	11201811653Q/ 62/400,094 (US)	9/4/2020	11201811653Q
DYNAMIC PLACEMENT OF IN-GAME ADS, IN-GAME PRODUCT PLACEMENT, AND IN-GAME PROMOTIONS IN WAGER-BASED AND NON WAGER-BASED GAME ENVIRONMENTS	6/29/2016	62/356,233	N/A	N/A
DYNAMIC PLACEMENT OF IN-GAME ADS, IN-GAME PRODUCT PLACEMENT, AND IN-GAME PROMOTIONS IN WAGER-BASED AND NON WAGER-BASED GAME ENVIRONMENTS	9/27/2016	62/400,094	N/A	N/A
DYNAMIC PLACEMENT OF IN-GAME ADS, IN-GAME PRODUCT PLACEMENT, AND IN-GAME PROMOTIONS IN WAGER-BASED GAME ENVIRONMENTS	6/29/2017	PCT/US17/40149	N/A	N/A

DYNAMIC PLACEMENT OF IN-GAME ADS, IN-GAME PRODUCT PLACEMENT, AND IN-GAME PROMOTIONS IN WAGER-BASED GAME ENVIRONMENTS	4/9/2018	15/948,863	4/2/2019	10249137
DYNAMIC PLACEMENT OF IN-GAME ADS, IN-GAME PRODUCT PLACEMENT, AND IN-GAME PROMOTIONS IN WAGER-BASED GAME ENVIRONMENTS	4/1/2019	16/372,382	N/A	N/A
METHODS, DEVICES AND SYSTEMS FOR BREEDING, TRAINING, RACING AND WAGERING ON VIRTUAL HORSES USING A DISTRIBUTED LEDGER	10/22/2019	62/924,658	N/A	N/A
METHODS, DEVICES AND SYSTEMS FOR BREEDING, TRAINING, RACING AND WAGERING ON VIRTUAL HORSES USING A DISTRIBUTED LEDGER	10/22/2020	17/977,426	N/A	N/A
METHODS, DEVICES AND SYSTEMS FOR BREEDING, TRAINING, RACING AND WAGERING ON VIRTUAL HORSES USING A DISTRIBUTED LEDGER	10/22/2020 04/29/2021	PCT/US20/56822	N/A	N/A



**EXHIBIT II – PURCHASE PRICE ALLOCATION**

<b>Asset Class</b>	<b>Purchase Price Allocation</b>
Class I Assets:	N/A
Class II Assets:	N/A
Class III Assets:	N/A
Class IV Assets:	
Gaming Machines	\$727,487.40
Warehouse Parts	\$115,290.16
Class V Assets:	
Furniture, Fixtures and Equipment	\$38,041.94
Class VI and VII Assets:	
Intellectual Property	\$66,344.50