

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7942991

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RICH CONTEXT LLC	03/27/2023
RECEIVING PARTY DATA	
Name:	ACCENTURE GLOBAL SOLUTIONS LIMITED
Street Address:	3 GRAND CANAL PLAZA
Internal Address:	UPPER GRAND CANAL STREET
City:	DUBLIN
State/Country:	IRELAND
Postal Code:	4
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16795078
CORRESPONDENCE DATA	
Fax Number:	(877)769-7945
<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:	(202) 783-5070
Email:	deal@fr.com, apsi@fr.com
Correspondent Name:	DAVID E. JORDAN
Address Line 1:	FISH & RICHARDSON P.C.
Address Line 2:	P.O.BOX 1022
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022
ATTORNEY DOCKET NUMBER:	12587-1079002
NAME OF SUBMITTER:	MICHELLE L DEAL
SIGNATURE:	/Michelle L Deal/
DATE SIGNED:	05/09/2023
Total Attachments: 21	
source=Assignment-RichContexttoAccenture#page1.tif	
source=Assignment-RichContexttoAccenture#page2.tif	
source=Assignment-RichContexttoAccenture#page3.tif	
source=Assignment-RichContexttoAccenture#page4.tif	

source=Assignment-RichContexttoAccenture#page5.tif
source=Assignment-RichContexttoAccenture#page6.tif
source=Assignment-RichContexttoAccenture#page7.tif
source=Assignment-RichContexttoAccenture#page8.tif
source=Assignment-RichContexttoAccenture#page9.tif
source=Assignment-RichContexttoAccenture#page10.tif
source=Assignment-RichContexttoAccenture#page11.tif
source=Assignment-RichContexttoAccenture#page12.tif
source=Assignment-RichContexttoAccenture#page13.tif
source=Assignment-RichContexttoAccenture#page14.tif
source=Assignment-RichContexttoAccenture#page15.tif
source=Assignment-RichContexttoAccenture#page16.tif
source=Assignment-RichContexttoAccenture#page17.tif
source=Assignment-RichContexttoAccenture#page18.tif
source=Assignment-RichContexttoAccenture#page19.tif
source=Assignment-RichContexttoAccenture#page20.tif
source=Assignment-RichContexttoAccenture#page21.tif

GENERAL DEED OF ASSIGNMENT
of Intellectual Property Rights
relating to the Business of The Stable among

The Stable Group Holdings, LLC, a Delaware limited liability company (the "**Company**"), **The Stable Group, LLC**, a California limited liability company ("**The Stable**"), **Kreative Sales and Marketing, LLC**, an Arkansas limited liability company ("**Kreative**"), **Rich Context LLC**, an Arkansas limited liability company ("**Rich Context**"), **The Retail Firm, LLC**, an Arkansas limited liability company ("**TRF**"), **Brand Value Accelerator LLC** ("**BVA**") and **Matthew Zehner LLC**, a Delaware limited liability company ("**Zehner**", and together with the Company, The Stable, Kreative, Rich Context, TRF and BVA, collectively, "**Assignor**"),

and

Accenture Global Solutions Limited, a private company limited by shares, with company number 554978 and having its registered address at 3 Grand Canal Plaza Upper Grand Canal Street, Dublin 4, Ireland ("**Assignee**"),

(collectively, the "**Parties**").

WHEREAS

Following the consummation of the transactions contemplated by the Equity Purchase Agreement and Agreement and Plan of Merger dated as of July 13, 2022 (the "**EPA**") among Accenture Inc., a Delaware corporation ("**Accenture**"), Stallion Merger Sub LLC, a Delaware limited liability company and wholly-owned subsidiary of Accenture, the Company, GCP SGH Blocker Seller, LLC, a Delaware limited liability company, for itself and in its capacity as the representative, Tree Line Direct Lending II, LP, a Delaware limited partnership, Tree Line Credit Strategies, LP, a Delaware limited partnership, Swiss Capital TLCP Private Debt Fund L.P., a Cayman Islands exempted limited partnership, Enhanced SBIC II, LP, a Delaware limited partnership, and Tree Line Direct Lending III, LP, a Delaware limited partnership, Accenture directly or indirectly acquired the entire equity interest of the Company;

WHEREAS

The Company owns 100% of the equity of The Stable, Kreative, Rich Context, TRF, BVA and Zehner.

WHEREAS

On August 16, 2022, the transaction closed pursuant to the EPA;

WHEREAS

Assignor is the owner of Intellectual Property Rights (as hereinafter defined) relating to the business of the Assignor and has the sole right of assignment, transfer, sale and conveyance; and

WHEREAS

Assignor is willing to assign, and the Assignee wishes to acquire, the Intellectual Property Rights for the consideration and upon the terms set out in this General Deed of Assignment ("**Deed**").

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. ASSIGNMENT

1.1 In consideration of the sum of the Original Purchase Price as set forth in Schedule 4 payable and subject to any adjustments according to Schedule 4, the Assignor hereby sells, assigns, transfers and conveys with effect from the **Effective Date** (as defined in Schedule 3) and for the worldwide territory to the Assignee:

- all the property, right, title and interest in and to the intellectual property rights vested in the Assignor as described in Schedule 1 ("**Intellectual Property Rights**"), free and clear of all liens and encumbrances other than those disclosed in Schedule 2; and
- all rights of the Assignor to institute and maintain proceedings against any person or entity in respect of any infringement of any of the Intellectual Property Rights whether such infringement or wrongful use occurred prior to the Effective Date or occurs on or after the Effective Date, which rights shall include the right to sue for past damages and recover damages for past infringements and other remedies in respect of any past or future infringements or violations of such rights and to retain any damages obtained as a result of such action.

1.2 To the extent that applicable law prevents the assignment of Intellectual Property Rights or parts thereof, this Deed shall be construed as an irrevocable and perpetual exclusive worldwide license to Assignee to use, copy, modify and sublicense to any third party the respective Intellectual Property Rights or the unassignable parts thereof; and to provide Assignee substantially the same rights of paragraph 1.1 to institute and maintain proceedings against any person in respect of any infringement of any of the Intellectual Property Rights and to retain any damages arising.

1.3 Notwithstanding the foregoing, this assignment shall not constitute an assignment or attempted assignment of any agreement (or part thereof) if the attempted assignment thereof, without the consent of the other party thereto, would constitute a breach thereof or would in any way adversely affect the rights of Assignor or Assignee, unless and until such consent has been granted. Assignor and Assignee covenant and agree that in any such case the beneficial interest in and to any such agreements (or the relevant part thereof) shall in any event pass hereby to Assignee. Assignor further covenants and agrees (i) to hold and hereby declares that it holds any and all such

agreements (or the relevant part thereof) in trust for the benefit of Assignee, its successors and assigns, (ii) to obtain and secure all consents that may be necessary to effect a full and valid transfer or transfers of the same, (iii) to make or complete such transfer or transfers as soon as reasonably possible, and (iv) to cooperate with Assignee in any assignment or other reasonable arrangement designed to provide for Assignee the benefits of and under any such agreement.

- 1.4 Each party (i.e. Assignor or Assignee) shall be solely responsible for and pay all taxes due and arising on profits, gains or income in respect of their trading income, property or any other investment.
- 1.5 All amounts payable under this Deed shall be exclusive of any indirect taxes. Indirect taxes shall include, but not be limited to, sales, use, excise, value added, goods and services, consumption, and other similar taxes and duties. Such taxes shall be payable in addition to the consideration due under this Deed at the appropriate prevailing rate. Where the Assignor is obliged by applicable law to account for such indirect taxes to a tax authority, the Assignee shall pay an amount equal to such taxes and the consideration to the Assignor on the due date herein mentioned provided that that Assignor shall issue an invoice(s) as required by applicable law to the Assignee. Where the Assignor is not obliged to account for such indirect taxes to a tax authority under applicable law, the Assignor shall still provide the Assignee with an appropriate invoice(s) if required by law, and the Assignee shall account for such indirect taxes as required by applicable law on receipt of the appropriate invoice(s). The Assignee shall, if required by the Assignor, provide its local indirect taxes registration number to the Assignor.
- 1.6 Where the Assignee is obliged to withhold any amount for or on account of tax from any payments due to the Assignor under this Deed, the Assignee shall be entitled to withhold such amount and pay that over to the relevant tax authority and shall not be required to increase any amount payable by it under this Deed to an amount which (after making such withholding) leaves an amount equal to the payment which would have been due if no such withholding had been required. The Assignee shall notify the Assignor of this obligation and the rate of withholding tax. Where the Assignor is entitled to exemption from, or the benefit of a lower rate of, withholding tax from any payments due to it under this Deed, the Assignor and the Assignee shall agree not to withhold or to withhold an amount on account of tax at the lower rate (as applicable) provided that the Assignor shall provide the Assignee with the relevant tax residence certificates (and any other documentation that may be necessary) prior to any payment to enable any exemption from, or reduction of, withholding tax, or otherwise within thirty (30) days of payment. Where Assignor anticipates that it will be unable to provide such documentation within such period, Assignee will withhold an amount on account of such tax at the rate which would apply absent any entitlement to an exemption or a lower rate of withholding. The Assignee shall provide the Assignor with the appropriate withholding tax certificate(s) to evidence the amount withheld at source on account of such tax and provide all such assistance as may reasonably be required to obtain credit for or refund of such a withholding. Both the Assignee and the Assignor shall cooperate with each other to mitigate or minimize the impact of such withholding tax implications to either party.

- 1.7 Each Party shall be responsible for all and any taxes due on remuneration payable to its employees and/or subcontractors.
- 1.8 Transfer taxes shall be paid in accordance with applicable law unless otherwise agreed by the Parties.
- 1.9 The payment in Schedule 4 includes all the payments owed by Assignee to Assignor related to the Intellectual Property Rights.
- 1.10 The Assignor agrees to reimburse and hold the Assignee harmless from any deficiency (including penalties and interest) relating to taxes that are the responsibility of the Assignor under this Deed and vice versa.

2. WARRANTIES

- 2.1 The Assignor warrants, represents and undertakes to the Assignee that:
 - (a) The Assignor is the owner of the Intellectual Property Rights and has the unrestricted right to use and assign the same, free and clear of all liens and encumbrances other than those disclosed in Schedule 2;
 - (b) To the best of the Assignor's knowledge, information and belief, no third party has any rights in or claims upon any of the Intellectual Property Rights;
 - (c) The Assignor is entitled to sell, assign, convey and transfer all of its right, title and interest in and to the Intellectual Property Rights to the Assignee on the terms set out in this Deed;
 - (d) The Assignor has not parted with the ownership, possession or control of, or disposed or agreed to dispose of, or assigned, or granted, or agreed to grant any option or right of pre-emption in respect of, or offered for sale, its right, title or interest in any of Intellectual Property Rights; and
 - (e) All licenses and alliances which entitle others to use the Intellectual Property Rights are listed in Schedule 2. All other obligations of Assignor (if any) relating to the Intellectual Property Rights are listed in Schedule 2. Assignee only assumes these obligations if expressly provided for in Schedule 2.

3. DISCLOSURE OF INFORMATION

- 3.1 Subject to Clause 3.2, the Assignor shall observe (and shall ensure that their officers and employees shall observe) strict confidence in relation to the Intellectual Property Rights and shall not use the same and shall not divulge or communicate to any person or use or exploit for any purpose whatsoever any of them, except as necessary to meet its obligations towards their licensees, third parties or under applicable laws or following binding court rulings under signed non-disclosure agreements or similar confidentiality provisions. If Assignor intends to disclose Intellectual Property Rights or portions thereof as specified herein, it shall notify Assignee of this intention before disclosure.

- 3.2 This restriction in Clause 3.1 shall continue to apply after the execution of this Deed without limit of time but shall cease to apply to information or knowledge which may properly come into the public domain through no fault of the Assignor or any such officer or employee.
- 3.3 Subsequent to the transfer of the Intellectual Property Rights to Assignee, Assignor shall not have the right to make use of the Intellectual Property Rights in any way except as may be set forth in the global agreements signed between Assignor and Assignee, namely (1) the "Intellectual Property Services Agreement", and (2) the "AGS Intellectual Property License" as they may be amended from time to time thereafter.

4. MORAL RIGHTS

The Assignor confirms that it has obtained all necessary written consents and, where appropriate, waivers to all acts and omissions that would otherwise infringe the Moral Rights of any author of the Intellectual Property Rights (or part of the Intellectual Property Rights), to the extent permitted by applicable law.

Moral Rights means:

- (a) the right of attribution of authorship;
- (b) the right not to have authorship falsely attributed;
- (c) the right of integrity of the work; and
- (d) any right of a similar nature,

which is conferred by statute and which exists or comes to exist anywhere in the world.

5. FURTHER ASSISTANCE

- 5.1 The Assignor further covenants that it will execute all documents, papers, forms and authorizations and depose to or swear all declarations and oaths and do all such things as the Assignee may reasonably require to secure for the Assignee the full benefit of the rights assigned under this Deed.
- 5.2 The Assignor hereby irrevocably appoints the Assignee as its attorney in its name to execute any document and do any act or thing which may be necessary to fulfill its obligations towards third parties under this Deed.

6. NOTICES

Unless otherwise agreed, all notices, instructions and other communications to be given to a party under this Deed shall be given to the electronic mail address (confirmed if requested) and to the individual or department nominated by the relevant party and notified to the other party from time to time. Unless otherwise specified, any notice instruction or other communication given in accordance with this clause shall be effective upon receipt.

7. ENTIRE AGREEMENT

This Deed constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto. No amendment, modification or waiver in respect of this Deed will be effective unless in writing and executed by each of the parties or confirmed by an exchange of electronic messages on an electronic messaging system and subsequently effected in writing.

8. SEVERABILITY

In the event any one or more of the provisions contained in this Deed should be held invalid, illegal or unenforceable in any respect under the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions under the law of such jurisdiction, and the validity, legality and enforceability of such and any other provisions under the law of any other jurisdiction, shall not in any way be affected or impaired thereby.

9. APPLICABLE LAW AND ARBITRATION

9.1 This Deed (together with all documents referred to herein) shall be governed by and construed in accordance with the laws of Ireland.

9.2 Nothing in this Deed shall override a mandatory law of a particular country which the laws of that country prescribe must apply in a particular situation notwithstanding the choice of Irish law to govern this Deed.

9.3 Any disputes arising under or on connection with this Deed shall be referred to and fully and finally determined by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitral tribunal shall consist of a sole arbitrator. The place of arbitration shall be Dublin, Ireland. The language to be used in the arbitration proceedings shall be English. The decision of the arbitrator shall be binding on the parties and may be enforced by the prevailing Party in any court of competent jurisdiction.

10. COUNTERPARTS

This Deed may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

11. EFFECTIVE DATE

Assignor and Assignee have executed this Deed on the dates set forth below their respective signatures, but intend and agree that this Deed shall be effective as of the Effective Date, with the same force and effect as if executed on the Effective Date.

IN WITNESS WHEREOF the Parties have caused the Deed to be duly executed by their respective authorised officers.

Executed by **The Stable Group Holdings, LLC**, acting by the following persons or, if the seal is affixed, witnessed by the following persons:

DocuSigned by:
Robert F. Goldman
Signature of the Secretary

Robert F. Goldman
Name of the Secretary (print)

March 27, 2023
Date of Signing

Executed by **The Stable Group, LLC**, acting by the following persons or, if the seal is affixed, witnessed by the following persons:

DocuSigned by:
Robert F. Goldman
1B936FD621314F9...
Signature of the Secretary

Robert F. Goldman
Name of the Secretary (print)

March 27, 2023
Date of Signing

Executed by **Kreative Sales and Marketing, LLC**, acting by the following persons or, if the seal is affixed, witnessed by the following persons:

DocuSigned by:
Robert F. Goldman
18936FD621314F9...
Signature of the Secretary

Robert F. Goldman
Name of the Secretary (print)

March 27, 2023
Date of Signing

Executed by **Rich Context LLC**, acting by the following persons or, if the seal is affixed, witnessed by the following persons:

DocuSigned by:

Robert F. Goldman

Signature of the Secretary

Robert F. Goldman
Name of the Secretary (print)

March 27, 2023
Date of Signing

Executed by **The Retail Firm, LLC**, acting by the following persons or, if the seal is affixed, witnessed by the following persons:

DocuSigned by:
Robert F. Goldman
1B936FD621314F9
Signature of the Secretary

Robert F. Goldman
Name of the Secretary (print)

March 27, 2023
Date of Signing

Executed by **Brand Value Accelerator LLC**,
acting by the following persons or, if the
seal is affixed, witnessed by the following
persons:

DocuSigned by:
Robert F. Goldman
Signature of the Secretary

Robert F. Goldman
Name of the Secretary (print)

March 27, 2023
Date of Signing

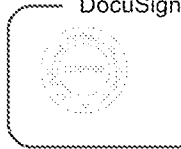
Executed by **Matthew Zehner LLC**, acting by the following persons or, if the seal is affixed, witnessed by the following persons:

DocuSigned by:
Robert F. Goldman
18936FD621314F8...
Signature of the Secretary

Robert F. Goldman
Name of the Secretary (print)

March 27, 2023
Date of Signing

DocuSigned by:



PRESENT when the common seal)
of **ACCENTURE GLOBAL SOLUTIONS LIMITED**)

was affixed hereto

DocuSigned by:
Brian Connolly)
FEE97C7F926F4FB...

Name: Brian Connolly

Title: Director

Date of Signing: March 27, 2023

SCHEDULE 1

All intellectual property and industrial property rights worldwide owned by the Assignor, including, but not limited to, patents (including supplementary protection certificates and divisionals), patent applications, trademarks and service marks and associated goodwill, including domain names and other internet keywords, brand names, designs, utility models, trade or business names, know-how, passing-off rights, rights under any unfair competition, publicity or personality rights, copyrights (including moral rights), works of authorship (including computer programs, software, compilations, applications, files and Internet site content), inventions, invention disclosures, processes, methodologies, algorithms, frameworks, models, solutions, trade secrets, know-how, get-up, trade dress or other industrial or intellectual property rights and rights of a similar or corresponding nature, and registrations and applications for registration of any of the foregoing in each case in any part of the world; and

U.S. Federal Trademark Registrations and Applications

Mark	Owner	Registration No.	Application No.	Registration Date	Filing Date
THE STABLE	The Stable	8224229	85922162	1/22/2015	5/7/12
RICH CONTEXT	Rich Context	5824117	88938852	8/8/2018	7/11/18
PATHELINK	Rich Context	5892071	88121189	7/18/2020	9/18/18
RF Retail Fire	RF	N/A	87017915	N/A	9/11/2011
HYPHEN	Rich Context	8256126	88842949	1/26/21	1/18/20
BLACKBIRD	The Stable	N/A	9718667	N/A	12/20/21

U.S. Federal Patent Registrations and Applications

Patent	Owner	Patent No.	Application No.	Issue Date	Filing Date
DYNAMIC DATA ATTRIBUTION OF BRICK AND MORTAR POINTS OF INTEREST	The Stable	N/A	17394929	N/A	8/4/2021
DYNAMIC DATA ATTRIBUTION OF BRICK AND MORTAR POINTS OF INTEREST	The Stable	N/A	69468973	N/A	8/4/2020
COMBINATION LIGHT STORAGE CONTAINER AND SOLID MATERIAL STORAGE CONTAINER	Esposito	N/A	20077885	N/A	1/23/2018
SYSTEMS, DEVICES, AND METHODS FOR PRESENTING CUSTOMIZED CONTENT THROUGH WEB API	Rich Context	11,430,447	14,795,678	5/18/2021	3/18/2020

U.S. Federal Copyright Registrations and Applications

Copyright	Owner	Registration No.	Application No.	Registration Date	Filing Date
Carmen	Rich Context	Registration # TX 8-436-132	N/A	11/20/2017	N/A
Lucy	Rich Context	Registration	N/A	11/20/2017	N/A

Copyright	Owner	Registration No.	Application No.	Registration Date	Filing Date
		# TX 8-436-052			
Kena	Rich Context	Registration # TX8-436-050	N/A	11/20/2017	N/A

DOMAIN NAMES:

Company:

1. thestablegroup Holdings.com

The Stable:

2. thestable.com
3. thestableagency.com
4. thestable.agency
5. thestable.store
6. thestable.io
7. thestablestore.com
8. thestablegroup.com
9. consumerbrand.agency
10. bestbuyprom.com
11. elisabethvineyards.com
12. elisabethvineyard.com
13. elisabethvineyard.com
14. elyssabethvineyard.com
15. drinksaltwater.com
16. drunkfundays.com
17. drinklido.com
18. annotae.com
19. elisabethwinery.com
20. canoehillvineyard.com
21. elisabethwinery.com
22. elyssabethwinery.com
23. mymodulst.com
24. modulst.us

Kreative:

1. kreative-group.com
2. kreativeoutdoors.com
3. kreativesalesandmarketing.com

Rich Context:

1. pathlink
2. richcontext.com
3. hyphen.shopping

TRE: None

BVA:

1. bvacommerce.com
2. bvacel.com
3. rocketcode.io
4. turmericai.com
5. commercecruse.com

Zehner:

1. <https://www.zehnergroupp.com>
-

Company Products:

1. Hyphen
 2. Radius
 3. Bedrock
 4. Blackbird
 5. Admin/Tower
-

Schedule 2

Liens and Encumbrances:

See EPA

Licenses:

See EPA

Other Obligations of Assignor relating to the Intellectual Property Rights:

See EPA

SCHEDULE 3

Effective Date: August 16, 2022 (the "**Effective Date**")

Schedule 4

Payments

(a) Original Purchase Price

Subject to the true up mechanism set forth in subsection (b) below, the purchase price consideration for the assignment of the Intellectual Property Rights pursuant to the Deed shall be an aggregate of \$8,700,000 (hereinafter the "**Original Purchase Price**"), with \$1 of the Original Purchase Price to be paid by Assignee to the **Company**, \$7,024,996 of the Original Purchase Price to be paid by Assignee to **The Stable**, \$1 of the Original Purchase Price to be paid by Assignee to **Kreative**, \$1,610,000 of the Original Purchase Price to be paid by Assignee to **Rich Context**, \$65,000 of the Original Purchase Price to be paid by Assignee to **TRF**, \$1 of the Original Purchase Price to be paid by Assignee to **BVA** and the remaining \$1 of the Original Purchase Price to be paid by Assignee to **Zehner** (together with the **Company**, **The Stable**, **Kreative**, **Rich Context**, **TRF**, **BVA** and **Zehner** the "**Assignor Payee**"). The Original Purchase Price is exclusive of any taxes under Section 1.5, if any.

The Assignee shall pay the Original Purchase Price within 60 days after the execution of the Deed to an account indicated by the Assignor Payee.

(b) Determination of the Adjusted Purchase Price

At the option of the Parties, in order to validate or, as the case may require, adjust the Original Purchase Price paid to the Assignor, the Parties may agree to the following true up mechanism:

As soon as possible after the execution and consummation of this Deed, the Assignor and the Assignee will jointly mandate an independent third party valuer as the Appraiser to conduct an independent valuation of the Acquired Assets. The Appraiser shall be instructed to issue a written report to Assignee, setting forth the following:

- The "**Adjusted Purchase Price**"
- The allocation of the Original Purchase Price or Adjusted Purchase Price between Assignor, where appropriate (the "**Adjusted Allocation**")
- Valuation Methodology
- Further relevant factors

(c) Adjusted Purchase Price exceeds the Original Purchase Price

In the event the Adjusted Purchase Price exceeds the Original Purchase Price, the Assignee agrees to pay such amount which exceeds the Original Purchase Price (the "**Surplus**") to the Assignor Payee, on a pro-rata basis based on the percentage of the Original Purchase Price received, as soon as practically possible following the issuance of the final valuation report.

(d) Adjusted Purchase Price below Original Purchase Price

In the event the Adjusted Purchase Price is below the Original Purchase Price, the Assignor Payee, on a pro-rata basis based on the percentage of the Original Purchase Price received, agrees to reimburse to the Assignee such amount which is below the Original Purchase Price (the "**Shortfall**") as soon as practically possible following the issuance of the final valuation report.

(e) Adjusted Allocation

In the event of an Adjusted Allocation, the Parties agree to make the required adjustments as soon as practically possible following the issuance of the final valuation report.

(f) Other Adjustments

It is the intention of the Parties to transact at arm's length. In the event that the amount of either the Original Purchase Price (other than pursuant to subsection (b) above) or the Adjusted Purchase Price is determined by the contracting parties or any governmental authority not to be at arm's length, or is subject to adjustment by any third party, or as mutually agreed, the Parties hereby agree that Assignee shall pay to the appropriate Assignor, or the appropriate Assignor shall pay to the Assignee, as the case may be, the full amount of any such difference or adjustment to ensure the Parties are transacting at arm's length.