

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SYMBIONT.IO, INC.	06/05/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	LM FUNDING AMERICA, INC.
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<b>City:</b>	TAMPA
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33606
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15994714
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)672-5399
<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>	
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<b>NAME OF SUBMITTER:</b>	ELINA SALIMOVA
<b>SIGNATURE:</b>	/Elina Salimova/
<b>DATE SIGNED:</b>	06/08/2023
<b>Total Attachments: 21</b>	
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## BILL OF SALE

THIS BILL OF SALE (this "Agreement") is entered into as of June 5, 2023, by and between LM Funding America, Inc. ("Buyer"), the Buyer with respect to all assets of and Symbiont.io, LLC, a Delaware limited liability company ("Seller") a debtor and debtor in possession under Case No. 22-11620-(PB) (the "Bankruptcy Case") in the United States Bankruptcy Court for the Southern District of New York, Case No. 22-11620(the "Bankruptcy Court"). Seller and Buyer are each sometimes referred to as a "Party." In consideration of the matters in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the Seller hereby sells, conveys and transfers to the Buyer, by operation of Asset Purchase Agreement dated June 1, 2023 (the "APA"), all of the rights and interests of the Purchased Assets (as defined in the APA) free and clear of all liens and encumbrances pursuant to 11 U.S.C. section 363 ("Section 363") as ordered by the court on June 1, 2023, upon the following terms and conditions:

1. Delivery. The Buyer hereby accepts delivery of the Purchased Assets in accordance with the terms of the APA.

2. Title; Limitation of Liability. The Buyer acknowledges that this is a disposition pursuant to the APA under Section 363 of the Bankruptcy Code, and approved by the Bankruptcy Court. Seller has good and valid title, sole ownership, custody and control of all of the Purchased Assets with the full right to sell or dispose of the Purchased Assets subject to approval of the Bankruptcy Court. To Seller's reasonable knowledge, Seller has no undischarged obligations affecting the Purchased Assets being sold under this Agreement and no Encumbrances, liens or security interests exist against the Purchased Assets being sold under this Agreement, other than those to be discharged in the Sale Order. Subject to the entry of the Sale Order, Seller has the power and the right to sell, assign and transfer the Purchased Assets, free and clear of all Encumbrances. Seller is duly organized, validly existing and in good standing under the laws of the state of its incorporation with the requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to conduct its business as now being conducted. Subject to the entry of the Sale Order, the execution, delivery and performance of this Agreement and all Ancillary Agreements to which Seller is or will become a party and the actions to be taken by Seller in connection with the consummation of the transactions contemplated herein: (i) are within the powers of Seller, are not in contravention of applicable law or the terms of the Governing Documents of Seller and have been duly authorized by all appropriate action; (ii) have been duly authorized by all actions and proceedings on behalf of Seller, and no other actions or proceedings on the part of Seller, its board of directors or equity holders are necessary; (iii) except as otherwise expressly herein provided, to Seller's reasonable knowledge, do not require any approval or consent of, or filing with, any third party or any Governmental Authority; and (iv) to Seller's reasonable knowledge, will not violate any law to which Seller is subject.

3. Exclusion of Certain Warranties. This sale is made on an AS IS, WHERE IS basis. Accordingly, except as set forth in Paragraph 2 and in the APA, THE SELLER MAKES NO AFFIRMATIONS, PROMISES OR WARRANTIES, as to the Purchased Assets or the condition, quality or operating characteristics of the Purchased Assets, as to any prior use of the

Purchased Assets, or any other matter whatsoever, and the Buyer assumes all risks as to the quality and performance of the Purchased Assets..

4. Further Assurances. If the Buyer shall consider or be advised that any deeds, instruments of conveyance, assignments, assurances, or any other actions or things are necessary or desirable to vest, perfect, or confirm ownership (of record or otherwise) in the Buyer or the Buyer's right, title, or interest in, to, or under any or all of the Purchased Assets transferred and conveyed by the Seller hereunder, the Seller shall execute and deliver all deeds, bills of sale, instruments of conveyance, powers of attorney, assignments, and assurances, and take and do all such other actions and things, in each case as may be reasonably requested by the Buyer in order to vest, perfect, or confirm any and all right, title, and interest in, to, and under such rights, properties, or assets in the Buyer as further discussed in the APA.

5. Binding on Successors; No Third Party Beneficiaries. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and the successors in interest and permitted assigns of such parties. This Bill of Sale is not intended to confer any rights or remedies upon any person other than the parties hereto.

6. Counterparts. This Bill of Sale may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The delivery of copies of this Bill of Sale or other documents to be delivered pursuant to this Bill of Sale, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Bill of Sale or such other document for all purposes. In the event that the Bill of Sale and APA conflict, the APA governs.

Dated: June 5, 2023

SELLER:

Symbiont.io, LLC



By Laura Marcero

Its Chief Restructuring Officer

ACCEPTED AND AGREED TO BY  
BUYER:

LM Funding America, Inc.

By \_\_\_\_\_  
Its \_\_\_\_\_

Purchased Assets, or any other matter whatsoever, and the Buyer assumes all risks as to the quality and performance of the Purchased Assets.

4. Further Assurances. If the Buyer shall consider or be advised that any deeds, instruments of conveyance, assignments, assurances, or any other actions or things are necessary or desirable to vest, perfect, or confirm ownership (of record or otherwise) in the Buyer or the Buyer's right, title, or interest in, to, or under any or all of the Purchased Assets transferred and conveyed by the Seller hereunder, the Seller shall execute and deliver all deeds, bills of sale, instruments of conveyance, powers of attorney, assignments, and assurances, and take and do all such other actions and things, in each case as may be reasonably requested by the Buyer in order to vest, perfect, or confirm any and all right, title, and interest in, to, and under such rights, properties, or assets in the Buyer as further discussed in the APA.

5. Binding on Successors; No Third Party Beneficiaries. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and the successors in interest and permitted assigns of such parties. This Bill of Sale is not intended to confer any rights or remedies upon any person other than the parties hereto.

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Dated: June 5, 2023


SELLER:

Symbiont.io, LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

ACCEPTED AND AGREED TO BY  
BUYER:

LM Funding America, Inc.

By   
Its Vice President  
Corp. Rep.

**EXECUTION COPY**

**ASSET PURCHASE AGREEMENT**

**BY AND BETWEEN**

**SYMBIONT.IO, LLC,**

**as the Chapter 11 Debtor-in-Possession and Seller**

**AND**

**LM Funding America, Inc., or its designee,**

**as the Buyer**

**June 5, 2023**

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**Schedules:**

- Schedule 1: Intellectual Property
- Schedule 2: Assigned Contracts

## ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this “**Agreement**”) is entered into effective as of June 5, 2023 (the “**Effective Date**”), by and among **LM Funding America, Inc.**, a Delaware corporation, or its designee, (“**Buyer**” or “**Secured Lender**”), and **Symbiont.io, LLC**, a Delaware limited liability company (“**Seller**” or “**Debtor**”), a debtor and debtor in possession under Case No. 22-11620-(PB) (the “**Bankruptcy Case**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”). Seller and Buyer are together referred to as the “**Parties**” and each individually as a “**Party**.” Certain terms used in this Agreement are defined in Section 1.1.

### **BACKGROUND**

**WHEREAS**, Seller, among other things, is engaged in the business of developing blockchain platform products, called “smart contracts,” to build and run decentralized applications involving the blockchain that permit financial institutions to use the blockchain to create a more robust and secure record of their financial transactions (the “**Business**”);

**WHEREAS**, on or about December 1, 2022 (the “**Petition Date**”), Seller filed a voluntary petition for chapter 11 relief under title 11 of the United States Code (the “**Bankruptcy Code**”), in the Bankruptcy Court;

**WHEREAS**, pursuant to the *Order Approving Joint Application for an Order Authorizing the Debtor to Retain Huron Consulting Services LLC to Designate a Chief Restructuring Officer for the Debtor Effective as of March 31, 2023* entered in the Chapter 11 Case on April 19, 2023 Dkt. No. 47 (the “**CRO Order**”), the Bankruptcy Court authorized the retention of Laura Marcero of Huron Consulting Services LLC as the Chief Restructuring Officer of the Debtor (the “**CRO**”);

**WHEREAS**, pursuant to the CRO Order, the CRO has the power and authority to, among other things, market and sell the assets of the Debtor for the benefit of the estate and its creditors;

**WHEREAS**, on May 1, 2023, the Debtor filed the Sale Motion, seeking permission to sell the Debtor’s assets on the terms and conditions set forth therein;

**WHEREAS**, on or about May 26, 2023, the Debtor filed a notice [Dkt. No. 73] that it received no bids by the Bidding Deadline and canceled the auction scheduled for May 30, 2023;

**WHEREAS**, Buyer desires to purchase from Seller, all of the Purchased Assets on the terms and conditions set forth herein, free and clear of all liens, claims, rights, encumbrances, and interests pursuant to and in accordance with sections 105, 363 and 365 of the Bankruptcy Code and Rules 4001, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), all as more fully set forth in this Agreement;

**WHEREAS**, Buyer holds a pre-petition secured promissory note and other related documents issued by the Seller with principal, plus accrued interest, fees and expenses in the aggregate amount of not less than \$2,589,416, plus \$127,000 in fees and costs, plus any additional amounts that accrue between May 1, 2023 and the Closing Date (the “**Note Holder Obligations**”);

**WHEREAS**, after the Petition Date, on March 31, 2023, the Buyer entered into a stipulation with the Seller authorizing the Seller to use the Buyer’s cash collateral to pay the reasonable fees and costs of the CRO for services rendered in consummating a sale of substantially all of the Seller’s assets, which was so-ordered by the Bankruptcy Court on April 19, 2023 [Dkt. No. 48], and on May 13, 2023, the Buyer and Seller entered into an amended stipulation for the use of cash collateral [Dkt No. 57] (the “**Cash Collateral Stipulation**”);

**WHEREAS**, in the Debtor’s business judgment, consummation of the transaction described in this Agreement, is a necessary condition to the Debtor’s ability to maximize the value of its assets and recoveries for all holders of rights and claims against the Seller and its property;

**WHEREAS**, the Parties acknowledge and agree that this Agreement was negotiated at arm’s length and in good faith; and

**WHEREAS**, the Parties acknowledge and agree that this Agreement is subject to the approval of the Bankruptcy Court and will be consummated only under the Final Sale Order to be entered in the Bankruptcy Case.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated into the agreements of the Parties herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **ARTICLE I DEFINITIONS**

**1.1. Definitions.** As used in this Agreement, the following terms have the following meanings (unless otherwise expressly provided herein):

“**Accounts Receivable**” means (i) all accounts, accounts receivable, contractual rights to payment, notes, notes receivable, negotiable instruments, chattel paper and vendor and supplier rebates of the Seller in connection with the Business; and (ii) any security interest, claim, remedy or other right related to any of the foregoing.

“**Action**” means any claim, demand, cause of action, litigation, action, suit, arbitration, proceeding, hearing, audit or right in action, as further defined in Section 2.1(xii).

“**Affiliate**” means, with respect to a Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person. The term “control” used in the preceding sentence means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person whether through ownership of voting securities, by contract or otherwise.

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

“**Alternative Transaction**” means in the event that the Bankruptcy Court fails to approve the sale of the Purchased Assets to the Buyer as provided hereunder and instead approves a sale of the Purchased Assets to an entity that has submitted a counteroffer, and such sale closes.

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

“**Assigned Contract**” is defined in Section 2.1(iv).

“**Ancillary Agreements**” means, with respect to any Party, all agreements to which such Party is or will become a party pursuant to this Agreement, if any.

“**Assignment and Assumption**” is defined in Section 2.7(b).

“**Assumed Liabilities**” is defined in Section 2.3(a).

“**Bankruptcy Case**” is defined in the Preamble.

“**Bankruptcy Code**” is defined in the Recitals.

“**Bankruptcy Court**” is defined in the Preamble.

“**Bankruptcy Estate**” means the Debtor’s bankruptcy estate in the Bankruptcy Case created pursuant to 11 U.S.C. § 541(a).

“**Bankruptcy Rules**” is defined in the Recitals.

“**Break-Up Fee**” is defined in Section 8.1(b)(i).

“**Bill of Sale**” is defined in Section 2.7(a).

“**Business**” is defined in the Recitals.

“**Business Day**” means any day other than a Saturday, Sunday or day on which banks are authorized or required to be closed in New York, New York.

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

“**Buyer Released Parties**” is defined in Section 5.6.

“**Closing**” is defined in Section 2.6.

“**Closing Date**” is defined in Section 2.6.

“**Contract**” means any agreement, purchase order, license, lease, contract, arrangement, understanding or commitment, whether oral or written, express or implied, to which a Person or its assets is legally bound.

“**Cure Amounts**” means the amounts, if any, determined by the Bankruptcy Court to be necessary to cure all defaults and to pay all actual losses that have resulted from defaults by Seller pursuant to the Assigned Contracts. Seller believes the Cure Amounts are \$0. Pursuant to the Bid Procedures Order and Sale Notice entered May 20, 2023 [Dkt. No. 62], the Buyer shall have until five (5) business days after the Sale Hearing to provide the Seller with list of proposed Assigned Contracts. Within one (1) business day thereafter, the Debtor shall notify the contract

counterparties of the proposed Assigned Contracts and that the associated Cure Amounts are \$0. A Cure Objection (as defined in the Bid Procedures Order) is due within fourteen (14) days of receiving the Sale Notice. If no Cure Objection is received, any objection to the assumption and assignment or Cure Amounts is deemed waived.

“**Deposit**” is defined in Section 2.5(a).

“**Disputes**” is defined in Section 5.6.

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

“**Encumbrances**” means any and all liens, claims, rights, encumbrances and interests, including without limitation, mortgages, deeds of trust, liens, warehouse liens, Tax Liabilities (defined in Section 2.4(1)), pledges, security interests, leases, subleases, licenses, rights of way, easements, rights of first refusal or first offer, options, options to purchase, agreements to sell, rights of redemption, pledges, restrictions, covenants, violations of law, reservations, set-off rights or similar matters, whether or not of record, or encroachments of any nature whatsoever, or any conditional sale contracts, title retention contracts or other agreements or arrangements to give or to refrain from giving any of the foregoing, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, contingent or non-contingent, material or non-material, known or unknown.

“**Excluded Assets**” is defined in Section 2.2(a).

“**Excluded Liabilities**” is defined in Section 2.4.

“**Expense Reimbursement**” is defined in Section 8.1(b)(i).

“**Final Order**” means an Order of the Bankruptcy Court (or any other court of competent jurisdiction) which has not been modified, amended, reversed, vacated or stayed and as to which (i) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, stay, reargument or rehearing shall then be pending or (ii) if an appeal, writ of certiorari, new trial, stay, reargument or rehearing thereof has been sought, such Order of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, stay, reargument or rehearing shall have expired, as a result of which such action or Order shall have become final in accordance with Bankruptcy Rule 8002; provided that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed relating to such Order, shall not cause an Order not to be a Final Order.

“**Final Sale Order**” means the Bankruptcy Court entering a final, non-appealable order approving the Agreement.

“**Fundamental Representations**” means Section 3.1(a), Section 3.2, Section 3.3(a), and Section 3.5.

**“Governing Documents”** means, for the Person in question, that Person’s Articles of Incorporation, Certificate of Formation, Certificate of Limited Partnership, Bylaws, Partnership Agreement, Limited Liability Company Agreement or other similar documents relating to the formation and/or governance of the business and affairs of such Person.

**“Governmental Authority”** means any foreign, domestic, federal, state, local or municipal government, including any subdivision, court, commission or regulatory agency; any governmental or quasi-governmental authority; and any Person exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority.

**“Indebtedness”** as applied to any Person means without duplication: (i) all obligations of such Person for borrowed money or in respect of loans or advances; (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments; (iii) all obligations in respect of letters of credit, whether or not drawn, and bankers’ acceptances issued for the account of such Person; (iv) all capitalized lease liabilities of such Person; (v) all obligations for the costs or purchase prices of any of the Purchased Assets; (vi) any debt-like obligation or financing-type arrangement in respect of the deferred purchase price of the Purchased Assets; and (vii) any accrued interest, prepayment premiums or penalties or other costs or expenses related to any of the foregoing.

**“Intellectual Property”** means all intellectual property, including: (i) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions and reexaminations thereof; (ii) trademarks, service marks, trade dress, logos, trade names, brand names, corporate names, domain names and other electronic communication identifications, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith; (iii) copyrightable works, copyrights and applications, registrations and renewals in connection therewith; (iv) trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (v) all computer software (including data and related documentation); (vi) all other intellectual proprietary rights; and (vii) all copies and tangible embodiments of any of the foregoing (in whatever form or medium).

**“Interim Period”** is defined in Section 5.2.

**“Liens”** is defined in Section 2.4(l).

**“Material Adverse Effect”** means a change, event, development or occurrence that, individually or in the aggregate, (a) would or would reasonably be expected to prevent or materially delay consummation of the transactions contemplated by this Agreement or (b) has or would reasonably be expected to have a material adverse effect on the Purchased Assets, taken as a whole. Notwithstanding the foregoing, none of the following changes, events, developments or occurrences shall be deemed to constitute or be taken into account in determining whether there has been or may be a Material Adverse Effect under clause (b): (i) any actual or proposed change

in law or accounting standards or the interpretation or implementation thereof; (ii) the entry into this Agreement or the announcement, commencement, pendency or consummation of the transactions contemplated hereby; (iii) any action taken by Seller that is expressly required to be taken by this Agreement; (iv) any change in general business, economic, geopolitical or financial market conditions; (v) acts of war or terrorism; and (vi) any natural disaster or calamity.

“**Order**” means any award, writ, injunction, judgment, order, ruling, decision, decree, directive, or similar determination entered, issued, made or rendered by any Governmental Authority (whether judicial, administrative or arbitral).

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

“**Permits**” means all licenses, permits, franchises, privileges, certificates, rights, registrations, approvals, authorizations, consents, waivers, exemptions, releases, variances, certificates of authority, accreditations, or Orders issued by any Governmental Authority.

“**Person**” means an individual, corporation, partnership, limited liability company, limited liability partnership, trust, association, joint venture, or any other entity or organization, including any Governmental Authority.

“**Plan**” means any plan of reorganization or liquidation pursuant to Title 11 of the United States Code.

“**Purchase Price**” is defined in Section 2.5.

“**Purchased Assets**” is defined in Section 2.1.

“**Records**” means books of account, ledgers, forms, records, documents, files, invoices, vendor or supplier lists, plans and other data which are necessary to or desirable for the ownership, use, maintenance or operation of the Business, the Purchased Assets or the Assumed Liabilities and which are owned or used by the Seller, including all blueprints and specifications, all design drawings and related documents, all manuals, all personnel, payroll, payroll tax and labor relations records, all environmental control records, environmental impact reports, statements, studies and related documents, handbooks, technical manuals and data, engineering specifications and work papers, all pricing and cost information, all sales records, all accounting and financial records, all sales and use tax returns, reports, files and records, asset history records and files, all data entry and accounting systems used to conduct the day-to-day operations of the Business, all maintenance and repair records, all correspondence, notices, citations and all other documents received from, sent to or in the Seller’s possession in connection with any Governmental Entity (including federal, state, county or regional environmental protection, air or water quality control, occupational health and safety, land use, planning or zoning and any alcohol, beverage or fire prevention authorities).

“**Representatives**” means, with respect to any Person, the officers, directors, principals, employees, agents, auditors, advisors and bankers of such Person.

“**Sale Hearing**” means the hearing to be held by the Bankruptcy Court on or about June 1, 2023, to approve the transactions contemplated by this Agreement.

“**Sale Motion**” means Seller’s *Motion for an Order (A) Authorizing and Approving Sale and Bidding Procedures in Connection with Proposed Sale of Substantially All of Debtor’s Assets; (B) Scheduling a Hearing on Shortened Notice to Approve Bidding Procedures (C) Scheduling a Hearing to Consider Approval of the Sale; (D) Prescribing the Manner of Notice for Such Hearings; (E) Authorizing and Approving the Asset Purchase Agreement with LM Funding America, Inc.; and (F) Authorizing Such Sale Free and Clear of all Liens, Claims and Encumbrances* and any related supplemental pleadings, filed May 1, 2023.

“**Sale Order**” means a Final Order of the Bankruptcy Court approving, inter alia, (i) the sale of the Purchased Assets to Buyer free and clear of any Encumbrances, and (ii) the assumption and assignment of the Assigned Contracts to Buyer, in the form of the Sale Order attached as **Exhibit C** to the Sale Motion or otherwise in form and substance satisfactory to Buyer and Seller.

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

“**Seller Releasing Parties**” is defined in Section 5.6.

“**Taxes**” means all federal, state, local and foreign taxes or similar charges, including all income, franchise, margin, real property, withholding, employment, sales, excise and transfer taxes and any interest and penalties thereon.

“**Tax Liabilities**” is defined in Section 2.4(l).

“**Termination Date**” is as defined in Section 8.1 and can be extended upon the mutual agreement of Seller and Buyer.

“**Title Liens**” is defined in Section 2.4(c).

“**UCC Liens**” is defined in Section 2.4(b)4.

## ARTICLE II TRANSACTIONS AT THE CLOSING

### 2.1. **Purchased Assets.**

Subject to and in reliance upon the terms and conditions of this Agreement and the Final Sale Order, at the Closing, Seller shall grant, sell, convey, assign, transfer and deliver to Buyer, and Buyer shall acquire, all of Seller’s right, title and interest in and under all of Seller’s assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible, wherever located and whether now existing or hereafter acquired, which are owned, maintained, used or held for use by the Seller in connection with the Business, other than the Excluded Assets (all such assets other than the Excluded Assets, the “**Purchased Assets**”), free and clear of all claims, Encumbrances, Excluded Liabilities, and other interests, without limitation, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, including the following:

(i) all equipment, furniture, appliances, industrial artwork, computers, computer terminals and printers, telephone systems, information technology systems, telecopiers and photocopiers, office supplies and office equipment, factory machinery and



equipment, tools, all materials handling and plant vehicles, fixtures, leasehold improvements and all other tangible personal property of every kind and description;

(ii) all Intellectual Property, including any work product thereto, source code, domain names, and all goodwill associated with the Business, as more specifically described on **Schedule 1**, along with any and all (i) associated licenses and sublicenses obtained by the Seller (i.e. where the Seller is the licensee or sublicensee) with respect thereto and rights thereunder, (ii) rights to receive license fees and royalties (including under any executory contract that is not an Assigned Contract to the extent the counterparty continues to perform thereunder), (iii) remedies against infringements thereof and rights to protection of interests therein under the laws of all jurisdictions, (iv) claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, and (v) all rights under any confidentiality agreements executed by any third party for the benefit of the Seller; provided, however, that nothing in this Section 2.1(iii) shall be deemed an assumption of any executory contract by the Buyer that is not expressly an Assigned Contract;

(iii) all inventories of raw materials, work-in-progress, finished goods, component parts and materials, supplies and accessories (the “**Inventory**”);

(iv) all contracts, leases, subleases, arrangements, commitments and other agreements of the Seller, including customer agreements, vendor agreements, purchase orders, sales orders, installation and maintenance agreements, hardware lease or rental agreements, and other arrangements and understandings that are listed on **Schedule 2** assuming, as Seller has indicated, the cure cost for these contracts is \$0 (the “**Assigned Contracts**”);

(v) all Permits, to the extent legally transferrable;

(vi) all Records;

(vii) all cash;

(viii) all sales, marketing and development and expansion plans, strategic plans, projections, studies, reports and other documents and data (including creative materials, advertising and promotional matters, websites, and current and past lists of customers, suppliers, vendors and sources), and all training materials and marketing brochures;

(ix) all Accounts Receivable;

(x) without duplication of the above, all deposits (including supplier or vendor deposits and security deposits for rent, electricity, telephone, utilities or otherwise) and other prepaid charges and expenses;

(xi) rights to indemnification, contribution, advancement of expenses or reimbursement, or similar rights of the Seller;

(xii) All causes of action, choses in action, lawsuits, judgments, claims, refunds, rights of recovery, rights of set-off, counterclaims, defenses, demands, warranty claims, or similar rights of the Seller (at any time or in any manner arising or existing, whether choate or inchoate, known or unknown, now existing or hereafter acquired, contingent or noncontingent) (collectively, "Actions") and rights of recovery with respect to any of the foregoing, including all Actions and rights of recovery of the Debtor against the Buyer or any of its respective Affiliates, but excluding in the case of Actions and rights of recovery against any other Person, any Actions under Section 544, 545, 547, 548, 549, 550 or 553 of the Code.

(xiii) all rights of the Seller under any Intellectual Property assignment, work-for-hire, assignment of inventions, non-disclosure or confidentiality, non-compete, or non-solicitation agreements with current or former employees, directors, consultants, independent contractors and agents of the Seller; and

(xiv) the amount of, and all rights to any, insurance proceeds received by the Seller after the date hereof in respect of (x) the loss, destruction or condemnation of any of the other Purchased Assets, occurring prior to, on or after the Closing or (y) any of the Assumed Liabilities.

(xv) All guarantees, warranties, indemnities, and similar rights in favor of Seller with respect to any of the Purchased Assets.

## 2.2. **Excluded Assets.**

(a) Notwithstanding the foregoing, all other assets of Seller that are not Purchased Assets shall not be conveyed to Buyer and shall be excluded from the definition of Purchased Assets, including, but not limited to, the following (collectively, including the items listed below, the "**Excluded Assets**"):

(i) Employee Benefit Plans. All employee benefit plans, including, without limitation, employee pension plans, profit sharing 401(k) plans, medical benefit or health plans and trusts, and related trust accounts, funds, insurance policies, investments, or other assets, and any sale bonus or retention agreements.

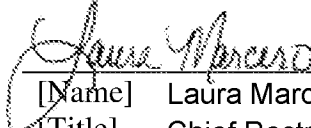
(ii) Corporate and other Records Regarding Excluded Assets. All minute books, seals, stock records, tax returns and tax records, and all other books and records related to the Excluded Assets listed in this Section 2.2.

(iii) Claims. Rights of recovery against any Person, other than Buyer, of any actions under sections 544, 545, 547, 548, 549, 550 or 553 of the Code.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized officers as of the Effective Date.

**SELLER:**

**SYMBIONT.IO, LLC**  
**a Delaware limited liability company**

By:   
[Name] Laura Marcero  
[Title] Chief Restructuring Officer

Address: 64 Bleeker Street, #165  
New York, NY 10012  
Email: lmarcero@hcg.com  
Date: June 5, 2023

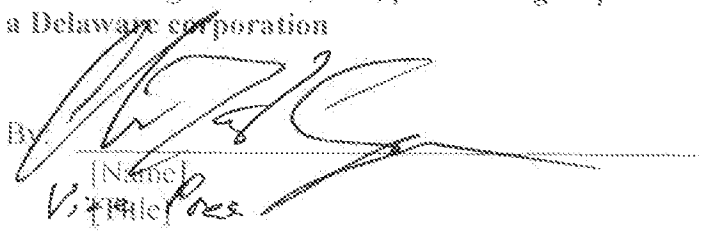
[Signature Page to Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized officers as of the Effective Date.

BUYER:

LM Funding America, Inc., [or its designee]  
a Delaware corporation

By



[Name]  
V. P. Pore

Address: 1200 W. 1/2 N St. Suite 100

Lampa, IA  
Email: CTaylor@LMFunding.com

Date: 6/5/23

**SCHEDULES**

4883-9993-5335.3

**PATENT  
REEL: 063940 FRAME: 0287**

**SCHEDULE 1 – INTELLECTUAL PROPERTY**

The Purchased Assets as defined in Section 2.1 includes the Debtor's Intellectual Property, which includes, but is not limited to, the following patents:

FAMILY	CTY	SEC. INT?	APPLN NO	RECORDED OWNER	APPLN DATE	PUBL NO	PAT NO	PAT DATE	STATUS
1	US	YES	16/845,838	Symbionto Inc. Vanguard Group Inc.	4/10/2020	US20200327546A1	10,825,024	11/3/2020	Granted
1	US	n/a	17/028,185	Symbionto Inc. Vanguard Group Inc.	9/22/2020	US20210224805A1	11,436,607	9/6/2022	Granted
1	US	n/a	17/816,313	Symbionto Inc. Vanguard Group Inc.	7/29/2022	US20230069078A1			Pending
2	US	YES	16/213,251	Symbionto Inc.	12/7/2018	n/a	10,320,843	6/11/2019	Granted
2	US	YES	16/264,508	Symbionto Inc.	1/31/2019	n/a	10,476,847	11/12/2019	Granted
2	US	YES	16/392,473	Symbionto Inc.	4/23/2019	n/a	10,728,283	7/28/2020	Granted
2	US	YES	16/597,244	Symbionto Inc.	10/9/2019	US20200112545A1	11,057,353	7/6/2021	Granted
2	US	YES	16/890,700	Symbionto Inc.	6/2/2020	n/a	11,184,394	11/23/2021	Granted
2	US	n/a	17/302,857	Symbionto Inc.	5/13/2021	US20210377225A1			Inactive
3	US	YES	15/994,714	Symbionto Inc.	5/31/2018	n/a	10,146,792	12/4/2018	Granted
3	US	n/a*	16/176,982	Symbionto Inc.	10/31/2018	US20200050591A1			Pending
4	US	n/a	16/029,238	Symbionto Inc.	7/6/2018	US20190012662A1			Inactive
2	US	n/a	17/507296 <sup>1</sup>		10/21/2021	n/a			

<sup>1</sup> This application is a continuation of US16/890,700. It is not publicly available. There are no other active US patents or applications in the name of the target.

