

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510983

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pacific Western Bank		01/18/2018	Chartered Bank: CALIFORNIA

RECEIVING PARTY DATA

Name:	ScalArc, Inc.
Street Address:	2901 TASMAN DRIVE
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4244952	SCALEARC

CORRESPONDENCE DATA

Fax Number: 5122874866
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.
Phone: 512-656-7960
Email: brian.spross@jonesspross.com
Correspondent Name: Brian Spross
Address Line 1: 1605 Lakecliff Hills Lane
Address Line 2: Suite 100
Address Line 4: Austin, TEXAS 78732

NAME OF SUBMITTER:	Brian Spross
SIGNATURE:	/Brian Spross/
DATE SIGNED:	02/21/2019

Total Attachments: 39

source=Scalarc Inc UCC Agreement - to be filed as Release of Lien with Asset Purchase Agreement#page1.tif
source=Scalarc Inc UCC Agreement - to be filed as Release of Lien with Asset Purchase Agreement#page2.tif
source=Scalarc Inc UCC Agreement - to be filed as Release of Lien with Asset Purchase Agreement#page3.tif
source=Scalarc Inc UCC Agreement - to be filed as Release of Lien with Asset Purchase Agreement#page4.tif

OP \$40.00 4244952

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 800-858-5294
B. E-MAIL CONTACT AT FILER (optional) FILINGDEPT@CSCINFO.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 801 ADLAI STEVENSON DR [141499516] SPRINGFIELD, IL 62703 US

Delaware Department of State
U.C.C. Filing Section
Filed: 04:41 PM 01/18/2018
U.C.C. Initial Filing No: 2016 4607279
Amendment No: 2018 0422242
Service Request No: 20180342236

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20164607279

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer, attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**
Check one of these two boxes. **AND** Check one of these three boxes to:
This Change affects Debtor or Secured Party of record CHANGE name and/or address: Complete item 6a or 6b and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME:

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
----------------------------------	--	--------

7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:
Secured Party hereby releases (without recourse, representation or warranty) its security interest in solely the assets and property of Debtor's business used in the developing, selling, licensing, providing and supporting certain database load balancing solutions under that certain Asset Purchase Agreement dated on or about January 17, 2018 between Ignite ScalArc Solutions, Inc. ("Buyer") and Debtor (the "Asset Purchase Agreement") and (a) defined as the "Purchased Assets" in such Asset Purchase Agreement or (b) owned by Scalable Architecture Software Private Limited, a wholly owned subsidiary of Debtor, and set forth on Exhibit A hereto; provided, however, Secured

9. **NAME OF SECURED PARTY or RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
PACIFIC WESTERN BANK

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA:**
DEBTOR: SCALARC, INC. - :S/S DELAWARE

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
20164607279

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME PACIFIC WESTERN BANK	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME			
OR			
13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral)
Party's release shall not extend to (i) the Excluded Assets (as defined in the Asset Purchase Agreement), (ii) any license agreements between Buyer as licensor and Debtor as licensee with regard to any Intellectual Property (including, without limitation, any object code, source code, Transferred Software or Transferred IP) included in the Purchased Assets but leased back to Debtor and (iii) all proceeds of the sale of the foregoing (including, without limitation, the Purchased Assets) received or receivable by or for Debtor, all of which remain Collateral of Secured Party. Collateral Description - please see attached

15. This FINANCING STATEMENT AMENDMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):

17. Description of real estate:

18. MISCELLANEOUS:

EXHIBIT A

SECURED PARTY; PACIFIC WESTERN BANK
DEBTOR: SCALARC, INC.

System Model	Service Tag	Serial No./Express No
Dell Latitude - E5450 (i5-5th Gen, 16GB Ram, 500GB Hdd, Intel HD 4400, 14" screen)	HH2G152	38037331910
Dell Latitude - E5440 (i5-4th Gen, 16GB Ram, 500 GB HDD, 14" screen)	7GFBG32	16247459630
Dell Latitude - E5440 (i5-4th Gen, 16GB Ram, 500GB Hdd, Intel HD 4400, 14" screen)	9HPBG32	20661490478
Lenovo	20217	
Macbook Pro Retina 15 inch, 8 Gb Ram		
Lenovo ThinkPad T450s		
Dell Latitude E7440 (i54300U@1.90Ghz, 16Gb Ram, 500 GB HDD)	69BMD02	MP-2AK1N 12/12
Lenovo T450S		
Dell Inspiron- 15-3537 (i5 4th gen, 6GB ram, 1 TB hdd, 2Gb AMD Graphic Card & 15.6" Screen)	5JRS02	12079441874
Dell Inspiron- 15-3537 (i5 4th gen, 12GB ram, 1 TB hdd, 2Gb AMD Graphic Card & 15.6" Screen)	2H5WD02	5391397586
Lenovo-Y510P	YB01019431	59405667
Dell Latitude - E5440 (i5-4th Gen, 16GB Ram, 500GB Hdd, Intel HD 4400, 14" screen)	1G4D622	3151573994
Dell Latitude - E5440 (i5-4th Gen, 16GB Ram, 500GB Hdd, 2GB Nvidia GT-720M, 14" screen)		
Dell Latitude - E5440 (i5-4th Gen, 16GB Ram, 500GB Hdd, Intel HD 4400, 14" screen)	7DYKQ12	16081610438
Dell Latitude - E5440 (i5-4th Gen, 16GB Ram, 500GB Hdd, Intel HD 4400, 14" screen)	HJZ2022	38159149322
Dell Latitude - E5440 (i5-4th Gen, 16GB Ram, 500GB Hdd, Intel HD 4400, 14" screen)	GF4D822	35742842858
Dell Latitude - E5440 (i5-4th Gen, 16GB Ram, 500GB Hdd, Intel HD 4400, 14" screen)	DD4D622	29091563498
Dell Latitude - E5450 (i5-5th Gen, 16GB Ram, 500GB Hdd, Intel HD 4400, 14" screen)	2W38T72	6293932238
Dell Latitude - E5440 (i5-4th Gen, 16GB Ram, 500GB Hdd, Intel HD 4400, 14" screen)	3F4D622	7444672490
Lenovo- G500S		CB24421517
Dell Inspiron- 15-3537 (i5 4th gen, 6GB ram, 1 TB hdd, 2Gb AMD Graphic Card & 15.6" Screen)	HR1YVY1	38641193785
Dell -XPS 9350 (i5-6th Gen, i5-6300U (3M Cache, up to 3. GHz) 256 GB SSD, 8 GB RAM)	DWYYN32	30291811166
Dell Inspiron- 15-3537 (i5 4th gen, 6GB ram, 1 TB hdd, 2Gb AMD Graphic Card & 15.6" Screen)	CWF1RY1	28061582777
Lenovo Thinkpad - T450s (2.60 gigahertz Intel Core i7-5600U, SAMSUNG MZ7LN256HCHP-000L7 [Hard drive] (256.06 GB), 20GB Memory, 14" Screen)	20BXCT01WW	PC0ACWHG
Dell -XPS 9350 (i5-6th Gen, i5-6300U (3M Cache, up to 3. GHz) 256 GB SSD, 8 GB RAM)	JMBN072	42708703070
Dell Latitude E7450 (Intel Core i7-5600U (Dual Core, 2.6GHz, 16 GB RAM, 512SSD)	H3S8N62	37234130762
Macbook Air Retina 13 inch, 8 Gb Ram		C1MRQA2FH3QD
Dell Latitude E7470 (Intel Core i7-6600U, 2.60 GHz CPU, 16 GB Ram, 512 GB SSD Hard disk)	HMXGSC2	38391766130
Lenovo T450S		
Dell Latitude - E5440 (i5-4th Gen, 16GB Ram, 500GB Hdd, 2GB Nvidia GT-720M, 14" screen)	5JPBG32	12075293486
Dell Latitude - E5440 (i5-4th Gen, 16GB Ram, 500GB Hdd, 2GB Nvidia GT-720M, 14" screen)	5K2Z022	12098227466
Dell Inspiron- 15-3537 (i5 4th gen, 6GB ram, 1 TB hdd, 2Gb AMD Graphic Card & 15.6" Screen)	2G60F02	5331120626
Dell Latitude - E5440 (i5-4th Gen, 16GB Ram, 500GB Hdd, 2GB Nvidia GT-720M, 14" screen)	24YFG32	4653257006
Dell Latitude - E5450 (i5-5th Gen, 16GB Ram, 500GB Hdd, Intel HD 4400, 14" screen)	4K3LX52	9922514438
LENOVO 20217 Lenovo IdeaPad Y510P (2.40 gigahertz Intel Core i7 4700MQ)	1007816700708	YB01483553
Dell Inspiron- 15-3537 (i5 4th gen, 6GB ram, 1 TB hdd, 2Gb AMD Graphic Card & 15.6" Screen)	765XD02	15610227986
Dell Latitude - E5450 (i5-5th Gen, 16GB Ram, 500GB Hdd, Intel HD 4400, 14" screen)	4K2KX52	9920788166
Mac Book- Pro 13-inch Retina- A1502	MF840HN/A	C02QWKYJFVH5
Dell -XPS 9350 (i5-6th Gen, i5-6200U (3M Cache, up to 2.8 GHz) 256 GB SSD, 8 GB RAM)	6LRJL72	12199964942

TRADEMARK
REEL: 006587 FRAME: 0820

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement"), dated as of January 18, 2018, is entered into by and among ScalArc, Inc., a Delaware corporation (dba ScaleArc) ("Seller") and Ignite ScalArc Solutions, Inc., a Delaware corporation ("Buyer"). Seller and Buyer are each sometimes referred to herein individually as a "Party" and are collectively referred to herein as the "Parties." Capitalized terms used herein and not otherwise defined have the meanings given to such terms in Article I of this Agreement.

RECITALS:

WHEREAS, Seller is currently engaged in the business of developing, selling, licensing, providing and supporting certain database load balancing solutions existing as of the date hereof (the "Business"), among other lines of business;

WHEREAS, Buyer and Seller desire to enter into this Agreement whereby Seller agrees to sell and assign to Buyer, and Buyer agrees to purchase certain assets and assume certain liabilities from Seller, in each case related to the Business, subject to the terms and conditions set forth herein; and

WHEREAS, Seller acknowledges that Buyer is paying substantial consideration for the Purchased Assets (as defined below), and that payment of such consideration will inure to Seller's benefit, and that Seller's agreement to the terms of this Agreement and to the terms of the Transaction Documents are a material inducement for Buyer to enter into this Agreement.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I
SALE AND TRANSFER OF PURCHASED ASSETS; PURCHASE PRICE**

1.1 Purchase and Sale of Purchased Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller will sell, assign, transfer, convey and deliver to Buyer, and Buyer will purchase from Seller, free and clear of all Encumbrances other than Permitted Encumbrances, all of Seller's right, title, and interest in, to, and under the following assets that exist as of the Closing Date and primarily relate to the Business (collectively, the "Purchased Assets"):

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

(f) all of the Intellectual Property and Intellectual Property Rights that are owned or controlled by Seller and that are or were used in, necessary for the conduct of, or related to, the Business, including the Intellectual Property and Intellectual Property Rights identified on Schedule 3.6(a), together with the goodwill associated with the Purchased Assets (the Intellectual Property, Intellectual Property Rights and goodwill referred to in this Section 1.1(f) and the Transferred Source Code collectively being referred to in this Agreement as the “Transferred IP”);

(g)

[REDACTED]

(h)

[REDACTED]

(i)

[REDACTED]

(j)

[REDACTED]

(k)

[REDACTED]

1.2 Excluded Assets. Notwithstanding the foregoing Section 1.1, Buyer acknowledges and agrees that Buyer is not acquiring, and Seller is not selling or assigning, any assets other than the Purchased Assets, including, without limitation, the following assets of Seller (collectively, the “Excluded Assets”):

(a)

[REDACTED]

(b)

[REDACTED]

(c) [REDACTED]
[REDACTED]

(d) [REDACTED]

(e) [REDACTED]
[REDACTED]

(f) [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]

(g) [REDACTED]
[REDACTED]

(h) [REDACTED]

(i) [REDACTED]

(j) [REDACTED]

(k) [REDACTED]
[REDACTED]

(l) [REDACTED]
[REDACTED]

(m) [REDACTED]
[REDACTED]

(n) [REDACTED]
[REDACTED]

(o) [REDACTED]

(p) [REDACTED]
[REDACTED]

(q) [REDACTED]
[REDACTED]

(r) [REDACTED]
[REDACTED]

(s) [REDACTED]

(t) [REDACTED]

(u) [REDACTED]

1.3 Assumed Liabilities. [REDACTED]

1.4 Excluded Liabilities. [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(d) [REDACTED]

(e) [REDACTED]

(f) [REDACTED]

(g)

[Redacted]

(h)

[Redacted]

(i)

[Redacted]

(j)

[Redacted]

(k)

[Redacted]

(l)

[Redacted]

(m)

[Redacted]

(n)

[Redacted]

(o)

[Redacted]

1.5 Purchase Price.

(a) The aggregate purchase price for the Purchased Assets will be [Redacted] subject [Redacted]

(b)

[Redacted]

1.6 Purchase Price Allocation.

[Redacted]



**ARTICLE II
CLOSING**

2.1 Closing.

(a) Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "Closing") will take place by an exchange of electronic signature pages on the date of this Agreement. The date on which the Closing is to occur is herein referred to as the "Closing Date," and the Closing will be deemed effective as of 12:01 a.m. Pacific Daylight Time on the Closing Date (the "Effective Time").

2.2 Closing Deliverables of Seller. At or prior to the Closing, Seller will deliver, or cause to be delivered, to Buyer, all of the following:

(a) 

(b) 

(c) 

(d) 

(e) 

(f) 

(g) 

(h) 

(i) 

(j) [REDACTED] attached hereto as Exhibit G, duly executed by [REDACTED] (the “Noncompetition Agreement”);

(k) [REDACTED]

(l) [REDACTED]

2.3 Closing Deliverables of Buyer.

(a) On the Closing Date, Buyer will deliver, or cause to be delivered to Pacific Western Bank, as successor in interest by merger to Square 1 Bank (“Square 1”), by wire transfer to an account designated by Square 1, an amount equal to the Purchase Price less the Aggregate Holdback Amount.

(b) On or prior to the Closing, Buyer will deliver, or cause to be delivered, to Seller all of the following:

- (i) the Bill of Sale, duly executed by Buyer;
- (ii) the Assignment and Assumption Agreement, duly executed by Buyer.

2.4 [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF
SELLER**

As a material inducement to Buyer to enter into this Agreement and the Transaction Documents, and to consummate the transactions contemplated hereby, subject to the disclosures set forth in the Disclosure Schedule, Seller hereby represents and warrants to Buyer as follows:

3.1 Corporate Status and Authority.

(a)

[Redacted]

(b)

[Redacted]

3.2

[Redacted]

3.3 Financial Statements: Accounts Receivable.

(a)

[Redacted]

(b)

[Redacted]

(c)

[Redacted]

(d)

[Redacted]

[REDACTED]

3.4

[REDACTED]

3.5

[REDACTED]

3.6 Intellectual Property.

(a) Part 3.6(a) of the Disclosure Schedule accurately identifies all Transferred IP. The Transferred IP constitutes, and, immediately after the Closing the Buyer will have, all Intellectual Property Rights used in or necessary for the conduct of the Business as currently conducted and planned to be conducted.

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

(f)

[REDACTED]

(g)

[REDACTED]

(h)

[REDACTED]

(i)

[REDACTED]

(j)

[REDACTED]

(k)

[REDACTED]

(l)

[REDACTED]

[Redacted]

(m)

[Redacted]

(n)

[Redacted]

3.7 Permits.

[Redacted]

3.8 Litigation.

[Redacted]

3.9 Compliance with Laws.

[Redacted]

3.10 Tax Matters.

(a)

[Redacted]

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

(f)

[REDACTED]

3.11 Contracts and Commitments.

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

3.12 Employee Matters.

(a)

[REDACTED]

(b)

[REDACTED]

3.13 Customers and Suppliers.

[REDACTED]

3.14 Fees; Brokers.

[REDACTED]

REPRESENTATIONS AND WARRANTIES OF BUYER

As a material inducement to Seller to enter into this Agreement and the Transaction Documents, and to consummate the transactions contemplated hereby, Buyer hereby represents and warrants to Seller as follows:

4.1

[REDACTED]

4.2

[REDACTED]

4.3

[REDACTED]

ARTICLE V COVENANTS

5.1 General. In case at any time after the Closing any further action is necessary to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request, all at the sole cost and expense of the requesting Party.

5.2

[REDACTED]

5.3

[REDACTED]

[REDACTED]

5.4

[REDACTED]

5.5

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] remedy, and hereby agrees that in the event of a breach or a threatened breach by Seller of any

[REDACTED]

[REDACTED]

[REDACTED]

5.6

[REDACTED]

5.7

[REDACTED]

5.8

[REDACTED]

5.9 Tax Matters.

(a)

[REDACTED]

(b)

[REDACTED]

[REDACTED]

5.10 [REDACTED]

5.11 [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

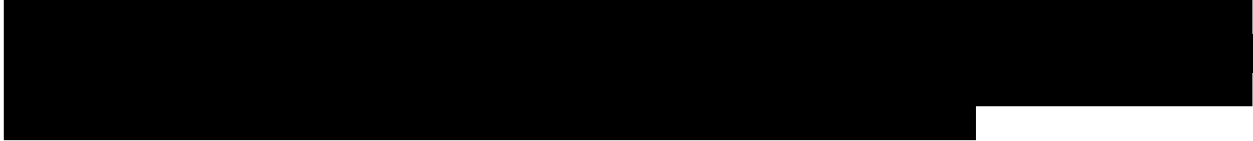
[REDACTED] f Seller and solely for the development and distribution of the Covered Product on behalf of Seller.

(c) [REDACTED]

(d) [REDACTED]

(e) [REDACTED]

5.12 [REDACTED]



**ARTICLE VI
MISCELLANEOUS**

6.1 


6.2 Notices. 


If to Seller:



If to Buyer:

Ignite ScalArc Solutions, Inc.
401 Congress Avenue, Suite 2650
Austin, TX 78701
Attn: Andrew S. Price
Telephone: (512) 377-9700
Email: andy.price@trilogy.com

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

Jones & Spross, PLLC
1605 Lakecliff Hills Ln., Suite 100
Austin, TX 78732
Attn: Lance Jones
Telephone: (512) 693-7835

Email: lance.jones@jonesspross.com

All such notices, requests and other communications will be deemed received on the date of receipt by the recipient thereof if received on a Business Day in the place of receipt prior to 5:00 p.m. in the place of receipt. Otherwise, any such notice, request, or communication will be deemed not to have been received until the next succeeding Business Day in the place of receipt.

6.3



6.4



6.5



6.6



6.7



6.8

[REDACTED]

6.9

[REDACTED]

6.10

[REDACTED]

6.11

[REDACTED]

6.12

[REDACTED]

6.13

[REDACTED]

****Signature Page to Asset Purchase Agreement Follows****

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

SELLER:

SCALARC, INC.

DocuSigned by:

B0B4FD4EE98D4B9...
Sameer Gandhi, Director

Ram Gupta, Director

BV Jagadeesh, Director

Karan Mehandru, Director

Sandeep Singhal, Director

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

SELLER:

SCALARC, INC.

Sameer Gandhi, Director

DocuSigned by:
Ram Gupta

Ram Gupta, Director

BV Jagadeesh, Director

Karan Mehandru, Director

Sandeep Singhal, Director

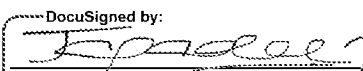
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

SELLER:

SCALARC, INC.

Sameer Gandhi, Director

Ram Gupta, Director

DocuSigned by:


V. Jagadeesh, Director

Karan Mehandru, Director

Sandeep Singhal, Director

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

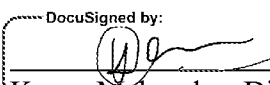
SELLER:

SCALARC, INC.

Sameer Gandhi, Director

Ram Gupta, Director

BV Jagadeesh, Director

DocuSigned by:


Karan Mehra, Director

Sandeep Singhal, Director

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

SELLER:

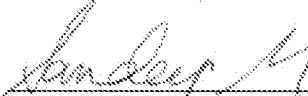
SCALARC, INC.

Sameer Gandhi, Director

Ram Gupta, Director

BV Jagadeesh, Director

Karan Mehandru, Director



Sandeep Singh, Director

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

SELLER:

SCALARC, INC.

By: _____
Name:
Title:

BUYER:

IGNITE SCALARC SOLUTIONS, INC.

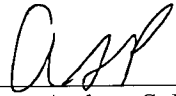
By:  _____
Name: Andrew S. Price
Title: Chief Financial Officer

EXHIBIT A
DEFINED TERMS

“Action” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity, by or before a Governmental Authority.

“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 Person. The term “control” (including the terms “controlled by” and “under common control with”) 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 the ownership of voting securities, by Contract or otherwise.

[REDACTED]

“Agreement” has the meaning set forth in the introductory paragraph.

[REDACTED]

“Assignment and Assumption Agreement” has the meaning set forth in Section 2.2(g).

“Assumed Liabilities” has the meaning set forth in Section 1.3.

[REDACTED]

[REDACTED]

“Business” has the meaning set forth in the recitals to this Agreement.

“Buyer” has the meaning set forth in the introductory paragraph.

“Business Day” means any day except Saturday, Sunday, or any other day on which commercial banks located in Texas are authorized or required by Law to be closed for business.

“Charter Documents” means articles, articles of incorporation, notice of articles, articles or memorandum of association, bylaws or any similar constituting document of any entity.

“Closing” has the meaning set forth in Section 2.1.

[REDACTED]

[REDACTED]

“Closing Date” has the meaning set forth in Section 2.1.

[REDACTED]

“Code” means the Internal Revenue Code of 1986, as amended, and any reference to any particular Code section will be interpreted to include any revision of, or successor to, that section, regardless of how numbered or classified and any applicable regulations

[REDACTED]

[REDACTED]

“Contracts” means all contracts, agreements, instruments, leases, indentures, engagements, transactions, undertakings and all other agreements, commitments and legally binding arrangements, whether written or oral.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Disclosure Schedule” shall mean the schedule (dated as of the date of the Agreement) delivered to Buyer on behalf of Seller.

“Documentation” means all explanatory, informational, or development materials concerning the Products (including any third party software included or incorporated therein), wherever located, in printed or electronic format or visual media, records, files and papers evidencing, constituting or describing such Software; including, without limitation, any files, records, drawings, research and development records, design documentation, and information, engineering information, manuals, help files, configuration data, specifications, descriptions, validation information, version control logs, quality assurance information, bug lists, user and/or installation instructions, diagrams, flow-charts, or training materials, created by or for Seller in connection with the Business, or owned or controlled by Seller in connection with the Business.

“Effective Time” has the meaning set forth in Section 2.1.

[REDACTED]

[REDACTED]

“Encumbrances” means, whether or not registered or registrable or recorded or recordable, and regardless of how created or arising, any and all, (i) mortgages, assignments of rent, liens, encumbrances, adverse claims, charges, executions, title defects, security interests, hypothecs or pledges, whether fixed or floating, against assets or property (whether personal, tangible or intangible), hire-purchase agreements, conditional sales contracts, title retention agreements, equipment trusts or capital leases, or any subordination to any right or claim of others in respect thereof, (ii) claims, interests or estates against or in assets or property (whether personal, tangible or intangible), (iii) an option or other right to acquire any interest in any assets or property (whether personal, tangible or intangible), (iv) without limiting the generality of the foregoing, any other encumbrance of whatsoever nature and kind against assets or property (whether real, personal, mixed, tangible or intangible), and (v) any agreement to create, or right capable of becoming, any of the foregoing. “Encumbrances” do not include non-exclusive licenses of Intellectual Property.

[REDACTED]

“Excluded Assets” has the meaning set forth in Section 1.2.

“Excluded Contracts” has the meaning set forth in Section 1.2(e).

“Excluded Liabilities” has the meaning set forth in Section 1.4.

[REDACTED]

“Fraud” means fraud, willful misconduct or intentional misrepresentation.

“GAAP” means the Generally Accepted Accounting Principles, consistently applied, as in effect from time to time.

[REDACTED]

“Governmental Authority” means any domestic or foreign government, whether federal, state, local, regional, municipal or other political jurisdiction, and any agency or authority, instrumentality, court, tribunal, board, commission, bureau, arbitrator, arbitration tribunal or other tribunal, or any quasi-governmental or other entity, insofar as it exercises a legislative, judicial, regulatory, administrative, expropriation or Taxing power or function of or pertaining to government.

“Indebtedness” means, as of any time, without duplication, all obligations, including the outstanding principal amount of, accrued and unpaid interest on, and other liquidated payment obligations (including any prepayment penalties, premiums, costs, breakage or other amounts payable as a result of the consummation of the transactions contemplated under this Agreement) of Seller consisting of or related to (i) indebtedness for borrowed money or indebtedness issued in substitution or exchange for borrowed money, (ii) indebtedness evidenced by any note, bond, debenture or other debt security (including a purchase money obligation), in each case, as of such date, (iii) liquidated obligations under leases that are required to be capitalized in accordance with GAAP, (iv) Liabilities in respect of interest rate swaps, collars, caps and similar hedging obligations (provided that for purposes hereof, such Liabilities will be valued as the total cost of termination, including any payment, breakage, costs or other amounts payable upon termination thereof on the Closing Date), (v) obligations for the deferred purchase

price of property, goods or services (other than trade payables or accruals incurred in the Ordinary Course of Business, but including any deferred purchase price Liabilities, earn outs, contingent payments, installment payments, seller notes, promissory notes, or similar Liabilities, in each case, related to past acquisitions and, for the avoidance of doubt, in each case, whether or not contingent), (vi) off-balance sheet financing, including synthetic leases and project financing, (vii) amounts which are drawn on letters of credit as of such date, (viii) obligations under operating or capital leases (each as determined in accordance with GAAP), (ix) any obligations under severance agreements, stay bonuses, incentive bonuses (relating to the sale of the Seller), termination and change of control arrangements and similar obligations that are owed to any Person or that will be triggered, either automatically or with the passage of time, by the consummation of the transactions contemplated by this Agreement, (x) intercompany obligations among Seller and Seller Subsidiaries to the extent related to a Purchased Asset and (xi) guarantees of any Liability of a third party of the type described in the foregoing clauses (i) through (x).

“Intellectual Property” means algorithms, apparatus, databases, data collections, diagrams, formulae, inventions (whether or not patentable), know-how, logos, marks (including brand names, product names, logos, and slogans), methods, processes, proprietary information, protocols, schematics, specifications, software, software code (in any form, including Source Code and executable or object code), techniques, user interfaces, URLs, web sites, works of authorship and other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing, such as instruction manuals, laboratory notebooks, prototypes, samples, studies and summaries).

“Intellectual Property Rights” shall mean all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights and mask works; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in Intellectual Property; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses “(a)” through “(e)” above.

“Knowledge of Seller” or “Seller’s Knowledge” or any other similar knowledge qualification means the actual or constructive knowledge of any officers of Seller after reasonable due inquiry of employees who would reasonably be expected to have actual knowledge of the matter in question.

“Laws” means all applicable federal, state, municipal or local, or other foreign laws, statutes, codes, ordinances, decrees, rules, regulations and by-laws (including, without limitation, Privacy Laws), and judicial, executive, arbitral, administrative, ministerial, departmental or regulatory judgments, decrees, orders, decisions, rulings, awards, policies, requirements, standards and guidelines, at any time in force or effect.

“Liability” or “Liabilities” means any liability, commitment or obligation of whatever kind or nature (whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due).

“Licensed Patents” means any patents or patent applications that have been transferred by Seller to Buyer pursuant to this Agreement as Transferred IP, together with any foreign counterparts, divisionals, continuations, continuations-in-part and other patent rights related by priority thereto.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Order” means any order, judgment, ruling, injunction, assessment, award, decree, writ or similar binding action or requirement entered, issued, made or rendered by any Governmental Authority or by any arbitrator to the extent enforceable by a Governmental Authority.

“Ordinary Course of Business” means the ordinary course of business of a Person consistent with past practice, including with regard to nature, frequency, and magnitude.

[REDACTED]

“Party” or “Parties” has the meaning set forth in the introductory paragraph.

[REDACTED]

“Permits” means permits, licenses, registrations, consents, authorizations, approvals, privileges, waivers, exemptions, orders, certificates, rulings, agreements and other concessions from, of or with any Governmental Authority required to carry on the Business as now being carried on, and to hold, operate and use the Purchased Assets as now being held, operated and used, by Seller in connection with the Business.

“Permitted Encumbrances” means, collectively: (i) Encumbrances for Taxes which are not yet due and payable; and (ii) liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the Ordinary Course of Business which are not, individually or in the aggregate, material to the Business or the Purchased Assets and (iii) Encumbrances described on Schedule 1.1.

“Person” means an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, unincorporated organization, or Governmental Authority.



“Post-Closing Tax Period” means any taxable period beginning after the Closing Date and any portion of a Straddle Period beginning after the Closing Date.

“Pre-Closing Tax Period” means any taxable period ending on or before the Closing Date and any portion of a Straddle Period ending on and including the Closing Date.

“Privacy Legal Requirement” shall mean any and all (i) Laws, (ii) Seller Privacy Policy, (iii) contracts with third-parties governing privacy and data issues into which Seller has entered or by which it is otherwise bound, (iv) third-party privacy policies, terms of use, and similar documents that Seller is or has been contractually obligated to comply with, (v) rules of any applicable self-regulatory organizations in which Seller is or has been a member or that Seller has been contractually obligated to comply with, and (vi) any applicable published industry best practice or other standard in which Seller operates (including, if applicable, the PCI Data Security Standard and the Digital Advertising Alliance’s Self-Regulatory Principles for Online Behavioral Advertising and Multi-Site Data Collection) that pertains to privacy or restrictions or obligations related to the collection, use, disclosure, transfer, transmission, storage, hosting, disposal, retention, interception or other Processing of Private Information or direct marketing to consumers or consumer protection.



“Processing” means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Purchased A/R” has the meaning set forth in Section 1.1(b).

“Purchased Assets” has the meaning set forth in Section 1.1.

“Purchased Contracts” has the meaning set forth in Section 1.1(a).



“Purchase Price” has the meaning set forth in Section 1.5(a).

[REDACTED]

[REDACTED]

“Seller” has the meaning set forth in the introductory paragraph.

“Seller Confidential Information” means information regarding the terms of and transactions contemplated under this Agreement and the other Transaction Documents, and any information with respect to the Business or the Purchased Assets that Seller has treated as proprietary and that it does not, in the Ordinary Course of Business, disclose to any Person outside Seller concerning the Business and affairs of Seller, excluding any information that (i) is in the public domain at the time of disclosure, (ii) is published or otherwise comes into the public domain after its disclosure through no violation of this Agreement, (iii) is disclosed to the recipient by a third party not under an obligation of confidence, or (iv) is already known by the recipient at the time of its disclosure as evidenced by written documentation of the recipient existing prior to such disclosure.

[REDACTED]

“Seller Intellectual Property” means any Intellectual Property and Intellectual Property Rights that is used or held for use by Seller and its Affiliates for the conduct of the Business as currently conducted.

“Seller Privacy Policy” shall mean each external or internal notices, past or present privacy policy, training materials, manuals or other documents, including website and app policies and notices, relating to the Processing of Private Information, including but not limited to the collection, use, sale, lease or transfer (including cross-border transfer) of Private Information of Seller, including any policy relating to the privacy of data subjects, including (i) employees, individual contractors and/or temporary workers and (ii) users of any website or service operated by or on behalf of Seller.

[REDACTED]

“Software” means any software, computer instructions, assembly code, routines, configuration files, compilers, development environments, and application programming interfaces, in each case owned or purported to be owned by Seller and included in the Transferred Products as of the Closing Date, including the Source Code, object code, all related Documentation, all patches, improvements, enhancements, upgrades, corrections, additions, modifications, replacements, and new applications to any of the foregoing existing as of the Closing Date.

“Source Code” means the human-readable source code form of the Software, source program, scripts, configuration files, and/or programming languages for the Software, including but not limited to all source code listings, instructions (including compile instructions, library bindings, configuration files, and packages), non-compiling comments, programmer’s notes, design documentation, and all related technical information and Documentation.

“Special Categories of Personal Data” means personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the Processing of genetic data, biometric data for the purpose of uniquely identifying a data subject, data concerning health or data concerning a data subject’s sex life or sexual orientation.

“Straddle Period” means any Taxable period beginning on or before and ending after the Closing Date.

“Subsidiary” or “Subsidiaries” means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof.

[REDACTED]

“Tax” or “Taxes” includes all taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Governmental Authority, together with all interest, penalties, fines, additions to tax or other additional amounts imposed in respect thereof, including those levied on, or measured by, or referred to as income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, ad valorem, use, value-added, excise, stamp, withholding, business, franchising, property (both real and personal), payroll, employee withholding, employment, occupation, health, social service, environmental, alternative, add-on, minimum, education, and social security taxes, all surtaxes, all customs duties and import and export taxes, all license, franchise and registration fees and taxes, all unemployment or employment insurance, workers’ compensation, health insurance, and other government pension plan premiums, and other obligations of the same or of a similar nature of any of the foregoing.

“Tax Legislation” means, collectively, all federal, state, municipal, non-U.S., or other Laws imposing a Tax, including all treaties, conventions, rules, and regulations of any jurisdiction.

“Tax Returns” means all reports, elections, returns, declarations, notices, filings, forms, statements, (whether in tangible, electronic or other form) including any amendments, schedules, attachments, supplements, appendices and exhibits thereto, made, prepared, filed or required to be made, prepared or filed under the provisions of any applicable Tax Legislation.

“Territory” means any geographic area in which the Business was conducted and operated by Seller prior to Closing.

“Transaction Documents” means this Agreement, the Bill of Sale, the Assignment and Assumption of Agreement, IP Assignment Agreement, Non-Competition Agreement, Secretary Certificate and any other ancillary agreement expressly contemplated by this Agreement.

“Transactions” means all transactions contemplated by the Transaction Documents.

[REDACTED]

[REDACTED]

“Transferred IP” has the meaning set forth in Section 1.1(f).

“Transferred Product” means each product and service currently being designed, developed, manufactured, marketed, distributed, provided, licensed, or sold by Seller in connection with the Business

[REDACTED]



Schedule 3.6

Intellectual Property

(a) Transferred IP

Software

ScaleArc for SQL Server, ScaleArc for MySQL Server and ScaleArc for Oracle, in each case, including all versions.

Patents:

HBW Matter	CaseType	ApplicationStatus	AppNumber	Filed Date	Country	Patent No.	Issus Date
SCAL 1001-0/		Issued	12/853,649	10-Aug-2010	USA	8,543,554	24-Sep-2013
SCAL 1001-1/	CON	Abandoned	14/014,135	29-Aug-2013	USA		
SCAL 1002-0/		Issued	12/862,554	24-Aug-2010	USA	8,763,091	24-Jun-2014
SCAL 1003-0/		Issued	12/853,650	10-Aug-2010	USA	9,032,017	12-May-2015
SCAL 1004-0/		Issued	12/862,525	24-Aug-2010	USA	8,484,242	09-Jul-2013
SCAL 1004-1/	CON	Issued	13/902,629	24-May-2013	USA	8,874,609	28-Oct-2014
SCAL 1005-1/	CIP	Abandoned	14/533,007	04-Nov-2014	USA		
SCAL 1008-1/	PROV	Expired	62/398,443	22-Sep-2016	USA		
SCAL 1008-2/	PROV	Expired	62/404,132	04-Oct-2016	USA		
SCAL 2001-1/		Abandoned	14/064,210	28-Oct-2013	USA		
SCAL 2001-2/	CON	Pending-Await Exam	14/985,277	30-Dec-2015	USA		
SCAL 2002-1/	PROV	Expired	61/320,575	02-Apr-2010	USA		
SCAL 2002-2/	Non-PROV	Published-Final Rejec	13/077,523	31-Mar-2011	USA		
SCAL 2003-1/	Non-PROV	Issued	13/077,526	31-Mar-2011	USA	9,116,946	25-Aug-2015
SCAL 2003-2/	CON	Pending-Under Exam	14/834,237	24-Aug-2015	USA		
SCAL 2004-1/	PROV	Expired	61/936,921	07-Feb-2014	USA		
SCAL 2004-2/	Non-PROV	Published-Final Rejec	14/615,903	06-Feb-2015	USA		

Domain Names:

ScalArc.com
ScalArch.com
ScaleArc.com
scalearc.net
scalearc-dev.com

Trademarks:

SCALEARC US registration number 4244952

Trade secrets:

All trade secrets associated with the Transferred Software.