

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:  
  
FILIP TECHNOLOGIES, INC., *et al.*,<sup>1</sup>  
  
Debtors.

Chapter 11  
  
Case No. 16-12192 (KG)  
  
Related to Docket Nos. 11 and 57

**ORDER (I) APPROVING ASSET PURCHASE AGREEMENT;  
(II) AUTHORIZING AND APPROVING SALE OF ACQUIRED  
ASSETS FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES;  
(III) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF  
CERTAIN EXECUTORY CONTRACTS; AND (IV) GRANTING RELATED RELIEF**

This matter having come before the Court on the motion (the “**Sale Motion**”) of Filip Technologies, Inc., Filip Technologies UK Ltd., Evado Filip AS, Evado Filip Limited, and Evado Filip US Ltd., affiliated debtors and debtors-in-possession in the above-captioned cases (collectively, the “**Debtors**”), for entry of orders (I)(A) approving bidding procedures and related auction and (B) scheduling a sale hearing and approving notice thereof (the “**Bidding Procedures Order**”); (II) authorizing the sale of substantially all of the Debtors’ assets free and clear of all liens, claims, encumbrances, and other interests; (III) authorizing the assumption and assignment of certain executory contracts and unexpired leases and establishing procedures to determine cure amounts and establishing deadlines for objections with respect thereto; and (IV) granting related relief (this “**Sale Approval Order**”); and the Court having entered on October 24, 2016 the Bidding Procedures Order [Docket No. 71];<sup>2</sup> and the Debtors having conducted an auction on November 7 and 8, 2016 wherein the Debtors determined the bid of Smartcom Mobility Solutions

<sup>1</sup> The Debtors in these jointly administered cases are Filip Technologies, Inc. (Tax ID: 0660); Filip Technologies, Ltd. (UK) (ID: 8339); Evado Filip AS (ID: 6131); Evado Filip Limited (ID: 7233); and Evado Filip US Limited (Tax Id: 3412).

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Order or the Prevailing APA (as defined below), as applicable.



Inc. (“**Buyer**”) to be the highest and best offer for the Debtors’ Acquired Assets and the Buyer to be the “**Successful Bidder**”, as defined in the Bidding Procedures Order;<sup>3</sup> and the Court having conducted a hearing on the sale (the “**Sale Hearing**”) on November 8, 2016, at which time all interested parties having been afforded an opportunity to be heard with respect to the Sale Motion; and this Court having reviewed and considered (i) the Bidding Procedures Order, (ii) the Sale Motion, (iii) the objections thereto, (iv) the arguments made by counsel, (v) the evidence proffered or adduced at the Sale Hearing and (vi) the full record in these chapter 11 cases; and it appearing that granting the relief requested in the Sale Motion, as well as entry of this Sale Approval Order, are necessary and in the best interest of the Debtors, their estates, their creditors and other parties-in-interest; and it appearing that the Notice of Sale and the relief requested in the Sale Motion as well as the relief provided in this Sale Approval Order are all reasonable under the circumstances of these cases and that no other or further notice need be given regarding the entry of this Sale Approval Order, and upon the record of the Sale Hearing and these cases, and after due deliberation thereon, and good cause appearing therefore, it is hereby

FOUND AND DETERMINED AS FOLLOWS:

A. The findings and conclusions set forth herein constitute this Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to these chapter 11 cases pursuant to Bankruptcy Rule 9014. To the extent that any of the following

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<sup>3</sup> Pursuant to the Bidding Procedures and the Bidding Procedures Order, the Debtors, with the consent of the DIP Lender, have designated Aricent Holdings Luxembourg S.à.r.l as the Back-Up Bidder with a Back-Up Bid of \$1,010,000 (as stated on the record of the Auction). As provided in the Bidding Procedures and the Bidding Procedures Order and subject in all respects to the terms and conditions thereof, if the Successful Bidder fails to consummate the Sale, then (i) the Back-Up Bid will be deemed the new Successful Bid, the Back-Up Bidder will be deemed to be the Successful Bidder, and the Stalking Horse APA (with modifications to be made consistent with the record at the Auction) shall be deemed the Prevailing APA; and (ii) the Debtors and Aricent Holdings (with the consent of the DIP Lender) will submit an order to this Court approving the sale of the Acquired Assets to Aricent Holdings.

findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Pursuant to 28 U.S.C. §§ 157 and 1334, this Court has jurisdiction over the Sale Motion. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(N). Venue of these cases and the Sale Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. The statutory predicates for the relief sought in the Sale Motion are 11 U.S.C. §§ 105, 361, 363 and 365, Bankruptcy Rules 2002, 6004, 6006, 9014 and 9019, and Local Rule 6004-1.

D. As evidenced by the affidavits of service previously filed with the Court, and based on the appearances and representations of counsel at the Sale Hearing, (i) proper, timely and adequate notice of the sale (the “Sale”) and the relief provided in this Sale Approval Order has been provided in accordance with §§ 102(1), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9014, 9019, Local Rule 6004-1 and the Bidding Procedures Order; (ii) such notice was reasonable, appropriate and sufficient under the circumstances; and (iii) no other or further notice of the Sale or of any of the other relief provided in this Sale Approval Order shall be required.

E. A reasonable opportunity to object and to be heard with respect to the Sale Motion and the relief requested in the Sale Motion and this Sale Approval Order has been afforded to all interested persons and entities, including without limitation (i) the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”); (ii) counsel to the DIP Lender; (iii) all parties who are known to assert a security interest, lien, or claim in any of the assets, if any; (iv) all non-Debtor parties to the Executory Contracts and Unexpired Leases and any parties who are known to claim interests therein; (v) all applicable federal, state, and local taxing authorities; (vi)

all applicable county and state consumer protection agencies; (vii) all applicable state attorneys general; (viii) all other government agencies required to receive notice under the Bankruptcy Rules; (ix) the 30 largest unsecured creditors of the Debtors (on a consolidated basis); (x) all parties that have requested or that are required to receive special notice pursuant to Bankruptcy Rule 2002; (xi) any other party appearing on the Debtors' creditor matrix (to the extent not already served); and (xii) the Debtors' insurers (collectively, the "**Sale Notice Parties**").

F. The Debtors and the Successful Bidder (i) have full corporate power and authority to enter the Asset Purchase Agreement proposed by the Successful Bidder (the "**Prevailing APA**"), a copy of which is attached hereto as **Exhibit A**, and all other documents contemplated thereunder or under the Sale Motion; (ii) have full corporate power and authority to consummate the transactions contemplated by the Prevailing APA and the Sale Motion; and (iii) have taken all corporate actions necessary to authorize and approve the Sale and the consummation by the Debtors and the Successful Bidder, respectively, of the transactions contemplated thereby. The Debtors are the sole and lawful owners of the Acquired Assets to be sold pursuant to the Prevailing APA. Subject only to the liens of the DIP Lender, the Debtors have all right, title, and interest in and to the Acquired Assets required to transfer and convey the Acquired Assets to the Successful Bidder.

G. The Acquired Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code.

H. The Successful Bidder is a third party purchaser unrelated to the Debtors.

I. The Debtors marketed the Acquired Assets and conducted the sale process with respect to the Acquired Assets in compliance with the Bidding Procedures Order and in a

non-collusive, fair and good faith manner. The Successful Bidder and all other Qualified Bidders likewise participated in the sale process in a non-collusive, fair, and good faith manner. The DIP Lender and its affiliates, as a consenting party to the Prevailing APA and this Sale Approval Order, acted in a fair and good faith manner.

J. The Sale evidences the Debtors' sound business judgment as does its recommendation of the Court's approval of the Prevailing APA, and consummation of the Sale to the Successful Bidder – all as being in the best interests of the Debtors, their estates, their creditors and all parties in interest.

K. The Debtors and the Successful Bidder at all times acted in good faith and at arms' length in negotiating and entering into the Prevailing APA. The DIP Lender and its affiliates acted in good faith in granting its consent to the Prevailing APA. Accordingly, the Successful Bidder may and should be afforded the good-faith protections of Bankruptcy Code section 363(m). As such, the Successful Bidder is and will be acting in good faith within the meaning of Bankruptcy Code section 363(m) in consummating the transactions contemplated by the Prevailing APA.

L. Neither the Debtors, the DIP Lender, nor the Successful Bidder has engaged in any conduct that would cause or permit the Prevailing APA to be avoided under Bankruptcy Code section 363(n).

M. The Sale is consistent with the Debtors' privacy policy (the "**Privacy Policy**") and complies with Bankruptcy Code section 363(b)(1)(A). The Successful Bidder has acknowledged and agreed upon the record of the Auction that, upon the Closing, the Successful Bidder shall assume the Privacy Policy.

N. AT&T has consented to the assumption by the Debtors and the assignment to the Successful Bidder of its commercial agreement with the Debtors, subject to amendment in accordance with the terms set forth in the term sheet between AT&T and the Successful Bidder dated November 3, 2016 (the “**Term Sheet**”).

O. The limited exculpation and release set forth in paragraph 25 of this Order with respect to (i) Mr. Jonathan Peachey, in Mr. Peachey’s capacity as Chief Executive Officer and Chair of the Board of Directors of Filip Technologies, Inc., and (ii) the Debtors, is (x) appropriate under the circumstances, fair, equitable, reasonable, supported by adequate consideration, and in the best interests of the Debtors, their estates and creditors, and all parties in interest, in light of the substantial efforts devoted by Mr. Peachey, and the Debtors, to the administration and conduct of the Sale on behalf of the Debtors and the significant value and benefit that such efforts have conferred upon the Debtors’ estates; and (y) consistent with applicable law.

P. The limited releases set forth in paragraph 25 of this Order with respect to the Successful Bidder, the Back-Up Bidder, and the DIP Lender and its affiliates, is (i) appropriate under the circumstances, fair, equitable, reasonable, supported by adequate consideration, and in the best interests of the Debtors, their estates and creditors, and all parties in interest, in light of the substantial efforts devoted by the Successful Bidder, the Back-Up Bidder, and the DIP Lender and its affiliates to the administration and conduct of the Sale on behalf of the Debtors and the significant value and benefit that the efforts of the Successful Bidder, the Back-Up Bidder, and the DIP Lender and its affiliates have conferred upon the Debtors’ estates; and (ii) consistent with applicable law.

Q. The consideration provided by the Successful Bidder for the Acquired Assets pursuant to the Prevailing APA (i) is fair and reasonable, (ii) is the highest or otherwise best offer for the Acquired Assets, (iii) constitutes reasonably equivalent value and fair consideration given to the Debtors in exchange for the Acquired Assets (as those terms are defined in each of the Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act and section 548 of the Bankruptcy Code) under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia, and (iv) will provide a greater recovery for Debtors' creditors and other interested parties than would be provided by any other practically available alternative.

R. The Sale does not constitute a *de facto* plan of reorganization or liquidation or an element of such a plan for the Debtors, as it does not and does not propose to: (i) impair or restructure existing debt of, or equity interests in, the Debtors; (ii) impair or circumvent voting rights with respect to any future plan proposed by the Debtors; (iii) circumvent Chapter 11 plan safeguards, such as those set forth in sections 1125 and 1129 of the Bankruptcy Code; or (iv) classify claims or equity interests, compromise controversies or extend debt maturities.

S. The transfer of the Acquired Assets to the Successful Bidder will be a legal, valid, and effective transfer of the Acquired Assets, and will vest the Successful Bidder with all of the Debtors' right, title, and interest of, in and to the Acquired Assets, free and clear of (i) all liens, claims, interests, options, rights of first refusal, security interests, charges, hypothecations, easements, encroachments, transfer restrictions, restrictive covenants on property, rights of way, licenses, leases, conditional sale arrangements, and encumbrances of any kind or nature whatsoever (collectively, "**Encumbrances**") (other than the Permitted Encumbrances and the Assumed Liabilities, as defined in the Prevailing APA) and (ii) all claims (as defined in

section 101(5) of the Bankruptcy Code), rights or causes of action (whether in law or in equity, including, but not limited to, any rights or causes of action based on theories of transferee or successor liability under any law, statute, rule, or regulation of the United States, any state, territory, or possession thereof, or the District of Columbia), obligations, demands, guaranties, contractual commitments, restrictions, interests and matters of any kind or nature whatsoever, whether arising prior to or subsequent to the commencement of this case, and whether imposed by agreement, understanding, law, equity or otherwise (collectively, “**Claims**”) (other than the Permitted Encumbrances, the Assumed Liabilities and Successful Bidder’s obligations under the Prevailing APA). The Court specifically finds that 11 U.S.C. § 363(f)(1) authorizes the Sale of the Acquired Assets free and clear of all Encumbrances and Claims.

T. The Court further finds that the Sale is authorized under 11 U.S.C. §§ 363(f)(2), (3), (4) and (5). Adequate notice of the Sale was provided to all entities claiming an interest in the Acquired Assets, and all such entities have consented to the Sale or are deemed to consent to the Sale by their failure to object.

U. The Debtors have articulated sound business reasons for performing the Prevailing APA, consummating the Sale and assuming and assigning the Assumed Contracts, as set forth in the Sale Motion, outside of a plan of reorganization, and it is a reasonable exercise of Debtors’ business judgment to execute, deliver, and consummate the Prevailing APA and the transactions contemplated thereby.

V. The terms and conditions of the Sale and the Prevailing APA, including the total consideration to be realized by the Debtors pursuant to the Prevailing APA, are fair and reasonable, and the transactions contemplated by the Prevailing APA are in the best interests of the Debtors, their creditors, and their estates.



W. The requirements of sections 361, 363(b), 363(f), and 365 of the Bankruptcy Code and any other applicable law relating to the sale of the Acquired Assets have been satisfied.

X. A reasonable opportunity has been afforded to all interested parties to make a higher or better offer to purchase the Acquired Assets.

Y. The Successful Bidder has the financial capability to fulfill the obligations contemplated under the Prevailing APA and the financial wherewithal to meet all of its future financial obligations pursuant to the terms of the Assumed Contracts.

Z. Neither the Successful Bidder nor its affiliates shall be deemed, as a result of any action taken in connection with the purchase of the Acquired Assets: (i) to be a successor (or other such similarly situated party) to any of the Debtors (other than with respect to the Assumed Contracts as expressly provided in the Prevailing APA); (ii) to have, *de facto* or otherwise, merged with or into any of the Debtors; (iii) to be a mere continuation of any of the Debtors or their estates; or (iv) to be holding itself out to the public as a continuation of any of the Debtors. The Successful Bidder is not acquiring or assuming any liability, warranty, or other obligation of the Debtors, except as expressly set forth in the Prevailing APA.

AA. If the Sale were not free and clear of all Encumbrances and Claims (except as otherwise assumed in, or permitted by, the Prevailing APA), or if Successful Bidder would, or in the future could, be liable for any of the Encumbrances and Claims (except as otherwise assumed in, or permitted by, the Prevailing APA), the Successful Bidder would not have entered into the Prevailing APA and would not consummate the Sale, thus adversely affecting the Debtors and their estates and creditors.

BB. This Sale Approval Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a).

CC. Time is of the essence in consummating the Sale. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Court expressly finds that there is no just reason for delay in the implementation of this Sale Approval Order, and expressly directs entry of judgment as set forth herein.

NOW THEREFORE, BASED UPON THE FOREGOING FINDINGS OF FACT, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, EFFECTIVE IMMEDIATELY, THAT:

1. The Sale Motion is GRANTED as set forth herein.
2. Any and all objections and responses to the Sale Motion, the entry of this Sale Approval Order or the relief granted herein that have not been withdrawn, waived, settled, or resolved, and all reservations of rights included therein, are hereby overruled and denied on the merits.
3. The Prevailing APA (including all exhibits, schedules and annexes thereto), and all of the terms and conditions thereof, are hereby approved in all respects.
4. The Debtors are authorized to execute and deliver, and are empowered to perform under, consummate and implement, the Prevailing APA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Prevailing APA, and to take all further actions as may be requested by the Successful Bidder for the purpose of assigning, transferring, granting, conveying, and conferring the Acquired Assets to the Successful Bidder, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Prevailing APA.

5. The Successful Bidder is authorized to consummate the Sale pursuant to and in accordance with the terms and conditions of the Prevailing APA.

6. Subject to the terms and conditions of this Sale Approval Order, the transfer of Acquired Assets to Successful Bidder pursuant to the Prevailing APA and the consummation of the Sale and any related actions contemplated thereby do not require any consents other than as specifically provided for in the Prevailing APA. The transfer of the Acquired Assets to the Successful Bidder pursuant to, and subject to the terms of, the Prevailing APA and Bankruptcy Code §§ 105 and 363, shall constitute a legal, valid, and effective transfer of the Acquired Assets, and shall, upon the consummation of the Closing, vest in the Successful Bidder all right, title, and interest of the Debtors in and to the Acquired Assets, free and clear of all Claims and Encumbrances (other than Permitted Encumbrances and Assumed Liabilities).

7. Except as expressly permitted or otherwise specifically provided for in the Prevailing APA or this Sale Approval Order, effective upon the consummation of the Closing all persons and entities, including, but not limited to, all debt security holders, equity security holders, officers, directors, members and employees of the Debtors, governmental, tax and other regulatory authorities, lenders, trade and other creditors, holding Claims or Encumbrances of any kind or nature whatsoever against or in the Debtors or the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets, the Sale, or the transfer of the Acquired Assets to the Successful Bidder, hereby are forever barred and estopped from asserting against the Successful Bidder, its successors or assigns, its property, its officers, directors and shareholders or the Acquired Assets, all such persons' or entities' Claims or Encumbrances, including the following

actions: (i) commencing or continuing in any manner any action or other proceeding against Successful Bidder, its successors, assets or properties; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order against Successful Bidder, its successors, or their assets or properties; (iii) creating, perfecting, or enforcing any lien or other claim against Successful Bidder, its successors, its assets, or their properties; (iv) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due Successful Bidder or their successors; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Sale Approval Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (vi) revoking, terminating or failing or refusing to transfer or renew any license, permit or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with the Acquired Assets. All such Claims and Encumbrances shall attach to the Sale proceeds with the same priority, validity, force and effect which they now have as against the Debtors, their estates or the Acquired Assets. The sole and exclusive right and remedy available to holders of any Claims or Encumbrances shall be a right to assert the Claim or Encumbrance against Debtors' estates.

8. The Successful Bidder shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Prevailing APA or any other Sale-related document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely and exclusively to the extent necessary to implement the preceding sentence and the other provisions of this Sale Approval Order.

9. The Successful Bidder shall have no obligation to proceed with the Closing until all conditions precedent in the Prevailing APA to its obligation to do so have been met, satisfied or waived in accordance with the terms of the Prevailing APA. The Successful Bidder

may terminate the Prevailing APA according to its terms prior to the Closing without further order of the Court.

10. The Debtors and the Successful Bidder are hereby authorized to comply with all provisions of the Prevailing APA. The Debtors are hereby authorized to assume and assign to the Successful Bidder all Executory Contracts and Unexpired Leases designated by the Successful Bidder (the “**Assumed Contracts**”); provided, the Successful Bidder is not obligated to assume and/or accept the assignment of any Assumed Contract except as otherwise provided in the Prevailing APA.

11. The Debtors and the Successful Bidder have provided adequate assurance of future performance under the Assumed Contracts, and the proposed assumption and assignment of the Assumed Contracts satisfies the requirements of the Bankruptcy Code. The Assumed Contracts, upon assumption by the Debtors and assignment to the Successful Bidder, shall be deemed valid and binding, in full force and effect in accordance with their terms, notwithstanding any provision in any such Assumed Contract (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer, and, pursuant to section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further liability, except as provided herein and in the Prevailing APA.

12. Upon assignment of the Assumed Contracts to the Successful Bidder at or subsequent to the Closing, no default shall exist under any of the Assumed Contracts and no counterparty to any such Assumed Contract shall be permitted to declare a default by or against the Successful Bidder under such Assumed Contract or otherwise take action against the Successful Bidder as a result of such assignment or the Debtors’ financial condition, bankruptcy, or failure to perform any of its obligations under any of the Assumed Contracts. There shall be no

assignment fees, increases, rent-acceleration, or any other fees charged to Successful Bidder or the Debtors as a result of the assumption and assignment of the Assumed Contracts. Upon entry of this Sale Approval Order and assumption and assignment of the Assumed Contracts, the Debtors shall be deemed in compliance with all terms and provisions of the assigned Assumed Contracts.

13. The Debtors may assume and assign each Assumed Contract in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Assumed Contract that prohibit or condition the assignment of such Assumed Contract or allow the non-debtor party to such Assumed Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Assumed Contract, shall constitute unenforceable anti-assignment provisions that are void and of no force and effect. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption and assignment by the Debtors to the Successful Bidder of each Assumed Contract have been satisfied. Upon assignment of the Assumed Contracts at or subsequent to the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Successful Bidder shall be fully and irrevocably vested in all right, title, and interest of each Assumed Contract.

14. All defaults or other obligations of the Debtors under the Assumed Contracts arising or accruing prior to the Closing Date (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code as to which no objections were interposed), are deemed satisfied by the Cure Amounts with respect to each Assumed Contract in those amounts set forth in the Notice of Filing of Cure Schedule for the Debtors' Executory Contracts and Unexpired Leases dated October 26, 2016 (Docket No. 77] (the "**Notice**"), which was served in accordance with the Bidding Procedures Order.

15. With the exception of the Cure Amounts set forth in the Notice, or as otherwise reflected in this Order, each non-debtor party to an Assumed Contract hereby is forever barred, estopped, and permanently enjoined from asserting against the Debtors, the Successful Bidder, or the property of any of them, any default existing as of the Closing Date; or, against the Successful Bidder, any counterclaim, defense, setoff, or any other claim asserted or assertable against the Debtors. The Successful Bidder's agreement pursuant to the terms of the Prevailing APA to pay the Cure Amounts and agreement to perform the obligations under the Assumed Contract after the Closing Date shall constitute adequate assurance of its future performance under the Assumed Contracts being assigned to it within the meanings of sections 365(b)(1)(C) and (f)(2)(B) of the Bankruptcy Code.

16. Notwithstanding anything to the contrary in this Sale Approval Order, no Assumed Contract will be assumed and assigned to the Successful Bidder until the Closing.

17. On the Closing Date, each of the Debtors' creditors (as applicable) is authorized and directed to execute such documents and take all other actions as may be necessary to release its Claims and Encumbrances against or in the Acquired Assets, if any, as such Claims and Encumbrances may have been recorded or may otherwise exist. If any person or entity that has filed financing statements or other documents or agreements evidencing Claims or Encumbrances against or in the Acquired Assets shall not have delivered to the Debtors prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Claims and Encumbrances that the person or entity has with respect to the Acquired Assets, the Prevailing Bidder is hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Acquired Assets.

18. The Debtors are authorized to pay property taxes and assessments as required to remove Encumbrances that are not Permitted Encumbrances, as and to the extent provided in the Prevailing APA.

19. This Sale Approval Order shall be binding upon and shall govern the acts of all entities, including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Acquired Assets.

20. Except as expressly permitted or otherwise specifically provided for in the Prevailing APA or this Sale Approval Order, the Successful Bidder shall have no liability or responsibility for any liability or other obligation of, or claim against, the Debtors arising under or related to the Acquired Assets and the Successful Bidder (and its affiliates, officers, directors, employees and agents) shall not be liable for any other claims against the Debtors or any of the Debtors' predecessors or affiliates, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date.

21. Notwithstanding anything to the contrary contained in the Prevailing APA, and subject to the Term Sheet, the Successful Bidder will have no obligations with respect to the sale, refund, return under warranty, and/or warranty support related to the wearable GPS locator devices sold by Filip and/or AT&T prior to the Closing or that are sold by AT&T subsequent to the Closing (collectively, the "**Wearable GPS Locator Devices**"); provided, however, the



Successful Bidder shall act as a servicer/manager for AT&T with respect to validating and managing the warranty claims process with respect to the Wearable GPS Locator Devices, while AT&T will cover all liabilities and costs related to the Wearable GPS Locator devices as described herein, including costs of refund, repair or replacement of the Wearable GPS Locator Devices. AT&T shall provide the Successful Bidder with an inventory of replacement Wearable GPS Locator devices for use in connection with satisfying such warranty claims. AT&T shall pay the Successful Bidder a servicing fee (the “**Servicing Fee**”) for each warranty claim that is made by any and all end users of the Wearable GPS Locator Devices (collectively, the “**End Users**”). The Fee shall be equal to the costs per Wearable GPS Locator Device for which a warranty claim is made, but not to exceed twenty-five dollars (\$25 USD) per Wearable GPS Locator Device. For the avoidance of doubt, the Debtors, the Successful Bidder, and AT&T understand and agree that (i) the Successful Bidder will not have any obligations to AT&T or the End Users with respect to such warranty claims and obligations related to the Wearable GPS Locator Devices other than as set forth in the Term Sheet; and (ii) the Debtors do not have any obligations with respect to such warranty claims and obligations related to the Wearable GPS Locator Devices.

22. This Court retains and shall have exclusive jurisdiction to enforce and implement the terms and provisions of the Prevailing APA, any amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (i) compel delivery of the Acquired Assets to the Successful Bidder; (ii) compel delivery of the Purchase Price or performance of other obligations owed to the Debtors; (iii) resolve any disputes arising under or related to the Prevailing APA; and (iv) interpret, implement, and enforce the provisions of the Prevailing APA and this Sale Approval Order.

23. All non-debtor entities that are presently, or on the Closing may be, in possession of some or all of the Acquired Assets are hereby directed to surrender possession of the Acquired Assets to the Successful Bidder on the Closing Date.

24. Effective as of the Closing, the Successful Bidder shall assume the Privacy Policy.

25. Upon the occurrence of the Closing and to the fullest extent permissible under applicable law, (i) Mr. Jonathan Peachey, in Mr. Peachey's capacity as Chief Executive Officer and Chairman of the Board of Directors of Filip Technologies, Inc.; (ii) the Debtors; (iii) the DIP Lender and its affiliates; (iv) the Successful Bidder, and (v) the Back-Up Bidder, and any and all of each such party's (as applicable) officers, directors, respective employees, representatives, financial advisors, attorneys, or agents, acting in such capacity, or any of their successors and assigns (collectively, the "**Released Parties**"), shall not have or incur any liability to, or be subject to any right of action by, and shall be deemed fully and finally released by, each of the other Released Parties and any of their respective employees, representatives, financial advisors, attorneys, or agents, acting in such capacity, or any of their successors and assigns, for any act or omission in connection with, related to or arising out of, the Debtors' pre- and post-petition efforts to market and sell the Acquired Assets, the Auction, and negotiations of definitive documentation regarding the same (collectively, the "**Released Matters**"); provided, however, that this paragraph 25 shall not affect liability that otherwise would result from any act or omission by any Released Party to the extent determined by a final, non-appealable order by the Bankruptcy Court or another court with jurisdiction to have constituted fraud, gross negligence, or willful misconduct; and provided, further, that this paragraph 25 shall not release any of Debtors or the Successful Bidder from its respective obligations under the Prevailing APA.

26. The transactions contemplated by the Prevailing APA are undertaken by the Successful Bidder in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale pursuant to the terms hereof unless such authorization is duly stayed pending such appeal prior to the Closing. The Successful Bidder is a purchaser in good faith of the Acquired Assets and the Successful Bidder is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

27. The terms and provisions of the Prevailing APA and this Sale Approval Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, their creditors and the Successful Bidder, and their respective affiliates, successors and permitted assigns, and any affected third parties, notwithstanding any subsequent appointment of any trustees, examiners, or other fiduciary under any section of the Bankruptcy Code, as to which trustee, examiners, or other fiduciary such terms and provisions likewise shall be binding.

28. The failure specifically to refer to any particular provisions of the Prevailing APA in this Sale Approval Order shall not diminish or impair the effectiveness of such provisions, and the Prevailing APA is, by this Sale Approval Order, authorized and approved in its entirety.

29. Non-substantive changes to the Prevailing APA and any related agreements, documents, or other instruments may be made, including modifications, amendments, or supplements agreed upon by the parties in accordance with the terms thereof, without further order of this Court.

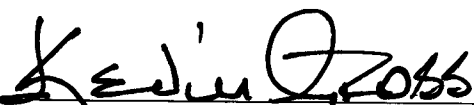
30. The Prevailing APA is not in violation of creditors' and equity security interest holders' voting rights.

31. Upon the occurrence of the Closing, this Sale Approval Order shall be considered, and constitute for any and all purposes, a full and complete general assignment, conveyance, and transfer of the Acquired Assets acquired by the Successful Bidder under the Prevailing APA and/or a bill of sale or assignment transferring good and marketable, indefeasible title, and interest in the Acquired Assets to the Successful Bidder.

32. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in these chapter 11 cases, any subsequent chapter 7 or chapter 11 case of the Debtors, or any related proceeding subsequent to entry of this Sale Approval Order, shall conflict with or derogate from the provisions of the Prevailing APA or the terms of this Sale Approval Order.

33. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), the effectiveness of this Sale Approval Order shall not be stayed for 14 days after entry on the docket and shall be effective and enforceable immediately upon such entry. The Successful Bidder and the Debtors are authorized to consummate the Sale and cause the Closing to occur as promptly as is practicable following the entry of this Sale Approval Order.

Dated: Nov. 9, 2016  
Wilmington, Delaware

  
\_\_\_\_\_  
The Honorable Kevin Gross  
United States Bankruptcy Judge

**EXHIBIT A TO SALE APPROVAL ORDER**

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement"), is made as of November 7, 2016, by and among (i) Filip Technologies, Inc., a Delaware corporation ("Filip"), Filip Technologies UK Ltd, a private limited company organized under the laws of England and Wales, United Kingdom and a wholly-owned direct subsidiary of Filip ("Filip UK"), Evado Filip AS, a private limited company organized under the laws of Norway and a wholly-owned direct subsidiary of Filip UK ("Filip Norway"), Evado Filip Limited, a private limited company organized under the laws of England and Wales, United Kingdom and a wholly-owned direct subsidiary of Filip UK ("Evado UK"), and Evado Filip US Ltd., a Delaware corporation and a wholly-owned direct subsidiary of Filip Norway ("Evado US" and, together with Filip, Filip UK, Filip Norway and Evado UK, the "Sellers" and each of Filip, Filip UK, Filip Norway, Evado UK and Evado US, a "Seller"), each as a debtor and debtor-in-possession in the Bankruptcy Cases (as defined below) and (ii) Smartcom Mobility Solutions Inc., an entity formed and organized under the laws of Georgia (the "Buyer"). Each of the Sellers and the Buyer are referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in Article 1 below.

### RECITALS:

**WHEREAS**, Sellers are engaged in the business of providing certain technology and software solutions including a cloud-based software platform that provides a service enabling individuals, using smartphones, to locate, contact and communicate with children wearing compatible watch devices (the "Business");

**WHEREAS**, on October 5, 2016, Sellers commenced voluntary cases (collectively, the "Bankruptcy Cases") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), which Bankruptcy Cases have been jointly administered for procedural purposes only and are pending before the Bankruptcy Court under Lead Case No. 16-12192 (KG);

**WHEREAS**, Sellers desire to sell substantially all of the Business (*i.e.*, the Acquired Assets (as defined below)) and the Buyer desires to purchase from Sellers the Acquired Assets, subject to the terms and conditions of this Agreement;

**WHEREAS**, the Parties intend that the Acquired Assets include all of Sellers' intellectual property, databases and data, proprietary software, related Documentation, and certain other assets and Contracts the Buyer requires to operate Sellers' cloud platform and services without interruption, excluding assets relating solely to the manufacture of Sellers' proprietary wearable device; and

**WHEREAS**, the Acquired Assets will be sold pursuant to the terms of this Agreement and an order of the Bankruptcy Court approving and authorizing such sale pursuant to, *inter alia*, sections 363 and 365 of the Bankruptcy Code.

**AGREEMENTS:**

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

1.1. **Defined Terms**. In addition to terms that are used and otherwise defined in this Agreement, the terms below shall have the following meanings:

“**Acquired Assets**” has the meaning set forth in Section 2.1 of this Agreement.

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

“**Alternative Bid**” shall mean a bid made pursuant to the Bidding Procedures Order by a Person other than the Buyer.

“**Ancillary Agreements**” shall mean (i) the Assignment and Assumption Agreement; (ii) the Bill of Sale; and (iii) the Intellectual Property Assignment Agreement.

“**Assignment and Assumption Agreement**” shall mean the Assignment and Assumption Agreement to be executed by the Buyer and Sellers on the Closing Date substantially in the form attached hereto as Exhibit A.

“**Assumed Contract**” has the meaning set forth in Section 2.5(a) of this Agreement.

“**Assumed Liabilities**” has the meaning set forth in Section 2.3 of this Agreement.

“**AT&T Contract**” shall mean the Master Purchase Agreement No. 20130814.035.C dated September 30, 2013 (as amended, restated, or otherwise modified).

“**Auction**” shall mean the auction that shall, subject to the terms of this Agreement and pursuant to the Bidding Procedures Order, be scheduled to take place for the purpose of determining the Successful Bidder for the purchase of the Acquired Assets pursuant to the Sale Approval Order.

“**Back-Up Bidder**” shall have the meaning set forth in the Bidding Procedures.

“**Bankruptcy Cases**” has the meaning set forth in the Recitals of this Agreement.

“**Bankruptcy Code**” has the meaning set forth in the Recitals of this Agreement.

“**Bankruptcy Court**” has the meaning set forth in the Recitals of this Agreement.



“**Bidding Procedures**” means the bidding procedures approved by the Bankruptcy Court pursuant to the Bidding Procedures Order and attached as an exhibit to the Bidding Procedures Order.

“**Bidding Procedures Motion**” shall mean Sellers’ *Motion for Orders (I)(A) Approving Bidding Procedures and Auction and (B) Scheduling Sale Hearing and Approving Notice Thereof; (II) Authorizing the Sale of Substantially all of the Debtors’ Assets Free and Clear of All Liens, Claims, Encumbrances, and Other Interests; (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (IV) Granting Related Relief* [Docket No. 11].

“**Bidding Procedures Order**” shall mean the order of the Bankruptcy Court entered on October 24, 2016 [Docket No. 71], approving the Bidding Procedures.

“**Bill of Sale**” shall mean the Bill of Sale to be executed by Sellers and the Buyer on the Closing Date substantially in the form attached hereto as Exhibit B.

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

“**Business Day**” shall mean any day excluding Saturday, Sunday and any day that is a legal holiday within the meaning of Rule 9006(a) of the Federal Rules of Bankruptcy Procedure.

“**Buyer**” shall mean Smartcom Mobility Solutions Inc., an entity formed and organized under the laws of Georgia, together with its permitted assigns, as provided in Section 10.3.

“**Buyer Documents**” has the meaning set forth in Section 6.1 of this Agreement.

“**Cash Payment**” has the meaning set forth in Section 3.3 of this Agreement.

“**Cash Purchase Price**” has the meaning set forth in Section 3.1 of this Agreement.

“**Closing**” has the meaning set forth in Section 4.1 of this Agreement.

“**Closing Date**” has the meaning set forth in Section 4.1 of this Agreement.

“**Confirmation Order**” shall mean an order of the Bankruptcy Court, confirming the Plan and approving consummation of the transactions contemplated by the Plan, acceptable to Sellers and the DIP Lender, and reasonably acceptable to the Buyer, entered by the Bankruptcy Court after a hearing conducted on adequate notice given in the Bankruptcy Cases.

“**Contemplated Transactions**” shall mean the transactions contemplated by this Agreement and the Ancillary Agreements.

“**Contract**” shall mean any contract, lease, deed, mortgage, license, instrument, note, commitment, undertaking, indenture, joint venture and any other agreement, commitment and legally binding arrangement, whether written or oral.

**“Copyrights”** shall mean all works of authorship (whether or not published), copyrights, designs and mask works and registrations (and any similar rights) and applications therefor.

**“Cure Amounts”** shall mean all amounts and other consideration that pursuant to section 365 of the Bankruptcy Code, as of the Closing Date, shall be required to cure any defaults on the part of Sellers pursuant to the Assumed Contracts or that will be otherwise due to nondebtor parties pursuant to the Assumed Contracts, as a prerequisite to the assignment and assumption of the Assumed Contracts pursuant to section 365 of the Bankruptcy Code.

**“DIP Facility”** has the meaning ascribed to such term in the Interim DIP Order (or any extension thereof or final order approving the DIP Facility, in form and substance acceptable to the DIP Lender).

**“DIP Lender”** shall mean AT&T Capital Services, Inc., as lender under the DIP Facility.

**“Documentation”** shall mean logic manuals, flow charts, principles of operation, programmer’s comments, internal and external specifications and the like, build instructions, software specifications and other documentation Sellers use to deploy, use, distribute, maintain, support, update, upgrade, compile or otherwise exploit the Seller software, including, without limitation, the materials described by Schedule 1.1(a), which Schedule shall be acceptable to the Buyer.

**“Encumbrance”** shall mean any interest (including ownership interest), pledge, lien (including any lien or liens granted in connection with, or as security for, debtor in possession financing), mortgage, security interest, judgment, demand, tax, successor liability claim, restriction, charge of any kind or nature, claim (as and to the full extent that term is defined in section 101(5) of the Bankruptcy Code), obligation, option, right, or restriction, whether imposed by agreement, understanding, Law, equity or otherwise (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinated), in or with respect to any assets of (or used by) Sellers and/or against Sellers.

**“Escrow Deposit”** has the meaning set forth in Section 3.2 of this Agreement.

**“Evado UK”** has the meaning set forth in the introductory paragraph of this Agreement.

**“Evado US”** has the meaning set forth in the introductory paragraph of this Agreement.

**“Excluded Assets”** has the meaning set forth in Section 2.2 of this Agreement.

**“Excluded Liabilities”** has the meaning set forth in Section 2.4 of this Agreement.

**“Executory Contracts”** shall mean all of the contracts, agreements, joint venture arrangements, leases and/or licenses under which the obligations of both Sellers and the other party to the contract are unperformed such that the failure by either party to perform would excuse further performance by the other party.

**“Filip”** has the meaning set forth in the introductory paragraph of this Agreement.

“**Filip Norway**” has the meaning set forth in the introductory paragraph of this Agreement.

“**Filip UK**” has the meaning set forth in the introductory paragraph of this Agreement.

“**Final Order**” shall mean an order of the Bankruptcy Court as to which time for appeal has expired and no appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial, request for stay, motion or petition for reconsideration, application for request of review, or other similar motion, application, notice or request (collectively, a “**Challenge**”) has been timely filed or if a Challenge has been timely filed, such Challenge has been denied and no Challenge to such denial has been timely filed.

“**Intellectual Property**” shall mean all intellectual property rights or similar rights arising from or associated with the following, whether protected, created, or arising under the Laws of the United States or any other jurisdiction, including (i) Trademarks, domain names and other Internet addresses or identifiers, and renewals therefor; (ii) Patents; (iii) Copyrights; (iv) Trade Secrets; and (v) any other intellectual property rights of any kind or nature.

“**Intellectual Property Assignment Agreement**” shall mean the Intellectual Property Assignment Agreement to be executed by the Buyer and Sellers on the Closing Date substantially in the form attached hereto as Exhibit C.

“**Interim DIP Order**” means the Interim Order (I) Authorizing Debtors to Obtain Post-Petition Financing, (II) Authorizing the Use of Cash Collateral, (III) Granting Liens and Superpriority Claims, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief, entered by the Bankruptcy Court on October 6, 2016 [Docket No. 30].

“**IRS**” has the meaning set forth in Section 3.5 of this Agreement.

“**Law**” shall mean any constitutional provision, statute or other law (including common law), rule, ordinance, code, requirement, regulation, administrative ruling or executive order in the United States of America, any foreign country or any domestic or foreign national state, provincial, municipal or other local political subdivision thereof issued or promulgated by any governmental authority.

“**Liabilities**” shall mean any and all debts, liabilities, commitments, and obligations of every kind and description whatsoever, whether such debts, liabilities, commitments or obligations are known or unknown, disclosed or undisclosed, matured or unmatured, accrued, fixed, absolute, contingent, determined or undeterminable, on- or off- balance sheet and otherwise.

“**Licensed Intellectual Property**” shall mean all Intellectual Property that is currently licensed to Sellers.

“**Licensed Software**” shall mean all Software (including software components) that is currently licensed to Sellers.

**“Material Adverse Effect”** shall mean any change, occurrence or development that has a material adverse effect on the assets, Liabilities, operations, property or prospects of the Business, but excludes: (i) any change in general economic conditions in the industries or markets in which Sellers operate (which changes, individually or in the aggregate, do not disproportionately affect Sellers, taken as a whole); (ii) seasonal reductions in revenue and/or earnings of Sellers in the ordinary course of business (which seasonal reductions, individually or in the aggregate, do not disproportionately affect Sellers, taken as a whole); (iii) any adverse change, event or effect on the global wireless and wearable device tracking industry as a whole; (iv) national or international political conditions, including any engagement in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack (which conditions, individually or in the aggregate, do not disproportionately affect Sellers, taken as a whole); and (v) the entry into or announcement of this Agreement, actions contemplated by this Agreement, or the consummation of the Contemplated Transactions.

**“Newly-Hired Employees”** has the meaning set forth in Section 2.6(b) of this Agreement.

**“Patent”** shall mean a patent or application therefor, including any continuation, divisional, continuation-in-part or reissue of a patent application and patents issuing thereon, and renewals thereof, industrial design registrations and applications, design rights, and inventions.

**“Permitted Encumbrances”** shall mean (i) Encumbrances that will be removed prior to or in connection with the Closing; (ii) the Assumed Liabilities; and (iii) any other Encumbrance expressly assumed in writing by the Buyer.

**“Person”** shall mean any individual, corporation, partnership, limited liability company, trust, association, joint venture or other entity of any kind whatsoever.

**“Personnel”** shall mean all former and current employees, agents, consultants and independent contractors of Sellers.

**“Petition Date”** shall mean October 5, 2016, i.e., the date of the commencement of the Bankruptcy Cases.

**“Plan”** shall mean a liquidating plan filed by Sellers with the Bankruptcy Court on or before October 28, 2016 as contemplated under the Interim DIP Order, which shall be acceptable in form and substance to the DIP Lender, reasonably acceptable to the Buyer, and which shall not adversely affect the rights of the Buyer under this Agreement or the Business without the prior written consent of the Buyer.

**“Publicly Available Software”** shall mean (i) any Software that contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as “free software” or “open source software” (e.g., Linux), or pursuant to “open source,” “copyleft” or similar licensing and distribution models; and (ii) any Software that requires as a condition of use, modification, and/or distribution of such Software that such Software or other Software incorporated into, derived from, or distributed with such Software (a) be disclosed or distributed in Source Code form; (b) be licensed for the purpose of making derivative works; or (c) be redistributable at no or minimal charge. Publicly Available Software includes, without limitation, Software licensed or distributed

pursuant to any of the following licenses or distribution models similar to any of the following: (A) GNU General Public License (GPL) or Lesser/Library GPL (LGPL), (B) the Artistic License (e.g., PERL), (C) the Mozilla Public License, (D) BSD licenses, (E) the Netscape Public License, (F) the Sun Community Source License (SCSL), the Sun Industry Source License (SISL), or (G) the Apache Software License.

**“Purchase Price”** has the meaning set forth in Section 3.1 of this Agreement.

**“Sale Approval Motion”** shall mean Sellers’ *Motion for Orders (I)(A) Approving Bidding Procedures and Auction and (B) Scheduling Sale Hearing and Approving Notice Thereof; (II) Authorizing the Sale of Substantially all of the Debtors’ Assets Free and Clear of All Liens, Claims, Encumbrances, and Other Interests; (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (IV) Granting Related Relief* [Docket No. 11].

**“Sale Approval Order”** shall mean an order of the Bankruptcy Court substantially in the form and substance attached hereto as Exhibit D and incorporated by reference herein, and in form and substance acceptable to Sellers, the Buyer, the DIP Lender, and their respective counsel, naming the Buyer as the Successful Bidder at the Auction and approving, without limitation, this Agreement and all of the terms and conditions hereof and approving and authorizing Sellers to consummate the transactions contemplated hereby pursuant to sections 363 and 365 of the Bankruptcy Code, and finding that the Buyer is a good faith purchaser, entered after a hearing conducted on notice given in the Bankruptcy Case and in accordance with the terms specified in Section 9.8, Section 9.9 and Section 9.10.

**“Sale Hearing”** shall mean the Bankruptcy Court hearing to approve the sale of the Acquired Assets to, and the assumption of the Assumed Liabilities by, the Buyer pursuant to this Agreement and the Sale Approval Motion.

**“Seller”** has the meaning set forth in the introductory paragraph of this Agreement.

**“Sellers”** has the meaning set forth in the introductory paragraph of this Agreement.

**“Seller Data”** shall mean all data that is material to the Business and contained in any database used or maintained by Sellers or by a contractor to Sellers, including, without limitation, the data described on Schedule 1.1(a), which Schedule shall be acceptable to the Buyer.

**“Seller Documents”** has the meaning set forth in Section 5.1 of this Agreement.

**“Seller Intellectual Property”** shall mean all Transferred Intellectual Property and Licensed Intellectual Property.

**“Sellers’ Knowledge”** shall mean (i) the actual knowledge of the individuals listed on Schedule 1.1(b) and (ii) the knowledge that each of the individuals listed on Schedule 1.1(b), as a prudent business person, would have obtained after making reasonable due inquiry with respect to the particular matter in question.

**“Software”** shall mean computer software programs and software systems, including databases, compilations, tool sets, compilers, higher level or “proprietary” languages and related Documentation and materials, whether in Source Code, object code or human readable form, all descriptions, flow-charts and other work product used to design, plan, organize, maintain, support or develop any of the foregoing, the technology supporting, and the contents and audiovisual displays on any web sites, and all Documentation, including programmers’ notes and Source Code annotations, user manuals and training materials relating to the foregoing, including any translations thereof.

**“Source Code”** shall mean the human-readable version of Software that can be compiled into executable or object code.

**“Subsidiary”** shall mean, with respect to Filip, any other Person, whether incorporated or unincorporated, of which (i) more than fifty percent (50%) of the securities or other ownership interests or (ii) securities or other interests having by their terms ordinary voting power to elect more than fifty percent (50%) of the board of directors or others performing similar functions with respect to such corporation or other organization, is directly owned or controlled by Filip.

**“Successful Bidder”** means the bidder that is determined by Sellers, in accordance with the Bidding Procedures and the Bidding Procedures Order, to have submitted the best and highest bid for the purchase of the Acquired Assets.

**“Trade Secrets”** shall mean non-public know-how, inventions, discoveries, improvements, concepts, ideas, methods, processes, designs, plans, schematics, drawings, formulae, technical data, customer lists, specifications, research and development information, technology and product roadmaps, databases, and other proprietary or confidential information or trade secrets, in each case protectable under the laws of an applicable jurisdiction, excluding any Copyrights or Patents that may cover or protect any of the foregoing.

**“Trademarks”** shall mean trademarks, service marks, trade names, trade dress, logos, business and product names, slogans, whether or not registered, and registrations, applications for registration, and renewals thereof.

**“Transferred Intellectual Property”** shall mean all Intellectual Property owned by Sellers, including the Intellectual Property listed on Schedule 1.1(a), which Schedule shall be acceptable to the Buyer.

**“Transferred Software”** shall mean all Software proprietary to Sellers, including the Software listed on Schedule 1.1(a), which Schedule shall be acceptable to the Buyer, (including software components) including Source Code for and the Intellectual Property rights in such Software.

**“WARN”** shall mean the Workers Adjustment Retraining and Notification Act and similar state laws.

**“Work Product”** shall mean, with respect to a Person, all tangible and intangible original work product developed within the scope of their service or employment for Sellers.

**ARTICLE 2**  
**PURCHASE AND SALE OF ASSETS BY**  
**THE BUYER AND ASSUMPTION OF LIABILITIES**

2.1. **Purchase and Sale of Assets.** Upon the terms and subject to the conditions and provisions contained in this Agreement and the Sale Approval Order, at the Closing, Sellers shall sell, convey, transfer, assign and deliver to the Buyer, and the Buyer shall acquire and accept from Sellers, free and clear of any and all Encumbrances (except for Permitted Encumbrances), (x) all Assumed Contracts listed on Schedule 2.5(a), as such Schedule may be amended as provided in Section 2.5 of this Agreement, to which any of the Sellers is a party, and (y) all other assets of Sellers required to operate and support the Business as conducted in all material respects by Sellers on the Petition Date [(but excluding assets relating solely to the manufacture of such devices other than those assets contained in Schedule 2.1(a) and the Transferred Intellectual Property and Transferred Software),] including, without limitation, the following assets (such Contracts and assets collectively, the “Acquired Assets”):

(a) those certain specified assets of Sellers as identified in Schedule 2.1(a), which Schedule shall be acceptable to the Buyer; and

(b) the Transferred Intellectual Property and the Transferred Software.

2.2. **Excluded Assets.** Except as expressly set forth in Section 2.1 of this Agreement, the Buyer shall not acquire and accept from Sellers any assets of Sellers other than the Acquired Assets, including, without limitation, any Contracts that are not Assumed Contracts (collectively, the “Excluded Assets”).

2.3. **Assumption of Liabilities.** Upon the terms and subject to the conditions and provisions contained in this Agreement, at the Closing the Buyer will execute and deliver to Sellers the Assignment and Assumption Agreement, pursuant to which the Buyer will, effective as of the Closing, assume, satisfy and perform when due only the following Liabilities of Sellers (collectively, the “Assumed Liabilities”):

(a) all Liabilities under the Assumed Contracts arising or to be performed from the period commencing on or after the Closing (other than to the extent such Liabilities relate to or arise from any breach of contract, tort or violation of Law occurring prior to the Closing); and

(b) all Liabilities in respect of the Acquired Assets arising from the period commencing on or after the Closing (other than to the extent such Liabilities relate to or arise from any breach of contract, tort or violation of Law occurring prior to the Closing).

2.4. **Liabilities Not Assumed.** Except as expressly set forth in Section 2.3 of this Agreement, the Buyer shall not assume, satisfy, be liable for or perform any Liabilities of Sellers or the Business, including, without limitation, Liabilities under WARN (collectively, the “Excluded Liabilities”). Except as otherwise provided herein, the Acquired Assets shall be sold and conveyed to the Buyer free and clear of all Encumbrances except for Permitted Encumbrances.

2.5. **Assumed Contracts.**

(a) Assumed Contracts List. Sellers shall assume and assign to the Buyer all of the Contracts on Schedule 2.5(a) (the “Assumed Contracts”), as such Schedule may be amended (i) by mutual written agreement of Sellers and the Buyer, or (ii) as set forth in Section 2.5(c), by the Buyer without the consent of Sellers.

(b) Payment of Cure Amounts. To the extent required by the Bankruptcy Court under the Bankruptcy Code to permit the assumption and assignment of the Assumed Contracts to the Buyer at Closing pursuant to this Agreement, the Buyer shall pay all related Cure Amounts at Closing (which Cure Amount payment by the Buyer shall be additive to the Purchase Price payable by the Buyer pursuant to Section 3.1 of this Agreement).

(c) Additional Contracts. From the date of execution of this Agreement through the Closing, the Buyer may remove Contracts designated on Schedule 2.5(a) so that any such Contract is not an Assumed Contract, or the Buyer may designate any Contracts in addition to the Contracts designated on Schedule 2.5(a) (and that Sellers have not rejected pursuant to section 365 of the Bankruptcy Code) as an Assumed Contract, and Sellers shall use commercially reasonable efforts to seek an order authorizing the assumption and assignment to the Buyer of the Contract so designated, and the Buyer shall be obligated to pay any Cure Amounts with respect to any such Assumed Contract (which Cure Amount payment by Buyer shall be additive to the Purchase Price payable by Buyer pursuant to Section 3.1 of this Agreement). From the date of execution of this Agreement through the Closing, Sellers shall not reject any Contract unless otherwise agreed to in writing by the Buyer.

## 2.6. Employees.

(a) Employees. As of the Closing Date, Sellers shall terminate the employment of those employed in the Business who have accepted employment offers from the Buyer. The Buyer shall have sole discretion in determining those employees to whom it may extend employment offers.

(b) Newly-Hired Employees. With respect to all employees of Sellers who become employees of the Buyer as of the Closing Date (collectively, the “Newly-Hired Employees”), the Buyer shall be responsible for all Liabilities arising for the period commencing on or after the Closing and in accordance with the Buyer’s employment offers to and employment of the Newly-Hired Employees (and, if appropriate, consistent with applicable law).

## ARTICLE 3 CONSIDERATION AND RELATED MATTERS

3.1. Consideration. Subject to the provisions of Section 3.4, the aggregate consideration for the Acquired Assets (the “Purchase Price”) shall be equal to (a) \$1,025,000.00 in cash (the “Cash Purchase Price”), plus (b) the assumption of the Assumed Liabilities.

3.2. Escrow Deposit. The Buyer has delivered a “Good Faith Deposit” of \$55,000.00 (the “Escrow Deposit”) to counsel for the Sellers in escrow, to be held in counsel’s client trust account and credited against the Purchase Price or released in accordance with the terms of this Agreement and the Bidding Procedures Order.



3.3. **Payment of Purchase Price.** On the Closing Date, Sellers shall be paid the Cash Purchase Price (the "Cash Payment"). The Escrow Deposit shall be applied and credited against the Cash Payment.

3.4. **[Reserved]**.

3.5. **Allocation.** Sellers and the Buyer agree to allocate the Purchase Price among the Acquired Assets in accordance with Schedule 3.5, which shall be prepared by the Buyer and provided to Sellers within one month after the Closing Date. Sellers and the Buyer agree to file all tax reports, returns and claims and other statements in a manner consistent with the allocation set forth on Schedule 3.5 and shall not make any inconsistent written statement or take any inconsistent position on any returns, in any refund claim, during the course of any Internal Revenue Service ("IRS") or other tax audit, for any financial or regulatory purpose, in any litigation or investigation or otherwise, so long as there exists a reasonable basis in law to maintain such position. Each Party shall notify the other Party if it receives notice that the IRS proposes any allocation different from Schedule 3.5.

3.6. **Transaction Expenses.** Except as expressly provided herein, each Party shall bear its own costs and expenses, including attorneys, accountants and other consultants' fees, in connection with the execution and negotiation of this Agreement and the consummation of the Contemplated Transactions.

#### **ARTICLE 4** **CLOSING**

4.1. **Closing.** The consummation of the Contemplated Transactions (the "Closing") shall occur at the offices of Moore & Van Allen PLLC, 100 North Tryon Street, Suite 4700, Charlotte, North Carolina 28202-4003 or such other location mutually agreed to by the Parties, not later than November 10, 2016, provided that all of the conditions to Closing set forth in Article 8 and Article 9 have been satisfied or waived, unless such date is extended by agreement of the Parties hereto (the "Closing Date").

4.2. **Conveyances at Closing.**

(a) At the Closing, and in connection with effecting and consummating the Contemplated Transactions, Sellers shall deliver the following to the Buyer:

- (1) physical custody of the Acquired Assets;
- (2) up-to-date electronic copies of all Seller Data in a format reasonably acceptable to the Buyer;
- (3) all Ancillary Agreements to which any Seller is a party, duly executed by all Seller(s) party thereto;
- (4) the Sale Approval Order; and

(5) such other instruments as may be reasonably requested by the Buyer to vest in the Buyer title in and to the Acquired Assets in accordance with the provisions hereof and the Sale Approval Order.

(b) At the Closing, and in connection with effectuating and consummating the Contemplated Transactions, the Buyer shall deliver, or cause to be delivered, the following to Sellers:

- (1) the Cash Payment, payable as provided in Section 3.3, and
- (2) all Ancillary Agreements to which the Buyer is a party.

To the extent that a form of any document to be delivered under this Section 4.2 is not attached as an Exhibit hereto, such documents shall be in form and substance, and shall be executed and delivered in a manner, reasonably satisfactory to the Buyer and Sellers.

4.3. **Other Closing Matters.** Each of the Parties shall use its commercially reasonable efforts to take such other actions required hereby to be performed by it prior to or on the Closing Date.

## **ARTICLE 5** **REPRESENTATIONS AND WARRANTIES OF SELLERS**

As an inducement to the Buyer to enter into this Agreement, Sellers hereby, as of the date hereof, make the following representations and warranties to the Buyer, but none of which shall survive the Closing of the Contemplated Transactions:

5.1. **Existence and Authority.** Each Seller is a validly existing entity under the laws of the jurisdiction of its organization, and has all requisite authority and power to own and, subject to the Sale Approval Order, dispose of the Acquired Assets, to execute and deliver this Agreement and the Ancillary Agreements to which it is a party (collectively, the "Seller Documents"), to perform its obligations hereunder and thereunder, and to consummate the Contemplated Transactions.

5.2. **Authorization.** Except for obtaining the Sale Approval Order, each Seller has taken all necessary action to authorize the execution and delivery of the Seller Documents and the performance of its obligations hereunder and thereunder and to consummate the Contemplated Transactions.

5.3. **Execution and Delivery.** This Agreement has been executed and delivered by duly authorized officers of each Seller, and, subject to entry of the Sale Approval Order, will constitute the legal, valid and binding obligation of each Seller, and will be enforceable against each Seller in accordance with its terms, subject in all respects to the Sale Approval Order. As of the Closing Date, each of the Seller Documents will be executed and delivered by a duly authorized officer of each Seller, will constitute the legal, valid and binding obligations of each Seller, and will be enforceable against each Seller in accordance with their respective terms, subject in all respects to the Sale Approval Order.

5.4. **Approval and Consents.** Except for entry of the Sale Approval Order and except as set forth on Schedule 5.4 to this Agreement, no material approval, authorization, consent, license, certification or other action by, or filing with, any governmental authority, administrative agency, court or other party is necessary for Sellers' execution and delivery of any of the Seller Documents, the performance of its obligations thereunder or the consummation of the Contemplated Transactions.

5.5. **Non-Contravention.** Except as set forth in Schedule 5.5 to this Agreement, Sellers are not in breach or violation of or default under, and the execution and delivery by Sellers of any of the Seller Documents and the performance of their obligations and the consummation of the Contemplated Transactions, each in accordance with the terms and conditions thereunder and subject to the terms and conditions of the Sale Approval Order, will not cause a breach or violation of or default or event of default under, any provision of (i) the charter or bylaws or other organizational documents of any of the Sellers, (ii) any Contract to which any of the Sellers are a party or are bound or by which any of the Acquired Assets are bound or affected, (iii) any Law of any governmental authority applicable to any of the Sellers, the Acquired Assets or the Business, or (iv) any decree, order, injunction or other decision of any court, arbitrator, governmental authority or administrative agency with jurisdiction over any of the Sellers, the Acquired Assets or the Business.

5.6. **No Encumbrances.** Sellers will, upon the entry of the Sale Approval Order and the consummation of the Contemplated Transactions, transfer all right, title and interest in and to the Acquired Assets to the Buyer, free and clear of any and all Encumbrances, except for Permitted Encumbrances, pursuant to the applicable provisions of the Bankruptcy Code and the authority granted under the Sale Approval Order.

5.7. **Subsidiaries.** Schedule 5.7 to this Agreement sets forth each of the Subsidiaries and each other Person in which Filip holds an equity interest. For each of such Subsidiaries, Schedule 5.7 sets forth the equity interests owned by Filip or any of its Subsidiaries or such other Persons, the names of the Persons owning such equity interests and the percentage of the outstanding equity interests so owned.

5.8. **Litigation.** Except for matters pending before the Bankruptcy Court, and except as set forth on Schedule 5.8, there are no actions, suits, claims or legal, administrative or arbitration proceedings pending or, to Sellers' Knowledge, threatened against, relating to or involving any Seller.

5.9. **Intellectual Property.**

(a) For each item of Transferred Intellectual Property consisting of Patents, registered Trademarks and registered Copyrights, Schedule 5.9(a) sets forth the record owner and (i) for each Patent, the patent number or application serial number for each jurisdiction in which filed, date issued and/or filed and present status thereof; (ii) for each registered Trademark, the application serial number or registration number, by country, province and state, and the class of goods or services covered, the nature of the goods or services, the date issued and/or filed and the present status thereof; (iii) for each domain name, the renewal date and name of registry; (iv) for each Copyright, if applicable, the number and date of each registration or Copyright application by

country, province and/or state; (v) for each registered design, the registration number or serial number for each jurisdiction in which filed, date issued and/or filed and present status thereof; (vi) all actual or threatened claims (including reexamination and reissue proceedings) before any court, tribunal or other governmental authority (including the United States Patent and Trademark Office or equivalent authority anywhere in the world) related to any Transferred Intellectual Property; and (vii) any actions that must be taken within ninety (90) days after the date hereof for the purposes of obtaining, maintaining, perfecting, preserving or renewing any Transferred Intellectual Property that is registered or subject to a pending application for registration before any authorized Intellectual Property office, including the payment of any registration, maintenance or renewal fees or the filing of documents, applications or certificates or any responses to office actions.

(b) All Transferred Intellectual Property has been duly registered in, filed in or issued by the appropriate governmental authority where such registration, filing or issuance is necessary to perfect Sellers' rights therein or for the conduct of the Business as presently conducted. Sellers are the sole and exclusive owner of, and Sellers have the right to use, execute, reproduce, display, perform, modify, enhance, distribute, prepare derivative works of and sublicense, without payment to any other Person, all Transferred Intellectual Property and Transferred Software. Sellers maintain the ownership of Transferred Intellectual Property and Transferred Software, and no ownership rights or rights to use Transferred Intellectual Property or Transferred Software have been assigned or licensed to any third party other than under nonexclusive licenses granted to contractors or service providers for use solely for the benefit of Sellers. Except as set forth on Schedule 5.9(b), Sellers have not received any communication from any Person asserting any ownership interest in any Transferred Intellectual Property or Transferred Software or suggesting that any other Person has any claim of legal or beneficial ownership with respect thereto, nor is there any basis for any claim that Sellers do not so own such Transferred Intellectual Property or Transferred Software. Sellers have a valid license to all Licensed Intellectual Property and Licensed Software.

(c) Sellers have no unpaid accrued liabilities for Sellers' rights to practice, incorporate or otherwise use Licensed Intellectual Property and Licensed Software in the manner currently used by Sellers.

(d) Except as set forth on Schedule 5.9(d), the execution and delivery of this Agreement and the consummation of the Contemplated Transactions do not and will not affect, contravene, conflict with, alter or impair the ownership of or rights in the Seller Intellectual Property or the Transferred Software, and the Buyer will not be obligated to pay any royalties or other amounts after Closing to any Person in excess of those payable by Sellers in the absence of this Agreement or the consummation of the Contemplated Transactions.

(e) To the Sellers' Knowledge, the conduct of the Business as presently conducted does not violate, misappropriate, dilute or infringe the Intellectual Property rights of any other Person. The Transferred Intellectual Property and Intellectual Property rights in Transferred Software are enforceable (to the extent such concepts are applicable and, with respect to U.S. Copyrights, assuming registration when required for enforcement), subsisting, and have not been abandoned or cancelled. No claims are pending or threatened, against any Seller by any Person with respect to the ownership, validity, enforceability, registration, effectiveness or use in the Business of any

Transferred Intellectual Property or the Transferred Software. No claims are pending or threatened, and Sellers have not received any communication alleging that any Seller violated any rights relating to Intellectual Property or Software of any third party. No third party, to the Sellers' Knowledge, is misappropriating, infringing, diluting, or violating any Transferred Intellectual Property or Transferred Software or any of Sellers' rights in Licensed Intellectual Property and Licensed Software.

(f) All Transferred Intellectual Property and Transferred Software comprising Trade Secrets that Sellers have chosen to retain as a trade secret under the laws of the applicable jurisdictions have been maintained in confidence in accordance with commercially reasonable protection procedures. All Personnel are under obligations restricting such Person's right to disclose proprietary information of Sellers. Except as set forth on Schedule 5.9(f), all Personnel who have contributed to or participated in the conception and development of Transferred Intellectual Property or Transferred Software either (i) have been party to a written "work-for-hire" or similar Contract with one or more of the Sellers that, in accordance with all Laws, has accorded one or more of the Sellers full, effective, exclusive and original ownership of all Work Product and all right, title and interest therein, including Intellectual Property rights or (ii) have executed appropriate instruments of assignment in favor of one or more of the Sellers as assignee that have conveyed to one or more of the Sellers full, effective and exclusive ownership of all Work Product. To the Sellers' Knowledge, no former or current Personnel have any claim against any of the Sellers in connection with such Person's involvement in the conception, maintenance and development of any Transferred Intellectual Property or Transferred Software and no such claim has been asserted or threatened. To the Sellers' Knowledge, none of the Personnel of any of the Sellers has any patents issued or applications pending for any device, process, design or invention of any kind now used or needed by Sellers in the furtherance of the Business.

(g) No government funding, nor any facilities of a university, college, other educational institution or research center, was used in the development of any Seller Intellectual Property or Transferred Software.

(h) Schedule 5.9(h) sets forth a true, complete and correct list of all Publicly Available Software used in the Transferred Software or otherwise by Sellers, including in the development or testing of Transferred Software, and with regard to each separate program or element of the listed Publicly Available Software, (i) identifies the open source license applicable thereto, (ii) identifies, where available, a URL at which such Publicly Available Software are available and at which such open source license is identified, (iii) describes the manner in which such Publicly Available Software was or is used, (iv) states whether (and, if so, how) such Publicly Available Software was modified by or for Sellers, (v) states whether such Publicly Available Software was distributed by or for Sellers, (vi) states whether such Publicly Available Software was used, offered or made available on a hosted or similar basis by or for Sellers and (vii) describes how such Publicly Available Software is integrated with or interacts with the Transferred Software.

(i) Except as disclosed in Schedule 5.9(i), none of the Transferred Software incorporates or comprises or is distributed with any Publicly Available Software, or is otherwise subject to the provisions of any "open source" or third party license agreement that (i) requires the distribution of Source Code in connection with the distribution of such Transferred Software in

object code form; (ii) would limit Buyer's freedom to seek full compensation in connection with marketing, licensing, and distributing such applications; or (iii) allows a customer or requires that a customer have the right to decompile, disassemble or otherwise reverse engineer the Transferred Software. With respect to any Publicly Available Software that is or has been used by Sellers in any way in connection with any Transferred Software, all use and distribution of Transferred Software and Publicly Available Software by or through Sellers is in full compliance with all licenses applicable thereto, including all copyright notice and attribution requirements. With respect to each item of Transferred Software, Sellers are in actual possession and control of the applicable Source Code, object code, code writes, notes, Documentation, programmers' notes, Source Code annotations, user manuals and know-how to the extent required for use, distribution, development, enhancement, maintenance and support of such Transferred Software, subject to any licenses granted to third parties therein. Except as set forth in Schedule 5.9(i), Sellers have not disclosed to any third party or escrowed, or agreed to disclose to any third party or escrow, any Source Code of any Transferred Software.

(j) Except as set forth in Schedule 5.9(j), all right, title and interest in and to the Seller Data is owned by Sellers, free and clear of all Encumbrances.

5.10. **Tax Returns.** Except as disclosed on Schedule 5.10, to the extent that under applicable Law the failure of this representation to be true or correct could result in an Encumbrance upon or claim against the Acquired Assets or in a claim against the Buyer as transferee or owner of the Acquired Assets: (i) Sellers have caused to be filed (or will file) all tax returns that are or were required to be filed on or prior to the Closing Date with respect to the Acquired Assets and the operation of the Business; (ii) all such tax returns accurately reflect all tax liabilities required to be reflected thereon; and (iii) all taxes due and payable by Sellers with respect to the Acquired Assets and the operation of the Business shown in such tax returns have been paid or will be paid pursuant to the terms of the Plan.

5.11. **Compliance With Laws.** Except as disclosed on Schedule 5.11, Sellers are in compliance with all material Laws applicable to the Business. Except as disclosed on Schedule 5.11, Sellers have not received any written notice within the past twelve (12) months relating to violations or alleged violations or defaults under any applicable Law or order.

5.12. **Privacy and Data Protection.**

(a) Sellers have complied in all material respects with applicable Laws and its internal privacy policies relating to the use, collection, storage, disclosure and transfer of any personally identifiable information collected, accessed or obtained by Sellers or by third parties having authorized access to the records of Sellers. Sellers are in material compliance with all of the terms of all Contracts to which Sellers are a party relating to the use, collection, storage, disclosure and transfer of any personally identifiable information collected, accessed or obtained by Sellers or by third parties having authorized access to the records of Sellers. Each of the Internet websites owned or operated by Sellers since the date on which Sellers were formed has maintained a publicly posted privacy policy that describes Sellers' practices with respect to the collection, use and disclosure of personally identifiable information and that complies in all material respects with all applicable Laws. The execution, delivery and performance of this Agreement will comply with all applicable Laws relating to privacy, security and data protection and with Sellers' privacy

policies. Since the date on which Sellers were formed, Sellers have not received a written complaint or been involved in any investigation or inquiry regarding Sellers' use, collection, storage, disclosure or transfer of personally identifiable information, other than as disclosed on Schedule 5.12.

(b) Sellers have implemented and maintain a security plan that is customary and reasonable for its industry that (i) identifies internal and external risks to the security of any personally identifiable information in Sellers' possession, custody or control, (ii) implements, monitors and improves administrative, electronic and physical safeguards to control those risks, (iii) maintains notification procedures in material compliance with applicable Laws in the case of any breach of security compromising data containing personally identifiable information and (iv) complies in all material respects with the obligations of Sellers in any Contracts to which Sellers are a party regarding the security of personally identifiable information in Sellers' possession, custody or control. To the Sellers' Knowledge, Sellers have not, since the date on which Sellers were formed, experienced any breach of security or otherwise unauthorized access by third parties to any personally identifiable information in Sellers' possession, custody or control.

(c) To the Sellers' Knowledge, the execution, delivery and performance of this Agreement and the consummation of the Contemplated Transactions, including any transfer of personally identifiable information, will not violate any applicable Law, the privacy policy of Sellers or any data security requirements imposed on Sellers. Upon Closing, the Buyer will continue to have the right to use such personally identifiable information on identical terms and conditions as the Business enjoyed immediately prior to the Closing.

5.13. **Completeness and Condition of Assets**. Sellers have good and marketable title to and is the lawful owner of, or has a valid license or right to use, all of the Acquired Assets, free and clear of any and all Encumbrances (except for Permitted Encumbrances). All items of tangible personal property included in the Acquired Assets are structurally sound, in good operating condition, in a state of good maintenance and repair and are adequate for the uses to which they are being put, and none of such items of tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost.

5.14. **Brokerage Fee**. No brokerage, finder's or similar fee, commission or other payment is or shall become payable by the Buyer in connection with the Contemplated Transactions pursuant to any agreement, contract or other arrangement entered into by Sellers. Sellers have disclosed and are responsible for payment of the fees and expenses of Widebridge Group, as and to the extent such fees and expenses are allowed pursuant to an order of the Bankruptcy Court.

## **ARTICLE 6** **REPRESENTATIONS AND WARRANTIES OF THE BUYER**

As an inducement to Sellers to enter into this Agreement, the Buyer hereby makes the following representations and warranties as of the date hereof to Sellers, but none of which shall survive the Closing of the Contemplated Transactions for any reason whatsoever:

6.1. **Existence and Authority.** The Buyer is a validly existing entity under the laws of the jurisdiction of its organization and has all requisite authority and power to execute and deliver this Agreement and the Ancillary Agreements to which it is a party (collectively, the “Buyer Documents”), to perform its obligations hereunder and thereunder, and to consummate the Contemplated Transactions.

6.2. **Authority.** The Buyer has taken all necessary or appropriate actions to authorize the execution and delivery of each of the Buyer Documents and the performance of its obligations hereunder and thereunder and to consummate the Contemplated Transactions.

6.3. **Execution and Delivery.** This Agreement has been executed and delivered by a duly authorized officer of the Buyer, constitutes the legal, valid and binding obligation of the Buyer, and is enforceable against the Buyer in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors’ rights generally and by general principles of equity (whether applied in a proceeding at law or in equity). As of the Closing Date, each of the Buyer Documents will be executed and delivered by a duly authorized officer of the Buyer, will constitute the legal, valid and binding obligations of the Buyer, and will be enforceable against the Buyer in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors’ rights generally and by general principles of equity (whether applied in a proceeding at law or in equity).

6.4. **Approval and Consents.** Except for entry of the Sale Approval Order, no approval, authorization, consent or other action by, or filing with, any governmental authority, administrative agency, court or other party is necessary for the Buyer’s execution and delivery of any of the Buyer Documents, the performance of its obligations thereunder or the consummation of the Contemplated Transactions.

6.5. **Financial Resources.** The Buyer has the financial resources necessary to consummate the Contemplated Transactions upon the terms and conditions set forth in this Agreement and the Ancillary Agreements, and such financial resources are not subject to any constraints, conditions or contingencies that could in any way affect the Buyer’s ability to consummate the Contemplated Transactions or perform thereunder.

## **ARTICLE 7** **COVENANTS**

Sellers and the Buyer covenant and agree as follows:

7.1. **Conduct Pending the Closing.** During the period from the date of this Agreement through the earlier to occur of (x) the Closing Date, and (y) the date on which this Agreement is terminated in accordance with the provisions of this Agreement or pursuant to an order of the Bankruptcy Court, except (i) as consented to in writing by the Buyer, (ii) as contemplated by this Agreement, (iii) as set forth in a Schedule to this Agreement, or (iv) as required by, arising out of, relating to, or resulting from Sellers’ obligations and duties under the Bankruptcy Code or orders entered by the Bankruptcy Court, Sellers will use commercially reasonable efforts to operate the



Business only in the ordinary course consistent with reasonable business practices of a similarly situated debtor. For so long as the Parties are pursuing the Closing in accordance with the terms and conditions of this Agreement, without the prior written consent of the Buyer, Sellers shall not:

- (a) sell or dispose of any of the Acquired Assets; or
- (b) assume or reject any Contracts.

7.2. **Access to Information Before Closing.** Sellers agree that during the period from the date of this Agreement through the earlier to occur of (x) the Closing Date, and (y) the date on which this Agreement is terminated in accordance with the provisions of this Agreement or pursuant to an order of the Bankruptcy Court, the Buyer shall be entitled, through its officers, employees, consultants and representatives, to make such investigation of the Business and such examination of the books and records and financial and operating data of Sellers related to the Business, the Acquired Assets and the Assumed Liabilities, and to have access to the officers, key employees and accountants of Sellers in connection with the Business, as it reasonably requests.

7.3. **Consents.** Sellers shall use their commercially reasonable efforts, and the Buyer shall cooperate with Sellers, to obtain the consents set forth on Schedule 5.4, if any; provided, however, that except for Cure Amounts, which are to be paid in accordance with Section 2.5(b), neither Sellers nor the Buyer shall be obligated to pay any consideration therefor to any third party from whom consent or approval is requested or to initiate any litigation or legal proceedings to obtain any such consent or approval.

7.4. **Submission for Bankruptcy Court Approval.**

(a) Prior to the date hereof, Sellers filed in the Bankruptcy Cases the Bidding Procedures Motion and the Sale Approval Motion. The Sellers shall prosecute the Sale Approval Motion and seek entry of the Sale Approval Order. The Parties shall use their respective commercially reasonable efforts to have the Bankruptcy Court enter the Sale Approval Order on or before November 8, 2016. Sellers shall give and have given notice under the Bankruptcy Code of the request for the relief specified in the Sale Approval Motion to all Persons entitled to such notice, including all Persons that have asserted Encumbrances in the Acquired Assets, and all non-debtor parties to the Assumed Contracts and other appropriate notice, including such additional notice as the Bankruptcy Court shall direct or as the Buyer may reasonably request, and provide appropriate opportunity for hearing, to all parties entitled thereto, of all motions, orders, hearings, or other proceedings in the Bankruptcy Court relating to this Agreement or the transactions contemplated hereby. Sellers shall be responsible for making all appropriate filings relating thereto with the Bankruptcy Court, which filings shall be submitted, to the extent practicable, to the Buyer prior to their filing with the Bankruptcy Court for the Buyer's prior review.

(b) A list of the Assumed Contracts shall be filed as an exhibit to the Sale Approval Motion (or, alternatively, a motion to assume and assign the Assumed Contracts may be brought), and shall be described in sufficient detail to provide adequate notice to the non-debtor parties to such Contracts. Upon designation or removal by the Buyer of the Assumed Contracts in accordance with Section 2.5, Sellers shall add any Assumed Contracts, respectively, to such exhibit to the Sale Approval Motion or remove any Assumed Contracts. Such exhibit shall set forth the

amounts necessary to cure defaults under each Assumed Contract shown thereon, as reasonably determined in good faith by Sellers. In cases in which Sellers are unable to establish that a default exists, the relevant cure amount shall be set at \$0.00.

(c) Sellers and the Buyer shall consult with one another regarding pleadings which any of them intends to file with the Bankruptcy Court in connection with, or which might reasonably affect the Bankruptcy Court's approval of the Sale Approval Order. Sellers shall promptly provide the Buyer and its counsel with copies of all notices, filings and orders of the Bankruptcy Court that Sellers have in their possession (or receive) pertaining to the Sale Approval Motion or the Sale Approval Order or any other order related to any of the transactions contemplated by this Agreement, but only to the extent such papers are not publicly available on the docket of the Bankruptcy Court or otherwise made available to the Buyer and its counsel.

(d) If the Bidding Procedures Order or the Sale Approval Order or any other orders of the Bankruptcy Court relating to this Agreement or the transactions contemplated hereby shall be appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to the Bidding Procedures Order or the Sale Approval Order or other such order), subject to rights otherwise arising from this Agreement, Sellers and the Buyer shall use their commercially reasonable efforts to prosecute such appeal, petition or motion and obtain an expedited resolution of any such appeal, petition or motion.

7.5. **[Reserved]**.

7.6. **[Reserved]**.

7.7. **Further Assurances.** In addition to the provisions of this Agreement, from time to time after the Closing Date, Sellers will use all commercially reasonable efforts to execute and deliver such other instruments of conveyance, transfer or assumption, as the case may be, and take such other actions as may be reasonably requested to implement more effectively the conveyance and transfer of the Acquired Assets and the assumption of the Assumed Liabilities.

7.8. **Taxes.** All past due taxes that constitute an Encumbrance on any Acquired Assets shall be paid and satisfied in full by Sellers at or prior to the Closing, or otherwise paid pursuant to the terms of the Plan. Any and all current *ad valorem* property taxes for 2016 shall be paid at Closing and pro-rated; provided that Sellers shall be solely responsible for payment of any interest and penalties, and any such amounts shall not be pro-rated.

7.9. **Condition of the Acquired Assets.** THE BUYER AGREES AND ACKNOWLEDGES THAT AT CLOSING, THE BUYER WILL ACQUIRE THE ACQUIRED ASSETS "AS-IS, WHERE-IS," AND SELLERS DO NOT MAKE (AND SELLERS EXPRESSLY DISCLAIM) ANY REPRESENTATION OR WARRANTY OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH ACQUIRED ASSETS, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.10. **Access to Information After Closing; Maintenance of Records.**

(a) Following the Closing, for a period of the earlier of (i) two (2) years after the Closing Date and (ii) the date of entry of an order of the Bankruptcy Court closing the Bankruptcy Cases, or if converted to a case under chapter 7 of the Bankruptcy Code, an order of the Bankruptcy Court closing such case, (a) Buyer shall accord the Sellers and their representatives reasonable access to all of the books and records turned over to the Buyer by Sellers relating to the Acquired Assets and Assumed Liabilities for purposes related to taxes and (b) Sellers shall accord the Buyer and its representatives reasonable access to all of the books and records retained by Sellers relating to the Acquired Assets and Assumed Liabilities for purposes related to taxes and the on-going conduct of the Business.

(b) Such access shall be afforded by the Party in possession of such books and records upon receipt of reasonable advance written notice and during normal business hours; provided, however, that: (i) any such access shall be conducted in such a manner as not to interfere unreasonably with the operation of the business of any Party; (ii) no Party shall be required to take any action which would constitute a waiver of the attorney-client privilege; (iii) no Party shall be required to take any action which would reveal confidential or proprietary information without the execution of an appropriate confidentiality agreement by the other Party; and (iv) no Party shall be required to supply the other Party with any information which such Party is under a legal obligation not to supply. The applicable Party exercising this right of access shall be solely responsible for any costs or expenses incurred by it hereunder.

7.11. **Communications with Key Parties.** Prior to the Closing, the Buyer and its affiliates may, as part of its due diligence and efforts to satisfy applicable conditions to its obligation to close, after consultation with Sellers, have discussions with Sellers' landlords, material suppliers, and others with whom Sellers have material commercial dealings. Sellers shall not have the right to participate in such discussions, but the Buyer shall inform Sellers of the scope and manner of such discussions.

7.12. **Schedules.** The Schedules attached to this Agreement as of the date hereof, if any, are not final. Sellers and the Buyer agree to use commercially reasonable efforts to finalize the Schedules by the conclusion of the Auction. Until such time, either Sellers or the Buyer may terminate this Agreement if it does not accept the Schedules. After such time, Sellers may not amend the Schedules unless the Buyer consents in writing.

7.13. **Non-Competition; Non-Solicitation** For one (1) year after the Closing, without the consent of the Buyer, Sellers shall not, and Sellers shall not permit any of their current or future affiliates to, directly or indirectly, own any interest in, manage, control, participate in (whether as an owner, operator, manager, consultant, officer, director, employee, investor, agent, representative or otherwise), consult with, render services for or otherwise engage in any business or entity that competes with the Business within the United States; provided, notwithstanding anything herein to the contrary and for the avoidance of doubt, nothing herein is intended to nor shall it be deemed to impair or restrict Sellers, from and after the Closing, from effectuating the wind-down of their estates in the Bankruptcy Cases and performing their obligations under the Plan and the Confirmation Order. Notwithstanding the foregoing, Sellers and their affiliates may own, directly or indirectly, in the aggregate one percent (1%) or less of the combined voting power

of a publicly-traded entity that competes with the Business so long as neither Sellers nor any of their current or future affiliates has any active participation in the business of such entity.

(b) For one (1) year after the Closing, without the prior written consent of the Buyer, Sellers shall not, and Sellers shall not permit any of their affiliates to, directly or indirectly, hire or solicit any Newly-Hired Employees or other employees of the Buyer or any of its current or future affiliates, or encourage any such employee to leave such employment or hire any such employee who has left such employment, except pursuant to a general solicitation that is not directed specifically to any such employees.

(c) Sellers acknowledge that a breach or threatened breach of this Section 7.13 would give rise to irreparable harm to the Buyer, for which monetary damages would not be an adequate remedy, and hereby agrees that if it breaches or threatens to breach any such obligations, the Buyer will, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond or other security and without having to demonstrate irreparable harm).

(d) Sellers acknowledge that the restrictions contained in this Section 7.13 are reasonable and necessary to protect the legitimate interests of the Buyer and constitute a material inducement to the Buyer to enter into this Agreement and complete the Contemplated Transactions. If any covenant contained in this Section 7.13 is adjudicated to exceed the time, geographic, product or service or other limitations permitted by applicable Law in any jurisdiction, then any court of competent jurisdiction is expressly empowered to reform such covenant, and such covenant will be deemed reformed, in that jurisdiction to the maximum time, geographic, product or service or other limitations permitted by applicable Law. Each covenant contained in this Section 7.13 and each provision of this Section 7.13 is a severable and distinct covenant or provision, as applicable. The invalidity or unenforceability of any covenant or provision in this Section 7.13 as written will not invalidate or render unenforceable the remaining covenants or provisions of this Section 7.13, and any such invalidity or unenforceability in any jurisdiction will not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

## **ARTICLE 8** **CONDITIONS TO SELLERS' OBLIGATIONS**

The obligation of Sellers to consummate the Contemplated Transactions is subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions; provided, the conditions set forth in Section 8.1, Section 8.2 and Section 8.5 may be waived (in whole or in part) by Sellers in accordance with Section 10.6 hereof:

8.1. **Representation and Warranties of Buyer.** The representations and warranties of the Buyer contained in Article 6 of this Agreement shall be true and correct at Closing, in all material respects.

8.2. **Covenants of Buyer.** The covenants of the Buyer contained in Article 7 of this Agreement required to be performed or complied with prior to the Closing shall have been performed and complied with prior to the Closing, in all material respects.

8.3. **Entry of Orders.** The Sale Approval Order, in form and substance acceptable to Sellers, shall have been entered by the Bankruptcy Court and no court of competent jurisdiction shall have entered an order staying such order pending appeal.

8.4. **Payment.** The Buyer shall deliver the Cash Payment to Sellers in accordance with Section 3.1.

8.5. **Ancillary Agreements.** The Buyer shall execute and deliver, or cause to be executed and delivered, to Sellers at the Closing all of the Ancillary Agreements to which the Buyer is a party, and all such Ancillary Agreements shall be in form and substance acceptable to Sellers.

## **ARTICLE 9** **CONDITIONS TO THE BUYER'S OBLIGATIONS**

The obligations of the Buyer to purchase the Acquired Assets, to assume the Assumed Liabilities and to consummate the Contemplated Transactions are subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, any of which may be waived (in whole or in part) by the Buyer in accordance with Section 10.5 hereof:

9.1. **Representation and Warranties.** The representations and warranties of Sellers contained in Article 5 of this Agreement, individually and in the aggregate, shall be true and correct at Closing, in all material respects, except for those qualified by materiality, which shall be true and correct.

9.2. **Covenants of Seller.** The covenants of Sellers contained in this Agreement required to be performed or complied with prior to the Closing shall have been performed and complied with prior to the Closing, in all material respects.

9.3. **Approvals.** All required approvals, as set forth on Schedule 5.4 shall have been received.

9.4. **No Material Adverse Effect.** Since November 4, 2016, no event or events shall have occurred which has or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

9.5. **Key Agreements.** (a) The Buyer and AT&T shall have entered into and executed an amendment to the AT&T Contract that provides for (i) AT&T's waiver of all Cure Amounts related to the AT&T Contract and (ii) such other terms and conditions acceptable to Buyer and AT&T, and (b) the Buyer shall have entered into agreements with such other key parties (as determined during the due diligence process and as identified on Schedule 9.5, which Schedule shall be acceptable to the Buyer) on terms and conditions acceptable to the Buyer.

9.6. **[Reserved]**.

9.7. **[Reserved]**.

9.8. **Entry of Sale Approval Order**. No later than November 8, 2016, the Sale Approval Order, in form and substance reasonably acceptable to the Buyer, shall have been entered by the Bankruptcy Court.

9.9. **Specific Requirements for Sale Approval Order**. Notwithstanding any provision of this Agreement, the Sale Approval Order shall have, without limitation, (i) approved the sale of the Acquired Assets to the Buyer on the terms and conditions set forth in this Agreement and authorized Sellers to proceed with the Contemplated Transactions; (ii) contained specific findings that the Buyer is a “good faith purchaser” of the Acquired Assets for purposes of section 363(m) of the Bankruptcy Code and that there have been no agreements between the Buyer and any other Person regarding the Acquired Assets within the ambit of section 363(n) of the Bankruptcy Code; (iii) provided that the sale of the Acquired Assets to the Buyer shall be free and clear of all Encumbrances except for Permitted Encumbrances; (iv) provided that, except for the Assumed Liabilities provided in this Agreement, the Buyer shall not assume any Liabilities of any Seller or relating to the Business; and (v) provided for the assumption by Sellers and assignment to the Buyer of the Assumed Contracts, with the Cure Amounts to be paid in accordance with Section 2.5(b).

9.10. **Final Order/No Stay**. No court of competent jurisdiction shall have entered an order staying the Sale Approval Order pending appeal and there shall be no Challenge to the finding that the Buyer is a “good faith purchaser” for purposes of section 363(m) of the Bankruptcy Code.

9.11. **[Reserved]**.

9.12. **Instruments of Conveyance**. Sellers shall have executed and delivered to the Buyer at the Closing in recordable form (where applicable) all of the documents provided for in Section 4.2(a) hereof.

9.13. **Consent to Assumed Contracts**. Sellers shall have delivered to the Buyer all necessary consents with respect to the transfer of the Assumed Contracts and the Bankruptcy Court shall have entered an Order permitting the assumption and assignment of such Assumed Contracts.

9.14. **Title to Acquired Assets**. Pursuant to the Sale Approval Order, Sellers shall have transferred good title to all of the Acquired Assets free and clear of any Encumbrances other than (i) Permitted Encumbrances; and (ii) interests pursuant to Assumed Contracts (including equipment lessor interests, if any).

9.15. **Employment Agreements**. The Buyer shall have entered into employment agreements with certain of the Newly-Hired Employees on terms and conditions acceptable to the Buyer.

9.16. **Board Approval.** The Board of Directors of the Buyer shall have approved the purchase of the Acquired Assets by the Buyer pursuant to this Agreement.

**ARTICLE 10**  
**MISCELLANEOUS**

10.1. **Termination.**

(a) **Right to Terminate.** In addition to any other rights of termination expressly provided in this Agreement, this Agreement may be terminated prior to the Closing:

- (1) by the mutual written consent of the Buyer and Sellers;
- (2) by the Buyer, (i) upon written notice to Sellers, of a material breach of any covenant or agreement to be performed or complied with by any Seller if such breach would result in the failure of closing conditions to be satisfied, or (ii) upon dismissal of any of the Bankruptcy Cases or conversion of any of the Bankruptcy Cases to one under chapter 7 of the Bankruptcy Code;
- (3) by Sellers, upon written notice to the Buyer, of a material breach of any covenant or agreement to be performed or complied with by the Buyer if such breach would result in the failure of closing conditions to be satisfied;
- (4) by either the Buyer or Sellers if any foreign, federal, state, local or other governmental, administrative or regulatory authority, body, agency, court, tribunal or similar entity (other than the Bankruptcy Court) having competent jurisdiction issues a final and non-appealable order, decree or ruling prohibiting the transaction;
- (5) by either the Buyer or Sellers upon a determination by Sellers or Filip's board of directors to accept an Alternative Bid and where Buyer is not designated as the Back-Up Bidder upon completion of the Auction;
- (6) [Reserved];
- (7) by either the Buyer or the Sellers, if the Bankruptcy Court shall not have entered the Sale Approval Order on or before November 8, 2016; and
- (8) by either the Buyer or the Sellers, if the Closing Date has not occurred on or before November 10, 2016, provided, however, that the Party seeking to terminate shall not be the cause of the delay or be in default of this Agreement.

(b) **Effect of Termination.** In the event of termination of this Agreement pursuant to the terms hereof:

- (1) If such termination is for any reason other than pursuant to Section 10.1(a)(3), the Escrow Deposit shall be returned to the Buyer. For the avoidance of doubt, a termination of this Agreement by Sellers pursuant to Section 7.12 shall not constitute a termination pursuant to Section 10.1(a)(3).

(2) [Reserved].

(3) If Sellers terminate based on a material breach by the Buyer pursuant to Section 10.1(a)(3), the Escrow Deposit shall become non-refundable and shall be retained by Sellers. The Escrow Deposit retained by Sellers is in the nature of liquidated damages and is in lieu of any other payments or cause of action for damages, specific performance or other legal or equitable relief against the Buyer.

(4) The rights and obligations of the Parties hereto under this Agreement shall terminate (other than the provisions of this Article 10) and there shall be no liability of any Party hereto to any other Party hereunder and each Party hereto shall bear its own expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement except as provided herein.

10.2. **Specific Performance.** With respect to any breach prior to the Closing by Sellers of any of Sellers' covenants contained herein, Sellers recognize that if Sellers breach or refuse to perform any such covenant, monetary damages alone would not be adequate to compensate Buyer for its injuries, and Buyer shall therefore be entitled, subject to Bankruptcy Court approval, in lieu of termination under Section 10.1(a)(2)(i), if available, to seek specific performance of the terms of such covenants as its sole and exclusive remedy, and Buyer shall not have any further cause of action for damages or other legal relief against Seller with respect thereto.

10.3. **Assignment; Successors.** Except for an assignment by the Buyer to one or more affiliates prior to Closing, which shall not be subject to the prior written consent of Sellers and not operate to relieve the Buyer from its obligations hereunder, neither this Agreement nor any of the rights or obligations hereunder may be assigned by any Party without the prior written consent of the other Parties to this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective representatives, heirs, legatees, successors and permitted assigns, including, without limitation, any chapter 11 trustee, but not any chapter 7 trustee, appointed in Sellers' bankruptcy case, and no other Person shall have any right, benefit or obligation hereunder.

10.4. **Notices.** All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when received if personally delivered; (b) on the date transmitted if transmitted by facsimile or email, if such transmission is completed at or prior to 5:00 p.m., local time of the recipient Party, and on the next Business Day if such transmission is completed after 5:00 p.m., local time of the recipient Party; (c) the next Business Day after it is sent, if sent for next day delivery to a domestic address by a nationally recognized overnight delivery service (including Federal Express); and (d) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to:

If to the Buyer:

Smartcom Mobility Solutions Inc.  
2475 Northwinds Pkwy  
Suite 200



Alpharetta, GA 30009  
Attention: Vittorio Epifani  
Telephone No.: +33 6 20 00 34 24  
Email: [victor.epifani@smartcom.com](mailto:victor.epifani@smartcom.com)

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

Norton Rose Fulbright US LLP  
1301 Avenue of the Americas  
New York, NY 10019  
Attention: David A. Rosenzweig  
Telephone No.: (212) 318-3000  
Facsimile No.: (212) 318-3400  
Email: [david.rosenzweig@nortonrosefulbright.com](mailto:david.rosenzweig@nortonrosefulbright.com)

If to Sellers:

Filip Technologies, Inc.  
c/o Ankura Consulting Group, LLC  
747 Third Avenue, 35<sup>th</sup> Floor  
New York, NY 10017  
Attention: Roy Messing  
Telephone No.: (212) 818-1555  
Facsimile No.: (212) 818-1551  
Email: [roy.messing@ankuraconsultinggroup.com](mailto:roy.messing@ankuraconsultinggroup.com)

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

Moore & Van Allen PLLC  
100 North Tryon Street  
Suite 4700  
Charlotte, North Carolina 28202-4003  
Attention: Zachary H. Smith  
Telephone No.: (704) 331-1046  
Facsimile No.: (704) 378-1909  
Email: [zacharysmith@mvalaw.com](mailto:zacharysmith@mvalaw.com)

or to such other place and with such other copies as a Party may designate as to itself by written notice to the others.

10.5. **Choice of Law; Jurisdiction.** This Agreement shall be construed and interpreted, and the rights of the Parties determined in accordance with, the laws of the State of Delaware (without regard to its conflicts of laws principles) and the Bankruptcy Code. Each Party irrevocably consents to the service of any and all process in any action or proceeding arising out of or relating to this Agreement by the transmitting of copies of such process to each Party at its address specified in Section 10.4 in a manner provided for in Section 10.4. The Parties hereto

irrevocably submit to the exclusive jurisdiction of the Bankruptcy Court (or any court exercising appellate jurisdiction over the Bankruptcy Court) over any dispute arising out of or relating to this Agreement and any other agreement or instrument contemplated hereby or entered into in connection herewith, or any of the transactions contemplated hereby or thereby and any such dispute shall be deemed to have arisen in the State of Delaware. Each Party hereby irrevocably agrees that all claims in respect of such dispute or proceeding may be heard and determined in such courts. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum in connection therewith.

10.6. **Entire Agreement; Amendments and Waivers.** This Agreement, together with the Ancillary Agreements and all Exhibits and Schedules hereto and thereto, constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by or on behalf of the Party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

10.7. **Construction.** The headings and captions of the various Articles and Sections of this Agreement have been inserted solely for purposes of convenience, are not part of this Agreement, and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement. All Exhibits and Schedules attached are made a part hereof. All terms defined herein shall have the same meaning in the Exhibits and Schedules, except as otherwise provided therein. All references in this Agreement to an Article, section or clause is deemed to refer to an Article, section or clause of this Agreement, unless the context clearly indicates otherwise. The terms “hereby”, “hereof”, “hereto”, “hereunder” and any similar terms as used in this Agreement, refer to this Agreement in its entirety and not only to the particular portion of this Agreement where the term is used. Whenever in this Agreement provision is made for the payment of attorneys’ fees, such provision shall be deemed to mean reasonable attorneys’ fees and paralegals’ fees. The term “including” when used herein shall mean “including, without limitation.” Wherever in this Agreement the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. All references in this Agreement to “\$”, “Dollars” or “US\$” refer to currency of the United States of America.

10.8. **No Third Party Beneficiaries.** No Person other than the Parties hereto shall have any rights or claims hereunder.

10.9. **No Waiver.** The failure of any Party hereto to seek redress for any breach, or to insist upon the strict performance, of any covenant or condition of this Agreement by the other Parties shall not be, or be deemed to be, a waiver of the breach or failure to perform nor prevent a subsequent act or omission in violation of, or not strictly complying with, the terms hereof from constituting a default hereunder.

10.10. **Multiple Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and it may be executed by facsimile.

10.11. **Invalidity.** In the event that any one or more of the provisions, or any portion thereof, contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision shall remain valid and enforceable to the maximum extent permitted by law. Such invalidity, illegality or unenforceability shall not affect any other provision, or any portion thereof, of this Agreement or any other such instrument.

10.12. **Publicity.** Each Party shall consult with the other Parties prior to issuing any press release or otherwise making any public statements with respect to the Contemplated Transactions, and no Party shall issue any such press release or make any such public statements or comments relating to these transactions without the prior written consent of the other Parties (which consent shall not be unreasonably withheld), except as may be required by applicable Law.

10.13. **Remedies.** All rights and remedies of any Party hereto are cumulative of each other and of every other right or remedy such Party may otherwise have at law or in equity, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies, including the right to specific performance of the terms hereof. Sellers and the Buyer hereby acknowledge and agree that money damages may not be an adequate remedy for any breach or threatened breach of any of the provisions of this Agreement and that, in such event, Sellers or their successors or assigns, or the Buyer or its successors or assigns, as the case may be, shall, in addition to any other rights and remedies existing in their favor, be entitled to petition any court of competent jurisdiction for specific performance, injunctive and/or other relief in order to enforce or prevent any violations of this Agreement.

10.14. **Representation by Counsel; Mutual Negotiation.** Each Party has been represented by counsel of its choice in negotiating this Agreement and the Ancillary Agreements. This Agreement and the Ancillary Agreements shall therefore be deemed to have been negotiated and prepared at the joint request, direction and construction of the Parties, at arm's length with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any Party.

10.15. **No Survival of Representations and Warranties.** The Parties hereby acknowledge and agree that the representations and warranties contained in Article 5 and Article 6 shall not survive after the Closing.

10.16. **Time.** Time is of the essence of this Agreement.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed under seal all as of the day and year first above written.

FILIP TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FILIP TECHNOLOGIES UK LTD

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EVADO FILIP AS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EVADO FILIP LIMITED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EVADO FILIP US LTD.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SMARTCOM MOBILITY SOLUTIONS INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Schedule 1.1(a)

**TRANSFERRED INTELLECTUAL PROPERTY AND TRANSFERRED SOFTWARE**(i) **Transferred Intellectual Property**U.S. Patents:

<b>Country</b>	<b>Title</b>	<b>Appl. No./ Patent No.</b>	<b>Filing Date/ Grant Date</b>	<b>Status and Next Deadline</b>	<b>Current Record Owner</b>
US	Band For A Wearable Device	14/522,237	10/23/2014	*Pending *Office Action mailed 05/09/2016. *Non-extendable deadline to respond is 11/9/2016 *No Assignment recorded *Filip intends to allow this application to abandon	Filip Technologies, Inc.
US	System and Method for Sound Level Monitoring at the Location of a Monitored Person	14/103,225	12/11/2013	*Notice of Appeal filed 8/18/2016. *Next deadline for filing Appeal Brief is 11/18/2016. *Final deadline for filing Appeal Brief is 3/18/2017.	Filip Technologies UK Ltd.
US	Antenna For A Wearable Device	14/011,352 9,293,810	08/27/2013 03/22/2016	*Issued. *4 yr maintenance fee first due 3/22/19.	Filip Technologies UK Ltd.
US	Wearable Device and Band	29/455,636 D717,678	05/22/2013 11/18/2014	*Issued. *Expires 11/18/2028 *No action needed	Filip Technologies UK Ltd.
US	Wearable Device and Band	29/491,830 D730,209	05/25/2014 05/26/2015	*Issued. *Expires 3/26/2029 *No action needed	Filip Technologies, Inc.
US	Band for Wearable Device	29/491,831 D729,080	05/25/2014 05/12/2015	*Issued. *Expires 5/12/2029 *No action needed	Filip Technologies, Inc.
US	Band for Wearable Device	29/455,639 D717,679	05/22/2013 11/18/2014	*Issued. *Expires 11/18/2028 *No action needed	Filip Technologies UK Ltd.
US	Band Extension	29/491,832 D744,892	05/26/2014 12/08/2015	*Issued. *Expires 12/8/2029 *No action needed	Filip Technologies, Inc.
US	Location Tracking System	14/758,993	07/02/2015	*Pending – Awaiting first Office Action *Certificate of Name Change filed 10/27/2016	Filip Technologies UK Ltd.
US	Location Tracking System	14/759,046	07/02/2015	*Notice of Allowance received 7/25/2016.	Filip Technologies UK Ltd.

<u>Country</u>	<u>Title</u>	<u>Appl. No./ Patent No.</u>	<u>Filing Date/ Grant Date</u>	<u>Status and Next Deadline</u>	<u>Current Record Owner</u>
				*Inventor Declarations and a single Substitute Statement were filed 10/25/2016 *Recorded Assignment from Inventors to Evado Filip Holding Ltd *Certificate of Name Change filed 10/27/2016 *Issue Fee paid and verified 10/25/2016	
US	Location Tracking Device	29/441,424 D693,248	01/04/2013 11/12/2013	*Issued. *Expires 11/12/2027 *Certificate of Name Change filed 10/27/2016 *No action needed	Filip Technologies UK Ltd.
US	Location Tracking Device and Clip	29/441,429 D692,784	01/04/2013 11/05/2013	*Issued. *Expires 11/5/2027 *Certificate of Name Change filed 10/27/2016 *No action needed	Filip Technologies UK Ltd.
US	Location Tracking Device and Connector Port	29/441,441 D693,249	01/04/2013 11/12/2013	*Issued. *Expires 12/12/2027 *Certificate of Name Change filed 10/27/2016 *No action needed	Filip Technologies UK Ltd.
US	Electrical Connector	29/441,445 D733,656	01/04/2013 07/07/2015	*Issued. *Expires 7/7/2029 *Certificate of Name Change filed 10/27/2016 *No action needed	Filip Technologies UK Ltd.
US	Location Tracking Device and Band	29/441,450 D693,251	01/04/2013 11/12/2013	*Issued. *Expires 11/12/2027 *Certificate of Name Change filed 10/27/2016 *No action needed	Filip Technologies UK Ltd.
US	Location Tracking Device and Clip	29/441,456 D693,250	01/04/2013 11/12/2013	*Issued. *Expires 11/12/2027 *Certificate of Name Change filed 10/27/2016 *No action needed	Filip Technologies UK Ltd.

Foreign Patents:

<u>Country</u>	<u>Title</u>	<u>Appl. No./ Patent No.</u>	<u>Filing Date/ Grant Date</u>	<u>Status and Next Deadline</u>	<u>Current Record Owner</u>
WO	Band for a Wearable Device	PCT/US15/057087	10/23/2015	*Expires 4/23/2017 *Assignment not recorded	Filip Technologies, Inc.
WO	Band Support Structure for a Wearable Device	PCT/US15/048296	09/03/2015	*Expires 3/5/2017	Filip Technologies, Inc.
EP	Location Tracking System	EP2941907	01/04/2013	*Received an EPO Examination 07/05/2016. *Obtained extension of time to respond to Office Action. Final due date for responding is 01/05/2017 *Instructed European associate on 10/20/2016 to record Assignment from parent PCT application, and record the Certificate of Name Change in the European application	Filip Technologies UK Ltd.
EP	Antenna for a Wearable Device	EP2941859	01/04/2013	*This application has been withdrawn	Filip Technologies UK Ltd.
CA	Wearable Device and Band	154092	10/01/2014	*Issued (Design)	Filip Technologies UK Ltd.
CA	Band for Wearable Device	154093	10/01/2014	*Issued (Design)	Filip Technologies UK Ltd.
EP	Wearable Device and Band	002350520-0001	01/28/2014	*Issued (Design)	Filip Technologies UK Ltd.
EP	Band for Wearable Device	002350785-0001	11/22/2013	*Issued (Design)	Filip Technologies UK Ltd.
IL	Wearable Device and Band	54809	01/22/2015	*Issued (Design)	Filip Technologies UK Ltd.
IL	Band for Wearable Device	54810	01/22/2015	*Issued (Design)	Filip Technologies UK Ltd.



<b>Country</b>	<b>Title</b>	<b>Appl. No./ Patent No.</b>	<b>Filing Date/ Grant Date</b>	<b>Status and Next Deadline</b>	<b>Current Record Owner</b>
JP	Mobile Information Terminal	1503504	06/27/2014	*Issued (Design)	Filip Technologies UK Ltd.
JP	Mobile Information Terminal	1503505	6/27/2014	*Issued (Design)	Filip Technologies UK Ltd.
KR	Wearable Device and Band	30-0791524	04/03/2015	*Issued (Design)	Filip Technologies UK Ltd.
KR	Band for Wearable Device	30-0791525	04/03/2015	*Issued (Design)	Filip Technologies UK Ltd.
BR	Location Tracking Device	302013003120-9	11/25/2014	*Issued (Design) *Certificate of Name Change sent to foreign counsel for filing on 10/27/2016	Evado Filip Holding, Ltd.
CA	Location Tracking Device	151829	02/16/2015	*Issued (Design) *Certificate of Name Change sent to foreign counsel for filing on 10/27/2016	Evado Filip Holding, Ltd.
CA	Location Tracking Device	158949	02/16/2015	*Issued (Design) *Certificate of Name Change sent to foreign counsel for filing on 10/27/2016	Evado Filip Holding, Ltd.
CA	Location Tracking Device	158950	02/16/2015	*Issued (Design) *Certificate of Name Change sent to foreign counsel for filing on 10/27/2016	Evado Filip Holding, Ltd.
EP	Location Tracking Device	001376974-0001	07/02/2013	*Issued (Design) *Certificate of Name Change sent to foreign counsel for filing on 10/28/2016	Evado Filip Holding, Ltd.
EP	Location Tracking Device	001376974-0002	07/02/2013	*Issued (Design) *Certificate of Name Change sent to foreign counsel for filing on 10/28/2016	Evado Filip Holding, Ltd.
IL	Location Tracking Device	54256	07/01/2013	*Issued (Design) *Certificate of Name Change sent to foreign counsel for filing on 10/27/2016	Evado Filip Holding, Ltd.

<b>Country</b>	<b>Title</b>	<b>Appl. No./ Patent No.</b>	<b>Filing Date/ Grant Date</b>	<b>Status and Next Deadline</b>	<b>Current Record Owner</b>
JP	Location Tracking Device	2013-015267	11/07/2014	*Abandoned	Evado Filip Holding, Ltd.
EP	Location Tracking Device and Connector Point	001376974-0004	07/02/2013	*Issued (Design) *Certificate of Name Change sent to foreign counsel for filing on 10/28/2016	Evado Filip Holding, Ltd.
EP	Location Tracking Device and Connector Point	001376974-0005	07/02/2013	*Issued (Design) *Certificate of Name Change sent to foreign counsel for filing on 10/28/2016	Evado Filip Holding, Ltd.
EP	Electrical Connector	001376974-0006	07/02/2013	*Issued (Design) *Certificate of Name Change sent to foreign counsel for filing on 10/28/2016	Evado Filip Holding, Ltd.
EP	Electrical Connector	001376974-0007	07/02/2013	*Issued (Design) *Certificate of Name Change sent to foreign counsel for filing on 10/28/2016	Evado Filip Holding, Ltd.
EP	Location Tracking Device and Band	001376974-0008	07/02/2013	*Issued (Design) *Certificate of Name Change sent to foreign counsel for filing on 10/28/2016	Evado Filip Holding, Ltd.
EP	Band for Wearable Device	002584417-0001	11/25/2014	*Issued (Design)	Filip Technologies UK Ltd.

U.S. Trademarks:

<u>Country</u>	<u>Mark</u>	<u>Appln. No./ Reg. No.</u>	<u>Filing Date/ Reg. Date</u>	<u>Status/Next Deadline</u>	<u>Class</u>	<u>Current Recorded Owner</u>
US	FILIP	86/117751	11/13/2013	Abandoned.	9, 14, 45	Filip Technologies, Inc.
US	<b>FILIP</b> Filip and Design	86/118169	11/13/2013	Abandoned.	9, 14, 45	Filip Technologies, Inc.
US	EVADO FILIP	85/762841 4,582,533	10/24/2012 08/12/2014	Registered/ Affidavit of Use Due 08/12/2020 Renewal Due 08/12/2024	9, 38, 42, 45	Evado Filip AS

Foreign Trademarks:

<u>Country</u>	<u>Mark</u>	<u>Appl. No./ Reg. No.</u>	<u>Filing Date/ Reg. Date</u>	<u>Status/Next Deadline</u>	<u>Class</u>	<u>Current Recorded Owner</u>
ID	EVADO FILIP	J002012063786	12/26/2012	Pending/Next Deadline Unknown	38	Evado Filip AS
ID	EVADO FILIP	J002012063779	12/26/2012	Pending/Next Deadline Unknown	42	Evado Filip AS
ID	EVADO FILIP	D002012063777 IDM000471146	12/26/2012 04/22/2015	Registered/ Renewal Due 12/26/22	09	Evado Filip AS
IN	EVADO FILIP	2416608	10/23/2012	Abandoned	09, 38, 42	Evado Filip AS
KR	EVADO FILIP	4020137010288 4010785150000	10/16/2012 01/01/2015	Registered/ Renewal Due 01/01/2025	9, 37, 38, 41, 42, 45	Evado Filip AS
MX	EVADO FILIP	M1320015 1352779	10/24/2012 03/06/2013	Registered/ Renewal Due 10/24/2022	38	Evado Filip AS
MX	EVADO FILIP	M1320012 1398613	10/24/2012 09/24/2013	Registered/ Renewal Due 10/24/2022	9	Evado Filip AS
MX	EVADO FILIP	M1320016 1405985	10/24/2012 10/23/2013	Registered/ Renewal Due 10/24/2022	42	Evado Filip AS
NO	EVADO	201204346 266972	04/24/2012 09/03/2012	Registered/ Renewal Due 4/24/2022	09, 37, 38, 41, 42, 45	Evado Filip AS
NO	EVADO FILIP	201204348 266974	04/24/2012 09/03/2012	Registered/ Renewal Due 4/24/2022	09, 37, 38, 41, 42, 45	Evado Filip AS
NO	EVADO FILIP and Design  * <b>EVADO FILIP</b>	201204347 266973	04/24/2012 09/03/2012	Registered/ Renewal Due 4/24/2022	09, 37, 38, 41, 42, 45	Evado Filip AS
SG	EVADO FILIP	T1311120Z T1311120Z	10/16/2012  08/05/2015	Registered/ Renewal Due 10/16/2022	09, 38, 41, 42, 45	Evado Filip AS
WO	EVADO	1165628 1165628	10/16/2012 10/16/2012	Registered/ Renewal Due 10/16/2022	09, 37, 38, 41, 42, 45	Evado Filip AS
WO	EVADO FILIP and Design  * <b>EVADO FILIP</b>	1164403 1164403	10/16/2012 10/16/2012	Registered/ Renewal Due 10/16/2022	09, 37, 38, 41, 42, 45	Evado Filip AS
WO	EVADO FILIP	1165629 1165629	10/16/2012 10/16/2012	Registered/ Renewal Due 10/16/2022	09, 37, 38, 41, 42, 45	Evado Filip AS

Domain Names (All Domain Names registered with GoDaddy):

<u>Domain Name</u>	<u>Registrant Name</u>	<u>Expiration</u>
evadofilip.com	Filip Technologies	08/17/2017
filipapp.com	Filip Technologies, Inc.	06/20/2017
filiplocator.com	Filip Technologies, Inc.	10/09/2017
filipphone.com	Filip Technologies, Inc.	10/09/2017
filiptech.com	Filip Technologies, Inc.	06/28/2017
filiptechnologies.com	Filip Technologies, Inc.	06/28/2017
filiptechnology.com	Filip Technologies, Inc.	06/28/2017
getfilip.com	Filip Technologies, Inc.	04/11/2017
myfilip.co	Filip Technologies, Inc.	10/19/2017
myfilip.com	Filip Technologies, Inc.	05/14/2017
myfilipwatch.com	Filip Technologies, Inc.	10/08/2017
mifilip.co	Filip Technologies, Inc.	03/31/2017
mifilip.com	Filip Technologies, Inc.	04/01/2017
mifilip.es	Filip Technologies, Inc.	04/02/2017
myfilip.es	Filip Technologies, Inc.	08/20/2017
filipwatch.com	Filip Technologies, Inc.	09/29/2017
myfilip.co.uk	Filip Technologies, Inc.	06/28/2018

(ii) Transferred Software

All of Sellers' proprietary Software (including current and historical Source Code, and including Software developed for Sellers by third parties), including the following:

- FiLIP Cloud platform
- FiLIP Server-side emergency call platform developed for Sellers by Mera Software Services, Inc.
- FiLIP Support Portal
- FiLIP Mobile Apps (IOS and Android)
- FiLIP Support Application (self service)

Related files including:

Internal Components (as named in Sellers' repository)

- filip-support-view
- ios
- android
- filip-mobile-api
- filip-control-portal
- filip-support-api
- device-api
- huawei-api
- ies
- filip-backend
- filip-gprs

filip-geo-utils  
filip-localizationutils  
filip-bearer  
Postgres SQL: Config and Location databases including their associated stored procedures, triggers etc.

Custom development tools/environment

AWS deployment materials - Cloud Formation Templates, Configuration scripts, Security config settings, region specific deployment scripts.

(iii) **Seller Data**

User data of existing current and past customers, including:

Name  
Address  
Relations/ friends as configured in system  
Device  
Network data  
SIM card information  
Message data

Service data:

Open and closed call center records of service issues /complaints  
Returns /replacement/ warranty claims

(iv) **Documentation and other Software**

For all Software, Seller Data and Location Services:

architecture documents  
design documents  
development manuals  
test strategy, scripts and results  
test set ups  
configuration, automation, support processes  
release manuals  
deployment scripts  
troubleshooting guides  
AWS deployment materials

For all Acquired Assets and Assumed Contracts: Administrator user names, passwords and other authenticating identifiers and settings (IP address, domain names, aliases, settings, etc.)

Copies of Software licensed to Sellers under the Assumed Contracts

**Schedule 1.1(b)**

**KNOWLEDGE**

Jonathan Peachey

Roy Messing

**Schedule 2.1(a)**

**CERTAIN ACQUIRED ASSETS**

All physical and electronic copies of Seller Software, Seller Data and Documentation.

Sellers' Amazon AWS account(s) and all instances associated therewith.



## Schedule 2.5(a)

## ASSUMED CONTRACTS

Counterparty	Debtor Counterparty	Contract Description	Address	Debtors' Proposed Cure Amount
Amazon (AWS)	Filip Technologies, Inc.	Server maintenance contract	Amazon Web Services, Inc. 410 Terry Ave. North Seattle, Washington 98109-5210	\$84,241.38
Atlassian	Filip Technologies, Inc.	Development tool	1098 Harrison St. San Francisco, CA 94103	\$0.00
AT&T Mobility LLC	Filip Technologies, Inc.	Master Purchase Agreement No. 20130814.035.C dated September 30, 2013 (as amended, restated or otherwise modified to date)	AT&T Mobility 1025 Lenox Park Blvd NE Atlanta, GA 30319	\$495,187.81
BudgetSMS B.V.	Filip Technologies, Inc.	SMS Service	BudgetSMS B.V. Schoonhovenerf 2 5035JL Tilburg Nederland  CoC: 65704207 VAT Number: NL856224480B01	\$0.00
DevLogic DOO	Filip Technologies, Inc./Evado Filip AS	Hardware and Software development engineering services	Connected Development 5020 Weston Parkway, Suite 215 Cary, NC 27513	\$61,654.75

DropBox	Filip Technologies, Inc.	Cloud storage agreement	Dropbox Headquarters 185 Berry St., Ste. 400 San Francisco, CA 94107	\$0.00
Edvina AB	Filip Technologies, Inc.	Emergency Mode Solution Agreement dated September 9, 2013. VOIP servers	Edvina AB Runbovagen 10 19248 Sollentuna, Sweden	\$3,271.10
Github	Filip Technologies, Inc.	Source Code repository agreement	88 Colin P Kelly Jr. St. San Francisco, CA 94107	\$0.00
GoDaddy	Filip Technologies, Inc.	Domains agreement	14455 N. Hayden Rd., Ste 226 Scottsdale, AZ 85260-6947	\$0.00
Hurricane Electric	Filip Technologies, Inc.	VOIP servers agreement Monthly recurring cost of \$150	Hurricane Electric LLC 760 Mission Ct Fremont, CA 94539	\$150.00
Mera	Filip Technologies, Inc.	Software development consulting	MERA Software Services, Inc. 5201 Great America Parkway, Suite 320 Santa Clara, CA 95054	\$0.00
Net2Phone	Filip Technologies, Inc.	VOIP services	Net2phone Inc. 520 Broad St. Newark, NJ 07102	\$0.00
Rackspace	Filip Technologies, Inc.	Emergency Server	Rackspace 1 Fanatical Place City of Windcrest San Antonio, TX 78218	\$0.00
Skyhook Wireless	Filip Technologies, Inc.	Amended and Restated Skyhook Wireless Precision Location License Order dated June 13,	41 Farnsworth St. 3 <sup>rd</sup> Floor Boston, MA 02210	\$9,532.98

		2016. Geolocation services		
Telefonica Digital Espania S.L.U.	Filip Technologies, Inc.	Global Platform Customization Agreement dated July 27, 2015	Distrito Telefonica, West 1 Building Ronda de la Comunicaci3n S/N, 28050 Madrid, Spain	\$0.00
Telefonica Moviles Espania S.A.U.	Filip Technologies, Inc.	Master Service and Supply Agreement dated May 1, 2015	Distrito Telefonica, West 1 Building Ronda de la Comunicaci3n S/N, 28050 Madrid, Spain	\$0.00
TomTom North America	Filip Technologies, Inc.	Hosted LBS License Agreement. Mapping	TomTom North America, Inc. 11 Lafayette St. Lebanon, NH 03766-1445	\$2,868.36
VoicePulse	Filip Technologies, Inc.	SIP Trunk Provider	VoicePulse Inc. 1095 Cranbury South River Rd., #16 Jamesburg, NJ 08831	\$0.00
ZenDesk	Filip Technologies, Inc.	Customer management ticketing tool	1019 Market St. San Francisco, CA 94103	\$0.00
Zoho (Site 24x7)	Filip Technologies, Inc.	Server monitoring system	Zoho Corporation 4141 Hacienda Dr. Pleasanton, CA 94588	\$0.00

In addition, contracts, if any, with the following third parties:

- Alvonda AB
- Google

**Schedule 3.5**

**ALLOCATION SCHEDULE**

**[Filip to provide draft]**

**Schedule 5.4**

**Approval and Consents** Except for entry of the Bidding Procedures Order and the Sale Approval Order and except as set forth on Schedule 5.4 to this Agreement, no material approval, authorization, consent, license, certification or other action by, or filing with, any governmental authority, administrative agency, court or other party is necessary for the Seller's execution and delivery of any of the Seller Documents, the performance of its obligations thereunder or the consummation of the Contemplated Transactions.

*No disclosure.*

**Schedule 5.5**

**Non-Contravention** Except as set forth in Schedule 5.5 to this Agreement, the execution and delivery by Sellers of any of the Seller Documents and the performance of its obligations and the consummation of the Contemplated Transactions, each in accordance with the terms and conditions thereunder and subject to the terms and conditions of the Sale Approval Order, will not cause a breach or violation of or default or event of default under, any provision of (i) the charter or bylaws of any Seller; (ii) any Contract to which any Seller is a party or to which any Seller is bound or any of the Acquired Assets are bound or affected; (iii) any Law of any governmental authority applicable to any Seller or its assets or the Business; or (iv) any decree, order, injunction or other decision of any court, arbitrator, governmental authority or administrative agency with jurisdiction over any Seller or its assets or the Business.

*No disclosure.*

**Schedule 5.7**

**Subsidiaries** Schedule 5.7 to this Agreement sets forth each of the Subsidiaries and each other Person in which the Seller holds an equity interest. For each of such Subsidiaries, Schedule 5.7 sets forth the equity interests owned by the Seller or any of its Subsidiaries or such other Persons, the names of the Persons owning such equity interests and the percentage of the outstanding equity interests so owned.

*As reflected in the Sellers' chapter 11 petitions filed with the Bankruptcy Court and exhibits thereto, the Subsidiaries of Filip Technologies, Inc. are: (i) Filip Technologies UK Ltd (100% owned by Filip Technologies, Inc.); (ii) Evado Filip Limited (Dormant) (100% owned by Filip Technologies UK Ltd); (iii) Evado Filip AS (100% owned by Filip Technologies UK Ltd); and (iv) Evado Filip US Ltd (100% owned by Evado Filip AS).*

### Schedule 5.8

**Litigation** Except for matters pending before the Bankruptcy Court, and except as set forth on Schedule 5.8, there are no actions, suits, claims or legal, administrative or arbitration proceedings pending or, to the Sellers' Knowledge, threatened against, relating to or involving the Sellers.

*Dealigence, Inc. vs. Filip Technologies, Inc., Case No. CPU4-16-002547 (New Castle County Court of Common Pleas, Delaware). Dealigence, Inc. is a vendor that provides certain virtual dataroom and related services. By this action filed after the Petition Date on or about October 12, 2016, Dealigence asserts an unsecured claim against Filip Technologies, Inc. in the amount of \$2,000. Sellers have filed a suggestion of bankruptcy/notice of automatic stay in this action, and dispute and reserve all rights with respect to it.*

*IDEO LP v. Filip Technologies, Inc., Index No. 652013/2016 (New York State Supreme Court). Prior to the Petition Date, IDEO LP provided certain design and consulting services to Filip Technologies, Inc. under that certain Service Agreement, dated January 28, 2014 and change orders executed on March 10, 2014 and May 19, 2014 (the "Agreements"). IDEO LP commenced this action alleging non-payment of certain amounts under the Agreements. IDEO obtained a Judgment against Filip Technologies, Inc. in the amount of \$41,813.55 issued by the Supreme Court of the State of New York, New York County, which was entered in this action in the Office of the Clerk of the Supreme Court, New York County, on or about August 23, 2016.*

*Informal claim asserted by iSense AS against Filip Technologies, Inc. for alleged breach of contract, dated October 14, 2016, in the aggregate amount of \$575,105.75. Prior to the Petition Date, iSense AS and Filip Technologies, Inc. entered into a non-binding letter of intent for the potential launch of the Filip Service in certain European locations. Due to its liquidity circumstances and other factors, prior to the Petition Date, Filip was unable to and did not proceed to finalize definitive documentation with iSense and/or the definitive terms and conditions of any such future launch. As such, by such informal claim, iSense asserts various alleged and unsubstantiated damages on account of the alleged breach of an un-finalized and un-executed contract, and various costs allegedly incurred by iSense on account thereof. Sellers dispute and reserve all rights with respect to such asserted claim.*

*Informal claim asserted by Jennifer Hillgen-Santa for alleged breach of that certain Settlement Agreement and Mutual Release, between Filip Technologies, Inc. and Jennifer M.F. Hillgen-Santa, Michael Hillgen-Santa, and Mr. and Mrs. Hillgen-Santa's only child, dated January 13, 2016 (the "Settlement Agreement"). Prior to the Settlement Agreement, Ms. Hillgen-Santa alleged various damages in excess of \$1 million for alleged trauma caused by the FiLIP watch indicating that her minor child was in two locations at the same time. Pursuant to the Settlement Agreement, FiLIP settled all such claims for a total payment of \$1,500 to Ms. Hillgen-Santa, which was made pursuant to the Settlement Agreement. Also pursuant to the Settlement Agreement, Filip agreed to delete from its active records certain personally identifying information relating to Ms. Hillgen-Santa's minor child and to provide notice of this deletion within a certain time period. Ms. Hillgen-Santa alleged that FiLIP did not timely comply with the notice provision in the Settlement Agreement and demanded an additional \$500 to \$1,000 under the Settlement Agreement, which FiLIP has not agreed to. FiLIP disputes Ms. Hillgen-Santa's allegations.*



**Schedule 5.9(a)**

**Intellectual Property.** For each item of Transferred Intellectual Property, Schedule 5.9(a) sets forth the record owner and (i) for each Patent, the patent number or application serial number for each jurisdiction in which filed, date issued and/or filed and present status thereof; (ii) for each registered Trademark, the application serial number or registration number, by country, province and state, and the class of goods or services covered, the nature of the goods or services, the date issued and/or filed and the present status thereof; (iii) for each domain name, the renewal date and name of registry; (iv) for each Copyright, if applicable, the number and date of each registration or Copyright application by country, province and/or state; (v) for each registered design, the registration number or serial number for each jurisdiction in which filed, date issued and/or filed and present status thereof; (vi) all actual or threatened claims (including reexamination and reissue proceedings) before any court, tribunal or other governmental authority (including the United States Patent and Trademark Office or equivalent authority anywhere in the world) related to any Transferred Intellectual Property; and (vii) any actions that must be taken within ninety (90) days after the date hereof for the purposes of obtaining, maintaining, perfecting, preserving or renewing any Transferred Intellectual Property that is registered or subject to a pending application for registration before any authorized Intellectual Property office, including the payment of any registration, maintenance or renewal fees or the filing of documents, applications or certificates or any responses to office actions.

**(i) Transferred Intellectual Property**U.S. Patents:

<b><u>Country</u></b>	<b><u>Title</u></b>	<b><u>Appl. No./ Patent No.</u></b>	<b><u>Filing Date/ Grant Date</u></b>	<b><u>Status and Next Deadline</u></b>	<b><u>Current Record Owner</u></b>
US	Band For A Wearable Device	14/522,237	10/23/2014	*Pending *Office Action mailed 05/09/2016. *Non-extendable deadline to respond is 11/9/2016 *No Assignment recorded *Filip intends to allow this application to abandon	Filip Technologies, Inc.
US	System and Method for Sound Level Monitoring at the Location of a Monitored Person	14/103,225	12/11/2013	*Notice of Appeal filed 8/18/2016. *Next deadline for filing Appeal Brief is 11/18/2016. *Final deadline for filing Appeal Brief is 3/18/2017.	Filip Technologies UK Ltd.
US	Antenna For A Wearable Device	14/011,352 9,293,810	08/27/2013 03/22/2016	*Issued. *4 yr maintenance fee first due 3/22/19.	Filip Technologies UK Ltd.

<u>Country</u>	<u>Title</u>	<u>Appl. No./ Patent No.</u>	<u>Filing Date/ Grant Date</u>	<u>Status and Next Deadline</u>	<u>Current Record Owner</u>
US	Wearable Device and Band	29/455,636 D717,678	05/22/2013 11/18/2014	*Issued. *Expires 11/18/2028 *No action needed	Filip Technologies UK Ltd.
US	Wearable Device and Band	29/491,830 D730,209	05/25/2014 05/26/2015	*Issued. *Expires 3/26/2029 *No action needed	Filip Technologies, Inc.
US	Band for Wearable Device	29/491,831 D729,080	05/25/2014 05/12/2015	*Issued. *Expires 5/12/2029 *No action needed	Filip Technologies, Inc.
US	Band for Wearable Device	29/455,639 D717,679	05/22/2013 11/18/2014	*Issued. *Expires 11/18/2028 *No action needed	Filip Technologies UK Ltd.
US	Band Extension	29/491,832 D744,892	05/26/2014 12/08/2015	*Issued. *Expires 12/8/2029 *No action needed	Filip Technologies, Inc.
US	Location Tracking System	14/758,993	07/02/2015	*Pending – Awaiting first Office Action *Certificate of Name Change filed 10/27/2016	Filip Technologies UK Ltd.
US	Location Tracking System	14/759,046	07/02/2015	*Notice of Allowance received 7/25/2016. *Inventor Declarations and a single Substitute Statement were filed 10/25/2016 *Recorded Assignment from Inventors to Evado Filip Holding Ltd *Certificate of Name Change filed 10/27/2016 *Issue Fee paid and verified 10/25/2016	Filip Technologies UK Ltd.
US	Location Tracking Device	29/441,424 D693,248	01/04/2013 11/12/2013	*Issued. *Expires 11/12/2027 *Certificate of Name Change filed 10/27/2016 *No action needed	Filip Technologies UK Ltd.
US	Location Tracking Device and Clip	29/441,429 D692,784	01/04/2013 11/05/2013	*Issued. *Expires 11/5/2027 *Certificate of Name Change filed 10/27/2016 *No action needed	Filip Technologies UK Ltd.
US	Location Tracking Device and Connector Port	29/441,441 D693,249	01/04/2013 11/12/2013	*Issued. *Expires 12/12/2027 *Certificate of Name Change filed 10/27/2016 *No action needed	Filip Technologies UK Ltd.
US	Electrical Connector	29/441,445 D733,656	01/04/2013 07/07/2015	*Issued. *Expires 7/7/2029 *Certificate of Name Change filed 10/27/2016 *No action needed	Filip Technologies UK Ltd.

<u>Country</u>	<u>Title</u>	<u>Appl. No./ Patent No.</u>	<u>Filing Date/ Grant Date</u>	<u>Status and Next Deadline</u>	<u>Current Record Owner</u>
US	Location Tracking Device and Band	29/441,450 D693,251	01/04/2013 11/12/2013	*Issued. *Expires 11/12/2027 *Certificate of Name Change filed 10/27/2016 *No action needed	Filip Technologies UK Ltd.
US	Location Tracking Device and Clip	29/441,456 D693,250	01/04/2013 11/12/2013	*Issued. *Expires 11/12/2027 *Certificate of Name Change filed 10/27/2016 *No action needed	Filip Technologies UK Ltd.

Foreign Patents:

<b>Country</b>	<b>Title</b>	<b>Appl. No./ Patent No.</b>	<b>Filing Date/ Grant Date</b>	<b>Status and Next Deadline</b>	<b>Current Record Owner</b>
WO	Band for a Wearable Device	PCT/US15/057087	10/23/2015	*Expires 4/23/2017 *Assignment not recorded	Filip Technologies, Inc.
WO	Band Support Structure for a Wearable Device	PCT/US15/048296	09/03/2015	*Expires 3/5/2017	Filip Technologies, Inc.
EP	Location Tracking System	EP2941907	01/04/2013	*Received an EPO Examination 07/05/2016. *Obtained extension of time to respond to Office Action. Final due date for responding is 01/05/2017 *Instructed European associate on 10/20/2016 to record Assignment from parent PCT application, and record the Certificate of Name Change in the European application	Filip Technologies UK Ltd.
EP	Antenna for a Wearable Device	EP2941859	01/04/2013	*This application has been withdrawn	Filip Technologies UK Ltd.
CA	Wearable Device and Band	154092	10/01/2014	*Issued (Design)	Filip Technologies UK Ltd.
CA	Band for Wearable Device	154093	10/01/2014	*Issued (Design)	Filip Technologies UK Ltd.
EP	Wearable Device and Band	002350520-0001	01/28/2014	*Issued (Design)	Filip Technologies UK Ltd.
EP	Band for Wearable Device	002350785-0001	11/22/2013	*Issued (Design)	Filip Technologies UK Ltd.
IL	Wearable Device and Band	54809	01/22/2015	*Issued (Design)	Filip Technologies UK Ltd.
IL	Band for Wearable Device	54810	01/22/2015	*Issued (Design)	Filip Technologies UK Ltd.

<u>Country</u>	<u>Title</u>	<u>Appl. No./ Patent No.</u>	<u>Filing Date/ Grant Date</u>	<u>Status and Next Deadline</u>	<u>Current Record Owner</u>
JP	Mobile Information Terminal	1503504	06/27/2014	*Issued (Design)	Filip Technologies UK Ltd.
JP	Mobile Information Terminal	1503505	6/27/2014	*Issued (Design)	Filip Technologies UK Ltd.
KR	Wearable Device and Band	30-0791524	04/03/2015	*Issued (Design)	Filip Technologies UK Ltd.
KR	Band for Wearable Device	30-0791525	04/03/2015	*Issued (Design)	Filip Technologies UK Ltd.
BR	Location Tracking Device	302013003120-9	11/25/2014	*Issued (Design) *Certificate of Name Change sent to foreign counsel for filing on 10/27/2016	Evado Filip Holding, Ltd.
CA	Location Tracking Device	151829	02/16/2015	*Issued (Design) *Certificate of Name Change sent to foreign counsel for filing on 10/27/2016	Evado Filip Holding, Ltd.
CA	Location Tracking Device	158949	02/16/2015	*Issued (Design) *Certificate of Name Change sent to foreign counsel for filing on 10/27/2016	Evado Filip Holding, Ltd.
CA	Location Tracking Device	158950	02/16/2015	*Issued (Design) *Certificate of Name Change sent to foreign counsel for filing on 10/27/2016	Evado Filip Holding, Ltd.
EP	Location Tracking Device	001376974-0001	07/02/2013	*Issued (Design) *Certificate of Name Change sent to foreign counsel for filing on 10/28/2016	Evado Filip Holding, Ltd.
EP	Location Tracking Device	001376974-0002	07/02/2013	*Issued (Design) *Certificate of Name Change sent to foreign counsel for filing on 10/28/2016	Evado Filip Holding, Ltd.
IL	Location Tracking Device	54256	07/01/2013	*Issued (Design) *Certificate of Name Change sent to foreign counsel for filing on 10/27/2016	Evado Filip Holding, Ltd.

<u>Country</u>	<u>Title</u>	<u>Appl. No./ Patent No.</u>	<u>Filing Date/ Grant Date</u>	<u>Status and Next Deadline</u>	<u>Current Record Owner</u>
JP	Location Tracking Device	2013-015267	11/07/2014	*Abandoned	Evado Filip Holding, Ltd.
EP	Location Tracking Device and Connector Point	001376974-0004	07/02/2013	*Issued (Design) *Certificate of Name Change sent to foreign counsel for filing on 10/28/2016	Evado Filip Holding, Ltd.
EP	Location Tracking Device and Connector Point	001376974-0005	07/02/2013	*Issued (Design) *Certificate of Name Change sent to foreign counsel for filing on 10/28/2016	Evado Filip Holding, Ltd.
EP	Electrical Connector	001376974-0006	07/02/2013	*Issued (Design) *Certificate of Name Change sent to foreign counsel for filing on 10/28/2016	Evado Filip Holding, Ltd.
EP	Electrical Connector	001376974-0007	07/02/2013	*Issued (Design) *Certificate of Name Change sent to foreign counsel for filing on 10/28/2016	Evado Filip Holding, Ltd.
EP	Location Tracking Device and Band	001376974-0008	07/02/2013	*Issued (Design) *Certificate of Name Change sent to foreign counsel for filing on 10/28/2016	Evado Filip Holding, Ltd.
EP	Band for Wearable Device	002584417-0001	11/25/2014	*Issued (Design)	Filip Technologies UK Ltd.

U.S. Trademarks:

<u>Country</u>	<u>Mark</u>	<u>Appln. No./ Reg. No.</u>	<u>Filing Date/ Reg. Date</u>	<u>Status/Next Deadline</u>	<u>Class</u>	<u>Current Recorded Owner</u>
US	FILIP	86/117751	11/13/2013	Abandoned.	9, 14, 45	Filip Technologies, Inc.
US	<b>FILIP</b> Filip and Design	86/118169	11/13/2013	Abandoned.	9, 14, 45	Filip Technologies, Inc.
US	EVADO FILIP	85/762841 4,582,533	10/24/2012 08/12/2014	Registered/ Affidavit of Use Due 08/12/2020 Renewal Due 08/12/2024	9, 38, 42, 45	Evado Filip AS

Foreign Trademarks:

<u>Country</u>	<u>Mark</u>	<u>Appln. No./ Reg. No.</u>	<u>Filing Date/ Reg. Date</u>	<u>Status/Next Deadline</u>	<u>Class</u>	<u>Current Recorded Owner</u>
ID	EVADO FILIP	J002012063786	12/26/2012	Pending/Next Deadline Unknown	38	Evado Filip AS
ID	EVADO FILIP	J002012063779	12/26/2012	Pending/Next Deadline Unknown	42	Evado Filip AS
ID	EVADO FILIP	D002012063777 IDM000471146	12/26/2012 04/22/2015	Registered/ Renewal Due 12/26/22	09	Evado Filip AS
IN	EVADO FILIP	2416608	10/23/2012	Abandoned	09, 38, 42	Evado Filip AS
KR	EVADO FILIP	4020137010288 4010785150000	10/16/2012 01/01/2015	Registered/ Renewal Due 01/01/2025	9, 37, 38, 41, 42, 45	Evado Filip AS
MX	EVADO FILIP	M1320015 1352779	10/24/2012 03/06/2013	Registered/ Renewal Due 10/24/2022	38	Evado Filip AS
MX	EVADO FILIP	M1320012 1398613	10/24/2012 09/24/2013	Registered/ Renewal Due 10/24/2022	9	Evado Filip AS
MX	EVADO FILIP	M1320016 1405985	10/24/2012 10/23/2013	Registered/ Renewal Due 10/24/2022	42	Evado Filip AS
NO	EVADO	201204346 266972	04/24/2012 09/03/2012	Registered/ Renewal Due 4/24/2022	09, 37, 38, 41, 42, 45	Evado Filip AS
NO	EVADO FILIP	201204348 266974	04/24/2012 09/03/2012	Registered/ Renewal Due 4/24/2022	09, 37, 38, 41, 42, 45	Evado Filip AS
NO	EVADO FILIP and Design  * <b>EVADO FILIP</b>	201204347 266973	04/24/2012 09/03/2012	Registered/ Renewal Due 4/24/2022	09, 37, 38, 41, 42, 45	Evado Filip AS
SG	EVADO FILIP	T1311120Z T1311120Z	10/16/2012  08/05/2015	Registered/ Renewal Due 10/16/2022	09, 38, 41, 42, 45	Evado Filip AS
WO	EVADO	1165628 1165628	10/16/2012 10/16/2012	Registered/ Renewal Due 10/16/2022	09, 37, 38, 41, 42, 45	Evado Filip AS
WO	EVADO FILIP and Design  * <b>EVADO FILIP</b>	1164403 1164403	10/16/2012 10/16/2012	Registered/ Renewal Due 10/16/2022	09, 37, 38, 41, 42, 45	Evado Filip AS
WO	EVADO FILIP	1165629 1165629	10/16/2012 10/16/2012	Registered/ Renewal Due 10/16/2022	09, 37, 38, 41, 42, 45	Evado Filip AS

Copyrights:



None registered or applied for.

Domain Names (All Domain Names registered with GoDaddy):

<b>Domain Name</b>	<b>Registrant Name</b>	<b>Expiration</b>
evadofilip.com	Filip Technologies	08/17/2017
filipapp.com	Filip Technologies, Inc.	06/20/2017
filiplocator.com	Filip Technologies, Inc.	10/09/2017
filipphone.com	Filip Technologies, Inc.	10/09/2017
filiptech.com	Filip Technologies, Inc.	06/28/2017
filiptechnologies.com	Filip Technologies, Inc.	06/28/2017
filiptechnology.com	Filip Technologies, Inc.	06/28/2017
getfilip.com	Filip Technologies, Inc.	04/11/2017
myfilip.co	Filip Technologies, Inc.	10/19/2017
myfilip.com	Filip Technologies, Inc.	05/14/2017
myfilipwatch.com	Filip Technologies, Inc.	10/08/2017
mifilip.co	Filip Technologies, Inc.	03/31/2017
mifilip.com	Filip Technologies, Inc.	04/01/2017
mifilip.es	Filip Technologies, Inc.	04/02/2017
myfilip.es	Filip Technologies, Inc.	08/20/2017
filipwatch.com	Filip Technologies, Inc.	09/29/2017
myfilip.co.uk	Filip Technologies, Inc.	06/28/2018

(ii) **Transferred Software**

All of Sellers' proprietary Software (including current and historical Source Code, and including Software developed for Sellers by third parties), including the following:

- FiLIP Cloud platform
- FiLIP Server-side emergency call platform developed for Sellers by Mera Software Services, Inc.
- FiLIP Support Portal
- FiLIP Mobile Apps (IOS and Android)
- FiLIP Support Application (self service)

Related files including:

Internal Components (as named in Sellers' repository)

- filip-support-view
- ios
- android
- filip-mobile-api
- filip-control-portal
- filip-support-api
- device-api

huawei-api  
ies  
filip-backend  
filip-gprs  
filip-geo-utils  
filip-localizationutils  
filip-bearer  
Postgres SQL: Config and Location databases including their associated stored procedures, triggers etc.

Custom development tools/environment

AWS deployment materials - Cloud Formation Templates, Configuration scripts, Security config settings, region specific deployment scripts.

(iii) **Seller Data**

User data of existing current and past customers, including:

Name  
Address  
Relations/ friends as configured in system  
Device  
Network data  
SIM card information  
Message data

Service data:

Open and closed call center records of service issues /complaints  
Returns /replacement/ warranty claims

(iv) **Documentation and other Software**

For all Software, Seller Data and Location Services:

architecture documents  
design documents  
development manuals  
test strategy, scripts and results  
test set ups  
configuration, automation, support processes  
release manuals  
deployment scripts  
troubleshooting guides  
AWS deployment materials

For all Acquired Assets and Assumed Contracts: Administrator user names,  
passwords and other authenticating identifiers and settings (IP address,  
domain names, aliases, settings, etc.)

Copies of Software licensed to Sellers under the Assumed Contracts

(v) **Actual or threatened claims related to Transferred Intellectual Property**

None as of October 27, 2016.

(vi) **Actions that must be taken within ninety (90) days after the date hereof**

Patents:

- US14/522,237
  - The non-extendable deadline to respond to the Office action mailed 05/09/2016 is 11/09/2016
  - Filip intends to allow this application to abandon
- US14/103,225
  - Next deadline for filing an Appeal Brief is 11/18/2016, but final deadline is 03/18/2017
- EP2941907
  - Response to EPO Examination due 11/05/2016

**Schedule 5.9(b)**

**Intellectual Property.** Except as set forth on Schedule 5.9(b), the Seller has not received any communication from any Person asserting any ownership interest in any Transferred Intellectual Property or Transferred Software or suggesting that any other Person has any claim of legal or beneficial ownership with respect thereto, nor is there any basis for any claim that the Seller does not so own such Transferred Intellectual Property or Transferred Software. The Seller has a valid license to all Licensed Intellectual Property and Licensed Software.

*No disclosure.*

**Schedule 5.9(c)**

**Intellectual Property.** Except as set forth on Schedule 5.9(d), the Seller has no unpaid accrued liabilities for the Seller's rights to practice, incorporate or otherwise use Licensed Intellectual Property and Licensed Software in the manner currently used by the Seller.

*The contract between DevLogic D.O.O. and Evado Filip AS assigns to nominal contract counterparty Evado Filip AS all right, title and interest in the developed Products and Systems. There is a pre-petition amount payable by Filip Technologies, Inc., on behalf of Evado Filip AS, in accordance with historical practice of Filip Technologies, Inc., to DevLogic D.O.O of \$61,654.75.*

**Schedule 5.9(d)**

**Intellectual Property.** Except as set forth on Schedule 5.9(d), the execution and delivery of this Agreement and the consummation of the Contemplated Transactions do not and will not affect, contravene, conflict with, alter or impair the ownership of or rights in the Seller Intellectual Property or the Transferred Software, and the Buyer will not be obligated to pay any royalties or other amounts after Closing to any Person in excess of those payable by the Seller in the absence of this Agreement or the consummation of the Contemplated Transactions.

*No disclosure.*

**Schedule 5.9(f)**

**Intellectual Property.** Except as set forth on Schedule 5.9(f), all Personnel who have contributed to or participated in the conception and development of Transferred Intellectual Property or Transferred Software either (i) have been party to a written “work-for-hire” or similar Contract with the Seller that, in accordance with all Laws, has accorded the Seller full, effective, exclusive and original ownership of all Work Product and all right, title and interest therein, including Intellectual Property rights or (ii) have executed appropriate instruments of assignment in favor of the Seller as assignee that have conveyed to the Seller full, effective and exclusive ownership of all Work Product.

*No disclosure.*

**Schedule 5.9(h)**

**Intellectual Property.** Schedule 5.9(h) sets forth a true, complete and correct list of all Publicly Available Software used in the Transferred Software or otherwise by the Seller, including in the development or testing of Transferred Software, and (i) identifies the open source license applicable thereto, (ii) identifies, where available, a URL at which such Publicly Available Software are available and at which such open source license is identified, (iii) describes the manner in which such Publicly Available Software were or are used, (iv) states whether (and, if so, how) such Publicly Available Software were modified by or for the Seller, (v) states whether such Publicly Available Software were distributed by or for the Seller, (vi) states whether such Publicly Available Software were used, offered or made available on a hosted or similar basis by or for the Seller and (vii) describes how such Publicly Available Software are integrated with or interact with the Transferred Software.

**Filip Software and open source modules** Device API:

<b><u>Module Name</u></b>	<b><u>Software Version</u></b>	<b><u>Purpose</u></b>	<b><u>Source Code or Binary Link</u></b>	<b><u>Type of License</u></b>	<b><u>URL to Software</u></b>
async	0.9.0	asynchronous operations	Source Code	MIT	<a href="https://www.npmjs.com/package/async">https://www.npmjs.com/package/async</a>
aws-sdk	2.3.16	AWS JavaScript library	Source Code	Apache 2.0	<a href="https://aws.amazon.com/sdk-for-node-js/">https://aws.amazon.com/sdk-for-node-js/</a>
bluebird	2.9.34	promise library for asynchronous programming	Source Code	MIT	<a href="http://bluebirdjs.com/docs/getting-started.html">http://bluebirdjs.com/docs/getting-started.html</a>
body-parser	1.3.1	request parsing	Source Code	MIT	<a href="https://www.npmjs.com/package/body-parser">https://www.npmjs.com/package/body-parser</a>
console-stamp	0.1.16	better console logging	Source Code	MIT	<a href="https://github.com/starak/node-console-stamp">https://github.com/starak/node-console-stamp</a>
express	4.12.3	main app framework	Source Code	MIT	<a href="https://www.npmjs.com/package/express">https://www.npmjs.com/package/express</a>
i18n	0.5.0	internationalization support	Source Code	MIT	<a href="https://www.npmjs.com/package/i18n">https://www.npmjs.com/package/i18n</a>
jimp	0.2.21	image processing	Source Code	MIT	<a href="https://www.npmjs.com/package/jimp">https://www.npmjs.com/package/jimp</a>
lodash	3.7.0	utility library	Source Code	MIT	<a href="https://www.npmjs.com/package/lodash">https://www.npmjs.com/package/lodash</a>
moment	2.10.2	time utility	Source Code	MIT	<a href="https://www.npmjs.com/package/moment">https://www.npmjs.com/package/moment</a>
moment-timezone	0.4.0	moment extension with better timezone support	Source Code	MIT	<a href="http://momentjs.com/">http://momentjs.com/</a>
morgan	1.5.2	logging	Source Code	MIT	<a href="https://www.npmjs.com/package/morgan">https://www.npmjs.com/package/morgan</a>



<u>Module Name</u>	<u>Software Version</u>	<u>Purpose</u>	<u>Source Code or Binary Link</u>	<u>Type of License</u>	<u>URL to Software</u>
oauth2-server	2.4.1	OAuth2 server/provider	Source Code	MIT	<a href="https://www.npmjs.com/package/node-oauth2-server">https://www.npmjs.com/package/node-oauth2-server</a>
pg	4.3.0	postgres client	Source Code	MIT	<a href="https://www.npmjs.com/package/pg">https://www.npmjs.com/package/pg</a>
pg-hstore	2.3.2	serializing json data	Source Code	MIT	<a href="https://www.npmjs.com/package/pg-hstore">https://www.npmjs.com/package/pg-hstore</a>
pg-native	1.8.1	postgres native bindings	Source Code	MIT	<a href="https://github.com/brianc/node-pg-native">https://github.com/brianc/node-pg-native</a>
pm2	0.12.12	node process manager	Source Code	AGPL 3.0	<a href="http://pm2.keymetrics.io/">http://pm2.keymetrics.io/</a>
pmx	0.3.9	metrics library for interfacing with keymetrics	Source Code	MIT	<a href="https://www.npmjs.com/package/pmx">https://www.npmjs.com/package/pmx</a>
q	1.3.0	promise library for asynchronous programming	Source Code	MIT	<a href="https://github.com/krisKowal/q">https://github.com/krisKowal/q</a>
sequelize	3.6.0	DB ORM	Source Code	MIT	<a href="https://www.npmjs.com/package/sequelize">https://www.npmjs.com/package/sequelize</a>
chai	2.3.0	testing assertion library	Source Code	MIT	<a href="http://chaijs.com/">http://chaijs.com/</a>
expect.js	0.3.1	testing assertion library	Source Code	MIT	<a href="https://github.com/Automattic/expect.js">https://github.com/Automattic/expect.js</a>
mocha	2.2.4	test framework	Source Code	MIT	<a href="https://mochajs.org/">https://mochajs.org/</a>
mocha-bamboo-reporter	1.1.1	reporter for integration atlassian bamboo	Source Code	Apache 2.0	<a href="https://github.com/issacg/mocha-bamboo-reporter">https://github.com/issacg/mocha-bamboo-reporter</a>
nodemon	1.0.15	monitor script for use in development	Source Code	MIT	<a href="https://github.com/remy/nodemon/">https://github.com/remy/nodemon/</a>
rewire	2.3.3	dependency injection for unit testing	Source Code	MT	<a href="https://github.com/jhnns/rewire">https://github.com/jhnns/rewire</a>
sinon	1.14.1	testing library provides spies, stubs, and mocks	Source Code	BSD	<a href="http://sinonjs.org/">http://sinonjs.org/</a>
sinon-chai	2.7.0	sinon intergration with chai	Source Code	Dual licensed under DWTFPL and BSD	<a href="https://github.com/domenic/sinon-chai">https://github.com/domenic/sinon-chai</a>
supertest	0.15.0	http testing	Source Code	MIT	<a href="https://www.npmjs.com/package/supertest">https://www.npmjs.com/package/supertest</a>

<u>Module Name</u>	<u>Software Version</u>	<u>Purpose</u>	<u>Source Code or Binary Link</u>	<u>Type of License</u>	<u>URL to Software</u>
chai-as-promised	5.1.0	chai assertion for promises	Source Code	DWTFPL	<a href="https://github.com/domenic/chai-as-promised">https://github.com/domenic/chai-as-promised</a>
jshint	2.8.0	source analysis tool	Source Code	MIT/JS ON	<a href="https://github.com/jshint/jshint">https://github.com/jshint/jshint</a>

**Mobile API:**

<u>Module Name</u>	<u>Software Version</u>	<u>Purpose</u>	<u>Source Code or Binary Link</u>	<u>Type of License</u>	<u>URL to Software</u>
aes-js	0.2.0	encryption	Source Code	MIT	<a href="https://www.npmjs.com/package/aes-js">https://www.npmjs.com/package/aes-js</a>
apidoc	0.16.1	web api documentation generator	Source Code	MIT	<a href="http://apidocjs.com/">http://apidocjs.com/</a>
async	1.4.2	asynchronous operations	Source Code	MIT	<a href="https://www.npmjs.com/package/async">https://www.npmjs.com/package/async</a>
basic-auth	1.0.4	basic authentication library	Source Code	MIT	<a href="https://github.com/jshhttp/basic-auth">https://github.com/jshhttp/basic-auth</a>
body-parser	1.0.0	request parsing	Source Code	MIT	<a href="https://www.npmjs.com/package/body-parser">https://www.npmjs.com/package/body-parser</a>
chai	3.2.0	testing assertion library	Source Code	MIT	<a href="http://chaijs.com/">http://chaijs.com/</a>
cookie-parser	1.0.1	parsing cookies	Source Code	MIT	<a href="https://www.npmjs.com/package/cookie-parser">https://www.npmjs.com/package/cookie-parser</a>
debug	0.7.4	debugging utility	Source Code	MIT	<a href="https://www.npmjs.com/package/debug">https://www.npmjs.com/package/debug</a>
express	4.2.0	main app framework	Source Code	MIT	<a href="https://www.npmjs.com/package/express">https://www.npmjs.com/package/express</a>
ftps	0.3.0	lftp wrapper	Source Code	MIT	<a href="https://www.npmjs.com/package/ftps">https://www.npmjs.com/package/ftps</a>
geolib	2.0.18	provides basic geospatial operations	Source Code	MIT	<a href="https://github.com/manuelbieh/Geolib">https://github.com/manuelbieh/Geolib</a>
helmet	0.6.0	security for express	Source Code	MIT	<a href="https://www.npmjs.com/package/helmet">https://www.npmjs.com/package/helmet</a>
jade	1.3.0	templating	Source Code	MIT	<a href="https://www.npmjs.com/package/jade">https://www.npmjs.com/package/jade</a>
jimp	0.2.21	image processing	Source Code	MIT	<a href="https://github.com/oliver-moran/jimp">https://github.com/oliver-moran/jimp</a>
lodash	3.10.1	utility library	Source Code	MIT	<a href="https://www.npmjs.com/package/lodash">https://www.npmjs.com/package/lodash</a>
mailchimp-api	2.0.7	mailchimp integration	Source Code	Custom - free use	<a href="https://bitbucket.org/mailchimp/mailchimp-api-node">https://bitbucket.org/mailchimp/mailchimp-api-node</a>

<u>Module Name</u>	<u>Software Version</u>	<u>Purpose</u>	<u>Source Code or Binary Link</u>	<u>Type of License</u>	<u>URL to Software</u>
markdown-preview	0.3.3	markdown preview for generating emails	Source Code	MIT	<a href="https://github.com/yuanchuan/markdown-preview">https://github.com/yuanchuan/markdown-preview</a>
mobile-agent	0.0.8	mobile browser detection helper	Source Code	No license info	<a href="https://www.npmjs.com/package/mobile-agent">https://www.npmjs.com/package/mobile-agent</a>
mocha	2.2.5	test framework	Source Code	MIT	<a href="https://mochajs.org/">https://mochajs.org/</a>
moment	2.11.2	time utility	Source Code	MIT	<a href="https://www.npmjs.com/package/moment">https://www.npmjs.com/package/moment</a>
morgan	1.0.0	logging	Source Code	MIT	<a href="https://www.npmjs.com/package/morgan">https://www.npmjs.com/package/morgan</a>
node-cryptojs-aes	0.4.0	cryptographics	Source Code	MIT	<a href="https://www.npmjs.com/package/node-cryptojs-aes">https://www.npmjs.com/package/node-cryptojs-aes</a>
node-cryptostream	0.0.1	Duplex stream implementation of Crypto	Source Code	No license	<a href="https://www.npmjs.com/package/node-cryptostream">https://www.npmjs.com/package/node-cryptostream</a>
node-forge	0.6.38	crypto library	Source Code	GPL or BSD	<a href="https://github.com/digitalbazaar/forge">https://github.com/digitalbazaar/forge</a>
pg	4.4.1	postgres client	Source Code	MIT	<a href="https://www.npmjs.com/package/pg">https://www.npmjs.com/package/pg</a>
randomstring	1.1.0	generation of random tokens	Source Code	MIT	<a href="https://github.com/klughammer/node-randomstring">https://github.com/klughammer/node-randomstring</a>
redis	2.4.2	redis client lib	Source Code	MIT	<a href="https://www.npmjs.com/package/redis">https://www.npmjs.com/package/redis</a>
request	2.62.0	http request client	Source Code	Apache 2.0	<a href="https://www.npmjs.com/package/request">https://www.npmjs.com/package/request</a>
response-time	2.3.1	express middleware for capture web request times	Source Code	MIT	<a href="https://github.com/expressjs/response-time">https://github.com/expressjs/response-time</a>
static-favicon	1.0.0	favicon serving middleware	Source Code	MIT	<a href="https://www.npmjs.com/package/static-favicon">https://www.npmjs.com/package/static-favicon</a>
validator	4.8.0	String validation lib	Source Code	MIT	<a href="https://www.npmjs.com/package/validator">https://www.npmjs.com/package/validator</a>
xml2js	0.4.16	XML to JavaScript Object Converter	Source Code	MIT	<a href="https://github.com/Leonidas-from-XIV/node-xml2js">https://github.com/Leonidas-from-XIV/node-xml2js</a>
grunt	1.0.1	task runner	Source Code	Custom - free use	<a href="https://github.com/gruntjs/grunt">https://github.com/gruntjs/grunt</a>
grunt-apidoc	0.11.0	grunt extension for generating api documentation	Source Code	MIT	<a href="https://github.com/apidoc/grunt-apidoc">https://github.com/apidoc/grunt-apidoc</a>

Filip Backend:

<u>Module Name</u>	<u>Software Version</u>	<u>Purpose</u>	<u>Source Code or Binary Link</u>	<u>Type of License</u>	<u>URL to Software</u>
async	0.9.0	asynchronous operations	Source Code	MIT	<a href="https://www.npmjs.com/package/async">https://www.npmjs.com/package/async</a>
csv-string	2.2.3	csv parser	Source Code	MIT	<a href="https://github.com/Inist-CNRS/node-csv-string">https://github.com/Inist-CNRS/node-csv-string</a>
apn	1.6.2	apple push notification interface	Source Code	MIT	<a href="https://github.com/argon/node-apn">https://github.com/argon/node-apn</a>
daemon	1.1.0	running node scripts as a daemon process	Source Code	MIT	<a href="https://github.com/indexzero/daemon.node">https://github.com/indexzero/daemon.node</a>
lodash	3.10.1	utility library	Source Code	MIT	<a href="https://www.npmjs.com/package/lodash">https://www.npmjs.com/package/lodash</a>
ftp	0.3.10	ftp utility library	Source Code		
init	0.1.2	Turn your node daemon into an LSB-compatible init script	Source Code	MIT	<a href="https://github.com/frodwith/node-init">https://github.com/frodwith/node-init</a>
js2xmlparser	0.1.5	Parses JavaScript objects into XML	Source Code	MIT	<a href="https://github.com/jlipps/node-js2xmlparser">https://github.com/jlipps/node-js2xmlparser</a>
log4js	0.6.16	logging	Source Code	Apache 2.0	<a href="https://www.npmjs.com/package/log4js">https://www.npmjs.com/package/log4js</a>
moment	2.9.0	time utility	Source Code	MIT	<a href="https://www.npmjs.com/package/moment">https://www.npmjs.com/package/moment</a>
nodemailer-smtp-transport	0.1.13	smtp transport for nodemailer	Source Code	MIT	<a href="https://github.com/nodemailer/nodemailer-smtp-transport">https://github.com/nodemailer/nodemailer-smtp-transport</a>
pg	3.5.0	postgres client	Source Code	MIT	<a href="https://www.npmjs.com/package/pg">https://www.npmjs.com/package/pg</a>
nodemailer	1.3.0	email support for node.js	Source Code	MIT	<a href="https://github.com/nodemailer/nodemailer">https://github.com/nodemailer/nodemailer</a>
querystring	0.2.0	querystring parsing module	Source Code	MIT	<a href="https://github.com/Gozala/querystring">https://github.com/Gozala/querystring</a>
redis	0.12.1	redis client lib	Source Code	MIT	<a href="https://www.npmjs.com/package/redis">https://www.npmjs.com/package/redis</a>
request	2.60.0	http request client	Source Code	Apache 2.0	<a href="https://www.npmjs.com/package/request">https://www.npmjs.com/package/request</a>
underscore	1.7.0	utility library	Source Code	MIT	<a href="https://www.npmjs.com/package/underscore">https://www.npmjs.com/package/underscore</a>
xml2js	0.4.4	XML to JavaScript Object Converter	Source Code	MIT	<a href="https://github.com/Leonidas-from-XIV/node-xml2js">https://github.com/Leonidas-from-XIV/node-xml2js</a>
ya-csv	0.9.4	Event based CSV parser	Source Code	MIT	<a href="https://www.npmjs.com/package/ya-csv">https://www.npmjs.com/package/ya-csv</a>

Filip Bearer:

<u>Module Name</u>	<u>Software Version</u>	<u>Purpose</u>	<u>Source Code or Binary Link</u>	<u>Type of License</u>	<u>URL to Software</u>
node-cryptojs-aes	0.4.0	cryptographics	Source Code	MIT	<a href="https://www.npmjs.com/package/node-cryptojs-aes">https://www.npmjs.com/package/node-cryptojs-aes</a>

Control Portal

<u>Module Name</u>	<u>Software Version</u>	<u>Purpose</u>	<u>Source Code or Binary Link</u>	<u>Type of License</u>	<u>URL to Software</u>
bower	1.7.9	package manager	Source Code	MIT	<a href="https://github.com/bower/bower">https://github.com/bower/bower</a>
grunt	0.4.5	task runner	Source Code	Custom - free use	<a href="https://github.com/gruntjs/grunt">https://github.com/gruntjs/grunt</a>
grunt-cli	1.2.0	grunt command line interface	Source Code	MIT	<a href="https://github.com/gruntjs/grunt-cli">https://github.com/gruntjs/grunt-cli</a>
grunt-autoprefixer	2.0.0	CSS utils for cross browser compatibility	Source Code	MIT	<a href="https://github.com/nDmitry/grunt-autoprefixer">https://github.com/nDmitry/grunt-autoprefixer</a>
grunt-concurrent	1.0.0	adds concurrency to grunt tasks	Source Code	MIT	<a href="https://github.com/sindresorhus/grunt-concurrent">https://github.com/sindresorhus/grunt-concurrent</a>
grunt-contrib-clean	0.6.0	cleans files and folders	Source Code	MIT	<a href="https://github.com/gruntjs/grunt-contrib-clean">https://github.com/gruntjs/grunt-contrib-clean</a>
grunt-contrib-concat	0.5.0	concatenation support	Source Code	MIT	<a href="https://github.com/gruntjs/grunt-contrib-concat">https://github.com/gruntjs/grunt-contrib-concat</a>
grunt-contrib-connect	0.9.0	web server support	Source Code	MIT	<a href="https://github.com/gruntjs/grunt-contrib-connect">https://github.com/gruntjs/grunt-contrib-connect</a>
grunt-contrib-copy	0.7.0	copy files and folders support	Source Code	MIT	<a href="https://github.com/gruntjs/grunt-contrib-copy">https://github.com/gruntjs/grunt-contrib-copy</a>
grunt-contrib-cssmin	0.12.0	css minification support	Source Code	MIT	<a href="https://github.com/gruntjs/grunt-contrib-cssmin">https://github.com/gruntjs/grunt-contrib-cssmin</a>
grunt-contrib-htmlmin	0.4.0	html minification support	Source Code	MIT	<a href="https://github.com/gruntjs/grunt-contrib-htmlmin">https://github.com/gruntjs/grunt-contrib-htmlmin</a>
grunt-contrib-imagemin	0.9.2	image compression support	Source Code	MIT	<a href="https://github.com/gruntjs/grunt-contrib-imagemin">https://github.com/gruntjs/grunt-contrib-imagemin</a>
grunt-contrib-jshint	0.11.0	jshint support	Source Code	MIT	<a href="https://github.com/gruntjs/grunt-contrib-jshint">https://github.com/gruntjs/grunt-contrib-jshint</a>

<u>Module Name</u>	<u>Software Version</u>	<u>Purpose</u>	<u>Source Code or Binary Link</u>	<u>Type of License</u>	<u>URL to Software</u>
grunt-contrib-uglify	0.7.0	js minification support	Source Code	MIT	<a href="https://github.com/gruntjs/grunt-contrib-uglify">https://github.com/gruntjs/grunt-contrib-uglify</a>
grunt-contrib-watch	0.6.1	run tasks whenever files are changed	Source Code	MIT	<a href="https://github.com/gruntjs/grunt-contrib-watch">https://github.com/gruntjs/grunt-contrib-watch</a>
grunt-filerev	2.1.2	file revision support	Source Code	BSD	<a href="https://github.com/yeoman/grunt-filerev">https://github.com/yeoman/grunt-filerev</a>
grunt-google-cdn	0.4.3	adds cdn support	Source Code	BSD	<a href="https://github.com/btford/grunt-google-cdn">https://github.com/btford/grunt-google-cdn</a>
grunt-newer	1.1.0	Grunt Task for running tasks if source files are newer only	Source Code	MIT	<a href="https://github.com/tschaub/grunt-newer">https://github.com/tschaub/grunt-newer</a>
grunt-ng-annotate	0.9.2	Angularjs dependency injection annotation support	Source Code	MIT	<a href="https://github.com/mgol/grunt-ng-annotate">https://github.com/mgol/grunt-ng-annotate</a>
grunt-svgmin	2.0.0	svg minification support	Source Code	MIT	<a href="https://github.com/sindresorhus/grunt-svgmin">https://github.com/sindresorhus/grunt-svgmin</a>
grunt-usemin	3.0.0	support for minification filename replacement	Source Code	BSD	<a href="https://github.com/yeoman/grunt-usemin">https://github.com/yeoman/grunt-usemin</a>
grunt-wiredep	2.0.0	Bower package injection support	Source Code	MIT	<a href="https://github.com/stephenplusplus/grunt-wiredep">https://github.com/stephenplusplus/grunt-wiredep</a>
jshint-stylish	1.0.0	JSHint styler	Source Code	MIT	<a href="https://github.com/sindresorhus/jshint-stylish">https://github.com/sindresorhus/jshint-stylish</a>
load-grunt-tasks	3.1.0	multiple grunt task loading support	Source Code	MIT	<a href="https://github.com/sindresorhus/load-grunt-tasks">https://github.com/sindresorhus/load-grunt-tasks</a>
time-grunt	1.0.0	timer for grunt tasks	Source Code	MIT	<a href="https://github.com/sindresorhus/time-grunt">https://github.com/sindresorhus/time-grunt</a>
grunt-uncss	0.4.3	css cleaner support	Source Code	MIT	<a href="https://github.com/addyosmani/grunt-uncss">https://github.com/addyosmani/grunt-uncss</a>

## Geo Utils:

<u>Module Name</u>	<u>Software Version</u>	<u>Purpose</u>	<u>Source Code or Binary Link</u>	<u>Type of License</u>	<u>URL to Software</u>
geolib	2.0.18	provides basic geospatial operations	Source Code	MIT	<a href="https://github.com/manuelbieh/Geolib">https://github.com/manuelbieh/Geolib</a>
js2xmlparser	1.0.0	Parses JavaScript	Source Code	MIT	<a href="https://github.com/jlipps/node-js2xmlparser">https://github.com/jlipps/node-js2xmlparser</a>

<u>Module Name</u>	<u>Software Version</u>	<u>Purpose</u>	<u>Source Code or Binary Link</u>	<u>Type of License</u>	<u>URL to Software</u>
		objects into XML			
request	2.60.0	http request client	Source Code	Apache 2.0	<a href="https://www.npmjs.com/package/request">https://www.npmjs.com/package/request</a>
xml2js	0.4.10	XML to JavaScript Object Converter	Source Code	MIT	<a href="https://github.com/Leonidas-from-XIV/node-xml2js">https://github.com/Leonidas-from-XIV/node-xml2js</a>
moment	2.10.2	time utility	Source Code	MIT	<a href="https://www.npmjs.com/package/moment">https://www.npmjs.com/package/moment</a>
moment-timezone	0.4.0	timezone utility	Source Code	MIT	<a href="https://github.com/moment/moment-timezone">https://github.com/moment/moment-timezone</a>

## GPRS

<u>Module Name</u>	<u>Software Version</u>	<u>Purpose</u>	<u>Source Code or Binary Link</u>	<u>Type of License</u>	<u>URL to Software</u>
async	0.9.0	asynchronous operations	Source Code	MIT	<a href="https://www.npmjs.com/package/async">https://www.npmjs.com/package/async</a>
aws-sdk	2.0.18	AWS JavaScript library	Source Code	Apache 2.0	<a href="https://aws.amazon.com/sdk-for-node-js/">https://aws.amazon.com/sdk-for-node-js/</a>
buffer-crc32	0.2.3	CRC-32 algorithm implementation in JS	Source Code	MIT	<a href="https://github.com/brianloveswords/buffer-crc32">https://github.com/brianloveswords/buffer-crc32</a>
crc32	0.2.2	CRC-32 algorithm implementation in JS	Source Code	Apache 2.0	<a href="https://github.com/SheetJS/js-crc32">https://github.com/SheetJS/js-crc32</a>
crypto	0.0.3	JS Implementation of standard crypto algorithms	Source Code	BSD	<a href="https://github.com/Gozala/crypto">https://github.com/Gozala/crypto</a>
csvtojson	0.5.3	Convert CSV data to JSON	Source Code	MIT	<a href="https://github.com/Keyang/node-csvtojson">https://github.com/Keyang/node-csvtojson</a>
geolib	2.0.14	provides basic geospatial operations	Source Code	MIT	<a href="https://github.com/manuelbieh/Geolib">https://github.com/manuelbieh/Geolib</a>
js2xmlparser	0.1.5	Parses JavaScript objects into XML	Source Code	MIT	<a href="https://github.com/jlipps/node-js2xmlparser">https://github.com/jlipps/node-js2xmlparser</a>
mathjs	1.2.0	math utils library for JS	Source Code	Apache 2.0	<a href="http://mathjs.org/">http://mathjs.org/</a>
moment	2.10.2	time utility	Source Code	MIT	<a href="https://www.npmjs.com/package/moment">https://www.npmjs.com/package/moment</a>
moment-timezone	0.4.0	timezone utility	Source Code	MIT	<a href="https://github.com/moment/moment-timezone">https://github.com/moment/moment-timezone</a>
ntp-client	0.5.3	JS implementation of the NTP Protocol	Source Code	MIT	<a href="https://github.com/moonpyk/node-ntp-client">https://github.com/moonpyk/node-ntp-client</a>
pg	4.5.5	postgres client	Source Code	MIT	<a href="https://www.npmjs.com/package/pg">https://www.npmjs.com/package/pg</a>
pg-connection-string	0.1.3	Functions for dealing with a PostgreSQL connection string	Source Code	MIT	<a href="https://github.com/iceddev/pg-connection-string">https://github.com/iceddev/pg-connection-string</a>
redis	0.12.1	redis client lib	Source Code	MIT	<a href="https://www.npmjs.com/package/redis">https://www.npmjs.com/package/redis</a>



<u>Module Name</u>	<u>Software Version</u>	<u>Purpose</u>	<u>Source Code or Binary Link</u>	<u>Type of License</u>	<u>URL to Software</u>
request	2.67.0	http request client	Source Code	Apache 2.0	<a href="https://www.npmjs.com/package/request">https://www.npmjs.com/package/request</a>
underscore	1.7.0	utility library	Source Code	MIT	<a href="https://www.npmjs.com/package/underscore">https://www.npmjs.com/package/underscore</a>
xml2js	0.4.4	XML to JavaScript Object Converter	Source Code	MIT	<a href="https://github.com/Leonidas-from-XIV/node-xml2js">https://github.com/Leonidas-from-XIV/node-xml2js</a>

## Filip iOS app

<u>Module Name</u>	<u>Software Version</u>	<u>Purpose</u>	<u>Source Code or Binary Link</u>	<u>Type of License</u>	<u>URL to Software</u>
Google/Analytics	1.0.0	Google Analytics interface	Binary	Apache 2.0	<a href="https://developers.google.com/analytics/devguides/collection/ios/v3/">https://developers.google.com/analytics/devguides/collection/ios/v3/</a>
AFNetworking	2.0.0	networking library	Binary	MIT	<a href="https://github.com/AFNetworking/AFNetworking">https://github.com/AFNetworking/AFNetworking</a>
CSMapper	0.0.5	data mapping	Source	MIT	<a href="https://github.com/marcammann/CSMapper">https://github.com/marcammann/CSMapper</a>
HGDependencyInjection	1.0.0	dependency injection	Source	Apache 2.0	<a href="https://github.com/marcammann/HGDependencyInjection">https://github.com/marcammann/HGDependencyInjection</a>
CSConfiguration Manager	0.0.2	Configuration file utils	Source	MIT	<a href="https://github.com/marcammann/CSConfigurationManager">https://github.com/marcammann/CSConfigurationManager</a>
JASidePanels	1.3.2	UIViewController enhancements	Binary	Custom - free use	<a href="https://github.com/gotosleep/JASidePanels">https://github.com/gotosleep/JASidePanels</a>
SORelativeDateTransformer	1.1.10	Date Utils	Binary	MIT	<a href="https://github.com/billgarrison/SORelativeDateTransformer">https://github.com/billgarrison/SORelativeDateTransformer</a>
BlocksKit	2.2.2	Utility library	Binary	MIT	<a href="https://github.com/zwaldowski/BlocksKit">https://github.com/zwaldowski/BlocksKit</a>
RESideMenu	4.0.4	adds effects for side menu	Binary	MIT	<a href="https://github.com/romaonthego/RESideMenu">https://github.com/romaonthego/RESideMenu</a>
AHKNavigationController	1.1.0	Nav bar utils	Binary	MIT	<a href="https://github.com/fastred/AHKNavigationController">https://github.com/fastred/AHKNavigationController</a>
JVFloatLabeledTextField	0.0.9	floating label support	Source	MIT	<a href="https://github.com/jverdi/JVFloatLabeledTextField">https://github.com/jverdi/JVFloatLabeledTextField</a>
pop	1.0.0	animation library	Binary	BSD	<a href="https://github.com/facebook/pop">https://github.com/facebook/pop</a>
DTFoundation/UITKit_Bloc	1.7.7	Utility library	Binary	MIT	<a href="https://github.com/Cocoanetics/DTFoundation">https://github.com/Cocoanetics/DTFoundation</a>

<u>Module Name</u>	<u>Software Version</u>	<u>Purpose</u>	<u>Source Code or Binary Link</u>	<u>Type of License</u>	<u>URL to Software</u>
ksAdditions					
DXCustomCallout-ObjC	0.2.0	CustomCallouts for MKMapView	Binary	MIT	<a href="https://github.com/s3lvin/DXCustomCallout-ObjC">https://github.com/s3lvin/DXCustomCallout-ObjC</a>
SMCalloutView	2.1.0	Adds callout support	Binary	Apache 2.0	<a href="https://github.com/nfarina/calloutview">https://github.com/nfarina/calloutview</a>

## Android App

<u>Module Name</u>	<u>Software Version</u>	<u>Purpose</u>	<u>Source Code or Binary Link</u>	<u>Type of License</u>	<u>URL to Software</u>
gson	2.2.4	For serializing and deserializing JSON.	Binary	Apache 2.0	<a href="https://github.com/google/gson">https://github.com/google/gson</a>
dagger-compiler	1.2.2	Application dependency injection.	Binary	Apache 2.0	<a href="https://github.com/square/dagger">https://github.com/square/dagger</a>
dagger	1.2.2	Application dependency injection.	Binary	Apache 2.0	<a href="https://github.com/square/dagger">https://github.com/square/dagger</a>
okhttp-urlconnection	2.5.0	HTTP client library.	Binary	Apache 2.0	<a href="https://github.com/square/okhttp">https://github.com/square/okhttp</a>
okhttp	2.5.0	HTTP client library.	Binary	Apache 2.0	<a href="https://github.com/square/okhttp">https://github.com/square/okhttp</a>
retrofit	1.7.0	REST Client library.	Binary	Apache 2.0	<a href="https://github.com/square/retrofit">https://github.com/square/retrofit</a>
apache commons-collections4	4.0.0	Collections utility.	Binary	Apache 2.0	<a href="https://commons.apache.org/proper/commons-collections/">https://commons.apache.org/proper/commons-collections/</a>
joda-time	2.3.0	Date and time library.	Binary	Apache 2.0	<a href="http://www.joda.org/joda-time/">http://www.joda.org/joda-time/</a>
calligraphy	1.2.0	Working with custom fonts.	Binary	Apache 2.0	<a href="https://github.com/chrisjenx/Calligraphy">https://github.com/chrisjenx/Calligraphy</a>
libphonenumber	7.0.1	Validation and input of international phone numbers.	Binary	Apache 2.0	<a href="https://github.com/googlei18n/libphonenumber">https://github.com/googlei18n/libphonenumber</a>
butterknife	6.0.0	Android view dependency injection.	Binary	Apache 2.0	<a href="http://jakewharton.github.io/butterknife/">http://jakewharton.github.io/butterknife/</a>
HockeySDK	3.0.2	Crash reporting.	Binary	MSFT	<a href="https://github.com/bitstadium/HockeySDK-Android">https://github.com/bitstadium/HockeySDK-Android</a>
material-icons	1.0.1	Integration with material design icons.	Binary	Apache 2.0	<a href="https://github.com/Malinskiy/android-material-icons">https://github.com/Malinskiy/android-material-icons</a>

<u>Module Name</u>	<u>Software Version</u>	<u>Purpose</u>	<u>Source Code or Binary Link</u>	<u>Type of License</u>	<u>URL to Software</u>
android-crop	0.9.1	Cropping profile images.	Binary	Apache 2.0	<a href="https://github.com/jdamcd/android-crop">https://github.com/jdamcd/android-crop</a>
commons-lang3	3.1.0	General utility library.	Binary	Apache 2.0	<a href="https://commons.apache.org/proper/commons-lang/">https://commons.apache.org/proper/commons-lang/</a>
roundedimageview	1.5.0	Generating rounded images.	Binary	Apache 2.0	<a href="https://github.com/vinc3m1/RoundedImageView">https://github.com/vinc3m1/RoundedImageView</a>
otto	1.3.6	Event bus for pub/sub communication.	Binary	Apache 2.0	<a href="https://github.com/square/otto">https://github.com/square/otto</a>
android-form-edittext	1.2.1	EditText extension that supports validation.	Binary	MIT	<a href="https://github.com/vekexasia/android-edittext-validator">https://github.com/vekexasia/android-edittext-validator</a>
material-calendarview	1.0.1	Calendar widget.	Binary	Custom - free use	<a href="https://github.com/prolificinteractive/material-calendarview">https://github.com/prolificinteractive/material-calendarview</a>
zxing-android-embedded	3.2.0	Easy embedding of zxing into Android application.	Binary	Apache 2.0	<a href="https://github.com/journeyapps/zxing-android-embedded">https://github.com/journeyapps/zxing-android-embedded</a>
core	3.2.1	QR Code utility library.	Binary	Apache 2.0	<a href="https://github.com/zxing/zxing">https://github.com/zxing/zxing</a>
material-spinner	1.1.1	Provides material design spinner	Binary	Apache 2.0	<a href="https://github.com/ganfra/MaterialSpinner">https://github.com/ganfra/MaterialSpinner</a>
rxandroid	1.2.1	RX Java bindings for Android.	Binary	Apache 2.0	<a href="https://github.com/ReactiveX/RxAndroid">https://github.com/ReactiveX/RxAndroid</a>
rxjava	1.1.6	Reactive programming library.	Binary	Apache 2.0	<a href="https://github.com/ReactiveX/RxJava">https://github.com/ReactiveX/RxJava</a>
segmentcontrol	1.14.0	Segment control widget	Binary	Apache 2.0	<a href="https://github.com/7heaven/SHSegmentControl">https://github.com/7heaven/SHSegmentControl</a>

## Support API:

<u>Module Name</u>	<u>Software Version</u>	<u>Purpose</u>	<u>Source Code or Binary Link</u>	<u>Type of License</u>	<u>URL to Software</u>
aes-js	0.2.0	encryption	Source Code	MIT	<a href="https://www.npmjs.com/package/aes-js">https://www.npmjs.com/package/aes-js</a>
async	1.5.0	asynchronous operations	Source Code	MIT	<a href="https://www.npmjs.com/package/async">https://www.npmjs.com/package/async</a>
bearer	0.0.15	authorization	Source Code	MIT	<a href="https://www.npmjs.com/package/bearer">https://www.npmjs.com/package/bearer</a>
body-parser	1.0.2	request parsing	Source Code	MIT	<a href="https://www.npmjs.com/package/body-parser">https://www.npmjs.com/package/body-parser</a>

<u>Module Name</u>	<u>Software Version</u>	<u>Purpose</u>	<u>Source Code or Binary Link</u>	<u>Type of License</u>	<u>URL to Software</u>
connect-domain	0.5.0	Async error handling	Source Code	MIT	<a href="https://www.npmjs.com/package/connect-domain">https://www.npmjs.com/package/connect-domain</a>
connect-multipart	1.2.5	multipart handling	Source Code	MIT	<a href="https://www.npmjs.com/package/connect-multipart">https://www.npmjs.com/package/connect-multipart</a>
cookie-parser	1.0.1	parsing cookies	Source Code	MIT	<a href="https://www.npmjs.com/package/cookie-parser">https://www.npmjs.com/package/cookie-parser</a>
crypto-js	3.1.2-5	encryption/decryption	Source Code	MIT	<a href="https://www.npmjs.com/package/crypto-js">https://www.npmjs.com/package/crypto-js</a>
debug	0.7.4	debugging utility	Source Code	MIT	<a href="https://www.npmjs.com/package/debug">https://www.npmjs.com/package/debug</a>
email-templates	1.2.0	email renderer	Source Code	MIT	<a href="https://www.npmjs.com/package/email-templates">https://www.npmjs.com/package/email-templates</a>
express	4.2.0	main app framework	Source Code	MIT	<a href="https://www.npmjs.com/package/express">https://www.npmjs.com/package/express</a>
express-domain-middleware	0.1.0	api error handling	Source Code	MIT	<a href="https://www.npmjs.com/package/express-domain-middleware">https://www.npmjs.com/package/express-domain-middleware</a>
express-xml-bodyparser	0.0.4	xml parsing	Source Code	MIT	<a href="https://www.npmjs.com/package/express-xml-bodyparser">https://www.npmjs.com/package/express-xml-bodyparser</a>
file	0.2.2	file manipulation	Source Code	MIT	<a href="https://www.npmjs.com/package/file">https://www.npmjs.com/package/file</a>
ftps	0.2.8	lftp wrapper	Source Code	MIT	<a href="https://www.npmjs.com/package/ftps">https://www.npmjs.com/package/ftps</a>
hashids	1.0.1	id generator	Source Code	MIT	<a href="https://www.npmjs.com/package/hashids">https://www.npmjs.com/package/hashids</a>
helmet	0.6.0	security for express	Source Code	MIT	<a href="https://www.npmjs.com/package/helmet">https://www.npmjs.com/package/helmet</a>
hjs	0.0.6	templating	Source Code	Apache 2.0	<a href="https://www.npmjs.com/package/hjs">https://www.npmjs.com/package/hjs</a>
jade	1.3.1	templating	Source Code	MIT	<a href="https://www.npmjs.com/package/jade">https://www.npmjs.com/package/jade</a>
json2csv	2.2.1	conversion to csv format	Source Code	MIT	<a href="https://www.npmjs.com/package/json2csv">https://www.npmjs.com/package/json2csv</a>
lodash	3.10.1	utility library	Source Code	MIT	<a href="https://www.npmjs.com/package/lodash">https://www.npmjs.com/package/lodash</a>
log4js	0.6.16	logging	Source Code	Apache 2.0	<a href="https://www.npmjs.com/package/log4js">https://www.npmjs.com/package/log4js</a>
mini-logger	0.3.0	logging	Source Code	MIT	<a href="https://www.npmjs.com/package/mini-logger">https://www.npmjs.com/package/mini-logger</a>
mobile-agent	0.0.8	mobile browser detection helper	Source Code	No license info	<a href="https://www.npmjs.com/package/mobile-agent">https://www.npmjs.com/package/mobile-agent</a>

<u>Module Name</u>	<u>Software Version</u>	<u>Purpose</u>	<u>Source Code or Binary Link</u>	<u>Type of License</u>	<u>URL to Software</u>
moment	2.7.0	time utility	Source Code	MIT	<a href="https://www.npmjs.com/package/moment">https://www.npmjs.com/package/moment</a>
morgan	1.0.1	logging	Source Code	MIT	<a href="https://www.npmjs.com/package/morgan">https://www.npmjs.com/package/morgan</a>
mssql	1.1.1	Microsoft SQL Server client for Node	Source Code	MIT	<a href="https://www.npmjs.com/package/mssql">https://www.npmjs.com/package/mssql</a>
multipart	4.1.1	multipart/form-data parser	Source Code	MIT	<a href="https://www.npmjs.com/package/multipart">https://www.npmjs.com/package/multipart</a>
node-cryptojs-aes	0.4.0	cryptographics	Source Code	MIT	<a href="https://www.npmjs.com/package/node-cryptojs-aes">https://www.npmjs.com/package/node-cryptojs-aes</a>
node-cryptostream	0.0.1	Duplex stream implementation of Crypto	Source Code	No license	<a href="https://www.npmjs.com/package/node-cryptostream">https://www.npmjs.com/package/node-cryptostream</a>
node-uuid	1.4.2	uuid generator	Source Code	MIT	<a href="https://www.npmjs.com/package/node-uuid">https://www.npmjs.com/package/node-uuid</a>
object-path	0.9.2	easy deep object properties utility	Source Code	MIT	<a href="https://www.npmjs.com/package/object-path">https://www.npmjs.com/package/object-path</a>
pg	4.3.0	postgres client	Source Code	MIT	<a href="https://www.npmjs.com/package/pg">https://www.npmjs.com/package/pg</a>
pg-hstore	2.3.2	serializing json data	Source Code	MIT	<a href="https://www.npmjs.com/package/pg-hstore">https://www.npmjs.com/package/pg-hstore</a>
redis	0.12.1	redis client lib	Source Code	MIT	<a href="https://www.npmjs.com/package/redis">https://www.npmjs.com/package/redis</a>
request	2.69.0	http request client	Source Code	Apache 2.0	<a href="https://www.npmjs.com/package/request">https://www.npmjs.com/package/request</a>
sequelize	3.5.1	DB ORM	Source Code	MIT	<a href="https://www.npmjs.com/package/sequelize">https://www.npmjs.com/package/sequelize</a>
sequelize-auto	0.0.7	Automatically generates bare sequelize models	Source Code	MIT	<a href="https://www.npmjs.com/package/sequelize-auto">https://www.npmjs.com/package/sequelize-auto</a>
static-favicon	1.0.2	favicon serving middleware	Source Code	MIT	<a href="https://www.npmjs.com/package/static-favicon">https://www.npmjs.com/package/static-favicon</a>
underscore	1.7.0	utility library	Source Code	MIT	<a href="https://www.npmjs.com/package/underscore">https://www.npmjs.com/package/underscore</a>
validator	3.16.0	String validation lib	Source Code	MIT	<a href="https://www.npmjs.com/package/validator">https://www.npmjs.com/package/validator</a>
ya-csv	0.9.4	Event based CSV parser	Source Code	MIT	<a href="https://www.npmjs.com/package/ya-csv">https://www.npmjs.com/package/ya-csv</a>

## Support View:

<u>Module Name</u>	<u>Software Version</u>	<u>Purpose</u>	<u>Source Code or Binary Link</u>	<u>Type of License</u>	<u>URL to Software</u>
grunt	0.4.1	task runner	Source Code	Custom - free use	<a href="https://github.com/gruntjs/grunt">https://github.com/gruntjs/grunt</a>
grunt-cli	1.2.0	grunt command line interface	Source Code	MIT	<a href="https://github.com/gruntjs/grunt-cli">https://github.com/gruntjs/grunt-cli</a>
grunt-autoprefixer	0.7.3	CSS utils for cross browser compatibility	Source Code	MIT	<a href="https://github.com/nDmitry/grunt-autoprefixer">https://github.com/nDmitry/grunt-autoprefixer</a>
grunt-concurrent	0.5.0	adds concurrency to grunt tasks	Source Code	MIT	<a href="https://github.com/sindresorhus/grunt-concurrent">https://github.com/sindresorhus/grunt-concurrent</a>
grunt-contrib-clean	0.5.0	cleans files and folders	Source Code	MIT	<a href="https://github.com/gruntjs/grunt-contrib-clean">https://github.com/gruntjs/grunt-contrib-clean</a>
grunt-contrib-concat	0.4.0	concatenation support	Source Code	MIT	<a href="https://github.com/gruntjs/grunt-contrib-concat">https://github.com/gruntjs/grunt-contrib-concat</a>
grunt-contrib-connect	0.7.1	web server support	Source Code	MIT	<a href="https://github.com/gruntjs/grunt-contrib-connect">https://github.com/gruntjs/grunt-contrib-connect</a>
grunt-contrib-copy	0.5.0	copy files and folders support	Source Code	MIT	<a href="https://github.com/gruntjs/grunt-contrib-copy">https://github.com/gruntjs/grunt-contrib-copy</a>
grunt-contrib-cssmin	0.9.0	css minification support	Source Code	MIT	<a href="https://github.com/gruntjs/grunt-contrib-cssmin">https://github.com/gruntjs/grunt-contrib-cssmin</a>
grunt-contrib-htmlmin	0.3.0	html minification support	Source Code	MIT	<a href="https://github.com/gruntjs/grunt-contrib-htmlmin">https://github.com/gruntjs/grunt-contrib-htmlmin</a>
grunt-contrib-imagemin	0.8.1	image compression support	Source Code	MIT	<a href="https://github.com/gruntjs/grunt-contrib-imagemin">https://github.com/gruntjs/grunt-contrib-imagemin</a>
grunt-contrib-jshint	0.10.0	jshint support	Source Code	MIT	<a href="https://github.com/gruntjs/grunt-contrib-jshint">https://github.com/gruntjs/grunt-contrib-jshint</a>
grunt-contrib-uglify	0.4.0	js minification support	Source Code	MIT	<a href="https://github.com/gruntjs/grunt-contrib-uglify">https://github.com/gruntjs/grunt-contrib-uglify</a>
grunt-contrib-watch	0.6.1	run tasks whenever files are changed	Source Code	MIT	<a href="https://github.com/gruntjs/grunt-contrib-watch">https://github.com/gruntjs/grunt-contrib-watch</a>
grunt-filerev	0.2.1	file revision support	Source Code	BSD	<a href="https://github.com/yeoman/grunt-filerev">https://github.com/yeoman/grunt-filerev</a>
grunt-google-cdn	0.4.0	adds cdn support	Source Code	BSD	<a href="https://github.com/btford/grunt-google-cdn">https://github.com/btford/grunt-google-cdn</a>

<u>Module Name</u>	<u>Software Version</u>	<u>Purpose</u>	<u>Source Code or Binary Link</u>	<u>Type of License</u>	<u>URL to Software</u>
grunt-karma	0.9.0	Grunt plugin for Karma	Source Code	MIT	<a href="https://github.com/tschaub/grunt-newer">https://github.com/tschaub/grunt-newer</a>
grunt-newer	0.7.0	Grunt Task for running tasks if source files are newer only	Source Code	MIT	<a href="https://github.com/mgol/grunt-ng-annotate">https://github.com/mgol/grunt-ng-annotate</a>
grunt-ng-annotate	0.3.0	Angularjs dependency injection annotation support	Source Code	MIT	<a href="https://github.com/mgol/grunt-ng-annotate">https://github.com/mgol/grunt-ng-annotate</a>
grunt-serve	0.1.6	grunt http server support	Source Code	MIT	<a href="https://www.npmjs.com/package/grunt-serve">https://www.npmjs.com/package/grunt-serve</a>
grunt-ssh	0.12.0	ssh support for grunt	Source Code	MIT	<a href="https://github.com/israelroldan/grunt-ssh">https://github.com/israelroldan/grunt-ssh</a>
grunt-svgmin	0.4.0	svg minification support	Source Code	MIT	<a href="https://github.com/sindresorhus/grunt-svgmin">https://github.com/sindresorhus/grunt-svgmin</a>
grunt-usemin	2.1.1	support for minification filename replacement	Source Code	BSD	<a href="https://github.com/yeoman/grunt-usemin">https://github.com/yeoman/grunt-usemin</a>
grunt-wiredep	1.7.0	Bower package injection support	Source Code	MIT	<a href="https://github.com/stephenplusplus/grunt-wiredep">https://github.com/stephenplusplus/grunt-wiredep</a>
jshint-stylish	0.2.0	JSHint styler	Source Code	MIT	<a href="https://github.com/sindresorhus/jshint-stylish">https://github.com/sindresorhus/jshint-stylish</a>
karma	0.12.24	Test Runner for Javascript	Source Code	MIT	<a href="https://github.com/karma-runner/karma">https://github.com/karma-runner/karma</a>
karma-jasmine	0.1.5	Karma adapter for Jasmine	Source Code	MIT	<a href="https://github.com/karma-runner/karma-jasmine">https://github.com/karma-runner/karma-jasmine</a>
karma-phantomjs-launcher	0.1.4	Phantomjs launcher for Karma	Source Code	MIT	<a href="https://github.com/karma-runner/karma-phantomjs-launcher">https://github.com/karma-runner/karma-phantomjs-launcher</a>
load-grunt-tasks	0.4.0	multiple grunt task loading support	Source Code	MIT	<a href="https://github.com/sindresorhus/load-grunt-tasks">https://github.com/sindresorhus/load-grunt-tasks</a>
time-grunt	0.3.1	timer for grunt tasks	Source Code	MIT	<a href="https://github.com/sindresorhus/time-grunt">https://github.com/sindresorhus/time-grunt</a>

## Huawei API:

<u>Module Name</u>	<u>Software Version</u>	<u>Purpose</u>	<u>Source Code or Binary Link</u>	<u>Type of License</u>	<u>URL to Software</u>
app-root-path	1.0.0	find root of app	Source Code	MIT	<a href="https://github.com/inxilpro/node-app-root-path">https://github.com/inxilpro/node-app-root-path</a>

<u>Module Name</u>	<u>Software Version</u>	<u>Purpose</u>	<u>Source Code or Binary Link</u>	<u>Type of License</u>	<u>URL to Software</u>
async	0.9.0	asynchronous operations	Source Code	MIT	<a href="https://www.npmjs.com/package/async">https://www.npmjs.com/package/async</a>
bluebird	2.9.34	promise library for asynchronous programming	Source Code	MIT	<a href="http://bluebirdjs.com/docs/getting-started.html">http://bluebirdjs.com/docs/getting-started.html</a>
body-parser	1.3.1	request parsing	Source Code	MIT	<a href="https://www.npmjs.com/package/body-parser">https://www.npmjs.com/package/body-parser</a>
console-stamp	0.1.6	better console logging	Source Code	MIT	<a href="https://github.com/starak/node-console-stamp">https://github.com/starak/node-console-stamp</a>
express	4.12.3	main app framework	Source Code	MIT	<a href="https://www.npmjs.com/package/express">https://www.npmjs.com/package/express</a>
lodash	3.7.0	utility library	Source Code	MIT	<a href="https://www.npmjs.com/package/lodash">https://www.npmjs.com/package/lodash</a>
moment	2.10.2	time utility	Source Code	MIT	<a href="https://www.npmjs.com/package/moment">https://www.npmjs.com/package/moment</a>
morgan	1.5.2	logging	Source Code	MIT	<a href="https://www.npmjs.com/package/morgan">https://www.npmjs.com/package/morgan</a>
pg	4.3.0	postgres client	Source Code	MIT	<a href="https://www.npmjs.com/package/pg">https://www.npmjs.com/package/pg</a>
pg-hstore	2.3.2	serializing json data	Source Code	MIT	<a href="https://www.npmjs.com/package/pg-hstore">https://www.npmjs.com/package/pg-hstore</a>
pg-native	1.8.1	postgres native bindings	Source Code	MIT	<a href="https://github.com/brianc/node-pg-native">https://github.com/brianc/node-pg-native</a>
pm2	0.12.12	node process manager	Source Code	AGPL 3.0	<a href="http://pm2.keymetrics.io/">http://pm2.keymetrics.io/</a>
pmx	0.3.9	metrics library for interfacing with keymetrics	Source Code	MIT	<a href="https://www.npmjs.com/package/pmx">https://www.npmjs.com/package/pmx</a>
q	1.3.0	promise library for asynchronous programming	Source Code	MIT	<a href="https://github.com/krisKowal/q">https://github.com/krisKowal/q</a>
request	2.60.0	http request client	Source Code	Apache 2.0	<a href="https://www.npmjs.com/package/request">https://www.npmjs.com/package/request</a>
sequelize	3.6.0	DB ORM	Source Code	MIT	<a href="https://www.npmjs.com/package/sequelize">https://www.npmjs.com/package/sequelize</a>
supertest	1.0.1	http testing	Source Code	MIT	<a href="https://www.npmjs.com/package/supertest">https://www.npmjs.com/package/supertest</a>
chai	2.3.0	testing assertion library	Source Code	MIT	<a href="http://chaijs.com/">http://chaijs.com/</a>
expect.js	0.3.1	testing assertion library	Source Code	MIT	<a href="https://github.com/Automattic/expect.js">https://github.com/Automattic/expect.js</a>
mocha	2.2.4	test framewrk	Source Code	MIT	<a href="https://mochajs.org/">https://mochajs.org/</a>



<u>Module Name</u>	<u>Software Version</u>	<u>Purpose</u>	<u>Source Code or Binary Link</u>	<u>Type of License</u>	<u>URL to Software</u>
mocha-bamboo-reporter	1.1.1	reporter for integration atlassian bamboo	Source Code	Apache 2.0	<a href="https://github.com/issacg/mocha-bamboo-reporter">https://github.com/issacg/mocha-bamboo-reporter</a>
nodemon	1.0.15	monitor script for use in development	Source Code	MIT	<a href="https://github.com/remy/nodemon/">https://github.com/remy/nodemon/</a>
rewire	2.3.3	dependency injection for unit testing	Source Code	MT	<a href="https://github.com/jhnns/rewire">https://github.com/jhnns/rewire</a>
sinon	1.14.1	testing library provides spies, stubs, and mocks	Source Code	BSD	<a href="http://sinonjs.org/">http://sinonjs.org/</a>
sinon-chai	2.7.0	sinon intergration with chai	Source Code	Dual licensed under DWTFP L and BSD	<a href="https://github.com/domenic/sinon-chai">https://github.com/domenic/sinon-chai</a>

**Schedule 5.9(i)**

**Intellectual Property.** Except as disclosed in Schedule 5.9(i), none of the Transferred Software incorporates or comprises or is distributed with any Publicly Available Software, or is otherwise subject to the provisions of any “open source” or third party license agreement that (i) requires the distribution of source code in connection with the distribution of such Transferred Software in object code form; (ii) limits the Seller’s freedom to seek full compensation in connection with marketing, licensing, and distributing such applications; or (iii) allows a customer or requires that a customer have the right to decompile, disassemble or otherwise reverse engineer the Transferred Software. Except as set forth in Schedule 5.9(i), the Seller has not disclosed to any third party or escrowed, or agreed to disclose to any third party or escrow, any source code of any Transferred Software.

*No disclosure.*

**Schedule 5.9(j)**

**Intellectual Property**. Except as set forth in Schedule 5.9(j), all right, title and interest in and to the Seller Data is owned by the Seller, free and clear of all Encumbrances.

*Secured Promissory Note between Filip and AT&T Capital Services, Inc., dated September 28, 2016, and corresponding UCC-1 filed by AT&T Capital Services, Inc.*

*DIP Facility approved by the Bankruptcy Court in the Chapter 11 Cases.*

**Schedule 5.10**

**Tax Returns.** Except as disclosed on Schedule 5.10, to the extent that under applicable Law the failure of this representation to be true or correct could result in an Encumbrance upon or claim against the Acquired Assets or in a claim against the Buyer as transferee or owner of the Acquired Assets: (i) the Sellers have caused to be filed (or will file) all tax returns that are or were required to be filed on or prior to the Closing Date with respect to the Acquired Assets and the operation of the Business; (ii) all such tax returns accurately reflect all tax liabilities required to be reflected thereon; and (iii) all taxes due and payable by the Seller with respect to the Acquired Assets and the operation of the Business shown in such tax returns have been paid or will be paid pursuant to the terms of the Plan.

*The Sellers have filed their respective tax returns through year ending 2014. No Seller has filed a respective tax return for any period subsequent to 2014. However, the Sellers are not aware of any unpaid and payable taxes with respect to the Acquired Assets.*

**Schedule 5.11**

**Compliance With Laws.** Except as disclosed on Schedule 5.11, the Seller is in compliance with all material Laws applicable to the Business. Except as disclosed on Schedule 5.11, the Seller has not received any written notice within the past twelve (12) months relating to violations or alleged violations or defaults under any applicable Law or order.

*Letter from Companies House to Filip Technologies UK Ltd, dated October 15, 2016, regarding overdue delivery of certain statutory accounts for calendar year 2015. The letter states that such accounts are due to Companies House within fourteen days of receipt of such letter. Filip Technologies UK Ltd is submitting these records by the requisite date provided in the letter. The Sellers' claims and noticing agent has sent the Bankruptcy Court-approved notice of auction and sale in the Bankruptcy Cases to Companies House.*

*Applicable Spanish law, including, without limitation, the Spanish Data Protection Act, may require the appointment of a representative in Spain to receive correspondence from, and act for Filip Technologies, Inc. before, the Spanish Data Protection Authority with respect to the management and handling of customer personal information. Filip Technologies, Inc. is registered with the Spanish Data Protection Authority, however Filip Technologies, Inc. does not have any such representative, nor has Filip Technologies, Inc. appointed any such representative in the past. Filip Technologies, Inc. has not received any notice or other communication of non-compliance from the Spanish Data Protection Authority. The Sellers' claims and noticing agent has sent the Bankruptcy Court-approved notice of auction and sale in the Bankruptcy Cases to the Spanish Data Protection Agency.*

**Schedule 5.12(a)**

**Privacy and Data Protection.** Except as disclosed on Schedule 5.12(a), the Seller has complied in all material respects with applicable Laws and its internal privacy policies relating to the use, collection, storage, disclosure and transfer of any personally identifiable information collected, accessed or obtained by the Seller or by third parties having authorized access to the records of the Seller. Except as disclosed on Schedule 5.12(a), since the date on which the Seller was formed, the Seller has not received a written complaint or been involved in any investigation or inquiry regarding the Seller's use, collection, storage, disclosure or transfer of personally identifiable information.

*Applicable Spanish law, including, without limitation, the Spanish Data Protection Act, may require the appointment of a representative in Spain to receive correspondence from, and act for Filip Technologies, Inc. before, the Spanish Data Protection Authority with respect to the management and handling of customer personal information. Filip Technologies, Inc. is registered with the Spanish Data Protection Authority, however Filip Technologies, Inc. does not have any such representative, nor has Filip Technologies, Inc. appointed any such representative in the past. Filip Technologies, Inc. has not received any notice or other communication of non-compliance from the Spanish Data Protection Authority. The Sellers' claims and noticing agent has sent the Bankruptcy Court-approved notice of auction and sale in the Bankruptcy Cases to the Spanish Data Protection Agency.*

*Informal claim asserted by Jennifer Hillgen-Santa for alleged breach of that certain Settlement Agreement and Mutual Release, between Filip Technologies, Inc. and Jennifer M.F. Hillgen-Santa, Michael Hillgen-Santa, and Mr. and Mrs. Hillgen-Santa's only child, dated January 13, 2016 (the "Settlement Agreement"). Prior to the Settlement Agreement, Ms. Hillgen-Santa alleged various damages in excess of \$1 million for alleged trauma caused by the FiLIP watch indicating that her minor child was in two locations at the same time. Pursuant to the Settlement Agreement, Filip settled all such claims for a total payment of \$1,500 to Ms. Hillgen-Santa, which was made pursuant to the Settlement Agreement. Also pursuant to the Settlement Agreement, Filip agreed to delete from its active records certain personally identifying information relating to Ms. Hillgen-Santa's minor child and to provide notice of this deletion within a certain time period. Ms. Hillgen-Santa alleged that Filip did not timely comply with the notice provision in the Settlement Agreement and demanded an additional \$500 to \$1,000 under the Settlement Agreement, which Filip has not agreed to. Filip disputes Ms. Hillgen-Santa's allegations.*

**Schedule 9.5**

**KEY AGREEMENTS**

Contracts with the following third parties:

AT&T

Telefónica

Amazon (AWS)

Skyhook

TomTom

Edvina

Mera

DevLogic DOO

Alvonda AB

Atlassian

GoDaddy

GitHub

Hurricane Electric

Net2Phone

Rackspace

VoicePulse

Dropbox

Zendesk

BudgetSMS

Site24x7

Google

Apple