

<p>Attorney or Party Name, Address, Telephone &amp; FAX Nos., State Bar No. &amp; Email Address</p> <p>RON BENDER (SBN 143364) TODD M. ARNOLD (SBN 221868) LEVENE, NEALE, BENDER, YOO &amp; BRILL L.L.P. 10250 Constellation Boulevard, Suite 1700 Los Angeles, California 90067 Telephone: (310) 229-1234 Facsimile: (310) 229-1244 Email: rb@lnbyb.com; tma@lnbyb.com</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Chapter 11 Debtors</p>	<p>FOR COURT USE ONLY</p>
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**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

<p>In re: MediaShift, Inc. and Ad-Vantage Networks, Inc.,</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 2:15-bk-25024-SK CHAPTER: 11</p> <p style="text-align: center;"><b>NOTICE OF SALE OF ESTATE PROPERTY</b></p>
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<p><b>Sale Date:</b> 1/21/16 Bid Deadline. See Attached for Other Deadlines</p>	<p><b>Time:</b> See Attached</p>
<p><b>Location:</b> Levene, Neale, Bender, Yoo &amp; Brill LLP, 10250 Constellation Blvd., Suite 1700, LA, CA 90067</p>	

**Type of Sale:**  Public  Private      **Last date to file objections:** 1/13/16

**Description of property to be sold:**  
Substantially all of the Debtors' assets, including substantial IP rights, including numerous patents. See Attached APA for Specific Information.

**Terms and conditions of sale:**  
See Attached

**Proposed sale price:** \$ 11,767,000.00

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

**Overbid procedure (if any):**

See Attached

**If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:**

Date: January 27, 2016

Time: 8:30 a.m.

Place: Courtroom 1575  
255 East Temple Street  
Los Angeles, CA 90012

**Contact person for potential bidders (include name, address, telephone, fax and/or email address):**

TODD M. ARNOLD, Esq.  
LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.  
10250 Constellation Blvd. | Suite 1700 | Los Angeles, CA 90067  
Phone 310 229 1234 | Direct 310 229 3349 | Fax 310 229 1244  
tma@lnbyb.com | www.lnbyb.com

Date: 01/06/2016

# EXHIBIT "1"

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 17 Email: [uraanan@dgdk.com](mailto:uraanan@dgdk.com), [zshechtman@dgdk.com](mailto:zshechtman@dgdk.com)  
 18 Attorneys for Official Committee of Unsecured Creditors

19 **UNITED STATES BANKRUPTCY COURT**  
 20 **CENTRAL DISTRICT OF CALIFORNIA**  
 21 **LOS ANGELES DIVISION**

22 In re:  
 23 MediaShift, Inc.,  
 24 Debtor and Debtor in Possession.

Lead Case No.: 2:15-bk-25024-SK  
 (Jointly administered with:  
 Case No. 2:15-bk-25030-SK)  
 Chapter 11 Cases

**NOTICE OF BIDDING PROCEDURES,  
 AUCTION DATE, AND SALE HEARING**

25 In re:  
 26 Ad-Vantage Networks, Inc.,  
 27 Debtor and Debtor in Possession.

- 28  Affects Both Debtors  
 Affects MediaShift, Inc. Only  
 Affects Ad-Vantage Networks, Inc. Only

1 **PLEASE TAKE NOTICE** that on December 21, 2015, MediaShift, Inc. and Ad-  
2 Vantage Networks, Inc., chapter 11 debtors and debtors in possession (collectively the  
3 “Debtors”) and the Official Committee of Unsecured Creditor (the “Committee”) filed the Joint  
4 Motion For An Order (A) Approving Bidding Procedures For Sale Of Debtors’ Assets; (B)  
5 Authorizing And Scheduling An Auction; (C) Scheduling Hearing For Approval Of The Sale Of  
6 Assets Free And Clear Of Liens And The Assumption And Assignment Of Certain Executory  
7 Contracts And Unexpired Leases To The Successful Bidder; (D) Approving Attorneys’ Fee and  
Expense Reimbursement; (E) Approving Procedures And Setting Deadlines For The  
Assumption And Assignment Of Executory Contracts And Unexpired Leases, Including Cure  
Amounts Relating Thereto; (F) Approving Certain Deadlines And The Form, Manner And  
Sufficiency Of Notice; And (G) Granting Other Related Relief, Docket No. 140 (the  
“Procedures Motion”).<sup>1</sup>

8 On December 30, 2015, the Bankruptcy Court entered an order (the “Procedures Order”)   
9 granting the Procedures Motion and approving the bidding procedures attached hereto (the  
10 “Bidding Procedures”) to be used in connection with a sale of substantially all of the Debtor’s  
11 assets (the “Assets”). Pursuant to separate motion to be filed by the Debtors and the Committee  
by no later than January 6, 2016 (the “Sale Motion”), the Assets are being sold free and clear of  
all liens, claims, encumbrances and interests.

12 MediaShift Holdings, Inc. has submitted an offer, as the “Stalking Horse Bidder” to the  
13 Debtors to purchase the Assets on the terms set forth in that certain Asset Purchase Agreement  
14 dated December 15, 2015, between the Debtors and the Stalking Horse Bidder (the “Stalking  
15 Horse APA”), which is conditioned on Bankruptcy Court approval and is subject to higher or  
16 better offers. The Debtors and Committee determined that the offer of the Stalking Horse  
Bidder is presently the highest and best offer. The sale terms are set forth with more particularly  
in the Stalking Horse APA. The Stalking Horse bidder bid for the Asset is \$11,767,000.00  
 (“Stalking Horse Bid”).<sup>2</sup>

17 Other relevant terms of the Stalking Horse APA include the following: (a) the Assets  
18 will be sold free and clear of liens, claims, encumbrances and other interests; (b) in the event the  
19 Court approves a bid from another party that is \$5,000,000.00 or greater than the Stalking Horse  
20 Bid, the Stalking Horse Bidder will be reimbursed reasonable attorneys’ fees and expenses in an  
21 amount not to exceed \$200,000 that the Stalking Horse Bidder incurred in connection with the  
22 transactions contemplated by the Stalking Horse APA (the “Expense Reimbursement”); (c) the  
Stalking Horse Bidder will assume certain enumerated liabilities as of the closing; and (d)  
certain executory contracts and unexpired leases will be assumed by the Debtors and assigned to  
the Stalking Horse Bidder.

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24 <sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings set forth in the Procedures  
25 Motion. The term “Assets” in this Notice shall have the same meaning as “Purchased Assets” as set forth in the  
Stalking Horse APA (defined herein). The Stalking Horse APA is attached to the Procedures Motion as Exhibit  
“B.”

26 <sup>2</sup> The Stalking Horse Bid consists of: (1) a credit bid pursuant to Section 363(k) of the bankruptcy Code  
27 of Stalking Horse Bidder’s allowed Prepetition Secured Claim, DIP Claim and Other Secured Claims, plus (2) cash  
28 in the amount of \$700,000.

1 If offers are received by the Debtors and Committee from other Qualified Bidders in  
2 accordance with the Bidding Procedures for a price and on terms that are higher or better than  
3 the Stalking Horse APA, the Assets will be sold at the Auction. The Bidding Procedures afford  
the Debtors and Committee the opportunity to subject the Assets to competitive bidding while  
preserving the Stalking Horse Bid, thereby providing a floor price for the Assets.

4 The Debtors are seeking to sell substantially all of their assets under chapter 11 of the  
5 United States Bankruptcy Code. After the sale of the Assets, the Debtors will no longer operate.  
6 The Debtors and Committee believe the sale of the Assets is in the best interest of the Debtors'  
estates and will provide the highest and best value for the Assets.

### 7 Bidding Procedures

8 A copy of the Bidding Procedures is attached hereto as **Exhibit 1**. The Bidding  
9 Procedures describe, *inter alia*, the terms of the bidding process, the requirements and deadlines  
10 for participation therein, required terms of any bids, and the time, location and conduct of the  
Auction. In the event of any inconsistency or conflict between this Notice, the Bidding  
Procedures and the Bidding Procedures Order, the Bidding Procedures Order shall control.

### 11 The Auction

12 **PLEASE TAKE FURTHER NOTICE** that the Debtors and Committee are authorized  
13 to conduct the Auction in accordance with the Bidding Procedures to determine the highest and  
14 best bid with respect to the Assets. The Auction, if any, shall commence at **10:00 a.m.**  
**(prevailing Pacific Time) on January 25, 2016**, at Levene, Neale, Bender, Yoo & Brill L.L.P.,  
15 10250 Constellation Blvd., Suite 700, Los Angeles, CA 90067, or such other date or location as  
designated prior to the Auction.

### 16 The Sale Hearing

17 **PLEASE TAKE FURTHER NOTICE** that the Bankruptcy Court has scheduled a  
18 hearing for **January 27, 2016, at 8:30 a.m. (prevailing Pacific Time)** (the "Sale Hearing") to  
19 consider either approval of the Stalking Horse APA in the absence of an Auction or approval of  
the successful bid and confirm the results at the Auction for the Assets, pursuant to the Sale  
20 Motion. The Sale Hearing may be adjourned in open court from time to time, without further  
notice. The Sale Hearing will be held before the Honorable Sandra L. Klein, United States  
21 Bankruptcy Court for the Central District of California, Edward R. Roybal Federal Building and  
Courthouse, 255 E. Temple Street, Suite 1582, Los Angeles, California 90012.

22 **PLEASE TAKE FURTHER NOTICE** that the Bidding Procedures attached hereto  
23 shall govern the bidding process and any Auction of the Assets. Any person that wishes to  
24 receive a copy of the Sale Motion (with all attachments), the Stalking Horse APA or the  
Procedures Order (with all attachments), can make such request in writing to Levene, Neale,  
25 Bender, Yoo & Brill, L.L.P., 10250 Constellation Blvd., Suite 1700, Los Angeles, California  
90067, Attention: Todd M. Arnold, Fax 310-229-1244, Email tma@lnbyb.com.

### 26 Objections

27 Any objection to any of the relief to be requested at the Sale Hearing must be in writing,  
28 state the basis of such objection with specificity, and shall be filed with the Court, and shall be

1 served on: (i) counsel to the Debtors: Levene, Neale, Bender, Yoo & Brill, L.L.P., 10250  
2 Constellation Blvd., Suite 1700, Los Angeles, California 90067, Attention: Todd M. Arnold,  
3 Facsimile: (310) 229-1244; (ii) ) counsel to the Official Committee of Unsecured Creditors:  
4 Danning, Gill, Diamond & Kollitz, LLP, 1900 Avenue of the Stars, 11th Floor, Los Angeles,  
5 CA 90067 (Attention: Uzzi O Raanan, Esq. and Zev Shechtman, Esq.); (iii) the Office of the  
6 United States Trustee, Office of the U.S. Trustee, Los Angeles, California 90012; and  
7 (iv) counsel to the Stalking Horse Bidder: Drinker Bidder & Reath, LLP, 1177 Avenue of the  
8 Americas, 41st Floor, New York, NY 10036-2714 (Attention: Michael P. Pompeo), so as to be  
9 received by **January 13, 2016, at 11:59 p.m. (prevailing Pacific Time)**.

6 Dated: January 4, 2016

**MEDIASHIFT, INC. AND  
AD-VANTAGE NETWORKS, INC.**

8 By: /s/ Todd M. Arnold

9 RON BENDER

TODD M. ARNOLD

10 LEVENE, NEALE, BENDER, YOO  
& BRILL L.L.P.

11 Attorneys for Debtors and Debtors in Possession

13 Dated: January 4, 2016

**OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS**

15 By: /s/ Uzzi O. Raanan

16 UZZI O. RAANAN

DANNING, GILL, DIAMOND & KOLLITZ, LLP

17 Attorneys for the Official Committee of  
18 Unsecured Creditors  
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 11 Email: [uraanan@dgd.com](mailto:uraanan@dgd.com), [zshechtman@dgd.com](mailto:zshechtman@dgd.com)

12 Attorneys for Official Committee of Unsecured Creditors

13 **UNITED STATES BANKRUPTCY COURT**  
 14 **CENTRAL DISTRICT OF CALIFORNIA**  
 15 **LOS ANGELES DIVISION**

17 In re:  
 18 MediaShift, Inc.,  
 19 Debtor and Debtor in Possession.

Lead Case No.: 2:15-bk-25024-SK  
 (Jointly administered with:  
 Case No. 2:15-bk-25030-SK)

Chapter 11 Cases

**BIDDING PROCEDURES**

21 In re:  
 22 Ad-Vantage Networks, Inc.,  
 23 Debtor and Debtor in Possession.

- 25  Affects Both Debtors  
 26  Affects MediaShift, Inc. Only  
 27  Affects Ad-Vantage Networks, Inc. Only

1 These sale and bidding procedures (the “**Bidding Procedures**”) govern the procedures  
2 for the sale of substantially all of the assets (collectively, the “**Assets**”) of MediaShift, Inc. and  
3 Ad-Vantage Networks, Inc. (collectively, the “**Debtors**”) pursuant to chapter 11 of title 11 of the  
4 United States Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”).

5 By motion (the “**Procedures Motion**”)<sup>3</sup> dated December 21, 2015, the above-captioned  
6 debtors and debtors in possession (collectively, the “**Debtors**”) and the Official Committee of  
7 Unsecured Creditors (the “**Committee**”) sought, among other things, approval of the Bidding  
8 Procedures governing the process and procedures for the sale of the Assets. On December 30,  
9 2015, the United States Bankruptcy Court for the Central District of California (the  
10 “**Bankruptcy Court**”), entered an order approving these Bidding Procedures (the “**Bidding  
11 Procedures Order**” [Docket No. 153]). Pursuant to the Bidding Procedures Order, the  
12 Bankruptcy Court has scheduled a hearing on **January 27, 2016, at 8:30 a.m. (prevailing  
13 Pacific Time)**, to consider the sale (the “**Sale Hearing**”).

14  
15 **I. Assets to Be Sold**

16 The Debtors intend to sell substantially all of their assets including patents, software and  
17 related intellectual property, as described more fully in the Stalking Horse APA (as defined  
18 below). Any Potential Bidder (as defined below) may obtain a detailed description of the Assets  
19 through the process described in Section II below. The Stalking Horse APA includes the terms  
20 and conditions upon which the Debtors and the Committee expect the Assets to be sold.  
21 Pursuant to section 363 of the Bankruptcy Code and in accordance with these Bidding  
22 Procedures, the Assets will be sold free and clear of all liens, claims, encumbrances, and  
23 interests.

24  
25 **II. Due Diligence**

26 Until the Bid Deadline (as defined below), the Debtors and the Committee will afford to  
27 each interested party: (i) determined by the Debtors and the Committee to be reasonably likely,  
28 to make a Qualified Bid (defined below); and (ii) who delivers an executed confidentiality  
agreement in form and substance satisfactory to the Debtors and the Committee (each, a  
“**Potential Bidder**”), reasonable access, during normal business hours and subject to  
confidentiality requirements, to the books and records of the Debtors reasonably requested by  
any Potential Bidder, to the extent provision of such access or information is not prohibited by  
applicable law and relates to the Assets. The Debtors will simultaneously distribute via their  
virtual data room in written form any additional diligence materials not previously provided to  
the Stalking Horse Bidder or any other Potential Bidder. Except as provided by applicable law  
or Bankruptcy Court order, neither the Debtors nor their representatives shall be obligated to  
furnish any information of any kind whatsoever relating to the Assets to any person or entity  
who is not a Potential Bidder and who does not comply with the requirements of these Bidding  
Procedures.

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<sup>3</sup> Capitalized terms used, but not otherwise defined herein, shall have the meanings given to them in the Procedures Motion.

1 **III. Determination of “Qualified Bidder” Status**

2 Any Potential Bidder desiring to participate in the bidding process must be deemed a  
3 “*Qualified Bidder*”. To be deemed a Qualified Bidder, a Potential Bidder must deliver to the  
4 Debtors and the Committee financial information evidencing the Potential Bidder’s ability to  
5 close the transaction satisfactory to the Debtors and the Committee, in their sole discretion, or  
6 such other information as reasonably determined by the Debtors and the Committee to support  
7 the Potential Bidder’s ability to close the transaction.

6 **IV. Bid Deadline**

7 A Qualified Bidder that desires to make a bid shall deliver written and electronic copies  
8 of such bid to the Debtors’ investment banker Houlihan Lokey Capital, Inc., Attn: Raj Dayalan /  
9 Jorge Villen, 10250 Constellation Blvd., 5th Floor, Los Angeles, CA 90067, T: 310.553.8871,  
10 F: 310.553.2173, E: [RDayalan@HL.com](mailto:RDayalan@HL.com), [JVillen@HL.com](mailto:JVillen@HL.com), so as to be received by no later  
11 than **1:00 p.m. (prevailing Pacific Time) on or before January 21, 2016** (the “*Bid  
12 Deadline*”).

11 **V. Requirements of a “Qualified Bid”**

12 To be deemed a “*Qualified Bid*” that may be considered at the Auction (as defined  
13 below), a bid must:

- 14 a. be in writing;
- 15 b. be submitted by a Qualified Bidder;
- 16 c. provide that the purchase price shall be paid in full in cash upon closing;
- 17 d. provide for (i) a minimum cash purchase price that exceeds the Stalking Horse  
18 Bid by at least \$500,000;
- 19 e. be accompanied by a cash deposit of 5% of the Qualified Bid amount (such cash  
20 deposit will be applied to the ultimate purchase price);
- 21 f. confirm the Qualified Bidder’s completion of all due diligence required by such  
22 Qualified Bidder in connection with the proposed transaction;
- 23 g. be irrevocable until the earlier of (i) the Qualified Bidder’s bid being determined  
24 by the Debtors not to be a Qualified Bid, or (ii) another Qualified Bidder’s bid  
25 for substantially all of the Assets being approved by the Bankruptcy Court;
- 26 h. be accompanied by a fully executed asset purchase agreement (the “*Modified  
27 APA*”) and a version electronically marked to show reasonable changes against  
28 the Stalking Horse APA;
- i. be, in the Debtors’ and Committee’s reasonable business judgment, on  
substantially the same or better terms as the Stalking Horse APA;

- 1 j. identify all executory contracts or unexpired leases the Qualified Bidder seeks to  
2 have assigned to it;
- 3 k. demonstrate the capacity to provide adequate assurance of future performance  
4 under all executory contracts and unexpired leases that are being assumed and  
5 assigned;
- 6 l. contain no contingencies of any kind, including evidence that the Qualified  
7 Bidder has financial resources readily available sufficient to finance the purchase  
8 of the Assets and authorization;
- 9 m. provide the that the Qualified Bidder is obligated to perform as the Reserve  
10 Bidder (as defined below) in the event the Qualified Bidder is not the Successful  
11 Bidder; and
- 12 n. be accompanied by an affirmative statement from the Qualified Bidder that (i) it  
13 has and will continue to comply with these Bidding Procedures; (ii) its bid does  
14 not entitle such Qualified Bidder to any break-up fee, termination fee, expense  
15 reimbursement or similar type of payment or reimbursement; and (iii) it waives  
16 any substantial contribution administrative expense claims under section 503(b)  
17 of the Bankruptcy Code related to bidding for the Assets.

18 The Debtors and the Committee shall jointly make a determination regarding whether a  
19 bid is a Qualified Bid and shall notify all Qualified Bidders whether their bids have been  
20 determined to be Qualified Bids by no later than **4:00 p.m. (prevailing Pacific Time) on  
21 January 22, 2016**. The Debtors and Committee reserve the right to reject any bid on any  
22 grounds.

## 23 **VI. Stalking Horse Bidder**

24 The Debtors have completed arm's length negotiations with **Mediashift Holdings, Inc.**  
25 (the "**Stalking Horse Bidder**") to serve as the stalking horse bidder. As a result of those  
26 negotiations, the Stalking Horse Bidder has submitted an initial bid of \$11,767,000<sup>4</sup> for the  
27 Assets (the "**Stalking Horse Bid**"). The Stalking Horse Bid, memorialized by an Asset  
28 Purchase Agreement by and between the Sellers and the Stalking Horse Bidder dated December  
15, 2015 (the "**Stalking Horse APA**"), shall be subject to higher and better bids pursuant to the  
terms of these Bidding Procedures and applicable law. For purposes of these Bidding  
Procedures and bidding at the Auction, the Stalking Horse Bidder is a Qualified Bidder and the  
Stalking Horse Bid is a Qualified Bid.

## 23 **VII. Negotiation of Stalking Horse Breakup Fee**

24 The Debtors have negotiated, and the Bankruptcy Court has approved, the  
25 reimbursement of the Stalking Horse Bidder for its reasonable out-of-pocket attorneys' fees and  
26 expenses incurred in connection with the transactions contemplated by the Stalking Horse APA

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27 <sup>4</sup> The Stalking Horse Bid consists of (i) a credit bid pursuant to section 363(k) of the Bankruptcy Code of  
28 Stalking Horse Bidder's allowed Secured Pre-Petition Claim, DIP Claim and Other Secured Claims in an amount  
up to \$11,067,000.00, plus (2) cash in the amount of \$700,000.

1 up to a cap of \$200,000 (the “*Expense Reimbursement*”) in the event that the winning bid  
2 exceeds the Stalking Horse Bid by at least \$5,000,000.00.

3 **VIII. Auction Process**

4 In the event that the Debtors and Committee receive more than one Qualified Bid, the  
5 Debtors will conduct an auction (the “*Auction*”) for the Assets. The Auction will take place on  
6 **January 25, 2016 at 10:00 a.m. (prevailing Pacific Time)** at Levene, Neale, Bender, Yoo &  
7 Brill L.L.P., 10250 Constellation Blvd., Suite 700, Los Angeles, CA 90067.

8 The Debtors and Committee will have the right to jointly enact detailed procedures for  
9 the conduct of the Auction at any time prior to the start of the Auction. Any rules developed by  
10 the Debtors and Committee will provide that all bids in the Auction will be made and received  
11 in one room, on an open basis, and all other Qualified Bidders participating in the Auction will  
12 be entitled to be present for all bidding with the understanding that the true identity of each  
13 Qualified Bidder will be fully disclosed to all other Qualified Bidders participating in the  
14 Auction and that all material terms of each Qualified Bid submitted in response to the Baseline  
15 Bid or to any Subsequent Overbid (as defined below) made at the Auction will be fully  
16 disclosed to all other Qualified Bidders throughout the entire Auction. All bids shall be placed  
17 on the record, which shall either be transcribed, videotaped, or recorded on an audio recording  
18 device.

19 Parties entitled to attend the Auction shall include the Debtors, the Stalking Horse  
20 Bidder, the Committee, the Qualified Bidders, the Debtors’ prepetition secured lenders  
21 possessing liens in the Assets, and each of those respective parties’ representatives. The  
22 Stalking Horse Bidder and each Qualified Bidder shall appear at the Auction in person, or  
23 through a representative who provides appropriate evidence of such person’s authority. Only a  
24 Qualified Bidder that submitted a timely Qualified Bid and the Stalking Horse Bidder shall be  
25 entitled to make bids at the Auction.

26 Prior to the Auction, the Debtors will share with all Qualified Bidders the highest and  
27 best Qualified Bid received at the Bid Deadline (the “*Baseline Bid*”). Qualified Bidders will be  
28 permitted to revise, increase, and/or enhance their bid based upon the terms of the Baseline Bid  
at the Auction. All Qualified Bidders will have the right to make additional modifications to the  
Modified APA or the Stalking Horse APA, as the case may be, at the Auction.

The Auction will be conducted in rounds and in any order the Debtors and Committee  
jointly determine. At the end of every round, the highest and best bid or bids at that time for the  
Assets will be announced. Each Qualified Bidder shall have the right to continue to improve its  
respective bid at the Auction. The initial minimum overbid shall be the Baseline Bid plus  
\$150,000 (the “*Initial Overbid*”). Thereafter, a Qualified Bidder may increase its Qualified Bid  
in any manner that it deems fit; provided, however, that each subsequent bid above the Initial  
Overbid (each, a “*Subsequent Overbid*”) must have a purchase price that exceeds the purchase  
price of the previous highest bid by at least \$100,000 of additional consideration.

The Initial Overbid and Subsequent Overbids must continue to meet each of the criteria  
of a Qualified Bid (other than the requirement that such bids be submitted by the Bid Deadline).  
The Debtors and Committee jointly reserve the right to approach any Qualified Bidder and seek  
clarification to bids at any time.

1 The Auction will continue until the Debtors and Committee jointly determine, subject to  
2 Bankruptcy Court approval, that they have received the highest and best offer for Assets (the  
3 “*Successful Bid*”) and the next highest and best Qualified Bid for the Assets as the Auction (the  
4 “*Reserved Bid*”). The Qualified Bidder submitting the Successful Bid shall become the  
5 “*Successful Bidder*” and the Qualified Bidder submitting the Reserve Bid shall be the “*Reserve*  
6 *Bidder*.”

7 The Debtors and Committee reserve the right, in their business judgment, to make one or  
8 more modifications and/or adjournments to the Auction to, among other things: (i) facilitate  
9 discussions between the Debtors and Committee, on the one hand, and individual Qualified  
10 Bidders, on the other hand; (ii) allow individual Qualified Bidders to consider how they wish to  
11 proceed; and (iii) give Qualified Bidders the opportunity to provide the Debtors and Committee  
12 with such additional evidence as the Debtors and Committee in their reasonable business  
13 judgment may require.

14 **IX. The Sale Hearing**

15 At the Sale Hearing, the Debtors and Committee will jointly seek entry of an order  
16 authorizing and approving the sale to the Successful Bidder. No later than **11:59 p.m.**  
17 **(prevailing Pacific Time) on January 13, 2016**, all objections to the relief requested at the Sale  
18 Hearing shall be filed and served in the manner prescribed in the motion to approve the sale of  
19 the Assets. The Sale Hearing may be adjourned or rescheduled from time to time. The Debtors  
20 and Committee shall provide notice of such adjournment or rescheduling to the following  
21 parties or their counsel: (i) the U.S. Trustee; (ii) the Stalking Horse Bidder; (iii) Qualified  
22 Bidders; (iv) all parties that have filed a timely objection to the sale; (v) all persons or entities  
23 known or reasonably believed to have asserted a lien in any of the Assets; and (vi) all parties  
24 that have requested notice in the Debtors’ bankruptcy cases.

25 **X. Failure to Consummate Purchase**

26 Following the Sale Hearing, if the Successful Bidder fails to consummate the closing of  
27 the sale because of a breach or failure to perform on the part of such Successful Bidder, the  
28 Debtors will be authorized, but not required, to consummate the sale with Reserve Bidder  
without further order of the Bankruptcy Court. In such case, the defaulting Successful Bidder’s  
deposit shall be forfeited to the Debtors. Additionally, the Debtors shall be entitled to seek all  
available damages from the defaulting Successful Bidder.

**XI. Return of Deposit**

The deposits of the Successful Bidder shall be applied to the Successful Bidder’s  
obligations under the Successful Bid upon closing of the transactions contemplated thereby. If a  
Successful Bidder fails to close the transactions contemplated by the Successful Bidder then  
such Successful Bidder shall forfeit its deposit.

The deposit of the Reserve Bidder shall be returned to the Reserve Bidder upon the later  
of (i) the closing of the transaction to the Successful Bidder and (ii) thirty days after the Sale  
Hearing; provided, however, that if a Successful Bidder fails to close the transactions when and  
as provided in the Successful Bid, then the deposit of the Reserve Bidder shall be applied to the  
Reserve Bidder’s obligations under the Reserve Bid upon closing of the transactions

1 contemplated thereby. If a Reserve Bidder fails to close the transactions contemplated by a  
2 Reserve Bid, then such Reserve Bidder shall forfeit its deposit.

3 All other deposits of Qualified Bidders who are not the Successful Bidder or the Reserve  
4 Bidder shall be returned within three business days after the conclusion of the Auction. The  
5 Debtors reserve all of their rights regarding any return of deposits, and the failure by the Debtors  
6 to timely return any deposits shall not serve as a claim for breach of any Qualified Bids or create  
7 any default in favor of any Qualified Bidders.

8 **XII. Modification of Bidding Procedures**

9 The Debtors and Committee may jointly amend any non-material terms of these Bidding  
10 Procedures, in their reasonable business judgment, at any time in any manner that will best  
11 promote the goals of the bidding process, including but not limited to extending or modifying  
12 any of the dates described herein.

13 **XIII. Miscellaneous**

14 Nothing in these Bidding Procedures shall prejudice a party's rights pursuant to section  
15 363(k) of the Bankruptcy Code to credit bid at the Auction; provided, however, that any party  
16 exercising credit bid rights must comply with all other provisions of these Bidding Procedures,  
17 including but not limited to the requirements for submitting a Qualified Bid.

18 Dated: January 4, 2016

**MEDIASHIFT, INC. AND  
AD-VANTAGE NETWORKS, INC.**

By: /s/ Todd M. Arnold

RON BENDER  
TODD M. ARNOLD

LEVENE, NEALE, BENDER, YOO  
& BRILL L.L.P.

Attorneys for Debtors and Debtors in Possession

19  
20 Dated: January 4, 2016

**OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS**

By: /s/ Uzzi O. Raanan

UZZI O. RAANAN

DANNING, GILL, DIAMOND & KOLLITZ, LLP

Attorneys for the Official Committee of  
Unsecured Creditors

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
10250 Constellation Blvd., Suite 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF BIDDING PROCEDURES, AUCTION DATE, AND SALE HEARING** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On January 4, 2016, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Todd M Arnold tma@lnbyb.com
- Ron Bender rb@lnbyb.com
- Stephen L Burton steveburtonlaw@aol.com
- Cathrine M Castaldi ccastaldi@brownrudnick.com
- Leslie A Cohen leslie@lesliecohenlaw.com, jaime@lesliecohenlaw.com; Brian@lesliecohenlaw.com
- Michael I Gottfried mgottfried@lgbfirm.com,  
kalandy@lgbfirm.com; cboyias@lgbfirm.com; srichmond@lgbfirm.com; sdeiches@lgbfirm.com
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- Uzzi O Raanan uor@dgdk.com, DanningGill@gmail.com; uraanan@ecf.inforuptcy.com
- Zev Shechtman zshechtman@dgdk.com, danninggill@gmail.com; zshechtman@ecf.inforuptcy.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
- George C Webster George.Webster@dbr.com, jane.gorman@dbr.com
- Aleksandra Zimonjic azimonjic@lgbfirm.com, cboyias@lgbfirm.com; sdeiches@lgbfirm.com

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:** On January 4, 2016, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on January 4, 2016, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

**SERVED BY PERSONAL DELIVERY**

The Honorable Sandra Klein  
U.S. Bankruptcy Court  
255 E. Temple Street, Courtroom 1575,  
Suite 1582  
Los Angeles, CA 90012

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

January 4, 2016

Lourdes Cruz

/s/ Lourdes Cruz

*Date*

*Printed Name*

*Signature*

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MediaShift, Inc.  
Ad-Vantage Networks, Inc.  
File No. 7652  
**RSN, Debtor, OUST MML**  
**Service by U.S. Mail or NEF if**  
**marked with an \***

Debtor  
MediaShift, Inc.  
Ad-Vantage Networks, Inc.  
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Glendale, CA 91203

Dare Law  
Office of the United States Trustee  
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Los Angeles, CA 90017

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c/o Stephen L. Burton, Esq. **NEF\***  
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Oak Brook, IL 60523-8828

Ace Communications Group Rpr  
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Mesick, MI 49668-9705

Ad-Vantage Networks, Inc.  
600 N Brand Bl #230  
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New York, NY 10003-9522

Adap.tv, Inc.  
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Alina Ebrahimiyan  
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Ste 200  
Saint Thomas 00802-6509

Aloft Group  
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Wells Fargo Bank, N.A.  
Business Direct Division  
P.O. Box 29482  
Phoenix, AZ 85038-8650

Internal Revenue Service  
District Director  
P.O. Box 2350 Room 5127  
Los Angeles, CA 90053

Amazon Web Services (AWS)  
Jeffrey P. Bezos, CEO, or Other Officer or Director  
410 Terry Avenue North  
Seattle, Washington 98109-5210

Amazon Web Services (AWS)  
Jeffrey P. Bezos, CEO, or Other Officer or Director  
PO Box 84023  
Seattle, WA 98124-8423

Hotel Internet Services (HIS)  
Attn: Gary Patrick, President, or Other Officer or  
Director  
4590 Ish Drive, Suite 120  
Simi Valley, CA 93063-7683

JetBlue Airways  
Attn: Robin Hayes, President and Chief Executive  
Officer, Martin St. George, SVP Commercial, or  
Other Officer or Director  
27-01 Queens Plaza North  
Long Island City, NY 11101-4021

Mobilitie Investments III, LLC,  
Attn: Christos Karmis, President, or Other Officer  
or Director  
2220 University Dr.  
Newport Beach, CA 92660-3319

Outfront Media Inc.  
Attn: Jeremy J. Male, Chairman and CEO Pete  
Izzo, Andrew R. Simbas, Other Officer or Director,  
or Law Department  
405 Lexington Avenue  
New York, NY 10174-0002

Ovation Networks, Inc.  
Attn: Larry J. Selensky, President & CEO  
222 3rd Ave., Suite 276  
Cedar Rapids, IA 52401-1541

Panasonic Avionics Corporation  
Attn: Paul Margis, President and Chief Executive  
Officer, Gene Connelly, Senior Vice President, or  
Other Officer or Director  
26200 Enterprise Way  
Lake Forest, CA 92630-8400

Panasonic Avionics Corporation  
c/o agent CT corporation system  
818 West Seventh St., Suite 930  
Los Angeles, CA 90017

Adap.tv, Inc.  
Attn: Tim Armstrong, Chairman & CEO  
770 Broadway  
New York, NY 10003

Alliance Data Services  
Attn: Officer or Director  
3080 Kronprindsens Gole, Suite 200  
Saint Thomas 00802-0000

Eclipse Capital Partners LLC  
c/o Corporation Service Co  
2711 Centerville Rd  
Suite 400  
Wilmington, DE 19808

Eclipse Capital Partners LLC  
Attn: Ronald Hoplamazian, President, or Other  
Officer or Director  
234 Trianon Lane  
Villanova, PA 19085

Eclipse Capital Partners LLC  
c/o Eric E. Sagerman, Esq.  
Winston & Strawn LLP  
333 S. Grand Avenue,  
38th Floor  
Los Angeles, CA 90071-1543

GenesisMedia, LLC

Attn: George Mani, Officer, or other Officer or  
Director

71 West 23rd St., Suite 903

New York, NY 10010

Houlihan Lokey Howard & Zukin

Attn: Raj Dayalan, Manager

10250 Constellation Blvd

Los Angeles, CA 90067-6802

ipCapital Licensing Co. I, LLC

ipCapital Group

Attn: John Ciannamea, Partner, John Cronin,  
Managing Director, or Other Officer, Director, or  
Manager

400 Cornerstone Dr., Suite 325

Williston, VT 05495

ipCapital Licensing Co. I, LLC

ipCapital Group

Attn: John Ciannamea, Partner, John Cronin,  
Managing Director, or Other Officer, Director, or  
Manager

426 Industrial Ave, Ste 150

Williston, VT 05495-4459

Jensen Capital Partners, LLC

Dean Jensen, Managing Partner,

2711 N. Sepulveda Blvd. #544

Manhattan Beach, CA 90266

Practics Inc.

Attn: Von Cameron, Agent for Service, Officer, and  
Director

30741 Hilltop Way

San Juan Capistrano, CA 92675

Public Storage #21106

Attn Counsel, Officer, or Director

171 S Arroyo Parkway

Pasadena, CA 91105

Skyline Partners, Intl., LLC

Attn: Dan O'Brien

1815 S Washington Street

Denver, CO 80210

5 Net Solutions

Attn: Anand Mehta,

Managing Director

22/2, Plot No 275-B

Sion West, Mumbai, Maharashtra

India, KY 40002-2000

Access Media 3, Inc.

Attn: Alan Rosenberg,

Chief Executive Officer, or Other Officer or  
Director

900 Commerce Drive, Suite 200

Oak Brook, IL 60523

Advanced Wireless Group, LLC (aka Boingo Wireless,  
Inc.)

Attn: David Hagan, Chairman and Chief Executive  
Officer, H. Scott Phillips, President and CEO, or Other  
Officer or Director

10460 NW 46th Street

Miami, FL 33178

Advanced Wireless Group, LLC (aka Boingo Wireless,  
Inc.)

Attn: David Hagan, Chairman and Chief Executive  
Officer, H. Scott Phillips, President and CEO, or Other  
Officer or Director

10960 Wilshire Blvd, 23rd Floor

Los Angeles, CA 90024

Deep Blue Communications, LLC

Attn: Brian Epstein

President and CEO, or Other Officer or Director

7 Century Hill Road

Latham, NY 12110

Direct Video Entertainment

Attn: Officer or Director

6615 Boynton Beach Blvd, 217

Boynton Beach, FL 33437

Docomo Intertouch Pte Ltd  
Attn: Officer or Director  
89 Science Park D  
Singapore 118261

Intertouch Holdings LLC  
Attn: Officer or Director  
30851 Agoura Road, Suite 102  
Agoura Hills, CA 91301

Intertouch Holdings LLC  
c/o Corporation Service Co  
2711 Centerville Rd., Suite 400  
Wilmington, DE 19808

Double Click For Publishers  
Google  
Attn: Larry Page, CEO,  
1600 Amphitheatre Parkway  
Mountain View, CA 94043

Double Click For Publishers  
Google  
Attn: Larry Page, CEO,  
33654 P.O. Box 39  
San Francisco, CA 94139

Essenture Incorporated  
Brad Commins, Agent For Service and Officer or  
Director  
19349 Flavian Ave  
Torrance, CA 90503

Federal Realty Investment Trust  
Attn: Donald C. Wood, President – Chief  
Executive Office  
12626 E. Jefferson St.  
Rockville, MD 20852

Hill Companies  
Attn: Officer or Director  
3271 Airflite Way  
Long Beach, CA 90807

Intermedia Cable Communications  
Attn: Ejaz M. Inamdar, Director  
1018 New Nana Peth  
Padamjee Path, Pune  
India 41100-2000

Pacific Telemanagement Services  
Attn: Christine Chen, Agent for Service, Justin T.  
Keane, COO, or Other Officer or Director  
2001 Crow Canyon Road, Suite 200  
San Ramon, CA 94583

Peterson Communications Group  
Attn: Greg Peterson, Agent for Service, or Other  
Officer or Director  
827 Arnold Dr # 140  
Martinez, CA 94553

Pure Pages  
Attn: Officer or Director  
504 Iroquois Shore Road, Unit 11,  
Oakville ON L6H 3K4 CANADA

Social Wi-Fi Marketing Attn: Artur Racicki,  
President or Other Officer or Director  
Social WiFi, Inc.  
180 Sansome Street  
San Francisco, CA 94104

SWS Realty  
Attn: Taghi Shoraka, President, or Other Officer or  
Director  
600 N. Brand Blvd.  
Glendale, CA 91203

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SWS Realty  
Attn: Taghi Shoraka, President, or Other Officer or  
Director  
1125 East 17th St #N559  
Santa Ana, CA 92701

TelePacific  
Attn: Richard Jalkut, President  
Attn: Office of General Counsel  
515 S. Flower Street, 47th  
Los Angeles, CA 90071

The Network Operations Company  
Attn: Officer or Director  
44 South Dixie Highway  
Saint Augustine, FL 32084

Uniguest, Inc.  
Attn: Joseph P. Morgan, Jr., Chief Executive, or  
Other Officer or Director  
1035 Acorn Dr.  
Nashville, TN 37210

Uniguest, Inc.  
Attn: Joseph P. Morgan, Jr., Chief Executive, or  
Other Officer or Director  
2926 Kraft Drive  
Nashville, TN 37204

United Solution LLC  
Attn: Officer or Director  
3909 Westpoint Blvd., Suite F  
Winston Salem, NC 27103

Wi-Fi Guys, LLC  
Attn: Jay Lewis, Tom Sullivan, and Chris Swanson,  
Officers and Directors, or Other Officer or Director  
7265 Highway 1  
Finland, MN 55603

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AdRoll  
Attn: Peter Krivkovich , CFO  
972 Mission Street  
San Francisco, California 94103

Amazon, Inc.  
Attn: Jeff Blackburn, SVP - Corporate and Business  
Development  
Peter Krawiec, VP - Corporate Development  
410 Terry Avenue North  
Seattle, WA 98109

AOL Inc.  
Attn: Alexis Gonzalez, Corporate Development  
770 Broadway  
New York, NY 10003

Apple Inc.  
Attn: Brian Scelfo, Corporate Development  
1 Infinite Loop  
Cupertino, CA 95014

Boingo Wireless, Inc.  
Attn: David Hagan, CEO  
Peter Hovenier, CFO  
10960 Wilshire Boulevard, 23rd Floor  
Los Angeles, CA 90024

Criteo  
Attn: Jean-Baptiste Rudelle, CEO  
Benoit Fouilland, CFO  
Byron Deeter, Board Member  
387 Park Ave South 12th Floor  
New York, NY 10016

Criteo  
Attn: Jean-Baptiste Rudelle, CEO  
Benoit Fouilland, CFO  
Byron Deeter, Board Member  
32 rue Blanche, Paris,  
Ile-de-France 75009

Facebook, Inc.  
Attn: David Wehner, CFO  
Gary Johnson, Corporate Development  
1 Hacker Way  
Menlo Park, CA 94025

Dell Inc.  
Attn: Alfonso Calderon, Corporate Development  
2300 West Plano Parkway  
Plano, TX 75075

Google Inc.  
Attn: Maria Shim, Corporate Development  
1600 Amphitheatre Parkway  
Mountain View, CA 94043

Gogo Inc.  
Attn: Norman Smagley, CFO  
Varvara Alva, VP - Investor Relations, Treasurer  
111 North Canal  
Chicago, IL 60606

IBM Corporation  
Attn: Cameron Potts, Corporate Development  
1 New Orchard Road  
Armonk, NY 10504

Hew-lett Packard (Aruba Networks)  
Attn: Peter Cellarius (Aruba) , VP - Business &  
Corporate Development  
Andrew Leonard, Corporate Development - HP  
1344 Crossman Avenue  
Sunnyvale, CA 94089

Oracle Corporation  
Attn: Douglas Kehring, Corporate Development  
500 Oracle Parkway  
Redwood City, CA 94065

Hewlett Packard (Aruba Networks)  
Attn: Peter Cellarius (Aruba) , VP - Business &  
Corporate Development  
Andrew Leonard, Corporate Development - HP  
1501 Page Mill Road  
Palo Alto, CA 94304

Sony Corporation  
Attn: Yurika Kamitani, Senior General Manager  
1-7-1 Konan Minato-ku  
Tokyo 108-0075, Japan

Microsoft Corporation  
Attn: Matthew Lapsen, Corporate Development  
One Microsoft Way  
Redmond, WA 98052

Twitter Inc.  
Attn: Anthony Noto, CFO, Corporate Development  
Rishi Garg, Former Head - Corporate Development  
1355 Market Street, Suite 900  
San Francisco, CA 94103

Sizmek  
Attn: Neil Nguyen, CEO  
Scott Ginsburg, Board Member  
500 West 5th Street, Suite 900  
Austin, TX 78701

Yelp Inc.  
Attn: Jay Ganatra, Senior Manager - Corporate  
Development  
140 New Montgomery Street 9th Floor  
San Francisco, CA 94105

TubeMogul, Inc.  
Attn: Paul Joachim, CFO  
1250 53rd Street, Suite 1  
Emeryville, CA 94608

Charter Communications  
Attn: David Housman, Director - New Business  
Development  
Charles Fisher, SVP - Corporate Finance  
400 Atlantic Street  
Stamford, CT 06901

Yahoo Inc.  
Attn: Jacqueline Reses, Corporate Development  
Steve Fan, VP - Corporate Development  
Kerri Damm, Coverage of ad tech  
701 First Avenue  
Sunnyvale, CA 94089

Dish Network  
Attn: Charlie Ergen, Chairman of the Board of Directors  
9601 South Meridian Boulevard  
Englewood, CO 80112

Cablevision Systems Corporation  
Attn: Bret Richter, Corporate Development  
1111 Stewart Avenue  
Bethpage, NY 11714

Raycom Media  
Attn: Paul H. McTear Jr., CFO  
Pat LaPlatney, SVP  
Melissa Thurber, SVP, CFO  
Susana Schuler, SVP  
201 Monroe Street RSA Tower, 20th Floor  
Montgomery, AL 36104

Comcast Corporation  
Attn: Alexander D. Evans, Executive VP - Global  
Corporate Development and Strategy  
Joseph McGinley, VP - Corporate Development  
Comcast Center  
1701 JFK Boulevard  
Philadelphia, PA 19103

AT&T Inc.  
Attn: Austin Summerford, Corporate Development  
Martin Clifford, Director, Corporate Development  
Mark Overton, Associate - Corporate Development  
208 South Akard Street  
Dallas, TX 75202

Optimum  
Attn: Bret Richter, Corporate Development  
1111 Stewart Avenue  
Bethpage, NY 11714

DOCOMO interTouch  
Attn: Charles Reed, CEO  
89C, Science Park Drive #03-09/12 The Rutherford  
Singapore Science Park I,  
Singapore 118261

Time Warner Cable  
Attn: Satish Adige, SVP - Mergers & Acquisitions  
One Time Warner Center  
New York, NY 10019

KDDI Corporation  
Attn: Takashi Shigeno, GM - Global Strategy  
Daichi Nozaki, President & COO  
Garden Air Tower 10-10, Iidabashi 3-chome Chiyoda-  
ku  
Tokyo 102-8460, Japan

CenturyLink  
Attn: R. Ewing, Corporate Development  
Bryan M. Taylor, VP - Corporate Development  
100 CenturyLink Drive  
Monroe, LA 71203

NTT Communications  
Attn: Hiromasa Takaoka, Senior Director  
Daisuke Oshima, Corporate Development  
Fumitake Matsuoka, Senior Manager - Corporate  
Development  
1-1-6 Uchisaiwai-cho Chiyoda-ku  
Tokyo 100-8019, Japan

Frontier  
Attn: Heath Simpson, Corporate Development  
401 Merritt 7  
Norwalk, CT 06851

SoftBank Group Corp.  
Attn: Ruwin Perera, Corporate Development  
1-9-1 Higashi-shimbashi Minato-ku  
Tokyo 105-7303, Japan

Liberty Global  
Attn: Ankur Prakash, Vice President  
161 Hammersmith Road  
London W6 8BS, United Kingdom

T-Mobile International AG  
Attn: Peter Ewens, Corporate Development  
Jeff Giard, Corporate Development  
12920 South East 38th Street  
Bellevue, WA 98006

Singtel Telecommunications Ltd.  
Attn: Jennifer Lin, Manager, Corporate Development  
31 Exeter Road #18-00 Comcentre  
Singapore 239732, Singapore

Amphenol Corporation  
Attn: Robert Stewart, VP - Market Development  
Patrick Gillard, VP - Treasurer, Acquisitions, Risk  
Management  
358 Hall Avenue PO Box 5030  
Wallingford, CT 06492

Sprint Corporation  
Attn: Michael Schwartz, Corporate Development  
6200 Sprint Parkway  
Overland Park, KS 66251

Cisco Systems, Inc.  
Attn: Kay Min, Director Corporate Development  
170 West Tasman Drive  
San Jose, CA 95134

Verizon Communications  
Attn: Alexis Gonzalez, Corporate Development  
1095 Avenue of the Americas  
New York, NY 10036

Echo Star  
Attn: Charlie Ergen, Chairman  
100 Inverness Terrace East  
Englewood, CO 80112

Belden Incorporated  
Attn: Ross Rosenberg, Senior Vice President of  
Strategy & Corporate Development  
1 North Brentwood Boulevard 15th Floor  
St. Louis, MO | 63105

Fujitsu Ltd.  
Attn: Sugawara Michitaka, CEO  
Horibe Tatsuo, CFO  
Shiodome City Center 1-5-2 Higashi-Shimbashi Minato-  
ku  
Tokyo 105-7123 Japan

CommScope Inc.  
Attn: Patrick Manning, VP Corporate Development  
1100 CommScope Place, SE  
Hickory, NC 28602

Ruckus Wireless  
Attn: Bart Burstein, SVP Operations & Business  
Development  
350 West Java Drive  
Sunnyvale, CA 94089

Ericsson  
Attn: Hans Vestberg, CEO  
Jan Frykhammar, CFO  
Hyacinth DeAlmeida, Corporate Development  
Torshamnsgatan 21 Kista  
Stockholm, Stockholm County 164 83  
Sweden

Outfront Media  
Attn: Andy Sriubas, EVP - Strategic Planning &  
Development  
405 Lexington Avenue 17th Floor  
New York, NY 10174

Juniper Networks  
Attn: Rami Rahim, CEO  
Robyn Denholm, CFO  
Domenic Perri, Corporate Development  
1133 Innovation Way  
Sunnyvale, CA 94089

Clear Channel Outdoor  
Attn: Paul J. Meyer, CEO  
99 Park Avenue, 2nd Floor  
New York, NY 10016

Samsung Electronics Co. Ltd.  
Attn: Kwon Oh-Hyun, CEO  
Sang-Hoon Lee, CFO  
129, Samsung-ro, Yeongtong-gu,  
Suwon-si, Gyeonggi-do, South Korea

Altice  
Attn: Burkhard Koep, Head of Business Development &  
M&A  
Cattenbroekerdijk 4 B  
Woerden, Utrecht 3446 HA  
Netherlands

Lamar Advertising  
Attn: Keith A. Istre, CFO  
5321 Corporate Boulevard  
Baton Rouge, LA 70808

Rovi Corporation  
Attn: Sean Matthews, EVP, Strategy and Corporate  
Development  
2830 De La Cruz Boulevard  
Santa Clara, CA 95050

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Communitiy Newspaper Holdings  
Attn: Donna Barrett, President and CEO  
Steve McPhaul, Sr. VP of Corporate Operations  
445 Dexter Avenue, Suite 7000  
Montgomery, AL 36104

Clearlake Capital  
Attn: Behdad Eghbali, Head Partner  
233 Wilshire Boulevard, Suite 800  
Santa Monica, CA 90401

Cable One, Inc.  
Attn: Matthew Armstrong, VP - Strategic Planning and  
Finance  
210 East Earll Drive  
Phoenix, AZ 85012

OPENAIR Equity Partners  
Attn: Lance LeMay, Managing Director  
4520 Main Street Suite 1400  
Kansas City, MO 64111

Ubiquiti Networks  
Attn: John Sanford, Corporate Vice President  
2580 Orchard Parkway  
San Jose, CA 95131

Vector Capital  
Attn: David Ramazetti, Managing Director  
One Market Street Steuart Tower 23rd Floor  
San Francisco, CA 94105

JAS Financial Services  
Attn: James Skelton, Managing Member  
1603 Orrington Avenue, Suite 600  
Evanston , IL 60201

The Gores Group  
Attn: Barrett Sprowl, Vice President  
9800 Wilshire Boulevard  
Los Angeles, CA 90212

# EXHIBIT "2"

1 RON BENDER (SBN 143364)  
2 TODD M. ARNOLD (SBN 221868)  
3 LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.  
4 10250 Constellation Boulevard, Suite 1700  
5 Los Angeles, California 90067  
6 Telephone: (310) 229-1234  
7 Facsimile: (310) 229-1244  
8 Email: rb@lnbyb.com; tma@lnbyb.com  
9  
10 Attorneys for Chapter 11 Debtors & Debtors in Possession

11  
12 UZZI O. RAANAN (SBN 162747)  
13 ZEV SHECHTMAN (SBN 266280)  
14 DANNING, GILL, DIAMOND & KOLLITZ, LLP  
15 1900 Avenue of the Stars, 11th Floor  
16 Los Angeles, California 90067  
17 Telephone: (310) 277-0077  
18 Facsimile: (310) 277-5735  
19 Email: [uraanan@dgdk.com](mailto:uraanan@dgdk.com), [zshechtman@dgdk.com](mailto:zshechtman@dgdk.com)  
20  
21 Attorneys for Official Committee of Unsecured Creditors

22  
23 **UNITED STATES BANKRUPTCY COURT**  
24 **CENTRAL DISTRICT OF CALIFORNIA**  
25 **LOS ANGELES DIVISION**  
26

27 In re:  
28  
29 MediaShift, Inc.,  
30  
31 Debtor and Debtor in Possession.

Lead Case No.: 2:15-bk-25024-SK  
(Jointly administered with:  
Case No. 2:15-bk-25030-SK)  
  
Chapter 11 Cases

**NOTICE OF AUCTION AND HEARING  
ON JOINT MOTION AUTHORIZING A  
SALE OF SUBSTANTIALLY ALL OF THE  
DEBTORS' ASSETS FREE AND CLEAR  
OF ALL LIENS, CLAIMS,  
ENCUMBRANCES AND INTERESTS**

32 In re:  
33  
34 Ad-Vantage Networks, Inc.,  
35  
36 Debtor and Debtor in Possession.

Hearing:  
Date: January 27, 2016  
Time: 8:30 a.m.  
Place: Courtroom 1575  
255 East Temple Street  
Los Angeles, CA 90012

- 37  Affects Both Debtors  
38  Affects MediaShift, Inc. Only  
39  Affects Ad-Vantage Networks, Inc. Only  
40

1 **ALL PARTIES IN INTEREST- PLEASE TAKE NOTICE OF THE**  
2 **FOLLOWING:**

3 MediaShift Holdings, Inc. and Ad-Vantage Networks, Inc., chapter 11 debtors and  
4 debtors in possession (collectively, the “Debtors”) and the Official Committee of Unsecured  
5 Creditors (the “Committee”) shall file a Joint Motion for an Order (A) Authorizing the Sale of  
6 Substantially All of the Debtors’ Assets Free and Clear of All Liens, Claims, Encumbrances and  
7 Interests; (B) Authorizing the Assumption and Assignment of Certain Executory Contracts; and  
8 (C) Granting Related Relief, by no later than January 6, 2016 (the “Sale Motion”).

9 **Assets to Be Sold**

10 The Debtors propose to sell substantially all of their assets (the “Assets”) to MediaShift  
11 Holdings, Inc. (the “Stalking Horse Bidder”) or to the party that submits the highest and best  
12 bid. The Debtors further propose to assume and assign certain executory contracts (the  
13 “Purchased Contracts”) associated with the Assets.

14 **Sale Free and Clear of Liens, Claims, Encumbrances and Interests**

15 Pursuant to section 363(b) and (f) of the United States Code, 11 U.S.C. §§ 101-1532 (the  
16 “Bankruptcy Code”), and subject to any orders entered by the Court, the Debtors will seek  
17 authority to sell all rights, title, and interest in the Sale Assets to the Stalking Horse Bidder or  
18 the Qualified Bidder<sup>1</sup> submitting the highest and best Qualifying Bid in accordance with the  
19 Bidding Procedures, in either case, free and clear of any liens, claims, encumbrances, and  
20 interests, with all such liens, claims, encumbrances and interests attaching to the proceeds of  
21 such sale.

22 **Auction And Bidding Procedures**

23 **A. The Auction**

24 In the event the Debtors and Committee receive more than one Qualified Bid, the  
25 Debtors and Committee will conduct an auction (the “Auction”) for all of the Assets on  
26 **January 25, 2016** commencing at **10:00 a.m. (prevailing Pacific Time)** at Levene, Neale,  
27 Bender, Yoo & Brill L.L.P., 10250 Constellation Blvd., Suite 700, Los Angeles, CA 90067.  
28 Only parties submitting Qualified Bids will be invited to participate in the Auction.

**B. The Bidding Procedures**

The Bidding Procedures, which are available upon request by contacting the undersigned, set forth the process by which the Debtors and Committee seek to conduct the Auction. Participating bidders at the Auction will include the Stalking Horse Bidder and any potential purchaser that satisfies the requirements set forth in the Bidding Procedures.

<sup>1</sup> Unless otherwise defined herein, capitalized terms used herein have the meanings to be given to them in the Sale Motion and exhibits attached thereto.

1 **C. The Sale Hearing**

2 The Court will hold a hearing (the “Sale Hearing”) on the Sale Motion on **January 27,**  
3 **2016 at 8:30 a.m.** prevailing Pacific Time before the Honorable Judge Sandra L. Klein, United  
4 States Bankruptcy Court for the Central District of California, Edward R. Roybal Federal  
5 Building and Courthouse, 255 E. Temple Street, Suite 1582, Los Angeles, California 90012. At  
6 the Sale Hearing, the Debtors and Committee will seek approval of the proposed sale of the Sale  
Assets. Objections, if any, to the Sale Motion must be filed with the Court and served upon  
parties in interest so as to be received no later than **11:59 p.m. (prevailing Pacific Time),**  
**January 13, 2016.**

7 **D. Assumption of Contracts and Leases**

8 As part of the sale of substantially all of the Debtors’ assets, the Debtors propose to  
9 assume and assign the Purchased Contracts. A list of the Purchased Contracts may be obtained  
10 from the Debtors.

11 If you are a party to a Purchased Contract, you will receive a separate motion or notice,  
12 which will identify the contracts or leases to be assigned, the identity of the assignee, and the  
13 amount, if any, to be paid as a “cure amount” under section 365 of the Bankruptcy Code.  
14 Objections, if any, to the assumption and assignment of any Purchased Contracts, or to any  
15 proposed Cure Costs therein, must be filed with the Court and served upon parties in interest so  
16 as to be received on or before **January 13, 2016.**

15 **D. Complete Copies**

16 Complete copies of the Sale Motion and related documents may be obtained contacting  
17 counsel for the Debtors: Levene, Neale, Bender, Yoo & Brill L.L.P., Attn: Ron Bender, Esq. and  
18 Todd M. Arnold, Esq., 10250 Constellation Blvd., Suite 700, Los Angeles, CA 90067, Ph 310-  
229-1234, Fax 310-229-1234, Email [rb@lnbyb.com](mailto:rb@lnbyb.com), [tma@lnbyb.com](mailto:tma@lnbyb.com)

19 Dated: January 4, 2016

**MEDIASHIFT, INC. AND  
AD-VANTAGE NETWORKS, INC.**

20 By: /s/ Todd M. Arnold

21 RON BENDER  
TODD M. ARNOLD

22 LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.  
23 Attorneys for Debtors and Debtors in Possession

24 Dated: January 4, 2016

**OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS**

25 By: /s/ Uzzi O. Raanan

26 UZZI O. RAANAN  
27 DANNING, GILL, DIAMOND & KOLLITZ, LLP  
28 Attorneys for the Official Committee of Unsecured Creditors

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
10250 Constellation Blvd., Suite 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF AUCTION AND HEARING ON JOINT MOTION AUTHORIZING A SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On January 4, 2016, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Todd M Arnold tma@lnbyb.com
- Ron Bender rb@lnbyb.com
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Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:** On January 4, 2016, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on January 4, 2016, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

**SERVED BY PERSONAL DELIVERY**

The Honorable Sandra Klein  
U.S. Bankruptcy Court  
255 E. Temple Street, Courtroom 1575,  
Suite 1582  
Los Angeles, CA 90012

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

January 4, 2016

Lourdes Cruz

/s/ Lourdes Cruz

Date

Printed Name

Signature

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MediaShift, Inc.  
Ad-Vantage Networks, Inc.  
File No. 7652  
**RSN, Debtor, OUST MML**  
**Service by U.S. Mail or NEF if**  
**marked with an \***

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# EXHIBIT "3"

**ASSET PURCHASE AGREEMENT**

*by and among*

**MEDIASHIFT, INC.**

*and*

**AD-VANTAGE NETWORKS, INC.**

*as Sellers;*

*and*

**MEDIASHIFT HOLDINGS, INC.**

*as Buyer*

**DATED AS OF DECEMBER 14, 2015**

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## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** (this “Agreement”), dated as of December 14, 2015, is made by and among MEDIASHIFT, INC., a Nevada corporation (“MediaShift”), AD-VANTAGE NETWORKS, INC., a Delaware corporation and wholly owned subsidiary of MediaShift (“AdVantage”), jointly and severally (each, a “Seller” and, collectively, “Sellers”), and MEDIASHIFT HOLDINGS, INC., a Delaware corporation (“Buyer”). Buyer and Sellers are sometimes referred to herein each as a “Party” and, collectively, as the “Parties”.

### RECITALS

**WHEREAS**, Sellers operate a digital advertising technology and services business under the MediaShift name (the “Business”), using technology owned by MediaShift and/or AdVantage, including the MediaShift Monetization Platform (as described in MediaShift’s website at www.mediashift.com);

**WHEREAS**, the business (the “Excluded Business”) previously operated by Travora Networks, Inc., a Delaware corporation and wholly owned subsidiary of MediaShift (“Travora”), is not included within the Business, and those assets of Travora used exclusively in the Excluded Business, including the name and trademark “Travora” and certain specified Internet domains, are not included in the Purchased Assets;

**WHEREAS**, on September 30, 2015, Sellers commenced cases (the “Bankruptcy Cases”) under Chapter 11 of Title 11 of the United States Code (as it may be amended from time to time as applicable to the Bankruptcy Cases, the “Bankruptcy Code”) in the United States Bankruptcy Court for the Central District of California (the “Bankruptcy Court”) (the date of such commencement being referred to as the “Petition Date”);

**WHEREAS**, Sellers continue in possession of their assets and are authorized under the Bankruptcy Code to continue the operation of the Business as debtors-in-possession;

**WHEREAS**, on and subject to the terms and conditions set forth in this Agreement, Sellers desire to sell, transfer and assign to Buyer, and Buyer desires to acquire and assume from Sellers, pursuant to Sections 363 and 365 of the Bankruptcy Code, the Purchased Assets and Assumed Liabilities, in exchange for the Total Consideration (each as defined below), all as more specifically provided herein;

**WHEREAS**, the board of directors of each Seller has determined, based on an exercise of business judgment, that it is advisable and in the best interests of their respective estates and the beneficiaries of such estates to consummate the transactions provided for herein pursuant to the Bidding Procedures Order and the Sale Order (each as defined below) and has approved this Agreement; and

**WHEREAS**, the transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court and will be consummated only pursuant to the Sale Order to be entered in the Bankruptcy Cases;

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

## **ARTICLE I**

### **DEFINITIONS**

**Section 1.1. Definitions.** As used in this Agreement, the following terms have the corresponding meanings:

“Affiliate” of any Person means any other Person controlling, controlled by, or under common control with such first Person, where “control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, by Contract, or otherwise.

“Agreement” is defined in the preamble.

“Alternative Proposal” means any agreement to which the Sellers or any of them is a party, providing for the direct or indirect sale of all or any substantial part of the Purchased Assets or the Business, whether in the form of a merger, stock sale, asset sale, recapitalization, reorganization, joint venture, or other transaction, other than this Agreement or any other agreement to which Buyer or any of its Affiliates or designees is a party.

“Ancillary Agreements” means the Assignment and Assumption Agreement, Bill of Sale, Proprietary Rights Assignments, and each other document and instrument required to be delivered in connection with the transactions contemplated by this Agreement.

“Assigned Contracts” is defined in Section 2.1(c).

“Assignment and Assumption Agreement” is defined in Section 4.2.

“Assumed Liabilities” is defined in Section 2.3.

“Avoidance Actions” means causes of action under Chapter 5 of the Bankruptcy Code, including Sections 502(d), 544, 545, 547, 548, 549 and 550, or any other avoidance actions under the Bankruptcy Code belonging to Sellers and their estates.

“Bankruptcy Cases” are defined in the recitals.

“Bankruptcy Code” is defined in the recitals.

“Bankruptcy Court” is defined in the recitals.

“Bidding Procedures Order” means a Final Order of the Bankruptcy Court, substantially in the form attached hereto as Schedule B or as otherwise approved by Buyer in its sole and absolute discretion.

“Bill of Sale” is defined in Section 4.3.

“Books” is defined in Section 2.1(l).

“Bridge Loan Agreement” is defined in Section 3.1(a).

“Business” is defined in the recitals.

“Business Day” means each day other than a Saturday, Sunday or other day on which commercial banks in California are authorized or required by Law to close.

“Buyer” is defined in the preamble.

“Buyer Representatives” is defined in Section 7.4(a).

“Buyer’s Other Secured Notes” is defined in Section 3.1(b).

“Buyer’s Secured Claim” is defined in Section 3.1(c).

“Cash Increment” is defined in Section 3.1(d).

“Claim” has the meaning given to such term in Section 101(5) of the Bankruptcy Code.

“Closing” is defined in Section 4.1.

“Closing Date” is defined in Section 4.1.

“Credit Bid Amount” is defined in Section 3.1(e).

“Credit Bid Claims” is defined in Section 3.1(f).

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

“Committee” is defined in Section 2.1(l).

“Confidential Information” is defined in Section 7.5(a).

“Consent” means any consent, approval, authorization, clearance, exemption, waiver, ratification or similar affirmation by, or filing with or notification to, any Governmental Entity or other Person.

“Contract” means any written or oral agreement, arrangement, commitment, contract, indenture, instrument, lease, license, promise, undertaking or other obligation of any kind or character, or other obligation that is binding on any Person or its properties or business.

“Cure Amounts” means any and all amounts required, as a condition to assumption and assignment, to be paid to a non-debtor party to an Assigned Contract pursuant to Section 365(b) of the Bankruptcy Code.

“Delphi” means Delphi Media Holdings, LLC, a Delaware limited liability company and indirect wholly owned subsidiary of MediaShift.

“DIP Claim” is defined in Section 3.1(g).

“DIP Lender” is defined in Section 3.1(h).

“DIP Loan Facility” is defined in Section 3.1(i).

“Disclosure Schedule” is defined in the preamble to Article V.

“Employee” means (i) any employee, co-employee, shared employee, or independent contractor engaged or employed (or at any relevant time engaged or employed) by or for the Sellers, or either of them, or (ii) any such person at any relevant time engaged or employed by any Affiliate of a Seller, to the extent such person was in engaged or employed in connection with, or working in whole or in part for, the Business.

“Employee Claim” means any Claim, demand, action, or cause of action made or brought by any Employee, including any Claim made pursuant to any applicable Laws relating to employment standards, occupational health and safety, labor relations, workers compensation, pay equity, employment equity, minimum wage, overtime, tip credit, the Consolidated Omnibus Budget Reconciliation Act, WARN Act, the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the Family and Medical Leave Act or the Fair Labor Standards Act or any other federal, state or local, statutory or decisional Law regarding employment discrimination or employee benefits, and any , damage, loss, cost, Liability or expense, including legal costs, relating thereto or resulting therefrom.

“Employee Obligations” means all wages, bonuses, incentive, equity, equity-based or similar compensation obligations, deferred compensation arrangements, vacation pay, sick time, pension payments, overtime pay, change of control payments, severance pay and any other termination or severance obligations and any other compensation or obligation which may be due by statute, contract or Law relating to any engagement or employment of Employees.

“Excluded Assets” is defined in Section 2.2.

“Excluded Business” is defined in the recitals.

“Final Order” means an Order, judgment, or other decree of the Bankruptcy Court or other Governmental Entity that has not been vacated, reversed, modified, amended, or stayed, and for which the time to further appeal or seek review or rehearing has expired with no appeal, review or rehearing having been filed or sought.

“Financial Statements” is defined in Section 5.7(a).

“GAAP” means generally accepted accounting principles of the United States, consistently applied.

“Glendale Office Lease” means that certain Rental Agreement by and between MediaShift and SWS Realty, LLC dated January 10, 2012, relating to the Glendale Office Property, in the form provided to Buyer prior to the execution and delivery of this Agreement.

“Glendale Office Property” means the real property leased by MediaShift at 600 North Brand Blvd., Suite 230, Glendale, California 91203.

“Governmental Entity” shall mean any United States or foreign court, administrative or regulatory agency or commission or other United States or foreign, federal, state, county or local governmental authority, instrumentality, agency or commission.

“Indebtedness” of any Person means, without duplication, (i) the principal and interest of, and premium (if any) in respect of, (A) indebtedness of such Person for money borrowed and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (ii) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable and other accrued liabilities arising in the Ordinary Course of Business); (iii) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker’s acceptance or similar credit transaction; (v) all obligations of the type referred to in clauses (i) through (iv) of other Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor or otherwise, including guarantees of such obligations; and (vi) all obligations of the type referred to in clauses (i) through (v) of other Persons secured by any Lien on any property or asset of such Person (whether or not such obligation is assumed by such Person).

“Knowledge” A Person will be deemed to have “Knowledge” of a particular fact or other matter, if a prudent Person would be expected to learn of such fact or matter in the course of conducting a reasonable investigation into the accuracy of the representations and warranties contained in this Agreement. The “Knowledge” of Sellers shall be deemed to be the Knowledge of the Named Individuals.

“Law” means any federal, state, local or foreign law, statute, ordinance, rule, regulation, Order, and any other executive or legislative proclamation.

“Liability” means, with respect to any Person, any liability or obligation of any kind, whether known or unknown, absolute or contingent, asserted or unasserted, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined or determinable and regardless of whether the same is required to be disclosed on the financial statements of such Person.

“Lien” means, with respect to any asset or other property interest, any and all liens (whether contractual, statutory or otherwise), hypothecations, encumbrances, security interests,

mortgages, pledges, restrictions, charges, claims, instruments, licenses, preferences, priorities, security agreements, easements, covenants, encroachments, reservations, defects of title, options, warrants, trusts or deemed trusts (whether contractual, statutory or otherwise), obligations, liabilities, demands, guarantees, restrictions, contractual commitments, rights, or other interest in the subject property, including without limitation any right of recovery, Tax (including foreign, federal, state and local Tax), order of any Governmental Entity, rights of first refusal and rights of set-off, executions, levies, penalties, charges, or other financial or monetary claims, adverse claims, rights of use, or other Claim there against or therein, of any kind or nature (including (a) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing, (b) any assignment, deposit or other arrangement in the nature of a security device, (c) any claims based on any theory that Buyer is a successor, transferee or continuation of Sellers or the Purchased Assets, and (d) any leasehold interest, license or other right, in favor of a person other than Buyer, to use any portion of the Purchased Assets), whether arising prior to or subsequent to the commencement of Sellers' chapter 11 cases, whether or not they have attached or been perfected, registered or filed and whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown, legal, equitable, possessory or otherwise, actual or threatened civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, complaint, suit, investigation, dispute, petition or proceeding by or before any Governmental Entity or Person at law or in equity whether imposed by agreement, understanding, law, equity or otherwise, and any claim or demand resulting therefrom respect of such asset or property interest.

“Litigation” means any suit, action, arbitration, cause of action, claim, complaint, criminal prosecution, investigation, demand letter, governmental or other administrative proceeding, whether at law or at equity.

“Material Adverse Effect” means, with respect to any Person, any change, effect, or circumstance after the date hereof that (a) has or would reasonably be expected to have a material adverse effect on the business, operations, prospects, assets, results of operations or condition (financial or other) of such Person and its Subsidiaries, taken as a whole, other than such changes, effects or circumstances demonstrably attributable to: (i) economic conditions generally in the United States, or conditions in general in the industry and markets in which such Person conducts its businesses, except to the extent such changes materially and disproportionately affect, in an adverse manner, such Person and its Subsidiaries considered as a whole, (ii) any change in the Laws or regulations generally applicable to the industry or markets in which such Person and its Subsidiaries operate, except to the extent such changes materially and disproportionately affect, in an adverse manner, such Person and its Subsidiaries considered as a whole, or (iii) the entry into and consummation of this Agreement or any of the Ancillary Agreements; or (b) prevents Sellers or Buyer, as applicable, from consummating the transactions contemplated hereby in spite of the use of all commercially reasonable efforts to consummate such transactions.

“Named Individuals” means David Grant, Rick Baran, and Mike Spalter.

“Negated Credit Bid Amount” is defined in Section 3.3(b).

“Order” means any administrative decision or award, decree, injunction, judgment, order, quasi-judicial decision or award, ruling, or writ of any federal, state, local or foreign or other court, arbitrator, mediator, tribunal, administrative agency or authority.

“Ordinary Course of Business” means actions that are consistent in nature, scope and magnitude with the past practices of Sellers relating to the Business, taken in the ordinary course of the normal day-to-day operations of such Party.

“Other Secured Claimant” is defined in Section 3.1(j).

“Other Secured Claims” is defined in Section 3.1(k).

“Owned IP” means any and all Proprietary Rights owned or purported to be owned by the Sellers, or in which the Sellers have an ownership interest, including all Proprietary Rights registered to any of the Sellers.

“Party” and “Parties” have the respective meanings ascribed thereto in the preamble.

“Permit” means all permits, licenses, franchises, approvals, certificates, consents, waivers, concessions, exemptions, orders, registrations, notices or other authorizations of any Governmental Entity necessary for the ownership, lease and/or operation of the Purchased Assets and the carrying on of the Business as currently conducted by Sellers.

“Permitted Exceptions” means (i) statutory Liens for current Taxes, assessments or other governmental charges not yet delinquent; (ii) mechanics’, carriers’, workers’, repairers’ and similar Liens arising or incurred in the Ordinary Course of Business; (iii) in the case of any Purchased Asset that constitutes a leasehold interest in personal property, the title of the lessor of such property under the applicable lease; and (iv) any Liens associated with or arising in connection with any Assumed Liabilities.

“Person” means any individual, partnership, joint venture, limited liability company, corporation, trust, unincorporated organization, group, or government or other department or agency thereof, or other entity.

“Petition Date” is defined in the recitals.

“Property Tax Returns” is defined in Section 7.6(a).

“Proprietary Rights” means all registered and unregistered intellectual property rights and related priority rights, including all of the following items along with all income, royalties, damages, equitable relief and payments due or payable prior to or at the Closing or thereafter (including damages, equitable relief and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world): (i) patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice) and any reissue, continuation, continuation-in-part, division, revision, extension or reexamination thereof; (ii) trademarks, service marks, industrial designs, trade dress, internet domain names and web sites, logos,

topographies, trade names and corporate names, including the names “MediaShift” and “Ad-Vantage,” together with all goodwill associated therewith; (iii) registered and unregistered copyrights, copyrightable works and mask works; (iv) trade secrets and confidential or proprietary information (including ideas, formulae, compositions, know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial, business and marketing plans, and customer and supplier lists, pricing and cost information, business and marketing plans and proposals, and related information); (v) Software and Software systems (including data, databases and related documentation) owned and/or used by a party; (vi) licenses or other agreements to or from third parties regarding the foregoing; (vii) all copies and tangible embodiments of the foregoing (in whatever form or medium); and (viii) any and all registrations, applications or renewals of, or rights to use or exploit, any of the foregoing, including, in each case, all such Proprietary Rights relating to the Technology and the Software.

“Proprietary Rights Assignment” is defined in Section 4.3.

“Public Software” means any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models, including software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (a) GNU’s General Public License (GPL) or Lesser/Library GPL (LGPL); (b) the Artistic License (e.g., PERL); (c) the Mozilla Public License; (d) the Netscape Public License; (e) the Sun Community Source License (SCSL); (f) the Sun Industry Standards License (SISL); (g) the BSD License; and (h) the Apache License.

“Purchased Assets” is defined in Section 2.1.

“Reimbursable Expenses” is defined in Section 9.3.

“Retained Liabilities” is defined in Section 2.4.

“Sale Order” means an Order of the Bankruptcy Court, consistent with the terms of this Agreement and as approved by Buyer in its sole and absolute discretion, approving this Agreement and all of the terms and conditions hereof, approving the sale and assignment to Buyer of all of the Purchased Assets, and approving and authorizing Sellers to consummate the transactions contemplated hereby.

“Seller” and “Sellers” have the respective meanings ascribed thereto in the Preamble.

“Software” means any and all (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, and all data, databases, and collections of data, (ii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons and (iii) all documentation including user manuals and other training documentation related to any of the foregoing.

“Straddle Period” is defined in Section 7.6(a).

“Subsidiary” means, with respect to a specified Person: (a) any entity in which the specified Person directly or indirectly owns, beneficially or of record: (i) an amount of voting securities or other interests of such entity that is sufficient to enable such Person to elect a majority of the members of such entity’s board of directors or other governing body, or (ii) a majority of the outstanding equity or financial interests of such entity; (b) any entity with respect to which the specified Person or any Subsidiary thereof acts as the sole general partner, manager, managing member or trustee (or Person performing similar functions); or (c) any Subsidiary of a Subsidiary of such specified Person.

“Tax” or “Taxes” means all taxes, including all federal, state, local and foreign income, gross receipts, ad valorem, value-added, excise, real or personal property (tangible or intangible), sales, use, transfer, capital stock, franchise, goods and services, registration, payroll/wage withholding, employment, unemployment, disability, insurance, social security (or similar), business license, business organization, environmental, workers compensation, profits, license, lease, service, service use, severance, stamp, occupation, premium, windfall profits, customs, duties, escheat obligation, alternative, add-on minimum, estimated and other taxes imposed by any Governmental Entity, and any interest, penalties, assessments or additions to tax resulting from, attributable to or incurred in connection with any tax or any contest or dispute thereof, and including any Liability for the Taxes of another Person.

“Tax Return” means returns, declarations, reports, claims for refund, information returns or other documents (including any related or supporting schedules, statements, or information) filed or required to be filed in connection with the determination, assessment, or collection of Taxes of any Person or the administration of any Laws, regulations, or administrative requirements relating to any Taxes.

“Technology” means, collectively, all designs, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, programs, subroutines, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses (including data, databases, collections of data, data summaries, and data analysis), and other writings, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein, and all related technology, that are used in, incorporated in, embodied in, displayed by or relate to, or are used or useful in the Business, including the MediaShift Monetization Platform (as described in MediaShift’s website at [www.mediashift.com](http://www.mediashift.com)).

“Termination Day” is defined in Section 9.1(c)(vi).

“Total Consideration” is defined in Section 3.1(l).

“Transfer Taxes” means any sales, use, stamp, documentary stamp, recording, transfer, excise, or similar fees or Taxes or governmental charges (including any interest and penalty thereon) payable in connection with Sellers’ transfer of the Purchased Assets to Buyer, and/or Buyer’s assumption of the Assumed Liabilities, pursuant to this Agreement.

“Transferred Employee” is defined in Section 7.7(b).

“TravelSpike Litigation” means the Litigation between Travel Spike, LLC and Travora, captioned *Travel Spike, LLC v. Travora Media, f/k/a Travel Ad Network, Inc.*, described on Schedule 5.12 of the Disclosure Schedule.

“TravelSpike Litigation II” means the Litigation between Travel Spike, LLC and Travora and MediaShift, captioned *Travel Spike, LLC v. Travora Media Networks, Inc.; MediaShift Inc.*, described on Schedule 5.12 of the Disclosure Schedule.

“Travora” is defined in the recitals.

“WARN Act” means the Worker Adjustment and Retraining Notification Act of 1988, as amended, and any similar state Law related thereto.

## ARTICLE II

### SALE AND PURCHASE OF ASSETS

**Section 2.1. Purchased Assets.** On the terms and subject to the conditions set forth in this Agreement, at the Closing, Buyer shall purchase, acquire and accept from Sellers, and Sellers shall sell, transfer, assign, convey and deliver to Buyer, the Purchased Assets. “Purchased Assets” shall mean all right, title and interest of Sellers (or of any Subsidiary of Sellers) in, to and under all the following assets, wherever located (but excluding Excluded Assets):

(a) All Proprietary Rights of the Sellers, including the registered patents, patent applications, registered trademarks and other Proprietary Rights of Sellers set forth on Schedule 5.13 of the Disclosure Schedule, together with any Proprietary Rights owned by any Subsidiaries of the Sellers to the extent relating to, used in, or held for use in the Business (and excluding, for the avoidance of doubt, the name and trademark “Travora” and certain Internet domains registered by or for Travora, which are not included in the Purchased Assets), including, in each case, all right, title, and interest in the Owned IP, the Software and the Technology and all documentation, usernames, passwords and other credentials (including administrative and system level credentials) relating thereto;

(b) All tangible personal property used in, held for use in, or required for the operation of the Business, wherever located, including all servers and other computer hardware on which any Software or Technology is stored and/or implemented, and any related peripherals (all of which servers, other computer hardware and peripherals shall be in good working order and operating condition at the time of delivery to Buyer and which shall be movable in the United States while remaining in good working order and operating condition), and all tangible personal property identified in the fixed asset schedule attached hereto as Schedule 2.1(b), with all assets set forth on the fixed asset schedule located at the Glendale Office Property unless otherwise identified therein;

(c) All rights and interests of Sellers under the Contracts identified on Schedule 2.1(c) attached hereto, as such Schedule may be amended from time to time in accordance with this Agreement (collectively, the “Assigned Contracts”), including all accounts receivable payable to any Seller under or in respect of any Assigned Contracts or any goods or services provided thereunder;

(d) All deposits (including customer deposits and security deposits, but excluding deposits that are not transferable to Buyer or that pertain exclusively to any Excluded Assets) and other prepaid charges and expenses of Sellers;

(e) All insurance benefits, including rights and proceeds, arising from or relating to the Business, the Purchased Assets, or the Assumed Liabilities, but excluding any insurance benefits (including rights and proceeds) arising from or relating to the Excluded Assets;

(f) All other Claims and causes of action relating to the Business, the Purchased Assets, or the Assumed Liabilities, whether choate or inchoate, known or unknown, contingent or non-contingent, including any Avoidance Actions to the extent relating to the Assigned Contracts (but excluding any Avoidance Actions listed as, or pertaining exclusively to, any Excluded Assets);

(g) To the extent transferable, all Permits required under any Laws applicable to or affecting the Business, the Purchased Assets, or the Assumed Liabilities;

(h) All rights under non-disclosure or confidentiality, non-compete, or non-solicitation agreements with Employees and agents engaged in whole or in part in connection with the Business, the Purchased Assets, or the Assumed Liabilities, or with third parties to the extent relating to the Business, the Purchased Assets, or the Assumed Liabilities;

(i) All rights under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors if and to the extent that such rights are assignable by operation of Law and to the extent affecting any Purchased Assets, other than any warranties, representations and guarantees pertaining exclusively to any Excluded Assets;

(j) Subject to the provisions of Section 363(b)(1)(A) of the Bankruptcy Code, all goodwill and other intangible assets associated with the Business and/or the Purchased Assets, including customer and supplier lists and the goodwill associated with all Proprietary Rights within the definition of Purchased Assets;

(k) Subject to the provisions of Section 363(b)(1)(A) of the Bankruptcy Code, all rights to the telephone and facsimile numbers and e-mail addresses used by Sellers in connection with the Business, the Purchased Assets, or the Assumed Liabilities, as well as rights to receive mail and other communications addressed to Sellers (including mail and communications from customers, suppliers, distributors and agents), provided that any such mail and other communications shall be forwarded to the Sellers to the extent relating to any matter other than the Business, the Purchased Assets, or the Assumed Liabilities;

(l) With the exception of confidential personnel records regarding employees (except as may be waived in writing by any affected employee) and the minute book, stock transfer record, and similar corporate records of Sellers, all books and records relating to or used in connection with the operation of the Business or pertaining to the Purchased Assets or Assumed Liabilities (collectively, the “Books”), but excluding any attorney-client privileged documents, and provided that Sellers, the estates, any trustee appointed in the Bankruptcy Cases and the Official Committee of Unsecured Creditors appointed in the Bankruptcy Cases (the

“Committee”) shall have the right upon reasonable prior written notice to access the Books and make copies thereof for two years following the Closing Date, and until the two year anniversary of the Closing Date, Buyer shall use reasonable efforts to preserve the Books intact, and shall provide Sellers and the Committee with notice at least 30 days before intentionally destroying any part of the Books; and

(m) All proceeds of any Purchased Assets.

For the avoidance of doubt, Buyer understands that certain employees and contractors of Sellers may work, and in the past may have worked, remotely from homes and other locations, and may have used their own personal property, such as laptop and desktop personal computers, printers, modems, Wi-Fi routers, telephones, and mobile devices, to perform services for the Sellers. Buyer acknowledges that such personal property is the personal property of such employees and contractors, and *shall not constitute* Purchased Assets. However, any and all Software and Technology that may be stored, loaded, installed, implemented, or accessed on any such personal property, which Software and Technology is used in, held for use in, or required to be used in the Business (other than off-the-shelf software licenses of a type generally available to the public on commercially reasonable terms at an aggregate cost of less than \$1,000 per person per year), is the property of Sellers and *shall constitute* Purchased Assets for all purposes hereof.

Notwithstanding anything herein to the contrary, Buyer may, in its sole and absolute discretion, exercisable by written notice to Sellers given at any time and from time to time on or before 5:00 p.m. Pacific time on the third Business Day preceding the Closing Date, amend the definition of the Purchased Assets hereunder so as to exclude any Contract or other asset, and/or to include any additional Contract(s) or other asset(s) relating to the Business then owned, held, or controlled by Sellers (except that Buyer may not add as a Purchased Asset anything specifically identified in clauses (iii), (iv), (v), (vi), (vii), (viii), (ix) or (x) of Section 2.2), provided that: (i) no such exclusion of a Purchased Assets shall entitle Buyer to any reduction in the aggregate consideration payable hereunder; (ii) Buyer shall assume Seller’s obligation to pay the Cure Amount for any Contract designated as an Assigned Contract; and (iii) except as provided in clause (ii) of this paragraph, no such addition to the Purchased Assets shall require any additional consideration by Buyer hereunder.

**Section 2.2. Excluded Assets.** Notwithstanding anything contained in Section 2.1 to the contrary (except the last paragraph of Section 2.1, which shall control), the Purchased Assets shall not include, and Buyer shall not purchase and shall not acquire any rights, title, or interests in, and shall not assume any liabilities or obligations under or in respect of: (i) any real property owned or leased by any of the Sellers, or any of their respective current or former Affiliates, including all rights, titles and interests of Sellers under the Glendale Office Lease; (ii) any right, title or interest, in, to, or under any oil, gas, mineral, or metal deposits or ores, or any concession, lease, or other rights to prospect, develop, or otherwise commercially exploit any such deposits or ores; (iii) all equity, voting and other securities of any direct or indirect Subsidiary of any Seller; (iv) all the outstanding stock and/or other equity interests in Tavora, and all the assets of Tavora related to or used in connection with the operation of the Excluded Business; (v) the rights of Sellers under the DIP Loan Facility and this Agreement, including all proceeds thereof; (vi) Sellers’ cash on hand and any funds from the DIP Loan Facility held in escrow or otherwise for the payment of fees and expenses incurred by professionals employed by Sellers’ estates;

(vii) Sellers' contracts with Houlihan Lokey Capital, Inc., pursuant to which it was employed by Sellers' estates; (viii) all Avoidance Actions and any proceeds thereof, except for any such Avoidance Actions to the extent relating to any Assigned Contract; (ix) any claims Sellers or their estates may have against Sellers' officers or directors and any proceeds thereof, including any insurance proceeds paid on such claims; (x) any claims or causes of action for any breach or damages relating to this Agreement or the DIP Loan Facility; and (xi) any other property or asset of Sellers described on Schedule 2.2, as such Schedule may be amended from time to time in accordance with this Agreement (collectively, the "Excluded Assets"), all of which shall be retained by Sellers, to the extent of their respective interests therein.

**Section 2.3. Assumed Liabilities.** On the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Buyer shall assume, and from and after the Closing Date Buyer shall pay, perform, fulfill and discharge in the ordinary course all the following (and only the following) Liabilities (collectively, the "Assumed Liabilities"):

(a) Liabilities arising under the Assigned Contracts, to the extent attributable to periods from and after the Closing Date;

(b) The obligation to pay any Cure Amounts with respect to the Assigned Contracts, if any; and

(c) If Buyer, in its sole discretion, elects to assume all or any part of the Credit Bid Claims in lieu of releasing or procuring the release of such obligation pursuant to Section 3.3(c), then any such obligation so assumed shall constitute an Assumed Liability hereunder, to the extent so assumed.

**Section 2.4. Retained Liabilities.** Buyer shall not assume any Liabilities of Sellers whatsoever that are not Assumed Liabilities, including any Liabilities relating to the Excluded Assets and any Liabilities arising out of, relating to, or in connection with the operation of the Business or ownership or use of the Purchased Assets prior to the Closing Date (collectively, the "Retained Liabilities"). Sellers shall retain all Retained Liabilities and Buyer shall have no obligation to pay, perform, fulfill or discharge any Retained Liabilities. Without limiting the generality of the foregoing, the term Retained Liabilities shall include each of (and Buyer shall in no event be responsible for any of) the following:

(a) Taxes (i) imposed on any Seller for any period (including, for the avoidance of doubt, Transfer Taxes), or (ii) arising out of or related to the Business or the Purchased Assets for all Tax periods (or portions thereof) ending prior to the Closing;

(b) any costs or expenses incurred in connection with, or related to, the administration of the Bankruptcy Cases, including any accrued professional fees and expenses of attorneys, accountants, financial advisors and other professional advisors related to the Bankruptcy Cases;

(c) all Liabilities to the extent arising out of or related to the Excluded Assets, including the TravelSpike Litigation, the TravelSpike II Litigation and/or all other Liabilities of Travora or otherwise relating to the Excluded Business;

(d) all Liabilities of Sellers under this Agreement or any Ancillary Agreements delivered by Sellers hereunder;

(e) all Liabilities which may become due or owing under the Assigned Contracts (i) with respect to the period prior to the Closing (other than the Cure Amounts) or (ii) after the Closing but which arise out of or relate to any breach that occurred prior to the Closing (other than the Cure Amounts);

(f) all Indebtedness owed by any Seller or any predecessor of any Seller except as expressly provided in Article III hereof;

(g) any Employee Obligations to any Employee arising out of such Employee's employment by Sellers;

(h) any Employee Claim of any Employee arising out of such Employee's employment by Sellers;

(i) any WARN Act Liabilities arising on or prior to the Closing Date;

(j) any Claim arising prior to Closing and not expressly assumed pursuant to this Agreement;

(k) any Liability to any stockholder or other equity holder of any Seller or any predecessor of any Seller;

(l) any Liability arising out of or related to any Litigation commenced or threatened against any Seller or any predecessor of any Seller;

(m) any Liability for infringement or misappropriation of any intellectual property arising out of or related to any conduct of any Seller or operation of the Business on or before the Closing; and

(n) any Liability of any Seller based upon any Seller's acts or omissions occurring before or after the Closing unless expressly assumed by Buyer.

**Section 2.5. Buyer's Designees.** Buyer may designate any Affiliate of the Buyer to receive and hold all or any portion of the Purchased Assets and/or to assume any Assigned Contract. Notwithstanding anything to the contrary contained in this Section 2.5, prior to Closing, Buyer shall remain liable for any and all of Buyer's obligations arising under, or in connection with, this Agreement.

### ARTICLE III

#### CONSIDERATION

**Section 3.1. Definitions.** As used in this Agreement, the following terms relating to the payment of consideration for the Purchased Assets have the corresponding meanings:

(a) “Bridge Loan Agreement” means that certain Note and Bridge Loan Agreement dated as of October 31, 2014, by and between MediaShift, AdVantage, Travora, and Delphi, jointly and severally, as borrowers, and Buyer, as lender.

(b) “Buyer’s Other Secured Notes” means (i) that certain promissory note dated May 14, 2014, in the principal amount of \$50,000, by and between MediaShift, as borrower, and Fisk Investments, LLC, as lender, and (ii) that certain promissory note dated May 28, 2014, in the principal amount of \$50,000, by and between MediaShift, as borrower, and Fisk Investments, LLC, as lender, which promissory notes have previously been assigned to Buyer.

(c) “Buyer’s Secured Claim” means all Claims of Buyer under the Bridge Loan Agreement and Buyer’s Other Secured Notes at the Closing, including, but not limited to, the aggregate principal amount of, accrued unpaid interest on (including post-petition interest), and premium payable with respect to all loans outstanding thereunder, together with costs of collection under the Bridge Loan Agreement in accordance with the terms thereof, in each case to the extent such Claims are allowed as secured Claims against the Sellers in the Bankruptcy Cases, as set forth in the Bidding Procedures Order. As of the Petition Date, Buyer’s Secured Claim is deemed for all purposes of this Agreement and the Bankruptcy Cases to be in the aggregate amount of **\$6,400,000**, and Buyer and Sellers shall use their respective best efforts to cause the Bidding Procedures Order to allow Buyer’s Secured Claim as a secured Claim in such amount, plus simple interest at 12% per annum from the Petition Date through Closing.

(d) “Cash Increment” means an amount equal to the excess of **\$1,125,000** over the aggregate original principal amount of all loans and advances made by the DIP Lender to Sellers under the DIP Loan Facility (but not less than \$700,000).

(e) “Credit Bid Amount” means the aggregate amount of Buyer’s Secured Claim, the DIP Claim, and the Other Secured Claims.

(f) “Credit Bid Claims” means and includes each of the Bridge Loan Agreement, Buyer’s Other Secured Notes, the DIP Loan Facility (including any promissory note(s) made by Sellers thereunder) and each of the promissory notes of the Sellers, or any of them, set forth on Schedule A hereto underlying the Other Secured Claims.

(g) “DIP Claim” means all Claims of the DIP Lender under the DIP Loan Facility at the Closing, including the aggregate outstanding principal amount of, and accrued unpaid interest on, all loans and advances made thereunder and any and all other amounts payable in respect thereof.

(h) “DIP Lender” means Buyer or its designee, as lender under the DIP Loan Facility.

(i) “DIP Loan Facility” means that certain Post-Petition Debtor-in-Possession Credit Facility dated as of the date hereof, by and between MediaShift and AdVantage, jointly and severally, as borrowers, and Buyer, as lender.

(j) “Other Secured Claimant” means, with respect to each of the promissory notes set forth on Schedule A, the Persons identified thereon as original payee of such note.

(k) “Other Secured Claims” means all Claims against Sellers under each of the promissory notes set forth on Schedule A hereto, including, but not limited to, the aggregate outstanding principal amount of, accrued unpaid interest on, and any and all other amounts payable in respect of, such promissory notes, in each case to the extent such Claims are allowed as secured Claims against the Sellers in the Bankruptcy Cases, as set forth in the Bidding Procedures Order. The aggregate original principal amount of the promissory notes set forth on Schedule A is **\$3,402,500**, and Buyer and Sellers shall use their respective best efforts to cause the Bidding Procedures Order to allow the Other Secured Claims as secured Claims in such aggregate principal amount, plus simple interest at 12% per annum on each promissory note from the date thereof set forth on Schedule A through Closing, solely for the purposes of this Agreement and the purchase and sale of the Purchased Assets contemplated hereby. Notwithstanding any provision of this Agreement and any related documents, the efforts to have the Other Secured Claims allowed as set forth herein is solely for the purpose of allowing them to be included in the Credit Bid Amount, and without prejudice to the rights of Sellers, the Committee, and any other party in interest to object to the Other Secured Claims, on any ground, and without being bound, or prejudiced by, any statements herein or in related documents, regarding the amounts of the Other Secured Claims or any security for the Other Secured Claims if they are not included in the Credit Bid Amount and the Parties do not consummate the Closing and the purchase and sale of the Purchased Assets contemplated herein.

(l) “Total Consideration” means the Credit Bid Amount, payable in accordance with and subject to Section 3.3, together with the Cash Increment, payable by wire transfer of immediately available funds to an account designated in accordance with the Bidding Procedures Order.

**Section 3.2. Total Consideration.** In consideration of the transfer of the Purchased Assets and the assumption of the Assumed Liabilities, upon the Closing, Buyer shall pay and deliver, or cause to be paid and delivered, the Total Consideration, as provided in this Agreement.

**Section 3.3. Credit Bid Procedures and Releases.**

(a) At the Closing, the Credit Bid Amount will be paid in full by delivery to Sellers of a release and waiver in proper form reasonably acceptable to Sellers to fully discharge Sellers (and, in the case of Buyer’s Secured Claim, to fully discharge Tavora and Delphi) from each of the Credit Bid Claims, in each case duly executed and delivered by the holder of such Credit Bid Claim (and, in the case of the Other Secured Claims, accompanied by proper evidence that each of the promissory notes set forth on Schedule A has been duly transferred and assigned to Buyer by the Other Secured Claimant with respect thereto).

(b) (i) In the event Buyer consummates the transactions contemplated by this Agreement, upon the consummation of the Closing, (A) the Credit Bid Claims, including any and all interest, attorney’s fees and costs, and other related amounts purportedly owed to Buyer and the Other Secured Claimants, and any other Claims of Buyer and the Other Secured

Claimants against the Sellers and their bankruptcy estates shall be deemed satisfied in full and released, and (B) Sellers and Buyer shall exchange mutual releases of any and all claims between them, their respective Affiliates and Subsidiaries, and their respective officers, directors, representatives, and agents (provided that such mutual releases shall not extend to, and shall exclude, (x) any Claims between Sellers and the Other Secured Claimants, and their respective officers, directors, representatives, and agents, except to the extent released pursuant to clause (A) of this sentence, and (y) any claims Sellers or their estates may have against Sellers' officers or directors), in each case except for any Claims arising under or in connection with this Agreement or the DIP Loan Facility.

(ii) In the event Buyer does not consummate the transactions contemplated by this Agreement, the Other Secured Claims shall be entitled to whatever rights and remedies that they held against Sellers and their bankruptcy estates, and be subject to enforcement by the Other Secured Claimants, and challenge by the Sellers, the Committee, and/or any party in interest, on any basis.

(c) Notwithstanding anything to the contrary contained herein, at the Closing, in lieu of discharging any of the Credit Bid Claims or any portion thereof, Buyer may assume, or cause its designee to assume, such Credit Bid Claim or portion thereof; provided, however, that (i) the holder of such Credit Bid Claim or portion thereof consents to such assumption; and (ii) it shall nevertheless be a condition of any such assumption that Sellers receive executed releases and waivers from each such holder, providing for the release and waiver of all Credit Bid Claims against Sellers (and, as applicable, Tavora and Delphi), to the same extent otherwise provided in Sections 3.3(a) and (b).

(d) Notwithstanding anything to the contrary herein, under no circumstances shall any portion of the Credit Bid Amount be converted into or otherwise require a cash payment. If, for any reason, Buyer's ability to credit bid all or any portion of the Credit Bid Amount pursuant to Section 363(k) of the Bankruptcy Code is not allowed by the Bankruptcy Court (such portion, a "Negated Credit Bid Amount"), the obligation of Buyer to deliver the portion of the Total Consideration attributable to the Credit Bid Amount shall be reduced dollar-for-dollar by the Negated Credit Bid Amount, no other component of the Total Consideration shall be increased, decreased or otherwise modified, and the failure by Buyer to credit bid any Negated Credit Bid Amount shall not constitute a breach of this Agreement by Buyer.

(e) For the avoidance of doubt, upon delivery to Sellers of each of the releases and waivers provided for by Section 3.3(a) and/or Section 3.3(c), as applicable, duly executed in accordance with such subsections, the Credit Bid Amount shall be deemed to have been paid in full for all purposes of this Agreement and the Closing.

**Section 3.4. Allocation of Total Consideration.** The Aggregate Consideration shall be allocated among the Purchased Assets in accordance with Section 1060 of the Code, as determined by Buyer in good faith. Buyer and Sellers shall not take any action or position in a Tax Return or Tax proceeding inconsistent with the obligations set forth in this Section 3.4, except as may otherwise be required by applicable Law.

**Section 3.5. Mutual Indemnification.** In the event Buyer consummates the transactions contemplated by this Agreement, from and after the Closing: (a) Buyer shall indemnify Sellers from and against the Credit Bid Claims and any other Claims or causes of action that Buyer may have against Sellers and their bankruptcy estates as of immediately following the Closing (except for any Claims arising under or in connection with this Agreement or the DIP Loan Facility), in each case to the extent any such Claim or cause of action is brought by Buyer or any Subsidiary of Buyer against Sellers after the Closing; and (b) Sellers shall waive and release any and all Claims or causes of actions that Sellers may have against Buyer as of immediately following the Closing (except for any Claims arising under this Agreement or the DIP Loan Facility), and shall indemnify Buyer from and against any such Claims or causes of action to the extent any such Claim or cause of action is brought by Sellers or any Subsidiary of a Seller against Buyer after the Closing.

## ARTICLE IV

### CLOSING AND CLOSING DELIVERIES

**Section 4.1. Closing.** The closing of the transactions contemplated by this Agreement (the “Closing”) shall take place at the offices of Drinker Biddle & Reath LLP, 1800 Century Park East, Suite 1500, Los Angeles, CA 90067-1517, commencing at 10:00 a.m. local time on the third Business Day following the satisfaction or waiver of all conditions to the obligations of the Parties to consummate the transactions contemplated hereby (other than conditions with respect to actions the respective Parties shall take at the Closing itself), or at such other place or on such other date as may be mutually agreeable to Buyer and Sellers. The date on which the Closing takes place is referred to herein as the “Closing Date.”

**Section 4.2. Buyer Deliveries.** At the Closing, Buyer shall deliver the Total Consideration in accordance with Article III, against receipt of the Purchased Assets, together with the following documents: (i) such instruments of release and waiver, duly executed by Buyer, as reasonably necessary to comply with the obligations of Buyer under Section 3.3; (ii) an instrument of assignment and assumption with respect to each of the Assigned Contracts, assigning and delegating the same to Buyer as of the Closing Date and otherwise in accordance with this Agreement and any applicable Orders of the Bankruptcy Court, and otherwise in such form as Buyer and Sellers shall reasonable agree, duly executed by the Buyer (the “Assignment and Assumption Agreement”); (iii) a certificate duly executed by the President or Chief Executive Officer of Buyer stating that the preconditions specified in Sections 8.2(a) and (b) have been satisfied; and (iv) a certificate duly executed by the Secretary of Buyer, dated as of the Closing Date, certifying as to (A) the incumbency of officers of Buyer signing papers at the Closing; (B) the bylaws and other constituent documents of Buyer; and (C) the resolutions of the board of directors of Buyer approving the transactions contemplated by this Agreement.

**Section 4.3. Seller Deliveries.** At the Closing, Sellers shall deliver the Purchased Assets to Buyer, free and clear of all Liens, other than Permitted Exceptions, against delivery of the Total Consideration in accordance with Article III, together with the following documents: (i) a Bill of Sale in proper form to convey the Purchased Assets hereunder, duly executed by each Seller, in such form as shall be reasonably acceptable to Buyer (the “Bill of Sale”); (ii) instruments of assignment (each, a “Proprietary Rights Assignment”) with respect to each of

the Proprietary Rights, including all registered marks, patents, copyrights, and applications therefor set forth on Schedule 5.13 of the Disclosure Schedule, duly executed by each Seller, as appropriate, in such form as shall be proper to record the conveyance of such Proprietary Rights to Buyer or its designee in the U.S. Patent and Trademark Office; (iii) true and complete copies of all Software comprised by the Purchased Assets, including source code, together with all documentation, usernames, passwords and other credentials (including administrative and system level credentials) therefor; (iv) true and complete copies of all documentation relating to or embodying the Technology, to the extent not included in the Software; (v) the Assignment and Assumption Agreement, duly executed by each Seller, as appropriate; (vi) a certificate duly executed by the President or Chief Executive Officer of each Seller in a form reasonably satisfactory to Buyer, dated as of the Closing Date, stating that the preconditions specified in Sections 8.1(a) and (b) have been satisfied; (vii) a certificate duly executed by the Secretary of each Seller in a form reasonably satisfactory to Buyer, dated as of the Closing Date, certifying as to (A) the incumbency of officers of such Seller and other individuals signing papers at the Closing; (B) the bylaws and other constituent documents of such Seller; and (C) the resolutions of the board of directors and stockholders (or comparable authorities) of such Seller approving the transactions contemplated by this Agreement; and (viii) such other documents or instruments as Buyer may reasonably request to effect the transactions contemplated hereby.

**Section 4.4. Purchased Assets Taken Free and Clear.** At the Closing, the Purchased Assets shall be sold by Sellers, and Buyer and take and acquire the Purchased Assets (and the Sale Order shall be provide that the Purchased Assets shall be sold and taken and acquired), in each case free and clear of any and all Liens, Claims, or interests there against or therein, of any kind or nature, whether arising prior to or subsequent to the commencement of the Bankruptcy Cases, and any claim or demand resulting therefrom, other than any Permitted Exceptions, with any such Liens, Claims, or interests (other than Permitted Exceptions) to attach to the consideration to be received by Sellers in the same priority and subject to the same defenses and avoidability, if any, as before the Closing.

## ARTICLE V

### **REPRESENTATIONS AND WARRANTIES OF SELLERS**

As a material inducement to Buyer to enter into this Agreement, except as qualified by any exceptions or disclosures set forth in the disclosure schedule attached hereto (the "Disclosure Schedule"), which identifies exceptions by specific Section references, Sellers represent and warrant to Buyer, as of the date of this Agreement and as of the Closing Date, that:

**Section 5.1. Corporate Organization, Good Standing and Qualification.** MediaShift is a corporation duly organized, validly existing and in good standing under the Laws of the State of Nevada. AdVantage is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. Each of the Sellers is qualified and in good standing as a foreign corporation or limited liability company in each jurisdiction where the properties owned, leased or operated by it, or the business conducted by it, requires such qualification, except where the failure to be so qualified or in good standing would not, individually or in the aggregate, have a Material Adverse Effect on Sellers. Each of the Sellers

has all requisite corporate power and authority to conduct its business as presently conducted and to own, lease and operate the properties and assets used in such business.

**Section 5.2. Authority, Validity and Effect.** Subject to the entry of the Sale Order, each Seller has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Ancillary Agreements to which it is a party and to consummate the transactions contemplated hereby and thereby. This Agreement has been, and as and when executed the Ancillary Agreements to which each Seller is a party will have been, duly and validly executed by such Seller and, assuming the entry of the Sale Order and the due execution and delivery of this Agreement and the Ancillary Agreements to which it is a party by Buyer, will constitute legal, valid and binding agreements of such Seller, enforceable against it in accordance with their respective terms.

**Section 5.3. No Conflict; Required Filings and Consents.**

(a) Except for the Sale Order, no notices to, Consents of, or filings or registrations with, any Governmental Entity are necessary in connection with the execution and delivery by Sellers of this Agreement and each of the Ancillary Agreements to which they are a party, the performance of their obligations herein and therein, and the consummation by them of the transactions contemplated hereby and thereby.

(b) The execution and delivery, and subject to the entry of the Sale Order, performance, by each Seller of this Agreement and the Ancillary Agreements to which it is a party, and the consummation by it of the transactions contemplated hereby and thereby, do not and will not (i) conflict with the charter or bylaws of such Seller, (ii) require any Consent under, conflict with, result in a violation or breach of, or constitute a default (or give rise to any right of termination, cancellation or acceleration) under, any of the terms, conditions or provisions of any note, bond, mortgage, Contract or other instrument or obligation to which such Seller is a party or by which any of its properties or assets may be bound, (iii) conflict with, result in a violation or breach of, or constitute a default (or give rise to any right of termination, cancellation or acceleration) under, any of the terms, conditions or provisions of any Permit, or (iv) conflict with or violate any Order or Law applicable to such Seller or any of its properties or assets.

**Section 5.4. Subsidiaries.** Sellers have no Subsidiaries other than those listed in Schedule 5.4 of the Disclosure Schedule. Each Seller owns all the issued and outstanding capital stock or other equity securities of each of its Subsidiaries, free and clear of any Liens, and does not own any shares of capital stock or other securities of any other Person. All the issued and outstanding shares of capital stock and other equity securities of each Seller's Subsidiaries have been validly issued and are fully paid and non-assessable. There are no outstanding contractual obligations of any Seller or any of its Subsidiaries to make any investment in any of its Subsidiaries or any other Person.

**Section 5.5. [Intentionally Omitted]**

**Section 5.6. Purchased Assets.**

(a) Sellers own good and marketable title to, or a valid leasehold interest in, all of the Purchased Assets, free and clear of all Liens, other than (i) Permitted Exceptions,

(ii) Liens related to the Credit Bid Claims or any claims listed as “Secured” in the Schedules of Assets and Liabilities filed by Sellers in the Bankruptcy Cases, and (iii) certain Claims asserted in the Litigation identified in Schedule 5.12 of the Disclosure Schedules. All tangible personal property used or required for use or held for use in the Business is owned or leased by, and in the possession of, Sellers. While (i) certain Persons identified as plaintiffs in Schedule 5.12 of the Disclosure Schedule may assert an interest in certain of the Purchased Assets pursuant to Contracts or otherwise, including Kensel & Co., LLC, which alleges in its pending Litigation that it owns the mediashift.com domain name and 8 related domain names, trademarks, copyrights, and the MediaShift logo, which allegations Sellers dispute, and (ii) certain Persons may assert a right to a commission on any sale of the Purchased Assets pursuant to Contracts or otherwise, other than the foregoing there are no Contracts or other agreements affecting the right of any Seller to convey the Purchased Assets to Buyer or any affecting other right of such Seller with respect to the Purchased Assets, and, subject to the entry of the Sale Order, Sellers have the absolute right, authority, power, and capacity to sell, assign, and transfer the Purchased Assets to Buyer free and clear of any Lien, other than Permitted Exceptions. Subject to entry of the Sale Order, upon execution and delivery to Buyer of the Assignment and Assumption Agreement and Bill of Sale, Buyer will acquire good and valid title to the Purchased Assets, free and clear of any Lien, other than Permitted Exceptions.

(b) The Purchased Assets constitute all of the rights, properties and assets necessary for Buyer to operate the Business in the same manner operated by Sellers prior to Closing. Sellers have not sold, pledged, assigned, leased, rented, lent, given away, destroyed, abandoned or otherwise transferred or disposed of any property or asset used, held for use or required to operate the Business since October 31, 2014, other than liens, pledges and security interests in collateral granted to secure the obligations of Sellers under the Bridge Loan Agreement and DIP Loan Facility. Except as may be expressly set forth in Schedule 2.1(b), all of the tangible property and assets included in the Purchased Assets are located at the Glendale Office Property.

#### **Section 5.7. Financial Information; No Undisclosed Liabilities.**

(a) Sellers have delivered to Buyer true and complete copies of the following financial statements: (i) the audited consolidated balance sheets of MediaShift and its consolidated subsidiaries as of December 31, 2013, and 2012, and the related statements of income and cash flows for the fiscal years ended December 31, 2013, 2012, and 2011; and (ii) the unaudited consolidated balance sheet of MediaShift and its consolidated subsidiaries as of **[June 30, 2014]**, and the related statements of income and cash flows (or the equivalent) for the period from **[January 1, 2014]** through such date, and such unaudited consolidated balance sheet and financial statements are the most recent balance sheet and financial statements delivered to or prepared for the board of directors of MediaShift. Each of the financial statements described in clauses (i) and (ii) of this paragraph (collectively, the “Financial Statements”) presents fairly Sellers’ and their Subsidiaries’ consolidated financial condition and results of operations as of the times and for the periods referred to therein, and has been prepared in accordance with GAAP. The Financial Statements reflect the consistent application of such accounting principles throughout the periods involved, except as disclosed in any notes to such Financial Statements. The Financial Statements are true, correct and complete in all respects and are consistent with the books and records of Sellers. Sellers have also delivered to Buyer copies of all letters from

Sellers' auditors to MediaShift's or AdVantage's board of directors or the audit committee thereof during the three years preceding the execution of this Agreement, together with copies of all responses thereto.

(b) Sellers do not have any Liabilities that are not fully and accurately reflected in the Schedules filed by Sellers in the Bankruptcy Cases, other than Indebtedness under the DIP Loan Facility and other than any professional fees or other Liabilities incurred in the Ordinary Course of Business since the date of such Schedules, which Liabilities are, individually and in the aggregate, immaterial to the financial and other condition, operations, results of operations, properties and prospects of Sellers, the Business, the Purchased Assets and the Assumed Liabilities. Sellers have no Indebtedness that is not fully and accurately reflected in the Schedules filed by Sellers in the Bankruptcy Cases, other than Indebtedness under the DIP Loan Facility. Buyer shall be entitled to rely upon the Schedules filed by Sellers in the Bankruptcy Cases and other financial information of Sellers and the Business provided therewith.

**Section 5.8. [Intentionally Omitted]**

**Section 5.9. [Intentionally Omitted]**

**Section 5.10. [Intentionally Omitted]**

**Section 5.11. Assigned Contracts.**

(a) Schedule 5.11 of the Disclosure Schedule contains a complete list of all Contracts, including any and all amendments, modifications, supplements, exhibits and restatements thereto and thereof in effect as of the date of this Agreement. Except as set forth in Schedule 5.11 of the Disclosure Schedule, no Seller has assigned, delegated or otherwise transferred to any third party any of its rights or obligations with respect to any such Contract. The Assigned Contracts include all Contracts material to the ownership and/or operation of the Business as currently operated, other than (i) the Glendale Office Lease and (ii) off-the-shelf software licenses of a type generally available to the public on commercially reasonable terms at an aggregate cost of less than \$10,000 per year. Sellers have not, and, to Sellers' Knowledge, other than as set forth in Schedule 5.11 or Schedule 5.12 of the Disclosure Schedule, no other party to any Assigned Contract has, commenced any action against any of the Seller parties to any Assigned Contract or given or received any written notice of any default or violation under any Assigned Contract that has not been withdrawn or dismissed except to the extent such default or violation will be cured as a result of the payment of the applicable Cure Amounts. Each Assigned Contract is, or will be upon the Closing, valid, binding and in full force and effect in accordance with its terms.

(b) Seller has provided Buyer with a true and correct copy of all Assigned Contracts, in each case together with all amendments, waivers, or other changes thereto.

**Section 5.12. Litigation.** Except as set forth herein or in Schedule 5.12 of the Disclosure Schedule or in connection with the Bankruptcy Cases, there is no Litigation or audit, including appeals and applications for review, in progress, pending or, to the best of Sellers' Knowledge, threatened against or relating to any Seller or any Order which, in any case, might

adversely affect the ability of any Seller to enter into this Agreement or to consummate the transactions contemplated hereby.

**Section 5.13. Proprietary Rights.**

(a) Schedule 5.13(a) of the Disclosure Schedule contains a complete and accurate list of all registered Proprietary Rights of the Sellers. Schedule 5.13(a) of the Disclosure Schedule also contains a complete and accurate list of all material licenses and covenants not to sue granted by each of the Sellers to any third party and all licenses and covenants not to sue granted by any third party to any of the Sellers, in each case identifying the subject Proprietary Rights. Sellers have provided to Buyer true, correct and complete copies of all Contracts and other documents embodying such licenses and covenants.

(b) Sellers own and possess free and clear of all Liens, other than Permitted Exceptions (and other than Liens in favor of Buyer securing Sellers' obligations under the Bridge Loan Agreement and the DIP Loan Facility), all right, title, and interest in and to, or have the right to use pursuant to a valid and enforceable license, all Proprietary Rights necessary for the operation of the Business as currently operated and as proposed to be conducted, and can convey the same to Buyer pursuant to the Sale Order. All Owned IP is in good standing (including payment of filing, examination and maintenance fees and proofs of use). Sellers have prosecuted and maintained all Owned IP in good faith in accordance with normal industry practice and applicable legal and administrative requirements. None of the Owned IP has lapsed, expired or been abandoned and, to the Seller's Knowledge, all Owned IP is valid and enforceable.

(c) No Seller has received any warning, inquiry, communication or notice, written or otherwise, of invalidity, infringement, or misappropriation from any third party with respect to any Proprietary Rights; no Seller has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Proprietary Rights of any third parties; and no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Proprietary Rights of the Sellers.

(d) Sellers have taken such commercially reasonable steps as would be consistent with reasonable and customary industry standards to protect and preserve the confidentiality of all confidential and proprietary information of Sellers. All current and former employees, independent contractors and consultants of each Seller have entered into confidentiality, invention assignment and proprietary information agreements with such Seller in substantially the form attached to Schedule 5.13(d) of the Disclosure Schedule. To the Knowledge of Sellers, no such employee, independent contractor or consultant of any Seller is obligated under any Contract or subject to any Order of any Governmental Entity, or is subject to any other restriction that would interfere with his or her duties for and to Sellers, nor has any such employee, independent contractor or consultant failed to comply with his or her corresponding confidentiality, invention assignment and proprietary information agreement or failed to cooperate with Sellers on the assignment of inventions to Sellers pursuant to such agreement. To the Knowledge of Sellers, the carrying on of the Business by the employees, independent contractors and consultants of the Sellers and the conduct of the Business as presently conducted do not conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, any Contract under which any of such employees,

independent contractors or consultants is now obligated. To the Knowledge of Sellers, at no time during the conception of or reduction to practice of any of the Proprietary Rights of any of the Sellers was any developer, inventor or other contributor to such Proprietary Rights operating under any grants from any Governmental Entity or private source, performing research sponsored by any Governmental Entity or private source or subject to any employment agreement or invention assignment or nondisclosure agreement or other obligation with any other third party that could materially adversely affect the rights of such Sellers in such Proprietary Rights.

(e) To the extent that any Proprietary Rights of Sellers have been developed or created independently or jointly by any Person other than the Sellers, such other Person has delivered to Sellers a duly executed and valid written assignment granting exclusive ownership to Sellers of all Proprietary Rights of such Person therein.

(f) No products or services of the Sellers are or have been created or developed in such a way as to trigger any obligations to distribute the Owned IP under any Public Software licenses, whether in object or source code form.

(g) None of the execution, delivery, performance or consummation of this Agreement or the transactions contemplated by this Agreement, by operation of law or otherwise, will result in the grant to any third party of any right to or with respect to, or any impairment of, any Proprietary Rights of Sellers.

**Section 5.14. Taxes.** Except as any payment or any enforcement action is stayed as a result of the Bankruptcy Case:

(a) Sellers will file their consolidated 2014 federal and state income Tax Returns and other material Tax Returns required to have been filed by them for 2014 before the end of the first quarter of 2016. Sellers have no federal or state Tax Liability for 2014. Other than the foregoing, all Tax Returns required to have been filed by Sellers have been duly filed, all such Tax Returns are true, correct and complete in all material respects, and all Taxes required to be paid have been paid;

(b) No federal or state Tax Return audits are pending with respect to any Seller;

(c) No Seller has received written notice from any Governmental Entity of future federal or state Tax Return audits;

(d) There are no material Liens with respect to Taxes upon any of the Purchased Assets, other than Liens for Taxes not yet due and payable; and

(e) No Seller has (i) waived any statute of limitations in respect of any Tax Returns that have not been filed as of the date hereof or (ii) agreed to any extension of time with respect to the assessment of Taxes for which such Taxes have not been paid as of the date hereof.

**Section 5.15. Brokers' Fees.** Jensen Capital Partners, LLC and Practics Inc. assert or may assert that they are entitled to brokers' or other fees in connection with the transactions

contemplated by this Agreement or the Ancillary Agreements (the “Asserted Broker Claims”); however, Sellers dispute that the foregoing entities are entitled to any such brokers’ or other fees and, to Sellers’ Knowledge, such claims for brokers’ or other fees would be against Sellers and not Buyer. Other than the foregoing, there are no claims for brokerage commissions, finders’ fees, or similar compensation in connection with the transactions contemplated by this Agreement or the Ancillary Agreements based on any arrangement or agreement made by or on behalf of any Seller or their direct or indirect Subsidiaries or other Affiliates, except those for which Sellers are solely responsible, as disclosed in and approved by the Bankruptcy Court in the Bidding Procedures Order, which shall include any fees payable to Houlihan Lokey Capital, Inc.

**Section 5.16. [Intentionally Omitted]**

**Section 5.17. Employees.** To the Knowledge of Sellers, none of Sellers’ officers, directors, managers, employees and independent contractors is a party to, or is otherwise bound by, any agreement or arrangement with any Person or entity other than a Seller that limits or adversely affects the performance of his or her duties, the ability of any Seller to conduct its business, or his or her freedom to engage in any of the businesses conducted by Sellers (including any confidentiality, non-competition, or proprietary rights agreements). All employees of Sellers are “employees at will.” Each Person who has received compensation for the performance of services on behalf of a Seller has been properly classified as an employee or independent contractor in accordance with applicable Laws.

**Section 5.18. [Intentionally Omitted]**

**Section 5.19. Insurance.** Sellers have already informed or hereby inform Buyer that Sellers’ director and officer insurance policy carrier has indicated that the policy will not be renewed unless the full premium payment for the policy period beginning on or about November 26, 2015 is received by December 31, 2015. Sellers hereby inform Buyer that they need to pay premiums of \$2,400 per month for October through December 2015 to bring their general liability policy current. Sellers have delivered to Buyer true and correct copies of all policies of fire, general liability, worker’s compensation, errors and omissions, malpractice, environmental and other forms of insurance maintained by or on behalf of each of the Sellers in connection with the Business. To Sellers’ Knowledge, taken together, all such policies provide adequate insurance coverage for the assets and the operations of each Seller for all risks to which Sellers are normally exposed. Other than as set forth in this Section 5.19, all such policies are now in full force and effect and are issued by an insurer that is financially sound and reputable to Sellers’ Knowledge. Other than as set forth in this Section 5.19, no Seller has received any notice of cancellation or material amendment of any such policies or any refusal of coverage or any notice that a defense will be afforded with reservation of rights. Other than as set forth in this Section 5.19, no coverage under such policies is being disputed. Other than as set forth in this Section 5.19, Sellers have paid all premiums when due, and have otherwise performed all of its obligations, under each policy of insurance to which any Seller is a party or that provides coverage to any Seller, and all material claims thereunder have been filed in a timely fashion.

**Section 5.20. [Intentionally Omitted]**

**Section 5.21. [Intentionally Omitted]**

**Section 5.22. Compliance with Laws.** Each of the Sellers has complied in all material respects with and is in material compliance with all Laws which are applicable to the Business, including Laws relating to labor, employment, occupational health and safety, environmental regulation and the use and release of hazardous materials, and no claims have been filed against any such Seller alleging a violation of any such Laws, or alleging an unfair labor practice, and no such Seller has received notice of any such violations. Sellers have no basis to expect, and have not received during the last five years, any notice, Order, or other communication from any Governmental Entity of any alleged, actual, or potential violation of or failure to comply with any Law.

**Section 5.23. [Intentionally Omitted]**

**Section 5.24. [Intentionally Omitted]**

**Section 5.25. [Intentionally Omitted]**

**Section 5.26. Compliance with the Foreign Corrupt Practices Act and Export Control and Anti-Boycott Laws.**

(a) To Sellers' Knowledge, each Seller and its representatives and distributors, have not, to obtain or retain business, directly or indirectly offered, paid, or promised to pay, or authorized the payment of, any money or other thing of value (including any fee, gift, sample, travel expense, or entertainment with a value in excess of \$100.00 in the aggregate to any one individual in any year), to:

(i) any individual who is an official, officer, agent, employee or representative of any Governmental Entity, or of any existing or prospective customer (whether government-owned or non-government-owned);

(ii) any political party or official thereof;

(iii) any candidate for political or political party office; or

(iv) any other Person;

while knowing or having reason to believe that all or any portion of such money or thing of value would be offered, given, or promised, directly or indirectly, to any such official, officer, agent, employee, representative, political party, political party official, candidate, or other Person affiliated with such customer, political party or official, or political office.

**Section 5.27. [Intentionally Omitted]**

**Section 5.28. Full Disclosure.** All documents and other papers delivered by or on behalf of Sellers pursuant to this Agreement or any Ancillary Agreement or referenced in the Disclosure Schedule are accurate and complete and are authentic. To Seller's Knowledge, no representation or warranty of Sellers contained in this Agreement or the Disclosure Schedule contains any untrue statement of a material fact or omits to state a material fact necessary in

order to make the statements herein or therein, in light of the circumstances under which they were made, not misleading in any material respect.

## ARTICLE VI

### **REPRESENTATIONS AND WARRANTIES OF BUYER**

As a material inducement to Sellers to enter into this Agreement, the Buyer represents and warrant to Sellers, as of the date of this Agreement and as of the Closing Date, that:

**Section 6.1. Corporate Organization and Qualification.** Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. Buyer is qualified and in good standing as a foreign corporation in each jurisdiction where the properties owned, leased, or operated by it, or the business conducted by it, requires such qualification, except where the failure to be so qualified or in good standing would not, individually or in the aggregate, result in a Material Adverse Effect on Buyer. Buyer has all requisite corporate power and authority to conduct its business as presently conducted and to own, lease and operate the properties and assets used in such business.

**Section 6.2. Authority, Validity and Effect.** Buyer has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and each of the Ancillary Agreements to which each is a party and to consummate the transactions contemplated hereby and thereby. This Agreement has been, and as and when executed the Ancillary Agreements to which it is a party will have been, duly and validly executed by Buyer and, assuming the entry of the Sale Order and the due execution and delivery of this Agreement and the Ancillary Agreements to which it is a party by Sellers, will constitute legal, valid and binding agreements of Buyer, enforceable against it accordance with their respective terms, except as limited by applicable bankruptcy, reorganization, insolvency, moratorium or other similar Laws affecting the enforcement of creditors' rights generally.

**Section 6.3. No Conflict; Required Filings and Consents.**

(a) Except for the Sale Order, no notices to, Consents of, or filings or registrations with, any Governmental Entity are necessary in connection with the execution and delivery by Buyer of this Agreement and each of the Ancillary Agreements to which it is a party, the performance of its obligations herein and therein, and the consummation by it of the transactions contemplated hereby and thereby.

(b) The execution, delivery and performance by Buyer of this Agreement and each of the Ancillary Agreements to which it is a party, and the consummation by it of the transactions contemplated hereby and thereby, do not and will not (i) conflict with the charter or bylaws of Buyer, (ii) require any Consent under, conflict with, result in a violation or breach of, or constitute a default (or give rise to any right of termination, cancellation or acceleration) under, any of the terms, conditions or provisions of any note, bond, mortgage, Contract or other instrument or obligation to which Buyer or any of its Subsidiaries is a party or by which Buyer's or any of its Subsidiaries' properties or assets may be bound, (iii) conflict with, result in a violation or breach of, or constitute a default (or give rise to any right of termination,

cancellation or acceleration) under, any of the terms, conditions or provisions of any Permit, or (iv) conflict with, violate any Order or Law applicable to Buyer or any of Buyer's properties or assets, except, with respect to clauses (ii), (iii) and (iv), for any such conflicts, violations, breaches, defaults, rights of termination, cancellation or acceleration, or other occurrences, which would not, individually or in the aggregate, have a Material Adverse Effect on Buyer.

**Section 6.4. Brokers' Fees.** There are no claims for brokerage commissions, finders' fees, or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of Buyer, except those for which Buyer is solely responsible.

## ARTICLE VII

### COVENANTS

**Section 7.1. Bankruptcy Court Filings.** Sellers shall (a) use commercially reasonable efforts to obtain entry of the Bidding Procedures Order by December 31, 2015, and (b) use commercially reasonable efforts to obtain entry of the Sale Order by January 28, 2016. Buyer agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining the Bidding Procedures Order and the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of demonstrating that Buyer is a "good faith" buyer under Section 363(m) of the Bankruptcy Code. Sellers shall consult with Buyer and its representatives concerning any Order of the Bankruptcy Court relating to this Agreement and the Bankruptcy Cases and provide Buyer with copies of applications, pleadings, notices, proposed Orders and other documents relating to such proceedings as soon as reasonably practicable prior to any submission thereof to the Bankruptcy Court. If any Order of the Bankruptcy Court relating to this Agreement shall be appealed by any Person (or a petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or re-argument shall be filed with respect to any such Order), Sellers shall diligently defend against such appeal, petition or motion and shall use its reasonable best efforts to obtain an expedited resolution of any such appeal, petition or motion; provided that Sellers shall consult with Buyer regarding the status of any such actions. Any material changes to the form of the Bidding Procedures Order or the Sale Order must be approved by Buyer. Sellers further covenant and agree that, after the Closing, the terms of any reorganization plan submitted to the Bankruptcy Court or any other court by or with the support of Sellers for confirmation shall not conflict with, supersede, abrogate, nullify or restrict the terms of this Agreement, or in any way prevent or interfere with the consummation or performance of the transactions contemplated by this Agreement.

**Section 7.2. Commercially Reasonable Efforts to Satisfy Conditions.** Subject to the terms and conditions of this Agreement, each of Buyer and each Seller agrees to use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or desirable, or advisable under applicable Laws, so as to enable the Parties to consummate, as soon as practicable, the transactions contemplated hereby which are required to be performed prior to or at the Closing, including the satisfaction of the conditions set forth in this Agreement, and the Parties shall cooperate with each other fully and in good faith to that end.

**Section 7.3. Operation of the Business Prior to Closing.** Except as otherwise contemplated by this Agreement, and limited by Sellers' lack of funds to pay certain expenses related to the operation of its Business, between the date hereof and the Closing (except as specifically required or permitted by this Agreement or required by Law, or as shall be provided by any Order of the Bankruptcy Court, or except as Buyer shall otherwise consent in writing thereto), each of the Sellers shall use its commercially reasonable efforts to, and shall cause its Subsidiaries to, use their commercially reasonable efforts to operate in the Ordinary Course of Business, maintain relationships with the current material customers and suppliers of the Business (if any), retain the services of current officers and other key employees, keep the Purchased Assets in good working order and operating condition and maintain all Owned IP in good standing (including payment of filing, examination and maintenance fees and proofs of use, and without allowing any Owned IP to lapse, expire or be abandoned); provided, however, that notwithstanding any lack of funds, Sellers shall not shut down or disconnect any computer servers or other hardware, or any cloud computing services, or take any other action that could cause any loss, damage, destruction, or impairment of any Software or Technology comprised by the Purchased Assets, or permit any Owned IP to fail to be in good standing. In furtherance of the foregoing, (x) each of the Sellers shall, and shall cause its Subsidiaries, representatives, and agents to, keep all of their respective assets which comprise, host or include any Software or Technology in good and operable working condition, properly maintained, and online through the time of delivery to Buyer hereunder, with all such Software and Technology, including the MediaShift Monetization Platform, properly installed and running, and (y) except as specifically required or permitted by this Agreement or required by Law, or except as Buyer's prior written consent to do otherwise is obtained (which consent shall not be unreasonably withheld, conditioned or delayed), Sellers shall not, and shall cause their Subsidiaries not to:

(a) sell, transfer, license, encumber or otherwise dispose of, or subject to any Lien, any Purchased Assets or any interest therein;

(b) move any Purchased Assets away from the Glendale Office Property (or, if any Purchased Assets are currently located at any facility other than the Glendale Office Property, move such Purchased Assets away from their current location;

(c) undertake any new material business opportunity outside the Ordinary Course of Business;

(d) except for (i) the DIP Loan Facility or (ii) otherwise in the Ordinary Course of Business in an amount not to exceed \$20,000 in the aggregate, create or incur any Indebtedness;

(e) transfer or license to any Person or otherwise extend, amend or modify any of the Proprietary Rights of any Seller, other than in the Ordinary Course of Business;

(f) acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial portion of the assets or stock or other securities of, or by any other manner, any business or any Person or division thereof;

(g) (i) enter into any new Contract material to the Business, other than in the Ordinary Course of Business, or (ii) materially modify, amend or terminate any Contract material to the Business to which Seller is a party or waive, release, or assign any material rights or claims thereunder;

(h) take any actions that would have, or could reasonably be expected to have, a Material Adverse Effect on any Seller, this transaction, or the Business; or

(i) authorize any of, or commit or agree to take any of, the foregoing actions.

#### **Section 7.4. Access to Information.**

(a) Upon reasonable notice and subject to any reasonable non-disclosure agreement reasonably requested by Sellers or their Subsidiaries, Sellers shall afford to Buyer's officers, employees, counsel, accountants, financing sources and other authorized representatives (collectively, the "Buyer Representatives"), reasonable access, during normal business hours throughout the period prior to the Closing Date, to their respective officers, directors, managers, employees, accountants and other advisors, properties, books, records, Permits and Contracts for purposes of verifying the representations and warranties made under this Agreement and to evaluate the transactions contemplated by this Agreement, and, during such period, Sellers shall and shall cause their Subsidiaries to promptly furnish to such Buyer Representatives all financial, operating and other data and information concerning the Sellers and their properties, businesses and personnel as may reasonably be requested in writing by Buyer. Without limiting the generality of the foregoing, during the period prior to the Closing Date, Sellers shall promptly provide Buyer with, or afford Buyer the right to make copies of (A) all existing Contracts with vendors, suppliers, customers, distributors, employees, officers, and independent contractors, and other material Contracts, and all Contracts with Affiliates; (B) all operating and financial reports prepared by or for the Sellers for Sellers' senior management; (C) all books and records relating to any meetings of, and/or actions taken by, the stockholders of either Seller, the board of directors of either Seller and any committees thereof, and the stockholders, directors, and comparable authorities of any Subsidiary of either Seller; (D) all correspondence to MediaShift from outside counsel with respect to Litigation or Claims by or against MediaShift or any of its Subsidiaries; (E) all "management letters" and similar correspondence from accounting firms to MediaShift or any of its Subsidiaries; (F) any written materials or communications sent by or on behalf of Sellers to the stockholders of MediaShift; (G) any notice, report or other document filed with or sent to any Governmental Entity; and (H) any notice received by Sellers or their representatives from any Governmental Entity or third party, with respect to any Claim against any Seller or any alleged failure by any Seller to comply in full with all applicable Laws. Notwithstanding the foregoing, Buyer shall not be entitled to any documents or information protected by the attorney-client, work-product or other similar privilege belonging to Sellers or any of their Affiliates.

(b) Buyer agrees that it will, and will cause its Buyer Representatives to, use any information obtained pursuant to this Section 7.4 only in connection with the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements and for no other reason or purpose whatsoever.

### **Section 7.5. Confidentiality.**

(a) Confidentiality. Sellers shall, and shall cause their current and future Subsidiaries and other Affiliates to, treat and hold as confidential any information concerning the Business (including all Proprietary Rights) that is not already generally available to the public (the "Confidential Information"), refrain from using any of the Confidential Information except in connection with this Agreement and/or the operation of the Business, and at any time upon the request of Buyer, deliver promptly to Buyer or destroy, at the request and option of Buyer, all copies of the Confidential Information which are in its possession or under its control. If any Seller, or any of their respective Subsidiaries or other Affiliates, is requested or required (by oral question or request for information or documents in any Litigation or similar process) to disclose any Confidential Information, Sellers shall notify Buyer promptly of the request or requirement so that Buyer may seek an appropriate protective order or waive compliance with the provisions of this Section 7.5(a). If, in the absence of a protective order or the receipt of a waiver hereunder, a Seller or any of their respective Subsidiaries and other Affiliates is, on the advice of counsel, compelled to disclose any Confidential Information to any Governmental Entity or else stand liable for contempt, such Seller or such Subsidiary or other Affiliate may disclose the Confidential Information to such Governmental Entity; provided that such Seller shall, and shall cause any such Subsidiary or other Affiliate to, use commercially reasonable efforts to obtain, at the request and expense of Buyer, an order or other assurance that confidential treatment shall be accorded to such portion of the Confidential Information required to be disclosed as Buyer shall designate. Notwithstanding the foregoing, Sellers and their Subsidiaries shall be permitted to use Confidential Information, to the extent such use does not adversely affect Buyer or its and its Affiliates' post-Closing operation of the Business, to facilitate the recovery on, or monetization of, any Excluded Assets, or as otherwise required to fully administer their Bankruptcy Cases, comply with any applicable Law, defend any Claims or Litigation, prosecute any Claims or Litigation that constitute Excluded Assets, and object or challenge any disputed Claims asserted against Sellers.

(b) Remedy for Breach. Each Seller acknowledges and agrees that in the event of a breach of any of the provisions of this Section 7.5, monetary damages shall not constitute a sufficient remedy. Consequently, in the event of any such breach, Buyer, or its successors or assigns may, in addition to other rights and remedies existing in their favor, apply to any court of law or equity of competent jurisdiction for specific performance or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof, in each case without the requirement of posting a bond or proving actual damages.

### **Section 7.6. Certain Tax Matters.**

(a) Sellers will be responsible for preparing and filing any ad valorem and personal property Tax Returns ("Property Tax Returns") with respect to the Purchased Assets for Tax periods ending on or before the Closing Date and subject to proration of such Taxes as described below, will make all payments required with respect to each such Tax Return. Buyer will be responsible for preparing and filing any Property Tax Returns for the Purchased Assets for all periods commencing after the Closing Date and subject to proration of such Taxes as described below, will make all payments required with respect to each such Tax Return. Such ad valorem and personal property Taxes that are imposed on a periodic basis and are payable for a

taxable period that includes (but does not end on) the Closing Date (a “Straddle Period”), shall be prorated between Buyer and Sellers by prorating the Taxes owed for the Straddle Period on a per-diem basis (by assuming the applicable Seller held such assets through the Closing Date). Buyer and each Seller shall cooperate, as and to the extent reasonably requested by a party, in connection with the filing of Tax Returns pursuant to this Agreement and any audit, Litigation or other proceeding with respect to Taxes. Such cooperation shall include the retention and (upon a Party’s request) the provision of records and information which are reasonably relevant to any such audit, Litigation or other proceeding, making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder, and timely notification of receipt of any notice of an audit or notice of deficiency relating to any Tax or Tax Return with respect to which the non-recipient may have Liability hereunder.

(b) Sellers shall file or cause to be filed all necessary Tax Returns and other documentation with respect to any Transfer Taxes and shall be solely responsible for the payment of any Transfer Taxes that may be or become due. If required by applicable Law, Buyer shall join in the execution of any such Tax Returns or such other related documentation. For the avoidance of doubt, Sellers shall be solely responsible for any and all income, gross receipts, and similar Taxes of Sellers and their respective Subsidiaries, for all periods (whether before or after the Closing), including all Taxes on any gains recognized by Sellers in connection with the transactions contemplated by this Agreement and the Ancillary Agreements, and Sellers shall be solely responsible for preparing and filing all Tax Returns relating thereto. At the reasonable request of Buyer, Sellers will certify to Buyer that Sellers have paid all such income, gross receipts and similar Taxes and have prepared and filed all such Tax Returns, and shall provide Buyer with reasonable evidence of the same.

#### **Section 7.7. Employment.**

(a) Buyer and Sellers acknowledge that Buyer has no obligation to make, and does not currently intend to make, any offer of employment to any of Sellers’ employees.

(b) If, notwithstanding the foregoing, Buyer makes an offer of employment to any current or former employee of Sellers, and such person accepts such offer of employment (any such person, a “Transferred Employee”) the terms of any such employment shall be as arranged between Buyer and such Transferred Employee. Prior to any such employment with Buyer, Sellers shall release each Transferred Employee from any employment agreement with Sellers, and Sellers shall be solely responsible for any and all Employee Claims or Employee Obligations as a result of the termination of employment with Sellers, or otherwise with respect to the employment, conditions or employment, or termination of employment prior to the Closing of any such Transferred Employee.

(c) With respect to all employees and independent contractors of Sellers who are not offered employment by Buyer, Sellers shall be solely responsible for all severance pay and similar costs and expenses in the event any of them are severed by Sellers, and all other Employee Claims or Employee Obligations related to such employees and independent contractors.

(d) Sellers shall provide all notices and fulfill all obligations, if any, under Section 4980B(f) of the Code with respect to the Transferred Employees.

(e) From and after the Closing, Sellers shall promptly upon Buyer's written request enforce any and all employment, non-competition, non-solicitation, confidentiality, assignment of Proprietary Information, intellectual property and proprietary information Contracts by and between each Seller and any present or former employees, officers, directors, retirees, independent contractors or consultants of each Seller.

**Section 7.8. Personally Identifiable Information.** Buyer shall honor and observe any and all policies of Sellers in effect on the Petition Date prohibiting the transfer of personally identifiable information about individuals and otherwise comply with the requirements of Section 363(b)(1)(A) of the Bankruptcy Code.

**Section 7.9. Certain Adequate Assurances.** Buyer shall be responsible for providing any adequate assurance of the future performance of any Assigned Contracts required by Sections 365(b)(1)(C) and/or 365(f)(2)(B) of the Bankruptcy Code, as applicable.

**Section 7.10. Notification of Certain Matters.** The Parties shall promptly advise each other orally and in writing of (a) any representation or warranty made by such Party contained in this Agreement becoming untrue or inaccurate in any material respect, (b) the failure by it to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by it under this Agreement, or (c) any change or event (i) having, or which, insofar as can reasonably be foreseen, would have, a Material Adverse Effect on Buyer or any Seller, as the case may be, or (ii) which has resulted, or which, insofar as can reasonably be foreseen, would result, in any of the conditions set forth in Article VIII not being satisfied; provided, however, that no such notification shall affect the representations, warranties, covenants or agreements of the Parties or the conditions to the obligations of the Parties under this Agreement. Promptly upon request, Sellers shall advise Buyer in writing as to the location of any and all tangible property comprised by the Purchased Assets.

**Section 7.11. Further Assurances.** Each of the Parties hereto shall use its commercially reasonable efforts to take or cause to be taken all appropriate action and do, or cause to be done, all things reasonably necessary or appropriate to consummate and make effective the transactions contemplated by this Agreement, and to vest Buyer with full rights, titles, interests, and possession of the Purchased Assets, including the execution of any additional documents, instruments or conveyances of any kind (not containing additional representations and warranties) which may be necessary or appropriate to carry out any of the provisions hereof. Promptly upon any written request by Buyer, Sellers shall assemble and prepare all or any Purchased Assets described in such request for delivery to Buyer at a location to be agreed by the Parties; provided, however, that Sellers shall not move or assemble any Purchased Assets unless so requested. If Buyer requests that the any tangible personal property be delivered to Buyer at any location other than the Glendale Office Property, Buyer shall pay any reasonable out-of-pocket costs actually incurred by Sellers to prepare, pack, and ship, such personal property. Sellers shall use their best efforts to obtain access to the Glendale Office Property to inspect, test, prepare, pack, and ship any tangible personal property, and to upload to the cloud and/or backup any Software, Technology, data, or other intangible property, included in the Purchased Assets.

**Section 7.12. Publicity.** Before the Closing Date, the Parties will consult with each other and will mutually agree upon any press releases pertaining to the transactions contemplated by this Agreement and shall not issue any such press releases prior to such consultation and agreement, except as may be required by applicable Law, in which case the Party proposing to issue such press release shall use its commercially reasonable efforts to consult in good faith with the other Party before issuing any such press release. Notwithstanding the foregoing, the Parties may disclose the existence and terms of this Agreement in such manner as shall be required to comply with the Bidding Procedures Order.

**Section 7.13. Name Change.** By the close of business on the fifth Business Day following the Closing Date, each Seller shall change its corporate name, and the corporate name of each of its Subsidiaries, to names that do not include the words “MediaShift”, “Ad-Vantage” or any other trademark, service mark, trade name or other Proprietary Rights included in the Purchased Assets, and shall use commercially reasonable efforts to change the caption of the Bankruptcy Cases to reflect their new names.

**Section 7.14. No Control of Other Party’s Business; Other Actions.** Nothing contained in this Agreement is intended to give Buyer, directly or indirectly, the right to control or direct any Seller’s or their direct or indirect Subsidiaries’ operations prior to the Closing Date. Prior to the Closing Date, Sellers and their direct and indirect Subsidiaries shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over their respective businesses, assets and operations.

**Section 7.15. Remittance of Payments.** From and after the Closing, Sellers shall promptly remit to Buyer, in the form received or in such form as Buyer shall reasonably request, any payments which Sellers may receive which properly belong to Buyer and that do not relate to an Excluded Asset or a Retained Liability, and Buyer shall promptly remit to Sellers, in the form received or in such form as Sellers shall reasonably request, any payments which Buyer may receive which properly belong to Sellers and that do not relate to a Purchased Asset or an Assumed Liability. Each Party agrees to reasonably cooperate with the other Parties to ensure that each Party receives all such payments and the benefit thereof, including endorsing any check over to the Party to whom such check properly belongs.

**Section 7.16. Asserted Broker Claims.** Sellers shall jointly and severally indemnify and hold Buyer and its Affiliates harmless from and against the Asserted Broker Claims and any amounts due to, and any Claims asserted by, Houlihan Lokey Capital, Inc.

## ARTICLE VIII

### CONDITIONS TO CLOSING

**Section 8.1. Conditions to Buyer’s Obligations.** The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions as of the Closing Date:

(a) the representations and warranties of Sellers set forth in Article V hereof shall be true and correct in all material respects (except that any such representations and

warranties qualified as to “materiality” or “Material Adverse Effect” shall be true and correct in all respects) at and as of the Closing Date as though then made and as though the Closing Date were substituted for the date of this Agreement throughout such representations and warranties (except to the extent such representations and warranties speak as of a specified date, in which case such representations and warranties shall be true and correct on and as of such specified date);

(b) Sellers shall have performed and complied in all material respects with all of the covenants and agreements required to be performed by them under this Agreement on or before the Closing;

(c) all governmental filings, authorizations, and Consents that are required for the consummation of the transactions contemplated hereby shall have been duly made and obtained, and any notice periods required in connection therewith shall have expired;

(d) the Bidding Procedures Order shall have become a Final Order;

(e) the Sale Order shall have been issued by the Bankruptcy Court;

(f) the Sale Order shall have become a Final Order (unless this condition shall have been waived in writing by Buyer);

(g) the Purchased Assets shall be assumed, assigned and sold to Buyer, as the case may be, in accordance with the Sale Order;

(h) there shall not be in effect any Order by a Governmental Entity of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby; and

(i) none of Buyer or its Affiliates shall have been named as defendants in or parties to the TravelSpike Litigation or the TravelSpike II Litigation.

Any condition specified in this Section 8.1 may be waived by Buyer in its sole discretion; provided, however, that no such waiver shall be effective unless it is set forth in a writing duly executed by Buyer.

**Section 8.2. Conditions to Sellers’ Obligations.** The obligation of Sellers to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions as of the Closing Date:

(a) the representations and warranties of Buyer set forth in Article VI hereof shall be true and correct in all material respects (except that any such representations and warranties qualified as to “materiality” or “Material Adverse Effect” shall be true and correct in all respects) at and as of the Closing Date as though then made and as though the Closing Date were substituted for the date of this Agreement throughout such representations and warranties (except to the extent such representations and warranties speak as of a specified date, in which case such representations and warranties shall be true and correct on and as of such specified date);

(b) Buyer shall have performed and complied in all material respects with all of the covenants and agreements required to be performed by it under this Agreement on or before the Closing;

(c) all governmental filings, authorizations, and Consents that are required for the consummation of the transactions contemplated hereby shall have been duly made and obtained, including the Sale Order, and any notice periods required in connection therewith shall have expired;

(d) there shall not be in effect any Order by a Governmental Entity of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby; and

(e) the Other Secured Claimants shall deliver a release and waiver, effective as of the Closing, in proper form reasonably acceptable to Sellers as reasonably necessary to comply with Section 3.3(b)(i).

Any condition specified in this Section 8.2 may be waived by Sellers in their sole discretion; provided, however, that no such waiver shall be effective unless it is set forth in a writing duly executed by each Seller.

## ARTICLE IX

### TERMINATION

**Section 9.1. Termination of Agreement.** This Agreement may be terminated prior to the Closing as follows:

(a) by mutual written consent of Sellers and Buyer;

(b) by Sellers or Buyer, if there shall be in effect a Final Order of a Governmental Entity of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby; it being agreed that the Parties hereto shall promptly appeal any adverse determination which is appealable (and pursue such appeal with reasonable diligence);

(c) by Buyer:

(i) if there shall be a material breach by Sellers of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 8.1, which breach cannot be cured or has not been cured by the earlier of (A) ten Business Days after the giving of written notice by Buyer to Sellers of such breach and (B) the Termination Date;

(ii) in the event that (A) the hearing on the motion to approve the Bidding Procedures Order has not been completed on or before December 30, 2015, (B) the Bankruptcy Court has not entered the Bidding Procedures Order on or before December 31,

2015, and/or (C) the Bidding Procedures Order shall have been stayed, vacated, modified or supplemented without Buyer's prior written consent;

(iii) if the Sale Order with respect to the transactions contemplated by this Agreement has become a Final Order, and (A) Buyer has provided Sellers with written notice that it is prepared to consummate the transactions contemplated by this Agreement, (B) the conditions to Closing in Article VIII have been satisfied (or waived, to the extent permissible, by the Party entitled to the benefit of such condition), other than those conditions that by their nature can only be satisfied at Closing, and (C) the Closing does not occur within five Business Days after Buyer providing Sellers with such notice;

(iv) if, prior to the Closing, the Bankruptcy Court enters an Order dismissing, or converting into cases under Chapter 7 of the Bankruptcy Code, any of the Sellers' Bankruptcy Cases, or appoints a trustee in any of the Sellers' Bankruptcy Cases or appoints a responsible officer or an examiner with enlarged powers to operate the Business or dispose of assets relating to the operation of Sellers' businesses (beyond those set forth in Section 1106(a)(3) or (4) of the Bankruptcy Code) under Bankruptcy Code Section 1106(b), or such an Order of dismissal, conversion or appointment is entered for any reason and is not reversed or vacated within 14 calendar days after the entry thereof;

(v) if Sellers enter into an Alternative Proposal;

(vi) if the Closing shall not have occurred on or before the close of business on the date which is 20 calendar days after the entry of the Sale Order or such later date as determined by Buyer in its sole discretion (the "Termination Date"); provided, however, that if the Closing shall not have occurred on or before the Termination Date due to a breach of any of the representations, warranties, covenants or agreements contained in this Agreement by Buyer, which would give the Sellers a right not to close pursuant to Article VIII, then Buyer may not terminate this Agreement pursuant to this Section 9.1(c)(vi); or

(vii) if any of the conditions to the obligations of Buyer set forth in Section 8.1 shall have become incapable of fulfillment other than as a result of a breach by Buyer of any covenant or agreement contained in this Agreement, and such condition is not waived by Buyer;

(d) by Sellers:

(i) if any condition to the obligations of Sellers set forth in Section 8.2 shall have become incapable of fulfillment other than as a result of a breach by Sellers of any covenant or agreement contained in this Agreement, and such condition is not waived by Sellers;

(ii) if there shall be a material breach by Buyer of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 8.2, which breach cannot be cured or has not been cured by the earlier of (A) ten Business Days after the giving of written notice by Sellers to Buyer of such breach and (B) the Termination Date;

(iii) if the Closing shall not have occurred on or before the Termination Date; provided, however, that if the Closing shall not have occurred on or before the Termination Date due to a breach of any of the representations, warranties, covenants or agreements contained in this Agreement by the Sellers, which would give the Buyer a right not to close pursuant to Article VIII, then the Sellers may not terminate this Agreement pursuant to this Section 9.1(d)(iii);

(iv) if the Sale Order with respect to the transactions contemplated by this Agreement has been entered and (A) the Sellers have provided Buyer with written notice that they are prepared to consummate the transactions contemplated by this Agreement, (B) the conditions to Closing in Article VIII have been satisfied (or waived, to the extent permissible, by the Party entitled to the benefit of such condition), other than those conditions that by their nature can only be satisfied at Closing, and (C) the Closing Date does not occur within five Business Days after the Sellers providing the Buyer with such notice; or

(v) if Sellers enter into and consummate an Alternative Proposal.

**Section 9.2. Effect of Termination.** If this Agreement is validly terminated in accordance with Section 9.1, this Agreement shall terminate and each of the Parties shall be relieved of its respective duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Buyer or Sellers, except as expressly provided in Section 9.3; provided, however, that (a) the provisions of Section 3.1(k) and Section 3.3(b)(ii) regarding the effect of this Agreement on, and the preservation of rights to challenge, the Other Secured Claims in the event Buyer does not close the transaction contemplated by this Agreement and (b) the obligations of the Parties set forth in Section 7.12, Article X, and this Article IX shall survive any such termination and shall be enforceable hereunder.

**Section 9.3. Expense Reimbursement.** Anything contained herein to the contrary notwithstanding, (a) if this Agreement is terminated at any time pursuant to Section 9.1(c)(i), or (b) if this Agreement is terminated at any time before the Closing pursuant to Section 9.1(c)(v), or Section 9.1(d)(v), and the Sellers consummate an Alternative Proposal at a price not less than the sum of the Total Consideration (as defined in this Agreement, as originally executed) plus \$5,000,000, then, in either such event, Sellers, on a joint and several basis, shall reimburse Buyer for its actual out-of-pocket expenses (including attorney's fees) incurred in connection with the transactions contemplated by this Agreement and the DIP Loan Facility in an amount not to exceed \$200,000 (the "Reimbursable Expenses"). The Reimbursable Expenses shall be due and payable as allowed administrative priority expenses of Sellers under Section 503(b)(1) of the Bankruptcy Code upon the consummation of any transaction pursuant to an Alternative Proposal, (or, if earlier, in the case of any termination of this Agreement pursuant to Section 9.1(c)(i), the earlies of the consummation of a plan of reorganization or plan of liquidation in the Bankruptcy Case, any dismissal of the Bankruptcy Case, and any conversion of the Bankruptcy Case to a case under Chapter 7 of the Bankruptcy Code).

## ARTICLE X

### MISCELLANEOUS

**Section 10.1. Survival.** The representations and warranties of the Parties made in this Agreement shall not survive the Closing Date.

**Section 10.2. Rules of Construction.**

(a) All references in this Agreement to "dollars" or "\$" shall mean United States dollars.

(b) When a reference is made in this Agreement to a Section or Article, such reference shall be to a Section or Article of this Agreement unless otherwise clearly indicated to the contrary.

(c) Whenever the words "include", "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "but not limited to."

(d) The words "hereof" "hereby" "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement.

(e) The plural of any defined term shall have a meaning correlative to such defined term, and words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(f) A reference to any Party to this Agreement or any other agreement or document shall include such Party's permitted successors and permitted assigns.

(g) A reference to any legislation or to any provision of any legislation shall include any modification or re-enactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.

**Section 10.3. Expenses.** Unless otherwise specifically provided for herein, the Parties shall pay all of their own fees, costs, and expenses (including all court fees, the fees and expenses of the U.S. Trustee and any official committees appointed in the Bankruptcy Cases, the fees, costs and expenses of legal counsel, investment bankers, brokers, or other representatives and consultants and appraisal fees, costs, and expenses) incurred in connection with the negotiation of this Agreement and the other agreements contemplated hereby, the performance of its obligations hereunder and thereunder, and the consummation of the transactions contemplated hereby and thereby.

**Section 10.4. Amendment and Waiver.** This Agreement may be amended and any provision of this Agreement may be waived only if such amendment or waiver is set forth in a writing executed by Buyer and each of the Sellers. No course of dealing between or among any Persons having any interest in this Agreement shall be deemed effective to modify, amend, or discharge any part of this Agreement or any rights or obligations of any Party under or by reason of this Agreement.

**Section 10.5. Notices.** All notices, demands, and other communications given or delivered under this Agreement shall be in writing and shall be deemed to have been given, (a) when received if given in person, (b) on the date of electronic confirmation of receipt if sent by e-mail or other wire transmission, (c) three days after being deposited in the U.S. mail, certified or registered mail, postage prepaid, or (d) one day after being deposited with a reputable overnight courier. Notices, demands, and communications to the Parties shall, unless another address is specified in writing, be sent to the address or facsimile number indicated below:

Notices to Sellers:

MediaShift, Inc.  
600 North Brand Blvd, Suite 230  
Glendale, California 91203  
Attention: Rick Baran  
E-mail: Rick.Baran@mediashift.com

with a copy to:

Levene, Neale, Bender, Yoo & Brill L.L.P.  
10250 Constellation Blvd., Suite 1700  
Los Angeles, CA 90067  
Attention: Ron Bender, Esq. and Todd M. Arnold, Esq.  
Fax: (310) 229-1244  
Email: [rb@lnbyb.com](mailto:rb@lnbyb.com), [tma@lnbyb.com](mailto:tma@lnbyb.com)

Notices to Buyer:

MediaShift Holdings, Inc.  
4500 Cherry Creek Drive South, Suite 550  
Glendale, Colorado 80246  
Attention: Darren M. Fisk, President  
E-mail: DFisk@forumre.com

with a copy to:

Drinker Biddle & Reath LLP  
1177 Avenue of the Americas  
New York, New York 10036-2714  
Attention: Marc A. Leaf, Esq.  
E-mail: Marc.Leaf@dbr.com

**Section 10.6. Binding Agreement; Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Buyer may assign its rights and delegate its obligations hereunder to any Affiliate of Buyer, and may designate any one or more Affiliates of Buyer to acquire any of the Purchased Assets at the Closing, provided that no such assignment, delegation, or designation shall relieve Buyer of its obligations under this Agreement to be performed at or prior to the Closing, including the payment and delivery of the Total Consideration as provided for in Article III, and provided further the Person acquiring the rights of Sellers under any of the Assigned Contracts hereunder shall also assume the Assumed Liabilities with respect to such Assigned Contract. Neither Seller may assign this Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of Buyer.

**Section 10.7. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

**Section 10.8. Entire Agreement.** This Agreement and the documents referred to herein contain the entire agreement between the Parties and supersede any prior understandings, agreements, or representations by or between the Parties, written or oral, which may have related to the subject matter hereof in any way.

**Section 10.9. Counterparts.** This Agreement may be executed in two or more counterparts, and by the different parties hereto in separate counterparts, each of which executed counterparts and any photocopies and facsimile copies and electronically transferred copies thereof, shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

**Section 10.10. Governing Law.** This Agreement is delivered in the State of New York. All questions concerning the construction, validity, and interpretation of this Agreement shall be

governed by and construed in accordance with the Laws of the State of New York applicable to contracts made therein.

**Section 10.11. Submission to Jurisdiction; Consent to Service of Process.**

(a) Without limiting any Party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any Claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (ii) any and all Litigation related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 10.5 hereof; provided, however, that if the Bankruptcy Cases have closed or the Bankruptcy Court refuses to exercise jurisdiction, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Central District of California and any appellate court thereof, for the resolution of any such Claim or dispute. 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 for the maintenance of such dispute. Each of the Parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each of the Parties hereto hereby consents to process being served by any Party to this Agreement in any Litigation by delivery of a copy thereof in accordance with the provisions of Section 10.5.

**Section 10.12. Waiver of Right to Trial by Jury.** Each Party to this Agreement waives any right to trial by jury in any action, matter or proceeding regarding this Agreement or any provision hereof.

**Section 10.13. Parties in Interest.** Nothing in this Agreement, express or implied, is intended to confer on any Person whatsoever, other than the Parties, any rights or remedies under or by virtue of this Agreement.

**Section 10.14. Descriptive Headings.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

**Section 10.15. Incorporation of Schedules.** The Schedules and Disclosure Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

[signature pages follow]

**IN WITNESS WHEREOF**, the Parties have executed this Asset Purchase Agreement as of the date first written above.

**SELLERS:**

**MEDIASHIFT, INC.**

By:  \_\_\_\_\_

Print Name: Rick Baran

Its: President

**AD-VANTAGE NETWORKS, INC.**

By:  \_\_\_\_\_

Print Name: Rick Baran

Its: President

**BUYER:**

**MEDIASHIFT HOLDINGS, INC.**

By:  \_\_\_\_\_

Print Name: Darren Fisk

Its: President

**Promissory Notes**

**SCHEDULE A**

Petition Date: 9/30/2015

DATE	PRINCIPAL	LENDER	RATE	DAILY	ACCRUED	TOTAL	OBLIGOR
11/29/2013	\$ 25,000	Charles Kirby	12%	\$ 8.22	\$ 5,506.85	\$ 30,506.85	MSHF
6/3/2014	\$ 30,000	Don Larson	12%	\$ 9.86	\$ 4,773.70	\$ 34,773.70	MSHF
10/31/2013	\$ 52,500	Elevation Fund	12%	\$ 17.26	\$ 12,064.93	\$ 64,564.93	MSHF
11/19/2013	\$ 100,000	Elevation Fund	10%	\$ 27.40	\$ 18,630.14	\$ 118,630.14	MSHF
11/29/2013	\$ 25,000	Elevation Fund	12%	\$ 8.22	\$ 5,506.85	\$ 30,506.85	MSHF
12/11/2013	\$ 60,000	Elevation Fund	12%	\$ 19.73	\$ 12,979.73	\$ 72,979.73	MSHF
12/16/2013	\$ 20,000	Elevation Fund	12%	\$ 6.58	\$ 4,293.70	\$ 24,293.70	MSHF
12/26/2013	\$ 100,000	Elevation Fund	12%	\$ 32.88	\$ 21,139.73	\$ 121,139.73	MSHF
1/13/2014	\$ 105,000	Elevation Fund	12%	\$ 34.52	\$ 21,575.34	\$ 126,575.34	MSHF
2/12/2014	\$ 45,000	Elevation Fund	12%	\$ 14.79	\$ 8,802.74	\$ 53,802.74	MSHF
2/13/2014	\$ 175,000	Elevation Fund	12%	\$ 57.53	\$ 34,175.34	\$ 209,175.34	MSHF
4/14/2014	\$ 40,000	Elevation Fund	12%	\$ 13.15	\$ 7,022.47	\$ 47,022.47	MSHF
5/13/2014	\$ 25,000	Elevation Fund	12%	\$ 8.22	\$ 4,150.68	\$ 29,150.68	MSHF
SUBTOTAL	\$ 747,500			\$ 240.27	\$ 150,341.64	\$ 897,841.64	
1/17/2014	\$ 200,000	James Veldkamp	12%	\$ 65.75	\$ 40,832.88	\$ 240,832.88	MSHF
8/1/2014	\$ 200,000	JMW Fund	12% Note 1	\$ 65.75	\$ 27,945.21	\$ 227,945.21	MSHF
8/1/2014	\$ 200,000	JMW Fund	10% Note 1	\$ 54.79	\$ 23,287.67	\$ 223,287.67	ADV N
SUBTOTAL	\$ 400,000			\$ 120.55	\$ 51,232.88	\$ 451,232.88	
5/28/2014	\$ 25,000	Kearney	12%	\$ 8.22	\$ 4,027.40	\$ 29,027.40	MSHF
8/1/2014	\$ 350,000	Kirby Enterprises Fund	10% Note 1	\$ 95.89	\$ 40,753.42	\$ 390,753.42	ADV N
10/15/2013	\$ 28,000	Kirby Enterprises Fund	10%	\$ 7.67	\$ 5,484.93	\$ 33,484.93	MSHF
11/27/2013	\$ 25,000	Kirby Enterprises Fund	12%	\$ 8.22	\$ 5,523.29	\$ 30,523.29	MSHF
12/11/2013	\$ 140,000	Kirby Enterprises Fund	12%	\$ 46.03	\$ 30,286.03	\$ 170,286.03	MSHF
2/12/2014	\$ 10,000	Kirby Enterprises Fund	12%	\$ 3.29	\$ 1,956.16	\$ 11,956.16	MSHF
4/14/2014	\$ 40,000	Kirby Enterprises Fund	12%	\$ 13.15	\$ 7,022.47	\$ 47,022.47	MSHF
4/28/2014	\$ 50,000	Kirby Enterprises Fund	12%	\$ 16.44	\$ 8,547.95	\$ 58,547.95	MSHF
4/30/2014	\$ 30,000	Kirby Enterprises Fund	12%	\$ 9.86	\$ 5,109.04	\$ 35,109.04	MSHF
5/28/2014	\$ 50,000	Kirby Enterprises Fund	12%	\$ 16.44	\$ 8,054.79	\$ 58,054.79	MSHF
7/7/2014	\$ 50,000	Kirby Enterprises Fund	12%	\$ 16.44	\$ 7,397.26	\$ 57,397.26	MSHF
SUBTOTAL	\$ 773,000			\$ 233.42	\$ 120,135.34	\$ 893,135.34	
4/1/2014	\$ 80,000	Kirby Fund LLC	12%	\$ 26.30	\$ 14,386.85	\$ 94,386.85	MSHF
1/14/2014	\$ 50,000	Nite Media	12%	\$ 16.44	\$ 10,257.53	\$ 60,257.53	MSHF
8/1/2014	\$ 300,000	Richland Fund	12% Note 1	\$ 98.63	\$ 41,917.81	\$ 341,917.81	MSHF
8/1/2014	\$ 100,000	Richland Fund	10% Note 1	\$ 27.40	\$ 11,643.84	\$ 111,643.84	ADV N
SUBTOTAL	\$ 400,000			\$ 126.03	\$ 53,561.64	\$ 453,561.64	
8/1/2014	\$ 200,000	San Gabriel Fund LLC	10% Note 1	\$ 54.79	\$ 23,287.67	\$ 223,287.67	ADV N
8/1/2014	\$ 150,000	West Hampton Special Situations Fun	10% Note 1	\$ 41.10	\$ 17,465.75	\$ 167,465.75	ADV N
9/16/2013	\$ 35,000	West Hampton Special Situations Fun	12%	\$ 11.51	\$ 8,561.10	\$ 43,561.10	MSHF
10/15/2013	\$ 42,000	West Hampton Special Situations Fun	12%	\$ 13.81	\$ 9,872.88	\$ 51,872.88	MSHF
12/11/2013	\$ 100,000	West Hampton Special Situations Fun	12%	\$ 32.88	\$ 21,632.88	\$ 121,632.88	MSHF
1/29/2014	\$ 30,000	West Hampton Special Situations Fun	12%	\$ 9.86	\$ 6,006.58	\$ 36,006.58	MSHF
2/12/2014	\$ 45,000	West Hampton Special Situations Fun	12%	\$ 14.79	\$ 8,802.74	\$ 53,802.74	MSHF
4/30/2014	\$ 70,000	West Hampton Special Situations Fun	12%	\$ 23.01	\$ 11,921.10	\$ 81,921.10	MSHF
SUBTOTAL	\$ 472,000			\$ 146.96	\$ 84,263.01	\$ 556,263.01	
<b>TOTAL:</b>	<b>\$ 3,402,500</b>					<b>\$ 3,965,107.40</b>	

**Notes:**

(1) Interest accrues from 8/1/2014. Dates of actual notes vary.

**Bidding Procedures Order**

RON BENDER (SBN 143364)  
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Attorneys for Chapter 11 Debtors & Debtors in Possession

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
LOS ANGELES DIVISION**

In re:

MediaShift, Inc.,

Debtor and Debtor in Possession.

In re:

Ad-Vantage Networks, Inc.,

Debtor and Debtor in Possession.

Affects Both Debtors

Affects MediaShift, Inc. Only

Affects Ad-Vantage Networks, Inc. Only

Lead Case No.: 2:15-bk-25024-SK  
(Jointly administered with:  
Case No. 2:15-bk-25030-SK)

Chapter 11 Cases

**ORDER (A) APPROVING BIDDING PROCEDURES FOR SALE OF DEBTORS' ASSETS; (B) AUTHORIZING AND SCHEDULING AN AUCTION; (C) SCHEDULING HEARING FOR APPROVAL OF THE SALE OF ASSETS FREE AND CLEAR OF LIENS AND THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO THE SUCCESSFUL BIDDER; (D) APPROVING ATTORNEYS' FEES AND EXPENSE REIMBURSEMENT; (E) APPROVING PROCEDURES AND SETTING DEADLINES FOR THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES INCLUDING CURE AMOUNTS RELATING THERETO; (F) APPROVING CERTAIN DEADLINES AND THE FORM, MANNER AND SUFFICIENCY OF NOTICE; AND (G) GRANTING OTHER RELATED RELIEF**

Hearing:

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Place: Courtroom 1575

255 East Temple Street

Los Angeles, CA 90012

Upon the motion (the “Procedures Motion”), of MediaShift, Inc. (“MediaShift”) and Ad-Vantage Networks, Inc. (“Ad-Vantage”), chapter 11 debtors and debtors-in-possession in the above captioned, jointly-administered bankruptcy cases (collectively, the “Debtors”), Docket No. \_\_\_\_, and the Official Committee of Unsecured Creditors (the “Committee”) seeking entry of an order: (a) approving bidding procedures for the sale of substantially all of the Debtors’ assets; (b) setting a date for and authorizing an auction (the “Auction”) to sell the Debtors’ assets; (c) scheduling a hearing (the “Sale Hearing”) for approval of a sale of the Debtors’ assets free and clear of liens, claims, encumbrances and other interests, and of the assumption and assignment of certain executory contracts and unexpired leases; (d) authorizing payment of attorney’ fees and expense reimbursement; (e) approving procedures and setting deadlines for the assumption and assignment of executory contracts and unexpired leases, including cure claims relating thereto; (f) approving certain deadlines and the form, manner and sufficiency notice of the foregoing; and (g) granting other related relief;<sup>1</sup>

And it appearing that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(a); the Court having considered the Procedures Motion, and it appearing that the relief requested in the Procedures Motion is in the best interests of the Debtors’ bankruptcy estates, their creditors and other parties in interest, and after due deliberation and sufficient cause appearing therefor;

**THE COURT HEREBY FINDS AND CONCLUDES:**

A. Notice of the Procedures Motion was adequate and sufficient under the circumstances of the Debtors’ chapter 11 cases, and such notice complied with all applicable requirements of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Procedures Motion. The term “Assets” shall have the same meaning as “Purchased Assets” as set forth in the Stalking Horse APA.

Code”), the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and the Local Bankruptcy Rules.

B. All objections to the relief requested in the Procedures Motion that have not been withdrawn, waived, or settled as announced to the Court at the hearing on the Procedures Motion or by stipulation filed with the Court, are overruled except as otherwise expressly set forth herein.

C. The bidding procedures attached hereto as Exhibit 1 (the “Bidding Procedures”) are reasonable and appropriate under the circumstances of the Debtors’ chapter 11 cases.

D. The Notice of Bidding Procedures, Auction Date and Sale Hearing, substantially in the form attached hereto as Exhibit 2 (the “Sale and Bidding Procedures Notice”); the Notice of Auction and Sale Hearing, substantially in the form attached hereto as Exhibit 3 (the “Creditor Notice”); and the Notice to Counterparties to Executory Contracts and Unexpired Leases that May Be Assumed and Assigned, substantially in the form attached hereto as Exhibit 4 (the “Cure Notice”), are each calculated to provide adequate notice concerning the proposed sale of the Assets and the proposed assumption and assignment of the Purchased Contracts, as contemplated in the Stalking Horse APA, and are intended to provide due and adequate notice of the relief sought in the Sale Motion.

E. MediaShift Holdings, Inc. or its designee (the “Stalking Horse Bidder” or “Holdings”) has expended considerable time and expense in connection with the Stalking Horse APA and the negotiation thereof and the identification and quantification of assets of the Debtors, justifying the Expense Reimbursement (as defined below) and the terms relating thereto approved by the Court below.

F. The entry of this Order is in the best interests of the Debtors, their estates, their creditors, and other parties in interest.

**THEREFORE, IT IS HEREBY ORDERED THAT:**

1. The Procedures Motion shall be, and hereby is, GRANTED as set forth in this Order.

2. The Bidding Procedures attached hereto as Exhibit 1 are approved in their entirety, and are incorporated into this Order as though fully set forth herein and shall apply to the proposed Auction and sale of the Assets.

3. The Debtors and Committee are authorized to take any and all actions necessary or appropriate to implement the Bidding Procedures.

4. If the Debtors and Committee receive more than one Qualified Bid (as defined in the Bidding Procedures), an auction (the "Auction") shall be held on **January 25, 2016, at :  
\_\_m. (prevailing Pacific Time)**, at Levene, Neale, Bender, Yoo & Brill L.L.P., 10250 Constellation Blvd., Suite 700, Los Angeles, CA 90067, or at any such other location as the Debtors and Committee may hereafter designate.

5. In the event the Court approves an Alternative Proposal (as defined in the Stalking Horse APA), with a cash Purchase Price subject to the terms of the Stalking Horse APA, that is at least \$5 million greater than the Stalking Horse Bid, the Debtors shall reimburse the Stalking Horse Bidder for Stalking Horse Bidder's reasonable and documented out-of-pocket attorneys' fees and expenses not to exceed \$200,000 incurred in connection with the transaction contemplated by the Stalking Horse APA and DIP Financing (the "Expense Reimbursement"). The Expense Reimbursement shall be paid to the Stalking Horse Bidder from the proceeds of sale on the closing of an Alternative Proposal approved by Bankruptcy Court. No further or

additional order from the Court shall be required in order to give effect to these provisions relating to the terms of payment of the Expense Reimbursement.

6. The Expense Reimbursement shall be deemed an allowed claim entitled to administrative expense priority under sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code.

7. The Sale Hearing shall be conducted on **January 27, 2016, at : .m.** (**prevailing Pacific Time**), before the Honorable Sandra L. Klein, United States Bankruptcy Court for the Central District of California, Edward R. Roybal Federal Building and Courthouse, 255 E. Temple Street, Suite 1582, Courtroom 1575, Los Angeles, CA 90012, and may be adjourned from time to time.

8. Any objections to any of the relief to be requested at the Sale Hearing must be in writing, state the basis of such objections with specificity and shall be filed with the Court on or before **January 13, 2016, at 11:59 p.m.** (**prevailing Pacific Time**), and such objections shall be served in accordance with the Sale and Bidding Procedures Notice and the Creditor Notice.

9. The proposed sale of the Assets, the proposed assumption and assignment of the Purchased Contracts, and the Auction shall be conducted in accordance with the provisions of this Order and the Bidding Procedures.

10. The Sale and Bidding Procedures Notice attached hereto as Exhibit 2, the Creditor Notice attached hereto as Exhibit 3, and the Cure Notice attached hereto as Exhibit 4 provide proper notice to all parties in interest and are hereby approved.

11. Within three business days following entry of this Order, the Debtors shall serve by first class mail the Sale and Bidding Procedures Notice on the following parties: (a) the U.S. Trustee; (b) counsel to the Committee; (c) counsel to Holdings; (d) counsel to Other Secured

Lenders; (e) all parties known to be asserting a lien on any of the Assets and who would appear as potentially holding a lien based on any search conducted to determine who asserts a lien on the Debtors' assets; (f) all known counterparties to the Purchased Contracts; (g) all entities known to have expressed an interest in bidding on the Assets; (h) the state taxing authorities where the Debtors' operate; (i) District Director of Internal Revenue; and (j) all other parties that filed a notice of appearance and demand for service of papers in the Debtors' bankruptcy cases under Bankruptcy Rule 9010(b) as of the date of entry of this Order.

12. Within three business days following entry of this Order, the Debtors shall serve the Creditor Notice on all known creditors of the Debtors.

13. Within three business days following entry of this Order, the Debtors shall file and serve the Cure Notice on the counterparties to the Purchased Contracts. Counterparties to the Purchased Contracts<sup>2</sup> (each a "Counterparty," and together, the "Counterparties") must file and serve any objection to the assumption and assignment of any Purchased Contract, including objections to any Cure Cost and such objections must attach a complete copy of the Purchased Contract (together with all amendments), and set forth with specificity (a) all defaults under the Purchased Contract, the cure costs that the Counterparty believes are owing and must be paid as a condition to assumption, and (c) any other objection to the assumption and assignment of the Purchased Contract, by **January 13, 2016 at 11:59 p.m. (prevailing Pacific Time)**.

14. Any Counterparty failing to timely file an objection to the Cure Amount set forth in the Cure Notice shall be deemed to consent to the (a) assumption and assignment of the Purchased Contract and shall be forever barred from objecting to the Cure Costs and from

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<sup>2</sup> The inclusion of any agreement as a Purchased Contract does not constitute an admission by the Debtors that such agreement actually constitutes an executory contract or unexpired lease under section 365 of the Bankruptcy Code, and the Debtors expressly reserve the right to challenge the status of any agreement included as a Purchased Contract.

asserting any additional cure costs or other amounts against the Debtors, their estates, and the Successful Bidder with respect to the Purchased Contract to which it is a Counterparty; and (b) the reinstatement, without default, of the Purchased Contract upon receipt by the Counterparty of payment of the applicable Cure Cost. Notwithstanding anything to the contrary, none of the Purchased Contracts, and no other executory contract or unexpired lease, shall be assumed unless and until the occurrence of the closing by the Debtors and the Successful Bidder pursuant to asset purchase agreement as approved by order of this Court.

15. Compliance with the foregoing notice provisions shall constitute sufficient notice of the Debtors' proposed sale of the Assets free and clear of all liens, claims, interests and encumbrances (all as set forth in the Sale Motion, Docket No. \_\_\_), the contemplated assumption and assignment of each Purchased Contract and the proposed amount of Cure Costs with respect to each such Purchased Contract, and except as set forth in paragraphs 12 and 13 of this Order, no other or further notice of the sale shall be required to be provided by the Debtors.

16. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6006(d) and 7062 or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry, and no automatic stay of execution shall apply to this Order.

17. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order. All matters arising from or related to the implementation of this Order may be brought before the Court as a contested matter, without the necessity of commencing an adversary proceeding.

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Attorneys for Chapter 11 Debtors & Debtors in Possession

**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**LOS ANGELES DIVISION**

In re:

MediaShift, Inc.,

Debtor and Debtor in Possession.

In re:

Ad-Vantage Networks, Inc.,

Debtor and Debtor in Possession.

Affects Both Debtors

Affects MediaShift, Inc. Only

Affects Ad-Vantage Networks, Inc. Only

Lead Case No.: 2:15-bk-25024-SK  
(Jointly administered with:  
Case No. 2:15-bk-25030-SK)

Chapter 11 Cases

**BIDDING PROCEDURES**

These sale and bidding procedures (the “**Bidding Procedures**”) govern the procedures for the sale of substantially all of the assets (collectively, the “**Assets**”) of MediaShift, Inc. and Ad-Vantage Networks, Inc. (collectively, the “**Debtors**”) pursuant to chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”).

By motion (the “**Procedures Motion**”) <sup>1</sup> dated December 16 2015, the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) and the Official Committee of Unsecured Creditors (the “**Committee**”) sought, among other things, approval of the Bidding Procedures governing the process and procedures for the sale of the Assets. On December 30, 2015, the United States Bankruptcy Court for the Central District of California (the “**Bankruptcy Court**”), entered an order approving these Bidding Procedures (the “**Bidding Procedures Order**” [Docket No. \_\_\_\_]). Pursuant to the Bidding Procedures Order, the Bankruptcy Court has scheduled a hearing on **January 27, 2016, at \_\_\_\_:\_\_\_\_.m. (prevailing Pacific Time)**, to consider the sale (the “**Sale Hearing**”).

## **I. Assets to Be Sold**

The Debtors intend to sell substantially all of their assets including patents, software and related intellectual property, as described more fully in the Stalking Horse APA (as defined below). Any Potential Bidder (as defined below) may obtain a detailed description of the Assets through the process described in Section II below. The Stalking Horse APA includes the terms and conditions upon which the Debtors and the Committee expect the Assets to be sold. Pursuant to section 363 of the Bankruptcy Code and in accordance with these Bidding Procedures, the Assets will be sold free and clear of all liens, claims, encumbrances, and interests.

## **II. Due Diligence**

Until the Bid Deadline (as defined below), the Debtors and the Committee will afford to each interested party: (i) determined by the Debtors and the Committee to be reasonably likely, to make a Qualified Bid (defined below); and (ii) who delivers an executed confidentiality agreement in form and substance satisfactory to the Debtors and the Committee (each, a “**Potential Bidder**”), reasonable access, during normal business hours and subject to confidentiality requirements, to the books and records of the Debtors reasonably requested by any Potential Bidder, to the extent provision of such access or information is not prohibited by applicable law and relates to the Assets. The Debtors

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<sup>1</sup> Capitalized terms used, but not otherwise defined herein, shall have the meanings given to them in the Procedures Motion.

will simultaneously distribute via their virtual data room in written form any additional diligence materials not previously provided to the Stalking Horse Bidder or any other Potential Bidder. Except as provided by applicable law or Bankruptcy Court order, neither the Debtors nor their representatives shall be obligated to furnish any information of any kind whatsoever relating to the Assets to any person or entity who is not a Potential Bidder and who does not comply with the requirements of these Bidding Procedures.

### **III. Determination of “Qualified Bidder” Status**

Any Potential Bidder desiring to participate in the bidding process must be deemed a “*Qualified Bidder*”. To be deemed a Qualified Bidder, a Potential Bidder must deliver to the Debtors and the Committee financial information evidencing the Potential Bidder’s ability to close the transaction satisfactory to the Debtors and the Committee, in their sole discretion after consultation with the Committee, or such other information as reasonably determined by the Debtors and the Committee to support the Potential Bidder’s ability to close the transaction.

### **IV. Bid Deadline**

A Qualified Bidder that desires to make a bid shall deliver written and electronic copies of such bid to the Debtors’ investment banker Houlihan Lokey Capital, Inc., Attn: Raj Dayalan / Jorge Villen, 10250 Constellation Blvd., 5th Floor, Los Angeles, CA 90067, T: 310.553.8871, F: 310.553.2173, E: [RDayalan@HL.com](mailto:RDayalan@HL.com), [JVillen@HL.com](mailto:JVillen@HL.com), so as to be received by no later than **1:00 p.m. (prevailing Pacific Time) on or before January 21, 2016** (the “*Bid Deadline*”).

### **V. Requirements of a “Qualified Bid”**

To be deemed a “*Qualified Bid*” that may be considered at the Auction (as defined below), a bid must:

- a. be in writing;
- b. be submitted by a Qualified Bidder;
- c. provide that the purchase price shall be paid in full in cash upon closing;
- d. provide for (i) a minimum cash purchase price that exceeds the Stalking Horse Purchase Price by at least \$500,000 (such sum, the “*Minimum Cash Overbid Amount*”);
- e. be accompanied by a cash deposit of 5% of the Qualified Bid amount (such cash deposit will be applied to the ultimate purchase price);
- f. confirm the Qualified Bidder’s completion of all due diligence required by such Qualified Bidder in connection with the proposed transaction;

- g. be irrevocable until the earlier of (i) the Qualified Bidder's bid being determined by the Debtors not to be a Qualified Bid, or (ii) another Qualified Bidder's bid for substantially all of the Assets being approved by the Bankruptcy Court;
- h. be accompanied by a fully executed asset purchase agreement (the "**Modified APA**") and a version electronically marked to show reasonable changes against the Stalking Horse APA;
- i. be, in the Debtors' and Committee's reasonable business judgment, on substantially the same or better terms as the Stalking Horse APA;
- j. identify all executory contracts or unexpired leases the Qualified Bidder seeks to have assigned to it;
- k. demonstrate the capacity to provide adequate assurance of future performance under all executory contracts and unexpired leases that are being assumed and assigned;
- l. contain no contingencies of any kind, including evidence that the Qualified Bidder has financial resources readily available sufficient to finance the purchase of the Assets and authorization;
- m. provide that the Qualified Bidder is obligated to perform as the Reserve Bidder (as defined below) in the event the Qualified Bidder is not the Successful Bidder; and
- n. be accompanied by an affirmative statement from the Qualified Bidder that (i) it has and will continue to comply with these Bidding Procedures; (ii) its bid does not entitle such Qualified Bidder to any break-up fee, termination fee, expense reimbursement or similar type of payment or reimbursement; and (iii) it waives any substantial contribution administrative expense claims under section 503(b) of the Bankruptcy Code related to bidding for the Assets.

The Debtors and the Committee shall jointly make a determination regarding whether a bid is a Qualified Bid and shall notify all Qualified Bidders whether their bids have been determined to be Qualified Bids by no later than **4:00 p.m. (prevailing Pacific Time) on January 22, 2016**. The Debtors and Committee reserve the right to reject any bid on any grounds.

#### **VI. Stalking Horse Bidder**

The Debtors have completed arm's length negotiations with **Mediashift Holdings, Inc.** (the "**Stalking Horse Bidder**") to serve as the stalking horse bidder. As a result of those negotiations, the Stalking Horse Bidder has submitted an initial bid of

\$11,767,000<sup>2</sup> for the Assets (the “*Stalking Horse Bid*”). The Stalking Horse Bid, memorialized by an Asset Purchase Agreement by and between the Sellers and the Stalking Horse Bidder dated December [\_\_\_], 2015 (the “*Stalking Horse APA*”), shall be subject to higher and better bids pursuant to the terms of these Bidding Procedures and applicable law. For purposes of these Bidding Procedures and bidding at the Auction, the Stalking Horse Bidder is a Qualified Bidder and the Stalking Horse Bid is a Qualified Bid.

#### **VII. Negotiation of Stalking Horse Breakup Fee**

The Debtors have negotiated, and the Bankruptcy Court has approved, the reimbursement of the Stalking Horse Bidder for its reasonable out-of-pocket attorneys’ fees and expenses incurred in connection with the transactions contemplated by the Stalking Horse APA up to a cap of \$200,000 (the “*Expense Reimbursement*”) in the event that the winning bid exceeds the Stalking Horse Bid by at least \$5,000,000.00.

#### **VIII. Auction Process**

In the event that the Debtors and Committee receive more than one Qualified Bid, the Debtors will conduct an auction (the “*Auction*”) for the Assets. The Auction will take place on **January 25, 2016 at \_\_\_:\_\_\_ .m. (prevailing Pacific Time)** at Levene, Neale, Bender, Yoo & Brill L.L.P., 10250 Constellation Blvd., Suite 700, Los Angeles, CA 90067.

The Debtors and Committee will have the right to jointly enact detailed procedures for the conduct of the Auction at any time prior to the start of the Auction. Any rules developed by the Debtors and Committee will provide that all bids in the Auction will be made and received in one room, on an open basis, and all other Qualified Bidders participating in the Auction will be entitled to be present for all bidding with the understanding that the true identity of each Qualified Bidder will be fully disclosed to all other Qualified Bidders participating in the Auction and that all material terms of each Qualified Bid submitted in response to the Baseline Bid or to any Subsequent Overbid (as defined below) made at the Auction will be fully disclosed to all other Qualified Bidders throughout the entire Auction. All bids shall be placed on the record, which shall either be transcribed, videotaped, or recorded on an audio recording device.

Parties entitled to attend the Auction shall include the Debtors, the Stalking Horse Bidder, the Committee, the Qualified Bidders, the Debtors’ prepetition secured lenders possessing liens in the Assets, and each of those respective parties’ representatives. The Stalking Horse Bidder and each Qualified Bidder shall appear at the Auction in person, or through a representative who provides appropriate evidence of such person’s authority. Only a Qualified Bidder that submitted a timely Qualified Bid and the Stalking Horse Bidder shall be entitled to make bids at the Auction.

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<sup>2</sup> The Stalking Horse Bid consists of (i) a credit bid pursuant to section 363(k) of the Bankruptcy Code of Stalking Horse Bidder’s allowed Secured Pre-Petition Claim, DIP Claim and Other Secured Claims in an amount up to \$11,067,000.00, plus (2) cash in the amount of \$700,000.

Prior to the Auction, the Debtors will share with all Qualified Bidders the highest and best Qualified Bid received at the Bid Deadline (the “*Baseline Bid*”). Qualified Bidders will be permitted to revise, increase, and/or enhance their bid based upon the terms of the Baseline Bid at the Auction. All Qualified Bidders will have the right to make additional modifications to the Modified APA or the Stalking Horse APA, as the case may be, at the Auction.

The Auction will be conducted in rounds and in any order the Debtors and Committee jointly determine. At the end of every round, the highest and best bid or bids at that time for the Assets will be announced. Each Qualified Bidder shall have the right to continue to improve its respective bid at the Auction. The initial minimum overbid shall be the Baseline Bid plus \$150,000 (the “*Initial Overbid*”). Thereafter, a Qualified Bidder may increase its Qualified Bid in any manner that it deems fit; provided, however, that each subsequent bid above the Initial Overbid (each, a “*Subsequent Overbid*”) must have a purchase price that exceeds the purchase price of the previous highest bid by at least \$100,000 of additional consideration.

The Initial Overbid and Subsequent Overbids must continue to meet each of the criteria of a Qualified Bid (other than the requirement that such bids be submitted by the Bid Deadline). The Debtors and Committee jointly reserve the right to approach any Qualified Bidder and seek clarification to bids at any time.

The Auction will continue until the Debtors and Committee jointly determine, subject to Bankruptcy Court approval, that they have received the highest and best offer for Assets (the “*Successful Bid*”) and the next highest and best Qualified Bid for the Assets as the Auction (the “*Reserved Bid*”). The Qualified Bidder submitting the Successful Bid shall become the “*Successful Bidder*” and the Qualified Bidder submitting the Reserve Bid shall be the “*Reserve Bidder*.”

The Debtors and Committee reserve the right, in their business judgment, to make one or more modifications and/or adjournments to the Auction to, among other things: (i) facilitate discussions between the Debtors and Committee, on the one hand, and individual Qualified Bidders, on the other hand; (ii) allow individual Qualified Bidders to consider how they wish to proceed; and (iii) give Qualified Bidders the opportunity to provide the Debtors and Committee with such additional evidence as the Debtors and Committee in their reasonable business judgment may require.

## **IX. The Sale Hearing**

At the Sale Hearing, the Debtors and Committee will jointly seek entry of an order authorizing and approving the sale to the Successful Bidder. No later than **11:59 p.m. (prevailing Pacific Time) on January 13, 2016**, all objections to the relief requested at the Sale Hearing shall be filed and served in the manner prescribed in the motion to approve the sale of the Assets. The Sale Hearing may be adjourned or rescheduled from time to time. The Debtors and Committee shall provide notice of such adjournment or rescheduling to the following parties or their counsel: (i) the U.S. Trustee; (ii) the Stalking Horse Bidder; (iii) Qualified Bidders; (iv) all parties that have

filed a timely objection to the sale; (v) all persons or entities known or reasonably believed to have asserted a lien in any of the Assets; and (vi) all parties that have requested notice in the Debtors' bankruptcy cases.

**X. Failure to Consummate Purchase**

Following the Sale Hearing, if the Successful Bidder fails to consummate the closing of the sale because of a breach or failure to perform on the part of such Successful Bidder, the Debtors will be authorized, but not required, to consummate the sale with Reserve Bidder without further order of the Bankruptcy Court. In such case, the defaulting Successful Bidder's deposit shall be forfeited to the Debtors. Additionally, the Debtors shall be entitled to seek all available damages from the defaulting Successful Bidder.

**XI. Return of Deposit**

The deposits of the Successful Bidder shall be applied to the Successful Bidder's obligations under the Successful Bid upon closing of the transactions contemplated thereby. If a Successful Bidder fails to close the transactions contemplated by the Successful Bidder then such Successful Bidder shall forfeit its deposit.

The deposit of the Reserve Bidder shall be returned to the Reserve Bidder upon the later of (i) the closing of the transaction to the Successful Bidder and (ii) thirty days after the Sale Hearing; provided, however, that if a Successful Bidder fails to close the transactions when and as provided in the Successful Bid, then the deposit of the Reserve Bidder shall be applied to the Reserve Bidder's obligations under the Reserve Bid upon closing of the transactions contemplated thereby. If a Reserve Bidder fails to close the transactions contemplated by a Reserve Bid, then such Reserve Bidder shall forfeit its deposit.

All other deposits of Qualified Bidders who are not the Successful Bidder or the Reserve Bidder shall be returned within three business days after the conclusion of the Auction. The Debtors reserve all of their rights regarding any return of deposits, and the failure by the Debtors to timely return any deposits shall not serve as a claim for breach of any Qualified Bids or create any default in favor of any Qualified Bidders.

**XII. Modification of Bidding Procedures**

The Debtors and Committee may jointly amend any non-material terms of these Bidding Procedures, in their reasonable business judgment, at any time in any manner that will best promote the goals of the bidding process, including but not limited to extending or modifying any of the dates described herein.

**XIII. Miscellaneous**

Nothing in these Bidding Procedures shall prejudice a party's rights pursuant to section 363(k) of the Bankruptcy Code to credit bid at the Auction; provided, however, that any party exercising credit bid rights must comply with all other provisions of these

Bidding Procedures, including but not limited to the requirements for submitting a  
Qualified Bid.

RON BENDER (SBN 143364)  
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Attorneys for Chapter 11 Debtors & Debtors in Possession

**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**LOS ANGELES DIVISION**

In re:

MediaShift, Inc.,

Debtor and Debtor in Possession.

In re:

Ad-Vantage Networks, Inc.,

Debtor and Debtor in Possession.

- 
- Affects Both Debtors
- Affects MediaShift, Inc. Only
- Affects Ad-Vantage Networks, Inc. Only

Lead Case No.: 2:15-bk-25024-SK  
(Jointly administered with:  
Case No. 2:15-bk-25030-SK)

Chapter 11 Cases

**NOTICE OF BIDDING PROCEDURES,  
AUCTION DATE, AND SALE HEARING**

**PLEASE TAKE NOTICE** that on December 16, 2015, MediaShift, Inc. and Advantage Networks, Inc., chapter 11 debtors and debtors in possession (collectively the “Debtors”) and the Official Committee of Unsecured Creditor (the “Committee”) filed the Joint Motion For An Order (A) Approving Bidding Procedures For Sale Of Debtors’ Assets; (B) Authorizing And Scheduling An Auction; (C) Scheduling Hearing For Approval Of The Sale Of Assets Free And Clear Of Liens And The Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases To The Successful Bidder; (D) Approving Attorneys’ Fee and Expense Reimbursement; (E) Approving Procedures And Setting Deadlines For The Assumption And Assignment Of Executory Contracts And Unexpired Leases, Including Cure Amounts Relating Thereto; (F) Approving Certain Deadlines And The Form, Manner And Sufficiency Of Notice; And (G) Granting Other Related Relief, Docket No. \_\_\_ (the “Procedures Motion”).<sup>1</sup>

On December 30, 2015, the Bankruptcy Court entered an order (the “Procedures Order”) granting the Procedures Motion and approving the bidding procedures attached hereto (the “Bidding Procedures”) to be used in connection with a sale of substantially all of the Debtor’s assets (the “Assets”). Pursuant to separate motion (the “Sale Motion,” Doc. No. \_\_\_), the Assets are being sold free and clear of all liens, claims, encumbrances and interests.

MediaShift Holdings, Inc. has submitted an offer, as the “Stalking Horse Bidder” to the Debtors to purchase the Assets on the terms set forth in that certain Asset Purchase Agreement dated December \_\_\_, 2015, between the Debtors and the Stalking Horse Bidder (the “Stalking Horse APA”), which is conditioned on Bankruptcy Court approval and is subject to higher or better offers. The Debtors and Committee determined that the offer of the Stalking Horse Bidder is presently the highest and best offer. The sale terms are set forth with more particularly in the Stalking Horse APA. The Stalking Horse bidder bid for the Asset is \$11,767,000.00 (“Stalking Horse Bid”).<sup>2</sup>

Other relevant terms of the Stalking Horse APA include the following: (a) the Assets will be sold free and clear of liens, claims, encumbrances and other interests; (b) in the event the Court approves a bid from another party that is \$5,000,000.00 or greater than the Stalking Horse Bid, the Stalking Horse Bidder will be reimbursed reasonable attorneys’ fees and expenses in an amount not to exceed \$200,000 that the Stalking Horse Bidder incurred in connection with the transactions contemplated by the Stalking Horse APA (the “Expense Reimbursement”); (c) the Stalking Horse Bidder will assume certain enumerated liabilities as of the closing; and (d) certain executory contracts and unexpired leases will be assumed by the Debtors and assigned to the Stalking Horse Bidder.

If offers are received by the Debtors and Committee from other Qualified Bidders in accordance with the Bidding Procedures for a price and on terms that are higher or better than the Stalking Horse APA, the Assets will be sold at the Auction. The Bidding Procedures afford

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<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings set forth in the Procedures Motion. The term “Assets” in this Notice shall have the same meaning as “Purchased Assets” as set forth in the Stalking Horse APA (defined herein). The Stalking Horse APA is attached to the Procedures Motion as Exhibit “\_\_\_.”

<sup>2</sup> The Stalking Horse Bid consists of: (1) a credit bid pursuant to Section 363(k) of the bankruptcy Code of Stalking Horse Bidder’s allowed Prepetition Secured Claim, DIP Claim and Other Secured Claims, plus (2) cash in the amount of \$700,000.

the Debtors and Committee the opportunity to subject the Assets to competitive bidding while preserving the Stalking Horse Bid, thereby providing a floor price for the Assets.

The Debtors are seeking to sell substantially all of their assets under chapter 11 of the United States Bankruptcy Code. After the sale of the Assets, the Debtors will no longer operate. The Debtors and Committee believe the sale of the Assets is in the best interest of the Debtors' estates and will provide the highest and best value for the Assets.

### **Bidding Procedures**

A copy of the Bidding Procedures is attached hereto as **Exhibit 1**. The Bidding Procedures describe, *inter alia*, the terms of the bidding process, the requirements and deadlines for participation therein, required terms of any bids, and the time, location and conduct of the Auction. In the event of any inconsistency or conflict between this Notice, the Bidding Procedures and the Bidding Procedures Order, the Bidding Procedures Order shall control.

### **The Auction**

**PLEASE TAKE FURTHER NOTICE** that the Debtors and Committee are authorized to conduct the Auction in accordance with the Bidding Procedures to determine the highest and best bid with respect to the Assets. The Auction, if any, shall commence at   :   **a.m. (prevailing Eastern Time) on January 25, 2016**, at Levene, Neale, Bender, Yoo & Brill L.L.P., 10250 Constellation Blvd., Suite 700, Los Angeles, CA 90067, or such other date or location as designated prior to the Auction.

### **The Sale Hearing**

**PLEASE TAKE FURTHER NOTICE** that the Bankruptcy Court has scheduled a hearing for **January 27, 2016, at   :   **0   .m. (prevailing Pacific Time)** (the "Sale Hearing") to consider either approval of the Stalking Horse APA in the absence of an Auction or approval of the successful bid and confirm the results at the Auction for the Assets, pursuant to the Sale Motion. The Sale Hearing may be adjourned in open court from time to time, without further notice. The Sale Hearing will be held before the Honorable Sandra L. Klein, United States Bankruptcy Court for the Central District of California, Edward R. Roybal Federal Building and Courthouse, 255 E. Temple Street, Suite 1582, Los Angeles, California 90012.**

**PLEASE TAKE FURTHER NOTICE** that the Bidding Procedures attached hereto shall govern the bidding process and any Auction of the Assets. Any person that wishes to receive a copy of the Sale Motion (with all attachments), the Stalking Horse APA or the Procedures Order (with all attachments), can make such request in writing to Levene, Neale, Bender, Yoo & Brill, L.L.P., 10250 Constellation Blvd., Suite 1700, Los Angeles, California 90067, Attention: Todd M. Arnold, Fax 310-229-1244, Email [tma@lnbyb.com](mailto:tma@lnbyb.com).

**Objections**

Any objection to any of the relief to be requested at the Sale Hearing must be in writing, state the basis of such objection with specificity, and shall be filed with the Court, and shall be served on: (i) counsel to the Debtors: Levene, Neale, Bender, Yoo & Brill, L.L.P., 10250 Constellation Blvd., Suite 1700, Los Angeles, California 90067, Attention: Todd M. Arnold, Facsimile: (310) 229-1244; (ii) ) counsel to the Official Committee of Unsecured Creditors: Danning, Gill, Diamond & Kollitz, LLP, 1900 Avenue of the Stars, 11th Floor, Los Angeles, CA 90067 (Attention: Uzzi O Raanan, Esq. and Zev Shechtman, Esq.); (iii) the Office of the United States Trustee, Office of the U.S. Trustee, Los Angeles, California 90012; and (iv) counsel to the Stalking Horse Bidder: Drinker Bidder & Reath, LLP, 1177 Avenue of the Americas, 41st Floor, New York, NY 10036-2714 (Attention: Michael P. Pompeo), so as to be received by **January 13, 2016, at 11:59 p.m. (prevailing Pacific Time)**.

Dated: \_\_\_\_\_, 2015

Respectfully submitted,  
\_\_\_\_\_

RON BENDER (SBN 143364)  
TODD M. ARNOLD (SBN 221868)  
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Attorneys for Chapter 11 Debtors & Debtors in Possession

**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**LOS ANGELES DIVISION**

In re:  
  
MediaShift, Inc.,  
  
Debtor and Debtor in Possession.

In re:  
  
Ad-Vantage Networks, Inc.,  
  
Debtor and Debtor in Possession.

- Affects Both Debtors  
 Affects MediaShift, Inc. Only  
 Affects Ad-Vantage Networks, Inc. Only

Lead Case No.: 2:15-bk-25024-SK  
(Jointly administered with:  
Case No. 2:15-bk-25030-SK)

Chapter 11 Cases

**NOTICE OF AUCTION AND HEARING ON  
JOINT MOTION AUTHORIZING A SALE  
OF SUBSTANTIALLY ALL OF THE  
DEBTORS' ASSETS FREE AND CLEAR OF  
ALL LIENS, CLAIMS, ENCUMBRANCES  
AND INTERESTS**

Hearing:  
Date: \_\_\_\_\_  
Time: \_\_\_\_\_  
Place: Courtroom 1575  
255 East Temple Street  
Los Angeles, CA 90012

**ALL PARTIES IN INTEREST– PLEASE TAKE NOTICE OF THE FOLLOWING:**

MediaShift Holdings, Inc. and Ad-Vantage Networks, Inc., chapter 11 debtors and debtors in possession (collectively, the “Debtors”) and the Official Committee of Unsecured Creditors (the “Committee”) have filed the Joint Motion for an Order (A) Authorizing the Sale of Substantially All of the Debtors’ Assets Free and Clear of All Liens, Claims, Encumbrances and Interests; (B) Authorizing the Assumption and Assignment of Certain Executory Contracts; and (C) Granting Related Relief, Docket No. \_\_\_ (the “Sale Motion”).

**Assets to Be Sold**

The Debtors propose to sell substantially all of their assets (the “Assets”) to MediaShift Holdings, Inc. (the “Stalking Horse Bidder”) or to the party that submits the highest and best bid. The Debtors further propose to assume and assign certain executory contracts (the “Purchased Contracts”) associated with the Assets.

**Sale Free and Clear of Liens, Claims, Encumbrances and Interests**

Pursuant to section 363(b) and (f) of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), and subject to any orders entered by the Court, the Debtors will seek authority to sell all rights, title, and interest in the Sale Assets to the Stalking Horse Bidder or the Qualified Bidder<sup>1</sup> submitting the highest and best Qualifying Bid in accordance with the Bidding Procedures, in either case, free and clear of any liens, claims, encumbrances, and interests, with all such liens, claims, encumbrances and interests attaching to the proceeds of such sale.

**Auction And Bidding Procedures**

**A. The Auction**

In the event the Debtors and Committee receive more than one Qualified Bid, the Debtors and Committee will conduct an auction (the “Auction”) for all of the Assets on **January 25, 2016** commencing at **\_\_: 0 a.m. (prevailing Pacific Time)** at Levene, Neale, Bender, Yoo & Brill L.L.P., 10250 Constellation Blvd., Suite 700, Los Angeles, CA 90067. Only parties submitting Qualified Bids will be invited to participate in the Auction.

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<sup>1</sup> Unless otherwise defined herein, capitalized terms used herein have the meanings given to them in the Sale Motion and exhibits attached thereto.

**B. The Bidding Procedures**

The Bidding Procedures, which are available upon request by contacting the undersigned, set forth the process by which the Debtors and Committee seek to conduct the Auction. Participating bidders at the Auction will include the Stalking Horse Bidder and any potential purchaser that satisfies the requirements set forth in the Bidding Procedures.

**C. The Sale Hearing**

The Court will hold a hearing (the “Sale Hearing”) on the Sale Motion on **January 27, 2016** at **\_\_ : 0 .m.** prevailing Pacific Time before the Honorable Judge Sandra L. Klein, United States Bankruptcy Court for the Central District of California, Edward R. Roybal Federal Building and Courthouse, 255 E. Temple Street, Suite 1582, Los Angeles, California 90012. At the Sale Hearing, the Debtors and Committee will seek approval of the proposed sale of the Sale Assets. Objections, if any, to the Sale Motion must be filed with the Court and served upon parties in interest so as to be received no later than **11:59 p.m. (prevailing Pacific Time), January 13, 2016.**

**D. Assumption of Contracts and Leases**

As part of the sale of substantially all of the Debtors’ assets, the Debtors propose to assume and assign the Purchased Contracts. A list of the Purchased Contracts may be obtained from the Debtors.

If you are a party to a Purchased Contract, you will receive a separate motion or notice, which will identify the contracts or leases to be assigned, the identity of the assignee, and the amount, if any, to be paid as a “cure amount” under section 365 of the Bankruptcy Code. Objections, if any, to the assumption and assignment of any Purchased Contracts, or to any proposed Cure Costs therein, must be filed with the Court and served upon parties in interest so as to be received on or before **January 13, 2016.**

**E. Complete Copies**

Complete copies of the Sale Motion and related documents may be obtained contacting counsel for the Debtors: Levene, Neale, Bender, Yoo & Brill L.L.P., Attn: Ron Bender, Esq. and Todd M. Arnold, Esq., 10250 Constellation Blvd., Suite 700, Los Angeles, CA 90067, Ph 310-229-1234, Fax 310-229-1234, Email [rb@lnbyb.com](mailto:rb@lnbyb.com), [tma@lnbyb.com](mailto:tma@lnbyb.com)

Dated: December \_\_, 2015

Respectfully submitted,

RON BENDER (SBN 143364)  
TODD M. ARNOLD (SBN 221868)  
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Attorneys for Chapter 11 Debtors & Debtors in Possession

**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**LOS ANGELES DIVISION**

In re:  
  
MediaShift, Inc.,  
  
Debtor and Debtor in Possession.

\_\_\_\_\_  
In re:  
  
Ad-Vantage Networks, Inc.,  
  
Debtor and Debtor in Possession.

- \_\_\_\_\_  
 Affects Both Debtors  
 Affects MediaShift, Inc. Only  
 Affects Ad-Vantage Networks, Inc. Only  
\_\_\_\_\_

Lead Case No.: 2:15-bk-25024-SK  
(Jointly administered with:  
Case No. 2:15-bk-25030-SK)

Chapter 11 Cases

**NOTICE TO COUNTERPARTIES TO  
EXECUTORY CONTRACTS AND  
UNEXPIRED LEASES THAT MAY BE  
ASSUMED AND ASSIGNED**

Hearing:  
Date: \_\_\_\_\_  
Time: \_\_\_\_\_  
Place: Courtroom 1575  
255 East Temple Street  
Los Angeles, CA 90012

**Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)**

**PLEASE TAKE NOTICE** that on September 30, 2015 (the “Petition Date”), MediaShift, Inc. and Ad-Vantage Networks, Inc., chapter 11 debtors and debtors in possession (collectively, the “Debtors”) each filed a voluntary petition for relief under title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”).

**PLEASE TAKE FURTHER NOTICE** that on December [ ], 2015, the Debtors and the Official Committee of Unsecured Creditor (the “Committee”) filed the Joint Motion for an Order (A) Authorizing the Sale of Substantially All of the Debtors’ Assets Free and Clear of All Liens, Claims, Encumbrances and Interests; (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (C) Granting Related Relief, Docket No. \_\_\_\_ (the “Sale Motion”). Pursuant to the Sale Motion, the Debtors and Committee seek, *inter alia*, the Bankruptcy Court’s approval of the sale of substantially all the Debtors’ assets, including the assumption and assignment of various executory contracts and unexpired leases (the “Purchased Contracts”) to the Successful Bidder (as defined in the Sale Motion), free and clear of liens, claims, encumbrances and other interests.

**PLEASE TAKE FURTHER NOTICE** that on December 30, 2015 the Bankruptcy Court entered an Order (A) Approving Bidding Procedures For Sale Of Debtors’ Assets; (B) Authorizing And Scheduling An Auction; (C) Scheduling Hearing For Approval Of The Sale Of Assets Free And Clear Of Liens And The Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases To The Successful Bidder; (D) Approving Attorneys’ Fees and Expense Reimbursement; (E) Approving Procedures And Setting Deadlines For The Assumption And Assignment Of Executory Contracts And Unexpired Leases, Including Cure Amounts Relating Thereto; (F) Approving Certain Deadlines And The Form, Manner And Sufficiency Of Notice; and (G) Granting Other Related Relief, Docket No. \_\_\_\_ (the “Procedures Order”). This Notice is issued pursuant to the requirements of the Procedures Order. The Procedures Order and the order approving the Sale Motion shall govern the Debtors’ assumption and assignment of the Purchased Contracts.

**PLEASE TAKE FURTHER NOTICE** that the hearing (the “Sale Hearing”) on the Sale Motion has been set for **January 27, 2016, at : 0 .m. (Prevailing Pacific Time)** before the Honorable Sandra L. Klein, United States Bankruptcy Court for the Central District of California, Edward R. Roybal Federal Building and Courthouse, 255 E. Temple Street, Suite 1582, Los Angeles, California 90012.

**PLEASE TAKE FURTHER NOTICE** that the amount shown on **Exhibit 1** attached to this Notice as the “Cure Cost” for the Purchased Contract listed on **Exhibit 1** to which you are a

party is the amount, based upon the Debtors' books and records, which the Debtors assert is owed to cure any defaults existing under the Purchased Contract as of the Petition Date.<sup>1</sup>

**PLEASE TAKE FURTHER NOTICE** that the Purchaser may exclude any agreement or agreements from the list of Purchased Contracts at any time within 10 days prior to the Sale Hearing.

**PLEASE TAKE FURTHER NOTICE** that if you disagree with the Cure Cost shown for the Purchased Contract on **Exhibit 1**, or if you object to the assumption and assignment of your Purchased Contract on any ground, you must file an objection in writing with United States Bankruptcy Court for the Central District of California, Edward R. Roybal Federal Building and Courthouse, 255 E. Temple Street, Suite 1582, Los Angeles, California 90012 on or before **11:59 p.m. (Prevailing Pacific Time on January 13, 2015)**. In addition, any objection must attached a complete copy of your contract (including all amendments thereto) and set forth the specific default or defaults alleged, set forth any such other ground for objection, and set forth any Cure Cost as alleged by you.

**PLEASE TAKE FURTHER NOTICE** that any objection to the assignment and assumption of your Purchased Contract or to the Cure Cost must be served so as to be received by that same date and time stated above upon the following parties: (i) counsel to the Debtors: Levene, Neale, Bender, Yoo & Brill, L.L.P., 10250 Constellation Blvd., Suite 1700, Los Angeles, California 90067 (Attention: Todd M. Arnold); (ii) counsel to the Official Committee of Unsecured Creditors: Danning, Gill, Diamond & Kollitz, LLP, 1900 Avenue of the Stars, 11th Floor, Los Angeles, CA 90067 (Attention: Uzzi O Raanan, Esq. and Zev Shechtman, Esq.); (iii) the Office of the United States Trustee; and (iv) counsel to the Stalking Horse Bidder: Drinker Bidder & Reath, LLP, 1177 Avenue of the Americas, 41st Floor, New York, NY 10036-2714 (Attention: Michael P. Pompeo).

**PLEASE TAKE FURTHER NOTICE THAT IF YOU DO NOT TIMELY FILE AND SERVE AN OBJECTION OR OBJECTIONS AS STATED ABOVE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE SALE MOTION WITHOUT FURTHER NOTICE. ANY NON-DEBTOR PARTY TO ANY PURCHASED CONTRACT WHO DOES NOT FILE A TIMELY OBJECTION TO THE CURE COSTS FOR SUCH PURCHASED CONTRACT IS DEEMED TO HAVE CONSENTED TO SUCH CURE COSTS, AND ANY NON-DEBTOR PARTY TO ANY PURCHASED CONTRACT WHO DOES NOT FILE A TIMELY OBJECTION ON OTHER GROUNDS IS DEEMED TO HAVE CONSENTED TO THE ASSUMPTION AND ASSIGNMENT OF THE PURCHASED CONTRACT ON THE TERMS AND CONDITIONS REQUESTED BY THE DEBTORS.**

Dated: December \_\_, 2015

Respectfully submitted,

---

<sup>1</sup> Your receipt of this notice does not constitute an admission by the Debtors that your agreement actually constitutes an executory contract or unexpired lease under section 365 of the Bankruptcy Code, and the Debtors expressly reserve the right to challenge the status of any agreement.

**EXHIBIT 1**

**[PURCHASED CONTRACTS LIST]**

**Tangible Personal Property**

**MEDIASHIFT**

<u>Asset No.</u>	<u>Date Purchased</u>	<u>Date Placed in Service</u>	<u>Description</u>	<u>Fixed Asset Category</u>	<u>Purchased From</u>	<u>Location</u>	<u>Amount</u>	<u>Ending Accumulated Depreciation</u>	<u>Net Book Value</u>
1	04/30/13	04/30/13	MacBook Pro	Office Equipment	Mac Mall	Home Office	\$ 2,271.18	\$ 1,892.70	\$ 378.48
2	05/31/13	04/30/13	Monitor	Office Equipment		Glendale	\$ 642.63	\$ 517.65	\$ 124.98
3	06/30/13	06/30/13	8 Samsung C300 Series S24C300HL monitors	Office Equipment		Glendale	\$ 1,691.68	\$ 1,315.72	\$ 375.96
4	07/25/13	07/25/13	Desktops for AMP (QA) Group	Office Equipment		Glendale	\$ 2,452.47	\$ 1,839.24	\$ 613.23
5	08/30/13	08/30/13	LG E960 Google Nexus 4 Unlocked GSM Phone 16GB	Office Equipment	Amazon	Glendale	\$ 339.48	\$ 245.18	\$ 94.30
6	08/30/13	08/30/13	Apple Ipad Mini 16gb wifi	Office Equipment	Amazon	Glendale	\$ 346.00	\$ 249.86	\$ 96.14
7	08/30/13	08/30/13	apple Ipad 2 16gb wifi 2nd generation	Office Equipment	Amazon	Glendale	\$ 412.99	\$ 298.22	\$ 114.77
8	08/30/13	08/30/13	Apple Iphone5	Office Equipment	Amazon	Glendale	\$ 744.00	\$ 537.42	\$ 206.58
9	08/30/13	08/30/13	Samsung Galaxy Tab 2 7 inch wifi	Office Equipment	Amazon	Glendale	\$ 183.52	\$ 132.60	\$ 50.92
10	07/23/13	07/23/13	Polycom SoundStation IP 6000	Office Equipment	Amazon	Glendale	\$ 528.70	\$ 396.63	\$ 132.07
11	09/30/13	09/02/13	Apple Iphone4	Office Equipment	Amazon	Glendale	\$ 380.00	\$ 264.00	\$ 116.00
12	09/30/13	09/02/13	Samsung Galaxy S IV/S4 GT-19500	Office Equipment	Amazon	Glendale	\$ 648.00	\$ 450.00	\$ 198.00
13	10/11/13	10/11/13	Seagate 3.5 Inch Hardrive	Office Equipment	Amazon	Glendale	\$ 832.68	\$ 555.12	\$ 277.56
							\$ -	\$ -	\$ -
							<b>\$ 11,473.33</b>	<b>\$ 8,694.34</b>	<b>\$ 2,778.99</b>
4	06/30/13	06/30/13	Madison Seating for 3 chairs	Furniture & Fixtures		Glendale	\$ 1,799.97	\$ 600.04	\$ 1,199.93
							<b>\$ 1,799.97</b>	<b>\$ 600.04</b>	<b>\$ 1,199.93</b>
								Net Book	<b>\$ 3,978.92</b>
								<b>\$ 13,273.30</b>	

Contents of Storage Locker (TBD)  
 Public Storage #21106  
 171 S Arroyo Parkway  
 Pasadena, CA 91105-2019

**AD-VANTAGE**

<u>Date Purchased</u>	<u>Date Placed in Service [1]</u>	<u>Description</u>	<u>Category</u>	<u>Amount</u>	<u>Ending Accumulated Depreciation</u>	<u>Net Book Value</u>
02/22/12	02/22/12	15 41' cubicles	Furniture & Fixtures	\$ 8,874.00	\$ 4,648.16	\$ 4,225.84
02/22/12	02/22/12	Office Furniture	Furniture & Fixtures	\$ 5,013.38	\$ 2,625.92	\$ 2,387.46
03/01/12	03/01/12	12 Larkin Stackable Chairs	Furniture & Fixtures	\$ 639.45	\$ 334.84	\$ 304.61
07/18/12	07/18/12	Kearney Desk Chair (5)	Furniture & Fixtures	\$ 701.44	\$ 317.30	\$ 384.14
10/04/12	10/04/12	Office Furniture for M. Spalter	Furniture & Fixtures	\$ 1,381.13	\$ 591.84	\$ 789.29
01/07/13	01/07/13	5 Desk Chairs Plus Assembly	Furniture & Fixtures	\$ 798.05	\$ 313.50	\$ 484.55
03/15/13	03/15/13	14 Cubicle Workstations	Furniture & Fixtures	\$ 9,163.36	\$ 3,381.79	\$ 5,781.57
03/18/13	03/18/13	8 desk chairs	Furniture & Fixtures	\$ 1,212.08	\$ 447.33	\$ 764.75

**Total Furniture & Fixtures**

TB

**\$ 27,782.89      \$ 12,660.68      \$ 15,122.21**

02/09/11	02/09/11	Software Upgrade for Dave Grant	Office Equipment	\$ 660.54	\$ 660.54	\$ 66.05
04/11/11	04/11/11	Computer	Office Equipment	\$ 1,161.16	\$ 1,161.16	\$ 116.12
04/18/11	04/18/11	Computer - 2	Office Equipment	\$ 2,565.96	\$ 2,565.96	\$ 256.60
07/29/11	07/29/11	Computer Equipment	Office Equipment	\$ 567.61	\$ 567.61	\$ 56.76
09/26/11	09/26/11	Computer	Office Equipment	\$ 2,138.73	\$ 2,138.73	\$ 213.87
09/26/11	09/26/11	Computer	Office Equipment	\$ 2,196.67	\$ 2,196.67	\$ 219.67
09/29/11	09/29/11	Computer Equipment	Office Equipment	\$ 528.62	\$ 528.62	\$ 52.86
09/29/11	09/29/11	Computer - 2	Office Equipment	\$ 2,412.07	\$ 2,412.07	\$ 241.21
10/06/11	10/06/11	Computer Equipment	Office Equipment	\$ 1,863.88	\$ 1,863.88	\$ 186.39

12/15/11	12/15/11	HP Server	Office Equipment	\$ 7,424.99	\$ 7,424.99	\$ 742.50
12/15/11	12/15/11	Sonic Wall	Office Equipment	\$ 6,119.91	\$ 6,119.91	\$ 611.99
12/16/11	12/16/11	New Egg	Office Equipment	\$ 2,500.12	\$ 2,500.12	\$ 250.01
01/03/12	01/03/12	Computer	Office Equipment	\$ 2,190.11	\$ 2,190.11	\$ 219.01
02/02/12	02/02/12	Computer	Office Equipment	\$ 1,875.88	\$ 1,875.88	\$ 187.59
02/07/12	02/07/12	HP Envy 15 laptop	Office Equipment	\$ 1,312.99	\$ 1,312.99	\$ 131.30
02/22/12	02/22/12	1 Samsung Monitor S27A350H	Office Equipment	\$ 323.37	\$ 323.37	\$ 32.34
02/22/12	02/22/12	1 Samsung Monitor S22A3	Office Equipment	\$ 171.11	\$ 171.11	\$ 17.11
02/23/12	02/23/12	3 Samsung Monitors S27A350H	Office Equipment	\$ 970.09	\$ 970.09	\$ 97.01
02/23/12	02/23/12	1 Samsung Monitor S22A3	Office Equipment	\$ 171.11	\$ 171.11	\$ 17.11
02/23/12	02/23/12	Sharp Microwave	Office Equipment	\$ 108.74	\$ 77.83	\$ 30.91
02/23/12	02/23/12	Cuisinart Coffee Maker	Office Equipment	\$ 157.68	\$ 113.09	\$ 44.59
03/01/12	03/01/12	2 13' Macbook Pro i7	Office Equipment	\$ 2,939.09	\$ 2,939.09	\$ 293.91
03/01/12	03/01/12	2 HP Envy i5-3033CL Laptop	Office Equipment	\$ 2,625.98	\$ 2,625.98	\$ 262.60
03/01/12	03/01/12	Sears - Fridge	Office Equipment	\$ 516.27	\$ 369.80	\$ 146.47
03/13/12	03/13/12	Cables & Router	Office Equipment	\$ 249.43	\$ 249.43	\$ 24.94
03/13/12	03/13/12	NI Cards	Office Equipment	\$ 1,757.50	\$ 1,757.50	\$ 175.75
03/13/12	03/13/12	Memory Modules	Office Equipment	\$ 515.08	\$ 515.08	\$ 51.51
03/26/12	03/26/12	Server Equipment	Office Equipment	\$ 1,608.40	\$ 1,608.40	\$ 160.84
03/26/12	03/26/12	10 VOIP Phones	Office Equipment	\$ 2,354.33	\$ 2,354.33	\$ 235.43
05/30/12	05/30/12	VOIP Phones	Office Equipment	\$ 805.60	\$ 805.60	\$ 80.56
04/19/12	04/19/12	Equipment	Office Equipment	\$ 2,352.36	\$ 2,352.36	\$ 235.24
07/11/12	07/11/12	Desktop & Routers	Office Equipment	\$ 1,807.76	\$ 1,807.76	\$ 180.78

Date	Item	Category	Original Price	Current Price	Residual Value
07/11/12	07/11/12 Telephones (3)	Office Equipment	\$ 737.29	\$ 737.29	\$ 73.73
07/23/12	07/23/12 HP Envy 15 laptop	Office Equipment	\$ 1,243.00	\$ 1,243.00	\$ 124.30
07/24/12	07/24/12 Apple Air Macbooks (2)	Office Equipment	\$ 2,743.23	\$ 2,743.23	\$ 274.32
07/25/12	07/25/12 1 Samsung 24" Monitor; 1 Samsung 27" Monitor	Office Equipment	\$ 516.23	\$ 516.23	\$ 51.62
09/30/12	09/30/12 Ravi Computer	Office Equipment	\$ 1,388.10	\$ 1,388.10	\$ 138.81
10/31/12	10/31/12 HP Envy 15 laptop	Office Equipment	\$ 1,186.83	\$ 1,153.95	\$ 32.88
10/31/12	10/31/12 Monitor	Office Equipment	\$ 275.74	\$ 268.10	\$ 7.64
11/30/12	11/30/12 HP Envy 15 laptop	Office Equipment	\$ 1,293.87	\$ 1,221.96	\$ 71.91
11/30/12	11/30/12 HP Envy 15 laptop	Office Equipment	\$ 1,204.24	\$ 1,137.30	\$ 66.94
11/30/12	11/30/12 Tiger Direct: AMP1500 & AMP300 test servers	Office Equipment	\$ 731.34	\$ 690.88	\$ 40.46
11/30/12	11/30/12 3 Cisco SPA IP Phones	Office Equipment	\$ 760.13	\$ 717.74	\$ 42.39
12/04/12	12/04/12 Laptop, external drive	Office Equipment	\$ 1,128.09	\$ 1,065.56	\$ 62.53
12/07/12	12/07/12 HP Envy i5-3033CL Laptop	Office Equipment	\$ 1,518.30	\$ 1,434.12	\$ 84.18
09/01/12	01/01/13 HP PROLIANT D1120 Rack Entry-Level Server (2)	Office Equipment	\$ 2,297.24	\$ 2,297.24	\$ 229.72
08/31/12	08/31/12 Test Computer and MacPro Add-In Testing	Office Equipment	\$ 1,663.00	\$ 1,663.00	\$ 166.30
09/30/12	09/30/12 3 Computers and Unix Admin	Office Equipment	\$ 4,400.00	\$ 4,400.00	\$ 440.00
01/04/13	01/04/13 2 HP Envy 15-3040NR 15.6' Laptop	Office Equipment	\$ 2,405.98	\$ 2,205.39	\$ 200.59
01/17/13	01/17/13 HP Envy 15-3040NR 15.6' Laptop	Office Equipment	\$ 1,311.97	\$ 1,166.08	\$ 145.89
02/01/13	02/01/13 HP Envy 15-3040NR 15.6' Laptop	Office Equipment	\$ 1,308.94	\$ 1,163.52	\$ 145.42
02/14/13	02/14/13 HP Envy 15-3040NR 15.6' Laptop	Office Equipment	\$ 1,093.99	\$ 972.48	\$ 121.51
02/25/13	02/25/13 HP Envy 15-3040NR 15.6' Laptop, Keyboard & Monitor	Office Equipment	\$ 1,571.38	\$ 1,353.15	\$ 218.23
02/27/13	02/27/13 HP Envy 15-3040NR 15.6' Laptop, Keyboard & Monitor	Office Equipment	\$ 1,571.38	\$ 1,353.15	\$ 218.23
03/01/13	03/01/13 HP Pavilion Desktop	Office Equipment	\$ 828.38	\$ 713.31	\$ 115.07

03/13/13	03/13/13	Laptop, wireless keyboard/mouse	Office Equipment	\$ 1,157.41	\$ 996.65	\$ 160.76
03/31/13	03/31/13	Projector	Office Equipment	\$ 732.05	\$ 630.23	\$ 101.82
04/10/13	04/10/13	5 Cisco Phones	Office Equipment	\$ 1,106.30	\$ 921.90	\$ 184.40
04/10/13	04/10/13	HP Envy 15-3040NR 15.6' Laptop	Office Equipment	\$ 1,268.37	\$ 1,056.90	\$ 211.47
04/11/13	04/11/13	HP Envy 15-3040NR 15.6' Laptop (5)	Office Equipment	\$ 5,073.48	\$ 4,227.90	\$ 845.58
04/30/13	04/30/13	HP Envy 15-3040NR 15.6' Laptop	Office Equipment	\$ 1,246.57	\$ 1,038.90	\$ 207.67
04/30/13	04/30/13	HP Envy 15-3040NR 15.6' Laptop	Office Equipment	\$ 1,246.57	\$ 1,038.90	\$ 207.67
07/15/13	07/15/13	13.3" MacBook Air	Office Equipment	\$ 1,725.08	\$ 1,293.84	\$ 431.24
07/31/13	07/15/13	Polycom SoundStation IP 5000 PoE for conf. room	Office Equipment	\$ 389.66	\$ 292.14	\$ 97.52
10/08/13	10/08/13	Memory for Matt Variot's computer - 1 of: Kingston Value RAM 4GB 1333MHz PC3-10600 DDR3 Non-ECC CL9 DIMM SR x8 Desktop Memory (KVR13N9S8/4) 1 of: Intel Core i7-2600K Quad-Core Processor 3.4 Ghz 8 MB Cache LGA 1155 - BX80623I72600K	Office Equipment	\$ 378.40	\$ 252.24	\$ 126.16
10/14/13	03/31/13	Plug and Play Gateway Controller	Office Equipment	\$ 799.00	\$ 665.70	\$ 133.30
03/04/15	03/04/15	Cisco Wireless Router	Office Equipment	\$ 600.99	\$ 100.14	\$ 500.85
03/04/15	03/04/15	Cisco Air 3500i Access Point	Office Equipment	\$ 261.13	\$ 43.50	\$ 217.63
<b>Total Office Equipment</b>			<b>TB</b>	<b>\$104,116.80</b>	<b>\$ 98,894.89</b>	<b>\$ 12,137.76</b>
02/09/12	02/09/12	Whiteboard paint	Tenant Improvements	\$ 1,304.74	\$ 1,304.74	\$ 130.47
02/29/12	02/29/12	Electrical boxes	Tenant Improvements	\$ 1,125.00	\$ 1,125.00	\$ 112.50
03/02/12	03/02/12	Cabling	Tenant Improvements	\$ 3,965.81	\$ 3,965.81	\$ 396.58
04/01/13	04/01/13	Cabling	Tenant Improvements	\$ 1,875.00	\$ 1,875.00	\$ 187.50
04/30/13	04/30/13	Electrical work for cubicles	Tenant Improvements	\$ 1,095.00	\$ 1,095.00	\$ 109.50

<b>Total Improvements</b>				<b>TB</b>	<b>\$ 9,365.55</b>	<b>\$ 9,365.55</b>	<b>\$ 936.56</b>
05/15/12	05/15/12	Server Hardware for SafetyNet	Machinery & Equipment	\$ 590.08	\$ 590.08	\$ 29.50	
05/15/12	05/15/12	Server Hardware for SafetyNet	Machinery & Equipment	\$ 1,033.13	\$ 1,033.13	\$ 51.66	
08/09/12	09/30/12	EX350 Xli Computer Equipment	Machinery & Equipment	\$ 3,941.25	\$ 3,941.25	\$ 197.06	
07/23/12	10/06/12	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 204.53	\$ 204.53	\$ 10.23	
07/23/12	10/06/12	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 204.53	\$ 204.53	\$ 10.23	
08/26/12	10/06/12	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 86.99	\$ 4.35	
08/26/12	10/06/12	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 132.65	\$ 132.65	\$ 6.63	
08/26/12	10/06/12	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 119.62	\$ 119.62	\$ 5.98	
08/26/12	10/06/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 50.01	\$ 50.01	\$ 2.50	
08/26/12	10/06/12	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 85.88	\$ 85.88	\$ 4.29	
08/26/12	10/06/12	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 91.33	\$ 91.33	\$ 4.57	
08/26/12	10/06/12	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 77.46	\$ 77.46	\$ 3.87	
08/26/12	10/06/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 54.35	\$ 54.35	\$ 2.72	
08/26/12	10/06/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 53.27	\$ 53.27	\$ 2.66	
09/02/12	10/06/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 48.93	\$ 48.93	\$ 2.45	
09/24/12	10/25/12	PowerEdge R320 server	Machinery & Equipment	\$ 2,556.53	\$ 2,485.35	\$ 71.18	
09/24/12	10/25/12	PowerEdge R320 server	Machinery & Equipment	\$ 2,556.53	\$ 2,485.35	\$ 71.18	
07/23/12	11/01/12	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 204.53	\$ 198.80	\$ 5.72	
09/21/12	11/01/12	PowerEdge R320	Machinery & Equipment	\$ 2,205.62	\$ 2,144.45	\$ 61.17	
09/24/12	11/01/12	PowerEdge R320 server	Machinery & Equipment	\$ 2,556.53	\$ 2,485.35	\$ 71.18	

Date	Invoice Date	Description	Category	Original Price	Current Price	Delta
09/20/12	11/08/12	PowerEdge R320 server	Machinery & Equipment	\$ 2,565.59	\$ 2,494.45	\$ 71.14
07/23/12	11/13/12	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 204.53	\$ 198.80	\$ 5.72
12/31/12	11/13/12	Assembly	Machinery & Equipment	\$ 22.31	\$ 21.70	\$ 0.61
12/31/12	11/13/12	Assembly	Machinery & Equipment	\$ 22.31	\$ 21.70	\$ 0.61
12/31/12	11/13/12	Assembly	Machinery & Equipment	\$ 22.31	\$ 21.70	\$ 0.61
12/31/12	11/13/12	Assembly	Machinery & Equipment	\$ 22.31	\$ 21.70	\$ 0.61
12/31/12	11/13/12	Assembly	Machinery & Equipment	\$ 22.31	\$ 21.70	\$ 0.61
12/31/12	11/13/12	Assembly	Machinery & Equipment	\$ 22.31	\$ 21.70	\$ 0.61
12/31/12	11/13/12	Assembly	Machinery & Equipment	\$ 22.31	\$ 21.70	\$ 0.61
12/31/12	11/13/12	Assembly	Machinery & Equipment	\$ 22.31	\$ 21.70	\$ 0.61
09/20/12	11/15/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 48.92	\$ 47.60	\$ 1.32
09/21/12	11/15/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 57.27	\$ 55.65	\$ 1.62
09/27/12	11/15/12	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 205.48	\$ 199.85	\$ 5.63
09/27/12	11/15/12	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 205.48	\$ 199.85	\$ 5.63
10/29/12	11/15/12	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.98	\$ 84.70	\$ 2.28
10/29/12	11/15/12	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.98	\$ 84.70	\$ 2.28
10/29/12	11/15/12	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 135.93	\$ 132.30	\$ 3.63
10/29/12	11/15/12	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 135.93	\$ 132.30	\$ 3.63
10/29/12	11/15/12	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 114.18	\$ 110.95	\$ 3.23
10/29/12	11/15/12	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 114.18	\$ 110.95	\$ 3.23
10/31/12	11/15/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 56.02	\$ 54.60	\$ 1.42
10/31/12	11/15/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 56.02	\$ 54.60	\$ 1.42
12/31/12	11/16/12	Assembly	Machinery & Equipment	\$ 22.31	\$ 21.08	\$ 1.23
12/31/12	11/16/12	Assembly	Machinery & Equipment	\$ 22.31	\$ 21.08	\$ 1.23

Date	Invoice Date	Description	Category	Original Price	Current Price	Balance
12/31/12	11/16/12	Assembly	Machinery & Equipment	\$ 22.31	\$ 21.08	\$ 1.23
09/02/12	11/20/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 48.93	\$ 46.24	\$ 2.69
09/02/12	11/20/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 48.93	\$ 46.24	\$ 2.69
09/02/12	11/20/12	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 82.28	\$ 4.71
09/02/12	11/20/12	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 82.28	\$ 4.71
09/02/12	11/20/12	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 132.65	\$ 125.12	\$ 7.53
09/02/12	11/20/12	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 108.74	\$ 102.68	\$ 6.06
09/02/12	11/20/12	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 108.74	\$ 102.68	\$ 6.06
09/02/12	11/20/12	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 108.74	\$ 102.68	\$ 6.06
09/02/12	11/20/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 53.27	\$ 50.32	\$ 2.95
09/02/12	11/20/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 53.27	\$ 50.32	\$ 2.95
09/05/12	11/20/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 135.93	\$ 128.52	\$ 7.41
09/05/12	11/20/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 86.99	\$ 82.28	\$ 4.71
09/05/12	11/20/12	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 82.28	\$ 4.71
09/05/12	11/20/12	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 48.93	\$ 46.24	\$ 2.69
09/05/12	11/20/12	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 48.93	\$ 46.24	\$ 2.69
09/05/12	11/20/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 48.93	\$ 46.24	\$ 2.69
09/05/12	11/20/12	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 108.74	\$ 102.68	\$ 6.06
09/05/12	11/20/12	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 108.74	\$ 102.68	\$ 6.06
09/05/12	11/20/12	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 108.74	\$ 102.68	\$ 6.06
09/05/12	11/20/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 53.28	\$ 50.32	\$ 2.96
09/05/12	11/20/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 53.28	\$ 50.32	\$ 2.96
09/06/12	11/20/12	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 134.54	\$ 127.16	\$ 7.38

09/06/12	11/20/12	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 134.54	\$ 127.16	\$ 7.38
09/06/12	11/20/12	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 134.54	\$ 127.16	\$ 7.38
09/12/12	11/20/12	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 82.28	\$ 4.71
09/12/12	11/20/12	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 82.28	\$ 4.71
09/12/12	11/20/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 50.01	\$ 47.26	\$ 2.75
09/12/12	11/20/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 50.01	\$ 47.26	\$ 2.75
09/12/12	11/20/12	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 108.74	\$ 102.68	\$ 6.06
09/16/12	11/20/12	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 82.28	\$ 4.71
09/17/12	11/20/12	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 132.65	\$ 125.12	\$ 7.53
09/17/12	11/20/12	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 132.65	\$ 125.12	\$ 7.53
09/17/12	11/20/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 55.32	\$ 52.36	\$ 2.96
09/17/12	11/20/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 55.32	\$ 52.36	\$ 2.96
09/20/12	11/20/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 53.51	\$ 50.66	\$ 2.85
12/31/12	11/20/12	Assembly	Machinery & Equipment	\$ 22.31	\$ 21.08	\$ 1.23
09/12/12	11/23/12	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 108.74	\$ 102.68	\$ 6.06
09/12/12	11/23/12	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 108.74	\$ 102.68	\$ 6.06
09/12/12	11/23/12	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 108.74	\$ 102.68	\$ 6.06
09/16/12	11/23/12	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 82.28	\$ 4.71
09/17/12	11/23/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 55.32	\$ 52.36	\$ 2.96
09/17/12	11/23/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 55.32	\$ 52.36	\$ 2.96
09/18/12	11/23/12	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 130.69	\$ 123.42	\$ 7.27
09/18/12	11/23/12	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 130.69	\$ 123.42	\$ 7.27
09/18/12	11/23/12	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 130.69	\$ 123.42	\$ 7.27

09/18/12	11/23/12	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 130.69	\$ 123.42	\$ 7.27
09/20/12	11/23/12	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 82.28	\$ 4.71
09/20/12	11/23/12	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 82.28	\$ 4.71
09/20/12	11/23/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 48.93	\$ 46.24	\$ 2.69
09/20/12	11/23/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 48.93	\$ 46.24	\$ 2.69
09/20/12	11/23/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 53.51	\$ 50.66	\$ 2.85
09/20/12	11/23/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 53.51	\$ 50.66	\$ 2.85
09/20/12	11/23/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 53.51	\$ 50.66	\$ 2.85
09/20/12	11/23/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 53.51	\$ 50.66	\$ 2.85
09/20/12	11/23/12	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 111.23	\$ 105.06	\$ 6.17
09/20/12	11/23/12	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 82.28	\$ 4.71
09/25/12	11/23/12	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 202.28	\$ 191.08	\$ 11.20
09/25/12	11/23/12	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 202.28	\$ 191.08	\$ 11.20
09/25/12	11/23/12	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 202.28	\$ 191.08	\$ 11.20
09/25/12	11/23/12	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 202.28	\$ 191.08	\$ 11.20
09/21/12	11/26/12	PowerEdge R320	Machinery & Equipment	\$ 2,205.62	\$ 2,083.18	\$ 122.44
09/18/12	11/27/12	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 130.69	\$ 123.42	\$ 7.27
09/18/12	11/27/12	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 130.69	\$ 123.42	\$ 7.27
09/19/12	11/27/12	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 133.75	\$ 126.48	\$ 7.27
09/19/12	11/27/12	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 133.75	\$ 126.48	\$ 7.27
09/19/12	11/27/12	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 133.75	\$ 126.48	\$ 7.27
09/20/12	11/27/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 48.93	\$ 46.24	\$ 2.69
09/20/12	11/27/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 48.93	\$ 46.24	\$ 2.69

09/20/12	11/27/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 48.93	\$ 46.24	\$ 2.69
09/20/12	11/27/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 48.93	\$ 46.24	\$ 2.69
09/20/12	11/27/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 48.93	\$ 46.24	\$ 2.69
09/20/12	11/27/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 53.51	\$ 50.66	\$ 2.85
09/20/12	11/27/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 53.51	\$ 50.66	\$ 2.85
09/20/12	11/27/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 53.51	\$ 50.66	\$ 2.85
09/20/12	11/27/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 53.51	\$ 50.66	\$ 2.85
09/20/12	11/27/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 53.50	\$ 50.66	\$ 2.84
09/20/12	11/27/12	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 111.23	\$ 105.06	\$ 6.17
09/20/12	11/27/12	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 111.23	\$ 105.06	\$ 6.17
09/20/12	11/27/12	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 111.23	\$ 105.06	\$ 6.17
09/20/12	11/27/12	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 111.22	\$ 105.06	\$ 6.16
09/20/12	11/27/12	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 111.22	\$ 105.06	\$ 6.16
09/20/12	11/27/12	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 82.28	\$ 4.71
09/20/12	11/27/12	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 82.28	\$ 4.71
09/20/12	11/27/12	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 82.28	\$ 4.71
09/20/12	11/27/12	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.98	\$ 82.28	\$ 4.70
09/20/12	11/27/12	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.98	\$ 82.28	\$ 4.70
12/31/12	11/27/12	Assembly	Machinery & Equipment	\$ 22.31	\$ 21.08	\$ 1.23
12/31/12	11/27/12	Assembly	Machinery & Equipment	\$ 22.31	\$ 21.08	\$ 1.23
12/31/12	11/27/12	Assembly	Machinery & Equipment	\$ 22.31	\$ 21.08	\$ 1.23
12/31/12	11/27/12	Assembly	Machinery & Equipment	\$ 22.31	\$ 21.08	\$ 1.23
09/20/12	11/28/12	PowerEdge R320 server	Machinery & Equipment	\$ 2,565.59	\$ 2,423.18	\$ 142.41

09/19/12	11/30/12	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 133.75	\$ 126.48	\$ 7.27
09/19/12	11/30/12	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 133.75	\$ 126.48	\$ 7.27
09/20/12	11/30/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 48.92	\$ 46.24	\$ 2.68
09/20/12	11/30/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 48.93	\$ 46.24	\$ 2.69
09/20/12	11/30/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 48.93	\$ 46.24	\$ 2.69
09/20/12	11/30/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 48.93	\$ 46.24	\$ 2.69
09/20/12	11/30/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 48.92	\$ 46.24	\$ 2.68
09/20/12	11/30/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 48.92	\$ 46.24	\$ 2.68
09/21/12	11/30/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 57.27	\$ 54.06	\$ 3.21
09/21/12	11/30/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 57.26	\$ 54.06	\$ 3.20
09/21/12	11/30/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 57.27	\$ 54.06	\$ 3.21
09/21/12	11/30/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 57.27	\$ 54.06	\$ 3.21
09/27/12	11/30/12	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 205.48	\$ 194.14	\$ 11.34
09/27/12	11/30/12	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 205.48	\$ 194.14	\$ 11.34
09/27/12	11/30/12	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 205.48	\$ 194.14	\$ 11.34
09/27/12	11/30/12	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 205.48	\$ 194.14	\$ 11.34
09/27/12	11/30/12	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 205.48	\$ 194.14	\$ 11.34
09/27/12	11/30/12	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 205.48	\$ 194.14	\$ 11.34
10/29/12	11/30/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 60.00	\$ 56.78	\$ 3.22
10/29/12	11/30/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 60.00	\$ 56.78	\$ 3.22
10/29/12	11/30/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 60.00	\$ 56.78	\$ 3.22
10/29/12	11/30/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 60.01	\$ 56.78	\$ 3.23
10/29/12	11/30/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 60.01	\$ 56.78	\$ 3.23



10/31/12	11/30/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 56.01	\$ 53.04	\$ 2.97
10/31/12	11/30/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 56.01	\$ 53.04	\$ 2.97
10/31/12	11/30/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 56.02	\$ 53.04	\$ 2.98
10/31/12	11/30/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 56.02	\$ 53.04	\$ 2.98
10/31/12	11/30/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 56.02	\$ 53.04	\$ 2.98
11/14/12	11/30/12	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 135.93	\$ 128.52	\$ 7.41
11/14/12	11/30/12	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 135.93	\$ 128.52	\$ 7.41
11/14/12	11/30/12	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 135.93	\$ 128.52	\$ 7.41
11/14/12	11/30/12	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 135.93	\$ 128.52	\$ 7.41
11/14/12	11/30/12	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 130.49	\$ 123.08	\$ 7.41
11/15/12	11/30/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 55.62	\$ 52.70	\$ 2.92
11/19/12	11/30/12	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 82.28	\$ 4.71
11/19/12	11/30/12	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 82.28	\$ 4.71
11/19/12	11/30/12	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 82.28	\$ 4.71
11/19/12	11/30/12	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 82.28	\$ 4.71
12/31/12	11/30/12	Assembly	Machinery & Equipment	\$ 22.31	\$ 21.08	\$ 1.23
12/31/12	11/30/12	Assembly	Machinery & Equipment	\$ 22.31	\$ 21.08	\$ 1.23
12/31/12	11/30/12	Assembly	Machinery & Equipment	\$ 22.31	\$ 21.08	\$ 1.23
12/31/12	11/30/12	Assembly	Machinery & Equipment	\$ 22.31	\$ 21.08	\$ 1.23
12/31/12	11/30/12	Assembly	Machinery & Equipment	\$ 22.31	\$ 21.08	\$ 1.23
12/31/12	11/30/12	Assembly	Machinery & Equipment	\$ 22.31	\$ 21.08	\$ 1.23
12/31/12	11/30/12	Assembly	Machinery & Equipment	\$ 22.31	\$ 21.08	\$ 1.23
12/31/12	11/30/12	Assembly	Machinery & Equipment	\$ 22.31	\$ 21.08	\$ 1.23
12/31/12	11/30/12	Assembly	Machinery & Equipment	\$ 22.31	\$ 21.08	\$ 1.23

Date	Invoice Date	Description	Category	Original Price	Current Price	Balance
12/31/12	11/30/12	Assembly	Machinery & Equipment	\$ 22.31	\$ 21.08	\$ 1.23
09/25/12	12/03/12	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 202.28	\$ 191.08	\$ 11.20
10/29/12	12/16/12	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 135.93	\$ 124.74	\$ 11.19
11/14/12	12/16/12	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 57.63	\$ 52.80	\$ 4.83
11/14/12	12/16/12	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 130.49	\$ 119.46	\$ 11.03
11/15/12	12/16/12	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 55.63	\$ 51.15	\$ 4.48
11/30/12	12/16/12	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 79.86	\$ 7.13
09/20/12	01/04/13	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 48.92	\$ 44.88	\$ 4.04
10/29/12	01/04/13	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.98	\$ 79.86	\$ 7.12
10/29/12	01/04/13	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 114.18	\$ 104.61	\$ 9.57
10/31/12	01/04/13	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 56.02	\$ 51.48	\$ 4.54
11/14/12	01/04/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 135.93	\$ 124.74	\$ 11.19
10/31/12	01/25/13	Intel D2500CCE Atom D2500 Dual LAN & Dual COM mini-itx motherboard	Machinery & Equipment	\$ 140.67	\$ 125.12	\$ 15.55
11/15/12	01/25/13	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 55.62	\$ 49.60	\$ 6.02
01/11/13	01/25/13		Machinery & Equipment	\$ 29.50	\$ 26.24	\$ 3.26
09/27/12	01/28/13	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 205.48	\$ 182.72	\$ 22.76
09/27/12	01/28/13	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 205.48	\$ 182.72	\$ 22.76
10/09/12	01/28/13	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 203.67	\$ 181.12	\$ 22.55
10/09/12	01/28/13	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 203.67	\$ 181.12	\$ 22.55
11/14/12	01/28/13	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 57.62	\$ 51.20	\$ 6.42
11/14/12	01/28/13	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 57.62	\$ 51.20	\$ 6.42
11/14/12	01/28/13	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 57.62	\$ 51.20	\$ 6.42
11/14/12	01/28/13	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 57.62	\$ 51.20	\$ 6.42

11/14/12	01/28/13	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 57.62	\$ 51.20	\$ 6.42
11/14/12	01/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 135.93	\$ 120.96	\$ 14.97
11/14/12	01/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 135.93	\$ 120.96	\$ 14.97
11/14/12	01/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 135.93	\$ 120.96	\$ 14.97
11/14/12	01/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 135.93	\$ 120.96	\$ 14.97
11/14/12	01/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 135.93	\$ 120.96	\$ 14.97
11/14/12	01/28/13	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 130.49	\$ 115.84	\$ 14.65
11/14/12	01/28/13	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 130.49	\$ 115.84	\$ 14.65
11/14/12	01/28/13	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 130.49	\$ 115.84	\$ 14.65
11/14/12	01/28/13	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 130.49	\$ 115.84	\$ 14.65
11/14/12	01/28/13	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 130.49	\$ 115.84	\$ 14.65
11/15/12	01/28/13	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 55.62	\$ 49.60	\$ 6.02
11/15/12	01/28/13	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 55.62	\$ 49.60	\$ 6.02
11/15/12	01/28/13	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 55.62	\$ 49.60	\$ 6.02
11/15/12	01/28/13	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 55.62	\$ 49.60	\$ 6.02
11/15/12	01/28/13	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 55.62	\$ 49.60	\$ 6.02
11/19/12	01/28/13	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 77.44	\$ 9.55
11/19/12	01/28/13	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 77.44	\$ 9.55
11/19/12	01/28/13	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 77.44	\$ 9.55
11/19/12	01/28/13	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 77.44	\$ 9.55
10/09/12	01/31/13	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 203.67	\$ 181.12	\$ 22.55
11/14/12	01/31/13	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 57.62	\$ 51.20	\$ 6.42
11/14/12	01/31/13	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 130.49	\$ 115.84	\$ 14.65

11/15/12	01/31/13	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 55.62	\$ 49.60	\$ 6.02
11/19/12	01/31/13	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 77.44	\$ 9.55
11/30/12	01/31/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 135.93	\$ 120.96	\$ 14.97
11/06/12	02/04/13	PowerEdge R320 server	Machinery & Equipment	\$ 2,455.68	\$ 2,182.72	\$ 272.96
11/06/12	02/08/13	PowerEdge R320 server	Machinery & Equipment	\$ 2,455.68	\$ 2,182.72	\$ 272.96
11/06/12	02/27/13	PowerEdge R320 server	Machinery & Equipment	\$ 2,455.69	\$ 2,114.51	\$ 341.18
10/09/12	03/05/13	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 203.67	\$ 175.46	\$ 28.21
11/14/12	03/05/13	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 57.62	\$ 49.60	\$ 8.02
11/14/12	03/05/13	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 130.49	\$ 112.22	\$ 18.27
11/15/12	03/05/13	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 55.62	\$ 48.05	\$ 7.57
11/19/12	03/05/13	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.98	\$ 75.02	\$ 11.96
11/30/12	03/05/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 135.92	\$ 117.18	\$ 18.74
09/21/12	03/06/13	PowerEdge R320 server	Machinery & Equipment	\$ 2,205.62	\$ 1,899.37	\$ 306.25
11/06/12	03/06/13	PowerEdge R320 server	Machinery & Equipment	\$ 2,455.69	\$ 2,114.51	\$ 341.18
11/06/12	03/06/13	PowerEdge R320 server	Machinery & Equipment	\$ 2,455.68	\$ 2,114.51	\$ 341.17
10/09/12	03/07/13	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 203.67	\$ 169.80	\$ 33.87
11/14/12	03/07/13	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 57.63	\$ 48.00	\$ 9.63
11/15/12	03/07/13	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 55.63	\$ 46.50	\$ 9.13
11/30/12	03/07/13	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 72.60	\$ 14.39
12/02/12	03/07/13	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 143.65	\$ 119.70	\$ 23.95
12/20/12	03/07/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 79.65	\$ 66.30	\$ 13.35
09/21/12	03/13/13	PowerEdge R320 server	Machinery & Equipment	\$ 2,205.62	\$ 1,899.37	\$ 306.25
09/21/12	03/14/13	PowerEdge R320 server	Machinery & Equipment	\$ 2,205.62	\$ 1,899.37	\$ 306.25

09/21/12	03/14/13	PowerEdge R320 server	Machinery & Equipment	\$ 2,205.62	\$ 1,899.37	\$ 306.25
11/14/12	03/18/13	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 57.62	\$ 49.60	\$ 8.02
11/14/12	03/18/13	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 130.49	\$ 112.22	\$ 18.27
11/15/12	03/18/13	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 55.63	\$ 48.05	\$ 7.58
11/30/12	03/18/13	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 75.02	\$ 11.97
12/20/12	03/18/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 79.65	\$ 68.51	\$ 11.14
03/23/13	03/23/13	HP ProCurve 5406zl J8697A, 1xJ8702A 24 port Gig POE 1x J8712A PS (for ADVN computer room)	Machinery & Equipment	\$ 1,154.52	\$ 930.03	\$ 224.49
03/23/13	03/23/13	2 HP J8702A ProCurve 24-Port Gig-T PoE Network Device (for ADVN computer room)	Machinery & Equipment	\$ 981.00	\$ 790.25	\$ 190.75
11/07/12	03/28/13	PowerEdge R320 server	Machinery & Equipment	\$ 2,431.13	\$ 1,958.37	\$ 472.76
03/28/13	03/28/13	HIS Fusion Box for India	Machinery & Equipment	\$ 689.85	\$ 555.64	\$ 134.21
10/09/12	04/15/13	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 203.67	\$ 164.14	\$ 39.53
11/15/12	04/15/13	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 55.63	\$ 44.95	\$ 10.68
11/30/12	04/15/13	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 57.63	\$ 46.40	\$ 11.23
11/30/12	04/15/13	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 70.18	\$ 16.81
12/02/12	04/15/13	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 143.65	\$ 115.71	\$ 27.94
12/20/12	04/15/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 79.65	\$ 64.09	\$ 15.56
04/24/13	04/24/13	OpenMesh Routers for Testing	Machinery & Equipment	\$ 552.52	\$ 445.15	\$ 107.37
09/17/12	04/30/13	Intel i3 3220 Socket 1155 CPU	Machinery & Equipment	\$ 148.63	\$ 119.77	\$ 28.86
10/09/12	04/30/13	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 203.67	\$ 164.14	\$ 39.53
11/15/12	04/30/13	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 55.63	\$ 44.95	\$ 10.68
11/30/12	04/30/13	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 70.18	\$ 16.81
12/02/12	04/30/13	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 143.65	\$ 115.71	\$ 27.94
12/20/12	04/30/13	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 26.08	\$ 20.88	\$ 5.20

Date	Invoice Date	Description	Category	Original Price	Current Price	Balance
09/17/12	05/20/13	Intel i3 3220 Socket 1155 CPU	Machinery & Equipment	\$ 148.63	\$ 119.77	\$ 28.86
10/09/12	05/20/13	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 203.68	\$ 164.14	\$ 39.54
11/15/12	05/20/13	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 55.63	\$ 44.95	\$ 10.68
12/02/12	05/20/13	OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 143.65	\$ 115.71	\$ 27.94
12/20/12	05/20/13	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 26.08	\$ 20.88	\$ 5.20
12/20/12	05/20/13	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 70.18	\$ 16.81
03/05/13	06/21/13	PowerEdge R320 server	Machinery & Equipment	\$ 2,351.30	\$ 1,828.68	\$ 522.62
10/09/12	06/25/13	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 203.68	\$ 158.48	\$ 45.20
11/15/12	06/25/13	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 55.63	\$ 43.40	\$ 12.23
12/20/12	06/25/13	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.99	\$ 67.76	\$ 19.23
12/20/12	06/25/13	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 26.08	\$ 20.16	\$ 5.92
01/08/13	06/25/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 87.19	\$ 67.76	\$ 19.43
05/28/13	06/25/13	Sandisk Extreme 120 GB SATA	Machinery & Equipment	\$ 113.37	\$ 88.20	\$ 25.17
09/17/12	07/22/13	Intel i3 3220 Socket 1155 CPU	Machinery & Equipment	\$ 148.63	\$ 111.51	\$ 37.12
10/09/12	07/22/13	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 203.68	\$ 152.82	\$ 50.86
11/15/12	07/22/13	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 55.63	\$ 41.85	\$ 13.78
01/08/13	07/22/13	Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 56.67	\$ 42.39	\$ 14.28
01/08/13	07/22/13	GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 136.24	\$ 102.06	\$ 34.18
05/28/13	07/22/13	Sandisk Extreme 120 GB SATA	Machinery & Equipment	\$ 113.37	\$ 85.05	\$ 28.32
07/23/12	08/07/13	4 Port Copper 1G PCI-E G2 Bypass Server Adapter	Machinery & Equipment	\$ 424.13	\$ 306.28	\$ 117.85
08/26/12		Corsair XMS3 4 GB 1333MHz PC3-10666 240-pin DDR3 Memory kit	Machinery & Equipment	\$ 25.00	\$ -	\$ 25.00
08/26/12		Corsair XMS3 4 GB 1333MHz PC3-10666 240-pin DDR3 Memory kit	Machinery & Equipment	\$ 25.00	\$ -	\$ 25.00
08/30/12		4GB 2RX8 PC3-10600E - 9 Kit	Machinery & Equipment	\$ 70.69	\$ -	\$ 70.69

08/30/12		4GB 2RX8 PC3-10600E - 9 Kit	Machinery & Equipment	\$ 70.69	\$ -	\$ 70.69
09/20/12		PowerEdge R320 server	Machinery & Equipment	\$ 2,565.59	\$ -	\$ 2,565.59
09/21/12		PowerEdge R320 server	Machinery & Equipment	\$ 2,205.62	\$ -	\$ 2,205.62
10/09/12	09/20/13	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 203.68	\$ 141.50	\$ 62.18
10/09/12	10/11/13	Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 203.68	\$ 135.84	\$ 67.84
10/09/12		Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 203.68	\$ -	\$ 203.68
10/09/12		Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 203.68	\$ -	\$ 203.68
10/09/12		Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 203.68	\$ -	\$ 203.68
11/07/12	04/05/13	PowerEdge R320 server	Machinery & Equipment	\$ 2,431.12	\$ 2,025.90	\$ 405.22
11/07/12	04/05/13	PowerEdge R320 server	Machinery & Equipment	\$ 2,504.79	\$ 2,087.40	\$ 417.39
11/13/12		Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 182.70	\$ -	\$ 182.70
11/13/12		Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 182.70	\$ -	\$ 182.70
11/13/12		Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 182.70	\$ -	\$ 182.70
11/13/12		Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 182.70	\$ -	\$ 182.70
11/15/12	08/07/13	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 55.63	\$ 40.30	\$ 15.33
11/15/12	09/20/13	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 55.63	\$ 38.75	\$ 16.88
11/15/12	10/11/13	SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 55.63	\$ 37.20	\$ 18.43
12/02/12		OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 143.65	\$ -	\$ 143.65
12/02/12		OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 143.65	\$ -	\$ 143.65
12/20/12		WD 250 GB Desktop Hard Drive	Machinery & Equipment	\$ 58.90	\$ -	\$ 58.90
12/20/12		WD 250 GB Desktop Hard Drive	Machinery & Equipment	\$ 58.90	\$ -	\$ 58.90
12/20/12		WD 250 GB Desktop Hard Drive	Machinery & Equipment	\$ 58.90	\$ -	\$ 58.90
12/26/12		Silicom Dual Port Bypass NIC	Machinery & Equipment	\$ 165.16	\$ -	\$ 165.16





01/08/13		Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 87.19	\$	-	\$ 87.19
01/08/13		Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 87.19	\$	-	\$ 87.19
01/08/13		Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 87.19	\$	-	\$ 87.19
01/08/13		Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 87.19	\$	-	\$ 87.19
01/08/13		Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 87.19	\$	-	\$ 87.19
01/08/13		Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 87.19	\$	-	\$ 87.19
01/08/13		Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 87.19	\$	-	\$ 87.19
01/08/13		OCZ Vertez 4 128GB SSD SATA-3	Machinery & Equipment	\$ 2,615.80	\$	-	\$ 2,615.80
02/15/13		Cybertron Apex MI-008 Atom D2500	Machinery & Equipment	\$ 8,128.24	\$	-	\$ 8,128.24
01/17/13		Cybertron Apex MI-008 Atom D2500	Machinery & Equipment	\$ 8,128.24	\$	-	\$ 8,128.24
01/11/13		Foxconn H61S LGA 1155 Intel H61 Mini ITX Intel Motherboard	Machinery & Equipment	\$ 56.75	\$	-	\$ 56.75
01/11/13		Intel Celeron G540 Sandy Bridge 2.5GHz LGA 1155 65W Dual-Core Desktop Processor Intel HD Graphics BX80623G540	Machinery & Equipment	\$ 56.75	\$	-	\$ 56.75
01/14/13		SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 160.89	\$	-	\$ 160.89
01/14/13		SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 160.89	\$	-	\$ 160.89
01/14/13		SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 160.89	\$	-	\$ 160.89
01/14/13		SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 268.15	\$	-	\$ 268.15
02/16/13	02/16/13	3 Computers for new employees and QA	Machinery & Equipment	\$ 2,224.00	\$	1,976.96	\$ 247.04
01/17/13		Cybertron Apex MI-008 Atom D2500	Machinery & Equipment	\$ 8,128.24	\$	-	\$ 8,128.24
03/05/13		PowerEdge R320 server	Machinery & Equipment	\$ 2,351.30	\$	-	\$ 2,351.30
03/05/13		PowerEdge R320 server	Machinery & Equipment	\$ 2,351.30	\$	-	\$ 2,351.30
03/05/13	10/09/13	PowerEdge R320 server	Machinery & Equipment	\$ 2,351.30	\$	1,567.44	\$ 783.86
03/05/13		PowerEdge R320 server	Machinery & Equipment	\$ 2,351.30	\$	-	\$ 2,351.30
03/05/13		PowerEdge R320 server	Machinery & Equipment	\$ 2,351.30	\$	-	\$ 2,351.30

03/05/13		PowerEdge R320 server	Machinery & Equipment	\$ 2,351.30	\$ -	\$ 2,351.30
03/05/13	10/09/13	PowerEdge R320 server	Machinery & Equipment	\$ 2,351.30	\$ 1,567.44	\$ 783.86
03/05/13		PowerEdge R320 server	Machinery & Equipment	\$ 2,351.30	\$ -	\$ 2,351.30
03/05/13		PowerEdge R320 server	Machinery & Equipment	\$ 2,351.30	\$ -	\$ 2,351.30
03/05/13		PowerEdge R320 server	Machinery & Equipment	\$ 2,351.30	\$ -	\$ 2,351.30
03/05/13		PowerEdge R320 server	Machinery & Equipment	\$ 2,351.30	\$ -	\$ 2,351.30
05/28/13		Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 77.37	\$ -	\$ 77.37
05/28/13		Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 77.37	\$ -	\$ 77.37
05/28/13		Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 77.37	\$ -	\$ 77.37
05/28/13		Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 77.37	\$ -	\$ 77.37
05/28/13		Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 77.37	\$ -	\$ 77.37
05/28/13		Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 77.37	\$ -	\$ 77.37
05/28/13		Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 77.37	\$ -	\$ 77.37
05/28/13		Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 77.37	\$ -	\$ 77.37
05/28/13		Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 77.37	\$ -	\$ 77.37
05/28/13		Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 77.37	\$ -	\$ 77.37
05/28/13	08/07/13	Sandisk Extreme 120 GB SATA	Machinery & Equipment	\$ 113.37	\$ 81.90	\$ 31.47
05/28/13	09/20/13	Sandisk Extreme 120 GB SATA	Machinery & Equipment	\$ 113.37	\$ 78.75	\$ 34.62
05/28/13	10/11/13	Sandisk Extreme 120 GB SATA	Machinery & Equipment	\$ 113.37	\$ 75.60	\$ 37.77
05/28/13		Sandisk Extreme 120 GB SATA	Machinery & Equipment	\$ 113.37	\$ -	\$ 113.37
05/28/13		Sandisk Extreme 120 GB SATA	Machinery & Equipment	\$ 113.37	\$ -	\$ 113.37
05/28/13		Sandisk Extreme 120 GB SATA	Machinery & Equipment	\$ 113.37	\$ -	\$ 113.37
05/28/13		Sandisk Extreme 120 GB SATA	Machinery & Equipment	\$ 113.37	\$ -	\$ 113.37

05/28/13	Sandisk Extreme 120 GB SATA	Machinery & Equipment	\$ 113.37	\$	-	\$ 113.37
05/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 134.44	\$	-	\$ 134.44
05/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 134.44	\$	-	\$ 134.44
05/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 134.44	\$	-	\$ 134.44
05/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 134.44	\$	-	\$ 134.44
05/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 134.44	\$	-	\$ 134.44
05/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 134.44	\$	-	\$ 134.44
05/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 134.44	\$	-	\$ 134.44
05/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 134.44	\$	-	\$ 134.44
05/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 134.44	\$	-	\$ 134.44
05/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 134.44	\$	-	\$ 134.44
05/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 134.44	\$	-	\$ 134.44
05/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 134.44	\$	-	\$ 134.44
05/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 134.44	\$	-	\$ 134.44
05/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 134.44	\$	-	\$ 134.44
05/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 134.44	\$	-	\$ 134.44
05/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 134.44	\$	-	\$ 134.44
05/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 134.44	\$	-	\$ 134.44
05/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 134.44	\$	-	\$ 134.44
05/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 134.44	\$	-	\$ 134.44
05/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 134.44	\$	-	\$ 134.44
05/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 134.44	\$	-	\$ 134.44
05/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 134.44	\$	-	\$ 134.44
05/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 134.44	\$	-	\$ 134.44
05/28/13	Intel i3 2120 Socket 1155 CPU	Machinery & Equipment	\$ 134.44	\$	-	\$ 134.44
05/28/13	Sandisk Extreme 120 GB SATA	Machinery & Equipment	\$ 113.37	\$	-	\$ 113.37
05/28/13	Sandisk Extreme 120 GB SATA	Machinery & Equipment	\$ 113.37	\$	-	\$ 113.37



05/28/13		GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 82.24	\$ -	\$ 82.24
05/28/13		GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 82.24	\$ -	\$ 82.24
05/28/13		GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 82.24	\$ -	\$ 82.24
05/28/13		GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 82.24	\$ -	\$ 82.24
05/30/13		SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 58.96	\$ -	\$ 58.96
05/30/13		SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 58.96	\$ -	\$ 58.96
05/30/13		SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 58.96	\$ -	\$ 58.96
05/28/13		SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 58.96	\$ -	\$ 58.96
05/28/13		SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 58.96	\$ -	\$ 58.96
05/28/13		SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 58.96	\$ -	\$ 58.96
05/28/13		SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 58.96	\$ -	\$ 58.96
05/28/13		SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 58.96	\$ -	\$ 58.96
05/30/13		SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 58.97	\$ -	\$ 58.97
05/30/13		SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 58.97	\$ -	\$ 58.97
05/17/13	05/17/13	APC SMX3000RMLV2UNC X 3000VA Rack/Tower LCD 100-127V Smart-UPS with Network Card	Machinery & Equipment	\$ 1,688.20	\$ 1,359.81	\$ 328.39
05/18/13		APC Smart-UPS SMX1500RM2U X 1200W/1500VA LCD 120V 2U/Tower UPS System	Machinery & Equipment	\$ 713.94	\$ -	\$ 713.94
05/30/13		Supermicro SuperServer Atom D525 1U Rackmount Server Barebone System, Black SYS-5015A-EHF-D525	Machinery & Equipment	\$ 367.86	\$ -	\$ 367.86
05/28/13		Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 77.38	\$ -	\$ 77.38
05/28/13		Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 77.38	\$ -	\$ 77.38
05/28/13		Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 77.38	\$ -	\$ 77.38
05/28/13		Crucial 8GB DDR3 DIMMs	Machinery & Equipment	\$ 77.38	\$ -	\$ 77.38
06/02/13		SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 58.96	\$ -	\$ 58.96
06/02/13		SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 58.96	\$ -	\$ 58.96
06/02/13		SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 58.96	\$ -	\$ 58.96

06/02/13		SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 58.96	\$ -	\$ 58.96
06/02/13		SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 58.96	\$ -	\$ 58.96
06/03/13		SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 58.96	\$ -	\$ 58.96
06/03/13		SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 58.96	\$ -	\$ 58.96
06/03/13		SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 58.96	\$ -	\$ 58.96
06/03/13		SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 58.96	\$ -	\$ 58.96
06/03/13		SuperCase Micro ITX Chassis	Machinery & Equipment	\$ 58.96	\$ -	\$ 58.96
06/07/13		GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.63	\$ -	\$ 86.63
06/07/13		GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.63	\$ -	\$ 86.63
06/07/13		GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 86.63	\$ -	\$ 86.63
06/07/13			Machinery & Equipment	\$ 86.63	\$ -	\$ 86.63
05/28/13		Sandisk Extreme 120 GB SATA	Machinery & Equipment	\$ 113.37	\$ -	\$ 113.37
07/15/13		GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 83.92	\$ -	\$ 83.92
07/15/13		GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 83.92	\$ -	\$ 83.92
07/15/13		GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 83.92	\$ -	\$ 83.92
07/15/13		GigaByte Intel socket 1155 ITX motherboard	Machinery & Equipment	\$ 83.92	\$ 60.58	\$ 23.34
08/03/13	08/03/13	E-Port Plus, 130W Advanced Port Replicator, USB 3.0 for Latitude E-Family, Customer Kit	Machinery & Equipment	\$ 159.12	\$ 114.92	\$ 44.20
08/03/13	08/03/13	Microsoft Corporation Download-Microsoft Office Home & AMP Business 2013	Machinery & Equipment	\$ 359.99	\$ 260.00	\$ 99.99
08/03/13	08/03/13	Dell Latitude E5530,	Machinery & Equipment	\$ 1,053.56	\$ 761.02	\$ 292.54
08/03/13	08/03/13	Ipad 2, Ipad 4 Ipad Mini	Machinery & Equipment	\$ 1,349.67	\$ 974.76	\$ 374.91
08/05/13	08/05/13	Sony Xperia Z SGP311U1/B 10.1 Inch 16GB Tablet	Machinery & Equipment	\$ 537.19	\$ 387.92	\$ 149.27
08/05/13	08/05/13	Kindle Fire HD 7", Dlb Audio Dual Band WiFi 16GB	Machinery & Equipment	\$ 172.15	\$ 124.28	\$ 47.87
08/05/13	08/05/13	LG E960 Google Nexus 4 Unlocked GSM Phone 16GB International Version	Machinery & Equipment	\$ 418.72	\$ 302.38	\$ 116.34



10/25/13	Dual Port Bypass Network Adapter 82580LP	Machinery & Equipment	\$ 150.56	\$ -	\$ 150.56
10/25/13	Dual Port Bypass Network Adapter 82580LP	Machinery & Equipment	\$ 150.56	\$ -	\$ 150.56
10/25/13	Dual Port Bypass Network Adapter 82580LP	Machinery & Equipment	\$ 150.56	\$ -	\$ 150.56
10/25/13	Dual Port Bypass Network Adapter 82580LP	Machinery & Equipment	\$ 150.56	\$ -	\$ 150.56
10/25/13	Dual Port Bypass Network Adapter 82580LP	Machinery & Equipment	\$ 150.56	\$ -	\$ 150.56
10/25/13	Dual Port Bypass Network Adapter 82580LP	Machinery & Equipment	\$ 150.56	\$ -	\$ 150.56
10/25/13	Dual Port Bypass Network Adapter 82580LP	Machinery & Equipment	\$ 150.56	\$ -	\$ 150.56
10/25/13	Dual Port Bypass Network Adapter 82580LP	Machinery & Equipment	\$ 150.56	\$ -	\$ 150.56
07/24/13	Gigabyte GA-H61N-USB3 Intel H61 express Chipset Mini ITX DDR3 800 Intel LGA Motherboard	Machinery & Equipment	\$ 83.92	\$ -	\$ 83.92
07/24/13	Gigabyte GA-H61N-USB3 Intel H61 express Chipset Mini ITX DDR3 800 Intel LGA Motherboard	Machinery & Equipment	\$ 83.92	\$ -	\$ 83.92
07/24/13	Gigabyte GA-H61N-USB3 Intel H61 express Chipset Mini ITX DDR3 800 Intel LGA Motherboard	Machinery & Equipment	\$ 83.92	\$ -	\$ 83.92
07/24/13	Gigabyte GA-H61N-USB3 Intel H61 express Chipset Mini ITX DDR3 800 Intel LGA Motherboard	Machinery & Equipment	\$ 83.92	\$ -	\$ 83.92

**Machinery & Equipment**  
**GRAND**  
**TOTAL**

<b>\$183,144.82</b>	<b>\$ 90,758.72</b>	<b>\$ 92,724.81</b>
		<b>\$ 120,921.34</b>

**Location**

[1] Most FFE placed in service at locations where the Debtor's advertising platform is deployed, including:

- Transbeam, Inc.
- ADVN Ravi Test
- Brad Test Lab
- CommSpeed, LLC
- DesertGate Internet
- FAO WiFi Guys-Bloomington MN CY
- FAO WiFi Guys-Bloomington MN RI
- FAO WiFi Guys-Burnsville MN LI
- FAO WiFi Guys-Burnsville MN LI
- FAO WiFi Guys-Eagan MN SS
- FAO WiFi Guys-Eagan MN TS
- FAO WiFi Guys-Eden Prairie MN RI
- FAO WiFi Guys-Eden Prairie MN TS

FAO WiFi Guys-Eden Prairie MN TT

FAO WiFi Guys-Fridley MN

FAO WiFi Guys-Maplewood MN LI

FAO WiFi Guys-Minneapolis MN RI

FAO WiFi Guys-Minneapolis MN TS

FAO WiFi Guys-Plymouth MN RI

FAO WiFi Guys-Roseville MN CY

FAO WiFi Guys-Roseville MN RI

FAO WiFi Guys-St Louis MN TS

FAO WiFi Guys-Tucson AZ WL

Holiday Inn - Torrance

Kharma Consulting

Peacey Systems

R&D Lab

Suite Solutions - Four Points Sheraton (Canada)

Transbeam, Inc.

Uniserve

United Solutions

WiFi Guys - Country Inn Two Harbors

WiFi Guys - Grand Superior Lodge

Wi-Fi Guys - Office

**Assigned Contracts**

<b><u>Party</u></b>
<i>Customers</i>
HIS
Outfront
Network Publisher Agreement by and between Panasonic Avionics Corporation and Ad-Vantage, dated as of March 21, 2014, as amended December 12, 2014.
JetBlue
Mobilitie
Ovation
<i>Vendors</i>
Amazon Web Services
<i>IP Rights</i>
All confidentiality, work-for-hire, and invention and assignment agreements with current and former employees, but excluding any employment agreements or similar agreements

**Excluded Assets**

**DISCLOSURE SCHEDULE**

*to the*

**ASSET PURCHASE AGREEMENT**

*by and among*

**MEDIASHIFT, INC.**

*and*

**AD-VANTAGE NETWORKS, INC.**

*as Sellers;*

*and*

**MEDIASHIFT HOLDINGS, INC.**

*as Buyer*

**Dated as of December 14, 2015**

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**Schedule 5.4**

**Subsidiaries**

1. Delphi is a subsidiary of AdVantage.
2. Travora is a subsidiary of MediaShift.
3. Sagax, Inc., a Nevada corporation, is a subsidiary of AdVantage.
4. Tenaya, LLC, a California limited liability company, is a subsidiary of Delphi.

### Purchased Assets

1. The lien perfected by the UCC-1 Financing Statement filed with the office of the Secretary of State of the State of Delaware on July 16, 2012 as Instrument No. 22729657, naming Advantage-Networks, Inc., as debtor, and JMG Exploration, Inc. as secured party.
2. The lien filed with the office of the Secretary of State of the State of California on July 16, 2012 as Instrument No. 12-7321029057, naming Ad-Vantage Networks, Inc. as debtor, and JMG Exploration, Inc. as secured party.
3. The lien perfected by the UCC-1 Financing Statement filed with the office of the Secretary of State of the State of Delaware on October 31, 2014 as Instrument No. 20144404059, naming Ad-Vantage Networks, Inc., as debtor, and MediaShift Holdings, Inc., as secured party.
4. The lien perfected by the UCC-1 Financing Statement filed with the office of the Secretary of State of the State of Nevada on January 15, 2014 as Instrument No. 2014001180-2, naming MediaShift, Inc., as debtor, and Elevation Fund, LLC, Kirby Enterprise Fund, LLC, Veldkamp, and West Hampton Special Situations Fund, LLC, as secured parties.
5. The lien perfected by the UCC-1 Financing Statement filed with the office of the Secretary of State of the State of Nevada on February 11, 2014 as Instrument No. 2014003724-8, naming MediaShift, Inc., as debtor, and JMW Fund, LLC and Richland Fund, LLC, as secured parties.
6. The lien perfected by the UCC-1 Financing Statement filed with the office of the Secretary of State of the State of Nevada on April 14, 2014 as Instrument No. 2014009177-3, naming MediaShift, Inc., as debtor, and Elevation Fund, LLC and Kirby Enterprise Fund, LLC, as secured parties.
7. The lien perfected by the UCC-1 Financing Statement filed with the office of the Secretary of State of the State of Nevada on May 28, 2014 as Instrument No. 2014013123-6, naming MediaShift, Inc., as debtor, and Fisk Investments, LLC, as secured party.
8. The lien perfected by the UCC-1 Financing Statement filed with the office of the Secretary of State of the State of Nevada on June 27, 2014 as Instrument No. 2014016399-2, naming MediaShift, Inc., as debtor, and Kearney Holdings, LLC, Kearney Properties, LLC, and Larson Don, as secured parties.
9. The lien perfected by the UCC-1 Financing Statement filed with the office of the Secretary of State of the State of Nevada on November 3, 2014 as Instrument No. 2014028284-3, naming MediaShift, Inc., as debtor, and MediaShift Holdings, Inc., as secured party.
10. The lien perfected by the UCC-1 Financing Statement filed with the office of the Secretary of State of the State of Delaware on September 26, 2014 as Instrument No. 30668245, naming Travora Networks, Inc., as debtor, and Eastward Capital Partners V, L.P. as secured party.

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<sup>1</sup> Nothing herein constitutes an admission by Sellers as to the adequacy of any lien or secured claim referenced herein.

11. The lien perfected by the UCC-1 Financing Statement filed with the office of the Secretary of State of the State of Delaware on October 31, 2014 as Instrument No. 20144404083, naming Travora Networks, Inc., as debtor, and MediaShift Holdings, Inc., as secured party.
12. The lien perfected by the UCC-1 Financing Statement filed with the office of the Secretary of State of the State of Delaware on October 31, 2014 as Instrument No. 20144404166, naming Delphi Media Holdings, LLC, as debtor, and MediaShift Holdings, Inc., as secured party.

**Assigned Contracts**

(a)

<b><u>Party</u></b>
<b><i>Customers</i></b>
HIS
Outfront
Network Publisher Agreement by and between Panasonic Avionics Corporation and Ad-Vantage, dated as of March 21, 2014, as amended December 12, 2014.
JetBlue
Mobilitie
Ovation
<b><i>Vendors</i></b>
Amazon Web Services
<b><i>IP Rights</i></b>
All confidentiality, work-for-hire, and invention and assignment agreements with current and former employees, but excluding any employment agreements or similar agreements

**Other Contracts**

<b><u>Debtor Party To Contract</u></b>	<b><u>Other Party To Contract</u></b>	<b><u>Description</u></b>
MediaShift	Adap.tv, Inc. 770 Broadway New York, NY 10003	Market Place Agreement  Platform Agreement
MediaShift	Eclipse Capital Partners LLC c/o CORPORATION SERVICE CO Wilmington, DE 19808	Amended and Restated Non-Binding Termsheet (listed in an abundance of caution, not thought to be binding or executory)
MediaShift	GenesisMedia, LLC 71 West 23rd St., Suite 903 New York, NY 10010	Master Services Agreement: Genesis Media Content Unlock Platform
MediaShift	Harrison Grant 22391 Rosebriar Mission Viejo, CA 92692	Independent Contractor
MediaShift	Houlihan Lokey Howard & Zukin 10250 Constellation Blvd Los Angeles, CA 90067-6802	Engagement Letter re Investment Banker /Financial Advisor Services

MediaShift	ipCapital Licensing Co. I, LLC ipCapital Group 400 Cornerstone Dr., Suite 325 Williston, VT 05495	IP Brokerage Agreement and Engagement Letter for Strategic Intellectual Licensing Support (listed in an abundance of caution, not thought to be binding or executory, because, inter alia, the underlying contract is with Ad-Vantage Networks, LLC, not related debtor Ad-Vantage Networks, Inc.)
MediaShift	Jensen Capital Partners, LLC Dean Jensen (Mg Ptr) 2711 N. Sepulveda Blvd. #544 Manhattan Beach, CA 90266	Financial Advisory Agreement
MediaShift	Outfront Media Inc. 405 LEXINGTON AVENUE New York, NY 10174	WI-FI Ad Network Marketing Agreement
MediaShift	Practics Inc. Attn Von Cameron 30741 Hilltop Way San Juan Capistrano, CA 92675	Referral Agency Agreement
MediaShift	Public Storage #21106 171 S Arroyo Parkway Pasadena, CA 91105	Storage Contract
MediaShift	Skyline Partners, Intl., LLC 1815 S Washington Street Denver, CO 80210	Consulting Agreement (listed in an abundance of caution, not an admission of the existence of an executory contract)
Ad-Vantage	5 Net Solutions 22/2, Plot No 275-B Sion West, Mumbai, Maharashtra India, KY 40002-2000	Software Evaluation License Agreement
Ad-Vantage	Access Media 3, Inc. 900 Commerce Drive, Suite 200 Oak Brook, IL 60523	Network Publisher Agreement
Ad-Vantage	Advanced Wireless Group, LLC 10460 NW 46th Street Miami, FL 33178	End User Agreement
Ad-Vantage	Ajay Pandya c/20, Kastur Mahal Sion Mumbai 400022	Consulting Agreement (listed in an abundance of caution, not thought to be executory because agreement expired)

Ad-Vantage	Alliance Data Services #3080 Kronprindsens Gole, Suite 200 Saint Thomas 00802-0000	Network Publisher Agreement
Ad-Vantage	Brian Russell 23852 PCH #263 Malibu, CA 90265	Consulting Agreement (listed in an abundance of caution, not thought to be executory because agreement expired)
Ad-Vantage	David Grant 22391 Rosebriar Mission Viejo, CA 92692	EMPLOYMENT AGREEMENT AND EMPLOYEE CONFIDENTIALITY, IP AND NON-SOLICIT AGREEMENT
Ad-Vantage	Deep Blue Communications, LLC 7 Century Hill Road Latham, NY 12110	Network Publisher Agreement
Ad-Vantage	Direct Video Entertainment 6615 Boynton Beach Blvd, 217 Boynton Beach, FL 33437	Network Publisher Agreement
Ad-Vantage	Docomo Intertouch Pte Ltd 89 Science Park D Singapore 118261	Network Publisher Agreement
Ad-Vantage	Double Click For Publishers Google 1600 Amphitheatre Parkway Mountain View, CA 94043  33654 P.O. Box 39 San Francisco, CA 94139	Double-Click for Publishers Google Ad-Server software not owned by MediaShift or Ad-Vantage; MediaShift and/or Ad-Vantage utilize services per account of Travora Networks, Inc. with DFP/Google
Ad-Vantage	Essenture Incorporated 19349 Flavian Ave Torrance, CA 90503	MASTER CONSULTING SERVICES AGREEMENT (listed in an abundance of caution, not thought to be executory because agreement expired)
Ad-Vantage	Federal Realty Investment Trust 12626 E. Jefferson St. Rockville, MD 20852	Network Publisher Agreement
Ad-Vantage	Hill Companies 3271 Airflite Way Long Beac Long Beach, CA 90807	Network Publisher Agreement
Ad-Vantage	Houlihan Lokey Howard & Zukin 10250 Constellation Blvd Los Angeles, CA 90067-6802	Engagement Letter re Investment Banker / Financial Advisor Services

Ad-Vantage	Intermedia Cable Communications 1018 New Nana Peth Padamjee Path, Pune India 41100-2000	Software Evaluation License Agreement
Ad-Vantage	ipCapital Licensing Co. I, LLC ipCapital Group 400 Cornerstone Dr., Suite 325 Williston, VT 05495	IP Broker Agreement (listed in an abundance of caution, not thought to be binding or executory, because, inter alia, the underlying contract is with Ad-Vantage Networks, LLC, not related debtor Ad-Vantage Networks, Inc.)
Ad-Vantage	Michael Spalter 24218 Wembley Ct. Valencia, CA 91355	EMPLOYMENT AGREEMENT AND EMPLOYEE CONFIDENTIALITY, IP AND NON-SOLICIT AGREEMENT
Ad-Vantage	Mikhail Koyfman 4319 Radford Ave. # 4 Studio City, CA 9160	MASTER CONSULTING SERVICES AGREEMENT (listed in an abundance of caution, not thought to be executory because agreement expired)
Ad-Vantage	Mobilite Investments III 660 Newport Center Drive, Suite 200 Newport Beach, CA 92660	Services Agreement
Ad-Vantage	Oze Gomez 18209 Sierra Highway Unit 55 Canyon Country, CA 91351	Consulting Agreement (listed in an abundance of caution, not thought to be executory because agreement provides for Debtor to terminate at will)
Ad-Vantage	Pacific Telemanagement Services 2001 Crow Canyon Road, Suite 200 San Ramon, CA 94583	Network Publisher Agreement
Ad-Vantage	Peterson Communications Group 827 Arnold Dr # 140 Martinez, CA 94553	Network Publisher Agreement
Ad-Vantage	Pure Pages	Network Publisher Agreement
Ad-Vantage	Ravindra Singh 11047 Ice Skate Place San Diego, CA 92126	MASTER CONSULTING SERVICES AGREEMENT (listed in an abundance of caution, not thought to be executory because agreement expired)

Ad-Vantage	Rick Baran 14 Daystar Irvine, CA 92612	EMPLOYMENT AGREEMENT AND EMPLOYEE CONFIDENTIALITY, IP AND NON-SOLICIT AGREEMENT
Ad-Vantage	Sanjeev Kuwadekar 18223 Charlton Ln. Northridge, CA 91326-3617	EMPLOYMENT AGREEMENT AND EMPLOYEE CONFIDENTIALITY, IP AND NON-SOLICIT AGREEMENT
Ad-Vantage	Social Wi-Fi Marketing	Network Publisher Agreement
Ad-Vantage	SWS Realty 600 N. Brand Blvd. Glendale, CA 91203	Real Property Lease
Ad-Vantage	TelePacific Office of General Counsel 515 S. Flower Street, 47th Los Angeles, CA 90071	Internet Telecommunications Account Agreement and related Terms and Conditions
Ad-Vantage	The Network Operations 44 South Dixie Highway Saint Augustine, FL 32084	Network Publisher Agreement
Ad-Vantage	Uniguest, Inc. 1035 Acorn Dr. Nashville, TN 37210 United Solution LLC 3909 Westpoint Blvd. , Suite Winston Salem, NC 27103	Network Publisher Agreement
Ad-Vantage	Wi-Fi Guys, LLC 7265 Highway 1 Finland, MN 55603	Network Publisher Agreement

## Schedule 5.12

### Litigation

1. Neohire North Inc. v. Mediashift, Inc. et al.  
Case No. BC580864  
Breach of contract, open book, account stated, goods and services rendered, quantum meruit  
California Superior Court - Los Angeles  
Pending
2. Penguin Random House LLC v. Mediashift, Inc. et al.  
Case No. BC582953  
Breach of contract, open book account, account stated, quantum meruit  
California Superior Court - Los Angeles  
Pending
3. Cybercoders, Inc. v. Mediashift, Inc. and Ad-Vantage Networks, Inc.  
Case No. 30-2015-00781722-CL-CL-CJC  
Breach of contract, open book, reasonable value  
California Superior Court – Orange County  
Pending
4. Travel Spike, LLC v. Travora Media, f/k/a Travel Ad Network, Inc.  
This action was not against either of Borrowers. In or about November 2014, Travel Spike obtained a default judgment in excess of \$12.4 million against Travora Media. Travel Spike is now asserting claims in the action immediately below in an effort to recover from MediaShift on Travel Spike's default judgment
5. Travel Spike, LLC v. Travora Networks, Inc., d/b/a MediaShift and MediaShift, Inc.  
Case No. 15 Civ. 1815 (RJS)  
Fraudulent transfer, successor liability, piercing the corporate veil  
United States District Court – Southern District of California  
Pending
6. Kensel & Co., LLC v. MediaShift, Inc.  
Case No. 2:15-ap-01646-SK  
Injunctive and declaratory relief  
United States Bankruptcy Court – Central District of California  
Pending
7. Labor claim by former employee Dustin Perlberg in the amount of \$4,500 filed the week of October 31.
8. Lawsuit filed by Michael McDonald of WorldisRound.com
9. Lawsuits threatened by certain publishers and vendors for failure to pay.

**Proprietary Rights**

(a)

**PATENTS**

Country	Title	Application No. Filing Date	Patent No. Issued Date	Assignment
<b>ISSUED PATENTS</b>				
U.S.	Methods and Systems for Processing and Displaying Content	12/728116 March 19, 2010	8,554,630 October 8, 2013	<b>Ad-Vantage Networks, Inc.</b> (Non-prov. Of DGRANT.001PR and 001PR2)
U.S.	Methods and Systems for Searching, Selecting, and Displaying Content	13/184448 July 15, 2011	8,234,275 July 31, 2012	<b>Ad-Vantage Networks, Inc.</b> (CON of DGRANT.001A)
U.S.	Methods and Systems for Searching, Selecting, and Displaying Content	13/184442 July 15, 2011	8,386,321 February 26, 2013	<b>Ad-Vantage Networks, Inc.</b> (CON of DGRANT.001A)
U.S.	Methods and Systems for Searching, Selecting, and Displaying Content	12/728037 March 19, 2010	8,898,161 November 25, 2014	<b>Ad-Vantage Networks, Inc.</b> (Non-prov. Of DGRANT.001PR and 001PR2)
Japan	Methods and Systems for Searching, Selecting, and Displaying Content	2012-501022 March 19, 2010	5,735,480 April 24, 2015	Applicant: <b>Ad-Vantage Networks, LLC (instructions to foreign associate sent regarding change of applicant to Ad-Vantage Networks, Inc. on 3/27/15)</b> (National phase of DGRANT.001VPC)
<b>PENDING PATENT APPLICATIONS</b>				
U.S.	Methods and Systems for Searching, Selecting, and Displaying Content	14/540877 November 13, 2014		<b>Ad-Vantage Networks, Inc.</b> (CON of DGRANT.001C3)
U.S.	Methods and Systems for Processing and Displaying Content	14/045239 October 3, 2013		<b>Ad-Vantage Networks, Inc.</b> (CON of DGRANT.001A2)
U.S.	Methods and Systems for Processing and Displaying Video Content	13/836672 March 15, 2013		<b>Ad-Vantage Networks, Inc.</b> (CIP OF DGRANT.001A2C1)
Australia	Methods and Systems for Searching, Selecting, and Displaying Content	2010226395 March 19, 2010		Applicant: <b>Ad-Vantage Networks, LLC</b> (National phase of DGRANT.001VPC)

Country	Title	Application No. Filing Date	Patent No. Issued Date	Assignment
Canada	Methods and Systems for Searching, Selecting, and Displaying Content	2755645 March 19, 2010		Applicant: <b>Ad-Vantage Networks, LLC</b> (National phase of DGRANT.001VPC)
China, People's Republic	Methods and Systems for Searching, Selecting, and Displaying Content	201080022098.0 March 19, 2010		Applicant: <b>Ad-Vantage Networks, LLC</b> (National phase of DGRANT.001VPC)
EPC	Methods and Systems for Searching, Selecting, and Displaying Content	10754213.6 March 19, 2010		Applicant: <b>Ad-Vantage Networks, LLC</b> (National phase of DGRANT.001VPC)
Hong Kong	Methods and Systems for Searching, Selecting, and Displaying Content	12107344.4 July 25, 2012		Applicant: <b>Ad-Vantage Networks, LLC</b> (National phase of DGRANT.001VPC)
Korea, Republic of	Methods and Systems for Searching, Selecting, and Displaying Content	102011-7024824 March 19, 2010		Applicant: <b>Ad-Vantage Networks, LLC</b> (National phase of DGRANT.001VPC)
U.S.	Content Easement and Management System for Internet Access Providers and Premise Operators	13/896057 May 16, 2013		<b>Ad-Vantage Networks, Inc.</b> (Non-prov. Of DGRANT.003PR and 003PR2)
Australia	Content Easement and Management System for Internet Access Providers and Premise Operators	2013262647 December 10, 2014		Applicant: <b>Ad-Vantage Networks, Inc.</b> (National Phase of DGRANT.003WO)
China	Content Easement and Management System for Internet Access Providers and Premise Operators	201380037930.8 January 16, 2015		Applicant: <b>Ad-Vantage Networks, Inc.</b> (National Phase of DGRANT.003WO)
Europe	Content Easement and Management System for Internet Access Providers and Premise Operators	13791501.3 November 28, 2014		Applicant: <b>Ad-Vantage Networks, Inc.</b> (National Phase of DGRANT.003WO)
Japan	Content Easement and Management System for Internet Access Providers and Premise Operators	2015-512856 November 17, 2014		Applicant: <b>Ad-Vantage Networks, Inc.</b> (National Phase of DGRANT.003WO)

Country	Title	Application No. Filing Date	Patent No. Issued Date	Assignment
PCT	Content Easement and Management System for Internet Access Providers and Premise Operators	PCT/US2013/041435 May 16, 2013		Applicant: <b>Ad-Vantage Networks, Inc.</b> (Claims priority to DGRANT.003PR and 003PR2)
PCT	Methods and Systems for Searching, Selecting, and Displaying Content	PCT/US2014/022096 March 7, 2014		Applicant: <b>Ad-Vantage Networks, Inc.</b> (Claims priority to DGRANT.001A2P1, 004PR, 006PR, 007PR)
US	Locally and Automatically Articulated Content Requester Technology	14/200555 March 7, 2014		<b>Ad-Vantage Networks, Inc.</b> (Non-prov. Of DGRANT.004PR)
US	Systems and Methods for Providing and Utilizing User-Specific Information	14/200616 March 7, 2014		<b>Ad-Vantage Networks, Inc.</b> (Non-prov. Of DGRANT.006PR)
US	Methods and Systems for Processing and Displaying Content	14/201180 March 7, 2014		<b>Ad-Vantage Networks, Inc.</b> (non-prov. Of DGRANT.007PR)
US	Systems and Methods for Managing Network Resource Requests	14/339278 July 26, 2014		(non-prov. Of DGRANT.010PR)
PCT	Systems and Methods for Managing Network Resource Requests	PCT/US2014/047907 July 23, 2014		Applicant: <b>Ad-Vantage Networks, Inc.</b> (Claims priority to DGRANT.010PR)

### TRADEMARKS

Grantor	Country	Mark or Application	Registration Number or Serial Number	Date of Registration or Application
MediaShift, Inc.	US	OTG ENGAGEMENT PLATFORM	86/154,688	Application Filing Date: December 30, 2013
MediaShift, Inc.	US	ON THE GO ENGAGEMENT PLATFORM	86/154,683	Application Filing Date: December 30, 2013
MediaShift, Inc.	US	MEDIASHIFT 	4,496,056	Filing Date: January 31, 2013 Registration Date: March 11, 2014
MediaShift, Inc.	US	MEDIASHIFT	4,496,055	Filing Date: January 31, 2013 Registration Date:

				March 11, 2014
MediaShift, Inc.	European Union	MEDIASHIFT	012330957	Filing Date: November 11, 2013 Registration Date: April 11, 2014
Ad-Vantage Networks, Inc.	US	ADVANTAGE NETWORKS 	4,413,899	Filing Date: February 4, 2013 Registration Date: October 8, 2013
Ad-Vantage Networks, Inc.	US	ADVANTAGE NETWORKS	4,413,898	Filing Date: February 4, 2013 Registration Date: October 8, 2013

### DOMAIN NAMES

Domain Name	Expiration Date	Status	Forwarding URL	Domain Owner	Registrar Account	Auto Renew
TENAYALLC.NET	11/25/16	Active		AdVantage	GoDaddy: ADVNAdmin	On
VIRTUAL-AD-EXCHANGE.COM	6/12/16	Active		AdVantage	GoDaddy: ADVNAdmin	On
VIRTUAL-AD-NETWORKS.COM	6/12/16	Active		AdVantage	GoDaddy: ADVNAdmin	On
VIRTUALADMARKET.COM	6/12/16	Active		AdVantage	GoDaddy: ADVNAdmin	On
VIRTUALADNETWORKS.COM	6/12/16	Active		AdVantage	GoDaddy: ADVNAdmin	On
VIRTUALADNETWORKS.NET	6/12/16	Active		AdVantage	GoDaddy: ADVNAdmin	On
TRAVELADVERTISING.COM	8/8/16	Active		AdVantage	GoDaddy: ADVNAdmin	On
ad-canvas.com(MX)	TBD <sup>2</sup>	TBD <sup>2</sup>		AdVantage	1&1: 27114386	On
ad-easement.com(MX)	TBD <sup>2</sup>	TBD <sup>2</sup>		AdVantage	1&1: 27114386	On
ad-easement.net(MX)	TBD <sup>2</sup>	TBD <sup>2</sup>		AdVantage	1&1: 27114386	On
ad-vantagenetworks.com	TBD <sup>2</sup>	TBD <sup>2</sup>		AdVantage	1&1: 27114386	-
Ad-vantagenetworks.net	TBD <sup>2</sup>	TBD <sup>2</sup>		AdVantage	1&1: 27114386	On
adeasement.com(MX)	TBD <sup>2</sup>	TBD <sup>2</sup>		AdVantage	1&1: 27114386	On
adeasement.net(MX)	TBD <sup>2</sup>	TBD <sup>2</sup>		AdVantage	1&1: 27114386	On
adfluentnetworks.com(MX)	TBD <sup>2</sup>	TBD <sup>2</sup>		AdVantage	1&1: 27114386	On

<sup>2</sup> Cannot access account at present to verify status.

Domain Name	Expiration Date	Status	Forwarding URL	Domain Owner	Registrar Account	Auto Renew
adhomenetwork.com(MX)	TBD <sup>2</sup>	TBD <sup>2</sup>		AdVantage	1&1: 27114386	On
ads.ad-vantagenetworks.com	TBD <sup>2</sup>	TBD <sup>2</sup>		AdVantage	1&1: 27114386	-
adsv2.ad-vantagenetworks.com	TBD <sup>2</sup>	TBD <sup>2</sup>		AdVantage	1&1: 27114386	-
adsv21.ad-vantagenetworks.com	TBD <sup>2</sup>	TBD <sup>2</sup>		AdVantage	1&1: 27114386	-
advnad.com(MX)	TBD <sup>2</sup>	TBD <sup>2</sup>		AdVantage	1&1: 27114386	On
advnads.com(MX)	TBD <sup>2</sup>	TBD <sup>2</sup>		AdVantage	1&1: 27114386	On
evaluation.ad-vantagenetworks.net	TBD <sup>2</sup>	TBD <sup>2</sup>		AdVantage	1&1: 27114386	-
fair-ads.com(MX)	TBD <sup>2</sup>	TBD <sup>2</sup>		AdVantage	1&1: 27114386	On
fair-ads.net(MX)	TBD <sup>2</sup>	TBD <sup>2</sup>		AdVantage	1&1: 27114386	On
myad-network.com(MX)	TBD <sup>2</sup>	TBD <sup>2</sup>		AdVantage	1&1: 27114386	On
onlinegamingadnetwork.com(MX)	TBD <sup>2</sup>	TBD <sup>2</sup>		AdVantage	1&1: 27114386	On
ox-d.ad-vantagenetworks.com	TBD <sup>2</sup>	TBD <sup>2</sup>		AdVantage	1&1: 27114386	-
ox-i.ad-vantagenetworks.com	TBD <sup>2</sup>	TBD <sup>2</sup>		AdVantage	1&1: 27114386	-
ox-ui.ad-vantagenetworks.com	TBD <sup>2</sup>	TBD <sup>2</sup>		AdVantage	1&1: 27114386	-
residentialadnetwork.com(MX)	TBD <sup>2</sup>	TBD <sup>2</sup>		AdVantage	1&1: 27114386	On
s340959591.onlinehome.us(MX)	TBD <sup>2</sup>	TBD <sup>2</sup>		AdVantage	1&1: 27114386	-
ticketing.ad-vantagenetworks.net(MX)	TBD <sup>2</sup>	TBD <sup>2</sup>		AdVantage	1&1: 27114386	-
uradnetwork.com(MX)	TBD <sup>2</sup>	TBD <sup>2</sup>		AdVantage	1&1: 27114386	On
wowadnetwork.com(MX)	TBD <sup>2</sup>	TBD <sup>2</sup>		AdVantage	1&1: 27114386	On
youradnetwork.com(MX)	TBD <sup>2</sup>	TBD <sup>2</sup>		AdVantage	1&1: 27114386	On
TRAVORANETWORKS.COM	1/12/15	Active	www.mediashift.com	AdVantage	GoDaddy: ADVNAdmin	Off
AD-MESH.COM	6/20/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
AD-MESH.NET	6/20/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
AD-REFLECTOR.COM	5/28/2018	Active		AdVantage	GoDaddy: ADVNAdmin	
AD-REFLECTOR.NET	5/28/2018	Active		AdVantage	GoDaddy: ADVNAdmin	
AD-REPORT.COM	2/6/2017	Active		AdVantage	GoDaddy: ADVNAdmin	
AD-REPORTS.COM	2/6/2017	Active		AdVantage	GoDaddy: ADVNAdmin	
AD-REPORTS.NET	2/6/2016	Active		AdVantage	GoDaddy: ADVNAdmin	

Domain Name	Expiration Date	Status	Forwarding URL	Domain Owner	Registrar Account	Auto Renew
AD-RFLCTR.COM	5/28/2018	Active		AdVantage	GoDaddy: ADVNAdmin	
AD-RFLCTR.NET	5/28/2018	Active		AdVantage	GoDaddy: ADVNAdmin	
AD-SPEAK.COM	6/5/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
AD-SVC.COM	5/28/2018	Active		AdVantage	GoDaddy: ADVNAdmin	
AD-SVC.NET	5/28/2018	Active		AdVantage	GoDaddy: ADVNAdmin	
AD-SVCS.COM	5/28/2018	Active		AdVantage	GoDaddy: ADVNAdmin	
AD-SVCS.NET	5/28/2018	Active		AdVantage	GoDaddy: ADVNAdmin	
AD-TASTIC.COM	6/20/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
AD-TASTIC.NET	6/20/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
ADMESH.NET	6/20/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
ADOPTOUT.COM	9/28/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
ADREFLCTR.COM	5/28/2018	Active		AdVantage	GoDaddy: ADVNAdmin	
ADREFLCTR.NET	5/28/2018	Expiration protection invoked		AdVantage	GoDaddy: ADVNAdmin	
ADREFLECTOR.COM	5/28/2018	Active		AdVantage	GoDaddy: ADVNAdmin	
ADREFLECTOR.NET	5/28/2018	Active		AdVantage	GoDaddy: ADVNAdmin	
ADRFLCTR.COM	5/28/2018	Active		AdVantage	GoDaddy: ADVNAdmin	
ADRFLCTR.NET	5/28/2018	Active		AdVantage	GoDaddy: ADVNAdmin	
ADSERVER142401.NET	1/24/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
ADSERVICE012114.COM	1/21/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
ADSERVICE012114.NET	1/21/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
ADSERVICE142701.NET	2/11/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
ADSPIDER.NET	6/20/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
ADSV011420.COM	1/20/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
ADSV012014.NET	1/20/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
ADSV01107131.NET	11/7/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
ADV.COM	6/27/2018	Active		AdVantage	GoDaddy: ADVNAdmin	
ADV.NET	6/23/2018	Active		AdVantage	GoDaddy: ADVNAdmin	
DEFAULT-ADS.COM	9/28/2016	Expiration protection invoked		AdVantage	GoDaddy: ADVNAdmin	
DEV-ADV.COM	1/13/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
DEV-ADV.NET	1/13/2016	Active		AdVantage	GoDaddy: ADVNAdmin	

Domain Name	Expiration Date	Status	Forwarding URL	Domain Owner	Registrar Account	Auto Renew
DISTRIBUTEDADNETWORKS.COM	6/12/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
IRSHELPS.COM	8/5/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
LANDING-PG.COM	5/28/2018	Active		AdVantage	GoDaddy: ADVNAdmin	
LANDING-PG.NET	5/28/2018	Active		AdVantage	GoDaddy: ADVNAdmin	
LNDINGPAGE.COM	5/28/2018	Active		AdVantage	GoDaddy: ADVNAdmin	
LNDINGPAGE.NET	5/28/2018	Active		AdVantage	GoDaddy: ADVNAdmin	
LNDNGPGS.COM	5/28/2018	Active		AdVantage	GoDaddy: ADVNAdmin	
LNDNGPGS.NET	5/28/2018	Active		AdVantage	GoDaddy: ADVNAdmin	
LOWERMYMORTGAGEPAYMENT.COM	3/16/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
MAMOZI.COM	4/7/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
msfht.com	6/25/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
msfht.net	6/25/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
MSHFT.NET	11/20/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
OPT-OUT-ADS.COM	9/28/2016	Expiration protection invoked		AdVantage	GoDaddy: ADVNAdmin	
OPT-OUT-PAGE.COM	9/28/2016	Expiration protection invoked		AdVantage	GoDaddy: ADVNAdmin	
PERLITAHOLDINGS.COM	11/8/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
PERLITAHOLDINGS.NET	11/8/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
PICKYOURLOWRATE.COM	3/16/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
QA-ADV.N.COM	1/13/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
QA-ADV.N.NET	1/13/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
RESTAURANT-ADS.NET	4/14/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
RESTAURANTADS.NET	4/14/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
ROCKBOTTOMMORTGAGERATES.COM	3/16/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
STAGE-ADV.N.COM	1/13/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
STAGE-ADV.N.NET	1/13/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
TAX-RELIEFS.COM	8/5/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
TAXATTORNEY-HELPS.COM	8/5/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
TAXDEBT-RELIEFS.COM	8/5/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
TAXHELP-SOLUTIONS.COM	8/5/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
TAXLEIN-DEBT.COM	8/5/2016	Active		AdVantage	GoDaddy: ADVNAdmin	

Domain Name	Expiration Date	Status	Forwarding URL	Domain Owner	Registrar Account	Auto Renew
TAXLEIN.INFO	8/5/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
TAXLIEN-HELP.COM	8/5/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
TENAYALLC.NET	11/25/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
TRAVELADVERTISING.COM	8/8/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
TRAVORANETWORKS.COM	1/12/2018	Active		AdVantage	GoDaddy: ADVNAdmin	
VIRTUAL-AD-EXCHANGE.COM	6/12/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
VIRTUAL-AD-NETWORKS.COM	6/12/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
VIRTUALADMARKE.COM	6/12/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
VIRTUALADNETWORKS.COM	6/12/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
VIRTUALADNETWORKS.NET	6/12/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
XAXDXS.COM	6/16/2016	Active		AdVantage	GoDaddy: ADVNAdmin	
MEDIASHIFT.COM	3/1/2018	Active		MediaShift	GoDaddy: Mshift	On
MEDIASHIFT.BIZ	4/3/18	Active		MediaShift	GoDaddy: ADVNAdmin	On
MEDIASHIFT.CO	4/3/18	Active		MediaShift	GoDaddy: Mshift	On
MEDIASHIFT.CO.UK	3/7/18	Active		MediaShift	GoDaddy: Mshift	On
MEDIASHIFT.ME	4/4/18	Active		MediaShift	GoDaddy: Mshift	On
MEDIASHIFT.MOBI	3/1/18	Active		MediaShift	GoDaddy: Mshift	On
MEDIASHIFT.NET	5/22/18	Active		MediaShift	GoDaddy: Mshift	On
MEDIASHIFT.TV	3/1/18	Active		MediaShift	GoDaddy: Mshift	On
MEDIASHIFT.US	4/3/18	Active		MediaShift	GoDaddy: Mshift	On
MEDIASHIFTADS.COM	5/29/18	Active		MediaShift	GoDaddy: Mshift	On
MEDIASHIFTADS.NET	5/29/18	Active		MediaShift	GoDaddy: Mshift	On

1. License Agreement by and between Netstorm and Ad-Vantage Networks, Inc., dated as of December 2, 2013.

**COMPUTER SOFTWARE**

1. ADIQ – MS proprietary Ad Server
2. DFP – Double-Click for Publishers by Google Ad Server; software not owned by MediaShift or Ad-Vantage; MediaShift and/or Ad-Vantage utilize services per account with DFP/Google
3. AWS – Amazon Web Services Hardware/Software Data Center; software not owned by MediaShift or Ad-Vantage; MediaShift and/or Ad-Vantage utilize Hardware/Software storage services per account with AWS

(d)

See attached.



**EXHIBIT A**

**EMPLOYEE INVENTION AND CONFIDENTIALITY AGREEMENT**

This Employee Invention and Confidentiality Agreement (the “Agreement”) is entered into as of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ “Company”) and

Name: \_\_\_\_\_  
Social Security No: \_\_\_\_\_

In consideration and as a condition of my employment by the Company, or my continued employment by the Company, the compensation received by me from the Company from time to time, and any bonus or other amount payable to me by the Company, I hereby agree to the following:

1. I will not at any time, whether during or after termination of my employment, reveal to any person or entity any of the trade secrets or confidential information concerning the organization, business or finances of the Company or any third party to which the Company is under obligation to keep confidential (including but not limited to trade secrets or confidential information respecting customer lists, projects, plans, proposals), except as may be required in the ordinary course of performing my duties as an employee of the Company, and I shall keep secret all matters entrusted to me and shall not use or attempt to use any such information in any manner which may injure or cause loss or may be calculated to injure or cause loss whether directly or indirectly to the Company.

Further, I agree that during my employment I shall not make, use or permit to be used any notes, memoranda, reports, lists, records, drawings, sketches, specifications, software programs, data, documentation or other materials of any nature relating to any matter within the scope of the business of the Company or concerning any of its dealings or affairs other than for the benefit of the Company. I further agree that I shall not, after the termination of my employment, use or permit to be used any such notes, memoranda, reports, lists, records, drawings, sketches, specifications, software programs, data documentation or other materials, it being agreed that all of the foregoing shall be and remain sole and exclusive property of the Company and that immediately upon the termination of my employment or upon the Company’s earlier request I shall deliver all of the foregoing, and all copies thereof, to the Company, at its main office.

2. If at any time or times during my employment, I shall (either alone or with others) make, conceive, discover or reduce to practice or have heretofore made, conceived, discovered or reduced to practice, any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or intellectual property right whatsoever or any interest therein (whether or not patentable or registrable under copyright or similar statutes or subject to analogous protection) (herein called “Developments”), I agree that all such Developments and the benefits thereof shall immediately be the sole and absolute property of the Company and its assigns to the maximum extent permitted by applicable law and to the extent permitted by law shall be “works made for hire.” I shall promptly disclose to the Company (or any persons designated by it) each such Development and I



hereby assign any rights I may have or acquire in the Developments and benefits and/or rights resulting therefrom to the Company and its assigns without further compensation and I shall communicate, without cost or delay, and without publishing the same, all available information relating thereto (with all necessary plans and models) to the Company.

Upon disclosure of each Development to the Company, I will, during my employment and at any time thereafter, at the request and cost of the Company, sign, execute, make and do all such deeds, documents, acts and things as the Company and its duly authorized agents may reasonably require:

(A) to apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) patents, copyrights or other intellectual property protection in any country throughout the world and when so obtained or vested to renew and restore the same; and

(B) to defend any such patent, copyright or analogous protection in any country in any administrative or court proceeding as necessary to maintain or enforce the same.

In the event the Company is unable, after reasonable effort, to secure my signature on any patents, copyrights or other intellectual property protection relating to a Development, whether because of my physical or mental incapacity or for any other reason whatsoever, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by me.

3. I agree that during my employment with the Company, I shall not, directly or indirectly, whether or not for compensation, engage in any employment, business or activity, or have any interest in any person, firm, corporation or business (whether as an employee, shareholder, proprietor, officer, director, agent, security holder, trustee, partner, consultant, creditor lending credit or money for the purpose of establishing or operating any such business, partner or otherwise) which is the same as, or similar to, or directly competitive with, the business or proposed business of the Company now being conducted or proposed to be conducted. The provisions of this paragraph shall apply both during normal working hours and at all other times including, but not limited to, nights, weekends and vacation time, while I am employed by the Company. I further agree that during the term of my employment with the Company, and for a period of one (1) year thereafter, I will not divert or attempt to divert, directly or indirectly, any business of the Company or any customers or suppliers of such business to any other person, entity or competitor.

4. I agree that any breach of this Agreement by me will cause irreparable damage to the Company and that in the event of such breach the Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of my obligations hereunder.

5. I understand that this Agreement does not create an obligation on the Company or any other person or entity to continue my employment and that I have a right to resign and the



Company has the right to terminate my employment at any time, for any reason, with or without cause.

6. As a matter of record, I attach hereto in the form of Schedule 1, which the Company has signed to signify receipt thereof, which attachment is incorporated herein by this reference, a complete list of any and all Developments which have been made or conceived or first reduced to practice by me alone or jointly with others prior to my employment with the Company that I desire to remove from the operation of this Agreement, and I hereby represent and covenant that such list is complete. I understand that it is only necessary to list the title and purpose of such Developments but not details thereof. If no such Developments are listed on Schedule 1, I hereby represent and warrant that there are none.

7. I further represent that my performance of all of the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

8. All documents, data, records, apparatus, equipment, personal computers, lab books and other physical property furnished to me by the Company or produced by myself or others in connection with my retention as an employee by the Company shall be and remain the sole property of the Company and shall be returned promptly to the Company as and when requested by the Company. In any event, I shall return and deliver all such property upon termination of my retention as an employee by me or by the Company for any reason and I will not take with me any such property or any reproduction of such property upon such termination.

9. I agree that for a period of one (1) years following termination of my retention as an employee with the Company, I will not directly or indirectly solicit or in any manner encourage employees, consultants or customers of the Company to leave his or her employ or terminate his, her or its association with the Company.

10. I agree that in addition to any other rights and remedies available to the Company for any breach by me of my obligations hereunder, the Company shall be entitled to enforce my obligations hereunder by court injunction.

11. In the event that any paragraph or provision of this Agreement shall be held to be illegal or unenforceable, such paragraph or provision shall be adjusted and reformed, if possible, in order to achieve the intent of the parties, and if such paragraph or provision cannot be adjusted and reformed, such paragraph or provision shall be voided and severed from this Agreement, and the entire Agreement shall not fail on account thereof but shall otherwise remain in full force and effect.

12. This Agreement shall be effective as of the first day of my retention as an employee by the Company.

13. My obligations under this Agreement shall survive the termination of my employment regardless of the manner of such termination. This Agreement shall be binding upon



me, my heirs, executors, assigns and administrators and shall inure to the benefit of the Company, its successor and assigns.

14. This Agreement may not be amended and the observance of any term of this Agreement may not be waived (either generally or in a particular instance and neither retroactively nor prospectively), without the written consent of the Company and the undersigned employee.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to principles of conflicts of laws. If any legal action is necessary to enforce this Agreement, the prevailing party shall be entitled to recover attorneys' fees

16. I hereby acknowledge receipt of a copy of this Employee Invention and Confidentiality Agreement and agree to abide by the conditions contained herein.

ACCEPTED AND AGREED TO:

**Employee**

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



**EXHIBIT A**

**Schedule 1**

**DEVELOPMENTS**

**None, unless indicated below.**



## **AdVantage Networks, Inc. Employee Confidentiality, IP and Non-Solicit Agreement**

This Confidentiality and Non-compete Agreement (the "Agreement") is between Ad-Vantage Networks, Inc., a Delaware corporation ("Ad-Vantage") and the undersigned employee ("Employee").

Employee's employment by Ad-Vantage creates a relationship of confidence and trust between Employee and Ad-Vantage with respect to certain information applicable to the business of Ad-Vantage and its clients or customers. Ad-Vantage possesses and will continue to possess information that has commercial value and is treated by Ad-Vantage as confidential. Such information may include information created, discovered or developed by Employee during the period of or arising out of his or her employment by Ad-Vantage, whether before or after the date hereof. Such information may also include information belonging to Ad-Vantage's clients, business partners, customers or suppliers. All such information is hereinafter called "Confidential Information", which term includes, without limitation, developments, designs, improvements, inventions, software, processes, computer programs, know-how, data, techniques, formulas, marketing and business plans and outlines, strategies, budgets, forecasts, projections, unpublished financial statements, costs, fee schedules, client and supplier lists, client and prospective client databases, access codes and similar security information and procedures, and all patents, copyrights, maskworks, trade secrets and other proprietary rights thereto; provided, however, that the terms "Confidential Information" shall not include any of the foregoing that is in the public domain other than as the result of a breach of an obligation of confidentiality.

Employee recognizes that any unauthorized use or disclosure of Confidential Information would cause serious injury to Ad-Vantage. Ad-Vantage's willingness to employ Employee depends upon his or her commitment to protect Ad-Vantage's Confidential Information and to comply with this Agreement. Therefore, Employee hereby agrees:

- 1. Protection of the Confidential Information.**
  - a. During and after Employee's employment, Employee shall hold the Confidential Information in confidence and shall protect it with utmost care. Employee shall not disclose, copy, or permit any person to disclose or copy any of the Confidential Information, and Employee shall not use any of the Confidential Information, except as necessary to perform his or her duties as an employee of Ad-Vantage.
  - b. In the event that Employee has or has had access to any Confidential Information belonging to any third party, including but not limited to any of Employee's previous employer's Employee shall hold all such Confidential Information in confidence and shall comply with the terms of any and all agreements between Employee or Ad-Vantage and the third party with respect to such Confidential Information.

2. **Exceptions.** This Agreement will not be interpreted to prevent the use or disclosure of information that (i) is required by law to be disclosed, but only to the extent that such disclosure is legally required, (ii) becomes a part of the public knowledge other than by a breach of an obligation of confidentiality, or (iii) is rightfully received from a third party not obligated to hold such information confidential.
3. **Return of Confidential Information.** Upon Ad-Vantage's request, and in any event upon termination of Employee's employment for any reason, Employee shall promptly return to Ad-Vantage all materials in his or her possession or control that contain or represent Confidential Information, including but not limited to documents, drawings, diagrams, flow charts, computer programs, memoranda, notes, and every other medium, and all copies thereof.
4. **Assignment of Intellectual Property.**
  - a. Employee will promptly disclose to Ad-Vantage all Confidential Information, whether or not registrable under copyright or other intellectual property or similar laws, made or conceived or reduced to practice or learned by Employee, either alone or jointly with others, during the period of his or her employment that (i) at the time of conception or reduction to practice are related to the actual or demonstrably anticipated business of Ad-Vantage, (ii) result from tasks performed by Employee for Ad-Vantage, or (iii) are developed on any amount of Ad-Vantage's time or result from the use of premises or property (including computer systems) owned, leased, or contracted for by Ad-Vantage (collectively, "Intellectual Property"). All Intellectual Property shall at all times and for all purposes be the sole property of Ad-Vantage. Employee hereby assigns and agrees to assign any rights he or she may have or acquire in any Confidential Information or Intellectual Property.
  - b. Attached as Exhibit A is a list of all intellectual property and information created, discovered or developed by Employee whether or not registrable under copyright or other intellectual property or similar laws, made or conceived or reduced to practice or learned by Employee, either alone or jointly with others, excluding any Intellectual Property, relating in any way to Ad-Vantage's business or demonstrably anticipated research and development that were made by Employee prior to his or her employment with Ad-Vantage (the "Employee Intellectual Property"). Employee represents that Exhibit A is complete and contains no Confidential Information. Employee understands that he or she has no rights in any such Employee Intellectual Property other than those listed on Exhibit A. If there is nothing identified on Exhibit A, Employee represents that he or she has no Employee Intellectual Property as of the time of signing this Agreement.
  - c. Employee shall (i) treat all information with respect to Intellectual Property as Confidential Information within the meaning of this Agreement; (ii) keep complete and accurate records of the Intellectual Property, which records will be the property of Ad-Vantage; (iii) testify in any proceedings or litigation related to the Intellectual Property; and (iv) in case Ad-Vantage will desire to keep secret any Intellectual Property, refrain from disclosing the Intellectual Property.
  - d. Employee shall assist Ad-Vantage in every way deemed necessary or desirable by Ad-Vantage (but at Ad-Vantage's expense) to obtain and enforce copyrights, trademarks and other rights and protections relating to any Confidential

Information and Intellectual Property in any and all countries, and to that end Employee will execute all documents for use in obtaining and enforcing such copyrights, trademarks and other rights and protections as Ad-Vantage may desire, together with any assignments thereof to Ad-Vantage of persons designated by it. If Ad-Vantage is unable for any reason to secure Ad-Vantage's signature to any documents required to apply for or execute any copyright, mask work or other application with respect to any Intellectual Property (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), and agents as Employee's agents and attorneys-in-fact for and on Employee's behalf to execute and file any such application and to do all other lawfully permitted acts to further the issuance of copyrights, maskworks or other rights thereon with the same legal force and effect as if executed by Employee. Employee's obligation to assist Ad-Vantage shall continue beyond the termination of his or her employment, but Ad-Vantage shall compensate Employee at a reasonable rate after his or her termination for time actually spent by Employee at Ad-Vantage's request on such assistance.

5. **No Conflicts with Prior Obligations.** Employee represents and warrants that his or her employment by Ad-Vantage and his or her performance of this Agreement will not conflict with any obligations that Employee may have with third parties. Without limiting the foregoing, Employee agrees that he or she will not disclose to Ad-Vantage or use in Ad-Vantage's behalf any confidential or proprietary information belonging to a third party, unless the third party has consented in writing to the disclosure or use of the information.
6. **Covenant not to Solicit.** For a period of one (1) year from the date of any termination of Employee's employment with Ad-Vantage for any reason, Employee shall not solicit for employment, attempt to employ, or assist any other person or entity in employing or soliciting for employment, any employee or representative of Ad-Vantage, either for Employee or for any other entity.
7. **Equitable Remedies.** Employee acknowledges that breach of this Agreement would cause Ad-Vantage to suffer irreparable harm for which monetary damages would be inadequate compensation. Employee agrees that Ad-Vantage will be entitled to an injunction restraining any actual or threatened breach of this Agreement, or specific performance, if applicable, in addition to any monetary damages.
8. **No Contract of Employment Created by this Agreement.** This Agreement does not create an express or implied contract of employment. Rather, the employment relationship between Employee and Ad-Vantage is governed by the terms of the Employment Agreement between Ad-Vantage and the Employee.
9. **Entire Agreement.** This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements, whether written or oral.
10. **Waiver and Amendment.** This Agreement may be amended only by a writing signed by both parties hereto. No oral waiver, amendment or modification of this Agreement shall be effective under any circumstances. The waiver by Ad-Vantage of a breach of any provision

of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach of this Agreement by Employee.

- 11. **Term of Agreement.** This Agreement will remain in force during Employee's employment and will continue thereafter until all Confidential Information acquired by Employee becomes part of the public knowledge other than through a violation of this Agreement.
- 12. **Successors and Assigns.** This Agreement shall be binding upon and continue to the benefit or successors and assigns of Ad-Vantage whether by way of merger, consolidation, operation of law, assignment, purchase, or other acquisition of substantially all the assets or business of Ad-Vantage.
- 13. **Severability.** Should any provision of this Agreement be considered unenforceable by a court of law, the remainder of the Agreement shall remain in force to the fullest extent permitted by law.
- 14. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of California, without giving effect to principles of conflicts of law. Employee hereby consents to the personal jurisdiction of the state and federal courts located in the State of California in connection with any litigation related to this Agreement and agrees that the exclusive venue for any such litigation shall be in such courts located in the State of California.

**Employee Acknowledgement**

I have read this entire agreement and fully understand the limitations that it imposes upon me.

Date: April 16, 2015

Employee Name: Richard Silverberg

Employee Signature: 

**AdVantage Acknowledgment**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

The following is a list of all Employee Intellectual Property created, conceived, developed or reduced to practice by Employee prior to date of this Agreement:

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
10250 Constellation Blvd., Suite 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On January 7, 2016, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Todd M Arnold tma@lnbyb.com
- Ron Bender rb@lnbyb.com
- Stephen L Burton steveburtonlaw@aol.com
- Cathrine M Castaldi ccastaldi@brownrudnick.com
- Leslie A Cohen leslie@lesliecohenlaw.com, jaime@lesliecohenlaw.com; Brian@lesliecohenlaw.com
- Michael I Gottfried mgottfried@lgbfirm.com, kalandy@lgbfirm.com; cboyias@lgbfirm.com; srichmond@lgbfirm.com; sdeiches@lgbfirm.com
- Lance N Jurich ljurich@loeb.com, karnote@loeb.com; ladocket@loeb.com
- Dare Law dare.law@usdoj.gov, ron.maroko@usdoj.gov
- Uzzi O Raanan uor@dgdk.com, DanningGill@gmail.com; uraanan@ecf.inforuptcy.com
- Zev Shechtman zshechtman@dgdk.com, danninggill@gmail.com; zshechtman@ecf.inforuptcy.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
- George C Webster George.Webster@dbr.com, jane.gorman@dbr.com
- Aleksandra Zimonjic azimonjic@lgbfirm.com, cboyias@lgbfirm.com; sdeiches@lgbfirm.com

Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**: On January 7, 2016, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on January 7, 2016, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

### **SERVED BY PERSONAL DELIVERY**

The Honorable Sandra Klein  
U.S. Bankruptcy Court  
255 E. Temple Street, Courtroom 1575,  
Suite 1582  
Los Angeles, CA 90012

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

January 7, 2016  
*Date*

Lourdes Cruz  
*Printed Name*

/s/ Lourdes Cruz  
*Signature*

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This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.